



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

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

AGENDA

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

CALL TO ORDER

APPROVAL OF MINUTES

1. Approval of Previous Minutes
2. Approval of Current Agenda

PUBLIC COMMENT

BUDGET UPDATE

3. Annual Audit by Tyler Ketron, Business Manager

DIRECTOR'S REPORT

BUSINESS ACTION ITEMS

4. Approval of Local Health Department WIC Program - San Juan Amendment 4 by Grant Sunada, Public Health Director and Katie Knight, WIC Director
5. Approval of San Juan County - FY2023 Nurse Home Visiting - San Juan County Health Department by Grant Sunada, Public Health Director and Brittney Carlson, Nursing Director
6. Approval of San Juan County - LHD Environmental Services Amendment 1 by Grant Sunada, Public Health Director and Ronnie Nieves, Environmental Health Director
7. Review of San Juan County - Tuberculosis Prevention and Control Amendment 4 by Grant Sunada, Public Health Director

8. Approval of San Juan County - Utah Indoor Clean Air Act Amendment 1 by Grant Sunada, Public Health Director
9. Approval of San Juan County Health Department COVID-19 Testing Activities in K-12 Schools Amendment 1 by Grant Sunada, Public Health Director
10. Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 4 by Grant Sunada, Public Health Director and Rebecca Benally, Health Promotion Director
11. Building Our Vision and Mission led by Grant Sunada, Public Health Director and Trent Herring, Board Chair

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

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

ADJOURNMENT

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



PUBLIC HEALTH BOARD MEETING (VIRTUAL)
Electronic Meeting
May 24, 2022 at 12:30 PM

MINUTES

Virtual Board of Health Meeting
 Tuesday, May 24 · 12:30 – 1:30pm
 Google Meet joining info
 Video call link: <https://meet.google.com/ekk-eufo-yog>
 Or dial: (US) +1 216-930-8754 PIN: 639 123 846#
 More phone numbers: <https://tel.meet/ekk-eufo-yog?pin=6622769157494>

CALL TO ORDER

Meeting was called to order at 12:36 pm by Vice-Chair Lois Young.

PRESENT

Vice-Chair Lois Young
 Board Member Genevieve Mitchell
 Board Member Gary Suttlemyre
 Board Member Suzette Morris
 Board Member Revina Talker
 Board Member Trent Herring

ABSENT

County Commissioner Willie Grayeyes

APPROVAL OF CURRENT AGENDA & MINUTES FROM PREVIOUS MEETING

1. Approval of Current Agenda

A motion was made to approve the current agenda.

Motion made by Board Member Herring, Seconded by Board Member Suttlemyre.
 Voting Yea: Vice-Chair Young, Board Member Mitchell, Board Member Suttlemyre, Board Member Morris, Board Member Talker, Board Member Herring

2. Approval of April 2022 San Juan County Utah Board of Health Minutes

A motion was made to approve the minutes from the from the April 21, 2022 Board of Health Meeting.

Motion made by Board Member Herring, Seconded by Board Member Suttlemyre.

Voting Yea: Vice-Chair Young, Board Member Mitchell, Board Member Suttlemyre, Board Member Morris, Board Member Talker, Board Member Herring

PUBLIC COMMENT

INFORMATIONAL/RECOGNITION ITEMS

3. Board Member Retirement Planning

Public Health Director Grant Sunada discussed his planning to recognize Board Member Gary Suttlemyre for his 35 years of service on the Board of Health. Dr. Sunada requested input from the Board of Health and will update them as the planning process moves forward.

BUSINESS ACTION ITEMS

4. Nomination & Appointment of Board of Health Chair, Facilitated by Lois Young, Vice Chair

- Review of Responsibilities by Grant Sunada, Public Health Director

- Discussion, Nominations, and Vote by Board Members

A review of the role and responsibilities of the Board of Health Chair was presented by Public Health Director Grant Sunada. Members of the Board discussed qualities that are important for someone in the position.

After discussion, a motion was made to appoint Trent Herring as the San Juan County Board of Health Chair.

Motion made by Vice-Chair Young, Seconded by Board Member Morris.

Voting Yea: Vice-Chair Young, Board Member Morris, Board Member Mitchell, Board Member Suttlemyre, Board Member Talker

Voting Abstaining: Board Member Herring

5. Memorandum of Agreement -- USU Blanding & San Juan Public Health, Internships, by Grant Sunada, Public Health Director and Sam Arungwa, Utah State University Blanding Faculty Member

Public Health Director Grant Sunada and Dr. Sam Arungwa from Utah State University (USU) presented to the Board their plan for a collaboration between San Juan Public Health and USU Prevention Science Institute. The focus and extent of the projects were discussed along with funding sources. It was agreed that the Board of Health would receive formal updates every 6 months.

After discussion, a motion was made to accept the agreement.

Motion made by Board Member Morris, Seconded by Board Member Suttlemyre.
Voting Yea: Vice-Chair Young, Board Member Mitchell, Board Member Suttlemyre, Board Member Morris, Board Member Talker, Board Member Herring

ADJOURNMENT

A motion to adjourn was made at 1:23pm.

Motion made by Board Member Morris, Seconded by Board Member Suttlemyre.
Voting Yea: Vice-Chair Young, Board Member Mitchell, Board Member Suttlemyre, Board Member Morris, Board Member Talker, Board Member Herring

6. Confirm Date, Time, and Location of Next Meeting

The next meeting will be held Thursday, June 16, 2022 at 12:00pm (MDT). The location of the meeting will be the White Mesa Education Center at 40 Mesa View Dr, White Mesa, UT 84511.

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

APPROVED: _____
San Juan County Public Health Board

DATE: _____



COMMISSION STAFF REPORT

MEETING DATE: June 21, 2022

ITEM TITLE, PRESENTER: Approval of Local Health Department WIC Program - San Juan Amendment 4 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

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

This includes additional funding to gather data to understand perceived benefits, barriers, and enablers to early and sustained enrollment in the WIC program among potential clients from all of the vast geographic areas of San Juan County. The following additional activities are to be completed by September 2022: Administration of interviews with potential WIC clients and transcription, cleaning, translation, and analysis of data.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The purpose of this amendment is to add WIC Nutrition Services and Administration (NSA) funding. The funding amount will be increased by \$14,857 in federally reimbursable funds. The original amount was \$377,440. New total funding is \$392,297 with \$126,538 for the current fiscal year.

This includes \$10,000 for the data collection project described above, \$3,822 for Peer Counseling, and the remaining for the following categories so long as one-sixth (1/6) is spent on Nutrition Education:

Breastfeeding Promotion; Nutrition Education; Administration; Client Service; Technology Services

This increase includes \$4,440 to complete regular WIC programming. It also includes \$10,000 to be used for data collection, data analysis, and report generation regarding potential WIC clients' perceived benefits, barriers, and enablers regarding enrollment and participation.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2026713
Department Log Number

202700369
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Local Health Dept WIC Program - San Juan Amendment 4.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add NSA funding to FFY 2022.

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

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$377,440. The funding amount will be increased by \$14,857 in federal funds. New total funding is \$392,297.
2. Attachment A, effective 05/01/2022, is replacing Attachment A, which was effective 10/01/2021.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Women Infants and Children	Award Number:	6UT700709
Name of Federal Awarding Agency:	USDA - Food and Nutrition	Federal Award Identification Number:	226UT709W1003
CFDA Title:	WOMEN INFANTS AND CHILDREN	Federal Award Date:	4/27/2022
CFDA Number:	10.557	Funding Amount:	\$943

Add

Federal Program Name:	Women Infants and Children	Award Number:	6UT700709
Name of Federal Awarding Agency:	USDA - Food and Nutrition	Federal Award Identification Number:	226UT709W1003
CFDA Title:	WOMEN INFANTS AND CHILDREN	Federal Award Date:	4/27/2022

CFDA Number:	10.557	Funding Amount:	\$12414
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Add

Federal Program Name:	Women Infants and Children	Award Number:	6UT700709
Name of Federal Awarding Agency:	USDA - Food and Nutrition	Federal Award Identification Number:	226UT709W1003
CFDA Title:	WOMEN INFANTS AND CHILDREN	Federal Award Date:	4/27/2022
CFDA Number:	10.557	Funding Amount:	\$1500

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 05/01/2022

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

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

Contract with Utah Department of Health and San Juan County, Log # 2026713

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date _____
Willie Grayeyes
County Commission Chair

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

ATTACHMENT A

WIC Program Special Provision

For San Juan Public Health Department

I. FUNDING AND PAYMENTS

- A. Nutrition Service Administration (NSA) - The DEPARTMENT shall reimburse the CONTRACTOR up to \$126,538 for Federal Fiscal Year 2022 for WIC operational activities (as submitted on the monthly expense report) by the CONTRACTOR directly related to the program. This agreement will be amended to add funding each fiscal year.
- B. Peer Counseling (PC) - The DEPARTMENT shall reimburse the CONTRACTOR up to \$3,822 for Federal Fiscal Year 2022 for Peer Counseling (PC) activities (as submitted on the monthly expense report). NSA funding can be used to supplement the budget in this category. This agreement will be amended to add funding each fiscal year.
- C. The CONTRACTOR shall report the costs under Sections I.A. and I.B. to the DEPARTMENT based on the following categories:
 - 1. Breastfeeding Promotion - NSA
 - 2. Nutrition Education - NSA
 - 3. Administration - NSA
 - 4. Client Services - NSA
 - 5. Technology Services - NSA
 - 6. Peer Counseling - PC
- D. The CONTRACTOR shall spend at least one-sixth (17%) of the reimbursement amount under Section I.A. on Nutrition Education.
- E. WIC Food Benefits issued to eWIC cards provided under the WIC Program are considered Federal Financial Assistance that must be reported in the LHD Single Audit Report. The Food Benefit Redeemed Amount for the calendar year will be made available the following January by the DEPARTMENT.

II. PROVISIONS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, BUT NOT ATTACHED:

- A. Utah Department of Health WIC Program Policy and Procedures (P&P) manual (Utah WIC State Plan Section II), current version as amended annually.
- B. All other governmental laws, rules, regulations, or actions applicable to services provided herein.

III. PROVISIONS INCORPORATED INTO THIS AGREEMENT – ATTACHMENT B

- A. The Civil Rights Assurance language has been added as Attachment B.
- B. The entirety of Attachment B, Civil Rights Assurance language, found in Attachment B must be amended into all WIC contracts executed by the CONTRACTOR with sub-recipients for all goods and services every time WIC federal funds are used.

IV. SERVICES

- A. The CONTRACTOR shall furnish services as specified herein to residents of the area served by the CONTRACTOR. These services shall be provided in the CONTRACTOR'S facilities, by the CONTRACTOR'S employees and by others designated by the CONTRACTOR to carry out the provisions of this agreement.

- B. The CONTRACTOR shall comply with the regulations and guidelines set forth in the Federal code (§42 U.S.C. 1786), and shall abide by the fiscal and operational policy requirements prescribed by the DEPARTMENT and the U.S. Department of Agriculture (USDA).
 - C. The CONTRACTOR shall provide nutrition education to all adult participants, to parents or guardians of child participants and, when applicable, to child participants in order to conform to the DEPARTMENT'S and the CONTRACTOR'S Nutrition Education Plans and to USDA Regulations.
 - D. The CONTRACTOR shall adhere to the Nutrition Education Plan submitted by the CONTRACTOR and approved by the DEPARTMENT each January. That document provides a plan for improving the program quality and for meeting State performance objectives for the WIC program.
 - E. The CONTRACTOR must maintain competent professional staff, facilities and equipment, as defined by Utah WIC policy, needed to perform the measurements and tests necessary for determining the eligibility of persons for WIC participation.
 - F. The CONTRACTOR shall utilize the WIC food delivery system approved by the DEPARTMENT for making WIC food benefits available to participants.
 - G. The CONTRACTOR shall provide WIC food benefits to all categories of eligible participants: infants, children, and pregnant, postpartum and breastfeeding women.
 - H. The CONTRACTOR shall exchange participant information with surrounding health agencies and with agencies with overlapping WIC services areas in accordance with Food and Consumer Services (FCS) Instruction 801-1 (confidentiality) to prevent dual participation.
 - I. The CONTRACTOR shall operate the WIC Program in accordance with the provisions of the DEPARTMENT'S current WIC Program Policies and Procedures Manual, as amended.
 - J. The CONTRACTOR shall ensure the CONTRACTOR'S WIC Director/Coordinator or designee attends all meetings of the Utah Association of WIC Administrators and all WIC Director Meetings hosted by the state. The CONTRACTOR shall ensure that WIC management and frontline staff participate in all training required by the DEPARTMENT.
 - K. The CONTRACTOR shall securely store, maintain and convey all serialized inventory equipment, eWIC cards and other disposables as required in the DEPARTMENT'S WIC Policy and Procedures Manual.
 - L. The CONTRACTOR shall immediately conduct an initial investigation and follow-up of suspected fraudulent acts committed by WIC Program participants detected either by the CONTRACTOR or by the DEPARTMENT, and notify the DEPARTMENT immediately in every case when fraud is discovered or is confirmed to have occurred.
 - M. The CONTRACTOR shall serve only participants who reside within the geographical area served by the CONTRACTOR. If CONTRACTOR serves specialty clients, it shall serve only those clients who reside within the geographical area served by the CONTRACTOR and shall serve only the special population(s) approved by the State WIC office. An exception(s) to this provision requires prior written approval by the State WIC Director, which will be reviewed on a case by case basis.
 - N. The CONTRACTOR agrees to participate in bi-annual management evaluations as described in the Utah WIC Policy and Procedures Manual; including but not limited to: completion of Self Evaluations, allowing state staff to conduct site visits at clinics, responding to findings in management evaluation reports, and completion of action plans in order to close findings within agreed upon time frames.
 - O. The CONTRACTOR agrees to conduct outreach as required in the Utah WIC Policy and Procedures Manual in order to notify the public of available services and promote program participation.
- V. NON-DISCRIMINATION
- A. The CONTRACTOR shall comply with all provisions required by the implementing regulations of the

USDA, Department of Justice Enforcement Guidelines at 28 CFR 50.3, and FNS directives and guidelines (available at <https://www.fns.usda.gov/cr/civil-rights-laws-regulations>). No person shall on the grounds of race, color, national origin, sex, religious creed, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the CONTRACTOR receives Federal financial assistance from FCS. CONTRACTOR hereby gives assurance that the CONTRACTOR will immediately take measures necessary to effectuate all non-discrimination requirements.

- B. The CONTRACTOR shall compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If any violations of these provisions are discovered, the DEPARTMENT or the USDA Food and Nutrition Service shall have the right to seek judicial enforcement of these provisions. These provisions are binding on the CONTRACTOR, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the DEPARTMENT.
- C. The CONTRACTOR shall update all locally administered sub-recipient contracts with the quality assurance language found in the General Provisions, Part/Paragraph XX of this contract. Any time federal dollars are used to procure goods and services, the Civil Rights language must be applied into said contracts.

VI. COMPUTER EQUIPMENT AND SUPPLIES:

- A. The DEPARTMENT agrees to provide serially numbered food instruments also known as electronic benefit transfer (EBT) electronic WIC (eWIC), chip and pin smart cards, to the CONTRACTOR.
- B. The CONTRACTOR owns the computers in operation at all local WIC clinics within the CONTRACTOR'S jurisdiction. Computers and equipment that must be maintained and/or purchased by the CONTRACTOR includes, but may not be limited to: Personal Computers, Laptop Computers, LCD Screens/Monitors, Computer Mice, LCD Projectors, ReportPrinters and all other equipment required to maintain business operations.
- C. The CONTRACTOR shall replace any computer equipment that is broken, obsolete/outdated, lost, stolen, or damaged.
- D. The DEPARTMENT shall provide card acceptor devices to the CONTRACTOR for purposes of placing food benefits on electronic WIC smart cards.
- E. The CONTRACTOR shall supply its WIC Program with the computers purchased with Technology Services funding from this Contract. Computers and equipment for other CONTRACTOR programs may not be purchased using funding from this Contract.
- F. At the time of computer replacement, the CONTRACTOR shall consider replacing desktop type computers with laptop computers to allow WIC to be administered wherever necessary due to pandemic or other natural, terror, or biological disasters.

VII. NSA FUNDS MODIFICATION:

- A. The total amount of NSA Funds under this Contract, as outlined in Section I.A., is subject to quarterly adjustments as required by State or Federal requirements and practices. Unused funds may lapse and revert back to the DEPARTMENT or USDA for reallocation.

VIII. TRAINING AND CERTIFICATION:

- A. The DEPARTMENT agrees to provide workshops and other training for CONTRACTOR'S employees regarding nutrition, medical certification, eWIC benefit issuance and maintenance, and fiscal/administrative, and operational aspects of WIC.
- B. The CONTRACTOR shall ensure that all employees of the CONTRACTOR involved in the WIC Program have an opportunity to attend DEPARTMENT-sponsored seminars and/or training meetings.

IX. REQUIRED DEPARTMENT APPROVALS:

- A. The CONTRACTOR must obtain written approval from the DEPARTMENT to purchase capital equipment items. Capital Equipment items are defined as items or a group of like items with a cost of \$5,000.00 or more and a useful life of at least one year. Examples are building signage, building upgrades/modifications and vehicles. Computers and computer equipment does not require DEPARTMENT approval to purchase.
- B. The CONTRACTOR shall pay for all in-state and out-of-state travel of WIC staff. The CONTRACTOR must obtain written approval from the DEPARTMENT for out-of-state travel.

X. INTERGENERATIONAL POVERTY EFFORTS

- A. In an effort to support families who are experiencing intergenerational poverty and who desire to break the cycle for themselves and their children, the DEPARTMENT will reach out directly to families who self-identify or who have signed formal releases of consent to have their information shared with local health departments and other state agencies to be informed of resources and programs available that will promote positive health outcomes for themselves and their children.

XI. DISPUTE RESOLUTION

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in Sections B. and C. are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, the Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10- 2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1- 4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.



COMMISSION STAFF REPORT

MEETING DATE: June 21, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County - FY2023 Nurse Home Visiting - San Juan County Health Department by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The general purpose of this contract is to provide the Parents as Teachers evidence-based home visiting program to high-risk mothers in Utah with nurse (registered nurse) home visitors.

San Juan Public Health shall ensure all home visits are provided exclusively to Families at Risk as defined by this contract, and that families receiving home visits (1) have an eligible child younger than age 2 years of age (24 months) or (2) are pregnant.

Stressors that qualify families for the program can include young parents, child with a chronic condition and/or disability, parent with mental health challenges, parent without a high school diploma, parents who are low income, parents who are recent migrants or refugees, parents who have substance use disorder, child in foster care or with other temporary caregiver, family with child abuse or neglect, housing instability, parent incarcerated during the child's lifetime, very low birthweight and preterm birth, death in the immediate family, intimate partner violence, or parent deployment. Parents are required to be Utah residents.

Screenings and assessments are used to support child development, parenting skills, and health promotion and include child developmental screenings, mental health screenings for pregnant and new mothers, domestic violence screenings, parental strengths assessment. This also allows for targeted referrals to health and social resources based on needs. Visits are typically twice a month based on need with monthly group connection activities. Max capacity is approximately eight (8) families for San Juan County.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

San Juan Public Health will be reimbursed from the State of Utah General Fund for up to \$50,000 for allowable expenditures in the contract from July 1, 2022 through June 30, 2023. This contract may be amended to add additional funding.



UTAH DEPARTMENT OF HEALTH CONTRACT

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

2216403
Department Log Number

222701625
State Contract Number

1. **CONTRACT NAME:** The name of this contract is FY2023 Nurse Home Visiting - San Juan County Health Department
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL
Commodity Code: 99999

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

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide the Parents as Teachers evidence-based home visiting program to high-risk mothers in Utah with nurse home visitors.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2022 through 06/30/2023, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$50,000.00 in accordance with the provisions of this contract. This contract is funded with 0% federal funds, 100% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

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

DEPARTMENT

Family Health and Preparedness
Maternal and Child Health
Elizabeth Vansant-Webb

(385) 271-7231
elizabethvw@utah.gov

7. SUB – RECIPIENT INFORMATION:

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

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

Attachment A: Special Provisions

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

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

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

Intentionally Left Blank

Contract with Utah Department of Health and San Juan County, Log # 2216403

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date _____
Willie Grayeyes
County Commission Chair

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

Attachment A

Special Provisions

State Nurse Home Visiting Funds

July 1, 2022 – June 30, 2023

I. Definitions

- A. "ASQ-3" means the Brookes Publishing Co. Ages and Stages Questionnaire.
- B. "ASQ Online" means the Brookes Publishing Co. online interface for screening and assessment data.
- C. "ASQ-SE-2" means the Brookes Publishing Co. Ages and Stages Questionnaire: Social-Emotional.
- D. "CAB" means Community Advisory Board.
- E. "Contractor" means San Juan County Health Department.
- F. "Department" means the Utah Department of Health and Human Services, Home Visiting Program.
- G. "Families at Risk" means clients who qualify for WIC, TANF, CHIP, or Medicaid.
- H. "HOME" means the Home Observation for Measurement of the Environment inventory developed by Caldwell & Bradley (2016).
- I. "Home Visiting Model" means the Parents as Teachers evidence-based home visitation program.

II. Contractor Responsibilities

- A. Contractor shall ensure all home visits are provided exclusively to Families at Risk as defined by this contract, and that families receiving home visits:
 - 1. Are determined by the Contractor to be eligible for the Home Visiting Program; and
 - 2. Have an eligible child younger than age 2 years of age (24 months); or
 - 3. Are pregnant.
- B. Contractor shall implement the Home Visiting Model with fidelity to the design and standards established by the Home Visiting Model's national service office, including but not limited to the essential requirements set by the national service office.
 - 1. Before implementing any adaptation or deviation from the program model, Contractor shall obtain prior written approval from the Department and from the national service office.
- C. Contractor shall adhere to the Department-approved budget.
- D. Contractor shall only use registered nurses as home visitors.
- E. Contractor shall meet the following caseload standards:
 - 1. Home visitors who work 40 hours per week performing duties related to home visiting shall maintain a minimum caseload of 20 clients.

2. Home visitors who work less than 40 hours per week performing duties related to home visiting shall maintain a prorated caseload of clients based on the standard in section II.E.1. above.
 3. New home visitors developing their knowledge and experience in the Home Visiting Model shall build up to a full caseload of clients, based on the standards set in section II.E. above, by the end of 10 months, starting from the date model training is completed. The expected caseload at 10 months is built on an expectation that new home visitors shall add 2 to 3 families to their caseload each month.
 4. For new home visitors who work less than 40 hours per week performing duties related to home visiting shall build a caseload of clients at a prorated pace. The expected caseload at 10 months for part time home visitors is built on an expectation that new home visitors working shall add 1 family to their caseload each month.
- F. Contractor's home visitors shall conduct home visits according to the schedule recommended by the Home Visiting Model. Home visitors are expected to maintain an average "completed visit" percentage of 80%.
1. If a home visitor has a visit percentage below 60% for two consecutive months:
 - a) Contractor shall sign a "Corrective Action Plan" with Department; and
 - b) Salary and benefits reimbursement requests by Contractor for the underperforming employee will be reduced monthly (and subsequent months) proportionate to the percentage that the average visit percentage falls under 60%.
 - (1) For example, if a home visitor's completed visits averaged 50% for three months, that employee's reimbursement will be reduced by 20% for three months. $(\frac{60-50}{60} = 0.20)$
- G. Contractor shall develop a client waiting list once the program reaches full caseload capacity.
1. Contractor shall fill program capacity vacancies from the waiting list within five (5) business days from the date a vacancy becomes available.
 2. Priority shall be given to first time mothers.
- H. Contractor shall conduct an exit interview of all staff leaving the Home Visiting Model to determine any patterns for staff departures. Any patterns identified shall be reported during the next annual site visit conducted by Department.
- I. Contractor's home visiting supervisor shall participate bi-monthly in Department-hosted "Supervisor Meetings." If unavailable for the meeting, Contractor's supervisor shall send a representative to the meeting. Contractor's supervisors (or their designees) may participate in the meeting via a conference call line provided by the Department.
- J. Contractor shall ensure that home visitors and supervisors participate in Infant and Early Childhood Mental Health consultation sessions throughout the contract year. At a

minimum, home visiting supervisors shall participate in 2 sessions throughout the contract year.

- K. Contractor shall use data sharing and confidentiality forms provided by Department and shall have all new clients sign the forms during the intake process.
 - 1. Contractor shall maintain records of all signed confidentiality forms for 7 years.
- L. Contractor shall automatically close a client's case file after ninety (90) days if the client does not participate in a home visit. Exceptions must be approved by Department's Program Manager.
- M. Contractor shall implement and administer the Home Visiting Model to families located in San Juan County, Utah.
- N. Contractor's implemented Home Visiting Model shall meet specified staffing requirements in accordance with Contractor's approved budget.
- O. Contractor shall take immediate steps to refill staff positions as they are vacated.
 - 1. Contractor shall maintain a written staffing contingency plan to ensure there is no disruption in services to program clients during a staff vacancy or absence.
- P. Contractor shall notify Department of each employee's separation within seventy-two (72) hours of the employee's departure. This includes Family Medical Leave Act periods taken by Contractor staff.
- Q. Contractor shall provide replacement staff information (including name, email, and phone contacts) to Department within seventy-two (72) hours of the replacement's start date.
- R. Contractor shall maintain background screening policies and implement background screening procedures for all employees and contractors who provide Home Visiting services to families and/or have access to confidential client information (such as personal identifying information, medical/clinical/counseling records, financial records, case information, etc.). Background checks must be completed at minimum upon hiring. Rescreening must occur in accordance with Contractor's background screening policies.
 - 1. Contractor's policies and procedures may include a Utah Bureau of Criminal Identification Utah criminal background check and/or an FBI national criminal history check.
 - 2. All expenses of background checks shall be incurred solely by Contractor and/or Contractor's employees.
 - 3. Contractor shall maintain documentation of current background checks in accordance with the General Provisions of this contract.
 - 4. Contractor shall provide verification of background check documentation to Department upon request.
- S. Contractor shall ensure that each home visitor has access to necessary professional development to implement the home visiting model with fidelity.
- T. Contractor shall provide program management and staff support in accordance with the standards established by the National Home Visiting Model. This shall include, but is not limited to, the following:
 - 1. Employ a qualified program administrator to coordinate, manage, oversee, and supervise the program;

2. Employ a program administrator, supervisor, or both who shall have a demonstrated ability in utilizing data to improve staff performance, monitor program outcomes, and continuously improve the program;
 3. Provide appropriate staff supervision that incorporates reflective supervision practices per the Home Visiting Model;
 4. Provide reflective supervision, as required by the Home Visiting Model;
 5. Provide model-specific and relevant ongoing training to all staff.
 6. Provide Department with the name, email, and phone number of the following individuals who serve as points of contact for Contractor:
 - a) Program supervisor, as prescribed by the Home Visiting Model;
 - b) Program administrator; and
 - c) Financial officer.
- U. Contractor shall facilitate community engagement and collaboration to strengthen the local early childhood system and provide a coordinated, integrated approach for families with young children. This includes, but is not limited to the following:
1. Establish and maintain a Community Advisory Board (CAB) that meets at least semi-annually. The following documentation must be provided to Department for each CAB meeting:
 - a) Attendance for each meeting;
 - b) The agenda for each scheduled meeting; and
 - c) The meeting minutes or notes from the meeting;
 2. Maintain a referral network and track referral information to actively recruit eligible clients to participate in Contractor's Home Visiting Model;
 3. Maintain communication and coordination between the Home Visiting Model and community resources, including health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social service agencies; and
 4. Facilitate effective coordination, referral, availability, and accessibility of community resources and services to clients enrolled in the Home Visiting Program.
- V. Contractor shall plan and utilize outreach, intake, enrollment, and engagement processes for eligible families, including:
1. Standard screening and individualized assessments of clients to identify and prioritize Families at Risk and ensure that families are provided services appropriate to their needs. Screenings and assessments include but are not limited to the following:
 - a) ASQ-3, which must be administered according to the recommendations of the Home Visiting Model and entered into the Home Visiting Model's Database as well as the Brookes ASQ Online system;
 - b) ASQ-SE-2, which must be administered according to the recommendation of Home Visiting Model and entered into the Home

Visiting Model's Database as well as the Brookes ASQ-SE-2 Online system as;

- c) HOME, which must be administered according to assessment instructions;
 - d) Edinburgh Postpartum Depression Scale, which must be administered according to assessment instructions;
2. Developing consent procedures that inform families of the voluntary nature of the services;
 3. Strategies to retain clients and families in the program and minimize attrition;
 4. Strategies that appropriately meet the cultural, language, and other social needs of the Families at Risk targeted in the Contractor's service area; and
 5. Procedures ensuring that Contractor shall not enroll a recipient who is already receiving Home Visiting services through another agency or program.
- W. Contractor shall allow at least one (1) on-site monitoring visit per year conducted by Department to confirm compliance with the requirements of this contract. The site supervisor and all staff shall be available during all site visits.
 - X. Contractor shall develop, in conjunction with Department, Corrective Action Plans with strategies and timelines for correcting and preventing any noncompliant elements identified by Department.
 - Y. Contractor shall engage in Continuous Quality Improvement (CQI) activities to improve programmatic outcomes.
 1. Contractor shall designate up to two representatives to serve on the statewide CQI workgroup.
 - Z. Contractor shall attend professional development trainings hosted by Department.
 - AA. Contractor's Program supervisor and staff shall attend all training required by the Department.
 - BB. Contractor shall submit a policy and procedure manual during the annual site visit for approval by Department.
 1. Contractor shall submit any updated policies and procedures to Department during monthly monitoring calls.

III. Records

- A. Contractor shall maintain individual records that conform with Home Visiting Model and Department requirements.
 1. All client data must be stored and maintained in the Home Visiting Model's database.
 2. Client data must be entered according to model requirements, within three (3) business days of each visit; and
 3. Contractor must safeguard the confidentiality of the home visiting records and the privacy of all clients.

- B. Contractor's files shall be available for review by Department staff during the on-site audit inspections. Contractor shall maintain current files that include the following, at minimum:
1. Complete background checks on home visiting staff;
 2. Documentation supporting all expense invoices submitted to Department for reimbursement;
 3. Documentation of staff training;
 4. Documentation of CAB Meetings;
 5. Policy and Procedure Updates;
 6. Waiting List;
 7. Documentation of Reflective Supervision;
 8. Documentation of Staff Meetings;
 9. Client Consents;
 10. Documentation of Recruitment Efforts;
 11. Community Agreements;
 12. Documentation of Liability Insurance; and
 13. Documentation of compliance to the FFATA.

IV. Data Collection

- A. Data must be collected by Contractor on demographic, service utilization, and select clinical indicators for all families enrolled in the program who receive services funded by the Contract. This data includes:
1. Unduplicated Count of Program Participants;
 2. Unduplicated Count of Households Served;
 3. Adult Participants by Age;
 4. Index Children by Age;
 5. Participant Ethnicity;
 6. Participant Race;
 7. Adult Martial Status;
 8. Adult Participant Educational Attainment;
 9. Adult Participant Educational Status;
 10. Adult Participant Employment Status;
 11. Adult Participant Housing Status;
 12. Primary Language Spoken;
 13. Documentation of family's "at risk" status;
 14. Population Characteristics;
 - a) Low Income
 - b) Pregnant
 - c) A child with developmental delays or disability
 15. Number of Home Visits Completed;
 16. Program Status; and

17. Number of Home Visitors.

- B. Data must be collected by Contractor on performance measures for all families enrolled in the program, who receive services funded by the Contract, including:
1. Child Injury;
 2. Child Immunization record;
 3. Depression Screening;
 4. Developmental Screening;
 5. Completed Depression Referral;
 6. Completed Developmental Referral; and
 7. Completed HOME Assessment;
- C. Contractor shall participate with Department in data collection and analysis using the following methods:
1. Utilize necessary tools, methods, procedures, and technology for data collection and transmission;
 2. Attend Department-required training and meetings on data collection and analysis procedures and ensure all staff involved in the program will be provided necessary training on data collection, transmission, privacy, and safety procedures;
 3. Comply with a data and safety monitoring plan, including privacy of data and administration procedures that do not place individuals at risk of harm; and
 4. Provide staff that can:
 - a) Identify required data elements;
 - b) Extract client-level, program-level, and quality assurance data; and
 - c) Monitor data quality at the agency level.

V. Reports

- A. Contractor shall provide Department with current data for the following monthly reports:
1. A summary of activities, achievements, and qualitative information (outcomes/results), which may include brief anecdotal success stories.
 2. Reports shall include the following, at a minimum:
 - a) Number of state families funded by contract;
 - b) Expected number of families assigned (based on time on the job);
 - c) Number of families currently assigned;
 - d) Number of home visits completed this month;
 - e) Expected number of home visits for this month;
 - f) Number of families on hold;
 - g) Number of families who have requested fewer visits per month;
 - h) Number of new families enrolled;
 - i) Number of families exited;
 - j) Number of families on the waitlist;

- k) Updates on barriers or challenges encountered and steps taken to overcome them;
 - l) Updates on new policies or procedures created by the program or community that support the Home Visiting Model; and
 - m) Updates to organization chart, if applicable.
- B. Contractor shall provide Department with current data for the following quarterly reports
 - 1. An update on the status of community advisory board meetings;
 - 2. An update on the provision of reflective supervision, and any barriers or facilitators to providing regular reflective supervisions;
 - 3. An update on the status of group connections over the past quarter;
 - 4. An update on the status of referral networks;
 - 5. Any staffing updates; and
 - 6. Any changes to policies or procedures relevant to home visiting.
- C. Contractor shall provide Department staff with access to the Home Visiting Model's database for purposes of monthly monitoring and support.
- D. Contractor consents to the Department receiving reports from the Home Visiting Model for the purposes of monthly monitoring and support for all clients funded under this contract.

VI. Billing and Prior Approvals

- A. Contractor shall submit invoices to Department:
 - 1. On the expense reimbursement form provided by Department;
 - 2. With scanned or electronic copies of documentation justifying the request; and
 - 3. No later than the 25th of every month following the month in which the expenditures were made, unless other prior arrangements are made with Department's program manager.
- B. Contractor must obtain prior written approval from Department for:
 - 1. Expenditures that are not included in the budget; and
 - 2. Out-of-state travel (e.g., conferences, trainings, in-services, registrations) that is not directly related to credentialing and accreditation by the evidence-based Home Visiting Model being implemented.
- C. Department shall not reimburse expenditures reported after the 25th of the following month in which the expenditures were made, unless arrangements are made with Department in advance.

VII. Department Responsibilities

- A. Department agrees to:
 - 1. Provide templates, tools, instruction, training, and technical assistance to enable Contractor in preparing and submitting necessary data and reports;
 - 2. Provide required disclosure consent forms to Contractor within 14 days of the contract being fully executed;
 - 3. Regularly communicate and coordinate with Contractor and the Home Visiting Model's national offices. This may include facilitating training, technical assistance, and execution of any required agreements needed

- to support the successful program planning and delivery and to meet program model, state, and federal requirements;
4. Provide notice for the supervisor meetings at least 30 days in advance via an email calendar invitation;
 5. Provide information on qualifying Infant and Early Childhood Mental Health Consultation sessions throughout the contract year;
 6. Assist Contractor with reporting performance measures and construct data;
 7. Provide interpretation and policy clarification of federal and state statutory and programmatic requirements;
 8. Provide reporting requirements in accordance with the performance measures for the Home Visiting Model and tools for monthly reviews;
 9. Evaluate the performance of Contractor according to the terms of this Contract;
 10. As applicable, develop a Corrective Action Plan with strategies and timelines for correcting and preventing noncompliance identified by Department;
 11. Develop criteria and an evaluation method to establish Core Competency Certification; and
 12. Notify the Contractor in writing if any additional funds become available.

VIII. Funding and Payments

- A. Department agrees to reimburse Contractor up to the maximum amount of the Contract for allowable expenditures directly related to the program made by Contractor according to the provisions of the Contract, including the Department-approved budget.
 1. The maximum funding for the term of this contract is \$50,000
 - a) Funding Source: State of Utah General Fund
 - b) This contract may be amended to add additional funding.
 - c) If the contract is not amended to add additional funding, the contract terminates on June 30, 2023.
- B. Contract funding may only pay for costs expended during the effective term of the Contract.
- C. Department agrees to reimburse Contractor employee salary and benefits expenses per month, according to the following standards:
 1. For each home visitor who works forty (40) hours per week performing State duties related to home visiting, Department agrees to reimburse Contractor 100% of the home visitor's monthly salary and benefit expenses, so long as the home visitor meets their caseload requirement according to the standard in Section II.E-F ;
 2. For each home visitor who works less than forty (40) hours per week performing State duties related to home visiting, Department agrees to reimburse Contractor according to the standard in section VIII.C.1 in an amount prorated to the home visitor's actual hours worked so long as the home visitor meets their prorated caseload requirement; and

3. For each new home visitor working forty (40) hours per week performing State duties related to home visiting who has been employed less than 10 months from the date model training was completed, Department agrees to reimburse Contractor 100% of the home visitor's monthly salary and benefits, so long as the home visitor meets their caseload requirement according to the standard in Section II.E-F.
 - a) In addition, if the new home visitor employed for less than 10 months also works less than forty (40) hours per week, Department shall prorate reimbursement to Contractor for that new home visitor in proportion to their hours worked, as described by section VIII.C.2.

IX. Performance Based Funding

- A. Department may review Contractor's performance during the effective term and reserves the right to decrease or terminate funding for failure to meet the terms of the contract. A reduction in funding shall be based on the element out of compliance and the portion of the budget allocated for that element.
- B. If Contractor fails to comply with a Corrective Action Plan, Contractor's funding will be terminated.
- C. Prior to Department reducing reimbursement for performance failures, Contractor may make a written request to waive or mitigate reimbursement reductions and describe any relevant extenuating circumstances.
 1. Department agrees to review the request to determine whether any waiver or mitigation of reimbursement reductions is appropriate.
- D. If Contractor is unable to expend all contract funds, Contractor shall notify Department in writing of the amount of funds that will not be used. All unused funds shall be returned to Department.
- E. If Contractor has not spent 50% of the total contract funds by the end of the third quarter of each contract year, Department may reduce the contract amount for the remainder of the contract term.
 1. Prior to reducing funds for this reason, Department agrees to thoroughly review the program budget, expenditures, and activities with Contractor.

X. Dispute Resolution

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions B. and C. of this Dispute Resolution section are not mandatory.

- E. If a dispute is not resolved within 30 days of Department decision, Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.



COMMISSION STAFF REPORT

MEETING DATE: June 21, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County - LHD Environmental Services Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

For Food and Environmental Health, the Environmental Health Director for San Juan Public Health shall:

1. Inspect each food service establishment according to the San Juan Public Health risk-based inspection classification or a minimum of two times a year during the contract period.
2. Issue temporary food establishment permits for special events and make inspections of the facilities during the operational period.
3. Conduct plan reviews prior to opening of new facilities, or those with major renovations, and issue the appropriate operational permits to all operating facilities. (See State Rules R392-100 and R392-102.)
4. Organize and direct a local food handler training and permitting program.
5. Sample all public pools and spas at least once each month and inspect each at least once a year during the contract period.
6. Be designated as the food inspector and be standardized initially by an FDA standardized officer. This standardization must be renewed every three years when due.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The Utah Department of Health contracts to reimburse San Juan Public Health for the following amounts: \$11,538.00 from July 1, 2021 through June 30, 2022; \$11,538.00 from July 1, 2022 through June 30, 2023. These amounts have been consistent each year since July 1, 2018.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1810108
Department Log Number

182700796
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - LHD Environmental Services Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).

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

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to update the language in Attachment A, and Attachment B in exchanged for continued services.
4. **CHANGES TO CONTRACT:**
 1. Attachment A, effective July 1, 2022, is replacing Attachment A, which was effective July 2018.
 2. Attachment B, effective July 1, 2022, is replacing Attachment B, which was effective July 2018.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A: Special Provisions
San Juan County LHD Environmental Services - Amendment 1
Effective Date: July 1, 2022

- I. GENERAL PURPOSE:
- A. The general purpose of this contract is to provide funding for environmental sanitation services.
- II. DEFINITIONS:
- A. "Contractor" means San Juan County on behalf of San Juan County Health Department.
- B. "Department" means Department of Health and Human Services, Environmental Sanitation.
- C. "FDA" means the U.S. Food and Drug Administration.
- III. RESPONSIBILITIES OF CONTRACTOR:
- A. For Food and Environmental Health, the CONTRACTOR shall:
1. Inspect each food service establishment according to the CONTRACTOR'S risk-based inspection classification or a minimum of two times a year during the contract period.
 2. Issue temporary food establishment permits for special events and make inspections of the facilities during the operational period.
 3. Conduct plan reviews prior to opening of new facilities, or those with major renovations, and issue the appropriate operational permits to all operating facilities. Rules R392-100 and R392-102.
 4. Organize and direct a local food handler training and permitting program.
 5. Sample all public pools and spas at least once each month and inspect each at least once a year during the contract period.
 6. Designate at least one food inspector per health department to be standardized initially by either the Department standardization officer or an FDA standardized officer. This standardization must be renewed every three years when due. The food inspector(s) standardized by the Department or FDA shall standardize other inspectors at the local health department who inspect food establishments.
- IV. REPORTING:
- A. The CONTRACTOR shall submit a final report to the DEPARTMENT by September 1, of each year during the contract period detailing the data as requested on Attachment B: Data Reporting Template.
- B. The CONTRACTOR shall submit to the DEPARTMENT a detailed billing of allowable expenses on the Monthly Expenditure Report (MER) on a quarterly basis.

V. FUNDING:

- A. The DEPARTMENT agrees to reimburse the CONTRACTOR up to \$57,690.00.
 - 1. \$11,538.00 from July 1, 2018 through June 30, 2019.
 - 2. \$11,538.00 from July 1, 2019 through June 30, 2020.
 - 3. \$11,538.00 from July 1, 2020 through June 30, 2021.
 - 4. \$11,538.00 from July 1, 2021 through June 30, 2022.
 - 5. \$11,538.00 from July 1, 2022 through June 30, 2023.

VI. AMENDMENTS AND TERMINATION:

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

Attachment B-Data Reporting Template
San Juan County LHD Environmental Services-Amendment 1
Effective Date: July 1, 2022

Please report the following data and return form to cassandrafairclough@utah.gov.

"DNR" means "Do Not Regulate"
 "NDA" means "No Data Available"

Food Safety Program

Yes No

Risk Based Inspection Classifications?
 Have a Standardized Training Officer?

PERMITTED FACILITIES	Enter a number
Plan Reviews Conducted	
Permanent Establishments Permitted	
Temporary Establishments Permitted	
Agritourism Facilities Permitted	
Microenterprise Kitchens Permitted	
Total number of Food Trucks Permitted	
Total Permitted Facilities	
INSPECTION PROGRAM	Enter a number
Routine Inspections including Food Trucks	
Temporary Food Establishment Inspections	
Follow-Up Inspections	
Complaint Investigations	
Foodborne Illness Investigations	
ENFORCEMENT	Enter a number
Enforcement Actions (Conferences, hearings, citations, notices, orders, courts, etc.)	
Enforced Closures (separate from other enforcement activities)	
FOOD HANDLER PERMITS	Enter a number
Food Handlers Trained	
Food Handler Permits Issued	
STAFFING	Enter a number
Food Inspectors (number of FTEs)	
Total Permitted Establishments	
Number of Establishments/FTEs	

Swimming Pool Program

PERMITTED FACILITIES	Enter a number
Apartments	
Hotel / Motels	
Municipal / Government Owned	
Commercial Recreation Facilities	
Schools	
HOA/PUD/Condominiums	
Athletic / Fitness Centers	
Other	
PERMITTED POOLS AND SPAS	Enter a number
Swimming pools	
Spa pools	
Interactive Water Features	
Hydrotherapy pools	
Instructional pools	
Other	
TOTAL	
ENFORCEMENT ACTIONS	Enter a Number
Enforcement Actions (Conferences, hearings, notices, orders, courts, etc.)	
Enforced Closures (separate from other activities)	
Voluntary Closures (CPO/Manager Closed)	
INSPECTION PROGRAM	Enter a number
Routine Inspections	
Follow-up Inspections	
Complaint Investigations	
POOL OPERATORS	Enter a number
Operators Certified by LHD staff	
Certified Operators Registered	

General Sanitation Program		Enter a number	Utah Indoor Clean Air Act (UICAA) Program	
Vector Control Complaints / Investigations				Enter a number
Weed Control Complaints / Investigations			Routine Inspections	
Animal Control Complaints / Investigations			Complaints at an Educational Facility	
Housing Complaints / Investigations			Complaints at a Condominium or Apartment	
Noise Complaints / Investigations			Other Facility Complaints	
Temporary Establishments Permitted			Total Number of Complaints	
Solid Waste Complaints / Investigations			Complaint Investigations	
WASTE HAULERS	Enter a number		Notices Issued	
Trucks Permitted			Compliance Achieved	
Complaints Investigated				
CHEMICALLY CONTAMINATED PROPERTIES (METHAMPHETAMINES)	Enter a number			
Complaint Investigations				
Homes Decontaminated				
Homes Placed on Contaminated List				
Homes Removed from Contaminated List				

Institutional Health Program			
(Exclusive of Food Service and Pools)			
Public Lodging	Enter a number	Cosmetology / Barber Facilities	Enter a number
Number of Establishments		Number of Establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
Tanning Facilities	Enter a number	Residential Care Facilities	Enter a number
Number of Establishments		Number of Establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
Body Art Facilities	Enter a number	Temporary Mass Gatherings	Enter a number
Number of Establishments		Permits Issued	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
Schools*	Enter a number	Massage Facilities	Enter a number
Number of Public Schools		Number of Establishments	
Number of Charter Schools		Routine Inspections	
Number of Private Schools		Complaint investigations	
Routine Inspections		Correctional Facilities	Enter a number
Complaints Investigated		Number of establishments	
		Routine Inspections	
		Complaints Investigated	

* NOTE: School Inspections refer to an inspection of the whole school premises for health and safety. These do NOT include inspection of food service, which would be counted as food inspections.

Parks and Camps Program			
Manufactured Home Communities	Enter a number	Recreation Camps	Enter a number
Number of Establishments		Number of Establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaint investigations	
RV Parks	Enter a number	Roadside Rest Stops	Enter a number
Number of Establishments		Number of establishments	
Routine Inspections		Routine Inspections	
Complaints Investigated		Complaints Investigated	
Labor Communities	Enter a number		
Routine Inspections			
Number of Establishments			
Complaints Investigated			



COMMISSION STAFF REPORT

MEETING DATE: June 21, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County - TB Prevention and Control Amendment 4 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this Contract is to support San Juan Public Health's ability to conduct activities related to tuberculosis (TB) prevention and control based on national standards. It is San Juan Public Health's responsibility to identify high priority needs and activities and determine how the local and state resources should be spent to best meet the needs of their jurisdiction. This funding does not represent the totality of effort and is not intended to be the sole source of funding for these activities.

These funding and related activities will be the responsibility of the Nursing Director and Epidemiologist.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The contract amount for federally reimbursed funding is being changed. The funding amount will be increased by \$750.00 in federal funds for the contract period January 1, 2022 to December 31, 2022. The original amount was \$4,842.00. New total funding is \$5,592.00.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2025308
Department Log Number

202700576
State Contract Number

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

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

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$4,842.00. The funding amount will be increased by \$750.00 in federal funds. New total funding is \$5,592.00.
2. Attachment "A", effective February 1, 2022, is replacing Attachment "A", which was effective January 2022. The document title is changed, Article "III" Funding, Section A, is changed and A.5. is added.

DUNS: 079815014

Indirect Cost Rate: 0%

Add

Federal Program Name:	Utah TB Prevention and Control Project	Award Number:	6 NU52PS910197-03-02
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU52PS910197
CFDA Title:	PROJECT GRANTS AND COOPERATIVE AGREEMENTS FOR TUBERCULOSIS CONTROL PROGRAMS	Federal Award Date:	3/25/2022
CFDA Number:	93.116	Funding Amount:	\$750.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 02/01/2022

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

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

Contract with Utah Department of Health and San Juan County, Log # 2025308

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date _____
Willie Grayeyes
County Commission Chair

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

Attachment A: Special Provisions

San Juan County - TB Prevention and Control Amendment 4

Effective Date: February 1, 2022

I. DEFINITIONS:

- A. "AFB" means Acid-Fast Bacilli.
- B. "ATBD" means Active Tuberculosis Disease.
- C. "Contact elicitation" means obtaining contact demographics and determining type and date of last exposure.
- D. "Directly Observed Therapy" means the physical observation by a local health department staff member or other qualified supervisor approved designees, of a patient swallowing medications for the control of tuberculosis.
- E. "LTBI" means latent TB infection.
- F. "TB" means tuberculosis.
- G. "UT-NEDSS" means the Utah National Electronic Disease Surveillance System.
- H. "Subrecipient" means Contractor and San Juan County.
- I. "Department" means Utah Department of Health, Refugee Health and TB Program.

II. PURPOSE:

The purpose of this Contract is to support the SUBRECIPIENT's ability to conduct activities related to TB prevention and control. Activities reflect national standards. It is the SUBRECIPIENT's responsibility to identify high priority needs and activities and determine how the local and state resources should be spent to best meet the needs of their jurisdiction. This funding does not represent the totality of effort and is not intended to be the sole source of funding for these activities.

III. FUNDING:

- A. New total funding is \$5,592.00.
 - 1. \$574.00 for the period January 1, 2020 to March 31, 2020.
 - 2. \$1,722.00 for the period April 1, 2020 to December 31, 2020.
 - 3. \$2,296.00 for the period January 1, 2021 to December 31, 2021.
 - 4. \$250.00 for the period January 1, 2022 to December 31, 2022.
 - 5. \$750.00 for the period January 1, 2022 to December 31, 2022.
- B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly relating to the program
- C. Funds cannot be used for the purchase of any medications.
- D. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
- E. Pass-through Agency: Utah Department of Health.
- F. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

IV. INVOICING:

- A. The June invoice shall be submitted no later than July 15 of each year.
- B. Approved TB medications, pharmacy copays or pharmacy dispensing fees purchased with other funds, not awarded through this Contract, shall be

reimbursed by the DEPARTMENT as funding allows.

1. For TB Medications, the SUBRECIPIENT shall submit invoice each month and include:
 - a) The signature of authorizing official or business official, the medication name, quantity and units and 340B price.
 - b) A copy of the receipt from the manufacturer.
 - c) For medications purchased between January 1 and June 30, invoices shall be submitted to the DEPARTMENT no later than July 10 of the same calendar year.
 - i. Invoices received after this date shall not be paid.
 - d) For medications purchased between July 1 and December 31, invoices shall be submitted to the DEPARTMENT no later than January 10, of the next calendar year.
 - i. Invoices received after this date shall not be paid.

- C. For Pharmacy copays or dispensing fees, the SUBRECIPIENT shall submit invoices each month and include:
 1. The signature of authorizing official or business official, the patient name and date of birth, pharmacy name and copay amount.
 2. A copy of the receipt from the pharmacy.
 3. For pharmacy copays made between January 1, and June 30, invoices shall be submitted to the DEPARTMENT no later than July 10, of the same calendar year.
 - a) Invoices received after this date shall not be paid.
 4. For pharmacy copays made between July 1, and December 31, invoices shall be submitted to the DEPARTMENT no later than January 10, of the next calendar year.
 - a) Invoices received after this date shall not be paid.

V. STANDARDS, PROTOCOLS, POLICES/PROCEDURES, GUIDELINES:

The SUBRECIPIENT shall:

- A. Comply with all State and Federal laws including:
 1. Utah Administrative Code 388-804, "Special Measures for the Control of Tuberculosis" (<https://rules.utah.gov/publicat/code/r388/r388-804.htm>).
 2. Utah Administrative Code 386-702, "Communicable Disease Rule" (<https://rules.utah.gov/publicat/code/r386/r386-702.htm>).
- B. The SUBRECIPIENT shall conduct TB prevention and control activities as detailed in Section VI in accordance with the Centers for Disease Control and Prevention and American Thoracic Society recommendations and the Utah Department of Health's Tuberculosis Control Program.
 1. (<https://www.cdc.gov/tb/publications/guidelines/treatment.htm>).
 2. (<https://www.cdc.gov/tb/publications/guidelines/testing.htm>).
 3. (<http://health.utah.gov/epi/diseases/TB/>).
- C. The SUBRECIPIENT shall use the National TB Program Objectives and Performance Targets for 2025 to plan, implement and monitor TB prevention and control activities (<https://www.cdc.gov/tb/programs/evaluation/indicators/default.htm>).

VI. RESPONSIBILITIES OF THE SUBRECIPIENT:

- A. Case Management and Treatment

The SUBRECIPIENT shall increase the proportion of:

1. Patients whose diagnosis is likely to be ATBD who are started on the recommended initial 4-drug regimen.
 2. TB patients with positive AFB sputum-smear results who initiate treatment within seven days of specimen collection.
 3. TB patients ages 12 years or older with a pleural or respiratory site of disease who have a sputum culture reported.
 4. TB patients with positive sputum culture results who have documented conversion to negative results within 60 days of treatment initiation.
 5. Patients with newly diagnosed ATBD for whom 12 months or less of treatment is indicated who complete treatment within 12 months.
 6. TB patients who have a HIV test result reported.
 7. TB patients that complete treatment via Directly Observed Therapy.
- B. Contact Investigations
The SUBRECIPIENT shall increase the proportion of:
1. TB patients with positive AFB sputum-smear results who have contacts elicited.
 2. Contacts to sputum AFB smear-positive TB cases who are examined for infection and disease.
 3. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who start treatment.
 4. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who complete treatment.
- C. Examination of Immigrants and Refugees
The SUBRECIPIENT shall:
1. Increase the proportion of immigrants and refugees with abnormal chest radiographs read overseas as consistent with TB who:
 - a) Initiate a medical examination within 30 days of notification.
 - b) Complete a medical examination within 90 days of notification.
 - c) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended start treatment.
 - d) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended complete treatment.
- D. Prevention and Control Activities
The SUB-RECIPIENT shall:
1. Promote the use of 3HP.
 2. Prioritize response to identify and treatment individuals with LTBI as local priorities and resources dictate.
 3. Initiate isolation orders for non-adherent patients.
 4. Provide incentives/enablers to patients to support treatment adherence and completion.
 5. Participate in bi-annual Cohort Review
 - a) The SUB-RECIPIENT shall ensure that nurses whose cases are scheduled for review will present in person. Extenuating circumstances, e.g. travel of more than 60 miles required to attend, may allow for attendance by phone.
- E. TB Medication
The SUB-RECIPIENT shall:
1. Provide TB medication therapy for all patients consenting to treatment of tuberculosis by:

- a) Retaining the services of a licensed pharmacy to dispense anti-tuberculosis medications as ordered by a licensed physician or designee.
- b) Maintaining a 340B Program
 - i. Complete annual 340B recertification
 - ii. Maintain an active Authorizing Official
 - iii. Ensure compliance to 340B policies

VII. REPORTING REQUIREMENTS:

The SUBRECIPIENT shall:

- A. Report TB-related activities including patient demographics, treatment, TB testing and TB case data by either entering this data into UT-NEDSS or submitting the Monthly TB Activity Report (<http://health.utah.gov/epi/diseases/TB/forms/>) by the 10th of each month.
- B. Submit completed Contact Investigation Record on each TB case by either entering this data into UT-NEDSS or submitting the form (http://health.utah.gov/epi/diseases/TB/forms/atbd/contact_investigation_form.pdf).

VIII. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT may:

- A. Provide program information/updates pertaining to the services provided by the SUBRECIPIENT which may include program statistics, information/publications on current issues, best practices, etc.
- B. Provide training for TB screening and certification, contact investigation, and targeted case management for Medicaid-eligible clients as requested.
- C. Provide technical assistance and medical consultation to the SUB-RECIPIENT for TB by phone, e-mail, on-site visits and written communications as needed.
- D. Provide client report forms, literature, and special event packets/materials at no cost to the SUBRECIPIENT.
- E. Provide laboratory services to support the TB programs at no cost to the SUBRECIPIENT: AFB smears; determining the presence of *M. tuberculosis* complex; and, first-line drug susceptibility testing. All other laboratory testing shall require prior authorization by the TB Control Program Manager and shall be evaluated on a case-by-case basis.
- F. Reimburse the SUBRECIPIENT for approved tuberculosis medications as listed in Attachment C and approved pharmacy co-pays.
- G. Aid with non-adherent TB patients which is not limited to, but may include, facilitating an admission to the University of Utah Medical Center Secure TB Unit.

IX. DEPARTMENT CONTACT:

- A. The day to day program contact is Hayder Allkhenfr, halkhenfr@utah.gov, (385) 259-5204.

X. AMENDMENTS AND TERMINATION:

- A. If the Contract is not amended to add funds, the Contract shall terminate as of December 31, 2022.



COMMISSION STAFF REPORT

MEETING DATE: June 21, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County - Utah Indoor Clean Air Act Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The general purpose of this agreement is to provide funding for cost directly related to the investigation and enforcement to the Utah Indoor Clean Air Act (UICAA). San Juan Public Health will designate a coordinator, Environmental Health Director, and list of staff for enforcing the UICAA, during the contract period. This includes responding to all complaints received about smoking in workplace or public places or noted during routine inspection by the Environmental Health Director.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

Funding includes \$1,123.00 of reimbursements from July 1, 2022 through June 30, 2023.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1811606
Department Log Number

182700817
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Utah Indoor Clean Air Act Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).

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

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to update the language in Attachment A in exchange for continued services.
4. **CHANGES TO CONTRACT:**
 1. Attachment A, effective July 1, 2022, is replacing Attachment A, which was effective July 2018.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Contract with Utah Department of Health and San Juan County, Log # 1811606

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date _____
Willie Grayeyes
County Commission Chair

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

Attachment A: Special Provisions
San Juan County - Utah Indoor Clean Air Act Amendment 1
Effective Date: July 1, 2022

- I. GENERAL PURPOSE:
- A. The general purpose of this agreement is to provide funding for cost directly related to the investigation and enforcement to the UICAA.
- II. DEFINITIONS:
- A. "Contractor" means San Juan County on behalf of San Juan County Health Department.
- B. "Department" means Department of Health and Human Services, Environmental Sanitation.
- C. "UICAA" means Title 26, Chapter, 38, the Utah Indoor Clean Air Act and its associated rule, R392-510.
- III. RESPONSIBILITIES OF CONTRACTOR:
- A. For the investigation and enforcement of the UICAA, the Contractor shall:
1. Designate a coordinator and list of staff for enforcing the UICAA during the contract period. The name of the coordinator and list of staff shall be provided to the DEPARTMENT before July 30 of each year during the contract period.
 2. Respond to all complaints received about smoking in workplace or public places or noted during routine inspection by the CONTRACTOR. The CONTRACTOR shall investigate all complaints within three working days of being received by the CONTRACTOR.
- IV. REPORTING:
- A. The CONTRACTOR shall submit a final UICAA report to the DEPARTMENT by September 1 of each year during the contract period detailing the data as requested on the San Juan County LHD Environmental Services-Amendment 1 Contract, Attachment B: Data Reporting Template.
- B. The CONTRACTOR shall submit a detailed billing of allowable expenses on the Monthly Expenditure Report (MER) on a quarterly basis.
- V. FUNDING.
- A. The DEPARTMENT agrees to reimburse the CONTRACTOR up to \$5,615.00 for costs directly related to the UICAA investigation and enforcement.
1. \$1,123.00 from July 1, 2018 through June 30, 2019.
 2. \$1,123.00 from July 1, 2019 through June 30, 2020.
 3. \$1,123.00 from July 1, 2020 through June 30, 2021.
 4. \$1,123.00 from July 1, 2021 through June 30, 2022.

5. \$1,123.00 from July 1, 2022 through June 30, 2023.

VI. AMENDMENTS AND TERMINATION:

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



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2219521
Department Log Number

222700055
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department COVID-19 Testing Activities in K-12 Schools Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to extend the termination date.

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

4. **CHANGES TO CONTRACT:**
 1. The contract termination date is being changed. The original contract termination date was 7/31/2022. The contract period is being increased by one year. The new termination date is 7/31/2023.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 06/15/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Contract with Utah Department of Health and San Juan County, Log # 2219521

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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



COMMISSION STAFF REPORT

MEETING DATE: June 16, 2022

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

RECOMMENDATION: Approval

SUMMARY

The general purpose of this contract is to support COVID-19 testing in K-12 school populations. While we do not anticipate needing these funds to support schools with further COVID-19 testing, case investigation, and contact tracing, this contract will allow San Juan Public Health to be prepared to support schools if the COVID-19 pandemic worsens.

The contract termination date is being changed. The original contract termination date was 7/31/2022. The contract period is being increased by one year. The new termination date is 7/31/2023.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The total funds available, \$280,000.00, remains unchanged. This is a federal cost reimbursement contract. This is made up of

- Testing Coordination \$100,000.00;
- Case Investigation and Contact Tracing \$30,000.00
- Subcontract Amounts, \$50,000.00; and
- Other Administration Costs \$100,000.00.



**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

2120905
Department Log Number

212700217
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 4.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** update workplan activities and add funding (\$221,816.73) for the FY23 state fiscal year.
4. **CHANGES TO CONTRACT:**
 1. Attachment B Special Provisions FY21-FY25 Amendment 4, effective 7/1/22 is replacing the Special Provisions dated 10/1/2021. Funding amounts have been established and the activities listed in Section IV Services have been updated.
 2. The contract amount is being changed. The original amount was \$448,800.12. The funding amount will be increased by \$221,816.73. New total funding is \$670,616.85. This total does not affect any previous year's contract or amendment amount.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	Award Number:	5 NU58DP006806-03-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)	Federal Award Identification Number:	NU58DP006806
CFDA Title:	NATIONAL STATE TOBACCO CONTROL PROGRAM	Federal Award Date:	5/25/2022
CFDA Number:	93.387	Funding Amount:	\$12916.67

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.

- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date _____
Willie Grayeyes
County Commission Chair

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

ATTACHMENT B

FY21 – FY25 AMENDMENT 4

SPECIAL PROVISIONS:

I. PARTIES

- A. This contract is between the Tobacco Prevention and Control Program acting by and through the Utah Department of Health and Human Services, hereinafter referred to as "DEPARTMENT," and the San Juan County Health Department, hereinafter referred to as "SUB-RECIPIENT." Together the DEPARTMENT and the SUB-RECIPIENT shall be referred to as the "Parties".

II. DEFINITIONS

- A. "Catalyst" means a web-based tool that manages the collaborative linkages between evaluation, work plans, logic models, strategic/state plans, and other management documents. Catalyst is the 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 SUB-RECIPIENT where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. "DEPARTMENT" means the Utah Department of Health and Human Services.
- F. "MSA Grant Funding" means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- G. "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.
- H. "SUB-RECIPIENT" means the San Juan County Health Department and the "Grantee," as defined and described in the agreement between the parties titled "Utah Department of Health General Provisions and Business Associate Agreement" currently in effect until 6/30/2023.
- I. "Tax Fund" means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- J. "TPCP" means Tobacco Prevention and Control Program.

III. PAYMENTS

- A. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to a maximum total of \$221,816.73 for expenditures in accordance with the funding categories listed below in

Part B. The amount reimbursed is based on the number of services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report submitted to the DEPARTMENT.

- B. The amounts listed below are the maximum amount the DEPARTMENT can reimburse the SUB-RECIPIENT. Funds can only be expended as follows:
1. \$12,916.67 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of July 1, 2022 – April 28, 2023 (4378).
 - a. The source of funding is provided from the following program:

Federal Award Project Title:	CDC-RFA-DP20-2001: National and State Tobacco Control Program
Federal Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)
Award Number:	5 NU58DP006806-03-00
Assistance Listing Program Title:	National and State Tobacco Control Program
Assistance Listing Number:	93.387
Assistance Listing Amount:	\$ 1,256,406.00
Federal Award Date:	5/25/2022
Indirect Cost Rate:	0%
 - b. Reimbursement shall be provided for expenditures directly related to activities set forth in Section IV excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section IV as:
 - i. Compliance Checks
 - ii. Tobacco Retail Permitting
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections
 - iv. Utah Indoor Clean Air Act (UICAA)
 - c. Closeout: SUB-RECIPIENT must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of the Federal award.
 2. \$72,807.00 is available from the state funded Tax Fund and MSA Grant for the period of July 1, 2022 - June 30, 2023 (4377 & 4379) and shall be allocated in accordance with the following:
 - a. Up to \$3,667.00 shall be reimbursed for Compliance Checks. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT \$ 96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section IV; 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 IV.
 3. \$54,437.22 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, 2022 - June 30, 2023 (4383). The

SUB-RECIPIENT 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 26-57-103;
 - b. The labeling requirement described in Section 26-57-104; and
 - c. The penalty provisions described in Section 26-62-305.
4. \$81,655.84 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account for the period of July 1, 2022 - June 30, 2023 (4383) and shall be allocated in accordance with Subsection (3)(d) to issue grants under the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129.

IV. SERVICES

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

Activity Title	SMART Objective
Continuing Education	By June 30, 2023 2 staff funded by tobacco will attend at least 1 TPCP training per quarter.
Pilot Project	By June 30, 2023 assigned LHD staff shall attend Pilot Project meetings for project identified.
Priority Populations	By June 30, 2023 implement and report on established plan to collaborate with identified priority population.
Outreach Partnerships	By June 30, 2023 provide supportive technical assistance related to tobacco prevention and/or cessation resources to 1 organization.
Tobacco Retail Permitting	By June 30, 2023 ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2023 2 tobacco compliance checks will be completed in each tobacco retail outlet.
Retail Education	By June 30, 2023 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product, and Nicotine Product Inspections	By June 30, 2023 conduct combined inspections in 100% retailers.
CBO Partnership	By June 30, 2023, establish 3 partnerships with community-based organizations.
Youth Groups	By June 30, 2023 lead a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2023 educate 2 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, 2023 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, 2023 increase Quit Line registered calls in local area from 3 in FY21 to 4 and E-Coach registered members from 4 in FY21 to 5.
Low Income Cessation Services	By June 30, 2023 work with 1 local service that is utilized by low-income individuals to promote tobacco cessation programs.
Youth Cessation	By June 30, 2023 connect 1 community partner to youth quit services.
Low Income MUH Policy	By June 30, 2023 provide resources, training & technical assistance to 2 low income MUH properties to implement, improve and/or maintain comprehensive policies.
Worksite Policy	By June 30, 2023 work with 1 worksite to utilize the CDC Worksite Health ScoreCard to implement, improve and/or maintain environmental and employee policies.
Utah Indoor Clean Air Act (UICAA)	By June 30, 2023 respond to 100% of Utah Indoor Clean Air Act (UICAA) complaints and provide education, signage, and materials as appropriate.

V. REPORTS

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

VI. UTAH DEPARTMENT OF HEALTH PROGRAM ROLE

- A. The DEPARTMENT 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.

VII. MEDIA

- A. When SUB-RECIPIENT has a DEPARTMENT-approved media campaign in their jurisdiction, SUB-RECIPIENT staff shall conduct that campaign according to the Utah Department of Health and Human Services "Way To Quit Brand Guidelines."
 1. Media campaigns include Public Service Ad (PSAs) scripts, produced PSAs, websites specifically created and included in SUB-RECIPIENT proposal for designated programming (not to include general SUB-RECIPIENT websites), brochures, flyers, posters, advertisements, incentive items and other marketing materials as detailed in the approved plan.
- B. SUB-RECIPIENT media campaign proposals must include campaign deadlines that are subject to approval by the appropriate TPCP program staff.

VIII. ADMINISTRATIVE REQUIREMENTS

A. SUB-RECIPIENT staff shall:

1. Participate in at least one (1) site visit with DEPARTMENT program staff;
2. Attend at least one (1) TPCP training per quarter;
3. Collaborate and coordinate program evaluation with TPCP epidemiology staff and/or with DEPARTMENT'S external contracted evaluator;
 - a. TPCP 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 TPCP.



COMMISSION STAFF REPORT

MEETING DATE: July 12, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 4 by Grant Sunada, Public Health Director and Rebecca Benally, Health Promotion Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to prevent use of commercial tobacco and connect commercial tobacco users with evidence-based resources that help with cessation. Approved Tobacco Prevention and Control activities related to this grant include the following: Continuing education for staff, pilot projects, collaboration with priority populations, partnership organizations, tobacco retail permitting, compliance checks, retail education, retail inspection, community organization partnerships, youth groups, educating municipalities and retailers on age 21 laws, increasing use of Quit Services, partnership with low income services, youth partners, improving tobacco policies in low-income multi-unit housing, worksite partnerships, improving adherence to the Utah Indoor Clean Air Act, and media campaigns, and site visits, and program evaluation. Compliance checks have a specific line of funding within this grant.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The original amount of federally reimbursed funding was \$448,800.12 from FY2021 – FY2025. The funding amount will be increased by \$221,816.73. New total funding is \$670,616.85.

For the period July 1, 2022 – April 28, 2023:

- \$12,916.67 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of for the above Tobacco Prevention and Control activities.
- \$72,807.00 is available from the state funded Tax Fund and MSA Grant for the period of July 1, 2022 - June 30, 2023 (4377 & 4379) and shall be allocated in accordance with the following:
 - Up to \$3,667.00 shall be reimbursed for Compliance Checks (\$96.50 per compliance check).
 - The remaining may be used for the above Tobacco Prevention and Control activities.
- \$54,437.22 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account.
- \$81,655.84 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program.