



**PUBLIC HEALTH BOARD MEETING**  
**735 S 200 W, Blanding, Utah 84511. Conference Room**  
**July 30, 2025 at 12:00 PM**

---

**AGENDA**

Google Meet joining info  
Video call link: <https://meet.google.com/jdc-vmci-wta>  
Or dial: (US) +1 910-594-4094 PIN: 226 633 003#  
More phone numbers: <https://tel.meet/jdc-vmci-wta?pin=2758598024606>

**CALL TO ORDER**

1. Board Chair - Ron Skinner, Board Vice-Chair - Sylvia Zhonnie, Board Member - Lois Young, Board Member - Suzette Morris, Board Member - Steven Hiatt, County Commission Representative - Jamie Harvey, Public Health Director - Mike Moulton, Public Health Business Manager - Tyler Ketron

**APPROVAL OF MINUTES**

- [2.](#) Approve Meeting Minutes from April 22, 2025
3. Approve Today's Agenda

**PUBLIC COMMENT**

4. Open Time for Public Comment

**INFORMATIONAL/RECOGNITION ITEMS**

5. Ron Skinner - Administrative Communications and Status Update on Vacant Positions
- [6.](#) Updated agreements and amendments that have been presented to the Board of County Commissioners for approval since the last Public Health Board Meeting

**DIRECTOR'S REPORT**

- [7.](#) SJPH Annual Report 2024

**BUSINESS ACTION ITEMS**

- [8.](#) Consideration and Approval of Gray Water Systems Policy, Presented by Dennis Shumway, Environmental Health Director

[https://youtu.be/WEfppCoKbLk?si=mOtRuUtLLYZ\\_Nmi4](https://youtu.be/WEfppCoKbLk?si=mOtRuUtLLYZ_Nmi4)

## **CONFIRM FUTURE MEETING TIME & LOCATION**

Discuss and Confirm Future Meeting Time & Location

## **ADJOURNMENT**

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



## PUBLIC HEALTH BOARD MEETING

1478 E Hwy 162 Montezuma Creek, Utah 84534 (North Conference Room)

April 22, 2025 at 12:00 PM

### MINUTES

Google Meet joining info

Video call link: <https://meet.google.com/rju-qdoi-cnv>

Or dial: (US) +1 240-734-0345 PIN: 878 890 445#

More phone numbers: <https://tel.meet/rju-qdoi-cnv?pin=6128484883774>

**CALL TO ORDER** - 12:15 pm

#### 1. ROLE CALL

Board Chair Ron Skinner, Board Vice-Chair Sylvia Zhonnie, Board Member Suzette Morris, Board Member Steve Hiatt, Board Member Lois Young, Board Member Revina Talker, County Commission Representative Jamie Harvey, Public Health Director Mike Moulton, Business Manager Tyler Ketron

#### APPROVAL OF MINUTES & AGENDA

##### 2. Approve Meeting Minutes from February 13, 2025

Motion: Suzette Morris

Second: Sylvia Zhonnie

Vote: Unanimous

##### 3. Approve Today's Agenda

Motion: Steve Hiatt

Second: Suzette Morris

Vote: Yes - Sylvia Zhonnie, Suzette Morris, Steve Hiatt

Abstained - Ron Skinner, Jamie Harvey

#### PUBLIC COMMENT

## BUDGET UPDATE

### 4. Expenditure Summary - Tyler Ketron (Business Manager)

Tyler Ketron presented and explained the spreadsheet that is used internally at the Health Department to track contract balances. The board requested that he email a copy of the spreadsheet to them to review.

### 5. COVID-19 Funding Cuts - Tyler Ketron

Tyler Ketron discussed the COVID-19 contracts that were terminated early and the financial impact associated with the cuts.

Mike Moulton explained to the board how the funding cuts have a direct impact on the funding source for any local epidemiology-related work. He is currently looking at alternative duties for the local epi to perform for the time being.

## INFORMATIONAL / RECOGNITION ITEMS

### 6. DRAFT Survey to gather community input and improve outreach strategies related to the White Mesa Mill

Adam Wingate from the Division of Waste Management and Radiation Control discussed the survey that was created by himself and Alejandra Toscano to gather community input. They are working towards implementing the survey. The goal is to find what the community concerns are and how to effectively communicate.

There was a discussion about what would happen if there were an emergency involving the transportation of ore. Adam provided an example of one of the mill's emergency response plans and explained that the mill has plans in place for any type of emergency.

The survey includes any concerns that the citizens have regarding the mill. It is one step towards effective communication between all parties involved. The goal is to provide education and communication to the community.

Commissioner Harvey explained that a lot of citizens of the Navajo Nation communities are upset that they didn't have any say in the Navajo Nation's decision to accept the agreement for transportation of uranium. They also expressed that they need funding and resources to set up emergency response coordination in each chapter. The board agreed that more communities should be included in the survey.

### 7. Hiring Needs - Mike Moulton (Interim Director)

Mike Moulton discussed the department's open positions and the difficulty in filling those positions. There is concern that the department is not offering enough compensation for the Nursing Director position. Open positions include Health Officer, Nursing Director, Public Health Nurse, and a part-time front desk person.

### 8. Administrative Communications and updating of the current contact information for board members - Ron Skinner (Chairman)



Ron Skinner discussed the process of hiring a Health Officer and the difficulties associated with that. Ron and Commissioner Harvey talked about their meeting with leadership from the State of Utah Department of Health and Human Services regarding the hiring of a Health Officer. Members of the board requested that they receive more communication regarding future meetings that the Health Board Chair and Interim Health Officer attend.

## **DIRECTOR'S REPORT**

## **BUSINESS ACTION ITEMS**

### **CONFIRM FUTURE MEETING TIME & LOCATION**

It was decided that the next meeting will be scheduled at a later date.

## **ADJOURNMENT**

Motion: Suzette Morris - 2:22 pm

Second: Sylvia Zhonnie

Vote: Unanimous

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



## COMMISSION STAFF REPORT

---

**MEETING DATE:** June 3, 2025

**ITEM TITLE, PRESENTER:** Combined EPSDT Consumer Ed-San Juan contract, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

---

### SUMMARY

The Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) is a health promotion and outreach case management program where our staff facilitate access to and encourage comprehensive preventative health screening of Utah children enrolled in Medicaid to identify potential health problems and/or conditions and to ensure that additional diagnosis, evaluation, and treatment services are obtained when necessary.

**CONTRACT PERIOD:** Effective Date: 07/01/2025

Termination Date: 06/30/2030

### HISTORY/PAST ACTION

Commission approval of previous contracts.

### FISCAL IMPACT

DHHS agrees to pay a maximum of \$53,380.00 in cost reimbursement following the provisions of this contract.



## UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

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

251691599  
DHHS Log Number

252701599  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Combined EPSDT Consumer Ed-San Juan.
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

### **PAYMENT ADDRESS**

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

### **MAILING ADDRESS**

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

**Vendor ID:** 06866HL

**Commodity Code:** 94842 Health Care Management

3. **GENERAL PURPOSE OF CONTRACT:** The purpose of this contract is to provide funding for member and provider outreach activities as performed by Utah's Local Health Departments.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2025 through 06/30/2030, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** DHHS agrees to pay a maximum of \$53,380.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this contract shall be directed to the following individuals:

### **CONTRACTOR CONTACT**

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

### **DHHS CONTACT**

Kelly Garcia  
(801) 538-6945  
kgarcia@utah.gov

7. **REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: Attachment A

8. 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.
  9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
- 

Intentionally Left Blank

**Contract with Utah Department of Health & Human Services and San Juan County, Log # 251691599**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

Signature

**Signed by:** \_\_\_\_\_

\_\_\_\_\_  
Sylvia Stubbs

County Commission Chair

Date Signed: \_\_\_\_\_

## Article 1 PURPOSE

- 1.1 **Purpose.** This contract is to provide outreach for services under the Early and Periodic Screening, Diagnostic, and Treatment program. This contract also provides member consumer education and assistance in selecting a primary care physician ("PCP").

## Article 2 DEFINITIONS

- 2.1 **Definitions.** In this contract, the following definitions apply:

**"Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)"** means a health promotion and outreach case management program under which the Contractor's staff facilitates access to and encourages comprehensive preventative health screening of Utah children enrolled in Medicaid to identify potential health problems and/or conditions and to ensure that additional diagnosis, evaluation, and treatment services are obtained when necessary.

**"Local Providers"** means physicians, clinics, hospitals, durable medical equipment providers, nursing homes and other providers of medical services operating in the Contractor's area.

**"Managed Care Entity (MCE)"** are comprised of Managed Care Organizations ("MCOs"), Primary Care Case Management, Prepaid Inpatient Health Plans ("PIHPS"), and Prepaid Ambulatory Plans ("PAHPS"). MCEs provide services to its Medicaid enrollees through contracted arrangements between DIH and the MCE.

**"Mandatory Enrollment County"** means counties in which Medicaid members live that must choose a county available MCE to receive Medicaid benefits. These counties are Utah, Weber, Salt Lake, Davis, Cache, Box Elder, Iron, Washington, Rich, Tooele, Morgan, Summit and Wasatch counties.

**"User"** means any employee or agent of the Contractor who has access to or makes use of any database maintained by the State or by DHHS, and to whom DHHS has given access.

**"Voluntary Enrollment County"** means counties in which Medicaid members live that have the option to enroll in a county available MCE. These counties are Beaver, Carbon, Daggett, Duchesne, Emery, Garfield, Grand, Juab, Kane, Millard, Piute, San Juan, Sanpete, Sevier, Uintah and Wayne counties.

## Article 3 CONTRACTOR REQUIREMENTS

- 3.1 **Contractor Requirements.** The Contractor shall:

- (1) place special emphasis on ensuring that Medicaid eligible children receive preventative oral health services including, but not limited to, the application of dental varnish during the health screen;
- (2) utilize the DHHS issued weekly and monthly reports to contact 100% of families on the list by telephone, or by letter when telephone contact is not possible. The following must be

completed with parents and guardians within 30 days from the date the Contractor receives the report :

Item 6.

- (A) educate and remind parents and guardians that their children are in need of well child visits, at no cost to the parent or guardian, including an explanation of the importance of benchmark screenings;
  - (B) educate parents and guardians on the importance of immunizations;
  - (C) educate parents and guardians on mental health resources;
  - (D) educate parents and guardians on the importance of preventative oral health services including, but not limited to, the application of dental varnish during the health screen;
  - (E) educate parents and guardians regarding the importance of using a PCP;
  - (F) for children who did not receive an EPSDT exam, remind parents and guardians that their children need screening services; educate the parents and guardians about the value of EPSDT well-child services to their child(ren)'s wellbeing; and explain that the services are available at no cost;
  - (G) offer assistance to parents and guardians in finding health care providers, keeping appointments, and obtaining any follow-up care required; and
  - (H) provide information on the availability of transportation assistance upon request of the parent or guardian;
- (3) provide the DHHS approved educational talking points specific to the activities in this contract;
  - (4) if offering EPSDT screening services, not encourage families to use the Contractor's services over the services of the families' established health care providers;
  - (5) upon request by foster parents, foster care case workers, and Fostering Healthy Children staff, provide assistance in identifying health care providers who offer EPSDT services;
  - (6) identify potentially eligible families during encounters associated with the Women Infants and Children program, Immunization clinics, Prenatal program and other local health department ("LHD") programs which serve families and children; and
  - (7) make families aware of the services that are accessible through EPSDT and the Contractor. This may include distributing flyers, brochures, or other promotional materials; conducting community outreach; or hosting informational sessions to ensure families are aware of and can access the full range of available services.

### 3.2 **Provider Education and Outreach.** The Contractor shall:

- (1) contact Local Providers to promote participation in the Utah Medicaid program and shall inform interested Local Providers of how they can enroll with the DHHS Provider Enrollment team;

- (2) contact any unenrolled providers in the LHD's area and encourage them to enroll with Medicaid. If there are no unenrolled providers in the LHD's area no further action is necessary;
- (4) provide general information regarding the Utah Medicaid program when contacted by a Local Provider;
- (5) refer questions regarding Managed Care to DHHS Office of Managed Health Care or to the applicable MCE as appropriate;
- (6) upon request from a Local Provider, provide information on additional community resources available to address the medical needs of Medicaid eligible children;
- (7) track the number of provider education contacts and submit this data to DHHS in a DHHS approved format by July 31st each year; and
- (8) establish dialogue with local community groups and agencies, such as Head Start, to make them aware of what services may be available to the families they serve and how to access EPSDT services. At a minimum, the Contractor must contact one group each month.

### 3.3 **Member Education and Outreach.** The Contractor shall:

- (1) upon request from a parent or guardian, provide basic information regarding the Medicaid program, including how to access the online Medicaid Member Guide. If requested, the Contractor shall provide a printed copy of the Medicaid Member Guide;
- (2) when contacted by a parent or guardian seeking enrollment in an MCE:
  - (A) refer the parents or guardians who reside in a Mandatory Enrollment County to the DHHS Health Program Representatives; and
  - (B) assist parents or guardians who reside in a Voluntary Enrollment County by explaining to them how to enroll in an MCE and referring them to the DHHS Health Program Representatives.
- (3) upon receiving questions regarding information about an MCE, provide contact information for the MCE wherein the Medicaid eligible child is enrolled; and
- (4) track the number of member education contacts and submit this data to DHHS in the DHHS approved format by July 31st each year.

### 3.4 **Access to State of Utah Databases.** The Contractor shall:

- (1) designate one employee to monitor the Users;
- (2) maintain a log of all employees or Subcontractors who have access to any database maintained by DHHS to whom DHHS has given access;
- (3) notify DHHS within two business days when an employee or subcontractor who has access to a database maintained by DHHS no longer requires access to the database; and
- (4) on a quarterly basis, provide DHHS with a log of all employees who have access to a DHHS maintained database and in submitting that log to DHHS, certify that the job duties of each



employee named in the log require that employee to have access to a DHHS-maintained database.

Item 6.

**3.5 Reporting Requirements.** The Contractor shall:

- (1) provide DHHS with job specifications, descriptions and associated organization charts for all personnel charged to this contract and provide DHHS updates within 30 days of any changes;
- (2) Record all contacts with parents or guardians and community and Local Providers through the Provider Reimbursement Information System for Medicaid (“**PRISM**”) EPSDT Subsystem.

Article 4  
OUTCOMES

**4.1 Expected Outcomes.** The Contractor shall:

- (1) report on activities that demonstrate working with parents and guardians to assist with the following:
  - (A) obtaining yearly EPSDT screenings;
  - (B) receiving yearly childhood immunizations; and
  - (C) receiving yearly oral health screenings.
- (2) report on activities that demonstrate efforts to increase the following:
  - (A) Medicaid enrolled physicians and dentists yearly after being contacted by the Contractor; and
  - (B) Medicaid eligible children using a PCP after receiving education from the Contractor.
- (3) contact 100% of its EPSDT families within 30 days of receiving the Medicaid report, either by phone or by letter, to educate parents or guardians related to receiving exams, finding healthcare providers, keeping appointments, and obtaining follow-up care.

**4.2 Outcome Measurement.** The Contractor shall collect and report data for each of the outcomes listed in 4.1 This shall be measured through maintaining appropriate and necessary reporting to the DHHS.

**4.3 Outcome Reporting.** The Contractor shall report the outcomes annually from data collected from July 1st to June 30th. A report shall be due July 31st each year.

Article 5  
DHHS REQUIREMENTS

## 5.1 DHHS Requirements. DHHS agrees to:

- (1) provide printed Medicaid Member Guides upon the Contractor's request;
- (2) distribute two weekly reports:
  - (A) EPSDT Screenings past due; and
  - (B) Newly Eligible for EPSDT:
    - (i) these reports detail demographic information and recent claim history related to scheduled EPSDT screenings for those Medicaid eligible children in each county;
- (3) distribute two monthly reports:
  - (A) Unborn Report:
    - (i) this report details demographic information related to Medicaid eligible pregnant women.
  - (B) Newborn Report:
    - (i) this report details demographic information related to Medicaid eligible newborns.
- (4) provide confirmation of online reports submitted by the Contractor within 10 working days of receiving a confirmation request;
- (5) provide access to PRISM EPSDT Subsystem reports detailing the results and progress of outreach activities on an ongoing basis, or upon request from the Contractor;
- (6) provide training and technical assistance as requested or needed;
- (7) meet annually with the Contractor to discuss outcomes; and
- (8) approve of the LHD staff educational talking points before use.

## Article 6 PAYMENT AND AUDIT REQUIREMENTS

### 6.1 Payment and Audit Provisions.

- (1) Upon DHHS request, the Contractor shall provide documentation to validate any invoice charges.
- (2) If the Contractor cannot provide back-up documentation or cannot substantiate that a cost has been appropriately allocated on the invoice, DHHS may disallow the payment. If the

Contractor disagrees with the DHHS disallowance, the Contractor may request a State Fair Hearing within 30 days of the DHHS disallowance.

Item 6.

- (3) DHHS shall recoup any payment paid to the Contractor which was paid in error.
- (4) The Contractor shall refund any overpayments to DHHS within 30 calendar days of discovering an overpayment or being notified by DHHS that overpayments are due. If the Contractor fails to refund an overpayment within 30 days, DHHS shall deduct the overpayment from the next DHHS payment(s) to the Contractor.
- (5) If the Contractor disagrees with the DHHS determination that an overpayment has been made, the Contractor may request a State Fair Hearing within 30 days of the DHHS recoupment of the overpayment.
- (6) If, for any reason, funding to DHHS is reduced by any amount under federal or state funding, block grants, capitation or any other mechanism, the Parties shall immediately renegotiate a yearly maximum contract amount to conform to the funds reduction.



## COMMISSION STAFF REPORT

---

**MEETING DATE:** June 3, 2025

**ITEM TITLE, PRESENTER:** Early Childhood Targeted Case Management-San Juan County contract,  
Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

---

### SUMMARY

The purpose of this contract is to assist Medicaid-eligible children in gaining access to medical, social, educational, or other services needed.

**CONTRACT PERIOD:** Effective Date: 07/01/2025

Termination Date: 06/30/2030

### HISTORY/PAST ACTION

Commission approval of previous contracts.

### FISCAL IMPACT

DHHS agrees to pay a maximum of \$68,000 in cost reimbursement in accordance with the provisions of this contract.



## UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES GRANT AGREEMENT

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

251691745  
DHHS Log Number

252701745  
State Agreement ID

1. AGREEMENT NAME: The name of this agreement is Early Childhood Targeted Case Management-San Juan County.
2. PARTIES: This agreement is between the Utah Department of Health & Human Services (DHHS) and San Juan County (GRANTEE).

### **PAYMENT ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding, UT 84511  
**Vendor ID:** 06866HL

**Commodity Code:** 94842 Health Care Management

### **MAILING ADDRESS**

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

3. GENERAL PURPOSE OF AGREEMENT: This contract is to assist Medicaid eligible children in gaining access to needed medical, social, educational, or other services.
4. AGREEMENT PERIOD: The service period of this agreement is 07/01/2025 through 06/30/2030, unless terminated or extended by agreement in accordance with the terms and conditions of this agreement.
5. AGREEMENT AMOUNT: DHHS agrees to pay a maximum of \$68,000.00 in accordance with the provisions of this agreement.
6. AGREEMENT INQUIRIES: Inquiries regarding this agreement shall be directed to the following individuals:

### **GRANTEE CONTACT:**

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

### **DHHS CONTACT:**

Kelly Garcia  
(801) 538-6945  
kgarcia@utah.gov

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

Attachment A: Attachment A

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

Intentionally Left Blank

**Agreement with Utah Department of Health & Human Services and San Juan County, Log # 251691745**

IN WITNESS WHEREOF, the parties enter into this agreement.

**San Juan County**

Signature

**Signed by:** \_\_\_\_\_

\_\_\_\_\_  
Sylvia Stubbs  
County Commission Chair

Date Signed: \_\_\_\_\_

## Early Childhood Targeted Case Management Services

Article 1  
PURPOSE

- 1.1 **Purpose.** This contract is to assist Medicaid eligible children in gaining access to needed medical, social, educational, or other services.

Article 2  
DEFINITIONS

- 2.1 **Definitions.** In this contract, the following definitions apply:

“CMS” means Centers for Medicare and Medicaid Services.

“FFP” means Federal Financial Participation which is a federal share of Medicaid payments authorized and directed under Section 1903(a) of the Social Security Act and are available for costs incurred to provide targeted case management and must be matched with non-federal funds.

“State Fiscal Year” means the 12 calendar months commencing on July 1 and ending on June 30.

“State Match” means funds provided by a state or its local governments to meet a required match for a federal grant.

“TCM” means Targeted Case Management services furnished to defined target groups or in any defined location without requirements related to statewide provision of services or comparability.

Article 3  
CONTRACTOR REQUIREMENTS

- 3.1 **Activities.** The Contractor shall:

- (1) perform comprehensive initial assessments and periodical reassessments to determine the need for any medical, educational, or social services and who shall perform them;
- (2) perform outreach and referral service coordination and monitoring activities as necessary to ensure Medicaid eligible children receive timely and appropriate assessments and services to address any identified risk factors;
- (3) develop a care plan based on information collected through the assessment;
- (4) coordinate the delivery of services for the members, including Early and Periodic Screening, Diagnostic, and Treatment screenings and follow-up:
  - (A) identify and inform the parents or guardians of appropriate and available services;
  - (B) establish and maintain communication with the primary care provider as appropriate:
    - (i) assist with scheduling and maintaining appointments;
  - (C) ensure services are being furnished in accordance with the care plan;
  - (D) perform monitoring and follow-up activities to determine the appropriateness of the services;



- (E) explain the importance of a team-based health care delivery model, led by a health care provider to provide comprehensive and continuous medical care to patients with a goal to obtain maximal health outcomes for the child, also known as a medical home;
  - (F) visit the child's home when practical and necessary;
  - (G) assist in establishing and maintaining eligibility for social or educational entitlements other than Medicaid; and
  - (H) ensure that in the process of coordinating care, each Medicaid eligible child's privacy is protected in accordance with the privacy requirements in 45 C.F.R. parts 160 and 164, subparts A and E;
- (5) maintain case records and documentation;
- (A) retain all documentation/records related to administrative claims for a period of five years from the date of service and indefinitely if under review by CMS; and
  - (B) provide records and documentation when requested by DHHS;
- (6) if the Contractor develops operational documents including training manuals, surveys, brochures, information and referral guides or similar materials, or any other documents that in any way relate to Medicaid policy and procedures, including the interpretation of such policies and procedures, submit the documents to DHHS for review and approval prior to dissemination; and
- (7) notify DHHS of scheduled training sessions and provide the opportunity for participation, as appropriate, to ensure consistency.

#### Article 4 OUTCOMES

- 4.1 **Expected Outcome.** Through developing a plan of care and coordinating delivery of services, Medicaid-eligible children will receive quality and appropriate services.
- 4.2 **Outcome Measurement.** The outcomes will be measured through maintaining appropriate and necessary documentation for reporting to DHHS.
- 4.3 **Outcome Reporting.** The Contractor shall report the outcomes annually from data collected during the SFY. The report is due by July 31<sup>st</sup>.

#### Article 5 DHHS REQUIREMENTS

- 5.1 **DHHS Activities.** DHHS shall:
- (1) oversee the program in accordance with applicable federal regulations and the Utah State Medicaid Plan as it currently exists or is hereafter amended;
  - (2) provide, as necessary and requested, timely information, training and guidance to assist the Contractor to meet the responsibilities;
  - (4) periodically monitor and evaluate the Contractor's performance and costs;

- (5) retain full authority and responsibility to approve all policies, rules, and interpretations related to the administration of the Medicaid program and is the sole agency responsible for liaison with CMS. All formal requests for information and clarification must be submitted to CMS by or through DHHS;
- (6) notify the Contractor of scheduled training sessions and provide the opportunity for participation, as appropriate, to assure consistency; and
- (7) meet annually with the Contractor to discuss outcomes.

## Article 6

### STATE MATCH AND ADMINISTRATIVE FEES

#### 6.1 State Match.

- (1) CMS requires that DHHS have the Medicaid State Match in its administrative control prior to drawing down FFP. The Contractor shall pay the State Match on expenditures made by the Contractor for TCM services as outlined in the Utah Medicaid Provider Manual for TCM: Early Childhood Development:
  - (A) the Contractor shall pay the estimated State Match no later than 15 days prior to the start of each new quarter.
- (2) DHHS shall bill the Contractor for the State Match due approximately 45 days before the start of each quarter. The billings for the State Match will be based on estimates for the upcoming quarter. The State Match estimates will be based on actual Medicaid payments made during the most recently completed quarter.
- (3) The Contractor shall pay the State Match on expenditures made by DHHS to the Contractor for the Medicaid portion of Medicare Crossover payments for TCM services.
- (4) The Contractor shall guarantee that the State Match is derived from state and/or local funds and that the funds have not been transferred to or received from a non-governmental entity.
- (5) DHHS shall make no payments for services until the State Match has been paid.
- (6) DHHS shall perform a final reconciliation on the State Match at the end of the State Fiscal Year:
  - (A) the resulting over/under payment on the State Match will be debited or credited to the next quarter's obligation.

#### 6.2 Administrative Charge.

- (1) The Contractor shall guarantee that the administrative charge is derived from state and/or local funds and that the funds have not been transferred to nor received from a non-governmental entity.
- (2) DHHS shall bill the Contractor for the administrative charge due approximately 45 days before the start of each quarter. The bills for the administrative charge will be based on the estimate given in section 6.2 (5) for the upcoming quarter.
- (3) DHHS shall make no payments for services until the administrative charge has been paid.
- (4) DHHS shall perform a final reconciliation on the administrative charge at the end of the State Fiscal Year:

- (A) the resulting over/under payment on the administrative charge will be debited or credited to the next quarter's obligation.
- (5) DHHS shall bill the Contractor an estimated administrative charge based on Medicaid payments for the services, quarterly, using the following schedule. The administrative percentage applied will be based on cumulative year-to-date expenditure.

Expenditures	Administrative Fee
\$1-\$500,000	3 percent of total
\$500,001-\$1,000,000	\$15,000 + 2 percent of the amount exceeding \$500,000
Greater than \$1,000,000	\$25,000 + 1 percent of amount exceeding \$1,000,000

## Article 7 FUNDING

- 7.1 The Contractor shall pay all FFP disallowances resulting from the Contractor's and/or the Contractor's provider(s) in case of:
- (1) failure to comply with federal regulations, Utah's approved Medicaid State Plan, the Medicaid Provider Agreement, the Utah Medicaid Provider Manual, or the terms of this contract;
  - (2) failure to implement any corrective action specified by DHHS; or
  - (3) mismanagement.



## COMMISSION STAFF REPORT

---

**MEETING DATE:** June 3, 2025

**ITEM TITLE, PRESENTER:** Contract between the Utah Department of Environmental Quality and the San Juan County Public Health Department for Funding Year 2026, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

---

### SUMMARY

The purpose of this funding is to support the main responsibilities of the San Juan County Environmental Health Director, which are in accordance with R305-10 and Utah Code 26A-1-114.

**CONTRACT PERIOD:** Effective Date: 07/01/2025      Termination Date: 06/30/2026

### HISTORY/PAST ACTION

Commission approval of previous contracts.

### FISCAL IMPACT

The total funding allotment for the San Juan County Health Department is \$86,031.



## State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

## Department of Environmental Quality

Tim Davis  
Executive Director

Ashley Sumner  
Deputy Director

Item 6.

May 20, 2025

San Juan County Commissioners  
735 South 200 West Suite 2  
Blanding, UT 84511

Dear Commissioners:

I am pleased to present the one-year contract for the FY26 pass-through funding for the San Juan County Health Department. The total funding allotment is \$86,031.

The funding will take effect on July 1, 2025. San Juan County Health Department will need to submit monthly invoices to the Department of Environmental Quality, each attesting that the funds expended were in accordance with R305-10 and Utah Code 26A-1-114. The final invoice, certifying fund utilization, shall be submitted to the Department of Environmental Quality no later than July 15, 2026.

Please review the attached documents. If you agree to the terms and conditions, kindly sign and submit the contract using Adobe eSign. Sarah Ward will send you a final copy of the contract. If you have additional staff you would like the final signed contract sent to, please let Sarah know at [sarahward@utah.gov](mailto:sarahward@utah.gov) or 385.332.9574.

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

Sincerely,

Tim Davis (May 21, 2025 09:21 PDT)

Tim Davis  
Executive Director

Enclosures (3):

1. San Juan County HD Contract FY2026
2. Attachment A: State Of Utah Agency Standard Terms And Conditions For Goods And/Or Services
3. Attachment B: Scope of Work

CC: via Email w/Enclosures

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

**STATE OF UTAH CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:  
Department Name: Environmental Quality Agency Code: 480 Division Name: NA, referred to as  
the State Entity, and the following Contractor:  
Name: San Juan County Public Health Department **LEGAL STATUS OF CONTRACTOR**  
Address: 735 South 200 West Suite #2        Sole Proprietor  
City: Blanding State: UT Zip: 84511        Non-Profit Corporation  
Contact Person: Mike Moulton        For-Profit Corporation  
Phone No. 435.587.3838 Email: mmoulton@sanjuancountyut.gov        Partnership  
Vendor No. 06866HL Commodity Code No. 92535 X Government Agency
2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: \_\_\_\_\_  
The purpose of the funding contract is to pass through state funds appropriated by the Legislature to local health departments to  
perform minimum performance standards as outlined in R305-10 and Utah Code 26A-1-114.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# NA, FY       ,  
Bid No. NA, or other method: \_\_\_\_\_
4. **CONTRACT PERIOD:** Effective Date: 07/01/2025 Termination Date: 06/30/2026 unless terminated early or  
extended in accordance with the terms and conditions of this contract. Renewal options (if any): NA
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$ 86,031 for costs authorized by this contract.  
Prompt Payment Discount (if any): \_\_\_\_\_ Additional information regarding costs:  
The CONTRACTOR shall submit monthly invoices to the Department of Environmental Quality, each attesting that the funds  
expended were in accordance with R305-10 and Utah Code 26A-1-114. The final invoice, similarly certifying fund utilization, shall  
be submitted to the Department of Environmental Quality no later than July 15, 2026.
6. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for \_\_\_\_\_ Goods or X Services  
**ATTACHMENT B:** Scope of Work
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid No. \_\_\_\_\_ dated \_\_\_\_\_
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

**CONTRACTOR****STATE**

Contractor's Signature	Date	Agency's Signature	Date
	County Commissioner		
	Chair	Ashley Sumner	DEQ Deputy Director
Print Name	Title	Print Name	Title

**STATE OF UTAH APPROVING AUTHORITIES**

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

**ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES**

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
  - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) **"Federal Grant"** means a source of funding from the federal government that forms all or part of the basis for the State Entity's funding for the Contract.
  - g) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
  - h) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
  - i) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
  - j) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
  - k) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - l) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - m) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - n) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or 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. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover,

Contractor is responsible for its Subcontractors compliance under this Contract.

Item 6.

10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following 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 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. Such termination shall become effective thirty (30) days after written notice by the State Agency delivered to the Contractor, except such termination shall be effective immediately upon notice if the underlying Federal Grant is terminated without notice to the State Entity.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may



otherwise have under this Contract.

Item 6.

**18. CONTRACTOR'S INSURANCE RESPONSIBILITY: INTENTIONALLY DELETED**

**19. RESERVED.**

**20. PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

**21. DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

**22. ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

**23. INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

**24. PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received, except that final payment for Contracts funded by Federal Grants terminated by the federal government without notice to the State Entity as described in Paragraph 15 will be made under the payment procedures applicable to the Federal Grant. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). Except for final payments under terminated Federal Grants described above, if payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

**25. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

**26. OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

**27. OWNERSHIP IN CUSTOM DELIVERABLES: INTENTIONALLY DELETED**

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

**29. REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from

receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

Item 6.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State. .
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) 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 the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **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.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **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.

Item 6.

47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 4/23/2025)

## Attachment B – Scope of Work

### 1. Funding

- a. **Funding Period:** July 1, 2025 to June 30, 2026
- b. **Line-Item Funding:** \$86,031
- c. **General Purpose of Funding Contract:** The purpose of the funding contract is to pass through state funds appropriated by the Legislature to local health departments to perform minimum performance standards as outlined in R305-10 and Utah Code 26A-1-114.

### 2. Authority

- a. R305-10-10 State funds appropriated by the Legislature will be allocated through contracts to local health departments, ensuring each receives an equal portion for up to one full-time equivalent position.

### 3. Reporting

- a. The CONTRACTOR will report directly to the Natural Resources, Agriculture, and Environment Interim Committee on the use of the appropriated funds, pursuant to SB172 of the 2025 General Legislative Session, as incorporated in 19-1-111.
- b. A copy of the final report submitted to Natural Resources, Agriculture, and Environment Interim Committee will be sent to DEQ.

### 4. Invoicing

- a. The CONTRACTOR shall submit monthly invoices to the Department of Environmental Quality, each attesting that the funds expended were in accordance with R305-10 and Utah Code 26A-1-114. The final invoice, similarly certifying fund utilization, shall be submitted to the Department of Environmental Quality no later than July 15, 2026.



## COMMISSION STAFF REPORT

**MEETING DATE:** July 1, 2025

**ITEM TITLE, PRESENTER:** Approval of the San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 9, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

### SUMMARY

This amendment is to extend the termination date and to add more funding.

New Termination Date: June 30, 2026

Added Funding: \$209,286.00

This funding aims to prevent commercial tobacco use and connect users with evidence-based cessation resources. Approved activities include staff training, pilot projects, partnerships with priority populations and organizations, tobacco retail permitting, compliance checks (with dedicated funding), retail education and inspections, youth group engagement, education on age 21 laws, promotion of Quit Services, support for the Utah Indoor Clean Air Act, media campaigns, site visits, and program evaluation

### HISTORY/PAST ACTION

Commission approval of previous amendments.

### FISCAL IMPACT

The new reimbursable funding amount for July 1, 2025 – June 30, 2026, is \$209,286.00.



Utah Department of  
**Health & Human Services**

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

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

2120905

Department Log Number

212700217

State Agreement ID

1. AGREEMENT NAME: The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 9.
2. PARTIES: This amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County.

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

**Vendor ID:** 06866HL

**Commodity Code:** 99999

3. PURPOSE OF AMENDMENT: The purpose of this amendment is to change the termination date, increase the contract amount, and replace Attachment "B."
4. CHANGES TO AGREEMENT:
  1. The agreement termination date is being changed. The original termination date was June 30, 2025. The agreement period is increased by one year. The new agreement termination date is June 30, 2026.
  2. The contract amount is being changed. The original amount was \$1,122,386.18. The funding amount will be increased by \$209,286.00 in state funds. New total funding is \$1,331,672.18.
  3. Attachment "B" effective July 1, 2025 is replacing Attachment "B" which was effective September 2024. Article II Payments and Article III Services are changed.

**UEI:** WCVABP2FEVA2

**Indirect Cost Rate:** 0.00 %

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2025 .

Intentionally Left Blank

**Contract with Utah Department of Health & Human Services and San Juan County , Log # 2120905**

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

**Signed by:** \_\_\_\_\_

\_\_\_\_\_  
Silvia Stubbs  
Commission Chair

Date Signed: \_\_\_\_\_



Attachment B: Special Provisions  
San Juan County Health Department FY21 – FY25 Amendment 9

**I. DEFINITIONS**

- A. "Qualtrics" means a web-based reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. "CDC" means the Center for Disease Control and Prevention.
- C. "CDC Funds" mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. "Compliance Checks" mean routine checks of retailers conducted by the GRANTEE where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. "FDA" means Food and Drug Administration.
- F. "HUD" means United States Department of Housing and Urban Development.
- G. "MSA Grant Funding" means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- H. "MUH" means multiunit housing.
- I. "QuickBase" means a web-based application tool used by local health departments to manage and report their tobacco retailer education and enforcement activities including underage sale investigations (compliance checks), combined retailer inspection requirement, and permit suspension/revocation data.
- J. "SDOH" means Social Determinants of Health.
- K. "Synar" means the Synar Amendment.
- L. "Tax Fund" means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- M. "UICAA" means the Utah Indoor Clean Air Act.

**II. PAYMENTS**

- A. DHHS agrees to reimburse the GRANTEE up to a maximum total of \$209,286.00 for expenditures in accordance with the funding categories described in this contract. The amount reimbursed is based on the number of services provided by the GRANTEE as reported each month on the Monthly Expenditure Report submitted to the DHHS.
- B. The amounts listed below are the maximum amount the DHHS can reimburse the GRANTEE. Funds can only be expended as follows:
  - 1. \$73,193.00 is available from the MSA Grant for the period of July 1, 2025 - June 30, 2026 and shall be allocated in accordance with the following:
    - a. Up to \$4,053.00 shall be reimbursed for Compliance Checks. The DHHS agrees to reimburse the GRANTEE \$96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section III; objective identified as Compliance Checks.
    - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section III.
  - 2. \$54,437.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2025 - June 30, 2026. The GRANTEE shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:
    - a. The regulation provisions described in Section 26B-7-505;
    - b. The labeling requirement described in Section 26B-7-505; and
    - c. The penalty provisions described in Section 26B-7-518.
  - 3. \$81,656.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product

Tax Restricted Account for the period of July 1, 2025 - June 30, 2026 and shall be allocated in accordance with the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129 to issue grants.

### III. SERVICES

The GRANTEE shall participate in all the following activities in accordance with the funding provided as outlined in Section III.

Activity Title	Objective
Continuing Education	By June 30, 2026, 2 staff funded by tobacco will attend at least 1 workplan-related training per quarter.
Priority Populations	By June 30, 2026, implement and report on established plan to collaborate with identified priority population.
SDOH Partnerships	By June 30, 2026, identify 11 partners focused on SDOH and/or risk and protective factors.
Outreach Partnerships	By June 30, 2026, provide supportive technical assistance related to tobacco prevention and/or cessation resources to 10 organizations.
Tobacco Retail Permitting	By June 30, 2026, ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2026, complete 2 tobacco compliance checks in each tobacco retail outlet.
Retail Education	By June 30, 2026 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product and Nicotine Product Inspections	By June 30, 2026 conduct combined inspections in 18 retailers.
CBO Partnership	By June 30, 2026 establish 6 partnership with community based organizations that work to provide school connectedness through culturally relevant programs that promote resilience and/or emotional well-being.
Behavioral Health	By June 30, 2026 collaborate with 4 behavioral health professionals to screen for tobacco use and dependence (including e-cigarettes) and educate when interacting with youth and young adults.
Youth Groups	By June 30, 2026 support a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2026 educate 4 municipalities and 100% retailers on the minimum

age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products.

By June 30, 2026 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with retailers, municipalities and/or community groups or agencies.

Quit Services	By June 30, 2026 increase Quit Line registered calls in local area from 1 during 7/2023-6/2024 to 2 and E-Coach registered members from 11 during 7/2023-6/2024 to 15.
Low Income Cessation Services	By June 30, 2026 work with 2 local services that are utilized by low income individuals to promote tobacco cessation programs.
Low Income MUH Policy	By June 30, 2026 provide resources, training and technical assistance to 1 low-income MUH property to implement, improve and/or maintain comprehensive tobacco policies.
MUH Policy	By June 30, 2026, provide resources, training & technical assistance to 1 MUH property to implement, improve and/or maintain comprehensive tobacco policies.
Worksite Policy	By June 30 2026 work with 1 worksite to implement, improve and/or maintain environmental and employee policies.
UICAA	By June 30, 2026 respond to 100% of UICAA complaints and provide education, signage, and materials as appropriate.

#### IV. REPORTS

- A. The GRANTEE shall report on the progress report measure for each of their work plan activities as listed in Section IV, in Qualtrics. Progress reports shall be submitted quarterly by the 15<sup>th</sup> of October, January, April, and July.
- B. The GRANTEE shall report tobacco retailer-related data as needed in QuickBase, a web-based application system.

#### V. DHHS PROGRAM ROLE

- A. DHHS through its Tobacco Prevention and Control Program agrees to:
  1. Provide written confirmation of receipt of reports within 10 working days;
  2. Provide written feedback on results/progress within 20 working days of receiving report;
  3. Provide training and technical assistance, as requested/needed; and
  4. Conduct one (1) site visit during the contract period at a mutually agreed upon time with a jointly developed agenda.

#### VI. MEDIA

- A. When the GRANTEE has a DHHS-approved media campaign in their jurisdiction, GRANTEE staff shall conduct that campaign according to the DHHS "Way To Quit Brand Guidelines."
  1. Media campaigns include Public Service Ad (PSAs) scripts, produced PSAs, websites specifically

created and included in GRANTEE proposal for designated programming (not to include general GRANTEE websites), brochures, flyers, posters, advertisements, incentive items and other marketing materials as detailed in the approved plan.

- B. GRANTEE media campaign proposals must include campaign deadlines that are subject to approval by the appropriate DHHS program staff.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. GRANTEE staff shall:**

1. Participate in at least one (1) site visit with DHHS program staff;
2. Attend at least one (1) workplan-related training per quarter;
3. Collaborate and coordinate program evaluation with DHHS epidemiology staff and/or with DHHS'S external contracted evaluator;
  - a. DHHS epidemiology staff will be informed of tobacco-related evaluation projects and data collection efforts; and
4. Separately track and report expenses for Compliance Checks, which includes Retailer Education as part of the annual enforcement budget.
  - a. Enforcement budget shall be submitted annually or as requested by DHHS.

## **VIII. OUTCOMES**

The outcome of this contract is to support the overall comprehensive Tobacco Prevention and Control Program strategic plan to (1) prevent youth nicotine dependence, (2) reduce commercial tobacco product use, and (3) work with priority populations to reduce tobacco-related health disparities.

### **A. The following long-term measures support the outcomes:**

1. Reduce the percentage of Utah high school students who use tobacco (including vaping) to 8%.
2. Reduce the percentage of Utah young adults (18-24 years old) who vape to 15%.
3. Reduce adult cigarette smoking in very high Health Improvement Index areas to 10%.
4. Reduce the percentage of Utah adults on Medicaid who smoke to 18%.
5. Reduce the percentage of Utah adults (with no health insurance) who smoke to 16%.
6. Decrease the percentage of adult cigarette smoking (disparate populations) by 5% relative to baseline

**COMMISSION STAFF REPORT**

---

**MEETING DATE:** May 6, 2025

**ITEM TITLE, PRESENTER:** Approval of *San Juan County Health Department - STD Disease Intervention Services - 2019 Amendment 9*, by Mike Moulton, Interim Public Health Director

**RECOMMENDATION:** Approve

---

**SUMMARY**

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

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

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

**HISTORY/PAST ACTION****FISCAL IMPACT**

The funding amount will be increased by \$1,667.00 in federally reimbursed funding activities for the period of May 1, 2025, to September 30, 2025.



Utah Department of  
**Health & Human Services**

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

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

1901709

Department Log Number

192700666

State Agreement ID

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department - STD Disease Intervention Services - 2019 Amendment 9.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

**Vendor ID:** 06866HL

**Commodity Code:** 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and to replace Attachment "A".
4. **CHANGES TO CONTRACT:**
  1. The contract amount is being changed. The original amount was \$195,976.33. The funding amount will be increased by \$1,667.00 in federal funds. New total funding is \$197,643.33.
  2. Attachment "A", effective May 1, 2025, is replacing Attachment "A", which was effective March 2025. The document title is changed, Article "III" Funding, Section A. is changed, A. (17) is added.

**UEI:** WCVABP2FEVA2

**Indirect Cost Rate:** 0.00 %

Federal Funds

<b>Federal Program Name</b>	Strengthening STD Prevention and Control for Health Departments (STD PCHD)	<b>Award Number</b>	6 NH25PS005169-05-06
<b>Federal Awarding Agency</b>	CDC Office of Financial Resources	<b>Federal Award Identification Number</b>	NH25PS005169
<b>Assistance Listing Title</b>	Preventive Health Services Sexually Transmitted Diseases Control Grants	<b>Federal Award Date</b>	03/13/2025

<b>Assistance Listing Number</b>	93.977	<b>Funding Amount</b>	\$1,667.00
----------------------------------	--------	-----------------------	------------

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 05/01/2025 .
  6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    - A. All other governmental laws, regulations, or actions applicable to services provided herein.
    - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
  7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
- 

Intentionally Left Blank

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

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

**Signed by:** \_\_\_\_\_

\_\_\_\_\_  
Jamie Harvey  
County Commission Chair

Date Signed: \_\_\_\_\_



Attachment A: Special Provisions  
San Juan Health Department - STD Disease Intervention Services - 2019 Amendment 9

I. GENERAL PURPOSE:

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

II. DEFINITIONS:

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

III. FUNDING:

- A. Total funding is \$197,643.33.
1. \$4,000.00 for the period January 1, 2019 to December 31, 2019.
  2. \$5,000.00 for the period January 1, 2020 to December 31, 2020.
    - a. \$1,000.00 for STD Prevention Disease Intervention Services.
    - b. \$4,000.00 for Early Intervention Services - Disease Intervention Services.
  3. \$4,000.00 for the period January 1, 2021 to December 31, 2021.
    - a. \$2,000.00 for STD Prevention Disease Intervention Services.
    - b. \$2,000.00 for Early Intervention Services - Disease Intervention Services.
  4. \$25,911.00 for DIS Workforce for the period January 1, 2022 to December 31, 2022.
  5. \$4,000.00 for STD Prevention Disease Intervention Services for the period January 1, 2022 to December 31, 2022.
  6. \$51,822.00 for DIS Workforce for the period March 1, 2022 to December 31, 2022.
  7. \$4,000.00 for STD Prevention Disease Intervention Services for the period January 1, 2023 to December 31, 2023.
  8. \$430.00 for DIS Workforce for the period January 1, 2023 to January 31, 2024.
  9. \$25,000.00 for Training and Workforce Assessments for the period January 1, 2023 to January 31, 2024.
  10. \$27,820.00 for DIS Workforce for the period February 1, 2023 to December 31, 2023.
  11. \$12,498.33 for DIS Expanded Authority for the period April 1, 2023 to January 31, 2024.

12. \$375.00 for STD Prevention Disease Intervention Services for the period of July 19, 2023 to January 31, 2024.
13. \$25,753.00 for DIS Expanded Authority for the period of January 1, 2024 to January 31, 2025.
14. \$4,200.00 for STD Prevention Disease Intervention Services for the period of February 1, 2024 to January 31, 2025.
15. \$500.00 for STD Prevention Disease Intervention Services for the period of February 1, 2025 to February 28, 2025.
16. \$667.00 for STD Prevention Disease Intervention Services for the period of March 1, 2025 to April 30, 2025.
17. \$1,667.00 for STD Prevention Disease Intervention Services for the period of May 1, 2025 to September 30, 2025.

B. The Grantee shall:

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

IV. RESPONSIBILITIES OF GRANTEE:

A. For Case Investigation and Partner Services, the Grantee shall:

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

5. provide PrEP education and referrals to 75% of all persons who are diagnosed with syphilis and interviewed by the Grantee.
  6. ensure 85% of gonorrhea, syphilis, and syphilis reactor case investigations assigned to the Grantee's jurisdiction in EpiTrax receive a workflow status of 'Approved by LHD' within 60 days of diagnosis.
  7. ensure chlamydia case investigations assigned to the Grantee's jurisdiction in EpiTrax receive a workflow status of 'Approved by LHD' no later than four weeks after receiving the quarterly QA summary report.
- B. Comply with the following standards, protocols, policies, procedures and guidelines or latest update:
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 Infections Treatment Guidelines (<https://www.cdc.gov/std/treatment-guidelines/STI-Guidelines-2021.pdf>);
  3. Sexually Transmitted Infections Screening Guidelines (<https://www.cdc.gov/std/treatment-guidelines/screening-recommendations.htm>);
  4. *Morbidity and Mortality Weekly Report* (MMWR) (<https://www.cdc.gov/mmwr/index.html>);
  5. Disease Investigation Plans and Minimum Data Sets Chlamydia ([https://ptc.health.utah.gov/wp-content/uploads/2020/03/Chlamydia-Disease-Plan-Final\\_021920-PDF.pdf](https://ptc.health.utah.gov/wp-content/uploads/2020/03/Chlamydia-Disease-Plan-Final_021920-PDF.pdf)); Gonorrhea ([https://ptc.health.utah.gov/wp-content/uploads/2020/03/Gonorrhea-Disease-Plan-Final\\_021920-PDF-1.pdf](https://ptc.health.utah.gov/wp-content/uploads/2020/03/Gonorrhea-Disease-Plan-Final_021920-PDF-1.pdf)); and Syphilis ([https://ptc.health.utah.gov/wp-content/uploads/2020/03/Syphilis\\_Final\\_Rev\\_March-2018.pdf](https://ptc.health.utah.gov/wp-content/uploads/2020/03/Syphilis_Final_Rev_March-2018.pdf)).
  6. Administrative Code Rule R386-702 (<https://adminrules.utah.gov/public/rule/R386-702/Current%20Rules?searchText=R386-702>);
  7. Utah Code 58-1-501.3 Health Professional Prescribing Exceptions for Expedited Partner Therapy for Sexually Transmitted Diseases (<https://le.utah.gov/xcode/Title58/Chapter1/58-1-S501.3.html>); and
  8. Health Resources and Safety Administration 340B Regulations (<https://www.hrsa.gov/opa/index.html>).
- C. For reporting, the Grantee shall:
1. submit STD PCHD budget and grant reporting information by the requested deadline;
  2. provide the following information on all personnel supported by this funding no later than 30 days after hire:
    - a. staff name;
    - b. staff position, title, and job description;
    - c. annual salary (including fringe benefit percentage if applicable), and
    - d. number of FTE's supported by these funds.
- D. The Grantee shall attend an annual contract monitoring meeting with DHHS.

## V. OUTCOMES:

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

## A. Performance measures:

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

## B. Reporting: The Grantee shall submit data in EpiTrax.



## COMMISSION STAFF REPORT

---

**MEETING DATE:** July 1, 2025

**ITEM TITLE, PRESENTER:** Approval of the San Juan County Summer Food Service Program 2024 Amendment 1 contract, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

---

### SUMMARY

The general purpose of this contract is to provide funds to support inspections completed under the Food Service Program.

**PURPOSE OF THE AMENDMENT:** To increase the contract amount by \$345.00 and update the effective date to July 1, 2025.

### HISTORY/PAST ACTION

Commission approval of the initial contract.

### FISCAL IMPACT

The new reimbursable funding amount for the period from July 1, 2025, to June 30, 2026, is \$345.00.



Utah Department of  
**Health & Human Services**

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

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

2317205

Department Log Number

232702083

State Agreement ID

1. AGREEMENT NAME: The name of this contract is San Juan County Summer Food Service Program 2024 Amendment 1.
2. PARTIES: This amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County.

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

**Vendor ID:** 06866HL

**Commodity Code:** 99999

3. PURPOSE OF AMENDMENT: The purpose of this amendment is to increase the contract amount and replace Attachment A.
4. CHANGES TO AGREEMENT:
  1. The contract amount is being changed. The original amount was \$115.00. The funding amount will be increased by \$345.00 in federal funds. New total funding is \$460.00.
  2. Attachment A effective July 1, 2025 is replacing Attachment A, which was effective July 1, 2023. Article 4.1 Funding, Section 2 is added, and subsequent Sections are renumbered.

**UEI:** WCVABP2FEVA2

**Indirect Cost Rate:** 0.00 %

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2025 .

---

Intentionally Left Blank



**Contract with Utah Department of Health & Human Services and San Juan County , Log # 2317205**

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

**Signed by:** \_\_\_\_\_

\_\_\_\_\_

County Commission Chair

Date Signed: \_\_\_\_\_



Attachment A: Scope of Work  
San Juan County Health Department- Summer Food Service Program 2023 Amendment 1

Article 1  
GENERAL PURPOSE

The general purpose of this contract is to provide funds to the local health departments for inspections completed under the Summer Food Service Program. The contract functions in accordance with Utah Code sections 26A-1-108(1) and 26A1-1-115(3).

Article 2  
DEFINITIONS

In this contract, the following definitions apply:

“Contractor” means San Juan County.

“Department” means Utah Department of Health and Human Services, Environmental Health Program.

Article 3  
RESPONSIBILITIES OF CONTRACTOR

3.1 For the Summer Food Service Program the Contractor shall:

- (1) inspect each site participating in the Summer Food Service Program during a mealtime service to ensure food safety procedures are being followed;
- (2) complete at least one inspection at each site participating in the Summer Food Service Program (according to a list of participating sites provided by the Department); and
- (3) contact the DHHS when a critical violation cannot be corrected on site. Such notification shall be made within two working days and shall include:
  - (A) the establishment name;
  - (B) inspection date;
  - (C) inspection score;
  - (D) inspector’s name; and
  - (E) corrective action plan

3.2 For reporting the Contractor shall submit copies of site inspections to the Department no later than September 1 of each year.

Article 4

## FUNDING

4.1 Total funding is \$460.00.

- (1) \$115.00 for the period July 1, 2023 to June 30, 2024.
- (2) \$345.00 for the period July 1, 2025 to June 30, 2026.
- (3) This is a Fee for Service contract. The Department agrees to pay the Contractor a fee for service not to exceed the contract amount. The Contractor shall submit invoices for services rendered directly related to the performance of this Contract.

Fee for Service

Description

Amount

Site Inspection

\$115.00 each

- (4) The federal funds provided under this agreement are from the federal program and Award as recorded on the contract pages of the Contract.
- (5) Pass through Agency: Utah Department of Health and Human Services.
- (6) Number assigned by the Pass-through Agency: State Contract Number, as recorded Page 1 of this Contract.

Article 5  
INVOICING

5.1 In addition to the General Provisions of the Contract, the Contractor shall submit invoice to the Department no later than September 1 of the contract year.

Article 6  
OUTCOMES

- 6.1 Outcomes: The desired outcome of this contract is a greater likelihood that children participating in the Summer Food Service Program can consume healthy food without experiencing a negative health impact. The contract requires health inspections to be conducted at sites participating in the program, so violations can be identified, and public places are more likely to operate in a safe and sanitary manner.
- 6.2 Performance Measure: The number of sites participating in the program where an inspection was completed.
- 7.3 Reporting: The Contractor shall submit copies of site inspections to the Department no later than September 1 of each year.



# ANNUAL REPORT 2024



**PREVENT. PROMOTE. PROTECT**

Prepared By:  
San Juan Public Health Department

[www.sanjuanpublichealth.org](http://www.sanjuanpublichealth.org)

# Table of CONTENTS

03	Message From The Interim Health Officer
04	2024 Board of Health
05	2024 Department Staff
06	Financial Summary
07	Community Health Snapshot
08	Public Health Across the County
09	Epidemiology Disease Investigations
10-12	Health Education & Promotion
13	Environmental Health
14	Water & Environmental Quality
15-16	Nursing Services
17	The Monticello Victims of Mill Tailing Exposure (VMTE) Cancer Screening Program
18	Emergency Preparedness
19	Partners Recognition for 2024
20	Our Values & Contact Information

# MESSAGE FROM THE INTERIM HEALTH OFFICER



As we reflect on 2024, I am proud of the dedication and resilience demonstrated by our staff, partners, and community members. This year, San Juan County Public Health continued to strengthen services that promote wellness, prevent disease, and protect the health of our diverse communities.



We expanded access to essential health services, exercised our emergency preparedness capabilities through full-scale exercises and coordinated response efforts, and deepened our outreach in both rural and tribal areas. These achievements reflect our focus on access for all, collaboration, and forward-thinking solutions to public health challenges.

Thank you to everyone who contributed to our shared mission. Together, we are building a healthier San Juan County—today and for the future.

Mike Moulton

*Executive Director / Interim Health Officer*



## Mission And Vision Statement

*San Juan Public Health works to protect and promote the health of all families and communities we serve – including rural, underserved, and tribal – through compassionate support, education, connecting to resources, creative partnerships, healthy environments, and preventing disease and injury.*

# 2024 BOARD OF HEALTH

## MEMBERSHIP

- Ron Skinner, Chair  
Monticello, Utah
- Sylvia Zhonnie, Vice Chair  
Montezuma Creek/Red Mesa, Utah
- Jamie Harvey, Commissioner  
Montezuma Creek, Utah
- Suzette Morris, Board Member  
White Mesa, Utah
- Revina Talker, Board Member  
Monument Valley
- Lois Young, Board Member  
Bluff, Utah
- Stephen Haitt, Board Member  
Blanding, Utah

According to San Juan County Ordinance 2018-01-A, the San Juan County Board of Public Health is “empowered to enforce all ordinances of the County and all applicable ordinances of the municipalities, and the laws, rules, and regulations and standards of the State of Utah, now in force or that may hereafter be enacted, which relate to the health, sanitation and environment of the County.”



# 2024 DEPARTMENT **STAFF**



**Rebecca Benally**  
Health Promotion Director



**Brittney Carlson**  
Nursing Director, RN



**Tyler Ketron**  
Business Manager



**Bridget Horrocks**  
Public Health Nurse, RN



**Katie Knight**  
Public Health Nurse, RN



**Zoe John**  
Health Educator



**Lourdes Long**  
Childhood Care Coordinator



**Mike Moulton**  
Emergency Response  
Coordinator



**Dennis Shumway**  
Environmental Health Director

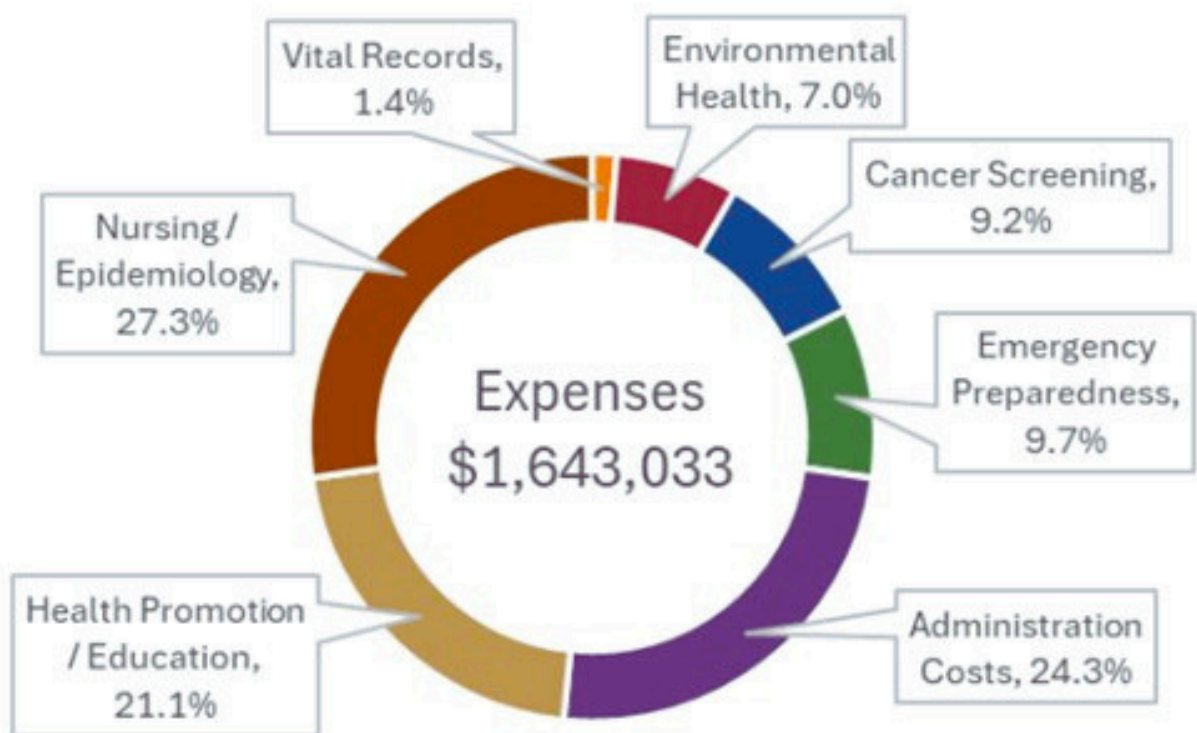
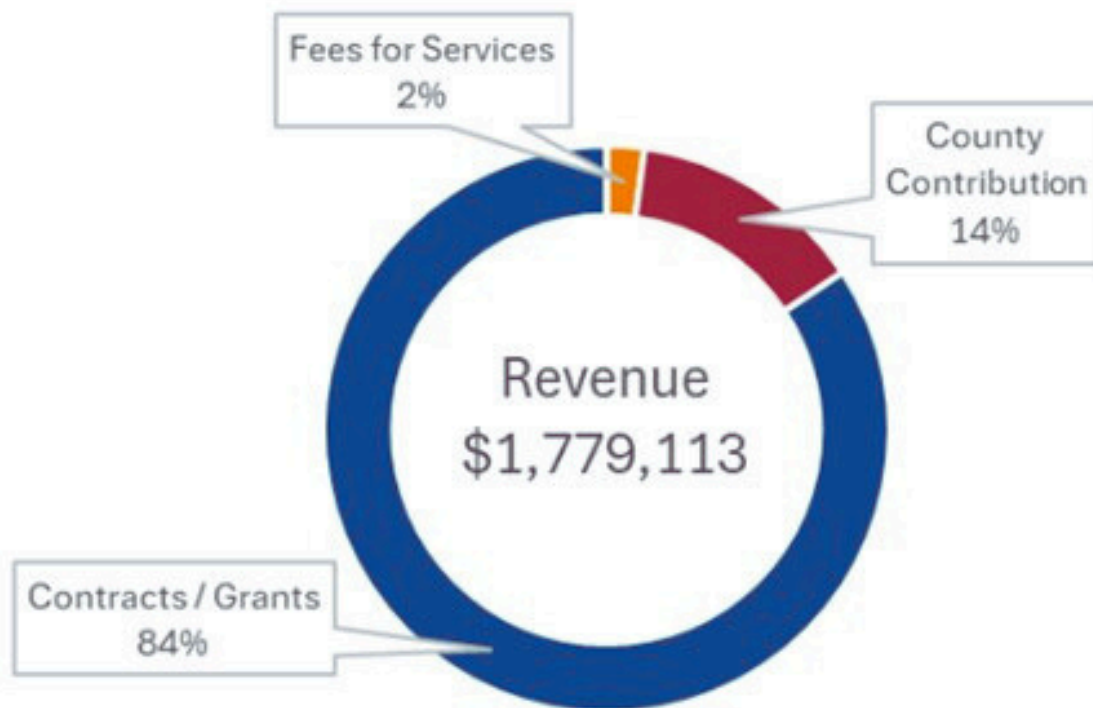


**Chante Sherrow**  
Receptionist



**Tisheena Yazzie**  
Epidemiologist

# FINANCIAL SUMMARY





# COMMUNITY HEALTH SNAPSHOT

The Utah Healthy Places Index (HPI) displays this community's HPI score, HPI policy action area, and indicator scores, as well as health and racial equity measures for this neighborhood. Additionally, it shows how this community compares to the city, town, county, and state in which it is located.

The Policy Action areas include Transportation, Clean Environment, Neighborhood, Economic, Social, Healthcare Access, Housing, Education of San Juan County.



- Traffic Volume (average annual daily traffic) along nearby major roads.
- Average daily amount of particulate pollution from diesel sources.
- Average amount of ozone in the air (measured for 8 hours a day) during the 10 most polluted days.
- Percent of registered voters who voted in the 2022 general election.
- Percent of 15-17 year olds in school.

- Access to an automobile.
- Percentage of the population with an income exceeding 200% (above) the federal poverty level.
- Percentage of the population aged 20-64 who are employed.
- Percent of adults aged 19 to 64 years with health insurance.
- Percent of people who own their homes.
- Percent of low-income homeowners who pay more than 50% of their income on housing costs.
- Percent of low-income renters who pay more than 50% of their income on housing costs.
- Percent of people over age 25 with a bachelor's education or higher.
- Percentage of 3 and 4-year-olds in school.

- Bike lane access.
- Low percentage of land with trees and other plant life near their home.
- Average income per capita in the past 12 months.
- Percentage of the county households who completed the 2020 decennial census to be able to contribute their voice to the political process and to participate in their communities.
- Percent of households that are not crowded (1 or fewer occupants per room).

[map.utah.healthyplacesindex.org/?view=5e4023ff-4403-47b6-aff3-70ac17c39354](https://map.utah.healthyplacesindex.org/?view=5e4023ff-4403-47b6-aff3-70ac17c39354)

## Key to Symbols



Our community is performing **BETTER** than the state, and the difference is statistically significant.



Our community is performing **ABOUT THE SAME** as the state. Differences are not statistically significant.



Our community is performing **WORSE** than the state, and the differences is statistically significant.

# PUBLIC HEALTH ACROSS THE COUNTY

Public Health Divisions	REGIONS		
	Monticello, La Sal, & Spanish Valley	Blanding & White Mesa	Navajo Mt., Monument Valley, Bluff, & Montezuma Creek
Public Health Nursing Clients	49 Participants 25 Families	100 Participants 58 Families	65 Participants 42 Families
Health Promotion Activities	7	19	31
Emergency Preparedness Drills	1	1	0



Health Promotion collaborated with four local agencies through the SB37 Bill to combat the vaping epidemic. Our Hozho'go lina 365 program hosts annual events focused on vaping prevention and building healthier communities.



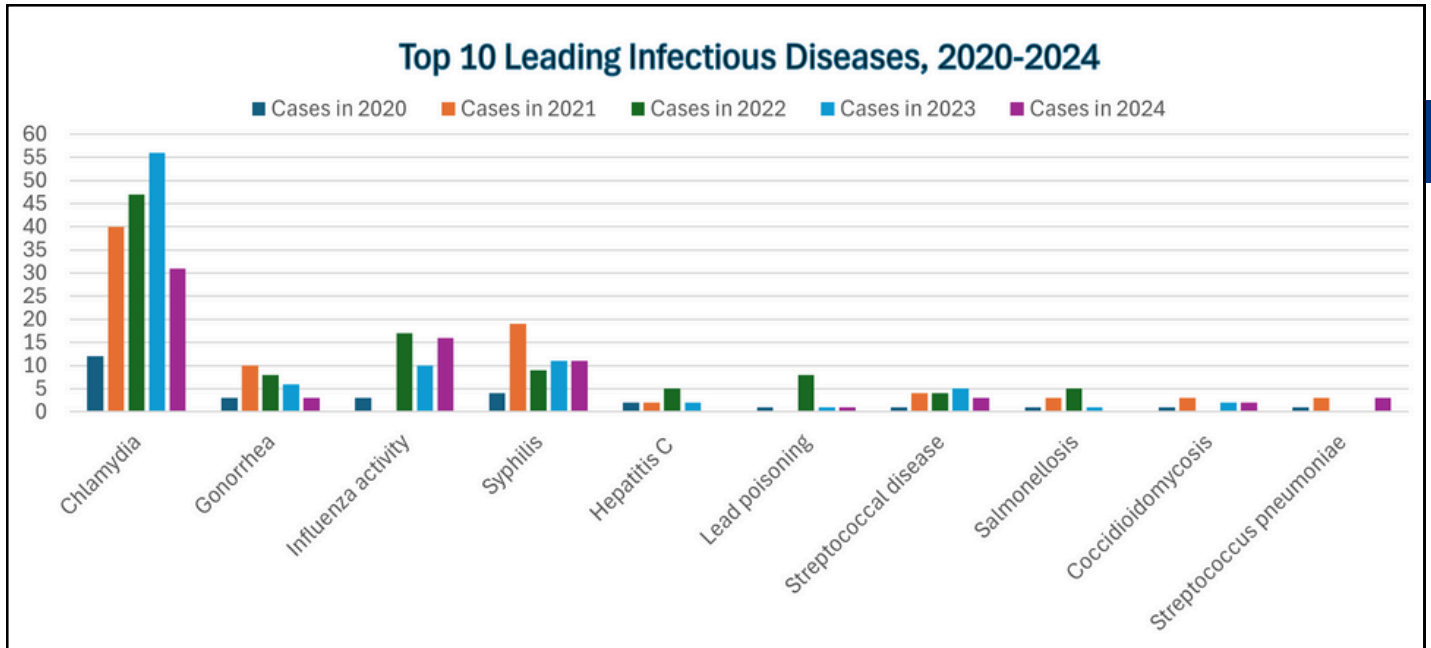
We also distributed 50 COVID-19 care packages—with cleaning supplies—to help prevent household spread among those who tested positive.



In July, SJPH joined UNHS's Annual Teddy Bear Clinic, where 500+ attendees received health education, school supplies, and immunizations.

# EPIDEMIOLOGY

## DISEASE INVESTIGATIONS



\*\*All cases are a total of confirmed, Probable, Suspect, and Unknown cases.

\*\*Influenza activity cases includes Influenza-associated hospitalization cases.

\*\*Syphilis disease includes Early Non-Primary Non Secondary, Primary, Secondary, Unknown Duration, or Late cases.

\*\*Streptococcal disease includes Group A and other.

### Total Cases Investigated in San Juan County

642

### Total Cases Investigated by Jurisdiction

San Juan Public Health: 285

Utah Navajo Health System: 357

\*\*Case Counts include all Confirmed, Probable, Suspect, and Unknown Cases by San Juan and Utah Navajo Health System Jurisdictions

# HEALTH EDUCATION & PROMOTION

## 2024 HEALTH EDUCATION & PROMOTION ACCOMPLISHMENTS

Health promotion aims to educate and provide the tools and resources for communities to become healthier and stronger. It helps to motivate individuals to take control of their health and wellbeing and the factors that impact it.



### Tobacco Prevention & Cessation

- **90%** of tobacco retailers are compliant with underage sales laws.
- Participated in **18** community outreach events and health fairs where tobacco education and prevention were provided.
- **54** tobacco compliance checks were successfully completed.
- **54** tobacco retail store inspections were completed in 2024.



### Poison Control & Prevention

- Partnered with University of Utah's Poison Control Center and provided poison control education community presentations.
- Attended **13** community health events.
- Provided poison prevention education to over **2,000** attendees in **14** events.



### Car Seats

- **1** free car seat inspection was provided by our certified car seat technicians.
- **(#)** of Infant car seats were given.
- **(#)** of Rear and Forward Facing care seats were given.
- **(#)** of Backless Booster seats were given.

# HEALTH EDUCATION & PROMOTION

## BUILDING STRONGER, HEALTHIER COMMUNITIES

The process of enabling people to increase control over their health and improve their lifestyle through community partnerships, protecting the community, and minimizing health disparities.



### Suicide Prevention

- (#) of free car seats inspections was provided by our certified car seat technicians.
- (#) of Infant car seats were given.
- (#) of Rear and Forward Facing care seats were given.
- (#) of Backless Booster seats were given.



### Diabetes Program

- In partnership with Utah Navajo Health System, we offer pre-diabetes and diabetes education.
- Health promotion assisted with the Annual UNHS Turkey Trot, which amassed over **50** participants!



### Healthy Environments Active Living

- Quarterly Newsletter Highlights:
  - Upcoming community events
  - Healthy recipes
  - Self-care tips
  - Outreach Activities
- In 2024, the newsletter was inserted into the San Juan Record with an outreach of about **1,200** residents across San Juan County.
- Supported and assisted the Bluff Food Pantry and served over **4,000** community members.
- San Juan County welcomed three new Utah Food Bank locations that offered assistance to local residents.

# HEALTH EDUCATION & PROMOTION

## 2024 HEALTH PROMOTION ACTIVITIES & EVENTS

### January

- Bluff Food Pantry
- Montezuma Creek School Event

### February:

- Blanding Event (?)
- Create Better Health and Red Mesa Chapter House Event

### March:

- Bluff Food Pantry
- Sexual Assault Prevention Conference
- Blanding Elementary Family Night

### April:

- Tobacco Prevention Event with HI365

### May:

- Women's Health Fair (Blanding & Montezuma Creek)

### July:

- Teddy Bear Clinic (Blanding, Montezuma Creek, & Monument Valley)
- Shi Doo Shima Suicide Prevention Event-Aneth Chapter

### August:

- Teddy Bear Clinic (Navajo Mountain)
- San Juan County Fair
- Bluff Elementary School Prevention Night
- HI365 Native Idol Event
- Blanding Elementary Back to School Night

### August (cont'd):

- Whitehorse High School Back to School Night
- Monticello Elementary Back to School Night
- Montezuma Creek Back to School Night

### September:

- Bluff Food Pantry
- Blanding 5K Suicide Awareness Walk
- Indigenous Men's Conference
- Dine Bich'iiyaan Binaho'aah Halchita Event
- USU Weaving Our Stories Conference

### October:

- Mic Drop! Our Voices Against Sexual Assault Event
- USU Health Fair
- UNHS Halloween Carnival Event
- Blanding Elementary Prevention Night
- SJPH Halloween Event

### November:

- Diabetes Health Fair and Turkey Trot
- Dine Bi Chiy'ann Event-Halchita
- Bluff Food Pantry
- UNHS Sexual Assault Prevention Event
- USU Thanksgiving Community Event

### December:

- Halchita Community Center Event
- Santa Drive Through



# ENVIRONMENTAL HEALTH

Food Service - Protecting the citizens and visitors of San Juan County by enforcing food safety regulations is a primary role of San Juan Public Health.

The Environmental Health Director regularly inspects day-care facilities, swimming pools, hotels, and motels to help ensure our public is safe and protected from diseases and hazardous agents commonly spread in such facilities.

## 2024 Total Environmental Health Inspections

Food Establishment Permits	57
Food Establishment Inspections	74
Food Establishment Plan Reviews	7
Food Handlers Permits Issued	191
Public Swimming Pool Inspection and Permits	18
Public Swimming Pool Water Samples	126
Septic System Permits	61
Used Oil Inspections	8
School and Adult Living Inspections	21



# WATER & ENVIRONMENTAL QUALITY



## Drinking Water

San Juan Public Health's Environmental Director works with the State of Utah and the Department of Environmental Quality to inspect drinking water systems at public campground schools and municipalities in San Juan County ensuring regulations are followed and safeguarding the health of residents and visitors alike.



## Waste Water

All septic wastewater systems in San Juan County are inspected and permitted by San Juan Public Health. In 2023 the Environmental Director conducted septic systems inspections, permit provisions, and recertifications. In addition to inspections, records of septic systems within the county are maintained and provided to residents upon request.



## Water Quality

One of the many responsibilities of San Juan Public Health is monitoring water quality issues associated with specific public health concerns. Lakes, rivers, streams, ground water, standing water, etc. are monitored for possible problems associated with E. Coli, Harmful Algal Blooms and other public health concerns.



## Air Quality

Works in conjunction with the Division of Air Quality to ensure compliance and address air quality issues.



## Waste Management

In an effort to protect the public and the environment from exposure to contamination caused by the improper treatment, storage and disposal of waste. San Juan Public Health ensures compliance with waste management regulations including hazardous waste radiation control, solid waste, and used oil.



## Response and Remediation

San Juan Public Health is in charge of protecting the public health of San Juan County's environment through investigating chemically contaminated sites to ensure proper cleanup. We coordinate with the Department of Environmental Quality who inspects underground gasoline and other storage tanks to ensure proper use.



# NURSING SERVICES

## What We Offer

### Women, Infants, & Children (WIC)

The Women, Infants, and Children (WIC) program provides nutrition and breastfeeding services, as well as supplemental foods, to pregnant women, mothers, infants, and children up to their 5th birthday.

- Total number of Certifications and Recertifications Appointments  
**550**
- Total number of Education Classes  
**522**
- Total number of Mid-Certification Appointments  
**202**
- Total number of participants in 2024  
**257**

### Preschool Development Grant (PDG)

The preschool Development Grant Birth through five helps states collaborate across child care programs, systems, and agencies.

- Total Number of children that received services  
**8**
- Total number of Children Receiving One-time Assistance  
**22**
- Total number of Outreach Material Distributed  
**548**
- Total number of ASQ-3 and ASQ SE-2 Screening Evaluations  
**60**
- Total number of referrals made to other programs or agencies  
**11**

### Goal Met in 2024:

In August of 2024 we met with the Mayor of Bluff to expand our mobile WIC services to the Bluff Community Center to start seeing WIC participants in an area closer to them.



Mobile WIC services provided in Bluff, Utah.



WIC Community Outreach at the Utah Navajo Health System's Women's Health Fair Event in Blanding, Utah.

# NURSING SERVICES

## What We Offer

### Breastfeeding Support

San Juan Public Health nurses and WIC peer counselors offer monthly community breastfeeding classes. We offer individual breastfeeding support. There are no fees. Every pregnant or postpartum parent is eligible to participate.

- Total number of people served  
**21**



\*Promotional Breastfeeding Bags were given to new mothers as a way to advocate for and support breastfeeding by including educational materials, resources, and products within the bag.

### Immunizations

Immunizations is a service to improve access to vaccines from birth through adults. We also provide information and education to the public about immunizations.

- Total number of outreach and education material given  
**238**

### Maternal and Child Health (MCH)

Maternal and child health is a service to provide core public health services and activities that address maternal, infant, child and/or adolescent health population needs.

- Total women served in San Juan County  
**90**
- Total infants served ages 1 year old & younger  
**93**
- Total Children served 1 -22 years old  
**133**

### Children with Special Health Care Needs (CSHCN) Program

Children with Special Health Care Needs is a program that is part of the Utah Department of Health and Human Services. CSHCN works by providing early screening and detection, data integration, care coordination, education, intervention, and support for life transitions to children with special needs.

- Families Served in CSHCN Program  
**33**
- Community Outreach Activities  
**37**



Lourdes Long (CSHCN) promoting her services at the UNHS's Teddy Bear Clinic in Navajo Mountain, UT.

# MONTICELLO FREE CANCER SCREENING PROGRAM

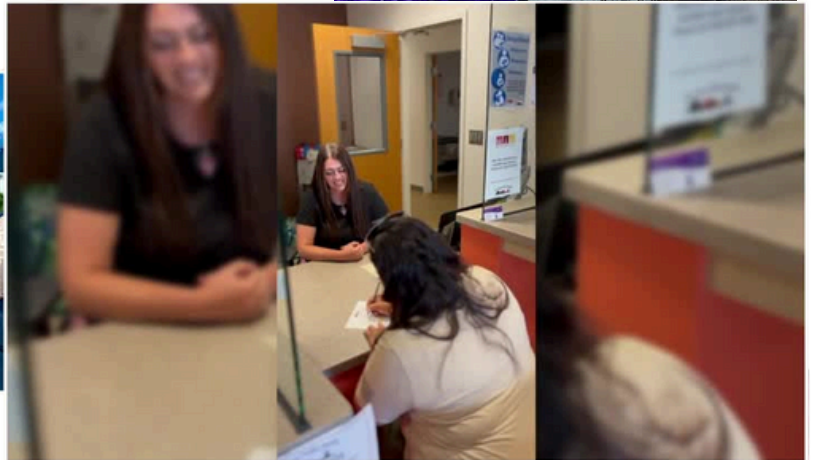
In 2024, San Juan County Public Health successfully covered the cost of cancer screenings for

**187**

past and present residents of Monticello, UT, and the surrounding area who may have been exposed to hazardous uranium mill tailings.



\*VMTE Monticello Cancer Screening Program was televised on Fox 13 News, KUTV News, Good Things Utah, & ABC4 Utah



The goal of The Monticello Victims of Mill Tailing Exposure (VMTE) Committee and the Monticello Free Cancer Screening Program is to encourage and support current and past residents in detecting and addressing cancer at its earliest stages among those at heightened risk.

Monticello, Utah, was home to uranium milling operations that, prior to the Department of Energy clean-up that ended in 2002, left a legacy of radioactive contamination. Prolonged exposure to mill tailings has been associated with an increased risk of various cancers, including leukemia, lung, thyroid, and others. Recognizing the urgent need for early detection, Monticello's Free Cancer Screening Program provides comprehensive cancer screening payment vouchers to eligible individuals, covering 100% of all screening costs with or without insurance. This program underscores the commitment to public health and the well-being of the Monticello community and beyond.



# EMERGENCY PREPAREDNESS

Public Health Emergency Preparedness (PHEP) plays a crucial role in the health and safety of our communities in San Juan County in preparing for, responding to, and mitigating public health disasters, such as disease pandemics and epidemics, and chemical and radiological releases, severe weather, and natural disasters.



## Emergency Services

Emergency Training and  
Drills Completed by Staff  
**21**

Completed **1** Full-Scale  
Mass Casualty Active  
Shooter Exercise



# PARTNERS RECOGNITION FOR 2024

## We Appreciate You!

- San Juan Counseling Center
- Drug Safe Utah
- USU Create Better Health
- Navajo Nation Diabetes Program
- San Juan Foundation
- Bountiful Rotary Club
- St. George Rotary Club
- San Juan School District Heritage Language Program
- Bluff Elementary
- Whitehorse High School
- Monument Valley High School
- Women, Infants, & Children (WIC)
- Utah-Children with Special Health Care Needs (CSHCN) Program
- Utah Navajo Health System
  - Hozogo' lina 365
  - Behavioral Health
  - Diabetes Program & Hypertension Program
- Red Mesa Chapter
- Aneth Community School
- Albert R. Lyman Middle School
- Four Corner Regional Health Care-Health Promotion Program
- San Juan County Prevention Action Collaboration (SJCPAC)
- Blue Mountain Hospital
- San Juan Clinic
- Utah State University - Montezuma Creek

## FAREWELL

San Juan County Public Health sincerely thanks three outstanding team members for their service and dedication.

Grant Sunada, former Health Director, led with vision and collaboration for three years before accepting a new role in Tooele County in December 2024.

Brittney Carlson, RN, served San Juan since 2008 and became Director of Nursing in 2016. Her 9 years of leadership and advocacy greatly shaped our services. She joined Utah Navajo Health System in November 2024.

Lourdes Long made a lasting impact supporting children with special health care needs and connecting families to vital resources. She now continues her work with Mesa County DHS.

We are grateful for their contributions and wish them all the best in their next chapters.



# OUR VALUES

- W** – We improve
- E** – Empower families and communities to make healthy decisions
- C** – Collaborate with community partners
- A** – Act on data we collect with communities
- R** – Respect the diversity of everyone we serve
- E** – Empathy and making a difference in all we do



Phone  
435-587-3838



Email  
[publichealth@sanjuancounty.org](mailto:publichealth@sanjuancounty.org)



Website  
[www.sanjuanpublichealth.org](http://www.sanjuanpublichealth.org)  
Facebook : [@sanjuanpublichealth](https://www.facebook.com/sanjuanpublichealth)



Office Address  
735 South 200 West Suite 2  
Blanding, Utah 84511





# Graywater Systems

**Roslynn Brain, Jeremy Lynch & Kelly Kopp (Departments of Environment & Society, and Plants, Soils & Climate: Utah State University)**

**Updated with revised rule in 2020 by Roslynn Brain McCann, Jeffrey Adams (TerraSophia LLC) & Orion Rogers (Southeast Utah Health Department)**

## Defining Terms: Graywater, Blackwater and Clearwater

Why irrigate only with treated drinking water when you can supplement your irrigation needs through an effective graywater system?

The Utah Office of Administrative Rules defines graywater (accepted spelling also includes greywater and gray water) as “wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, or laundry tubs. Graywater does not include wastewater from toilets, kitchen sinks, photo lab sinks, dishwashers, water softeners, garage floor drains, or other sources that pose a public health hazard” (2020, R317-401-2). In Utah, toilet, kitchen sink and dishwasher water are categorized as “blackwater”.

Graywater is an abundant resource in both residential and commercial buildings. According to Brad Lancaster of Rainwater Harvesting for Drylands and Beyond, “graywater harvesting is the practice of directing graywater to the primary root zone (top 2 feet or 0.6m of the soil) of perennial plants to help grow beautiful and productive landscapes while achieving wastewater treatment without using energy or chemicals. Plants and microorganisms in the soil consume and filter the organic nutrients and bacteria found in graywater, treating it naturally and returning clean water to the water cycle” (2010, p.294). Though not suitable as drinking water, graywater can be used for irrigation, even for growing fruit on trees and shrubs with woody stems that serve as additional filters for any contaminants that may be present.



*Installing earthworks for a gravity-fed graywater system in Moab, UT (pipe outlet into green mulch shield). Credit - Roslynn Brain McCann*

Clearwater is solid-free wastewater which includes water produced while waiting for hot water from the faucet to heat up, refrigerator compressor drip, swamp cooler and air conditioning ‘sweat,’ and more. Clearwater, like graywater, is an underutilized landscape irrigation resource ripe for harvest in most commercial buildings and homes.

Why take the time to establish a system for graywater and clearwater use? A primary answer is: resource abundance in light of anticipated hotter, drier weather in the Southwest (Brain, Adams, & Lynch, 2017). The arid West has some of the highest per capita residential water use due to landscape irrigation (EPA, 2018). For example, irrigation accounts for around 72% of Utah’s and 82% of Idaho’s water use (Milligan, 2018). The Pie Chart on the next page shows that 50-60% of average residential indoor water use could become potential graywater sources. The secondary use of at-home graywater and clearwater resources can help offset high rates of water consumption and associated municipal water costs.



## Advantages of Graywater

Graywater use results in:

- Effective water treatment (graywater is treated in the upper, most biologically active region of the soil);
- Reduced use of ground and surface water resources for landscape irrigation;
- Reduced use of energy and chemicals for water and wastewater treatment;
- Improved plant growth;
- Reclamation of nutrients (also, wastewater disposal in rivers/oceans is a significant form of pollution);
- Increased awareness of natural cycles and personal water usage; and
- Landscape irrigation source in preparation for potential future drought irrigation restrictions.

## Graywater in Utah

In 2004, the Utah Water Quality Board adopted a rule (R317) allowing the use of graywater from baths, showers, bathroom sinks and washing machines for residential drip irrigation systems. Walt Baker, past director of the Utah Division of Water Quality, said the graywater legislation was “brought to a head by the drought, which prompted us to be more aggressive and put the new rule in place” (W. Baker, personal communication, August 29, 2014). Due to restrictiveness of the 2004 rule, in 2020, Utah’s graywater rule was revised to allow for simple gravity-fed systems and for use in non-residential applications. The revisions recategorize graywater into two types of systems: Tier 1 and Tier 2:

**Tier 1 (Residential Only):** A gravity-fed graywater system without a surge tank, pretreatment, or pressurized components. A Tier 1 system is intended to be simple to operate and can be easily disconnected during winter months or other periods when the system may not be in use. This may also be appropriate for retrofitting.

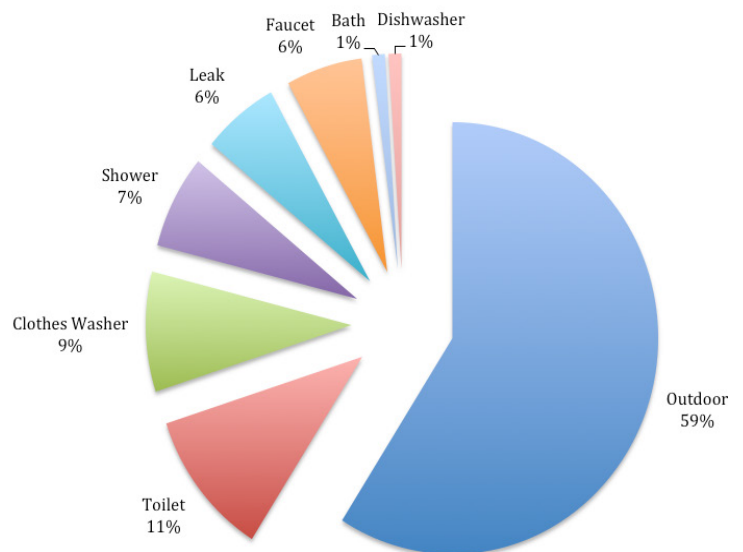
**Tier 2 (Multi-Family and Commercial):** A graywater system that employs a surge tank, pretreatment, drip line irrigation system, or pressurized components (Utah Office of Administrative Rules, 2020).

### Did you know?

In 1989, the County of Santa Barbara became the first jurisdiction in the United States to change its building codes and legalize the use of household greywater.

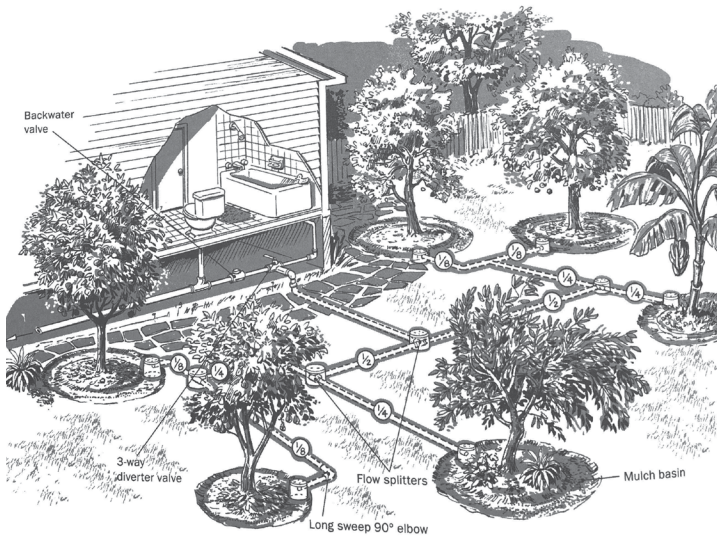
## Graywater System Components

- Graywater sources: Washing machine, shower, bathtub, and/or sinks (excluding kitchen sinks).
- Collection plumbing: Pipes to transport graywater from the house to one or more points outside of the house.
- Distribution plumbing: Plumbing that transports graywater through the landscape and divides it among vegetated mulch basins.
- A receiving landscape: Soil, roots, plants, and mulch basins that contain, cover, purify, and use graywater.
- People: To design, install, and maintain the system, generate graywater, tend the garden, and enjoy the landscape (Ludwig, 2012). System design requires working with an Onsite Wastewater Professional with the appropriate certification level. Find your local certified professional at Utah Department of Environmental Quality Onsite Wastewater Program website: <https://deq.utah.gov/water-quality/onsite-wastewater-program>



*Residential Average Water Use: American Water Works Association Research Foundation ([www.waterrf.org](http://www.waterrf.org))*





*Branched drain system with shower irrigating six fruit trees. Fractions demonstrate flow splitters dividing graywater flow into halves, quarters, and eighths. Credit- The Water-Wise Home (Allen, 2015)*

## Your System

If considering your own graywater system, first call your local health department about graywater permitting in your area (<https://ualhd.org/>). If your local health department does not administer a graywater system program, inquire whether/when they plan to do so. Next, ensure your Onsite Wastewater Professional works with your landscape design to integrate graywater with your other landscaping goals and plant water needs.

Retrofitting for graywater may be possible but feasibility and cost will vary depending on the design of your building and plumbing. Special considerations may be necessary if your home uses a septic system as they require a certain amount of water flow to properly function.

## Best Management Practices for Enhancing Soil Health

When irrigating with graywater, it is essential to consider what you put down the drain, especially commercial cleaners. Choosing plant- and soil-biocompatible cleaners (the breakdown products are good for/do not harm the environment) is a major way to improve graywater quality (Ludwig, 2012). From Utah's graywater rule:

"The use of plant friendly products is important when using graywater for irrigation. Products should be salt and borax free in addition to being biodegradable and non-toxic. Plant friendly products are key when reusing graywater. Chlorine bleach can be harmful to plants and should be diverted to your sewer system. Hydrogen peroxide based products can be used instead of bleach. The pH of your graywater also needs to be considered. Most soaps do not change the pH but some do. Liquid soaps typically do not change the pH of graywater. Bar soaps can make the water very basic. Choosing plants that are not affected by pH is best if you are not sure if the pH is being affected by the products you typically use.

### Graywater Compatible Plants:

- (a) trees and fruit trees;
- (b) bushes, shrubs, and vines;
- (c) larger perennials and annuals; and
- (d) food crops for which the graywater will not come into contact with the edible portion of the plant.

### Graywater Incompatible Plants:

- (a) acidic soil-loving plants;
  - (b) seedlings or young plants"
- (Utah Office of Administrative Rules, 2020)

## Why Graywater in Utah?

In the western United States, water is treated as currency. As with money, its value is determined not by a single use, but by the many exchanges it experiences moving through the economic system. The more we utilize our water resources in secondary and even tertiary ways, the more we stand to gain in value, and the more we show our initiative in conserving a limited resource. According to the United States Geological Survey (2010), Utah is both the second driest state and second highest per capita domestic water consumer in the nation. The pie chart on page 2 demonstrates how much water is used on average for landscaping. A household graywater system could cut your residential water use significantly and is one great way to help conserve our scarce western water supply, saving money on municipal water costs as well.



*Utah's first legal residential graywater-fed landscape, supporting two cherry trees, a nectarine and a peach tree, currants, and a variety of flowers. Credit- Roslynn Brain McCann*

## Graywater Resources

<https://rules.utah.gov/publicat/code/r317/r317-401.htm>  
*Utah Administrative Code: Graywater Systems*

<https://ualhd.org/>  
*Your local health department*

<http://greywateraction.org/>  
*A collaborative group of educators, designers, builders, and artists who educate and empower people to build sustainable water culture and infrastructure*

<http://greywateraction.org/content/about-greywaterreuse>  
*Graywater system design examples and FAQs.*

<http://oasisdesign.net/greywater/law/#arizona>  
*Oasis Design provides examples of the Arizona greywater law and permitting process.*

<http://www.nmenv.state.nm.us/fod/LiquidWaste/graywater.html>  
*New Mexico greywater definition and law.*

<https://www.epa.gov/waterreuse>  
*U.S. EPA on water recycling.*

## References

Brain, R., Adams, J., & Lynch, J. (2017). Mitigating projected impacts of climate change and building resiliency through permaculture: A community 'Bee Inspired Gardens' movement in the desert Southwest, USA. *WIT Transactions on Ecology and the Environment* 223, ISSN 1743-3541 (on-line). Retrieved from: <https://www.witpress.com/elibrary/wit-transactions-on-ecology-and-the-environment/223/36437>

Environmental Protection Agency. (2018). How we use water. Retrieved from: <https://www.epa.gov/watersense/how-we-use-water>

Lancaster, B. (2010). Rainwater harvesting for drylands and beyond: Volume 2 water-harvesting earthworks. Rainsource Press: Tucson, AZ.

Ludwig, A. (2012). Create an oasis with Greywater: Choosing, building and using greywater systems. Oasis Design: Santa Barbara, CA.

Milligan, M. (2018). Glad you asked: Does Utah really use more water than any other state? Utah Geological Survey. Retrieved from: <https://geology.utah.gov/map-pub/survey-notes/glad-you-asked/does-utah-use-more-water/>

United States Geological Survey. (2010). Estimate use of water in the United States in 2010. Retrieved from: <http://pubs.usgs.gov/circ/1405/pdf/circ1405.pdf>

Utah Office of Administrative Rules. (2020). R317. Environmental Quality, Water Quality. Rule R317-401. Graywater Systems. Retrieved from: <http://www.rules.utah>

In its programs and activities, Utah State University does not discriminate based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by University policy or local, state, or federal law. The following individuals have been designated to handle inquiries regarding non-discrimination policies: Executive Director of the Office of Equity, Alison Adams-Perlac, [alison.adams-perlac@usu.edu](mailto:alison.adams-perlac@usu.edu), Title IX Coordinator, Hilary Renshaw, [hilary.renshaw@usu.edu](mailto:hilary.renshaw@usu.edu), Old Main Rm. 161, 435-797-1266. For further information on notice of non-discrimination: U.S. Department of Education, Office for Civil Rights, 303-844-5695, [OCR.Denver@ed.gov](mailto:OCR.Denver@ed.gov). Issued in furtherance of Cooperative Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture, Kenneth L. White, Vice President for Extension and Agriculture, Utah State University.



#### PRICE

28 SOUTH 100 EAST  
P.O. BOX 800  
PRICE, UTAH 84501  
T 435 637 3671  
F 435 637 1933

#### CASTLE DALE

25 WEST MAIN  
P.O. BOX 644  
CASTLE DALE, UTAH 84513  
T 435 381 2252  
F 435 381 5635

#### MOAB

575 S. KANE CREEK BLVD.  
MOAB, UTAH 84532  
T 435 259 5602  
F 435 259 7369  
[SEUHEALTH.COM](http://SEUHEALTH.COM)

Utah Division of Water Quality  
195 N 1950 W  
Salt Lake City, UT 84116

The Southeast Utah Health Department (SEUHD) requests approval to manage graywater systems within its jurisdiction. The SEUHD can adequately meet all of the following necessities to administer a graywater program:

Adequacy of staff and resources to manage the increased workload.

The technical capability to administer the new program including any training plans that are needed;

The legal authority to implement and enforce correction of any malfunctioning system and its commitment to exercise this authority.

Agrees to advise the owner of the system of the type of system, and information concerning risk of failure, level of maintenance required, financial liability for repair, modification or replacement of a failed system and periodic monitoring requirements;

Will advise the local building authority of the approved graywater system on the property;

Will provide oversight of installed systems; record the existence of any graywater system on the deed of ownership for that property

Will implement a graywater system operating permit program consisting of:

(1) Tier 1 system operating permits may be issued at the discretion of the regulatory authority; and

(2) Tier 2 system operating permits issued with a renewal frequency not exceeding five years and inspection by the regulatory authority prior to renewal, or annual inspections by the regulatory authority consisting of the greater of 20 percent of all installed systems or the minimum of ten installed systems.

Will maintain records of all installed systems, failures, modifications, repairs and all inspections recording the condition of the system at the time of inspection such as





**PRICE**

28 SOUTH 100 EAST  
P.O. BOX 800  
PRICE, UTAH 84501  
T 435 637 3671  
F 435 637 1933

**CASTLE DALE**

25 WEST MAIN  
P.O. BOX 644  
CASTLE DALE, UTAH 84513  
T 435 381 2252  
F 435 381 5635

**MOAB**

575 S. KANE CREEK BLVD.  
MOAB, UTAH 84532  
T 435 259 5602  
F 435 259 7369  
[SEUHEALTH.COM](http://SEUHEALTH.COM)

overflow, surfacing, ponding and nuisance; and submit an annual report to the Division on or before September 1 for the previous State of Utah fiscal year's activities showing:

- (1) the type and number of graywater systems approved, installed, modified, repaired, failed, and inspected;
- (2) a summary of enforcement actions taken, pending, and resolved;
- (3) number of variances granted or denied; and
- (4) a summary of any water quality performance data collected.

APPROVED this 26th day of May, 2020.  
SOUTHEAST UTAH BOARD OF HEALTH

---

Chair: Debbie Peet

ATTEST:

---

Bradon Bradford  
Executive Director  
Southeast Utah Health Department