



BOARD OF COMMISSIONERS MEETING

In-Person and Electronic Meeting

October 18, 2022 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

APPROVE AGENDA

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meeting <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 One tap mobile +16699006833,,3125521102# US (San Jose)

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

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

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

1. Approval of October 4, 2022 Board of Commission Meeting Minutes
2. Approval of Check Registers from September 30th to October 14, 2022
3. Approval of purchase of LiveScan Fingerprint Scanner for \$11,900.00 - Sheriff's Department
4. Approval of Memorandum of Understanding for Utah Cooperative Marketing Program- Round 2022 for Utah's Canyon Country San Juan County
5. Approval of Hot spot Continued Funding Grant County County Portion is \$2,400.00

- [6.](#) Approval of 2019-2023 Environment, Policy, and Improved Clinical Care (EPICC) - San Juan Health Department Amendment 11
- [7.](#) Approval of San Juan County Health Department - HIV Prevention - 2018 through 2022 Amendment 6
- [8.](#) Approval of San Juan County - Childhood Lead Poisoning Prevention and Surveillance 2021 Amendment 1
- [9.](#) Approval of San Juan County - FY2023 Nurse Home Visiting - San Juan County Health Department Amendment 1
- [10.](#) Approval of Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 1
- [11.](#) Approval of the Public Health Emergency and Healthcare Preparedness Programs – San Juan FY22 Amendment 1
- [12.](#) Approval of the San Juan County - Disease Response, Evaluation, Analysis and Monitoring 2019 Amendment 3
- [13.](#) Approval of the Summer Food Service Program - San Juan Amendment 6 contract between the Utah Department of Health and San Juan County
- [14.](#) Approval of Maternal and Child Health FFY 2021 – San Juan County Health Department Amendment 5

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [15.](#) USU Update - Reagan Wytsalucy, San Juan County USU Extension Coordinator, Assistant Professor
- [16.](#) San Juan Counseling Annual Audit for FY2021 Presentation, Tammy Squires, Director, San Juan Counseling

BUSINESS/ACTION

- [17.](#) Consideration and Approval of a Standard Service Provider Contract with Personnel Systems & Services for an amount not to exceed \$31,085. Mack McDonald, Chief Administrative Officer
- [18.](#) Consideration and Approval of San Juan County Children with Special Health Care Needs (CSHCN) Care Coordination Contract by Brittney Carlson, Public Health Nursing Director
- [19.](#) Consideration and Approval of the Annual Grand County Library Inter-Local Agreement of \$6,000 for Library Services to Residents in Spanish Valley, Nicole Perkins, Library Director

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS MEETING
In-Person and Electronic Meeting
October 04, 2022 at 11:00 AM

MINUTES

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

CALL TO ORDER

Time Stamp 0:00:04 (audio & video)

ROLL CALL

Time Stamp 0:00:11 (audio)

PRESENT

Commission Chair Grayeyes
Commission Vice Chair Adams
Commissioner Maryboy

INVOCATION

Time Stamp 0:00:40 (audio)

Commission Vice Chair Adams offered the Invocation.

APPROVE AGENDA

Time Stamp 0:01:54 (audio)

Mack McDonald, County Administrative Officer, presented the Agenda for the Commission to review and approve.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Vice-Chair Adams, Commissioner Maryboy, Abstained: Commission Vice Chair Grayeyes

PUBLIC COMMENT

Time Stamp 0:10:35 (audio)

Public comments will be accepted through the following Zoom Meeting <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102

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

Elaine Gizlar, Director of Economic Development and Visitor Services, invited the Commission to support the United Way program named “Souls to Souls” on October 15th, 2022. The event will be at the Canyon Country Discovery Center in Monticello. She also mentioned the Nov 9th San Juan County Business Base Camp Training/Expo held in the Special Events Center in Blanding. The program will be from 8:00 am to 5:00 pm.

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

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

Time Stamp 0:14:55 (audio)

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.

Voting Yea: Commission Vice-Chair Adams, Commissioner Maryboy

Voting Abstain: Commission Chairman Grayeyes

1. Approval of September 6, 2022 Commission Meeting Minutes
2. Approval of September 3, 2022 to September 29, 2022 Check Registers
3. Approval of \$7,480.05 in Small Purchases, \$4,918.66 for Weed Spray Chemicals for the Weed Department and \$2,561.39 for a new Gate Opener for the Public Safety Department
4. Approval and Appointment of Dalin Tait as a Board Member for the Tourism Tax Advisory Board
5. Approval of the Appointment of Marjorie Storland representing La Sal to serve as a Board Member on Library Board
6. Appointment of Ann Austin to fill the final Planning Commission vacancy representing Spanish Valley whose term will expire December 31, 2026.
7. Approval of US Immigration and Customs Amendment of Solicitation/Modification of Contract De-obligating \$120.00
8. Approval and Renewal of the 2022 State Homeland Security Grant Program, Tammy Gallegos, Emergency Manager
9. Approval of Simpleview Customer Relationship Management Renewal Agreement
10. Approval and Renewal of the Visa Destination Insights Contract Domestic and International

11. Approval and Renewal of the Utah.com 2022-2023 Campaign Contract for Utah's Canyon Country, San Juan County Tourism Campaign

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

12. **Presentation on Removal Project to Mitigate Uranium Exposure on Two Separate BLM sites near La Sal**, By Marti McComb, EPA

Time Stamp 0:16:10 (audio)

Kathrine Jenkins, EPA, Robert Jolley, BLM engineer, Marty McComb, EPA, Terry Snyder, BLM.

Marty presented information regarding the scope and the timeline for the EPA funding award to protect the Lisbon Valley watershed. Vanadium and radon mines with the need for remediation from heavy metals and to support erosion control.

The Columbia Shaft radon mine will be reclaimed from heavy metals and erosion control. They intend to build supporting infrastructure.

The vanadium mine named the Columbia Shaft (is nearby) and needs remediation work performed on the tailings. Want to stop rainwater from running over the tailings. Many campers and families are camping upon the tailings at risk of their health.

PUBLIC HEARING

Time Stamp 0:32:45 (audio)

Motion to enter into the Public Hearing: For the consideration and approval of the Public Safety building expansion and remodel.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

13. **Consideration and Approval of the Public Safety Remodel and Expansion Application Scope of Work and Funding Request to the Permanent Community Impact Fund Board (CIB) Grant and Loan Program for \$26,055,695**, Mack McDonald, Chief Administrative Officer

Mack presented the scope of the work for the remodel and expansion Public Safety building remodel and to determine parameters for the CIB proposal. The original building was completed in 1977. The CIB proposal will create new space for the Law enforcement staff, Judges and legal staff, new nursing space, additional cells, and inmate phone communication space. The building has significant problems with condensation, erratic heating and cooling systems. Rainwater occasionally remains on the roof.

Revenues of over \$2.5 million are generated through the state of Utah offender program, county inmates, District Court leases and Law Enforcement fines. The annual payment on the CIB loan is over \$1.1 million per year. The loan capacity for the County is \$12 million; the request is for \$26 million.

Michelle Mefret, asked about the possibility of placing a Fire/Law/EMS/Community Center building in Spanish Valley.

Motion to exit Public Hearing

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

Motion to approve scope of work/application to the CIB for the Public Safety Building remodel.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

BUSINESS/ACTION

14. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS, by Mack McDonald, Chief Administrative Officer

Time Stamp 0:55:55 (audio)

Mack presented the resolution for honoring US Veterans by placing a green light in the County building windows.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

15. CONSIDERATION AND APPROVAL OF RESOLUTION OF APPOINTMENT OF A SAN JUAN COUNTY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMNITY POOL ANNUAL MEMBERSHIP MEETING, Mack McDonald, Chief Administrative Officer

Time Stamp 1:00:10 (audio)

Mack presented the resolution and recommended for the appointment to remain the same.

Motion made by Commission Chair Grayeyes, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

16. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS EXPRESSING OUR GRATITUDE AND APPRECIATION FOR THE STATE OF UTAH, BOTH FORMER AND CURRENT GOVERNOR HERBERT AND GOVERNOR COX, THE LIEUTENANT GOVERNOR DEIDRE HENDERSON, LARRY ECHO HAWK, REPRESENTATIVE PHIL LYMAN,

THE NAVAJO NATION’S PRESIDENT NEZ, THE CHURCH OF JESUS CHRIST, THE CITY OF BLANDING, THE NAVAJO TRIBAL UTILITY AUTHORITY AND THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEM AS WELL AS THE EFFORTS OF THOSE WESTWATER COMMUNITY MEMBERS IN ASSISTING WITH PROVIDING ELECTRICITY TO THE WESTWATER COMMUNITY,
Commissioner Willie Grayeyes.

Time Stamp 1:01:12 (audio)

Mack presented the resolution to thank the many entities for their support on bringing electricity to the Westwater community (west of Blanding.)

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

- 17. CONSIDERATION AND APPROVAL OF A RESOLUTION EXPRESSING OUR SUPPORT OF SERAPHINE WARREN IN WALKING FROM CARLYLE, AZ TO WASHINGTON, D.C. IN HONOR OF HER AUNT, ELLA MAE BEGAY, AND TO BRING ATTENTION TO CRISIS OF MISSING AND MURDERED INDIGENOUS WOMEN,** Commissioner Kenneth Maryboy

Time Stamp 1:03:32 (audio)

Mack presented the resolution to express support to Seraphine Warren, San Juan County, Utah resident, is raising awareness for missing and murdered indigenous women by walking from Arizona to Washington D.C. Indigenous women face significantly high rates of physical violence.

Motion made by Commission Chairman Grayeyes, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

- 18. Consideration and Approval of Dingell Act/ Exchange, Cooperating Agency Request,** Mack McDonald

Time Stamp 1:11:16 (audio)

Mack stated that the BLM is preparing an environmental assessment in preparation for the consideration and approval of the Dingell Act and the exchange of Sitla lands and BLM lands. San Juan County will not exchange any lands; BLM asked that the county be a cooperating agency.

Motion made by Commission Vice Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

19. Consideration and Approval of a Agreement with Earthdiver, LLC for the San Juan County Trails and Camping Content Webpages. Mack McDonald, Chief Administrative Officer

Time Stamp 1:14:33 (audio)

Mack presented the contract for approval. The company known as Earthdiver will create online content for visitors to plan hiking the nearby trails.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

20. Consideration and Approval of the Payment Processing Agreement with CSG Forte Payments, Inc for the Landfill Credit Card Payment System, Jed Tate, Landfill Manager

Time Stamp 1:17:30 (audio)

Chet Tate, Landfill manager, presented the payment processing software that coordinates the payment and the services offered by the Landfill staff.

Motion made by Commission Vice-Chair Adams, Seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

21. Consideration and Approval of Change of Vendor for Purchase of 2 Mack Dump Trucks for \$484,484.00, This is a Modification of the Request Originally Approved on 06/21/2022, Changing Vendors Will Save \$15,516, TJ Adair, Road Superintendent

Time Stamp 1:20:11 (audio)

TJ Adair, Road Department Manager presented the modification of the contract to purchase two Mack dump trucks instead of two Peterbilt dump trucks.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

22. CONSIDERATION AND ADOPTION OF A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT NO. A17AC000___ COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS, NAVAJO REGION AND SAN JUAN COUNTY, Todd Adair, Road Superintendent

Time Stamp 1:22:25 (audio)

TJ Adair, Road Department Manager, presented the Cooperating agreement with the BIA, Navajo Region, and San Juan County. The previous contract expired and this is the new six year agreement. Rates increased by 24%. The agreement can be evaluated each year.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

23. Consideration and Approval of the Interlocal Agreement for the Westwater Infrastructure Design for \$457,000 with the Navajo Tribal Utility Authority for the Westwater Design. Mack McDonald, Chief Administrative Officer.

Time Stamp 1:29:52 (audio)

Mack presented the Interlocal Agreement for the Westwater community. The agreement will provide for the design of the proposed potable water infrastructure. The County is the pass-through agency for the funding. NTUA will provide the design.

Motion made by Commission Chairman Grayeyes, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

24. Ratification of the Local Assistance and Tribal Consistency Fund Award Terms and Conditions for Eligible Revenue Sharing County Governments. Mack McDonald, Chief Administrative Officer

Time Stamp 1:32:01 (audio)

Mack presented the financial award from the US Treasury by way of the American Rescue Plan. For the years of 2022 and 2023, the County will receive funding of \$4,346,700 for both years. The award is for the benefit of the entire County and nearby border communities.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

25. Consideration and Approval of Spanish Trail Estates, Phase 1, Lot 11 Amended, Scott Burton Planning and Zoning Director

Time Stamp 1:44:13 (audio)

Scott Burton, Planning & Zoning Director, presented the request to split an existing lot into two smaller lots.

Motion made by Commission Vice-Chair Adams, Seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

26. Consideration and Approval of Werner Estates Subdivision Amendment No. 1, Scott Burton Planning and Zoning Director

Time Stamp 1:46:13 (audio)

Scott Burton, Planning & Zoning Director, presented the request to consolidate four lots into one larger lot.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

27. Consideration and Approval of Westwater Subdivision Amendment No. 1, Scott Burton Planning and Zoning Director

Time Stamp 1:47:44 (audio)

Scott, Planning & Zoning Director, presented the request to change the name from the Westwater Loop to Bears Ears Loop. The community is west of Blanding.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

28. Consideration and Approval of Hummingbird Nest Subdivision Amendment 1, Scott Burton Planning and Zoning Director

Time Stamp 1:53:51 (audio)

Scott, Planning & Zoning Director, presented the request to widen the road and add 15 feet into the Browns Canyon road.

29. Consideration and Approval of Coates II Subdivision Amendment 2, Scott Burton Planning and Zoning Director

Time Stamp 1:53:51 (audio)

Scott, Planning & Zoning Director, presented the request to add utility easements.

Motion to approve agenda items #28 and 29.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

30. Consideration and Recommendation for Overnight Accommodations Overlay Application, Stephen Howard, Red Rock Earth Movers, Terrence Thompson, TNT Real Estate Investments Inc., Scott Burton Planning and Zoning Director

Time Stamp 1:56:24 (audio)

Scott Burton, Planning & Zoning Director, presented the Overnight Accommodations Overlay application.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

BOARD OF EQUALIZATION

Time Stamp 2:01:51 (audio)

Motion to enter the Board of Equalization.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

31. Consideration and Approval of 2022 Low Income Abatement & Homeowner's Tax Credit, By Lyman Duncan, Clerk/Auditor

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

32. Board of Equalization Hearing & Assessor Adjustments, by Rick Meyer, County Assessor

Rick Meyer, Assessor, presented the Board of Equalization Hearing Officer recommendations.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

Motion to exit the Board of Equalization

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

COMMISSION REPORTS

Time Stamp 2:11:05 (audio)

Commissioner Adams reported on the Envision meeting and the upcoming CIB meeting.

Commissioner Maryboy reported on his involvement within the chapters and the various road problems.

Commissioner Grayeyes did not have any items to report.

Lyman W. Duncan, Interim County Clerk, reported on the request by Leonard Gorman, Human rights Council, Navajo Nation, for the County to move the Montezuma Creek site to voting sites at the chapter houses of Red Mesa, Mexican Water, and Aneth on Nov, 8th, 2022. The county attempted to purchase additional voting equipment, but the vendors were unable to sell the county any voting equipment before Election Day. The Dine’ Building in Montezuma Creek, Monument Valley Visitor Center and Navajo Mountain will have onsite voting on Nov 8th, 2022.

ADJOURNMENT

Motion made by Commissioner Maryboy, Seconded by Commissioner Adams

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

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

APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 09/30/2022 to 10/14/2022**

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|-----------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|-------------------------------------|---------------------------------------|
| Acumen Fiscal Agent LLC | 122968 | 34870 | 10/04/2022 | 10/04/2022 | 1,024.38 | SJC Aging | 104685615 - Contracts |
| | | | | | \$1,024.38 | | |
| Adams, Fielding | 122969 | 20220928110456 | 10/03/2022 | 10/04/2022 | 50.00 | Fire Fighting | 104220121 - Temporary Wages |
| | | | | | \$50.00 | | |
| Allstate Insurance | 122970 | C049021500 | 10/03/2022 | 10/04/2022 | 4,004.03 | Employee benefits | 102237000 - Allstate |
| | | | | | \$4,004.03 | | |
| Amazon Capital Services | 122971 | 1PWT-L3XY-C3J | 10/04/2022 | 10/04/2022 | 152.32 | SJC Road Dept | 214412250 - Equipment Operation |
| Amazon Capital Services | 123041 | 11D3-T3YD-CD | 10/11/2022 | 10/11/2022 | 90.26 | SJC Public Health | 255007.240 - Indirect Admin Office e |
| Amazon Capital Services | 123041 | 1X9K-HCRY-6P | 10/11/2022 | 10/11/2022 | 255.99 | SJC Road Dept | 214412250 - Equipment Operation |
| Amazon Capital Services | 123041 | 1YWG-MMLY-N | 10/11/2022 | 10/11/2022 | 54.20 | SJC Road Dept | 214414260 - Buildings and Grounds |
| | | | | | \$400.45 | | |
| | | | | | \$552.77 | | |
| Badback, Cindy | 123038 | 2022100615005 | 10/06/2022 | 10/06/2022 | 857.85 | Election Liaison | 104173620 - Miscellaneous Service |
| | | | | | \$857.85 | | |
| Bald Mesa Telecommunications Us | 122972 | 92 | 10/04/2022 | 10/04/2022 | 50.00 | SJC Communications | 104574615 - Contracts |
| | | | | | \$50.00 | | |
| BCM One | 123042 | 2022101010492 | 10/11/2022 | 10/11/2022 | 879.46 | SJC VOIP | 104151280 - Telephone |
| | | | | | \$879.46 | | |
| Best Deal Spring Inc. | 123043 | 20016974-00 | 10/11/2022 | 10/11/2022 | -300.24 | SJC Road Dept | 214412250 - Equipment Operation |
| Best Deal Spring Inc. | 123043 | 20017252-00 | 10/11/2022 | 10/11/2022 | 461.84 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$161.60 | | |
| | | | | | \$161.60 | | |
| Blanding City | 122973 | 2022092916574 | 10/03/2022 | 10/04/2022 | 674.26 | 551750001 - 1049 S Main | 214414270 - Utilities |
| Blanding City | 122973 | 2022092916574 | 10/03/2022 | 10/04/2022 | 138.84 | 551751001 - 1091 S Main | 214414270 - Utilities |
| | | | | | \$813.10 | | |
| Blanding City | 123044 | 2022101010492 | 10/11/2022 | 10/11/2022 | 765.72 | 501640001 Blanding Library | 724168270 - Utilities |
| Blanding City | 123044 | 2022101010492 | 10/11/2022 | 10/11/2022 | 144.91 | 501820007 | 104163270 - Utilities |
| Blanding City | 123044 | 2022101010492 | 10/11/2022 | 10/11/2022 | 138.57 | 500790001 Blanding Ambulance Garage | 264350270 - Utilities |
| Blanding City | 123044 | BC20220925075 | 10/11/2022 | 10/11/2022 | 732.20 | 553343140 - San Juan Public Health | 255007.270 - Indirect Admin Utilities |
| | | | | | \$1,781.40 | | |
| | | | | | \$2,594.50 | | |
| Blomquist Hale Consulting Group I | 123045 | OCT23162 | 10/11/2022 | 10/11/2022 | 784.80 | Employee Assistance Coverage | 104965140 - Other Employee Benefi |
| | | | | | \$784.80 | | |
| Blue Mountain Foods | 122974 | 117585 | 10/04/2022 | 10/04/2022 | 418.86 | SJC Jail | 104230480 - Kitchen Food |
| Blue Mountain Foods | 123046 | 117620 | 10/11/2022 | 10/11/2022 | 99.85 | SJC Road Dept | 214414240 - Office Expense |
| | | | | | \$518.71 | | |

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 09/30/2022 to 10/14/2022**

| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> |
|-----------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|-------------------------------|------------------------------------|
| Blue Mountain Meats Inc. | 122975 | 421215 | 10/04/2022 | 10/04/2022 | 70.66 | SJC Aging | 104678329 - Meals - Bluff |
| Blue Mountain Meats Inc. | 122975 | 422260 | 10/04/2022 | 10/04/2022 | 17.76 | SJC Aging | 104677329 - Meals - Bluff |
| | | | | | <u>\$88.42</u> | | |
| | | | | | \$88.42 | | |
| Calvert, R. Todd | 122976 | 20220928110527 | 10/03/2022 | 10/04/2022 | 375.00 | Fire fighting | 104220121 - Temporary Wages |
| | | | | | <u>\$375.00</u> | | |
| | | | | | \$375.00 | | |
| Certified Laboratories | 123047 | 7951605 | 10/11/2022 | 10/11/2022 | 665.85 | SJC Road Dept. | 214412250 - Equipment Operation |
| | | | | | <u>\$665.85</u> | | |
| | | | | | \$665.85 | | |
| Child Support Services | 122977 | 2022093013340 | 10/03/2022 | 10/04/2022 | 485.54 | Scott Burgess C000926263 | 102229000 - Other Deductions Paya |
| Child Support Services | 122977 | 2022093013340 | 10/03/2022 | 10/04/2022 | 526.16 | Ryan Norman C001361546 | 102229000 - Other Deductions Paya |
| Child Support Services | 122977 | 2022093013340 | 10/03/2022 | 10/04/2022 | 523.26 | Corey Workman C001392403 | 102229000 - Other Deductions Paya |
| | | | | | <u>\$1,534.96</u> | | |
| | | | | | \$1,534.96 | | |
| Cintas Corporation #108 | 123048 | 4132325155 | 10/11/2022 | 10/11/2022 | 35.48 | SJC Road Dept | 102229000 - Other Deductions Paya |
| Cintas Corporation #108 | 123048 | 4132325155 | 10/11/2022 | 10/11/2022 | 39.40 | SJC Road Dept | 214414260 - Buildings and Grounds |
| Cintas Corporation #108 | 123048 | 4133026648 | 10/11/2022 | 10/11/2022 | 36.62 | SJC Road Dept | 102229000 - Other Deductions Paya |
| Cintas Corporation #108 | 123048 | 4133026648 | 10/11/2022 | 10/11/2022 | 39.40 | SJC Road Dept | 214414260 - Buildings and Grounds |
| | | | | | <u>\$150.90</u> | | |
| | | | | | \$150.90 | | |
| Civil Air Patrol Magazine | 122978 | TRH5002648 | 10/04/2022 | 10/04/2022 | 105.00 | SJC Sheriff's Office | 104210210 - Subscriptions and Me |
| | | | | | <u>\$105.00</u> | | |
| | | | | | \$105.00 | | |
| Clark, Sharmayne | 123049 | 2022100716221 | 10/11/2022 | 10/11/2022 | 560.00 | Alternatives | 104679615 - Contracts |
| | | | | | <u>\$560.00</u> | | |
| | | | | | \$560.00 | | |
| Codale Electric Supply Inc. | 122979 | S7560944.001 | 10/04/2022 | 10/04/2022 | 130.73 | SJC Road | 214414260 - Buildings and Grounds |
| Codale Electric Supply Inc. | 122979 | S7819805.001 | 10/04/2022 | 10/04/2022 | 351.00 | SJC Admin Building | 104161260 - Buildings and Grounds |
| Codale Electric Supply Inc. | 122979 | S7821264.001 | 10/04/2022 | 10/04/2022 | 227.97 | SJC Fair | 104620260 - Buildings and Grounds |
| | | | | | <u>\$709.70</u> | | |
| | | | | | \$709.70 | | |
| Collins, Catherine | 123050 | 2022100716220 | 10/11/2022 | 10/11/2022 | 560.00 | Alternatives | 104679615 - Contracts |
| | | | | | <u>\$560.00</u> | | |
| | | | | | \$560.00 | | |
| Comfort at Home Care LLC | 123051 | 301 | 10/11/2022 | 10/11/2022 | 2,081.44 | SJC Aging | 104684615 - Contracts |
| | | | | | <u>\$2,081.44</u> | | |
| | | | | | \$2,081.44 | | |
| Creswell, Lyn | 123052 | 2022101010521 | 10/11/2022 | 10/11/2022 | 7,102.53 | Living Rivers/Old Town appeal | 104126617 - Administrative Law Jud |
| | | | | | <u>\$7,102.53</u> | | |
| | | | | | \$7,102.53 | | |
| Data Center | 123032 | 58394 | 10/06/2022 | 10/06/2022 | 2,643.00 | SJC Treasurer's Tax Notices | 104143241 - Postage |
| | | | | | <u>\$2,643.00</u> | | |
| | | | | | \$2,643.00 | | |

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| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> |
|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|--------------------|---------------------------------|------------------------------------|
| Dee, Elsie | 123039 | 2022100615003 | 10/06/2022 | 10/06/2022 | 2,300.00 | Election Liaison | 104173620 - Miscellaneous Service |
| | | | | | \$2,300.00 | | |
| Delta Rigging & Tools Inc. | 123053 | GRA_PSI000994 | 10/11/2022 | 10/11/2022 | 754.60 | SJC Road | 214412250 - Equipment Operation |
| | | | | | \$754.60 | | |
| Dept. of Environmental Quality | 123054 | 2370000253 | 10/11/2022 | 10/11/2022 | 230.00 | San Juan County Weed Dept | 104256620 - Miscellaneous Service |
| | | | | | \$230.00 | | |
| Dept. of Natural Resources | 123055 | 231F000055 | 10/11/2022 | 10/11/2022 | 50,066.67 | County Fire Warden Billing | 104220615 - Contracts |
| | | | | | \$50,066.67 | | |
| Dominion Energy | 123056 | 2022100716224 | 10/11/2022 | 10/11/2022 | 7.16 | 4922180000 835 E Central Office | 104255270 - Utilities |
| Dominion Energy | 123056 | 2022100716225 | 10/11/2022 | 10/11/2022 | 22.24 | 6063860000 Central Rd | 104255270 - Utilities |
| Dominion Energy | 123056 | 2022101010492 | 10/11/2022 | 10/11/2022 | 12.49 | 3153860000 264 S 100 E | 104165270 - Utilities |
| Dominion Energy | 123056 | 2022101010492 | 10/11/2022 | 10/11/2022 | 842.35 | 6353860000 297 S Main | 104166270 - Utilities |
| Dominion Energy | 123056 | 2022101010492 | 10/11/2022 | 10/11/2022 | 7.16 | 0922180000 835 E Central Fair | 104620270 - Utilities |
| Dominion Energy | 123056 | 2022101010492 | 10/11/2022 | 10/11/2022 | 7.16 | 2922180000 835 E Central Book | 104161270 - Utilities |
| Dominion Energy | 123056 | 2022101010492 | 10/11/2022 | 10/11/2022 | 19.35 | 6843860000 | 104161270 - Utilities |
| | | | | | \$917.91 | | |
| | | | | | \$917.91 | | |
| Earthgrains Baking Company | 122980 | 8527229000071 | 10/04/2022 | 10/04/2022 | 59.20 | SJC Jail | 104230480 - Kitchen Food |
| Earthgrains Baking Company | 122980 | 8527229000075 | 10/04/2022 | 10/04/2022 | 59.20 | SJC Jail | 104230480 - Kitchen Food |
| | | | | | \$118.40 | | |
| | | | | | \$118.40 | | |
| Edwards, Sydney | 122981 | 20220928110511 | 10/03/2022 | 10/04/2022 | 112.50 | Fire Fighting | 104220121 - Temporary Wages |
| | | | | | \$112.50 | | |
| EFTPS - IRS | EFT | PR100222-575 | 10/07/2022 | 10/07/2022 | 7,864.80 | Medicare Tax | 102221000 - FICA Payable |
| EFTPS - IRS | EFT | PR100222-575 | 10/07/2022 | 10/07/2022 | 15,923.69 | Federal Income Tax | 102222000 - Federal Tax W/H Paya |
| EFTPS - IRS | EFT | PR100222-575 | 10/07/2022 | 10/07/2022 | 33,628.62 | Social Security Tax | 102221000 - FICA Payable |
| | | | | | \$57,417.11 | | |
| | | | | | \$57,417.11 | | |
| Emery Telcom | 122982 | 2022093013434 | 10/04/2022 | 10/04/2022 | 79.95 | 3609200 - SJC Communications | 574424270 - Utilities |
| Emery Telcom | 122982 | 2022093013434 | 10/04/2022 | 10/04/2022 | 100.79 | 3609200 - SJC Communications | 104151280 - Telephone |
| Emery Telcom | 122982 | 2022093013434 | 10/04/2022 | 10/04/2022 | 104.95 | 3609200 - SJC Communications | 104230280 - Telephone |
| Emery Telcom | 122982 | 2022093013434 | 10/04/2022 | 10/04/2022 | 104.95 | 3609200 - SJC Communications | 255007.280 - Indirect Admin Teleph |
| Emery Telcom | 122982 | 2022093013434 | 10/04/2022 | 10/04/2022 | 209.90 | 3609200 - SJC Communications | 104672270 - Utilities |
| Emery Telcom | 122982 | 2022093013434 | 10/04/2022 | 10/04/2022 | 269.90 | 3609200 - SJC Communications | 214414280 - Telephone |
| Emery Telcom | 122982 | 2022093013434 | 10/04/2022 | 10/04/2022 | 359.85 | 3609200 - SJC Communications | 104151620 - Miscellaneous Service |
| | | | | | \$1,230.29 | | |
| Emery Telcom | 123057 | 2022101010503 | 10/11/2022 | 10/11/2022 | 84.95 | 3609200 - SJC Communications | 104574270 - Utilities |
| | | | | | \$1,315.24 | | |

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| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> |
|-----------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|------------------------------|-----------------------------------|
| Empire Electric Assoc. Inc. | 122983 | 2022092916583 | 10/03/2022 | 10/04/2022 | 63.88 | 9579025 - 881 E Center St | 214414270 - Utilities |
| Empire Electric Assoc. Inc. | 122983 | 2022093013435 | 10/04/2022 | 10/04/2022 | 5,174.48 | 9579024 - 297 S Main | 104166270 - Utilities |
| | | | | | <u>\$5,238.36</u> | | |
| Empire Electric Assoc. Inc. | 123058 | 2022101010522 | 10/11/2022 | 10/11/2022 | 107.82 | 9579019 - Fairgrounds Conces | 104620270 - Utilities |
| Empire Electric Assoc. Inc. | 123058 | 2022101010523 | 10/11/2022 | 10/11/2022 | 95.44 | 9579027 - 96 W 100 S | 264350270 - Utilities |
| Empire Electric Assoc. Inc. | 123058 | 2022101010525 | 10/11/2022 | 10/11/2022 | 1,077.07 | 9579028 Abajo Peak | 104574270 - Utilities |
| Empire Electric Assoc. Inc. | 123058 | 2022101010525 | 10/11/2022 | 10/11/2022 | 181.19 | 9579029 - 264 S 100 E | 104165270 - Utilities |
| Empire Electric Assoc. Inc. | 123058 | 2022101010530 | 10/11/2022 | 10/11/2022 | 44.13 | 9579032 - 81 E Pinion St | 104225270 - Utilities |
| Empire Electric Assoc. Inc. | 123058 | 2022101010530 | 10/11/2022 | 10/11/2022 | 701.90 | 9579003 - 80 N Main St | 724167270 - Utilities |
| Empire Electric Assoc. Inc. | 123058 | 2022101010531 | 10/11/2022 | 10/11/2022 | 1,196.01 | 9579004 - 117 S Main | 104161270 - Utilities |
| | | | | | <u>\$3,403.56</u> | | |
| | | | | | \$8,641.92 | | |
| Fastenal Company | 123059 | COBAY72689 | 10/11/2022 | 10/11/2022 | 257.01 | SJC Road | 214412250 - Equipment Operation |
| Fastenal Company | 123059 | COBAY72690 | 10/11/2022 | 10/11/2022 | 30.36 | SJC Road | 214412251 - Gas, Oil and Grease |
| Fastenal Company | 123059 | COBAY72690 | 10/11/2022 | 10/11/2022 | 134.16 | SJC Road | 214412250 - Equipment Operation |
| | | | | | <u>\$421.53</u> | | |
| | | | | | \$421.53 | | |
| Felsted, Dustin | 122984 | 20220928110503 | 10/03/2022 | 10/04/2022 | 162.50 | Fire fighting | 104220121 - Temporary Wages |
| | | | | | <u>\$162.50</u> | | |
| | | | | | \$162.50 | | |
| Four Corners Welding & Gas | 123060 | CC375072 | 10/11/2022 | 10/11/2022 | 84.84 | SJC EMS | 264350610 - Miscellaneous Supplie |
| Four Corners Welding & Gas | 123060 | GR00170650 | 10/11/2022 | 10/11/2022 | 37.00 | SJC Landfill | 574424610 - Miscellaneous Supplie |
| Four Corners Welding & Gas | 123060 | GR00170651 | 10/11/2022 | 10/11/2022 | 135.00 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | <u>\$256.84</u> | | |
| | | | | | \$256.84 | | |
| Four States Tire & Service | 123061 | 365304 | 10/11/2022 | 10/11/2022 | 24.00 | SJC Road | 214412250 - Equipment Operation |
| Four States Tire & Service | 123061 | 365490 | 10/11/2022 | 10/11/2022 | 2,038.49 | SJC Road | 214412250 - Equipment Operation |
| Four States Tire & Service | 123061 | 365491 | 10/11/2022 | 10/11/2022 | -2,038.49 | SJC Road | 214412250 - Equipment Operation |
| Four States Tire & Service | 123061 | 366282 | 10/11/2022 | 10/11/2022 | 941.32 | SJC Road | 214412250 - Equipment Operation |
| Four States Tire & Service | 123061 | 366283 | 10/11/2022 | 10/11/2022 | 459.00 | SJC Road | 214412250 - Equipment Operation |
| | | | | | <u>\$1,424.32</u> | | |
| | | | | | \$1,424.32 | | |
| Freestone, Natalie | 123062 | 2022100716203 | 10/11/2022 | 10/11/2022 | 386.00 | Travel Reimbursement | 104255230 - Travel Expense |
| | | | | | <u>\$386.00</u> | | |
| | | | | | \$386.00 | | |
| Frontier | 123063 | 2022100716235 | 10/11/2022 | 10/11/2022 | 173.46 | 435-587-2797-030304-8 | 104225280 - Telephone |
| | | | | | <u>\$173.46</u> | | |
| | | | | | \$173.46 | | |
| GBS Benefits Inc | 122985 | 401842 | 10/04/2022 | 10/04/2022 | 3,000.00 | Consulting | 104965620 - Miscellaneous Service |
| | | | | | <u>\$3,000.00</u> | | |
| | | | | | \$3,000.00 | | |
| Green, Jim | 122986 | 20220928110541 | 10/03/2022 | 10/04/2022 | 237.50 | Fire Fighting | 104220121 - Temporary Wages |
| | | | | | <u>\$237.50</u> | | |
| | | | | | \$237.50 | | |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|----------------------------|------------------|----------------|---------------------|--------------|-------------------|----------------------------------|-------------------------------------|
| Hazleton, Lyon W. II | 122987 | 2022093013340 | 10/03/2022 | 10/04/2022 | 60.00 | Travel Reimbursement | 104122230 - Travel Expense |
| Hazleton, Lyon W. II | 123064 | 2022101010515 | 10/11/2022 | 10/11/2022 | 56.51 | Purchase Reimbursement | 104122240 - Office Expense |
| | | | | | \$116.51 | | |
| Holiday, Carl | 123040 | 2022100615010 | 10/06/2022 | 10/06/2022 | 3,200.00 | Election Liasion | 104173620 - Miscellaneous Service |
| | | | | | \$3,200.00 | | |
| Honnen Equipment Co. | 123065 | 1413786 | 10/11/2022 | 10/11/2022 | 16.12 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$16.12 | | |
| ImageNet Consulting LLC | 122988 | INV326675 | 10/04/2022 | 10/04/2022 | 186.41 | SJC Sheriff | 104230310 - Professional and Tech |
| ImageNet Consulting LLC | 123066 | INV328113 | 10/11/2022 | 10/11/2022 | 210.00 | SJC Road Dept | 255007.310 - Indirect Admin Profess |
| | | | | | \$396.41 | | |
| IML Security Supply | 122989 | 3376171 | 10/04/2022 | 10/04/2022 | 180.07 | SJC Admin Building | 104161260 - Buildings and Grounds |
| | | | | | \$180.07 | | |
| Inn at the Canyons | 122990 | INV47644 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47645 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47646 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47647 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47648 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47649 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47650 | 10/04/2022 | 10/04/2022 | 200.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47651 | 10/04/2022 | 10/04/2022 | 200.00 | SJC Fair | 104620230 - Travel Expense |
| Inn at the Canyons | 122990 | INV47652 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Fair | 104620230 - Travel Expense |
| | | | | | \$1,520.00 | | |
| | | | | | \$1,520.00 | | |
| Intermountain Health Care | 122991 | 2022093013340 | 10/04/2022 | 10/04/2022 | 32.33 | 153-13768988 Jacob Satterthwaite | 104230312 - Medical Expenses |
| | | | | | \$32.33 | | |
| Ivins, Aspyn | 122992 | 2022093013340 | 10/04/2022 | 10/04/2022 | 500.00 | Queen Prize | 104625240 - Office Expense |
| | | | | | \$500.00 | | |
| Jacco Distributing Company | 123067 | 12564 | 10/11/2022 | 10/11/2022 | 152.80 | SJC Road Dept | 214412250 - Equipment Operation |
| Jacco Distributing Company | 123067 | 12567 | 10/11/2022 | 10/11/2022 | 36.00 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$188.80 | | |
| | | | | | \$188.80 | | |
| Jackson Group Peterbilt | 123068 | 217809 | 10/11/2022 | 10/11/2022 | 273.88 | SJC Road Dept | 214412250 - Equipment Operation |
| Jackson Group Peterbilt | 123068 | 218215 | 10/11/2022 | 10/11/2022 | 156.98 | SJC Road Dept | 214412250 - Equipment Operation |
| Jackson Group Peterbilt | 123068 | 218329 | 10/11/2022 | 10/11/2022 | 380.36 | SJC Road Dept | 214412250 - Equipment Operation |
| Jackson Group Peterbilt | 123068 | 218487 | 10/11/2022 | 10/11/2022 | 259.73 | SJC Road Dept | 214412250 - Equipment Operation |
| Jackson Group Peterbilt | 123068 | 218549 | 10/11/2022 | 10/11/2022 | 174.60 | SJC Road Dept | 214412250 - Equipment Operation |
| Jackson Group Peterbilt | 123068 | 218772 | 10/11/2022 | 10/11/2022 | 106.46 | SJC Road Dept | 214412250 - Equipment Operation |

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|------------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|---------------------------|-------------------------------------|
| Jackson Group Peterbilt | 123068 | 219193 | 10/11/2022 | 10/11/2022 | 35.52 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$1,387.53 | | |
| | | | | | \$1,387.53 | | |
| JB Restoration & Fabrication | 122993 | 3983 | 10/04/2022 | 10/04/2022 | 160.00 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$160.00 | | |
| Kelly, W. Randy | 123069 | 2022101010512 | 10/11/2022 | 10/11/2022 | 2,527.29 | Hearing Officer | 104142310 - Professional and Tech |
| | | | | | \$2,527.29 | | |
| Kenworth Sales Company | 122994 | 005P1714 | 10/04/2022 | 10/04/2022 | 1,186.41 | SJC Road | 214412250 - Equipment Operation |
| Kenworth Sales Company | 123070 | 005P1410 | 10/11/2022 | 10/11/2022 | 724.36 | SJC Road | 214412250 - Equipment Operation |
| | | | | | \$1,910.77 | | |
| Kunz PC | 122995 | 3 | 10/04/2022 | 10/04/2022 | 4,202.50 | SJC Attorney | 104156310 - Professional and Tech |
| | | | | | \$4,202.50 | | |
| Landmark Design | 123071 | 6 | 10/11/2022 | 10/11/2022 | 6,357.00 | SJC EC DEV | 104193615 - Contracts |
| | | | | | \$6,357.00 | | |
| Lansing, Loleta | 123072 | 2022100716222 | 10/11/2022 | 10/11/2022 | 560.00 | Alternatives | 104679615 - Contracts |
| | | | | | \$560.00 | | |
| Life-Assist Inc. | 123073 | 1253794 | 10/11/2022 | 10/11/2022 | 139.84 | SJC Emergency Svc. | 264350610 - Miscellaneous Supplie |
| Life-Assist Inc. | 123073 | 1254507 | 10/11/2022 | 10/11/2022 | 1,015.75 | SJC Emergency Svc. | 264350610 - Miscellaneous Supplie |
| | | | | | \$1,155.59 | | |
| | | | | | \$1,155.59 | | |
| Lincoln National Life Insurance Co | 122996 | 4461653007 | 10/04/2022 | 10/04/2022 | 1,777.52 | Life Insurance Benefits | 102236000 - Lincoln Financial |
| Lincoln National Life Insurance Co | 122996 | 4461653007 | 10/04/2022 | 10/04/2022 | 4,804.28 | Life Insurance Benefits | 104965135 - Life Insurance Premiu |
| | | | | | \$6,581.80 | | |
| | | | | | \$6,581.80 | | |
| Lumen | 122997 | 5107XQC1S3-20 | 10/04/2022 | 10/04/2022 | 1,282.18 | 5107XQC1S3 | 104232310 - Professional and Tech |
| | | | | | \$1,282.18 | | |
| Main Street Drug and Boutique | 122998 | 2074 | 10/04/2022 | 10/04/2022 | 26.46 | SJC Jail | 104230312 - Medical Expenses |
| Main Street Drug and Boutique | 122998 | 2454 | 10/04/2022 | 10/04/2022 | 28.49 | SJC Jail | 104230312 - Medical Expenses |
| | | | | | \$54.95 | | |
| | | | | | \$54.95 | | |
| McNeely, Jerry | 123033 | RI1001221 | 10/01/2022 | 10/06/2022 | 1,200.00 | | 104112310 - Professional and Techn |
| | | | | | \$1,200.00 | | |
| Mexican Hat Special Serv Dist. | 123034 | RI1001222 | 10/01/2022 | 10/06/2022 | 500.00 | Monthly USDA Loan Payment | 104850915 - Transfers to Other Unit |
| | | | | | \$500.00 | | |

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|-----------------------|------------------|----------------|---------------------|--------------|--------------------|--------------------|-----------------------------------|
| Moab Heat-N-Cool | 123074 | V22347 | 10/11/2022 | 10/11/2022 | 5,046.23 | SJC ADMIN | 104161725 - Building Improvements |
| Moab Heat-N-Cool | 123074 | V22362 | 10/11/2022 | 10/11/2022 | 9,866.82 | SJC ADMIN | 104161725 - Building Improvements |
| | | | | | <u>\$14,913.05</u> | | |
| | | | | | \$14,913.05 | | |
| Monticello City | 122999 | 2022093014363 | 10/03/2022 | 10/04/2022 | 100.00 | Hideout Utilities | 104672270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 56.92 | SJC All Accounts | 104225270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 56.92 | SJC All Accounts | 104225270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 70.00 | SJC All Accounts | 104620270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 76.92 | SJC All Accounts | 104165270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 178.00 | SJC All Accounts | 724167270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 236.16 | SJC All Accounts | 104161270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 318.32 | SJC All Accounts | 214414270 - Utilities |
| Monticello City | 122999 | MC20220930 | 10/03/2022 | 10/04/2022 | 2,415.22 | SJC All Accounts | 104166270 - Utilities |
| | | | | | <u>\$3,508.46</u> | | |
| | | | | | \$3,508.46 | | |
| Monticello Mercantile | 123000 | C242577 | 10/04/2022 | 10/04/2022 | 8.99 | SJC Recorder | 104144240 - Office Expense |
| Monticello Mercantile | 123000 | C256552 | 10/04/2022 | 10/04/2022 | 12.99 | SJC Recorder | 104144240 - Office Expense |
| Monticello Mercantile | 123000 | C259964 | 10/04/2022 | 10/04/2022 | 18.99 | SJC Recorder | 104144240 - Office Expense |
| Monticello Mercantile | 123000 | C260800 | 10/04/2022 | 10/04/2022 | 3.99 | SJC Public Safety | 104166260 - Buildings and Grounds |
| Monticello Mercantile | 123000 | C260820 | 10/04/2022 | 10/04/2022 | 11.28 | SJC Public Safety | 104166260 - Buildings and Grounds |
| Monticello Mercantile | 123000 | C260908 | 10/04/2022 | 10/04/2022 | 11.99 | SJC Sheriff | 104230610 - Miscellaneous Supplie |
| Monticello Mercantile | 123000 | E26407 | 10/04/2022 | 10/04/2022 | 1.99 | SJC Public Safety | 104166260 - Buildings and Grounds |
| | | | | | <u>\$70.22</u> | | |
| Monticello Mercantile | 123075 | C261290 | 10/11/2022 | 10/11/2022 | 51.97 | SJC Admin Building | 104161740 - Equipment Purchases |
| Monticello Mercantile | 123075 | C261364 | 10/11/2022 | 10/11/2022 | 9.58 | SJC Public Safety | 104166260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | C261371 | 10/11/2022 | 10/11/2022 | 30.59 | SJC Fire | 104225260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | C261460 | 10/11/2022 | 10/11/2022 | 73.97 | SJC Admin Building | 104161740 - Equipment Purchases |
| Monticello Mercantile | 123075 | C261955 | 10/11/2022 | 10/11/2022 | 14.58 | SJC Public Safety | 104166260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | C261970 | 10/11/2022 | 10/11/2022 | 12.99 | SJC Admin Building | 104161260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | C262099 | 10/11/2022 | 10/11/2022 | 15.49 | SJC Public Safety | 104166260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | C262200 | 10/11/2022 | 10/11/2022 | 9.58 | SJC Admin Building | 104161260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | E26486 | 10/11/2022 | 10/11/2022 | 8.99 | SJC Fire | 104225260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | E26488 | 10/11/2022 | 10/11/2022 | 40.00 | SJC Admin Building | 104161260 - Buildings and Grounds |
| Monticello Mercantile | 123075 | E26550 | 10/11/2022 | 10/11/2022 | 20.97 | SJC Admin Building | 104161260 - Buildings and Grounds |
| | | | | | <u>\$288.71</u> | | |
| | | | | | \$358.93 | | |
| Morgan, Happy | 123035 | RI1001223 | 10/01/2022 | 10/06/2022 | 10,500.00 | | 104126310 - Professional and Tech |
| | | | | | <u>\$10,500.00</u> | | |
| Morris, Rose | 123076 | 2022100716223 | 10/11/2022 | 10/11/2022 | 560.00 | Alternatives | 104679615 - Contracts |
| | | | | | <u>\$560.00</u> | | |
| Motor Parts | 123077 | 820490 | 10/11/2022 | 10/11/2022 | 9.99 | SJC Road Dept | 214412250 - Equipment Operation |

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| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---------------------------|------------------|----------------|---------------------|--------------|-------------------|----------------------------|-----------------------------------|
| Motor Parts | 123077 | 820533 | 10/11/2022 | 10/11/2022 | 125.56 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 820669 | 10/11/2022 | 10/11/2022 | 251.56 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 820927 | 10/11/2022 | 10/11/2022 | 2.40 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 820961 | 10/11/2022 | 10/11/2022 | 52.09 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 820964 | 10/11/2022 | 10/11/2022 | 300.64 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 821022 | 10/11/2022 | 10/11/2022 | 40.88 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 821383 | 10/11/2022 | 10/11/2022 | 8.47 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 821399 | 10/11/2022 | 10/11/2022 | 122.51 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 821605 | 10/11/2022 | 10/11/2022 | 69.66 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 821688 | 10/11/2022 | 10/11/2022 | 4.11 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 821892 | 10/11/2022 | 10/11/2022 | 247.35 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 821960 | 10/11/2022 | 10/11/2022 | 32.07 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 822100 | 10/11/2022 | 10/11/2022 | 81.80 | SJC Road Dept | 214412250 - Equipment Operation |
| Motor Parts | 123077 | 822131 | 10/11/2022 | 10/11/2022 | -25.00 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | <u>\$1,324.09</u> | | |
| | | | | | \$1,324.09 | | |
| Motor Parts of Monticello | 123078 | 540362 | 10/11/2022 | 10/11/2022 | 127.15 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540373 | 10/11/2022 | 10/11/2022 | 36.36 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540383 | 10/11/2022 | 10/11/2022 | 1.90 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540597 | 10/11/2022 | 10/11/2022 | 66.51 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540610 | 10/11/2022 | 10/11/2022 | 38.79 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540715 | 10/11/2022 | 10/11/2022 | 2.66 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540724 | 10/11/2022 | 10/11/2022 | 6.43 | SJC Weed Dept | 104256250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540727 | 10/11/2022 | 10/11/2022 | 2.99 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540742 | 10/11/2022 | 10/11/2022 | 2.06 | SJC Weed Dept | 104256250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540780 | 10/11/2022 | 10/11/2022 | 12.70 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540804 | 10/11/2022 | 10/11/2022 | 7.64 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540818 | 10/11/2022 | 10/11/2022 | 9.68 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540832 | 10/11/2022 | 10/11/2022 | 147.97 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 540833 | 10/11/2022 | 10/11/2022 | -18.00 | SJC Road | 214412250 - Equipment Operation |
| Motor Parts of Monticello | 123078 | 541373 | 10/11/2022 | 10/11/2022 | 22.86 | SJC Admin Building | 104161480 - Special Department Su |
| | | | | | <u>\$467.70</u> | | |
| | | | | | \$467.70 | | |
| Motorola Solutions | 123001 | 8230384059 | 10/04/2022 | 10/04/2022 | 1,505.52 | SJC Sheriff | 104230242 - Software Maintenance |
| | | | | | <u>\$1,505.52</u> | | |
| Mountainland Supply Co | 123002 | S104673412.001 | 05/16/2022 | 10/04/2022 | -56.72 | SJC Public Safety Building | 104166260 - Buildings and Grounds |
| Mountainland Supply Co | 123002 | S104769802.001 | 08/04/2022 | 10/04/2022 | -137.06 | SJC Road Dept | 214414410 - Road Supplies |
| Mountainland Supply Co | 123002 | S104896539.001 | 09/06/2022 | 10/04/2022 | 109.74 | SJC Public Safety Building | 104166260 - Buildings and Grounds |
| Mountainland Supply Co | 123002 | S104944243.001 | 10/04/2022 | 10/04/2022 | 78.49 | SJC Public Safety Building | 104166260 - Buildings and Grounds |
| Mountainland Supply Co | 123002 | S104944584.001 | 10/04/2022 | 10/04/2022 | 138.65 | SJC Public Safety Building | 104166260 - Buildings and Grounds |
| | | | | | <u>\$133.10</u> | | |
| | | | | | \$133.10 | | |
| MSFS of Utah | 123003 | 20220928110558 | 10/03/2022 | 10/04/2022 | 480.00 | SJC Aging | 104682615 - Contracts |
| | | | | | <u>\$480.00</u> | | |
| | | | | | \$480.00 | | |

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|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|---------------------|-----------------------------------|
| Navajo Tribal UtilityAuthority | 123079 | 33001462027 | 10/11/2022 | 10/11/2022 | 211.25 | 60271007 - SJC Fire | 104225270 - Utilities |
| | | | | | \$211.25 | | |
| New Technology Solutions | 123004 | 4640 | 10/04/2022 | 10/04/2022 | 100.00 | SJC Aging | 104672310 - Professional and Tech |
| New Technology Solutions | 123004 | 4641 | 10/04/2022 | 10/04/2022 | 40.00 | SJC Ambulance | 264350310 - Professional and Tech |
| New Technology Solutions | 123004 | 4642 | 10/04/2022 | 10/04/2022 | 32.50 | SJC Buildings | 104161310 - Professional and Tech |
| New Technology Solutions | 123004 | 4642 | 10/04/2022 | 10/04/2022 | 32.50 | SJC Buildings | 104163310 - Professional and Tech |
| New Technology Solutions | 123004 | 4642 | 10/04/2022 | 10/04/2022 | 32.50 | SJC Buildings | 104165310 - Professional and Tech |
| New Technology Solutions | 123004 | 4642 | 10/04/2022 | 10/04/2022 | 32.50 | SJC Buildings | 104166310 - Professional and Tech |
| New Technology Solutions | 123004 | 4643 | 10/04/2022 | 10/04/2022 | 23.75 | SJC Libraries | 724167310 - Professional and Tech |
| New Technology Solutions | 123004 | 4643 | 10/04/2022 | 10/04/2022 | 23.75 | SJC Libraries | 724168310 - Professional and Tech |
| New Technology Solutions | 123004 | 4643 | 10/04/2022 | 10/04/2022 | 47.50 | SJC Libraries | 724169310 - Professional and Tech |
| New Technology Solutions | 123004 | 4644 | 10/04/2022 | 10/04/2022 | 100.00 | SJC Fire | 104225310 - Professional and Tech |
| | | | | | \$465.00 | | |
| | | | | | \$465.00 | | |
| Nicholas & Company | 123005 | 8096423 | 10/04/2022 | 10/04/2022 | 273.68 | SJC Sheriff | 104230480 - Kitchen Food |
| Nicholas & Company | 123005 | 8099980 | 10/04/2022 | 10/04/2022 | 1,823.87 | SJC Sheriff | 104230480 - Kitchen Food |
| Nicholas & Company | 123005 | 8099985 | 10/04/2022 | 10/04/2022 | 429.79 | SJC Aging | 104677323 - Meals - Monticello |
| Nicholas & Company | 123005 | 8099985 | 10/04/2022 | 10/04/2022 | 429.79 | SJC Aging | 104678323 - Meals - Monticello |
| Nicholas & Company | 123005 | 8099987 | 10/04/2022 | 10/04/2022 | 326.07 | SJC Aging | 104678329 - Meals - Bluff |
| Nicholas & Company | 123005 | 8099987 | 10/04/2022 | 10/04/2022 | 326.08 | SJC Aging | 104677329 - Meals - Bluff |
| Nicholas & Company | 123005 | 8104296 | 10/04/2022 | 10/04/2022 | 257.51 | SJC Sheriff | 104230480 - Kitchen Food |
| | | | | | \$3,866.79 | | |
| Nicholas & Company | 123080 | 8107814 | 10/11/2022 | 10/11/2022 | 527.96 | SJC Aging | 104678323 - Meals - Monticello |
| Nicholas & Company | 123080 | 8107814 | 10/11/2022 | 10/11/2022 | 527.97 | SJC Aging | 104677323 - Meals - Monticello |
| Nicholas & Company | 123080 | 8107816 | 10/11/2022 | 10/11/2022 | 197.57 | SJC Aging | 104677325 - Meals - Blanding |
| Nicholas & Company | 123080 | 8112116 | 10/11/2022 | 10/11/2022 | 648.71 | SJC Aging | 104678328 - Meals - La Sal |
| Nicholas & Company | 123080 | 8112116 | 10/11/2022 | 10/11/2022 | 648.72 | SJC Aging | 104677328 - Meals - La Sal |
| Nicholas & Company | 123080 | 8112122 | 10/11/2022 | 10/11/2022 | 412.30 | SJC Aging | 104677325 - Meals - Blanding |
| Nicholas & Company | 123080 | 8112122 | 10/11/2022 | 10/11/2022 | 412.30 | SJC Aging | 104678325 - Meals - Blanding |
| Nicholas & Company | 123080 | 8112123 | 10/11/2022 | 10/11/2022 | 206.72 | SJC Aging | 104678329 - Meals - Bluff |
| Nicholas & Company | 123080 | 8112123 | 10/11/2022 | 10/11/2022 | 206.73 | SJC Aging | 104677329 - Meals - Bluff |
| | | | | | \$3,788.98 | | |
| | | | | | \$7,655.77 | | |
| ODP Business Solutions LLC | 123006 | 259766768001 | 10/04/2022 | 10/04/2022 | 196.56 | SJC Recorder | 104144240 - Office Expense |
| ODP Business Solutions LLC | 123006 | 260531317001 | 10/04/2022 | 10/04/2022 | 26.03 | SJC Recorder | 104144240 - Office Expense |
| ODP Business Solutions LLC | 123006 | 265250868001 | 10/04/2022 | 10/04/2022 | 12.88 | SJC Justice Court | 104122240 - Office Expense |
| ODP Business Solutions LLC | 123006 | 265250869001 | 10/04/2022 | 10/04/2022 | 25.84 | SJC Justice Court | 104122240 - Office Expense |
| ODP Business Solutions LLC | 123006 | 267462052001 | 10/04/2022 | 10/04/2022 | 16.31 | SJC Recorder | 104144240 - Office Expense |
| ODP Business Solutions LLC | 123006 | 267462811001 | 10/04/2022 | 10/04/2022 | 113.98 | SJC Recorder | 104144240 - Office Expense |
| ODP Business Solutions LLC | 123006 | 267462812001 | 10/04/2022 | 10/04/2022 | 74.01 | SJC Recorder | 104144240 - Office Expense |
| | | | | | \$465.61 | | |
| ODP Business Solutions LLC | 123081 | 263007920001 | 10/11/2022 | 10/11/2022 | 48.29 | SJC Attorney | 104145250 - Equipment Operation |
| ODP Business Solutions LLC | 123081 | 263026027001 | 10/11/2022 | 10/11/2022 | 25.49 | SJC Attorney | 104145240 - Office Expense |

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|----------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|-----------------------------------|-----------------------------------|
| ODP Business Solutions LLC | 123081 | 263026027001 | 10/11/2022 | 10/11/2022 | 242.12 | SJC Attorney | 104145250 - Equipment Operation |
| ODP Business Solutions LLC | 123081 | 265530226001 | 10/11/2022 | 10/11/2022 | 98.28 | 290885 SJC Recorder | 104144240 - Office Expense |
| | | | | | \$414.18 | | |
| | | | | | \$879.79 | | |
| Oliver & Sitterud | 123007 | 20221001 | 10/04/2022 | 10/04/2022 | 3,300.00 | Public Defender | 104126615 - Contracts |
| | | | | | \$3,300.00 | | |
| Packard Wholesale Co. | 123008 | INV194085 | 10/04/2022 | 10/04/2022 | 371.71 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| Packard Wholesale Co. | 123008 | INV194129 | 10/04/2022 | 10/04/2022 | 145.66 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| Packard Wholesale Co. | 123008 | INV194137 | 10/04/2022 | 10/04/2022 | 43.09 | SJC Sheriff's Office | 104230480 - Kitchen Food |
| Packard Wholesale Co. | 123008 | INV194584 | 10/04/2022 | 10/04/2022 | 480.75 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| Packard Wholesale Co. | 123008 | INV194633 | 10/04/2022 | 10/04/2022 | 240.57 | SJC Sheriff's Office | 104230480 - Kitchen Food |
| Packard Wholesale Co. | 123008 | RET104584 | 10/04/2022 | 10/04/2022 | -11.76 | SJC Sheriff's Office | 104230350 - State Prisoner Expens |
| | | | | | \$1,270.02 | | |
| Packard Wholesale Co. | 123082 | INV194597 | 10/11/2022 | 10/11/2022 | 251.20 | SJC Aging | 104677323 - Meals - Monticello |
| Packard Wholesale Co. | 123082 | INV194597 | 10/11/2022 | 10/11/2022 | 251.20 | SJC Aging | 104678323 - Meals - Monticello |
| | | | | | \$502.40 | | |
| | | | | | \$1,772.42 | | |
| Palomares, Marla | 123083 | 2022101010513 | 10/11/2022 | 10/11/2022 | 30.00 | Blanding Library Purchase | 724581620 - Special Programs |
| | | | | | \$30.00 | | |
| Pepsi-Cola | 123009 | LF211117714915 | 10/04/2022 | 10/04/2022 | 7.03 | SJC Sheriff Dept | 104230480 - Kitchen Food |
| Pepsi-Cola | 123009 | LF22011873225 | 10/04/2022 | 10/04/2022 | 5.91 | SJC Sheriff Dept | 104230480 - Kitchen Food |
| | | | | | \$12.94 | | |
| | | | | | \$12.94 | | |
| Peters Scofield | 123010 | 2022093013393 | 10/04/2022 | 10/04/2022 | 3,754.03 | San Juan County Clerk | 104142310 - Professional and Tech |
| | | | | | \$3,754.03 | | |
| Petty Cash | 123011 | 2022093013395 | 10/04/2022 | 10/04/2022 | 9.74 | La Sal Library | 724581920 - Grant Expenses |
| | | | | | \$9.74 | | |
| Pitney Bowes | 123012 | 1021519851 | 10/04/2022 | 10/04/2022 | 180.00 | 0011052015 SJC Sheriff Dept | 104230241 - Postage |
| | | | | | \$180.00 | | |
| Quadient Inc | 123084 | N9605355 | 10/11/2022 | 10/11/2022 | 985.50 | Lease Payment for Postage machine | 104150241 - Postage |
| | | | | | \$985.50 | | |
| Redd's Ace Hardware | 123013 | 863806 | 10/04/2022 | 10/04/2022 | 10.58 | SJC Road | 214412250 - Equipment Operation |
| Redd's Ace Hardware | 123013 | 863955 | 10/04/2022 | 10/04/2022 | 43.97 | SJC Road | 214414260 - Buildings and Grounds |
| Redd's Ace Hardware | 123013 | 864077 | 10/04/2022 | 10/04/2022 | 58.98 | SJC Public Safety | 104166260 - Buildings and Grounds |
| Redd's Ace Hardware | 123013 | 864182 | 10/04/2022 | 10/04/2022 | 277.58 | SJC Admin Building | 104161260 - Buildings and Grounds |
| | | | | | \$391.11 | | |
| Redd's Ace Hardware | 123085 | 864093 | 10/11/2022 | 10/11/2022 | 96.28 | SJC Fire | 104220615 - Contracts |

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|-------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|-----------------------------------|-------------------------------------|
| Redd's Ace Hardware | 123085 | 864336 | 10/11/2022 | 10/11/2022 | 15.86 | SJC Public Health | 255740.241 - State LHD Eviron Post |
| Redd's Ace Hardware | 123085 | 864423 | 10/11/2022 | 10/11/2022 | 13.95 | SJC Public Health | 255560.241 - DEQ Drinking Water P |
| Redd's Ace Hardware | 123085 | 864637 | 10/11/2022 | 10/11/2022 | 39.98 | SJC Public Health | 254310260 - Buildings and Grounds |
| | | | | | <u>\$166.07</u> | | |
| | | | | | \$557.18 | | |
| Richardson, Walt | 123014 | 20220928110519 | 10/03/2022 | 10/04/2022 | 275.00 | Fire Fighting | 104220121 - Temporary Wages |
| | | | | | <u>\$275.00</u> | | |
| Rock, Christine | 123086 | 2022100716215 | 10/11/2022 | 10/11/2022 | 560.00 | Alternatives | 104679615 - Contracts |
| | | | | | <u>\$560.00</u> | | |
| Rocky Mountain Power | 123087 | 2022100615505 | 10/11/2022 | 10/11/2022 | 24.02 | 59271696-0048 SJC Road | 104225270 - Utilities |
| Rocky Mountain Power | 123087 | 2022100615505 | 10/11/2022 | 10/11/2022 | 18.64 | 59405396-0029 SJC Road | 214412250 - Equipment Operation |
| Rocky Mountain Power | 123087 | 2022100716212 | 10/11/2022 | 10/11/2022 | 261.32 | 59271696-0055 | 104672270 - Utilities |
| | | | | | <u>\$303.98</u> | | |
| | | | | | \$303.98 | | |
| Roughrock Aviation LLC | 123036 | RI1001224 | 10/01/2022 | 10/06/2022 | 6,500.00 | | 105430615 - Contracts |
| | | | | | <u>\$6,500.00</u> | | |
| Sallee, Tyler | 123015 | 20220928110448 | 10/03/2022 | 10/04/2022 | 112.50 | Fire Fighting | 104220121 - Temporary Wages |
| | | | | | <u>\$112.50</u> | | |
| San Juan Building Supply Inc. | 123016 | 2209-207163 | 10/04/2022 | 10/04/2022 | 47.04 | SJC Fire | 104225260 - Buildings and Grounds |
| | | | | | <u>\$47.04</u> | | |
| San Juan Clinic | 123017 | 8966524 | 10/04/2022 | 10/04/2022 | 73.45 | 124172 Stephen Street | 104230312 - Medical Expenses |
| San Juan Clinic | 123017 | 8970034 | 10/04/2022 | 10/04/2022 | 23.40 | 124145 Jacob Carlos Satterthwaite | 104230312 - Medical Expenses |
| | | | | | <u>\$96.85</u> | | |
| San Juan Clinic | 123088 | 8967016 | 10/11/2022 | 10/11/2022 | 72.00 | Richard Garner # 91636 | 214414620 - Miscellaneous Service |
| | | | | | <u>\$168.85</u> | | |
| San Juan Health Services | 123089 | 9082022 | 10/11/2022 | 10/11/2022 | 42.00 | SJC EMS | 264350610 - Miscellaneous Supplie |
| San Juan Health Services | 123089 | 9282022 | 10/11/2022 | 10/11/2022 | 15.00 | SJC EMS | 264350610 - Miscellaneous Supplie |
| San Juan Health Services | 123089 | 9282022- | 10/11/2022 | 10/11/2022 | 135.00 | SJC Public Health | 255007.260 - Indirect Admin Buildin |
| | | | | | <u>\$192.00</u> | | |
| | | | | | \$192.00 | | |
| San Juan Hospital | 123018 | 8949996 | 10/04/2022 | 10/04/2022 | 147.44 | 113440 Michael Piper | 104230312 - Medical Expenses |
| San Juan Hospital | 123018 | 8965625 | 10/04/2022 | 10/04/2022 | 106.60 | 124148 Bryan Shoupe | 104230312 - Medical Expenses |
| San Juan Hospital | 123018 | 8965916 | 10/04/2022 | 10/04/2022 | 87.75 | 124149 Brent Worthen | 104230312 - Medical Expenses |
| San Juan Hospital | 123018 | 8965917 | 10/04/2022 | 10/04/2022 | 150.24 | 116242 Dave Wells | 104230312 - Medical Expenses |
| San Juan Hospital | 123018 | 8969334 | 10/04/2022 | 10/04/2022 | 147.44 | 124145 Jacob Carlos Satterthwaite | 104230312 - Medical Expenses |
| San Juan Hospital | 123018 | 8969795 | 10/04/2022 | 10/04/2022 | 48.75 | 124172 Stephen Street | 104230312 - Medical Expenses |
| | | | | | <u>\$688.22</u> | | |
| | | | | | \$688.22 | | |

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|-------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|------------------------------------|------------------------------------|
| San Juan Record | 123019 | SJCFAIR0822 | 10/04/2022 | 10/04/2022 | 1,331.79 | SJC Fair | 104620220 - Public Notices |
| San Juan Record | 123019 | SJCHR0922 | 10/04/2022 | 10/04/2022 | 444.00 | SJC Human Resources | 104134220 - Public Notices |
| | | | | | \$1,775.79 | | |
| San Juan Record | 123090 | 161820 | 10/11/2022 | 10/11/2022 | 30.00 | SJC Recorder | 104144210 - Subscriptions and Me |
| San Juan Record | 123090 | 161850 | 10/11/2022 | 10/11/2022 | 38.50 | SJC Commission | 104111220 - Public Notices |
| San Juan Record | 123090 | SJCAG0922 | 10/11/2022 | 10/11/2022 | 1,086.75 | SJC Aging | 104255615 - Contracts |
| San Juan Record | 123090 | SJCAG0922 | 10/11/2022 | 10/11/2022 | 4,347.00 | SJC Aging | 104686610 - Miscellaneous Supplie |
| San Juan Record | 123090 | SJPHLTH0922 | 10/11/2022 | 10/11/2022 | 195.50 | SJC Public Health | 255760.220 - Highway Safety Public |
| | | | | | \$5,697.75 | | |
| | | | | | \$7,473.54 | | |
| Shumway, Marcia | 123020 | 2022093014095 | 10/04/2022 | 10/04/2022 | 230.00 | Travel Reimbursement | 104230230 - Travel Expense |
| | | | | | \$230.00 | | |
| Silas, Marilyn | 123091 | 2022100716221 | 10/11/2022 | 10/11/2022 | 560.00 | Alternatives | 104679615 - Contracts |
| | | | | | \$560.00 | | |
| SJC Inmate Account | 123092 | TP20220930 | 10/11/2022 | 10/11/2022 | 2,356.62 | Trustee Payroll | 104230352 - Inmate Humanitarian E |
| | | | | | \$2,356.62 | | |
| Skaggs Companies Inc. | 123021 | 450_A_135632_ | 10/04/2022 | 10/04/2022 | 19.98 | SJC Sheriff Dept | 104230610 - Miscellaneous Supplie |
| | | | | | \$19.98 | | |
| Snow Christensen & Martineau | 123022 | 502472 | 10/04/2022 | 10/04/2022 | 75.00 | SJC Attorney | 104156620 - Miscellaneous Service |
| | | | | | \$75.00 | | |
| Southwest Colorado TV | 123023 | 09-29 | 10/03/2022 | 10/04/2022 | 2,206.08 | SJC COMMUNICATIONS | 104574615 - Contracts |
| | | | | | \$2,206.08 | | |
| Sysco Intermountain Food Svc. | 123024 | 485493645 | 10/04/2022 | 10/04/2022 | 517.28 | SJC SHERIFF | 104230480 - Kitchen Food |
| Sysco Intermountain Food Svc. | 123024 | 485507415 | 10/04/2022 | 10/04/2022 | 995.49 | SJC SHERIFF | 104230480 - Kitchen Food |
| | | | | | \$1,512.77 | | |
| | | | | | \$1,512.77 | | |
| Tiefenbach North America LLC | 123093 | 441715 | 10/11/2022 | 10/11/2022 | 43.89 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | \$43.89 | | |
| Tracy, Kelly | 123025 | 2022093013340 | 10/03/2022 | 10/04/2022 | 45.00 | Travel Reimbursement | 104122230 - Travel Expense |
| | | | | | \$45.00 | | |
| Tsosie, Terry | 123094 | 2022100716215 | 10/11/2022 | 10/11/2022 | 560.00 | Alternatives | 104679615 - Contracts |
| | | | | | \$560.00 | | |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 60.97 | 4246-0470-0106-9233 Tammy Gallegos | 104679610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 100.00 | 4246-0470-0106-9233 Tammy Gallegos | 104676260 - Buildings and Grounds |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 134.32 | 4246-0470-0106-9233 Tammy Gallegos | 104671240 - Office Expense |

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 09/30/2022 to 10/14/2022**

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|-----------------------------|------------------|----------------|---------------------|--------------|----------|-------------------------------------------|------------------------------------|
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 182.74 | 4246-0470-0106-9233 Tammy Gallegos | 104678328 - Meals - La Sal |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 220.00 | 4246-0470-0106-9233 Tammy Gallegos | 104684610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 242.62 | 4246-0470-0106-9233 Tammy Gallegos | 104225610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 245.58 | 4246-0470-0106-9233 Tammy Gallegos | 104686610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 267.33 | 4246-0470-0106-9233 Tammy Gallegos | 104255615 - Contracts |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 363.50 | 4246-0470-0106-9233 Tammy Gallegos | 104673610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 409.10 | 4246-0470-0106-9233 Tammy Gallegos | 104676610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 530.48 | 4246-0470-0106-9233 Tammy Gallegos | 104255610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 546.92 | 4246-0470-0106-9233 Tammy Gallegos | 104684220 - Public Notices |
| U.S. Bank Corporate Payment | 123026 | 2022092016303 | 09/30/2022 | 10/04/2022 | 1,459.76 | 4246-0470-0106-9233 Tammy Gallegos | 104676610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022092207251 | 09/30/2022 | 10/04/2022 | 12.93 | 4246-0446-5302-1950 Todd Adair | 214414230 - Travel Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092207272 | 09/30/2022 | 10/04/2022 | 158.00 | 4246-0470-0080-1867 Monica Alvarado | 214414240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092207272 | 09/30/2022 | 10/04/2022 | 6,636.94 | 4246-0470-0080-1867 Monica Alvarado | 214412250 - Equipment Operation |
| U.S. Bank Corporate Payment | 123026 | 20220922130115 | 09/30/2022 | 10/04/2022 | 51.99 | 4246-0470-0113-7634 Mikaela Ramsay | 724581240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 20220922130115 | 09/30/2022 | 10/04/2022 | 125.67 | 4246-0470-0113-7634 Mikaela Ramsay | 724581250 - Computer Maintenan |
| U.S. Bank Corporate Payment | 123026 | 20220922130115 | 09/30/2022 | 10/04/2022 | 146.83 | 4246-0470-0113-7634 Mikaela Ramsay | 724581920 - Grant Expenses |
| U.S. Bank Corporate Payment | 123026 | 20220922130115 | 09/30/2022 | 10/04/2022 | 521.87 | 4246-0470-0113-7634 Mikaela Ramsay | 724581480 - Collection Developmen |
| U.S. Bank Corporate Payment | 123026 | 2022092213102 | 09/30/2022 | 10/04/2022 | 256.07 | 4246-0441-0129-6816 David Gallegos | 104220615 - Contracts |
| U.S. Bank Corporate Payment | 123026 | 2022092609224 | 09/30/2022 | 10/04/2022 | 149.00 | 4246-0446-5312-8805 Scott Burgess | 264350141 - Uniform Allowance |
| U.S. Bank Corporate Payment | 123026 | 2022092609224 | 09/30/2022 | 10/04/2022 | 422.86 | 4246-0446-5312-8805 Scott Burgess | 264350330 - Employee Education |
| U.S. Bank Corporate Payment | 123026 | 2022092609232 | 09/30/2022 | 10/04/2022 | 54.32 | 4246-0470-0107-1528 Allison Yamamoto-Spar | 104193210 - Subscriptions and Me |
| U.S. Bank Corporate Payment | 123026 | 2022092609232 | 09/30/2022 | 10/04/2022 | 327.78 | 4246-0470-0107-1528 Allison Yamamoto-Spar | 104193480 - Special Department Su |
| U.S. Bank Corporate Payment | 123026 | 2022092609240 | 09/30/2022 | 10/04/2022 | 6.93 | 4246-0470-0139-5331 Elaine Gizler | 104193210 - Subscriptions and Me |
| U.S. Bank Corporate Payment | 123026 | 2022092609240 | 09/30/2022 | 10/04/2022 | 10.35 | 4246-0470-0139-5331 Elaine Gizler | 104192240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609240 | 09/30/2022 | 10/04/2022 | 60.00 | 4246-0470-0139-5331 Elaine Gizler | 104193490 - Advertising and Promot |
| U.S. Bank Corporate Payment | 123026 | 2022092609240 | 09/30/2022 | 10/04/2022 | 247.50 | 4246-0470-0139-5331 Elaine Gizler | 104192330 - Employee Education |
| U.S. Bank Corporate Payment | 123026 | 2022092609240 | 09/30/2022 | 10/04/2022 | 247.50 | 4246-0470-0139-5331 Elaine Gizler | 104193330 - Employee Education |
| U.S. Bank Corporate Payment | 123026 | 2022092609240 | 09/30/2022 | 10/04/2022 | 466.32 | 4246-0470-0139-5331 Elaine Gizler | 104192620 - Miscellaneous Service |
| U.S. Bank Corporate Payment | 123026 | 2022092609240 | 09/30/2022 | 10/04/2022 | 476.19 | 4246-0470-0139-5331 Elaine Gizler | 104192210 - Subscriptions and Me |
| U.S. Bank Corporate Payment | 123026 | 2022092609242 | 09/30/2022 | 10/04/2022 | -35.00 | 4246-0446-5807-5266 BEN NIELSON | 104192210 - Subscriptions and Me |
| U.S. Bank Corporate Payment | 123026 | 2022092609263 | 09/30/2022 | 10/04/2022 | 7.04 | 4246-0446-5595-5692 Lyman W Duncan | 104173241 - Postage |
| U.S. Bank Corporate Payment | 123026 | 2022092609263 | 09/30/2022 | 10/04/2022 | 50.44 | 4246-0446-5595-5692 Lyman W Duncan | 104142240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609263 | 09/30/2022 | 10/04/2022 | 128.98 | 4246-0446-5595-5692 Lyman W Duncan | 104142480 - Special Department Su |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 20.78 | 4246-0470-0152-5705 Mack McDonald | 104161260 - Buildings and Grounds |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 23.98 | 4246-0470-0152-5705 Mack McDonald | 104146240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 39.88 | 4246-0470-0152-5705 Mack McDonald | 104134240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 163.90 | 4246-0470-0152-5705 Mack McDonald | 104111230 - Travel Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 350.90 | 4246-0470-0152-5705 Mack McDonald | 104166260 - Buildings and Grounds |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 466.32 | 4246-0470-0152-5705 Mack McDonald | 104113330 - Employee Education |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 468.86 | 4246-0470-0152-5705 Mack McDonald | 104134230 - Travel Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 557.29 | 4246-0470-0152-5705 Mack McDonald | 104145240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 932.64 | 4246-0470-0152-5705 Mack McDonald | 104111330 - Employee Education |
| U.S. Bank Corporate Payment | 123026 | 2022092609275 | 09/30/2022 | 10/04/2022 | 1,136.00 | 4246-0470-0152-5705 Mack McDonald | 104113210 - Subscriptions and Mem |
| U.S. Bank Corporate Payment | 123026 | 2022092609472 | 09/30/2022 | 10/04/2022 | -626.98 | 4246-0446-5323-3506 Cindi Holyoak | 104144230 - Travel Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609472 | 09/30/2022 | 10/04/2022 | 264.97 | 4246-0446-5323-3506 Cindi Holyoak | 104144230 - Travel Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092609472 | 09/30/2022 | 10/04/2022 | 360.00 | 4246-0446-5323-3506 Cindi Holyoak | 104144242 - Software Maintenance |
| U.S. Bank Corporate Payment | 123026 | 2022092609472 | 09/30/2022 | 10/04/2022 | 360.00 | 4246-0446-5323-3506 Cindi Holyoak | 104144242 - Software Maintenance |
| U.S. Bank Corporate Payment | 123026 | 2022092609472 | 09/30/2022 | 10/04/2022 | 518.13 | 4246-0446-5323-3506 Cindi Holyoak | 104144330 - Employee Education |

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Check Register
General Fund Checking - Zions 566101143 - 09/30/2022 to 10/14/2022**

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|------------------------------|------------------|----------------|---------------------|--------------|--------------------|------------------------------------|--------------------------------------|
| U.S. Bank Corporate Payment | 123026 | 2022092808425 | 09/30/2022 | 10/04/2022 | 60.00 | 4246-0470-0150-2555 NICOLE PERKINS | 724581241 - Postage |
| U.S. Bank Corporate Payment | 123026 | 2022092808425 | 09/30/2022 | 10/04/2022 | 83.56 | 4246-0470-0150-2555 NICOLE PERKINS | 724581330 - Employee Education |
| U.S. Bank Corporate Payment | 123026 | 2022092808425 | 09/30/2022 | 10/04/2022 | 565.76 | 4246-0470-0150-2555 NICOLE PERKINS | 724581240 - Office Expense |
| U.S. Bank Corporate Payment | 123026 | 2022092808425 | 09/30/2022 | 10/04/2022 | 656.01 | 4246-0470-0150-2555 NICOLE PERKINS | 724581920 - Grant Expenses |
| U.S. Bank Corporate Payment | 123026 | 2022092808425 | 09/30/2022 | 10/04/2022 | 787.39 | 4246-0470-0150-2555 NICOLE PERKINS | 724581480 - Collection Developmen |
| U.S. Bank Corporate Payment | 123026 | 2022093013130 | 09/30/2022 | 10/04/2022 | 173.99 | 4246-0470-0071-7485 Alan Freestone | 104210620 - Miscellaneous Service |
| U.S. Bank Corporate Payment | 123026 | 2022093013141 | 09/30/2022 | 10/04/2022 | 81.42 | 4246-0400-1740-8495 Marsha Shumway | 104230312 - Medical Expenses |
| U.S. Bank Corporate Payment | 123026 | 2022093013141 | 09/30/2022 | 10/04/2022 | 110.00 | 4246-0400-1740-8495 Marsha Shumway | 104210210 - Subscriptions and Me |
| U.S. Bank Corporate Payment | 123026 | 2022093013141 | 09/30/2022 | 10/04/2022 | 140.99 | 4246-0400-1740-8495 Marsha Shumway | 104230480 - Kitchen Food |
| U.S. Bank Corporate Payment | 123026 | 2022093013141 | 09/30/2022 | 10/04/2022 | 702.61 | 4246-0400-1740-8495 Marsha Shumway | 104230610 - Miscellaneous Supplie |
| U.S. Bank Corporate Payment | 123026 | 2022093013141 | 09/30/2022 | 10/04/2022 | 1,660.00 | 4246-0400-1740-8495 Marsha Shumway | 104210330 - Employee Education |
| U.S. Bank Corporate Payment | 123026 | 2022093013143 | 09/30/2022 | 10/04/2022 | 5.99 | 4246-0470-0087-8873 Bruce Bushore | 104151210 - Subscriptions and Me |
| U.S. Bank Corporate Payment | 123026 | 2022093013143 | 09/30/2022 | 10/04/2022 | 110.00 | 4246-0470-0087-8873 Bruce Bushore | 105430270 - Utilities |
| U.S. Bank Corporate Payment | 123026 | 2022093013143 | 09/30/2022 | 10/04/2022 | 499.00 | 4246-0470-0087-8873 Bruce Bushore | 104151620 - Miscellaneous Service |
| U.S. Bank Corporate Payment | 123026 | 23F08-M-06 | 09/30/2022 | 10/04/2022 | 370.78 | 4246-0446-5807-5266 BEN NIELSON | 104211610 - Miscellaneous Supplies |
| U.S. Bank Corporate Payment | 123026 | 23F08-T-013 | 09/30/2022 | 10/04/2022 | 1,162.44 | 4246-0446-5807-5266 BEN NIELSON | 104211230 - Travel Expense |
| U.S. Bank Corporate Payment | 123026 | CC20220923112 | 09/30/2022 | 10/04/2022 | 14.53 | 4246-0446-5808-5489 TYLER KETRON | 255281.280 - EED - Epidemiology T |
| U.S. Bank Corporate Payment | 123026 | CC20220923112 | 09/30/2022 | 10/04/2022 | 19.00 | 4246-0446-5808-5489 TYLER KETRON | 255281.242 - EED - Epidemiology S |
| U.S. Bank Corporate Payment | 123026 | CC20220923112 | 09/30/2022 | 10/04/2022 | 25.00 | 4246-0446-5808-5489 TYLER KETRON | 255193.620 - Home Visiting - PAT M |
| U.S. Bank Corporate Payment | 123026 | CC20220923112 | 09/30/2022 | 10/04/2022 | 35.76 | 4246-0446-5808-5489 TYLER KETRON | 255012.620 - Local General Health |
| U.S. Bank Corporate Payment | 123026 | CC20220923112 | 09/30/2022 | 10/04/2022 | 50.00 | 4246-0446-5808-5489 TYLER KETRON | 255013.241 - Vital Statistics Postag |
| U.S. Bank Corporate Payment | 123026 | CC20220923112 | 09/30/2022 | 10/04/2022 | 56.57 | 4246-0446-5808-5489 TYLER KETRON | 255007.242 - Indirect Admin Softwar |
| | | | | | \$27,701.30 | | |
| | | | | | \$27,701.30 | | |
| Unique Creations | 123027 | 372587 | 10/04/2022 | 10/04/2022 | 290.50 | SJC Fair | 104620240 - Office Expense |
| | | | | | \$290.50 | | |
| USU | 123095 | A35629-22-07- | 10/11/2022 | 10/11/2022 | 3.02 | A35629-584500 | 104610610 - Miscellaneous Supplie |
| USU | 123095 | A35629-22-07- | 10/11/2022 | 10/11/2022 | 25.00 | A35629-584500 | 104610210 - Subscriptions and Me |
| USU | 123095 | A35629-22-07- | 10/11/2022 | 10/11/2022 | 51.52 | A35629-584500 | 104610240 - Office Expense |
| USU | 123095 | A35629-22-07- | 10/11/2022 | 10/11/2022 | 184.86 | A35629-584500 | 104610480 - Special Department Su |
| USU | 123095 | A35629-22-07- | 10/11/2022 | 10/11/2022 | 853.31 | A35629-584500 | 104610230 - Travel Expense |
| | | | | | \$1,117.71 | | |
| | | | | | \$1,117.71 | | |
| Utah Association of Counties | 123028 | 7038 | 10/04/2022 | 10/04/2022 | 50.00 | UTRECS | 264350210 - Subscriptions and Me |
| | | | | | \$50.00 | | |
| Utah Correctional Industries | 123096 | RE237E000303 | 10/11/2022 | 10/11/2022 | 78.80 | SJC Road Dept | 214414410 - Road Supplies |
| | | | | | \$78.80 | | |
| Utah Navajo Trust Fund | 123037 | RI1001225 | 10/01/2022 | 10/06/2022 | 165.00 | | 724581915 - Transfers to Other Unit |
| | | | | | \$165.00 | | |
| Utah Retirement Systems | EFT | PR100222-3952 | 10/07/2022 | 10/11/2022 | 100.00 | Traditional IRA | 102224000 - Retirement Payable |
| Utah Retirement Systems | EFT | PR100222-3952 | 10/07/2022 | 10/11/2022 | 309.35 | 457 Retirement | 102224000 - Retirement Payable |

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 09/30/2022 to 10/14/2022**

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|------------------------------|------------------|----------------|---------------------|--------------|--------------------|----------------------------------|------------------------------------|
| Utah Retirement Systems | EFT | PR100222-3952 | 10/07/2022 | 10/11/2022 | 382.71 | 401k Retirement - Post Retired | 102224000 - Retirement Payable |
| Utah Retirement Systems | EFT | PR100222-3952 | 10/07/2022 | 10/11/2022 | 602.70 | Roth IRA | 102224000 - Retirement Payable |
| Utah Retirement Systems | EFT | PR100222-3952 | 10/07/2022 | 10/11/2022 | 1,255.06 | Retirement Loan Repayment | 102224000 - Retirement Payable |
| Utah Retirement Systems | EFT | PR100222-3952 | 10/07/2022 | 10/11/2022 | 5,056.91 | 401k Retirement | 102224000 - Retirement Payable |
| Utah Retirement Systems | EFT | PR100222-3952 | 10/07/2022 | 10/11/2022 | 51,127.26 | State Retirement | 102224000 - Retirement Payable |
| | | | | | <u>\$58,833.99</u> | | |
| | | | | | \$58,833.99 | | |
| VelocityNet LLC | 123097 | 84355 | 10/11/2022 | 10/11/2022 | 49.00 | SJC Communications | 104574270 - Utilities |
| | | | | | <u>\$49.00</u> | | |
| Verizon Wireless | 123029 | 9915747545 | 10/04/2022 | 10/04/2022 | 52.97 | 265507612-00002 | 104113280 - Telephone |
| Verizon Wireless | 123029 | 9915747546 | 10/04/2022 | 10/04/2022 | 133.07 | 265507612-00003 | 104151280 - Telephone |
| Verizon Wireless | 123029 | 9915747554 | 10/04/2022 | 10/04/2022 | 77.00 | 265508079-00001 | 104255280 - Telephone |
| Verizon Wireless | 123029 | 9915747558 | 10/04/2022 | 10/04/2022 | 145.95 | 265508664-00001 | 214414280 - Telephone |
| Verizon Wireless | 123029 | 9915767923 | 10/04/2022 | 10/04/2022 | 8.22 | 465505932-00001 | 104255280 - Telephone |
| Verizon Wireless | 123029 | 9915788184 | 10/04/2022 | 10/04/2022 | 8.22 | 665505466-00001 | 104255280 - Telephone |
| Verizon Wireless | 123029 | 9915788237 | 10/04/2022 | 10/04/2022 | 964.79 | 665507629-00001 | 104230280 - Telephone |
| Verizon Wireless | 123029 | 9915788239 | 10/04/2022 | 10/04/2022 | 225.97 | 665507629-00004 | 104230280 - Telephone |
| Verizon Wireless | 123029 | 9915798164 | 10/04/2022 | 10/04/2022 | 54.38 | 765507047-00001 | 104112280 - Telephone |
| Verizon Wireless | 123029 | 9915798164 | 10/04/2022 | 10/04/2022 | 228.48 | 765507047-00001 | 104111280 - Telephone |
| Verizon Wireless | 123029 | 9915798182 | 10/04/2022 | 10/04/2022 | 79.45 | 765508819-00001 | 104679280 - Telephone |
| Verizon Wireless | 123029 | 9915798182 | 10/04/2022 | 10/04/2022 | 79.46 | 765508819-00001 | 104675280 - Telephone |
| | | | | | <u>\$2,057.96</u> | | |
| Verizon Wireless | 123098 | 9915757762 | 10/11/2022 | 10/11/2022 | 100.25 | 365506834-00001 | 104225280 - Telephone |
| Verizon Wireless | 123098 | 9915778085 | 10/11/2022 | 10/11/2022 | 23.99 | 565508016-00001 | 105430280 - Telephone |
| Verizon Wireless | 123098 | 9915778085 | 10/11/2022 | 10/11/2022 | 52.97 | 565508016-00001 | 104256280 - Telephone |
| Verizon Wireless | 123098 | 9915788238 | 10/11/2022 | 10/11/2022 | 268.41 | 665507629-00003 Wireless Bill | 104211610 - Miscellaneous Supplies |
| | | | | | <u>\$445.62</u> | | |
| | | | | | \$2,503.58 | | |
| Wagon Wheel Pizza | 123030 | 50776 | 10/04/2022 | 10/04/2022 | 257.66 | SJC Fair | 104620240 - Office Expense |
| | | | | | <u>\$257.66</u> | | |
| Walker, Tel | 123031 | 20220928110534 | 10/03/2022 | 10/04/2022 | 237.50 | Fire Fighting | 104220121 - Temporary Wages |
| | | | | | <u>\$237.50</u> | | |
| Waste Management of Colorado | 123099 | 0401884-4889-4 | 10/11/2022 | 10/11/2022 | 49.49 | 16-83942-53002 Blanding Library | 724168270 - Utilities |
| Waste Management of Colorado | 123099 | 0402012-4889-1 | 10/11/2022 | 10/11/2022 | 144.43 | 16-83977-33005 SJC Senior Center | 104672270 - Utilities |
| Waste Management of Colorado | 123099 | 0402014-4889-7 | 10/11/2022 | 10/11/2022 | 85.54 | 16-83977-53000 SJC Road Dept | 214414270 - Utilities |
| | | | | | <u>\$279.46</u> | | |
| | | | | | \$279.46 | | |
| Welliver, Rachel Eileen | 123100 | 2022101010492 | 10/11/2022 | 10/11/2022 | 50.00 | Refund of Overpayment | 103511000 - Justice Court Fines |
| | | | | | <u>\$50.00</u> | | |

San Juan County
Check Register

General Fund Checking - Zions 566101143 - 09/30/2022 to 10/14/2022

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account |
|---------------------------------|------------------|----------------|---------------------|--------------|---------------------|--------------------|---------------------------------|
| Wheeler Machinery Company | 123101 | PS001391180 | 10/11/2022 | 10/11/2022 | 22.85 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 123101 | PS001391774 | 10/11/2022 | 10/11/2022 | 91.42 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 123101 | PS001392420 | 10/11/2022 | 10/11/2022 | 694.23 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 123101 | PS001394099 | 10/11/2022 | 10/11/2022 | 181.15 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 123101 | PS001394100 | 10/11/2022 | 10/11/2022 | 1,506.17 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 123101 | PS001394895 | 10/11/2022 | 10/11/2022 | 825.27 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 123101 | PS001395666 | 10/11/2022 | 10/11/2022 | 179.72 | SJC Road Dept | 214412250 - Equipment Operation |
| Wheeler Machinery Company | 123101 | PS001395667 | 10/11/2022 | 10/11/2022 | 596.13 | SJC Road Dept | 214412250 - Equipment Operation |
| | | | | | <u>\$4,096.94</u> | | |
| | | | | | \$4,096.94 | | |
| Zion's Way Home Health & Hospic | 123102 | 2022100716204 | 10/11/2022 | 10/11/2022 | 826.52 | SJC Aging Services | 104679615 - Contracts |
| Zion's Way Home Health & Hospic | 123102 | 2022100716205 | 10/11/2022 | 10/11/2022 | 140.00 | SJC Aging Services | 104679615 - Contracts |
| Zion's Way Home Health & Hospic | 123102 | 2022100716210 | 10/11/2022 | 10/11/2022 | 455.00 | SJC Aging Services | 104679615 - Contracts |
| | | | | | <u>\$1,421.52</u> | | |
| | | | | | \$1,421.52 | | |
| | | | | | \$364,649.15 | | |

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




Purchase From
 IDEMIA State Contracted
 5515 East La Palma Ave, Ste 100
 Anaheim, CA 92807
 Phone: 714-322-4425
 Attention To :

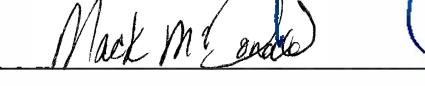
Deliver To
 John Young
 297 S. Main
 Monticello, UT 84535
 Phone: 435-587-2237
 Attention To :

Purchase Order
 P. O. No#
 Date 10/12/2022
 Your Ref# IDUTL10032206
 Our Ref#
 Credit Terms Check

| Product ID | Description | Quantity | Unit Price | Amount |
|------------|--------------------------------------------------------------------------------------|----------|------------|-------------|
| | IDEMIA LiveScan System Tenprint see attached quote Utah State Contract #MA3828 | 2 | \$5,950.00 | \$11,900.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

Approved:

Department Head: 

County Admin: 

| | |
|---------------|-------------|
| Sub Total | \$11,900.00 |
| Tax | Exempt |
| Freight | |
| Invoice Total | \$11,900.00 |
| Amount Paid | |
| Balance Due | \$11,900.00 |

Terms and Conditions:



COMMISSION STAFF REPORT

MEETING DATE: Oct 18 2022

ITEM TITLE, PRESENTER: Memorandum of understanding for Utah Cooperative Marketing Program- Round 2022 for Utah's Canyon Country San Juan County submitted by Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION: Consent Agenda/ Approve

SUMMARY: The Utah Office of Tourism has pledged to provide 75% of the \$237,500 awarded to San Juan County from the Utah Cooperative Marketing Program. San Juan County will match the \$237,500 from the 2023 budget. Upon completion of the 2023 final program, the balance of 25% will be paid to San Juan County.

HISTORY/PAST ACTION. San Juan County has participated in this program for a minimum of 10 years.

FISCAL IMPACT \$237,500 has been allocated by UOT and will be matched by San Juan County out of the 2023 Economic Development Budget.



Contract # 23063C0039
Vendor # VC-0000114664
Start Date: 9/1/2022
End Date: 9/30/2024

Item 4.

Memorandum of Understanding

Utah Cooperative Marketing Program – Round 2022

Whereas the Utah Office of Tourism (UOT) conducts a public/private partnership program known as the Utah Cooperative Marketing Program.

And whereas, an objective of the Utah Cooperative Marketing Program is to leverage state and co-op partner funding to attract both in and out-of-state visitors to Utah to increase tourism expenditures.

And whereas, San Juan County Office of Economic Development & Visitor Services, has been qualified by the Board of Tourism Development (Board) to receive \$237,500.00 as follows: 75% of funds upon UOT receiving signed MOU from the applicant, and the remaining 25% of funds upon completion of the project final report.

Therefore, be it resolved that the UOT and San Juan County Office of Economic Development & Visitor Services, hereby enter into a public/private partnership in the amount of \$237,500.00 as outlined below:

The Utah Office of Tourism pledges the following to the partnership:

1. 75% of the Board approved amount will be paid upon receiving signed MOU and invoice from the applicant; remaining 25% will be paid upon completion of said project and submission of required reports and vendor invoices.
2. To review submitted projects within 5 business days.

The San Juan County Office of Economic Development & Visitor Services pledges the following:

1. To comply with the Utah Cooperative Marketing Program [Guidelines](#).
2. In the event of modifications due to matching funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, to provide UOT with a written summary of such changes immediately for approval before implementing requested changes.
3. To provide projects (i.e. copy of advertisement, CD, DVD, mock-up of art work, etc.) to UOT for approval prior to publication.
4. To provide all project related vendor invoices and a written final report of results within 90 days of completion of the project as outlined in the guidelines.

It is understood and accepted that should the proposed project not be completed as outlined in your application and according to the program guidelines, all Cooperative Marketing funds for this project must be returned to the UOT immediately.

Agreed to this on the _____ day of _____, in the year 20_____.

By:

David M. Williams
Associate Managing Director
Utah Office of Tourism

Elaine Gizler
San Juan County Office of Economic Development & Visitor Services

Please return one signed copy via email to:

Kelly Day, Cooperative Marketing Manager
kday@utah.gov

Utah Office of Tourism
Council Hall/Capitol Hill
300 North State Street
Salt Lake City, UT 84114



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Hot spot Continued Funding Grant, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

This is a contract with the State Library for federal funding to subsidize the cost of service for hotspot devices for patron circulation. The grant funding will cover 66% for hotspot services of up to \$6042. 96 from October 1, 2022 – September 30, 2023.

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

The library agrees to pay the remaining 34% of the cost of services on the hotspots which will be approximately \$2400.



STATE OF UTAH CONTRACT

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

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

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

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

2. GENERAL PURPOSE OF CONTRACT: To fund LSTA Hot to Trot[spot] Grant Projects, in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201 (3), Section 9-7-205 (1) (f) and 9-7-205 (2). Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.
3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL LSTA Hot to Trot[spot] Grant Project.
4. CONTRACT PERIOD: Effective Date: 10/01/2022 Termination Date: 09/30/2023, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 10/25/2022.
5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of \$ 6042.96 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.
6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
 Attachment A – Standard Terms & Conditions for Grants
 Attachment B – Scope of Work and Special Provisions
 Attachment C – Federal Assurances

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

- Grant Application
- Interim Reports
- Final Report

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

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

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

GRANTEE

STATE

Director, Manager or Authorized Signatory

Director, State Library Division

Financial Officer

N/A Grant
Director, Division of Purchasing

Date

Director, Division of Finance

Agency Contact for questions during the contract process.

Rachel Cook
Agency Contact

801-715-6722
Phone Number

801-715-6767
Fax Number

rcook@utah.gov
Email

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Contract”** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **“Contract Signature Page(s)”** means the cover page(s) that the State and Grantee sign.
 - c. **“Grantee”** means the individual or entity which is the recipient of grant money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
 - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **“Grant Money”** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee’s performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee’s use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.
7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract

Contract between USL and San Juan County Library System Contract #

caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

Contract between USL and San Juan County Library System Contract #

17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.
- Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.
- Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

Contract between USL and San Juan County Library System Contract #

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

(Revision date: 30 March 2016)

ATTACHMENT B
SCOPE OF WORK AND SPECIAL PROVISIONS

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

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 10/25/2022.** Any exceptions must be arranged in writing via email to Faye Fischer, Contracts/Grants Analyst for USL at ffischer@utah.gov.
2. The effective dates of Contract shall be from **10/01/2022** through **09/30/2023**, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed **\$6042.96**.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

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

GRANTEE Contact: Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the ARPA grant program number as CFDA #45.310.

SCOPE OF WORK

1. Library Services and Technology Act (LSTA) funds will be used to finance 66% of hotspot service and filtering, to continue the Hot to Trot[spot] project that was completed Fall of 2020. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds, and reporting standards.
2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
4. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
5. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
6. The Project Director must retain all documentation (either in paper or electronic format) related to the grant project for three (3) years after the completion of the grant.
7. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
8. *Any funds not expended by 09/30/2023, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 10/15/2023.*
9. Final Report (including final budget information) is due to USL on or before **10/15/2023**.
10. Funds may be requested for reimbursement by emailing Rachel Cook (rcook@utah.gov) a copy of the hotspot service invoice, along with proof of payment for missing devices.

Contract between USL and San Juan County Library System Contract #**SPECIAL CONDITIONS:**

1. GRANTEE will ensure that The Institute for Museums and Library Services 2016 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and subgrantees "... must acknowledge IMLS in all related publications and activities supported with your grant money. An example acknowledgement would read: "This program was funded in part with a grant from the Institute of Museum and Library Services which administer the Library Services and Technology Act." IMLS provides a kit with suggestions and materials to help subgrantees publicize grant activities at <http://www.ims.gov/recipients/grantee.aspx>." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
2. GRANTEE will ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is also acknowledged in all related publications and activities supported with LSTA grant funds. An example acknowledgement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement." A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers a portion of the Library Services and Technology Act."
3. GRANTEE is required to complete a final report and reimbursement requests. Failure to submit reports and appropriate reimbursement information will jeopardize future grant awards.

SPECIAL PROVISIONS:

1. USL will reimburse GRANTEE their portion of the LSTA funds for this project up to the total of the Grant amount of \$6042.96 upon receipt of invoices submitted in the grant portal: <https://cce.my.salesforce-sites.com/us/>.

OTHER INFORMATION:

Grant Administrative Guidelines can be found at https://drive.google.com/file/d/11izQsXB3Dv_LrjLhuNe26E0YMbh4Kwu_/view.

ATTACHMENT C
FEDERAL ASSURANCES AND CERTIFICATIONS

These pages are required by the Institute of Museum and Library Services (IMLS), the federal agency that oversees LSTA and ARPA funding. By signing this contract, GRANTEE agrees to comply with the following.

Subgrantee and Subcontractors. These terms refer to the applicant library and any vendors the library might use to complete the proposed project. Certification responsibilities extend beyond the grantee (Utah State Library Division) to subgrantees (Libraries) and subcontractors (Vendors and Partners) under certain circumstances. For more information on terms used in this section please refer to the **Definitions of Federal Assurances Terms**, after the Assurances.

Certification Regarding the Non-discrimination Statutes and Implementing Regulations
(Applies to Recipients Other than Individuals)

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order 13166, reasonable steps must be taken to ensure that limited English proficient (LEP) persons have meaningful access to the programs (see IMLS guidance at 68 Federal Register 17679, April 10, 2003)); (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq. including §794), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance); (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681– 83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age. (e) the requirements of any other nondiscrimination statute(s) which may apply.

Certification Regarding Debarment and Suspension

The applicant shall comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals: are presently excluded or disqualified; have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The applicant, as a primary tier participant, is required to comply with 2 C.F.R. Part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. Part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

As noted in the preceding paragraph, applicants who plan to use IMLS awards to fund contracts should be aware that they must comply with the communication and verification requirements set forth in the above Debarment and Suspension provisions.

In addition, the applicant agrees by submitting a proposal that, should the proposal be funded with LSTA/ARPA federal funds, the grantee shall not knowingly enter into any project-related transactions (as defined under “lower tier covered transaction”) with a person who is debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from participation on this covered transaction, unless authorized by the IMLS.

The applicant further agrees by submitting this proposal to include without modification the following cause in all lower tier covered transactions in all solicitations for lower tier covered transactions:

Contract between USL and San Juan County Library System Contract #

1. The prospective lower tier participant certified, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

A grantee may rely on the certification of a prospective sub-recipient that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A grantee may decide the method and frequency by which it determines the eligibility of its "principals."

Except when specifically authorized by the IMLS, if a grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to the remedies available to the federal government, the IMLS may terminate this transaction for cause or default.

Certification Regarding Lobbying Activities

(Applies to Applicants Requesting Federal Funds in Excess of \$ 100,000)

The authorized representative certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure, or as otherwise required by law. In addition, in accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

Certification Regarding Trafficking in Persons

The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor. 2 C.F.R. part 175 requires IMLS to include the following award term:

- a. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

Contract between USL and San Juan County Library System Contract #

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on 9 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.
- c. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. part 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R part 175.25(b).
 - B. A for-profit organization.
 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

Internet Safety Certification

(b) Internet Safety Pursuant to 20 U.S.C. § 9134(b)(7), the State Library Administrative Agency provides assurance that it will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under § 254(h)(6) of the Communications Act of 1934, and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet. (See links to Children’s Internet Protection Act (CIPA) in *Appendix F- Definitions of Federal Assurance Terms*).

Acknowledging IMLS

Contract between USL and San Juan County Library System Contract #

You and your subrecipients must acknowledge IMLS in all related publications and activities supported with your award money. An example acknowledgement would read: "This program was funded in part with a Federal award from the Institute of Museum and Library Services." A kit with suggestions and materials to help you and your subrecipients publicize grant activities is available at <https://www.ims.gov/grants/grantrecipients/grantee-communications-kit>. If you have any questions or need assistance, you may contact staff in the Office of Communications and Government Affairs at (202) 653-4757.

DEFINITIONS OF FEDERAL ASSURANCE TERMS

Covered Transaction

A covered transaction is either a primary or lower-tier covered transaction.

Debarment

An action taken by a debarring official in accordance with 45 CFR Part 1185 to exclude a person from participating in covered transactions. A person so excluded is “debarred.”

Debarment and Suspension

The applicant agrees by submitting a proposal that should the proposal be funded by the Institute of Museum and Library Services (IMLS), it shall not enter into any project related transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the IMLS. It should be noted that, in terms of this certification, the legal definition of “person” includes organizations as well as individuals.

Ineligible

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order or regulator authority, other than Executive Order 12549.

Lobbying Activities

Those who receive a subgrant, contract, or subcontract exceeding \$100,000 at any tier under an IMLS grant are required to file a certification and, when necessary, a disclosure form, to the next tier above.

Lower Tier Covered Transaction

- a) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.
- b) Any procurement simplified acquisition threshold (currently \$100,000) under a primary covered transaction.
- c) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are project directors, principal investigators, and providers of federally-required audit services.

Participants

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

Person

Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except foreign governments of foreign governmental entities, public international organizations, foreign government owned or controlled entities.

Primary Covered Transaction

Any non-procurement transaction between an agency and a person, regardless of type, including grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation, agreements, and any other nonprocurement transactions between a federal agency and a person.

Principal

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has critical influence on or substantive control over a covered transaction, whether or not employed by the participant.

Suspension

An action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in covered transactions for a temporary period, pending completion of an

investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue.

Voluntarily Excluded

The status of non-participation or limited participation in covered transaction assumed by a person pursuant to the terms of a settlement.

Children's Internet Protection Act Certification (CIPA)

- Children's Internet Protection Act (CIPA) 47 CFR 54.520
<http://www.gpo.gov/fdsys/granule/CFR-2012-title47-vol3/CFR-2012-title47-vol3-sec54-520>
- Internet Safety 20 USC §9134 (f)(1) <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title20section9134&num=0&edition=prelim>
- Internet and online access policy required UCA 9-7-215
<https://le.utah.gov/xcode/Title9/Chapter7/9-7-S215.html>



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Approval of 2019-2023 Environment, Policy, and Improved Clinical Care (EPICC) - San Juan Health Department Amendment 11 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

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

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

HISTORY/PAST ACTION

Commission approval of previous amendments. San Juan County Board of Health approval on September 6, 2022.

FISCAL IMPACT

The contract amount is being changed. The funding amount will be increased by \$36,374.12 in federally reimbursable funds.

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



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

1931112
Department Log Number

192700359
State Contract Number

1. **CONTRACT NAME:** The name of this contract is 2019-2023 EPICC- San Juan Health Department Amendment 11.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** Update 1817 and 1807 activities within the special provisions. Add FY23 funding.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The funding amount will be increased by \$36,374.12 in federal funds. New total funding is \$275,963.02.

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

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|----------------------------------|-------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Utah State Physical Activity and Nutrition Plan | Award Number: | 5 NU58DP006496-05-00 |
| Name of Federal Awarding Agency: | CDC | Federal Award Identification Number: | NU58DP006496 |
| Assistance Listing: | UTAH STATE PHYSICAL ACTIVITY AND NUTRITION PLAN | Federal Award Date: | 8/2/2022 |
| Assistance Listing Number: | 93.439 | Funding Amount: | \$9174.12 |

Subtract

| | | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke- Financed in part by 2018 Prevention and Public Heal | Award Number: | 5 NU58DP006512-04-00 |
| Name of Federal Awarding Agency: | CDC | Federal Award Identification Number: | NU58DP006512 |
| Assistance Listing: | IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE- FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL | Federal Award Date: | 5/13/2021 |
| Assistance Listing Number: | 93.426 | Funding Amount: | -\$1283.80 |

Subtract

| | | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke- Financed in part by 2018 Prevention and Public Heal | Award Number: | 5 NU58DP006512-04-00 |
| Name of Federal Awarding Agency: | CDC | Federal Award Identification Number: | NU58DP006512 |
| Assistance Listing: | IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE- FINANCED IN PART BY 2018 PREVENTION | Federal Award Date: | 5/13/2021 |

| | | | |
|----------------------------|-----------------|-----------------|------------|
| | AND PUBLIC HEAL | | |
| Assistance Listing Number: | 93.426 | Funding Amount: | -\$1110.85 |

Add

| | | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke- Financed in part by 2018 Prevention and Public Heal | Award Number: | 5 NU58DP006512-05-00 |
| Name of Federal Awarding Agency: | CDC | Federal Award Identification Number: | NU58DP006512 |
| Assistance Listing: | IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE- FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL | Federal Award Date: | 6/19/2022 |
| Assistance Listing Number: | 93.426 | Funding Amount: | \$1283.80 |

Add

| | | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke- Financed in part by 2018 Prevention and Public Heal | Award Number: | 5 NU58DP006512-05-00 |
| Name of Federal Awarding Agency: | CDC | Federal Award Identification Number: | NU58DP006512 |
| Assistance Listing: | IMPROVING THE HEALTH OF AMERICANS THROUGH PREVENTION AND | Federal Award Date: | 6/19/2022 |

| | | | |
|----------------------------|---------------------------------------------------------------------------------------------------------|-----------------|-----------|
| | MANAGEMENT OF DIABETES AND HEART DISEASE AND STROKE-FINANCED IN PART BY 2018 PREVENTION AND PUBLIC HEAL | | |
| Assistance Listing Number: | 93.426 | Funding Amount: | \$1110.85 |

Add

| | | | |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Innovative State and Local Public Health Strategies to Prevent and Manage Diabetes and Heart Disease and Stroke | Award Number: | 5 NU58DP006609-05-00 |
| Name of Federal Awarding Agency: | CDC | Federal Award Identification Number: | NU58DP006609 |
| Assistance Listing: | INNOVATIVE STATE AND LOCAL PUBLIC HEALTH STRATEGIES TO PREVENT AND MANAGE DIABETES AND HEART DISEASE AND STROKE | Federal Award Date: | 6/23/2022 |
| Assistance Listing Number: | 93.435 | Funding Amount: | \$13600. |

Add

| | | | |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Innovative State and Local Public Health Strategies to Prevent and Manage Diabetes and Heart Disease and Stroke | Award Number: | 5 NU58DP006609-05-00 |
| Name of Federal Awarding Agency: | CDC | Federal Award Identification Number: | NU58DP006609 |
| Assistance Listing: | INNOVATIVE STATE AND LOCAL PUBLIC HEALTH STRATEGIES TO PREVENT AND MANAGE DIABETES AND HEART DISEASE AND STROKE | Federal Award Date: | 6/23/2022 |
| Assistance Listing | 93.435 | Funding Amount: | \$13600. |

| | | | |
|---------|--|--|--|
| Number: | | | |
|---------|--|--|--|

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 09/30/2022

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

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

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

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A - Special Provisions – 9/30/2022
San Juan County Health Department FY22 1807-1815-1817

Healthy Environments Active Living (HEAL)

I. DEFINITIONS

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

II. FUNDING

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

Total amount funded with CDC 1807 Grant (6347)

\$9,174.12

| | |
|-------------------------------|----------------------------------------------------------------|
| CFDA number | 93.439 |
| CFDA title | Assistance Programs for Chronic Disease Prevention and Control |
| Award name | State Physical Activity and Nutrition Program |
| Award number | 5 NU58DP006496-4-00 |
| Award date | June 25, 2021 |
| Annual Funding Cycle | September 30, 2021- September 29, 2022 |
| Name of Federal Agency | DHHS-PHS-CDC |
| Pass through Agency | State of Utah, Department of Health and Human Services |

Total amount funded with CDC 1815 Grant (6342)

\$8,160.00

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

Total amount funded with CDC 1817 Grant (6343)

\$27,200.00

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

B. UEI Number: MB6FBMGL85M3

C. Indirect Cost Rate: [0%]

- D. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of \$44,534.12 for expenditures made by the SUB-RECIPIENT directly related to this project as described in Section III Services A - C.
- i. Allowable expenditures are wages and salaries, fringe benefits, supplies, travel, subcontract costs, consultants and current expense.
 - ii. The SUB-RECIPIENT shall report monthly expenditures, using a separate line item for each allocation coding as shown in Section III Services, on the Monthly Expenditure Report submitted to the DEPARTMENT.
- E. By March 1, 2023, the DEPARTMENT and the SUB-RECIPIENT will jointly review expenditures to determine if at least 35% of funds have been expended on activities as allocated.
- i. If SUB-RECIPIENT is below 35% expenditures a written plan of action will be submitted by DEPARTMENT to the SUB-RECIPIENT to ensure utilization of remaining funds for contract and funding purposes.
 - ii. Over a three-year time period if, the SUB-RECIPIENT consistently underspends funds, the DEPARTMENT will work with Executive ULACHES and GOVERNANCE to determine appropriate reallocation of funds.
- F. Funds may only be used for services provided up to the maximum amounts listed in the tables in Section III Services:

III. SERVICES

| Amount | Shall be reimbursed by the DEPARTMENT for expenditures under: | Funds may be expended between: | Allocation Coding |
|------------------|---------------------------------------------------------------|----------------------------------------------|-------------------|
| Up to \$9,174.12 | CDC 1807 Grant (Physical Activity and Nutrition) | September 30, 2022 and September 29, 2023 | 6347/PN23 |

- A. The SUB-RECIPIENT shall conduct the following activities related to the 1807 grant:
- i. Strategy 1—Implement Food Service Guidelines (FSG):
 1. Eat Well Utah Award
 - a. Promote the Eat Well Utah Award.
 - ii. Strategy 2—Implement interventions supportive of breastfeeding that address workplace compliance with the federal lactation accommodation law:
 1. Lactation Accommodation Compliance
 - a. Identify at least one worksite through the Scorecard, not in compliance with the Federal Lactation Accommodation Law and provide technical assistance to help them become compliant.

- iii. Strategy 3- Implement and integrate nutrition and physical activity standards into Early Care and Education (ECE) systems:
 - 1. TOP Star
 - a. Maintain at least one trained TOP Star Consultant; promote TOP Star among childcare providers; and increase the number of childcare facilities that are TOP Star endorsed with an emphasis on re-endorsements and retention.
- iv. Strategy 4—Increase Physical Activity Opportunities:
 - 1. Active Transportation Plans
 - a. Contribute to a state database of cities and towns that have adopted Active Transportation plans.
 - 2. Transportation and Planning Coalitions
 - a. Participate in local or regional transportation and planning coalitions/committees.
 - 3. Technical Assistance to Communities
 - a. Provide technical assistance to at least one community seeking to update their general plan or active transportation plan.
 - 4. Develop State Database of Video Intercept Surveys
 - a. Conduct at least five video intercept (or audio with picture) surveys.
 - 5. Develop a parks, playgrounds, and recreation areas inventory
 - a. Conduct an inventory of parks, playgrounds, and recreation areas within the SUB-RECIPIENT'S jurisdiction, including location and features. Submit to DEPARTMENT via Catalyst.

| Amount | Shall be reimbursed by the DEPARTMENT for expenditures under: | Funds may be expended between: | Allocation Coding |
|-----------------------------------------------------|----------------------------------------------------------------------|---------------------------------------|--------------------------|
| <u>Up to \$4,080.00</u> | CDC 1815 Grant (Category A, Diabetes) | June 30, 2022 and June 29, 2023 | 6342/HRT23/DIAB |
| <u>Up to \$4,080.00</u> | CDC 1815 Grant (Category B, Heart Disease) | June 30, 2022 and June 29, 2023 | 6342/HRT23/HDST |
| <u>Up to \$1,283.80- allocated in year 4 budget</u> | CDC 1815 Grant (Category A, Diabetes) | June 30, 2022 and June 29, 2023 | 6342/HRT23/DIAB/EXAT |

| | | | |
|----------------------------------------------------|--------------------------------------------------|------------------------------------|----------------------|
| Up to \$1,110.85- allocated in year 4 budget | CDC 1815 Grant (Category B, Heart Disease) | June 30, 2022 and June 29, 2023 | 6342/HRT23/HDST/EXAT |
|----------------------------------------------------|--------------------------------------------------|------------------------------------|----------------------|

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

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

| Amount | Shall be reimbursed by the DEPARTMENT for expenditures under: | Funds may be expended between: | Allocation Coding |
|--------------------------|----------------------------------------------------------------------|-------------------------------------------|--------------------------|
| <u>Up to \$13,600.00</u> | CDC 1817 Grant (Category A, Diabetes) | September 30, 2022 and September 29, 2023 | 6343/DSM23/DIAB |
| <u>Up to \$13,600.00</u> | CDC 1817 Grant (Category B, CVD) | September 30, 2022 and September 29, 2023 | 6343/DSM23/HDST |

- C. The SUB-RECIPIENT shall conduct the following activities related to the 1817 grant:
 - i. Strategy A3- Implement tailored communications/messaging to reach underserved populations at greatest risk for type 2 diabetes to increase awareness of prediabetes and the National DPP:
 - 1. Promote the National Diabetes Prevention Program
 - a. Promote the National DPP, the diabetes risk test, and Medicaid coverage of the National DPP using Ad council,

- state-funded digital and printed materials, or other appropriate promotional materials.
- i. Strategy A5— Explore and test innovative ways to eliminate barriers to participation and retention in CDC recognized lifestyle change programs for type 2 diabetes prevention and/or ADA recognized/AADE-accredited DSMES programs for diabetes management among high burden populations.
 1. Educate Providers to Refer into diabetes management programs
 - a. Work with four clinics to educate providers on how to refer patients with diabetes to DSMES or other diabetes support programs approved by the DEPARTMENT.
 - ii. Strategy A8— Increase use of clinical decision support within the EHR to promote early detection of chronic kidney disease (CKD) in people with diabetes:
 1. Participate in the CKD subgroup of the Utah Diabetes Coalition
 - a. Continue to complete meaningful CKD interventions to Utah's healthcare community through the Utah Diabetes Coalition subgroup.
 - iii. Strategy B1- Identify patients with undiagnosed hypertension using EHRs/HIT:
 1. Undiagnosed hypertension (HTN)
 - a. Work with four clinics to develop policies/workflows to identify patients with undiagnosed HTN.
 2. Community Action Plan
 - b. Partner with four clinics and stakeholders to identify patients in the community with undiagnosed HTN.
 - iv. Strategy B2- Promote evidence-based quality measure:
 1. Stratify standard quality measures
 - a. Work with four clinics to stratify quality measures by high burden subpopulations (Blacks, African Americans, low-Income, Native Americans/Indians).
 2. Implement clinic interventions to reduce disparities
 - b. Implement clinic interventions with four clinics to identify and address barriers to achieving blood pressure control or cholesterol control.
 - v. Strategy B3- Engage non-physician team members in HTN and Cholesterol management:
 1. Implement team based care models
 - a. Implement clinic interventions with four clinics to involve non-physician healthcare providers (nurses, nurse practitioners, pharmacists, dietitians, social workers, patient navigators, community health workers, physical therapists, etc.) to identify and address barriers

to achieving blood pressure control and cholesterol control.

- vi. Strategy B4- Promote Medication Therapy Management (MTM):
 - 1. Promote and Increase MTM
 - b. Work with one community pharmacist and provider to promote and increase MTM.
- vii. Strategy B5- Engage CHWs in clinical and community settings:
 - 1. Increase CHWs in clinics
 - a. Promote and increase the use of CHWs/patient navigators in clinics for cholesterol and hypertension management and help clinics expand the role of existing CHWs to support hypertension and cholesterol management

IV. RESPONSIBILITY OF THE SUB-RECIPIENT

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

V. RESPONSIBILITY OF DEPARTMENT

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

E. The DEPARTMENT agrees to communicate annual spending to the SUB-RECIPIENT.



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department - HIV Prevention - 2018 through 2022 Amendment 6 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

The funding enables San Juan Public Health (SJPH) to provide HIV counseling, testing, case investigation, and infection control.

HISTORY/PAST ACTION

Approval of amendments to existing federal contracts with San Juan County.

FISCAL IMPACT

New total of reimbursable funding is \$5,250.00 from 2018 to 2022 with \$1,000.00 for the period January 1, 2022 to December 31, 2022.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1801905
Department Log Number

182700665
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department - HIV Prevention - 2018 through 2022 Amendment 6.
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 \$4,550.00. The funding amount will be increased by \$700.00 in federal funds. New total funding is \$5,250.00.
 2. Attachment "A" effective, January 15, 2022, is replacing Attachment "A" which was effective January 1, 2022. The document title is changed, and Article "II" Definitions, Sections B, through K, are changed, and Article "III" Funding, Section A, is changed and Subsection 6 is added.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|----------------------------------|---------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Utah HIV Surveillance and Prevention Project | Award Number: | 6 NU62PS924568-05-01 |
| Name of Federal Awarding Agency: | Centers for Disease Control and Prevention | Federal Award Identification Number: | NU62PS924568 |
| CFDA Title: | HIV PREVENTION ACTIVITIES HEALTH DEPARTMENT BASED | Federal Award Date: | 5/10/2022 |
| CFDA Number: | 93.940 | Funding Amount: | \$700.00 |

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 01/15/2022

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 # 1801905

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 Health Department - HIV Prevention - 2018 through 2022 Amendment 6

Effective Date: January 15, 2022

- I. GENERAL PURPOSE:
- A. The general purpose of this contract is to provide HIV testing, partner services and disease investigation.
- II. DEFINITIONS:
- A. "CDC" means The Centers for Disease Control and Prevention.
- B. "Department" means Utah Department of Health and Human Services, HIV and STD Prevention and Surveillance.
- C. "Education" means one-on-one discussion and distribution of educational materials.
- D. "High-risk individual" means men who has sex with men, injecting drug users, pregnant women, children of HIV-positive women, individuals with a prior STD diagnosis, hemophiliac/blood product recipients, sexual assault victims, individuals with a significant occupational exposure, individuals who exchange sex for drugs/money or other commodities, individuals with a history of alcohol/drug abuse and the sex partner of any of the above.
- E. "Network" means a collection of at least three persons believed to be part of the same web of recent and/or ongoing HIV transmission based on similarities in time of diagnosis, clinical characteristics, and residence at the time of diagnosis.
- F. "PEP" means post-exposure prophylaxis.
- G. "PrEP" means pre-exposure prophylaxis.
- H. "Rapid HIV testing" means whole blood specimens processed at the Subrecipient's clinic, with same-visit results.
- I. "Subrecipient" means Contractor and San Juan County.
- J. "UPHL" means Utah Public Health Laboratory.
- K. "UT-NEDSS" means the DEPARTMENT electronic disease surveillance system.
- III. FUNDING:
- A. New total funding is \$5,250.00.
1. \$1,000.00 for the period January 1, 2018 to December 31, 2018.
 2. \$1,000.00 for the period January 1, 2019 to December 31, 2019.
 3. \$1,250.00 for the period January 1, 2020 to December 31, 2020.
 - a. HIV Prevention - Disease Intervention Services.
 - (1) \$250.00 for the period January 1, 2020 to December 31, 2020.
 - b. Early Intervention Services - Disease Intervention Services.
 - (1) \$500.00 for the period of January 1, 2020 to June 30, 2020.
 - (2) \$500.00 for the period of July 1, 2020 to December 31, 2020.
 4. \$1,000.00 for the period January 1, 2021 to December 31, 2021.
 - a. HIV Prevention - Disease Intervention Services.
 - (1) \$500.00 for the period January 1, 2021 to December 31, 2021.

- b. Early Intervention Services - Disease Intervention Services.
 - (1) \$500.00 for the period of July 1, 2021 to December 31, 2021.
 - 5. \$300.00 for the period January 1, 2022 to December 31, 2022.
 - 6. \$700.00 for the period January 1, 2022 to December 31, 2022.
 - B. The DEPARTMENT agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the program.
 - C. The Subrecipient shall submit monthly invoices using the monthly expenditure report.
- IV. DEPARTMENT CONTACT: The day to day program and dispute contact is Kim Farley, kimfarley@utah.gov, (801) 538-6287.
- V. STANDARDS, PROTOCOLS, POLICIES/PROCEDURES, GUIDELINES:
 - A. The Subrecipient shall provide services in accordance with the following standards, protocols, policies, procedures and guidelines (in the event that the cited standards, protocols, policies, procedures and guidelines are revised or amended, the latest data will be applicable to this Contract):
 - 1. *Centers for Disease Control's HIV Counseling, Testing and Referral Standards and Guidelines, 2001;*
 - 2. *Centers for Disease Control's Technical Guidance on HIV Counseling, 1993;*
 - 3. *Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings. MMWR, September 22, 2006;*
 - 4. *Instructions/Protocols for completing CDC Counseling and Testing Worksheets, Interview Records (CDC 73.54) and Field Records (CDC 3.2936S);*
 - 5. *HIV Partner Counseling and Referral Services Guidance, December 30, 1998, Public Health Service, CDC;*
 - 6. *Advancing HIV Prevention: New Strategies for a Changing Epidemic. MMWR, April 18, 2003;*
 - 7. *Recommendations for Partners Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydial Infection. MMWR, October 30, 2008*
 - 8. *Fundamentals of HIV Prevention Counseling, 2009.*
- VI. RESPONSIBILITIES OF THE SUBRECIPIENT:
 - A. For Counseling and Testing the Subrecipient shall:
 - 1. Provide rapid HIV testing and counseling to residents residing in the Subrecipient's jurisdiction through clinic and or targeted testing efforts:
 - a. Obtain and maintain a Clinical Laboratory Improvement Amendments Certificate of Waiver to provide rapid HIV testing services;
 - b. Purchase rapid HIV testing supplies as needed.
 - 2. Conduct conventional HIV testing, collecting whole blood specimens processed by the UPHL:
 - a. Deliver whole blood specimens to the UPHL at the SUB-RECIPIENT's expense;
 - b. Meet UPHL requirements for processing including: labelling, requisition form, etc.;

3. Ensure that a minimum of 85% of individuals tested for HIV receive their results and 100% of those who test positive for HIV receive their test result in person;
 4. For newly identified HIV positive individuals, initiate follow-up for patients who fail to return for test result;
 5. Provide an active referral to HIV medical care to all individuals who test positive for HIV by scheduling a medical appointment with a medical provider at the University of Utah Hospital, Infectious Disease Clinic, or a medical provider of the patient's choosing;
 6. Provide HIV prevention referrals to all individuals being tested for HIV, regardless of sero-status, such as but not limited to the following: tuberculosis screening, sexually transmitted diseases testing, condom distribution, PrEP, PEP, Comprehensive Risk Counseling Services, and Highly Active Anti-Retroviral Therapy;
 7. Ensure that all staff conducting HIV counseling and testing have completed the HIV Testing and Counseling Training, provided by the DEPARTMENT;
 8. Submit to DEPARTMENT or enter into Evaluation Web, completed HIV Test Forms by the 15th of the month following the end of the reporting month:
 - a. Submit to DEPARTMENT or enter into EvaluationWeb, within 30 days of a positive test event, the corresponding HIV Test Form Part ONE and Part TWO information;
 - b. Create a new morbidity event in UT-NEDSS, within two working days of an individual testing positive for HIV;
 - c. Create a new contact record in UT-NEDSS for each named partner of an individual testing positive for HIV.
- B. For Case Investigation and Partner Services the Subrecipient shall:
1. Investigate all potential HIV cases assigned to the Subrecipient within 30 days of diagnosis:
 - a. Complete minimum dataset requirements, as outlined in the DEPARTMENTS HIV Disease Plan, for HIV case morbidity reports and HIV contact events (<http://health.utah.gov/epi/diseases/hivaids/plan.pdf>);
 - b. Add notes to UT-NEDSS elicited during the investigation from cases and contact events;
 - c. Verify that the individual attended a medical appointment within 30 days of client first testing positive for HIV;
 - d. Ensure all HIV case investigations assigned to the Subrecipient in UT-NEDSS receive a workflow status of "Approved by LHD" within 30 days of diagnosis;
 - e. Assist in the response and investigation of HIV network and outbreak control efforts communicated by the DEPARTMENT and the CDC;
 - f. Attend monthly network response calls when networks are identified by the DEPARTMENT that contain cases residing in the Subrecipient's jurisdiction;
 - g. Attend the new HIV diagnoses cohort review committee by sending a minimum of one representative who is prepared to discuss cases/patients;
 - h. Assist in Linkage to Care initiatives and re-engagement to care

- efforts established by the DEPARTMENT.
- i. Provide PrEP education for 80% of all MSM who are diagnosed with syphilis or gonorrhea and interviewed by the Subrecipient:
 - 1) Provide PrEP referrals;
 - 2) Provide education to partners if able.
 - j. Develop procedures to notify a spouse of a known HIV-infected patient, as described in the Public Law 104-146, Section 8(a) of the Ryan White Care Authorization Act of 1996.
2. Conduct Partner Services for Subrecipient residents who test positive for HIV within 30 days of diagnosis:
- a. Offer partner notification services to all partners of all individuals who test positive for HIV and make a minimum of three attempts, two by phone, with all contacts named during the investigation;
 - b. Offer free HIV testing to all partners of all individuals who test positive for HIV;
 - c. Record in UT-NEDSS, within 30 days of referral, information obtained from the investigation by the Disease Intervention Specialists and provides follow up on possible partners, as necessary;
 - d. Provide HIV prevention referrals to all individuals, receiving partner services regardless of sero-status, such as but not limited to the following: tuberculosis screening, sexually transmitted diseases testing, condom distribution, PrEP, PEP, Comprehensive Risk Counseling Services, and Highly Active Anti-Retroviral Therapy;
 - e. Record within 30 days of referral, in UT- NEDSS, the information obtained from the partner HIV testing and investigation by the Disease Intervention Specialists.

VII. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT agrees to:

- A. Provide information and/or updates including: standards, protocols, procedures, information on current issues, best practices, and HIV Prevention Group, etc.;
- B. Provide HIV Testing and Counseling Training;
- C. Provide technical assistance and consultation for HIV by phone, e-mail, on-site visits and written communications as needed;
- D. Provide items including: client report forms, condoms, and literature based upon availability;
- E. Provide an allotment of at least \$50.00 to be paid to the UPHL on behalf of the Subrecipient to process HIV conventional tests. Charges that exceed this allotment are the responsibility of the Subrecipient;
- F. Provide rapid HIV test kits, as funding allows.

VIII. 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: | October 18, 2022 |
| ITEM TITLE, PRESENTER: | Approval of San Juan County - Childhood Lead Poisoning Prevention and Surveillance 2021 Amendment 1 Grant by Grant Sunada, Public Health Director |
| RECOMMENDATION: | Approve |

SUMMARY

1. Contract amount is being increased.
2. Attachment "A" effective October 1, 2022 is replacing Attachment "A" which was effective October 2021. The document title is changed, Article "2" Funding, Section 2.1, is changed and Subsection 2.1.2, is added, and Subsection 2.2.1, is added, Article "3: Invoicing, Section 3.1.2, is added and Section 3.2, is changed, Article "4: Responsibilities of Subrecipient, Section 4.6, is added, and Article "5" is changed.

HISTORY/PAST ACTION

Initial contract with San Juan County was approved November 16, 2021.

FISCAL IMPACT

The contract amount is changing. The original amount was \$7,154.00. The funding amount will be increased by \$7,154.00 in federal funds. New total funding is \$14,308.00.



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

2224406
Department Log Number

222700398
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Childhood Lead Poisoning Prevention and Surveillance 2021 Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment "A" in exchange for continued services.

4. **CHANGES TO CONTRACT:**

1. The contract amount is changing. The original amount was \$7,154.00. The funding amount will be increased by \$7,154.00 in federal funds. New total funding is \$14,308.00.
2. Attachment "A" effective October 1, 2022, is replacing Attachment "A" which was effective October 2021. The document title is changed, Article "2" Funding, Section 2.1, is changed and Subsection 2.1.2, is added, and Subsection 2.2.1, is added, Article "3: Invoicing, Section 3.1.2, is added and Section 3.2, is changed, Article "4: Responsibilities of Subrecipient, Section 4.6, is added, and Article "5" is changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|----------------------------------|---------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children | Award Number: | 5 NUE2EH001421-02-00 |
| Name of Federal Awarding Agency: | US Department of Health and Human Services | Federal Award Identification Number: | NUE2EH001421 |

| | | | |
|-------------------------------|------------------------------------------------------------------------------------------------------|---------------------|-----------|
| Assistance Listing: | CHILDHOOD LEAD POISONING PREVENTION AND SURVEILLANCE OF BLOOD LEAD LEVELS IN CHILDREN | Federal Award Date: | 6/22/2022 |
| Assistance Listing Number: | 93.197 | Funding Amount: | \$7154.00 |

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 10/01/2022
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 # 2224406

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A: Special Provisions
San Juan County - Childhood Lead Poisoning Prevention and Surveillance 2021
Amendment 1
Effective Date: October 1, 2022

- 1. GENERAL PURPOSE:
 - 1.1 The general purpose of this agreement is to provide childhood lead poisoning prevention and surveillance.

- 2. FUNDING:
 - 2.1 New total funding is \$14,308.00.
 - 2.1.1 \$7,154.00 for the period October 1, 2021 to September 30, 2022.
 - 2.1.2 \$7,154.00 for the period October 1, 2022 to September 29, 2023.
 - 2.2 This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly related to the performance of this contract.
 - 2.2.1 Cost Reimbursement – Training

| <u>Description</u> | <u>Amount</u> |
|--------------------------------|---------------------------------|
| Lodging | \$600.00 |
| Mileage | \$0.44 each mile up to \$299.00 |
| Meal Per Diem | \$50.00 each day up to \$200.00 |
| Registration and Certification | \$525.00 |
| Total | Up to \$1,624.00 |
 - 2.3 The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
 - 2.4 Pass-through Agency: Utah Department of Health.
 - 2.5 Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages this Contract.

- 3. INVOICING:
 - 3.1 In addition to the General Provisions of the contract the SUBRECIPIENT must include one column for each funding source in the Monthly Expenditure Report.
 - 3.1.1 Environmental Lead.
 - 3.1.1 Environmental Lead – Training.
 - 3.2 In addition to the General Provisions of the contract the SUBRECIPIENT must submit the June invoice no later than July 15.

- 4. RESPONSIBILITIES OF SUBRECIPIENT:

The SUBRECIPIENT must:

- 4.1 Notify the DEPARTMENT when elevated blood levels are identified in the SUBRECIPIENT's jurisdiction as described in Utah Administrative Code, Rule R392-703. Injury Reporting Rule.
 - 4.2 Complete the Child Lead Risk Survey and contact the parent or guardian when elevated child blood lead levels are identified.
 - 4.2.1 Assess take home lead exposure of adult living within the household including pregnant or lactating women.
 - 4.3 Provide educational resources on the effects of lead exposure in children, the availability of free screening and testing.
 - 4.4 Request an environmental investigation from the Utah Department of Environmental Quality when a child's blood lead level on two or more consecutive tests fall within the range of 15.0 to 19.9 µg/dL, or when a single test shows a blood lead level at 20.0 µg/dL or higher.
 - 4.5 Submit a report to the DEPARTMENT no later than October 30 of each year using the DEPARTMENT's template.
 - 4.6 The SUBRECIPIENT may apply for reimbursement up to \$1,624 from the annual allowable funding amount for one staff member to obtain training and obtain a 3-year certification, administered by the Utah Department of Environmental Quality.
 - 4.6.1 The certification shall be as a Lead Based Paint Inspector, Risk Assessor, or Lead Safety for Renovation, Repair, and Painting.
5. AMENDMENTS AND TERMINATION:
- 5.1 If the Contract is not amended by add funds, the Contract shall terminate as of September 29, 2023.



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County - FY2023 Nurse Home Visiting - San Juan County Health Department Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

CHANGES TO CONTRACT:

1. The contract amount is being changed. The original amount was \$50,000. The funding amount will be increased by \$45,000 in State funds. New total funding is \$95,000.
2. Attachment A, effective 09/23/2022, is replacing Attachment A, which was effective 07/1/2022.

HISTORY/PAST ACTION

Initial contract with San Juan County was approved on June 16, 2022.

FISCAL IMPACT

The contract amount is being changed. The original amount was \$50,000. The funding amount will be increased by \$45,000 in State funds. New total funding is \$95,000.



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

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 Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase funding and to replace Attachment A, effective 09/23/2022.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$50,000. The funding amount will be increased by \$45,000 in State funds. New total funding is \$95,000.
2. Attachment A, effective 09/23/2022, is replacing Attachment A, which was effective 07/1/2022.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 09/23/2022
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 # 2216403

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A

Special Provisions

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 \$95,000
 - 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.



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

This funding supports prevention, monitoring, and management of hepatitis A, B, and C viruses.

HISTORY/PAST ACTION

Approval of amendments to existing federal contracts with San Juan County.

FISCAL IMPACT

The contract amount is being changed. The total contract amount was \$1,156.00. The funding amount will be increased by \$843.00 in federal funds for the period May 1, 2022 to April 30, 2023. New total funding is \$1,999.00. These funds are fully federally reimbursed.



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

2116014
Department Log Number

212702420
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add funding to support ongoing viral hepatitis surveillance and prevention project activities.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The total contract amount was \$1,156.00. The funding amount will be increased by \$843.00 in federal funds. New total funding is \$1,999.00.
2. Attachment A, Special Provisions, effective 5/1/2022 is replacing attachment A, Special Provisions, which was effective 5/1/2021.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|----------------------------------|----------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Integrated Viral Hepatitis Surveillance and Prevention Funding | Award Number: | 5 NU51PS005170-02-00 |
| Name of Federal Awarding Agency: | Centers for Disease Control and Prevention | Federal Award Identification Number: | NU51PS005170 |
| Assistance Listing: | CENTERS FOR DISEASE CONTROL AND PREVENTION | Federal Award Date: | 4/20/2022 |
| Assistance Listing | 93.270 | Funding Amount: | \$843 |

| | | | |
|---------|--|--|--|
| Number: | | | |
|---------|--|--|--|

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 & 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 # 2116014

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A: Special Provisions
 San Juan County Health Department – Integrated Viral Hepatitis Surveillance and Prevention
 Project
 Effective Date: May 1, 2022

- I. DEFINITIONS:
- A. “HAV” means hepatitis A virus.
 - B. “HCV” means hepatitis C virus.
 - C. “HBV” means hepatitis B virus.
 - D. “Case” means any individual identified as being currently infected with hepatitis B virus or hepatitis C virus through positive hepatitis B virus or hepatitis C virus laboratory testing.
 - E. “Case-contact” means any person identified by an acute HCV or HBV case with reported behavioral risk factors.
- II. FUNDING:
- A. New total funding is \$1,999.00.
 - 1. \$1,156.00 for the period May 1, 2021 to April 30, 2022.
 - 2. \$843.00 for the period May 1, 2022 to April 30, 2023.
 - B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly related to the program.
 - C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
 - D. Pass-through Agency: Utah Department of Health.
 - E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.
- III. INVOICING:
- A. In addition to the General Provisions of the contract the SUBRECIPIENT shall include a column for the funding source in the Monthly Expenditure Report.
 - B. The SUBRECIPIENT shall include the following column and report expenditures within the column in the Monthly Expenditure Report.
 - 1. Integrated Viral Hepatitis Surveillance and Prevention
- IV. DEPARTMENT CONTACT:
- A. The day to day operations and dispute contact is: Bree Barbeau, bbarbeau@utah.gov, (385) 321-1823.
- V. RESPONSIBILITIES OF SUBRECIPIENT:
- A. The SUBRECIPIENT shall:
 - 1. Identify and investigate cases of acute HAV, HBV, and HCV according to current disease plan procedures (http://health.utah.gov/epi/phdepts/a_z.html).
 - 2. Follow project activity guidance documents provided by the DEPARTMENT during acute HBV and HCV case and case-contact investigations.
 - 3. Follow project activity guidance to provide disease prevention education, harm reduction services and/or referrals, and other referrals as needed to acute HBV and HCV cases and case-contacts.

4. Participate on the Utah Viral Hepatitis Elimination Committee and support viral hepatitis elimination activities.
5. Collaborate with the DEPARTMENT contact to identify project activity improvements.

VI. RESPONSIBILITIES OF DEPARTMENT:

- A. The DEPARTMENT shall:
 1. Provide technical support to the SUBRECIPIENT, upon request.
 2. Provide HAV, HBV, and/or HCV training to SUBRECIPIENT, upon request.



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of the *Public Health Emergency and Healthcare Preparedness Programs – San Juan FY22 Amendment 1*, presented by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

The general purpose of this contract is to provide for the continuation of activities designed to develop, sustain, and demonstrate progress toward achieving fifteen public health preparedness capabilities as they pertain to the local public health department's purview. These capabilities are Community Preparedness, Community Recovery, Emergency Operations Coordination, Emergency Public Information and Warning, Fatality Management, Information Sharing, Mass Care, Medical Countermeasure Dispensing and Administration, Medical Materiel Management and Distribution, Medical Surge, Nonpharmaceutical Interventions, Public Health Laboratory Testing, Public Health Surveillance and Epidemiological Investigation, Responder Safety and Health, and Volunteer Management.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

This contract includes \$117,196.00 in federally reimbursable funds from July 1, 2022, through June 30, 2023. This requires local funds to match 10% of the grant amount. This amount will be \$11,719.60.



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

2221617
Department Log Number

222700181
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Emergency and Healthcare Preparedness Programs - San Juan FY22 Amendment 1.
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:** Purpose of Contract: To add Budget Period 4 funds, and to approve carryover of unused Budget Period 3 funds in order to carryout Department approved activities through budget period 4.
4. **CHANGES TO CONTRACT:**

1. Attachment A, effective 08/17/2022, is replacing Attachment A, which was effective 07/1/2021. Sections I., VI., VII., VIII., IX., IIX., of the new attachment A have changed to reflect current grant and reporting requirements.

2. Attachment B, effective 08/17/2022, is replacing Attachment B, which was effective 07/1/2021. Sections III., V., VI., of the new attachment B have changed to reflect current grant and reporting requirements.

3. Purpose of Contract: To add Budget Period 4 funds, and to approve carryover of unused Budget Period 3 funds in order to carryout Department approved activities through budget period 4.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Hospital Preparedness Program (HPP) Cooperative Agreement Public Health Emergency Preparedness (PHEP) Cooperative Agreement | Award Number: | 5 NU90TP922027-04-00 |
| Name of Federal Awarding Agency: | Assistant Secretary for Preparedness and Response Centers | Federal Award Identification Number: | NU90TP922027 |

| | | | |
|----------------------------|----------------------------------------------------------------------------|---------------------|-----------|
| | for Disease Control and Prevention | | |
| Assistance Listing: | HOSPITAL PREPAREDNESS PROGRAM (HPP) PUBLIC HEALTH EMERGENCY PREPAREDNESS | Federal Award Date: | 7/28/2022 |
| Assistance Listing Number: | 93.069 | Funding Amount: | \$117196 |

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 08/17/2022
- 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 # 2221617

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

ATTACHMENT A: SPECIAL PROVISIONS FOR LOCAL HEALTH DEPARTMENTS

Public Health Emergency Preparedness (PHEP) and

Hospital Preparedness Program (HPP) Cooperative Agreements

I. Definitions

- A. "ASPR" means the federal Administration for Strategic Preparedness and Response.
- B. "At-Risk Individuals" is defined at <https://www.phe.gov/Preparedness/planning/abc/Pages/afn-guidance.aspx>.
- C. "Budget Period" refers to the 12-month period beginning July 1 through June 30.
- D. "Budget Period 3" refers to the third budget period, July 1, 2021 through June 30, 2022 of the 2019-2024 Project Period.
- E. "Budget Period 4" refers to the third budget period, July 1, 2022 through June 30, 2023 of the 2019-2024 Project Period.
- F. "Budget Period 5" refers to the third budget period, July 1, 2023 through June 30, 2024 of the 2019-2024 Project Period.
- G. "CAT" means Coalition Assessment Tool.
- H. "CBRNE" means Chemical, Biological, Radiological, Nuclear and Explosives threat within a real planning event.
- I. "CDC" means the federal Centers for Disease Control and Prevention.
- J. "Carryover" means unspent or unobligated balance of funds from prior budget periods that the sub-recipient may request to use in the current budget period.
- K. "CFR" means the Code of Federal Regulations.
- L. "Cooperative Agreement" means the federal Hospital Preparedness Program (U3REP190560) and Public Health Emergency Preparedness Program Cooperative Agreement (NU90TP922027).
- M. "CRI" means Cities Readiness Initiative, which is a CDC program designed to enhance preparedness in the nation's largest cities and metropolitan statistical areas (MSAs).
- N. "Department" means the Utah Department of Health and Human Services, Office of Emergency Medical Services and Preparedness.
- O. "EEI" means Essential Elements of Information.
- P. "Entity" means all of the following, as defined in 2 CFR part 25: Governmental organization, which is a state, local government, or Indian tribe; a foreign public entity; a domestic or foreign nonprofit organization; a domestic or foreign for-profit organization; or a Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- Q. "ESAR-VHP" means the Emergency System for the Advanced Registration of Volunteer Health Professionals.
- R. "Executive" means officers, managing partners, or any other employees in management positions.
- S. "FOA" means Funding Opportunity Announcement.
- T. "FTE" means full-time equivalent and refers to the number of hours worked by a single employee in a week.
- U. "HCC" means regional Health Care Coalition.
- V. "HCC Readiness and Response Coordinator (RRC)" means the health care coalition coordinator.
- W. "Healthcare Preparedness Capabilities" means the four capabilities specific to healthcare referenced in National Guidance for Healthcare System Preparedness

- found at
<https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>.
- X. “HPP” means Hospital Preparedness Program, as described in the Cooperative Agreement.
 - Y. “HSEEP” means the federal Homeland Security Exercise and Evaluation Program.
 - Z. “ICS” means Incident Command System is a highly standardized, top-down, military-based management structure and tool used to meet the demands of small or large emergency and nonemergency situations.
 - AA. “IPP” means Integrated Preparedness Plan.
 - BB. “Local Health Department Preparedness Deliverable Tracker” means the living report that encompasses all required program deliverables for each program. This tracker is located within the Preparedness Partner Site, on the Local Health Department main webpage.
 - CC. “MCM” means the CDC Medical Countermeasures program.
 - DD. “MCMDD” means the CDC’s Medical Countermeasure Distribution and Dispensing.
 - EE. “MRC” means Medical Reserve Corps.
 - FF. “NIMS” means National Incident Management System which guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.
 - GG. “No-Cost Extension” means unspent or unobligated balance of funds from a prior project period that the sub-recipient may request to use in the current project period.
 - HH. “ORR” means Operational Readiness Review.
 - II. “PAHPAIA” means the Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) signed June 2019 and found at <https://www.phe.gov/Preparedness/legal/pahpa/Pages/pahpaia.aspx>.
 - JJ. “Pass-Through Entities” means a subaward provided by the Sub-recipient to carryover Department approved activities.
 - KK. “PHEP” means Public Health Emergency Preparedness.
 - LL. “POD” means Points of Dispensing for MCMs.
 - MM. “PPE” means personal protective equipment.
 - NN. “Preparedness Partner Site” means the user restricted website available to sub-recipients located at <https://sites.google.com/utah.gov/bemsp/home>.
 - OO. “Project Period” means the five year period of the 2019-2024 Cooperative Agreement, July 1, 2019 through June 30, 2024.
 - PP. “Public Health Preparedness Capabilities” means the fifteen capabilities specific to public health as identified by the CDC and referenced in the Cooperative Agreement, titled Public Health Preparedness Capabilities: National Standards for State and Local Planning, found at <https://www.cdc.gov/cpr/readiness/capabilities.htm>
 - QQ. “RDHRS” means Regional Disaster Health Response System, found at <https://aspr.hhs.gov/RDHRS/Pages/default.aspx>.
 - RR. “SNS” means the federal Strategic National Stockpile program.
 - SS. “Sub-recipient” as defined and described in the agreement between the parties titled “General Provisions and Business Associate Agreement” effective July 1, 2019 through June 30, 2024.

TT. "Total Compensation" means the cash and noncash dollar value earned by the Executive during the Department's or Sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus;
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments;
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives, and are available generally to all salaried employees;
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans;
5. Above-market earnings on deferred compensation which is not tax-qualified; and
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

UU. "Utah Responds" means the Utah ESAR-VHP system.

II. **Prevailing Purpose**

A. This contract provides for the continuation of activities designed to develop, sustain, and demonstrate progress toward achieving fifteen public health and four healthcare preparedness capabilities as they pertain to the local public health department's purview.

III. **Projects and Funding – San Juan County Health Department**

A. Attachment B - Public Health Emergency Preparedness (PHEP-Base)
\$117,196

IV. **Employee Personnel Time**

A. The Sub-recipient shall only charge employee time spent on Sub-recipient preparedness tasks and activities directly related to the program as described in this contract.

V. **Department Contact Information:**

The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:

For Program Management, contact:

Michelle Hale, Preparedness & Response Program Director

Office of Emergency Medical Services and Preparedness

(801) 419-8892

mhale@utah.gov

For general programmatic questions, contact:

The Preparedness Grants General Email Box
prepgrants@utah.gov

For financial or budget assistance, contact:

Jerry Edwards, Financial Manager
Office of Fiscal Operations, Utah Department of Health and Human Services
(801) 538-6647
jedwards@utah.gov

VI. Payments

- A. The Sub-recipient shall submit a final Monthly Expenditure Report for funding transfer no later than July 12, annually.
- B. The Department agrees to reimburse the Sub-recipient up to the maximum amount of the contract for expenditures made by the Sub-recipient directly related to the program, as defined in the LHD General Provisions.

VII. Tracking and Modifications to Programmatic and Reporting Requirements

- A. Programmatic and reporting requirements for each program are provided within succeeding attachments, as provided by the CDC and ASPR.
- B. The Department acknowledges and documents the completion of Sub-recipient programmatic and reporting requirements within the Local Health Department Preparedness Deliverable Tracker located within the Preparedness Partner Site.
- C. The Sub-recipient will submit all programmatic and reporting requirements to the Department via email at prepgrants@utah.gov, or can use a form available within the Preparedness Partner Site.
- D. Changes to programmatic and reporting requirements that occur within the contract duration will be documented within the Local Health Department Preparedness Deliverable Tracker, and will supersede the programmatic and reporting requirements as listed in the succeeding attachments. The Sub-recipient will be notified electronically of any changes to programmatic and reporting requirements and will utilize the Local Health Department Preparedness Deliverable Tracker to reference these changes throughout the term of the contract.

- VIII. Sub-recipient Procurement and Requirements for Pass-Through Entities**
- A. When procuring property and services under these Federal awards, the Sub-recipient will follow 45 CFR Parts [75.327](#) through [75.335](#).
 - B. The Sub-recipient will ensure all requirements for pass-through entities are met within 45 CFR Part 75.352.
 - C. When procuring equipment, the Sub-recipient must comply with the procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
- IX. Requests for No-Cost Extension or Carryover of Unobligated Funds**
- A. In the event that federal guidance provides a No-Cost Extension or Carryover of funds to the Department, the Sub-recipient may request a No-Cost Extension or Carryover of unobligated funds from the current budget period to the next budget period.
 - B. Requests are due by the Sub-recipient to the Department within 30-days as requested by the Department. This date fluctuates annually and is at the discretion of ASPR and the CDC.
 - C. There is no guarantee new funds will be available to continue activities in succeeding budget period(s).
 - D. Carryover limits shall be in accordance with the annual limits set by the CDC and ASPR. For the term of this grant, the Carryover limit is set at 100%.
 - E. Requests for Carryover by the Sub-recipient shall be made within the direction provided by the Department, and in accordance with CDC and ASPR requirements. .
 - F. The Department will provide notification of approved No-Cost Extension or Carryover funding requests to the Sub-recipient via email.
 - G. The Sub-Recipient shall use any approved No-Cost Extension or Carryover funds for Department-approved work plan activities which are consistent with the purpose or terms and conditions of the Federal-award to the recipient.
 - H. Approved No-Cost Extension or Carryover funds must be fully expended by June 30 of the following budget period. For example, budget period 3 ends on June 30, 2022, and approved budget period 3 carryover funds must be fully expended by June 30, 2023.
 - I. The Sub-recipient shall submit an end-of-year progress report encompassing all carryover funded activities completed during the current budget period. This report is due to the Department by August 15, annually.
- X. Redirections of Funding**
- A. The Sub-recipient shall submit budget redirection requests for new year funding to the Department no later than March 15 annually.
 - B. All redirection requests shall include:
 1. Revised budget;
 2. Revised work plan (if any activities are changed due to the funds adjustment); and
 3. Justification statement for the request, including an explanation of budget and workplan items that were changed in order to accommodate the adjustment.
- XI. Use of Funds for Response**

- A. These funds are intended primarily to support preparedness activities that help ensure state and local public health departments are prepared to prevent, detect, respond to, mitigate, and recover from a variety of public health and healthcare threats.
- B. PHEP Funds for Response
1. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and tribal governments to respond to public health threats.
 2. Some PHEP planning activities may have immediate benefits when conducted or performed simultaneously with an actual public health emergency. It is acceptable to spend PHEP funds on PHEP planning activities that benefit the response effort, as long as the activities demonstrably support progress toward achieving CDC's 15 public health preparedness and response capabilities and demonstrate related operational readiness.
 3. The Sub-recipient and the Department must receive approval from CDC to use PHEP funds during response for new activities not previously approved as part of their annual funding applications or subsequent budget change requests.
 - a) The approval process may include a budget redirection or a change in the scope of activities. Prior approval by the CDC grants management officer (GMO) is required for a change in scope under any award, regardless of whether or not there is an associated budget revision.
 - b) Any change in scope must also be consistent with the Cooperative Agreement's underlying statutory authority, Section 319C-1 of the PHS Act, applicable cost principles, the notice of funding opportunity, and Department and Sub-recipient applications, including the jurisdictional all-hazards plans.
- C. HPP Funds for Response
1. The Pandemic All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) amended section 319C-2 of the PHS Act to allow HPP funds to be used for response activities. HPP funds may, on a limited, case-by-case basis and with prior approval, be used to support response activities to the extent they are used for HPP's primary purpose: to prepare communities and hospitals for public health emergencies and to improve surge capacity. The two emergency situations when recipients may use HPP funds during a state or locally declared emergency, disaster, or public health emergency outlined in the FY 2019-2023 HPP FOA remain in effect.
 - a) ASPR may issue guidance during specific events (such as the COVID 2019 response) that may provide additional flexibility beyond what is listed in the FY 2019-2023 HPP FOA.
 - b) Using a Declared Emergency as a Training Exercise
 - (1) The request to use an actual response as a required exercise and to pay salaries with HPP funds for up to seven (7) days will be considered for approval under these conditions:
 - (a) A state or local declaration of an emergency, disaster, or public health emergency is in effect;
 - (b) No other funds are available for the cost; and
 - (c) The Sub-recipient agrees to submit within 120 days (of the conclusion of the disaster or public health emergency) an

After Action Request (AAR), a corrective action plan, and other documentation that supports the actual dollar amount spent.

- c) Note: A change in the scope of work is required to use an actual event as an exercise whether or not funds are needed to support salaries. Also, regardless of the amount of money used in response to an event, the recipient is still required to meet all the requirements of the original award.

XII. HPP Required Provisions

- A. This grant is subject to the applicable requirements of the Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations under Title 45 Code of Federal Regulations, Part 75. Any applicable statutory or regulatory requirements, including 45 CFR Part 75 and 2 CFR Part 200, directly apply to this award apart from any coverage in the HHS GPS. The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:
1. Public Health Service Act, Section 311 (42 U.S.C. 243).
 2. Terms and conditions of the award.
 3. 45 CFR Part 75; (4) HHS Grants Policy Statement.
- B. Subaward Equal Treatment. The Department, as the award Recipient, must comply with 45 CFR Part 75 and 2 CFR Part 200, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.
- C. Public Policy Requirements
1. All public policy requirements included in "Public Policy Requirements" in Part I and Part II (pages II-2 through II-24) of the HHS Grants Policy Statement (GPS) apply as appropriate. See FOA#: EP-U3R-19-001 under which this award was issued for more information.
 2. As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. The full text of this regulation is located online at <https://www.fsr.gov/>.
- D. Mandatory disclosures. The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).
- E. Accounting Records and Disclosure. Sub-recipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets,

- liabilities, outlays or expenditures, and income. Sub-recipient should expect that Department, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of federal funding.
- F. Trafficking In Persons. The Sub-Recipient must include the following requirements of this award term in any subaward made to a private entity:
1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
- G. Sub-recipients that use federal preparedness grant funds to support emergency communications activities must comply with current SAFECOM guidance for emergency communications grants, which is available on the SAFECOM webpage: <https://www.cisa.gov/safecom>.
- H. Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. To prevent disallowance of cost, the Sub-recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. The recipients' established travel policies and procedures must meet the requirements of 45 CFR Part 75.474.
1. Travel for participants other than staff (including committee members, etc.) should be listed under the cost category "other". The lowest available commercial fares for coach or equivalent accommodations must be used and are expected to follow federal travel policies found at <http://www.gsa.gov>.
 2. Travel narrative justification: Explain the purpose for all travel and how costs were determined. List any required travel, funds for local travel that are needed to attend local meetings, project activities, and training events. Local travel rate should be based on the agency's personally owned vehicle (POV) reimbursement rate, which should correspond with the GSA rate found at <http://www.gsa.gov>.
- I. Reducing Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, Sub-recipient is encouraged "to adopt and enforce policies that ban text messaging while driving company-owned or - rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order."
- J. Health and Safety Regulations and Guidelines. Grantees are responsible for meeting applicable Federal, State, and local health and safety standards and for establishing and implementing necessary measures to minimize their employees' risk of injury or

illness in activities related to ASPR grants. In addition to applicable Federal, State, and local laws and regulations, the following regulations must be followed when developing and implementing health and safety operating procedures and practices for both personnel and facilities:

1. 29 CFR 1910.1030, Blood borne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by the Occupational Health and Safety Administration (OSHA) and included in 29 CFR 1910. These regulations are available at [http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_art_number=1910.](http://www.osha.gov/pls/oshaweb/owastand.display_standard_group?p_toc_level=1&p_art_number=1910;);
2. Nuclear Regulatory Commission “standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.). Copies may be obtained from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001. The following guidelines are recommended for use in developing and implementing health and safety operating procedures and practices for both personnel and facilities;
3. Biosafety in Microbiological and Biomedical Laboratories, CDC and NIH, HHS. This publication is available at http://www.cdc.gov/OD/ohs/biosfty/bmb15/BMBL_5th_Edition.pdf.; and
4. Prudent Practices for “safety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street, NW, Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication can be obtained by telephoning 800-624-8373. It also is available at <http://www.nap.edu/catalog/4911.html>. Grantee organizations are not required to submit documented assurance of their compliance with or implementation of these regulations and guidelines. However, if requested by ASPR, grantees should be able to provide evidence that applicable Federal, State, and local health and safety standards have been considered and have been put into practice.

XIII. Funding Restrictions

- A. The Sub-recipient shall use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- B. Expenses incurred during the contract period must support activities conducted during the same period.
- C. The funding restrictions for projects funded by the CDC PHEP are as follows:
 1. Recipients may not use funds for research.
 2. Recipients may not use funds for clinical care except as allowed by law.
 3. Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
 4. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
 5. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.

6. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
 - b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - c) See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance <https://www.cdc.gov/grants/additional-requirements/ar-35.html>
7. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
8. In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or Sub-recipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability: <https://www.cdc.gov/grants/additionalrequirements/ar-35.html>
9. Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
10. Payment or reimbursement of backfilling costs for staff is not allowed.
11. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$203,700 per year.
12. Funds may not be used to purchase or support (feed) animals for labs, including mice.
13. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS.
14. Recipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.
15. Lobbying: Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:
 - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body; or

- c) See additional requirements (AR 12) for detailed guidance on the prohibition and additional guidance on lobbying for CDC recipients https://www.cdc.gov/grants/documents/antilobbying_restrictions_for_dc_grantees_july_2012.pdf.
16. Construction and Major Renovations: Recipients may not use funds for construction or major renovations.
- a) Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.
17. Passenger Road Vehicles: Funds cannot be used to purchase over-the road passenger vehicles.
- a) Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas driven motorized carts.
 - b) Sub-recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas- driven motorized carts during times of need.
 - c) Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - (1) Type of vendor;
 - (2) Number and type of vehicles, including vehicle load capacity and configuration;
 - (3) Number and type of drivers, including certification of drivers o Number and type of support personnel;
 - (4) Vendor's response time; and
 - (5) Vendor's ability to maintain cold chain, if necessary, to the incident.
 - (6) This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meetings with the designated vendor.
 - (7) All documentation should be available to the CDC project officer for review if requested.
18. Transportation of Medical Materiel: Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.
- a) Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
 - b) Recipients may purchase basic (non-motorized) trailers with prior approval from the CDC OGS.
19. Procurement of Food and Clothing: Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.

- a) Generally, funds may not be used to purchase food.
20. Vaccines: With prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- a) With prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.
- b) With prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.
- (1) Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.
- c) Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
- d) Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
- (1) Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine; and
- (2) Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
- (a) VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccines purchased from the appropriate funding source.
- e) Funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules.
- f) Funds may not be used to purchase influenza vaccines for the general public.
- g) Recipients may not use funds for clinical care except as allowed by law. For the purposes of this NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one.
21. Laboratory Supplies: Instruments, reagents and supplies for the following are not generally purchased with PHEP funding:
- a) Instruments, reagents and supplies for testing seasonal influenza;
- b) Instruments, reagents and supplies for testing rabies;
- c) Instruments, reagents and supplies for routine food testing (surveillance);
- d) Instruments, reagents and supplies for testing vaccine preventable diseases (e.g. measles, mumps, etc.);

- e) Instruments, reagents and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance);
 - f) Routine drug screening of laboratory staff; and
 - g) Influenza vaccines (for the general public).
 - h) Because recipients receive substantial assistance from CDC through other programs, recipients' set line items are funded under the appropriate program.
- D. The funding restrictions for projects funded by the ASPR HPP are as follows:
1. Executive Level II Salary Cap For FY 2022, the Consolidated Appropriations Act, 2020 (Public Law 116-94) signed into law on January 2, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary is \$203,700 annually. Funds made available by this award shall not be used by the grantee or subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of current Executive Level II compensation requirements.
 2. Gun Control. None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.
 3. Pornography. None of the funds made available through this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
 4. Lobbying Restrictions. The Sub-recipient must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, grant or cooperative agreement, the making of any federal loan, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered action.

XIV. Acknowledgment of Funding

- A. CDC Copyright Interests Provisions and Public Access Policy requires that all final, peer-reviewed manuscripts developed under the PHEP award upon acceptance for publication follow policy as provided on page 67, section 16 entitled, "Copyright Interests Provisions" of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement award CDC-RFA-TP19-1901.
- B. Publications. All Sub-recipient publications, including: research publications, press releases, other publications or documents about research that is funded by ASPR must include the following two statements:
 1. A specific acknowledgment of ASPR grant support, such as: "Research reported in this [publication/press release] was supported by the Hospital

Preparedness Program, administered by the Utah Office of Emergency Medical Services and Preparedness and the Department of Health and Human Services Office of the Administration for Strategic Preparedness and Response under award number U3REP190560." and

2. A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Office of the Administration for Strategic Preparedness and Response."

**ATTACHMENT B: PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP-Base)
SPECIAL PROVISIONS**

I. Project Objective

- A. Sub-recipient shall use Public Health Emergency Preparedness (PHEP) funding to build and sustain the fifteen Public Health Preparedness Capabilities, and the six Domain Strategies, as described in the 2019-2024 PHEP Funding Opportunity Announcement (FOA) and continuation guidance, to advance public health preparedness, ensuring that federal preparedness funds are directed to priority areas within Sub-recipient jurisdiction as identified through Sub-recipient gap assessment and strategic planning efforts.
1. The five-year project period 2019-2024 PHEP Funding Opportunity Announcement (FOA), as well as continuation guidance for successive budget periods, is located at <https://www.cdc.gov/cpr/readiness/phep.htm>.

II. Prioritization of Public Health Preparedness Capabilities

- A. Sub-recipient shall prioritize their work on and resulting investments in the 15 Public Health Preparedness Capabilities and 6 Domain Strategies based upon:
1. Their Jurisdictional Risk Assessment (JRA);
 2. An assessment of current capabilities and gaps using the Public Health Preparedness Capabilities and Sub-recipient's Capability self-assessment process;
 3. The CDC's recommended tiered strategy for Public Health Preparedness Capabilities and Domain Strategies; and
 4. Gaps identified during the COVID-19 response.
- B. Everyday Use
1. Sub-recipient shall demonstrate achievement of capabilities through different means such as exercises, planned events, and real incidents.
 2. Sub-recipient shall use routine work activities and real incidents to evaluate their public health capabilities.

III. Sub-recipient Responsibilities

- A. Sub-recipient's PHEP work plan and budget shall meet all requirements defined in this section and shall be evaluated by Department against the following criteria:
1. Whether the work plan narrative adequately describes planned activities for the budget period;
 2. Whether the budget and work plan have a reasonable relationship, correlation, and continuity, where applicable, with data from past performance;
 3. Whether the work plan includes adequate planned activities to monitor and demonstrate Pandemic and All-Hazards Preparedness and Advancing Innovation Act (PAHPAIA) and CDC defined performance measures;

4. Whether the work plan includes adequate planned activities to prioritize, build and sustain public health capabilities;
 5. Whether the work plan includes adequate planned activities which reflect progress to coordinate public health preparedness program activities and leverage program funding;
 6. Whether the budget line-items contain sufficiently detailed justifications and cost calculations; and
 7. The completeness of the work plan and budget.
 - a) Department agrees to review the PHEP work plan and budget.
 - b) Following the initial review, Department staff may call or email the Sub-recipient to collect additional information if needed.
 - c) Any programmatic questions regarding the submission requirements should be directed to the contact listed in Attachment A .
- B. Sub-recipient shall submit a PHEP work plan to Department:
1. The work plan is due annually within 30 days of contract execution, using the template provided by Department.
 2. The work plan shall include the program requirements listed in Section VI. Program Requirements.
 3. Department agrees to provide the PHEP work plan template via email thirty (30) days before the due date.
 4. The work plan must describe planned activities for each budget period within the five-year project period, and include:
 - a) Continuing efforts to build and sustain the 15 Public Health Preparedness Capabilities and six Domain Strategies;
 - b) Specific capabilities from the 15 Public Health Preparedness Capabilities and six Domain Strategies to work on in any single budget period;
 - c) The goal of working towards achieving operational readiness across all 15 Public Health Preparedness Capabilities and six Domain Strategies by the end of the current five-year project period based on their jurisdictional priorities and resources;
 - d) Building and maintaining each Capability and Domain to the scale that best meets their jurisdictional needs, so they are fully capable of responding to public health emergencies regardless of size or scenario; and
 - e) The status of each PHEP Capability in the Work Plan, including any self-selected priority Capabilities for each budget period.
- C. Sub-recipient shall submit progress reports to Department twice a year on activities performed.
1. The mid-year progress report is due annually for each budget period by January 15, and:
 - a) Includes the performance period of July 1 through December 31 within the budget period;
 - b) Be fully completed by updating all mid-year progress report sections of the work plan; and
 - c) Include a progress report on PHEP work plan activities or changes and performance measurement activities.
 2. The end-of-year progress report is due annually for each budget period by August 15, and:

- a) Encompasses the performance period of July 1 through June 30 within the budget period;
- b) Be fully completed by updating the end-of-year progress report sections of the work plan; and
- c) Include an outcome report on PHEP work plan activities and performance measurement activities.

IV. Sub-Recipient Budget Requirements

- A. Sub-recipient shall provide a detailed line-item budget and line-item justification of the funding amount to support program activities and reflect the 12-month budget period.
- B. Sub-recipient shall use Department provided budget template.
- C. Sub-recipient budget is due to the Department by July 31 or within 30 days of contract execution, whichever is later.
- D. Department agrees to distribute the budget template via email no later than thirty (30) days before the due date.
- E. Sub-recipient shall perform a substantial role in carrying out the project objectives.
- F. Sub-recipient may use funds to:
 - 1. Participate in the National Association of County and City Health Officials (NACCHO) Project Public Health Ready recognition program;
 - 2. Conduct Community Assessment for Public Health Response (CASPER) training and assessments;
 - 3. Support activities related to Environmental Public Health Tracking (EPHT);
 - 4. Enhance or sustain public health informatics;
 - 5. Maintain personnel needed to address chemical, biological, radiological, nuclear, and explosive threat response;
 - 6. Support hosting, supervising, organization, training, and deployment of Medical Reserve Corps unit for public health responses;
 - 7. Continue to develop, maintain, support, and strengthen surveillance and detection systems and epidemiological processes; and
 - 8. Enable other reasonable programmatic purposes within the scope of the PHEP capabilities.
- G. Matching of Federal Funds
 - 1. Sub-recipient shall provide non-federal contributions as a match, in the amount of 10% of the grant amount.
 - a) Sub-recipient shall include the 10% match on the submitted budget.
 - b) Sub-recipient narrative on the 10% budget match must be in the PHEP budget.
 - 2. Sub-recipient's matching funds may be provided directly (through Sub-recipient staff time) or through donations from public or private entities, which may be cash or in kind, fairly evaluated, including plant, equipment, or services.
 - 3. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining such non-federal contributions.
 - 4. Sub-recipient shall refer to 45 CFR § 75.306 for match requirements, including descriptions of acceptable match resources. Sub-recipient's

documentation of match shall follow procedures for generally accepted accounting practices and meet audit requirements.

V. Evidence-based Benchmark

- A. Sub-recipient shall demonstrate measurable progress toward achieving operational readiness across the 15 Public Health Preparedness Capabilities by the end of the current five-year project period based on their jurisdictional priorities and resources.
- B. Sub-recipient must maintain updated pandemic influenza plans to prevent, control, and mitigate the impact on the public's health.
 - 1. Plans should address ways to help meet pandemic vaccination goals for the general population and goals targeting vaccination of critical workforce personnel.

VI. Annual Requirements

- A. Sub-recipient shall determine risks and threats to the health of the jurisdiction through:
 - 1. Utilizing the Jurisdictional Risk Assessment (JRA);
 - 2. Collaboration with ASPR HPP Regional Coalitions hazard assessments; and
 - 3. Collaboration with other local partners such as emergency management for ongoing threat assessments.
- B. Sub-recipient shall ensure all program activity, including plans, partnerships, and exercises, reflect inclusion of populations with access and functional needs and providers to these populations, to include:
 - 1. Populations at risk of being disproportionately impacted by incidents;
 - 2. Community-based organizations;
 - 3. Providers serving children;
 - 4. Long-term care facilities such as nursing homes;
 - 5. Mental/behavioral health providers; and
 - 6. Tribal nations and members in the jurisdiction, if applicable.

CDC encourages intentional planning and leadership efforts that address, improve, and advance health equity among all communities.
- C. Sub-recipient shall report on the status of written emergency preparedness and response plans, annexes, and protocols in the work plan, to include:
 - 1. All hazards preparedness and response plan;
 - 2. Infectious disease response plan;
 - 3. Pandemic influenza plan;
 - 4. Medical countermeasures (MCM) plan;
 - 5. Continuity of operations (COOP) plan;
 - 6. Chemical, biological, radiological, nuclear, explosive response plan;
 - 7. Volunteer management plan;
 - 8. Communications plan;
 - 9. Non-pharmaceutical interventions plan; and
 - 10. Administrative preparedness plan.
- D. Sub-recipient shall develop an Integrated Preparedness Plan (IPP) to define public health preparedness priorities, including:

1. Participation in Department's annual integrated preparedness planning workshop (IPPW), as scheduled;
 2. Exercise and training activities shall be coordinated across Sub-recipient's jurisdiction to the maximum extent possible with the purpose of including the whole jurisdictional community; and
 3. IPPs include at least four years of progressive exercise planning.
- E. Sub-recipient shall conduct evaluation and improvement planning based on lessons learned from exercises and real events and report on improvement planning items in the work plan.
- F. Sub-recipient shall participate in Operational Readiness Review (ORR) planning, as identified by the Department, and implementation of integrated action plans on alternating budget periods, to include:
1. Submitting Operational Readiness Review documentation for review; and
 2. Submitting Operational Readiness Review integrated action plan in Sub-recipient work plan.
 3. Sub-recipients that have successfully achieved Project Public Health Ready (PPHR) recognition status will qualify for exemption from the evaluation of plans of the ORR process. Successful and active PPHR recognition will fulfill the local ORR planning requirements for the duration of the five-year recognition period.
- G. Sub-recipient shall participate as a core member of the designated ASPR HPP Regional Healthcare Coalition and support Emergency Support Function 8 (ESF-8) cross-discipline coordination with emergency management and other stakeholders.
- H. Sub-recipient shall coordinate with cross-cutting public health preparedness partners.
1. PHEP program components shall complement and be coordinated with other public health, healthcare, and emergency management programs as applicable (city/county emergency management offices, emergency medical services providers, hazmat response agencies, law enforcement, fire agencies, mental health agencies, HCCs, and educational agencies).
 2. Sub-recipient shall collaborate with their immunization program and related partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.
- I. Sub-recipient shall maintain the capability to activate and coordinate public health emergency operations, including activation of Sub-recipient incident command system (ICS) and MCM activation.
- J. Sub-recipient shall maintain a current critical contact sheet and incident command staff roster.
- K. Sub-recipient shall maintain a staff designated as Public Information Officer, trained in crisis and emergency risk communication principles.
- L. Sub-recipient shall have access to communication systems that maintain or improve reliable, resilient, interoperable, redundant information and communication systems and platforms.
- M. Sub-recipient shall maintain jurisdictional readiness to vaccinate critical workforce personnel and the general public.
- N. Sub-recipient shall annually update Receipt, Stage, and Store (RSS) site survey or additional guidance is provided by CDC on ORR components.

- O. Sub-recipient shall provide resources necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during response and recovery operations.
- P. Sub-recipient shall participate in monthly redundant communications drills with the Department.
- Q. Sub-recipient shall train on skills necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during response and recovery operations.
- R. Sub-recipient shall meet National Incident Management System (NIMS) compliance requirements.
 - 1. Sub-recipient shall adhere to national guidance and policies outlined in publications, including the National Response Framework (NRF), Presidential Policy Directive 8: National Preparedness, the National Preparedness Goal, and the National Preparedness System.
 - 2. Sub-recipient shall conduct response operations following the ICS.
 - 3. Sub-recipient shall conduct training for incident command and support personnel and test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency operations center or jurisdictional emergency operations center during a drill or real-time incidents once during the budget period.
- S. Sub-recipient shall conduct at least one annual public health exercise or drill.
 - 1. The exercise or drill shall test preparedness and response capabilities and specifically demonstrates implementation of at least one accommodation for at-risk individuals .
- T. Sub-recipient shall submit one after-action report and improvement plan (AAR/IP) for a response to a real incident or exercise conducted during each budget period within 120 days of exercise date.
- U. Sub-recipient shall report on preparedness training conducted during each budget period and describe the training's impact on their jurisdiction as part of the end-of-year report.
- V. Sub-recipient shall continue to develop, implement, test, and strengthen administrative preparedness strategies.
 - 1. Sub-recipient shall work to strengthen administrative preparedness planning, to include:
 - a) Expedited procurement;
 - b) Receipt of emergency funds;
 - c) Expedited staff hiring and reassignment; and
 - d) Emergency legal authorities.
- W. Sub-recipient shall develop and maintain capability to ensure the health and safety of public health first responders, including:
 - 1. Distribute and dispense medical and nonmedical countermeasures to public health first responders;
 - 2. Purchase personal protective equipment (PPE), support fit testing, and maintain respiratory protection programs for the public and health care sector workforce;
 - 3. Promote coordinated training and maintenance of competencies among public health first responders, health care providers including Emergency Medical Services (EMS), and others as appropriate, on the use of PPE and environmental decontamination; and
 - 4. Collaborate, develop, and implement strategies to ensure the availability of effective supplies of PPE by working with suppliers and

health care coalitions to develop plans for purchasing, caching, or redistribution/sharing.

- X. Sub-recipient shall include volunteers in training, drills, exercises, and/or real incidents to develop and maintain volunteer management competency.
 - 1. If Sub-recipient does not use volunteers, Sub-recipient shall document how they will manage volunteers in their response plan.
- Y. Sub-recipient shall submit progress reports, program, and financial data, including descriptions of:
 - 1. Progress in meeting the evidence-based benchmark;
 - 2. Accomplishments that show the impact and value of the PHEP program in Sub-recipient's jurisdiction;
 - 3. Incidents requiring activation of the emergency operations center and Incident Command System;
 - 4. Preparedness activities conducted with PHEP funds;
 - 5. Activities on which PHEP funds were spent and the recipients of the funds;
 - 6. The extent to which stated goals and objectives as outlined in the PHEP work plan have been met;
 - 7. The extent to which funds were expended consistently with the funding applications; and
 - 8. Situational awareness data during emergency response operations and other times as requested.



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of the *San Juan County - Disease Response, Evaluation, Analysis and Monitoring 2019 Amendment 3*, presented by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

This funding supports epidemiology/outbreak response, Prion disease (transmissible neurodegenerative diseases), and vaccine preventable diseases.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The contract amount is being changed. The original contract amount was \$17,518.00. The funding amount will be increased by \$4,741.00 in federal funds. New total funding is \$22,259.00. All expenses are federally funded and reimbursed per the San Juan Public Health Budget.

- Epidemiology/Outbreak Response \$2,679.00 for the period August 1, 2022 to July 31, 2023.
- Prion Disease \$696.00 for the period August 1, 2022 to July 31, 2023
- Vaccine Preventable Diseases \$696.00 for the period August 1, 2022 to July 31, 2023
- Vaccine Preventable disease – Industry & Occupation \$670.00 for the period August 1, 2022, to July 31, 2023.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2022606

Department Log Number

202700508

State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Disease Response, Evaluation, Analysis and Monitoring 2019 Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment "A" in exchange for continued services.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original contract amount was \$17,518.00. The funding amount will be increased by \$4,741.00 in federal funds. New total funding is \$22,259.00

2. Attachment "A", effective August 1, 2022, is replacing Attachment "A", which was effective August 2021.. The document title is changed. Article "I" is changed, Article "II" Definitions is changed and Section F, is changed, Article "III" Funding is changed and Section A, is changed and Subsections 1.f), 2.f), 3.f) and 4.b) are added, Article "IV" Invoicing is changed, Article "V" Department Contact is changed, and Section B, is deleted, Article "VI" Responsibilities of Subrecipient is changed, and Sections A.4, and A.5, are added, Sections B.4, and B.5, are deleted, Section C.7, is added, Section D.2, is changed and Section D.5, is deleted Article "VII" Optional Activities is changed, and Sections B, C, and D, are deleted, Article "VIII" Reports is changed, Article "IX" Amendments and Termination is added, and Article "C" Required Disclosures for Federal Awardee Performance and Integrity Information System is added.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|-----------------------|--------------------------------------|---------------|----------------------|
| Federal Program Name: | Epidemiology and Laboratory Capacity | Award Number: | 5 NU50CK000536-04-00 |
|-----------------------|--------------------------------------|---------------|----------------------|

| | | | |
|----------------------------------|--------------------------------------------------------------------|--------------------------------------|--------------|
| | for Infectious Diseases (ELC) | | |
| Name of Federal Awarding Agency: | US Department of Health and Human Services | Federal Award Identification Number: | NU50CK000536 |
| Assistance Listing: | EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC) | Federal Award Date: | 7/8/2022 |
| Assistance Listing Number: | 93.323 | Funding Amount: | \$2679.00 |

Add

| | | | |
|----------------------------------|--------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) | Award Number: | 5 NU50CK000536-04-00 |
| Name of Federal Awarding Agency: | US Department of Health and Human Services | Federal Award Identification Number: | NU50CK000536 |
| Assistance Listing: | EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC) | Federal Award Date: | 7/8/2022 |
| Assistance Listing Number: | 93.323 | Funding Amount: | \$696.00 |

Add

| | | | |
|----------------------------------|--------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) | Award Number: | 5 NU50CK000536-04-00 |
| Name of Federal Awarding Agency: | US Department of Health and Human Services | Federal Award Identification Number: | NU50CK000536 |
| Assistance Listing: | EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC) | Federal Award Date: | 7/8/2022 |
| Assistance Listing Number: | 93.323 | Funding Amount: | \$696.00 |

Add

| | | | |
|----------------------------------|--------------------------------------------------------------------|--------------------------------------|----------------------|
| Federal Program Name: | Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) | Award Number: | 5 NU50CK000536-04-00 |
| Name of Federal Awarding Agency: | US Department of Health and Human Services | Federal Award Identification Number: | NU50CK000536 |
| Assistance Listing: | EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC) | Federal Award Date: | 7/8/2022 |
| Assistance Listing Number: | 93.323 | Funding Amount: | \$670.00 |

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 08/01/2022
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 # 2022606

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A: Special Provisions
 San Juan County - Disease Response, Evaluation, Analysis and Monitoring 2019
 Amendment 3
 Effective Date: August 1, 2022

I. GENERAL PURPOSE:

- A. The general purpose of this contract is to provide cross-cutting epidemiology/outbreak response and capacity for infectious diseases such as prion and vaccine preventable diseases.

II. DEFINITIONS:

- A. "AFM" means Acute Flaccid Myelitis.
 B. "CJD" means Creutzfeldt-Jakob disease.
 C. "EpiTrax" means State of Utah disease reporting system.
 D. "Subrecipient" means Contractor and San Juan County.
 E. "UPHL" means Utah Public Health Laboratory.
 F. "Department" means Department of Health and Human Services, Disease Response, Evaluation Analysis and Monitoring.

III. FUNDING:

- A. New total funding is \$22,259.00.
1. For Cross-Cutting Epidemiology/Outbreak Response.
 - a) \$2,720.00 for the period August 1, 2019 to July 31, 2020.
 - b) \$2,720.00 for the period August 1, 2020 to July 31, 2021.
 - c) Funding reduced by \$1,200.00 for the period August 1, 2019 to July 31, 2020.
 - d) \$6,135.00 for the period August 1, 2021 to July 31, 2022.
 - e) \$2,679.00 for the period August 1, 2022 to July 31, 2023.
 2. For Prion disease.
 - a) \$680.00 for the period August 1, 2019 to July 31, 2020.
 - b) \$680.00 for the period August 1, 2020 to July 31, 2021.
 - c) Funding reduced by \$680.00 for the period August 1, 2019 to July 31, 2020.
 - d) Funding reduced by \$680.00 for the period August 1, 2020 to July 31, 2021.
 - e) \$2,068.00 for the period August 1, 2021 to July 31, 2022.
 - f) \$696.00 for the period August 1, 2022 to July 31, 2023.
 3. For Vaccine Preventable diseases.
 - a) \$707.00 for the period August 1, 2019 to July 31, 2020.
 - b) \$707.00 for the period August 1, 2020 to July 31, 2021.
 - c) Funding reduced by \$707.00 for the period August 1, 2019 to July 31, 2020.

- d) Funding reduced by \$707.00 for the period August 1, 2020 to July 31, 2021.
 - e) \$2,122.00 for the period August 1, 2021 to July 31, 2022.
 - f) \$696.00 for the period August 1, 2022 to July 31, 2023.
 - 4. For Vaccine Preventable disease – Industry & Occupation.
 - a) \$2,953.00 for the period August 1, 2021 to July 31, 2022.
 - b) \$670.00 for the period August 1, 2022 to July 31, 2023.
 - B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly related to the program.
 - C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
 - D. Pass-through Agency: Utah Department of Health.
 - E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.
- IV. INVOICING:
- A. In addition to the General Provisions of the contact the SUBRECIPIENT shall include one column for each funding source in the Monthly Expenditure Report;
 - 1. The SUBRECIPIENT shall submit the June invoice, no later than July 15 and the July invoice, no later than September 30 of each year.
 - B. The SUBRECIPIENT shall include the following columns and report expenditures within each column in the Monthly Expenditure Report.
 - 1. Cross-Cutting Epi/Outbreak Response;
 - 2. Prion disease;
 - 3. Vaccine Preventable disease;
 - 4. Vaccine Preventable disease – Industry & Occupation.
- V. DEPARTMENT CONTACT:
- A. The day-to-day operations and dispute contact is: Cindy Burnett, cburnett@utah.gov, (801) 538-6692.
- VI. RESPONSIBILITIES OF SUBRECIPIENT:
- A. For Cross-Cutting Epidemiology/Outbreak Capacity the SUBRECIPIENT shall:
 - 1. Maintain epidemiology staff sufficient to investigate and respond to outbreaks within the SUBRECIPIENT's jurisdiction;
 - 2. Comply with Disease Plans/Case Report Forms and Disease Reporting (<https://epi.health.utah.gov/plans-and-reports-a-list/>) and Centers for Disease Control and Prevention guidance for conditions found at (https://epi.health.utah.gov/wp-content/uploads/2021/12/Rpt_Disease_List_2021.pdf);
 - 3. Enter investigation findings in EpiTrax;

4. Maintain epidemiology staff sufficient to investigate and respond to outbreaks within the SUBRECIPIENT's jurisdiction;
 5. Optional Activities:
 - a. Detect, investigate, and respond to outbreaks;
 - b. Assist the DEPARTMENT in obtaining information on products that may be the source of an outbreak;
 - c. Collect and ship outbreak specimens to UPHL.
- B. For Prion disease the SUBRECIPIENT shall:
1. Maintain epidemiology staff sufficient to investigate suspect and confirmed cases of Creutzfeldt-Jakob disease reported within the SUBRECIPIENTs jurisdiction;
 2. Investigate all reported suspect or confirmed cases of prion disease and complete EpiTrax Case Mortality Rates (CMR);
 3. Discuss autopsy to confirm CJD diagnosis, connect patients with NPDPS and work with UDHHS to coordinate testing.
- C. For Vaccine Preventable diseases, the SUBRECIPIENT shall:
1. Investigate reportable vaccine-preventable disease cases and outbreaks including; diphtheria, measles, mumps, rubella, meningococcal disease, H influenzae, pertussis, S. pneumoniae, tetanus, and MIS-C;
 2. Collect and enter case data, key and enhanced variable data, etc. into EpiTrax;
 3. Work with the DEPARTMENT to ensure that all *Neisseria meningitidis* isolates from normally sterile site are sent to UPHL for serogroup/serotype confirmation testing;
 4. Work with the DEPARTMENT to ensure that all *Haemophilus influenzae* isolates from normally sterile sites are sent to UPHL for serogroup/serotype confirmation testing;
 5. Work with the DEPARTMENT to investigate and complete target variables for severe or hospitalized cases of varicella;
 6. Collaborate with the DEPARTMENT to improve the completeness of Vaccine Preventable Disease data such as, hospitalization, mortality status, vaccination status, clinical information, etc.
 7. Investigate suspect cases of AFM by communicating with medical providers, laboratories and other partners, reviewing clinical information and submitting investigation forms to the DEPARTMENT;
 - a. Case investigation may be deferred to the DEPARTMENT.
 - b. For AFM Cases, the SUBRECIPIENT may:
 - (1) Conduct six to 12 month follow up on confirmed and probably cases of AFM cases using a standardized questionnaire. Case investigate may be deferred to the DEPARTMENT.

- (2) Work with the DEPARTMENT to ensure that all AFM specimens are sent to UPHL.
- D. For Vaccine Preventable diseases – Industry & Occupation, the SUBRECIPIENT shall:
 1. Assign a lead person to this project, and provide the name of the individual to the DEPARTMENT. If there are changes, the DEPARTMENT shall be notified;
 2. Attend no less than one training session with the DEPARTMENT by July 31 of each year when offered by DEPARTMENT;
 3. When possible, collect occupation and/or industry data while conducting case investigations for infectious diseases and report to EpiTrax;
 4. Attend a workgroup meeting if DEPARTMENT makes available.
- VII. OPTIONAL ACTIVITIES:
 - A. For staff training the SUBRECIPIENT may:
 1. Participate in training on activities directly related to this contract.
- VIII. REPORTS:
 - A. For staff training, the SUBRECIPIENT shall:
 1. Submit a report to the DEPARTMENT no later than 30-days after the training;
 2. Include the following items in the report:
 - a. The employee name(s);
 - b. Name/description of the training attended;
 - c. Date of training;
 - d. Registration fee or tuition cost, if applicable;
 - e. Identify which of the following topics were covered by the training; epidemiologic methods, statistical methods, outbreak investigation and/or infectious diseases.
- IX. AMENDMENTS AND TERMINATION:
 - A. If the Contract is not amended to add funds, the Contract shall terminate as of July 31, 2023.
- X. REQUIRED DISCLOSURES FOR FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM:
 - A. Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the

prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grant Services
Bakia Parrish, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 1
2939 Flowers Road, MS-TV-2 Atlanta, GA 30341
Email: BParrish@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosure, Intake Coordinator
330 Independent Avenue
SW Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of the *Summer Food Service Program - San Juan Amendment 6* contract between the Utah Department of Health and San Juan County, Presented by Grant Sunada, Public Health Director

RECOMMENDATION: Make a motion approving the agreement.

SUMMARY

The general purpose of this contract is to provide funding for inspections of participating summer food service program sites.

AMENDMENTS:

1. The contract amount is being changed.
2. Attachment A, effective July 1, 2022, is replacing Attachment A, which was effective, July 1, 2021.

HISTORY/PAST ACTION

FISCAL IMPACT

The original amount was \$1,138.00. The funding amount will be increase by \$230.00 in federal funds. New total funding is \$1,610.00.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

1816206
Department Log Number

182700911
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Summer Food Service Program - San Juan Amendment 6.
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 increase the contract amount and replace 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 1, 2021.
 2. The contract amount is being changed. The original amount was \$1,380.00. The funding amount will be increase by \$230.00 in federal funds. New total funding is \$1,610.00.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health 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 # 1816206

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
Summer Food Service Program –San Juan County Amendment 6
Effective Date: July 1, 2022

- I. GENERAL PURPOSE:
- A. The general purpose of this contract is to increase the contract amount and replace Attachment “A” in exchange for continued service.
- II. DEFINITIONS:
- A. “Contractor” means San Juan County on behalf of San Juan County Health Department.
- B. “Department” means Utah Department of Health and Human Services, Environmental Sanitation.
- III. RESPONSIBILITIES OF THE CONTRACTOR:
- For the Summer Food Service Program, the CONTRACTOR shall:
- A. Inspect each site participating in the Summer Food Service Program within the CONTRACTOR’s jurisdiction, or as assigned by the DEPARTMENT, during a time when food is served to determine compliance with food safety procedures according to Rule R392-100, Food Service Sanitation.
- B. Complete the CONTRACTOR’s food service inspection form for at least one inspection on each site participating in the Summer Food Service Program sites.
- C. Contact the DEPARTMENT within two working days of the inspection date when a Priority Item violation is noted on the inspection form or other issues are documented which would normally require a follow-up inspection, as per Rule R392-100, and were not corrected on-site during the inspection.
1. Notification shall include a copy of the inspection report and a copy of the corrective action plan as discussed with the operator. Notification shall be sent via email.
- D. Submit a report to the DEPARTMENT no later than September 1, of each year which summarizes inspections conducted at Summer Food Program sites and include copies of the Inspection Reports.
- IV. RESPONSIBILITIES OF THE DEPARTMENT:
- The DEPARTMENT agrees to:
- A. Provide a list of participating sites in the CONTRACTOR’s jurisdiction.
- V. REPORTING:
- The CONTRACTOR shall:
- A. Submit a final report to the DEPARTMENT by September 1, 2022, which summarizes inspections conducted at Summer Food Program sites and include copies of the Inspection Reports.

VI. FUNDING:

- A. New total funding is \$1,610.00.
1. \$460.00 for the period July 1, 2018 to June 30, 2019.
 2. \$230.00 for the period July 1, 2019 to June 30, 2020.
 3. \$230.00 for the period July 1, 2020 to June 30, 2021.
 4. \$75.00 for the period July 1, 2020 to June 30, 2021.
 5. \$40.00 for the period July 1, 2020 to June 30, 2021
 6. \$345.00 for the period July 1, 2021 to June 30, 2022.
 7. \$230.00 for the period July 1, 2022 to June 30, 2023.
- B. This is a Fee for Service contract. The CONTRACTOR shall bill the DEPARTMENT for units of service rendered directly related to the performance of this contract.
1. Fixed Price

| <u>Description</u> | <u>Amount</u> |
|--------------------|---------------|
| Site Inspection | \$115.00 each |
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the contract pages of this Contract.
- D. Pass-through Agency: Utah Department of Health.
- E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of this Contract.

VII. AMENDMENTS AND TERMINATION:

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



COMMISSION STAFF REPORT

| | |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | October 18, 2022 |
| ITEM TITLE, PRESENTER: | Consideration and Approval of Maternal and Child Health FFY 2021 – San Juan County Health Department Amendment 5 by Grant Sunada, Public Health Director |
| RECOMMENDATION: | Approve |

SUMMARY

This funding supports Maternal and Child Health promotion, including breastfeeding promotion (such as peer support), the Promoting Developmental Health program (Ages & Stages Questionnaire - ASQ), and addressing post-partum depression.

HISTORY/PAST ACTION

Approval of amendments to existing federal contracts with San Juan County.

FISCAL IMPACT

The contract amount is being changed. The original amount was \$48,480. The funding amount will be increased by \$16,160 in federal funds. New total funding is \$64,640. These funds are fully federally reimbursed.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2125207
Department Log Number

212700505
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Maternal and Child Health FFY 2021 – San Juan County Health Department Amendment 5.
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 3rd and 4th quarter funding for Federal Fiscal Year 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 \$48,480. The funding amount will be increased by \$16,160 in federal funds. New total funding is \$64,640.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|----------------------------------|--------------------------------------------------------------|--------------------------------------|--------------------|
| Federal Program Name: | Maternal and Child Health Services | Award Number: | 6 B04MC45247-01-01 |
| Name of Federal Awarding Agency: | HRSA | Federal Award Identification Number: | B0445247 |
| CFDA Title: | MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES | Federal Award Date: | 12/16/2021 |
| CFDA Number: | 93.994 | Funding Amount: | \$16160 |

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 04/01/2022

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 # 2125207

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



Extension
Utah State University



Utah State University (USU) Extension provides research-based programs and resources with the goal of improving the lives of individuals, families, and communities throughout Utah. USU Extension operates through a cooperative agreement between the United States Department of Agriculture, Utah State University, and county governments.

- Founded in 1914 as part of the Smith-Lever Act, USU Extension plays a primary role in helping USU fulfill its land-grant mission.

San Juan County Extension Faculty and Staff:

Reagan Wytsalucy, Agriculture (AG) | Natural Resources (NR) | 4-H Extension Assistant Professor
Hiring, Family and Consumer Science (FCS) | 4-H Assistant Professor
Hiring, Staff Assistant
Erin Shepard, 4-H Coordinator
Kristin Black, Create Better Health Coordinator
Jason Stash, Community Garden Coordinator
Chantel Valdez, Afterschool Site Coordinator- Over sees 4 Afterschool Educators

Funding Programs:

| Table 1. Summary of Grants and In-kind Contributions Funding | |
|---------------------------------------------------------------------|--------------------|
| Funding Source | Amount (\$) |
| Total value of external grants funded | \$1,474,791 |
| Total value of internal grants funded | \$61,603 |
| Total value of in-kind contributions received | \$9,533 |
| Total Funded | \$1,545,927 |
| Total value of pending grants | \$0 |
| Total value of Funded and Pending grants | \$1,545,927 |

^Totals reflect programming March 1, 2019 - August 31, 2022.

Programs:

AG and NR:

- Crop Schools
- Livestock Schools
- Master Gardeners
- Small Farm/ garden Expo
- Community Gardening/ Incubator Farming
- Sheep Producers Workshops
- Navajo Water Rights
- Watts of Love Solar Lights
- Navajo Peach Restoration

- Food Preservation
- Mental Health Education
- Aging Resources

4-H:

- Jr. Livestock Club(s)
- Jr. Master Gardener Club
- Native American Agriculture Curriculum
- Agribusiness Camps
- 4-H Afterschool- Blanding Elementary
- Horse Club
- Quilting Club

FCS:

- Create Better Health Programing
- Family Relations
- Childhood Nutrition

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 16.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

Opinions

We have audited the accompanying financial statements of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District (a component unit of San Juan County), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of San Juan Mental Health/Substance Abuse Service District as of December 31, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of San Juan Mental Health/Substance Abuse Special Service District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



Responsibilities of Management for the Financial Statements (continued)

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about San Juan Mental Health/Substance Abuse Special Service District's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about San Juan Mental Health/Substance Abuse Special Service District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, on pages 4-10 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2022, on our consideration of San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting and compliance.

SMUIN, RICH & MARSING

Price, Utah
June 24, 2022



**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2021**

Our discussion and analysis of San Juan Mental Health\Substance Abuse Special Service District's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2021. All of the financial activity results from "business-type" activities.

FINANCIAL HIGHLIGHTS

- ❖ Total Revenues from business activities increased to \$3,641,327 in 2021 from \$3,241,464 in 2020. An increase of 12.34% in revenue for 2021 compared to an increase of 19.06% in 2020. (The increase in revenue is mainly attributable to an increase in charges for services and money received from grants and contributions.)
- ❖ Total business expenses increased to \$3,178,672 in 2021 from \$3,110,812 in 2020. An increase of 2.18% during 2021 compared to an increase of 4.89% in 2020. (The increase in expenditures is related to several factors, but mainly increases in professional services in 2021.)
- ❖ Non-operating revenues and expenses for the district were as follows:
 - a. Interest earned in 2021 totaled \$3,105 as compared to \$9,941 in 2020. The decrease in earnings was due to a decrease in interest rates.
 - b. Net position during 2021 increased by \$462,655 as compared to a \$130,652 increase for 2020. The large difference is due to the District's increase in more revenue (12.34%), compared to a smaller increase in expenses (2.18%) in 2021.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The financial reports: Statement of Net Position, Statement of Revenues, Expenses and Changes in Fund Net Position and Statement of Cash Flows, comprise pages 11-16. Governmental accounting practices that are standard and acceptable have been used and followed in preparation of these reports. The purpose of the financial reports is to identify Revenues and Expenses resulting from business activities. The net income or (loss) from operations, adjusted for depreciation, identifies the need for further analysis of contracts and programs with their related expenses. Certain key financial ratios taken from the Statement of Net Position helps identify financial strength and liquidity. Since the District is operated as an enterprise fund, there are no fund statements presented because all operations of the District are reported using the accrual method of accounting.

REPORTING THE DISTRICT BUSINESS OPERATIONS

Our analysis of the District as a whole begins on page 11. The key financial reports, prepared from our information by our independent auditors, provide the accounting from which schedules in this report have been created. The Statement of Net Position and Statement of Revenues, Expenses and Changes in Fund Net Position summarize the District's business operations for the year and provide a basis for assessing financial strengths and weaknesses. From these reports, trends are monitored, and budgets are prepared for future periods. These reports are prepared using the accrual accounting method, which is similar to the accounting methods used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received, or payment made.

In the Statement of Net Position and the Statement of Revenues, Expenses and Changes in Fund Net Position, the District shows all of the activities in one fund.

- ❖ Business-type activities – The District charges Medicaid, contracts, insurances and patients for their individual care and treatments that are provided. Charges for these services are based on cost study reports and reimbursement rates that have been established by our contracts. We realize that a portion of our services are unrecoverable and written off, but we constantly monitor the services we provide and the subsequent collection for these services and evaluate what areas need to be improved. Although San Juan County funds are received, these funds are used to pay the required match for our Medicaid mental health and substance abuse contracts.

REPORTING THE DISTRICT'S SIGNIFICANT FUND

The District has only one fund, which accounts for the activity of the District. The entity-wide financial statements, which begin on page 10, provide detailed information about the operations of the District as a whole. The District's only fund is operated as an enterprise fund. Enterprise funds are reported using an accrual accounting method, which records expenses when they are incurred and records revenues when they are earned. The District does not have any governmental type funds.

THE DISTRICT AS A TRUSTEE

The District is a trustee. The District is responsible for other assets that because of a trust arrangement can be used only for the trust beneficiaries. All of the District's fiduciary activities are reported in a separate Statement of Fiduciary Net Position and Changes in Fiduciary Net Position on pages 17 and 18. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in this fund are used for their intended purposes.

THE DISTRICT'S KEY FINANCIAL REPORTS

NET POSITION REPORT

| | BUSINESS- TYPE ACTIVITIES 2021 | BUSINESS- TYPE ACTIVITIES 2020 |
|-----------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| | <u> </u> | <u> </u> |
| ASSETS | | |
| Current and other assets | \$ 1,585,691 | \$ 1,589,219 |
| Capital assets | <u>2,701,021</u> | <u>2,760,108</u> |
| Total assets | <u>\$ 4,286,712</u> | <u>\$ 4,349,327</u> |
| Deferred outflows of resources | <u>\$ 229,651</u> | <u>\$ 217,824</u> |
| Total assets and deferred outflows of resources | <u>\$ 4,516,363</u> | <u>\$ 4,567,151</u> |
| LIABILITIES | | |
| Current and other liabilities | \$ 199,613 | \$ 541,087 |
| Long-term liabilities | <u>947,740</u> | <u>1,231,943</u> |
| Total liabilities | <u>\$ 1,147,353</u> | <u>\$ 1,773,030</u> |
| Deferred inflows of resources | <u>\$ 286,935</u> | <u>\$ 174,701</u> |
| Total liabilities and deferred inflows of resources | <u>\$ 1,434,288</u> | <u>\$ 1,947,731</u> |
| NET POSITION | | |
| Net investment in capital assets | \$ 1,868,341 | \$ 1,660,111 |
| Restricted | 798,078 | 757,607 |
| Unrestricted | <u>415,656</u> | <u>201,702</u> |
| Total net position | <u>\$ 3,082,075</u> | <u>\$ 2,619,420</u> |

The net position total of the District for 2021 is \$3,082,075. *Unrestricted* net position – the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – is \$415,656. The net position is used to finance the continuing operations of providing services to the mental health and substance abuse facility.

The District's Board adopted a resolution, restricting retained earnings for ninety days of operational budget, funds for compensated absences and capital outlay, as well as the bond reserve requirements. The balance has changed from 2020 to 2021. An increase in the current year expenses, compensated absences liability and capital outlay set aside have caused a different calculation needed for the reserved retained earnings.

A key financial ratio - the Current Ratio - is calculated by dividing current assets by current liabilities. This ratio is an indicator of liquidity and ability to pay current operational bills. The ratio for the year ending December 31, 2021, is 7.94 compared to 2.94 for 2020. The District's ratio indicates a moderate liquidity position with an increase during the current year.

| | BUSINESS-TYPE ACTIVITIES 2021 | BUSINESS-TYPE ACTIVITIES 2020 |
|----------------------------------|----------------------------------------------|----------------------------------------------|
| REVENUES | | |
| Program Revenues: | | |
| Charges for services | \$ 1,854,455 | \$ 1,736,536 |
| Grants and contributions | 1,755,496 | 1,467,680 |
| General Revenues: | | |
| Interest income - not restricted | 3,105 | 9,941 |
| Other revenues | 28,271 | 27,307 |
| Total revenues | <u>\$ 3,641,327</u> | <u>\$ 3,241,464</u> |
| EXPENSES | | |
| Program Expense: | | |
| Salaries and fringe | \$ 1,782,312 | \$ 1,784,891 |
| Consulting\contract services | 372,371 | 273,443 |
| Materials and supplies | 126,251 | 73,146 |
| Utilities | 38,753 | 29,830 |
| Insurance | 48,380 | 44,964 |
| Depreciation | 123,373 | 114,746 |
| Repairs and maintenance | 5,249 | 5,988 |
| Medicaid match | 437,400 | 437,400 |
| Other | 244,583 | 346,404 |
| Total expenses | <u>\$ 3,178,672</u> | <u>\$ 3,110,812</u> |
| Change in net position | <u>\$ 462,655</u> | <u>\$ 130,652</u> |
| Net position - beginning | \$ 2,619,420 | \$ 2,488,768 |
| Net position - ending | <u>3,082,075</u> | <u>2,619,420</u> |
| Change in net position | <u>\$ 462,655</u> | <u>\$ 130,652</u> |

The District's increase in net position is due to many factors, the main factors are as follows: The District had \$117,919 more in charges from services and received \$287,816 more in contributions. The ability to continue to operate efficiently and provide the necessary services for the County continues to be the main goal and focus of the District. The District realizes that fluctuations will occur from year to year and all need to work together to achieve our goals. The District believes that changes might need to be made to continue to be effective in the future.

CASH SOURCES AND USES

| | 2021 | 2020 |
|-------------------------------------------------------|----------------------------|----------------------------|
| Beginning cash balance as of January 1, | <u>\$ 1,157,945</u> | <u>\$ 1,171,327</u> |
| Change in operating net position: | \$ 470,451 | \$ 128,588 |
| Depreciation (source of cash) | 123,373 | 114,746 |
| Accounts receivable decrease (source of cash) | 5,695 | 18,141 |
| Due from other governments increase (use of cash) | (2,676) | (245,014) |
| Prepaid expenses decrease (source of cash) | 2,744 | (3,789) |
| Deferred outflows of resources increase (use of cash) | (11,827) | 146,067 |
| Accounts payable decrease (use of cash) | (294,651) | 285,003 |
| Wages and payroll liabilities decrease (use of cash) | (46,935) | 27,329 |
| Deferred inflows of resources increase (use of cash) | 112,234 | 122,296 |
| Net pension liability decrease (use of cash) | (226,692) | (269,870) |
| Compensated absences decrease (use of cash) | (32,551) | 13,486 |
| Interest income (source of cash) | 3,105 | 9,941 |
| Proceeds from debt (source of cash) | | |
| Capital asset costs and debt payments (use of cash) | <u>(100,035)</u> | <u>(360,306)</u> |
| Total change in net assets | <u>\$ 2,235</u> | <u>\$ (13,382)</u> |
| Ending cash balance as of December 31, | <u><u>\$ 1,160,180</u></u> | <u><u>\$ 1,157,945</u></u> |

Use of funds is controlled and authorized by the District's board of directors. The board of directors relies heavily on key personnel that are responsible to oversee the day-to-day operations. The executive director and business manager are crucial to the supervising and monitoring of the mental health facility. The board reviews the monthly financial information, compares year to date expenses to budget and makes necessary suggestions and/or corrections. All major, capital expenditures are approved by the board of directors. The board of directors approves an annual operational budget and forwards it to the County Commission and also submits copies of the budget to the State Auditor as required by Utah State law.

BUSINESS ACTIVITIES AND PURPOSES

Revenues for the District are generated by providing services to clientele who meet the mental health, substance abuse, or other abuse criteria. Since the District has several grants and contracts, they are able to provide services for a broader spectrum of individuals. The District receives payments from several different sources. Funds come from Medicaid mental health and substance abuse, insurance companies, private individuals, federal and state grants and County match contributions. The District provides services to low-income individuals and the amount that they are required to pay depends on their income. A certain amount of these services are generally considered charity work or free care.

The objective and purpose of the District is to provide mental health and substance abuse facilities with responsible, well-trained professionals who can render assistance to individuals in San Juan County. As the need for these services continues to fluctuate, the District is striving to have in place, sufficient personnel and facilities.

DEBT MANAGEMENT

As of December 31, 2021, the District had \$832,680 in capital leases payable. More detailed information about the District's long-term liabilities is presented in note 11 on page 37 of this report.

CAPITAL ASSETS

As of December 31, 2021, the District had net capital assets of \$2,701,021. The District purchased a new 2020 Nissan and has completed improvements for the Sober House Remodel. The following table shows the balance of assets.

Capital Assets at Year-end (Net of Depreciation) 2021 and 2020

| | Business-Type Activities | |
|--------------------|---------------------------------|---------------------|
| | 2021 | 2020 |
| Land | \$ 126,000 | \$ 126,000 |
| Work in process | | 291,290 |
| Buildings | 2,457,889 | 2,258,487 |
| Improvements | 18,976 | |
| Equipment | 98,156 | 84,331 |
| Net capital assets | <u>\$ 2,701,021</u> | <u>\$ 2,760,108</u> |

This year's major additions included: Purchase of 2020 Nissan Rogue and completion of improvements to Sober House.

BUDGETARY HIGHLIGHTS

The 2021 budget was adopted for the current year on December 14, 2020. Since the District operates as an enterprise fund, it is only required to comply with the budget on an entity wide basis. The original budget submitted to the Utah State Auditor's Office was \$3,429,988 and the amended budget was \$3,724,987. After the auditor's adjustments, the actual expenditures amounted to \$3,178,672.

ECONOMIC FORECAST AND FUTURE BUDGET

San Juan Counseling continues to provide a return on the mental health investment that includes both cost avoidance and revenue generation. It is assumed that by improving the mental health of the residents of San Juan County, the costs associated with criminal and juvenile justice and law enforcement programs will be reduced, as well as state child welfare expenses, state, county and private homelessness allocations and general health care expenditures. Communities benefit as clients become healthy and productive citizens.

Through Medicaid capitation and recent Medicaid expansion, San Juan Counseling has been able to grow our service to clients. It has increased revenue and improved ability to provide services to residents of San Juan County. San Juan County commissioners have been very supportive of the move despite their increased financial obligation to provide funds for Medicaid Match. Additionally, San Juan Counseling is fortunate to receive strong support from San Juan County. The County is committed to provide mental health and substance use disorder treatment and prevention services to their residents.

San Juan Counseling continues to work to increase services throughout the County. As additional funding becomes available, services will be extended to more area schools. San Juan Counseling will continue to monitor opportunities for expansion throughout the whole County. In 2020 San Juan Counseling received funding to start a Mobile Crisis Response Team (MCOT). Additional services brought through the MCOT team has helped to increase services throughout the County. The MCOT funding is expected to continue.

Due to the recent behavioral health professionals hiring crisis, San Juan Counseling is currently understaffed. San Juan Counseling will continue to look at ways to keep service levels appropriate and meet the needs to the best of their ability. The current hiring crisis could possibly have future funding impacts and San Juan Counseling will work to mitigate those impacts as appropriate.

San Juan Counseling will continue to provide the required services mandated by the local authority and operate within the projected budgets prepared for the local authority.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of San Juan Mental Health\Substance Abuse Special Service District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Business Administrator or Executive Director of San Juan Counseling at 735 S. 200 W. Suite 1, Blanding, Utah, 84511.

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2021**

BUSINESS-TYPE ACTIVITY
ENTERPRISE FUND

MENTAL HEALTH FACILITY

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Current Assets:

| | |
|--------------------------------------------|--------------|
| Cash and cash equivalents | \$ 1,128,900 |
| Cash and cash equivalents - restricted | 31,280 |
| Investment, at cost | 1,575 |
| Accounts receivable (net, after allowance) | 10,242 |
| Due from other governments | 382,739 |
| Prepaid expenses | 30,955 |
| | \$ 1,585,691 |
| Total current assets | \$ 1,585,691 |

Noncurrent Assets:

| | |
|-------------------------|--------------|
| Capital Assets: (net) | |
| Land | \$ 126,000 |
| Work in process | |
| Buildings | 2,457,889 |
| Improvements | 18,976 |
| Equipment | 98,156 |
| | \$ 2,701,021 |
| Total noncurrent assets | \$ 2,701,021 |

| | |
|------------------------------------------------------|------------|
| Deferred outflows of resources - related to pensions | \$ 229,651 |
|------------------------------------------------------|------------|

| | |
|--------------------------------------|------------|
| Total deferred outflows of resources | \$ 229,651 |
|--------------------------------------|------------|

| | |
|-------------------------------------------------|--------------|
| Total assets and deferred outflows of resources | \$ 4,516,363 |
|-------------------------------------------------|--------------|

"The accompanying notes are an integral part of this statement."

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2021

BUSINESS-TYPE ACTIVITY
ENTERPRISE FUND

MENTAL HEALTH FACILITY

LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

Current liabilities:

| | | |
|----------------------------------------------|--------|--------------------|
| Accounts payable | \$ | 37,167 |
| Accrued wages payable | | 81,688 |
| Payroll taxes payable | | 49,438 |
| Accrued interest payable | | 6,360 |
| Capital leases payable - Due within one year | | <u>24,960</u> |
| Total current liabilities | \$ | <u>199,613</u> |

Noncurrent liabilities:

| | | |
|----------------------------------------------------|--------|--------------------|
| Net pension liability | \$ | 38,123 |
| Compensated absences | | 101,897 |
| Capital leases payable - Due in more than one year | | <u>807,720</u> |
| Total noncurrent liabilities | \$ | <u>947,740</u> |

| | | |
|-----------------------------------------------------|----|----------------|
| Deferred inflows of resources - related to pensions | \$ | <u>286,935</u> |
|-----------------------------------------------------|----|----------------|

| | | |
|-------------------------------------|----|----------------|
| Total deferred inflows of resources | \$ | <u>286,935</u> |
|-------------------------------------|----|----------------|

| | | |
|-----------------------------------------------------|----|------------------|
| Total liabilities and deferred inflows of resources | \$ | <u>1,434,288</u> |
|-----------------------------------------------------|----|------------------|

NET POSITION

| | | |
|-----------------------------------------------------------------------|--------|-----------------------------|
| Net Investment in capital assets | \$ | 1,868,341 |
| Restricted for debt and capital outlay | | 798,078 |
| Unrestricted | | <u>415,656</u> |
| Total net position | \$ | <u>3,082,075</u> |
| Total liabilities, deferred inflows of resources and net position | \$ | <u><u>4,516,363</u></u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021**

| | BUSINESS-TYPE ACTIVITY ENTERPRISE FUND |
|--------------------------------------------------|-------------------------------------------|
| | MENTAL HEALTH FACILITY |
| Operating Revenues: | |
| Charge for services - Medicaid/Private pay/Other | \$ 1,854,455 |
| Intergovernmental | 1,755,496 |
| Miscellaneous | 23,711 |
| Total operating revenue | \$ 3,633,662 |
| Operating Expenses: | |
| Salaries and benefits | \$ 1,782,312 |
| Subscriptions and memberships | 2,118 |
| Professional services | 372,371 |
| Travel | 17,672 |
| Office expense | 31,733 |
| Utilities | 38,753 |
| Operating supplies | 126,251 |
| Depreciation | 123,373 |
| Maintenance and operation | 5,249 |
| Training | 8,786 |
| Insurance | 48,380 |
| Board expenses | 1,821 |
| Food | 27,634 |
| Clinical material | 3,830 |
| Communications | 17,739 |
| Vehicle expense | 13,650 |
| Hospitalization | 54,274 |
| Medicaid match | 437,400 |
| Bank charges | 6,125 |
| Mortgage/Rent expense | 22,800 |
| Miscellaneous | 20,940 |
| Total operating expenses | \$ 3,163,211 |
| Operating income (loss) | \$ 470,451 |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
 SPECIAL SERVICE DISTRICT
 (A COMPONENT UNIT OF SAN JUAN COUNTY)
 STATEMENT OF REVENUES, EXPENSES AND
 CHANGES IN FUND NET POSITION
 PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021**

| | <u>BUSINESS-TYPE ACTIVITY ENTERPRISE FUND</u> |
|--------------------------------------------------|------------------------------------------------------------------------|
| | <u>MENTAL HEALTH FACILITY</u> |
| Non-operating Revenues (Expenses) | |
| Interest income | \$ 3,105 |
| Gain on asset disposal | 4,560 |
| Debt interest/fees | <u>(15,461)</u> |
| Total non-operating revenues (expenses) | <u>\$ (7,796)</u> |
| Change in net position | \$ 462,655 |
| Total net position, January 1, 2021 | <u>2,619,420</u> |
| Total net position, December 31, 2021 | <u><u>\$ 3,082,075</u></u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF CASH FLOWS PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021**

| | | |
|--------------------------------------------------------------------|-----------------|----------------------------|
| Cash flows from operating activities: | | |
| Cash received for services | \$ 1,860,150 | |
| Cash payments to suppliers for goods and services | (1,549,434) | |
| Cash payments to employees for services | (1,988,082) | |
| Intergovernmental | 1,752,820 | |
| Other operating revenues | <u>23,711</u> | |
| Net cash provided (used) by operating activities | | \$ 99,165 |
| Cash flows from capital and related financing activities: | | |
| Acquisition of capital assets | \$ (64,286) | |
| Proceeds from sale of capital assets | <u>4,560</u> | |
| Net cash provided (used) by noncapital financing activities | | (59,726) |
| Cash flows from investing and related financing activities: | | |
| Principal paid on revenue bonds | \$ (23,960) | |
| Interest/fees paid on revenue bonds | <u>(16,349)</u> | |
| Net cash provided by capital and related financing activities | | (40,309) |
| Cash flow from investing activities: | | |
| Interest on investments received | <u>\$ 3,105</u> | |
| Net cash provided by investing activities | | <u>3,105</u> |
| Net increase/(decrease) in cash and cash equivalents | | \$ 2,235 |
| Cash and cash equivalents at January 1, 2021 | | <u>1,157,945</u> |
| Cash and cash equivalents at December 31, 2021 | | <u><u>\$ 1,160,180</u></u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
 SPECIAL SERVICE DISTRICT
 (A COMPONENT UNIT OF SAN JUAN COUNTY)
 STATEMENT OF CASH FLOWS PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021**

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

| | | |
|-----------------------------------------------------------------------------------------|------------|-------------------------|
| Operating income (loss) | | \$ 470,451 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | | |
| Depreciation | \$ 123,373 | |
| Change in assets and liabilities: | | |
| Increase in due from other governments | (2,676) | |
| Decrease in accounts receivable | 5,695 | |
| Decrease in prepaid expense | 2,744 | |
| Increase in deferred outflows of resources | (11,827) | |
| Decrease in accounts payable | (294,651) | |
| Decrease in wages payable | (20,366) | |
| Decrease in accrued liabilities | (26,569) | |
| Decrease in net pension liabilities | (226,692) | |
| Increase in deferred inflows of resources | 112,234 | |
| Decrease in compensated absences | (32,551) | |
| Total adjustments | | <u>(371,286)</u> |
| Net cash used by operating activities | | <u><u>\$ 99,165</u></u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2021**

| | <u>PRIVATE PURPOSE TRUST</u> |
|-------------------------------------|--------------------------------------|
| <u>ASSETS</u> | |
| Cash and cash equivalents | <u>\$ 12,912</u> |
| Total assets | <u><u>\$ 12,912</u></u> |
| <u>LIABILITIES AND NET POSITION</u> | |
| Liabilities | <u> </u> |
| Total liabilities | <u>\$...</u> |
| Net position | |
| Held in trust | <u>\$ 12,912</u> |
| Total net position | <u><u>\$ 12,912</u></u> |
| Total liabilities and net position | <u><u>\$ 12,912</u></u> |

"The notes to the financial statements are an integral part of this statement."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2021**

| | <u>PRIVATE PURPOSE TRUST</u> |
|--------------------------------------|--------------------------------------|
| ADDITIONS/CONTRIBUTIONS: | |
| Social security administration | <u>\$ 126,657</u> |
| Total additions | <u>\$ 126,657</u> |
| DEDUCTIONS: | |
| Client expenses | <u>\$ 137,572</u> |
| Total deductions | <u>\$ 137,572</u> |
| Change in net position | <u>\$ (10,915)</u> |
| NET POSITION - Beginning of the year | <u>\$ 23,827</u> |
| NET POSITION - End of the year | <u><u>\$ 12,912</u></u> |

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

San Juan Mental Health\Substance Abuse Special Service District was created as a special service district by the San Juan County Commissioners on April 1, 1997. The District is controlled by an Administrative Control Board, appointed by the County Commissioners under the authority of the provision of the Utah Special Service District Act, Chapter 17a, Title 2, Part 13, Utah Code Annotated, 1953, as amended, and Article XIV, Section 8 of the Constitution of Utah. The District is a component unit of San Juan County as defined by the Governmental Accounting Standards Board in their statement number 14 “The Financial Reporting Entity”. The Board's authority is derived from the County Commissioners, who has ultimate responsibility for the District.

The Board consists of five members, each of whom is a qualified elector of the District and who are appointed by the County Commissioners. The County Commissioners appoint county residents who are willing to serve as members. These appointed members are educated as to the needs of the Special Service District.

The primary purpose of the District is to oversee, administer and manage a County owned, mental health facility that is responsive to the needs of the residents, their families and the community at large, through a consistently high standard of care. The accounting policies of San Juan Mental Health\Substance Abuse Special Service District conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies.

In June 1999, the Governmental Accounting Standards Board (GASB) unanimously approved Statement No. 34, Basic Financial Statements and Management’s Discussion and Analysis for State and Local Governments. Certain of the significant changes in the Statement include the following:

A Management’s Discussion and Analysis (MD&A) providing an analysis of the District’s overall financial position and results of operations.

This and other changes are reflected in the accompanying financial statements (including notes to financial statements).

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity

All financial activities over which the District has oversight responsibility are included in this report. The basis for inclusion or exclusion of other entities in the District's financial statements was based on the criteria set forth in the Governmental Accounting Standards Board (GASB) pronouncements. The basic criteria for including an entity, a board, or an agency in this report is the existence and exercise of oversight responsibility; consideration has been given to financial interdependency, ability to designate management, ability to significantly influence operations, and accountability for fiscal matters. According to the above criteria, no other entities have been included in the District's financial statements.

B. Government-Wide Financial Statements

The government-wide financial statements consist of the statement of net position, the statement of revenues, expenses and changes in fund net position and the statement of cash flows. The District is considered a special-purpose government engaged only in business-type activities. It is classified as a proprietary fund type and operates as an enterprise fund. Enterprise funds are used to account for the operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that its costs to providing goods and services to the general public on a continuing basis, be financed or recovered primarily through user charges. The function of the District is to oversee, administer and manage a County owned, mental health facility that is responsive to the needs of the County. The financial statements of the District consist of an enterprise fund and a fiduciary fund, but no component units that are fiduciary in nature are included. The District reports the following fund types - Enterprise Fund and Private Purpose Trust (a fiduciary fund), which accounts for the protective payee funds (assets) that are held by the District as an agent for these protective payees and administers financial resources to them as they are needed and obligated.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Therefore, revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred, if measurable.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first then unrestricted resources, as they are needed.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Cont.)

Amounts reported as charges for services include all charges for all types of services charged to Medicaid, third party and private pay. Amounts reported as grants and County contributions for contract matching are accounted for as intergovernmental revenue. Miscellaneous items are considered uncategorized as to specific type.

The District distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with the District’s principal ongoing operations. The principal operating revenues of the District are charges to patients for mental health services. Operating expenses for the District include administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

D. Capital Assets

Capital assets, which include, land, buildings, improvements and equipment are reported in the government-wide financial statements. Capital assets are defined by the District, as an asset with an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at their estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. The District adopted a capitalization threshold in the amount of \$5,000.

Buildings, improvements and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Assets</u> | <u>Years</u> |
|---------------|--------------|
| Buildings | 30 |
| Improvements | 10 – 15 |
| Equipment | 5 – 12 |

E. Budget and Budgetary Accounting

The District follows the budgetary practices and procedures required by State law. These requirements are summarized as follows:

1. A formal budget is adopted by the District.
2. The budget is a complete financial plan that identifies all estimated revenues and all appropriations for expenditures for the year. In accordance with State law, all appropriations lapse at the end of the budget year; accordingly, no encumbrances are recorded. As its option, the District may permit its expenditure accounts to remain open for a period of 30 days after the close of its fiscal year for the payment of approved invoices for goods received or services rendered prior to the close of the fiscal year.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Budget and Budgetary Accounting (Continued)

3. The District's Manager prepares a tentative budget and submits it for review with the Administrative Control Board.
4. The tentative budget is a public record and is available for public inspection for at least ten days prior to public hearings held to consider adoption of the budget.
5. Notice of the scheduled public hearings is published at least ten days prior to the meetings.
6. The District presents the tentatively adopted budget to the public in a public hearing. Members of the public may comment on the budget and recommend changes to the Administrative Control Board.
7. The Administrative Control Board considers the comments made by the public and makes final adjustments to the budget.
8. By December 15th, the Administrative Control Board adopts the budget by resolution. A copy of the budget is certified by the Administrative Control Board Secretary and is filed with the State Auditor within 30 days of adoption. A certified copy of the budget is available for public inspection.
9. The budget may be amended to reflect changes in circumstances that occur during the year. Budgets may be increased by resolution of the Board at any time during the year.
10. Under Utah Code, the District's budget establishes maximum legal authorization for expenditures during the fiscal year. The District's Manager shall certify as appropriate that a claim has been pre-audited, documented, and approved by the Board, and does not over expend the appropriate budget established by the Board. Expenditures are not to exceed the budget amounts, including revisions, except as allowed by the Code for certain events.

F. Deposits and Investments

Public funds held by San Juan Mental Health\Substance Abuse Special Service District may be deposited or invested only in instruments listed below and meet objectives outlined by State statutes, including: (a) safety of principal, (b) need for liquidity and (c) yield on investment.

Qualified investments:

- 1) Negotiable or non-negotiable deposits of qualified depositories.
- 2) Repurchase agreements with qualified depositories or primary reporting dealers.
- 3) Commercial paper, which is rated P-a by Moodys Investment Services or A-a by Standard and Poors, Inc., having a remaining term to maturity of 180 days or less.
- 4) Banker's acceptances.
- 5) Other negotiable deposits of \$100,000 or more.
- 6) Obligations of the U.S. Treasury.
- 7) Obligations issued or guaranteed by some agencies or instrumentalities of the United States.
- 8) Tax anticipation and general obligation bonds of state and local governmental units.
- 9) Various other loans in accordance with Section 52-7-17 of the Utah Code Annotated 1953.

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

G. Cash and Cash Equivalents

For purposes of the statement of cash flows, San Juan Mental Health\Substance Abuse Special Service District considers all highly liquid investments (including restricted assets) with a maturity of six months or less when purchased to be cash equivalents. All amounts reported on the balance sheet as cash and investments would be considered cash equivalents.

H. Accounting Method

The full accrual method of accounting is being used. Under the accrual method of accounting, revenues are recognized when they are earned, and expenses are recorded when they are incurred.

I. Accumulated Unpaid Vacation and Sick Leave (Compensated Absences)

The District has vacation and sick leave policies, which determine an employee's vacation and sick leave based on the length of time of employment. The district will pay sick leave based on the following two options: election by the employee to use the cash value of the accumulated sick leave to provide premium payments for health insurance or election by the employee to cash out accumulated sick leave at a 33 1/3 percent of the accumulated sick leave. Both options are at the prevailing hourly rate at the time of retirement. One hundred percent of the vacation hours will be paid at the prevailing hourly rate at the time of retirement. The amount carried in the financial statements consists of vacation and sick leave hours accrued at year-end, at the prevailing rate of pay.

J. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District reports one of these items, which qualifies for reporting in this category.

K. Pensions

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

2. **ACCOUNTS RECEIVABLE**

Accounts receivable include the accrued amounts for private pay, third party insurance and other miscellaneous accounts. For the year ended December 31, 2021, an allowance for doubtful accounts of \$15,333 has been recorded against the accounts receivable balance of \$25,575.

3. **BUDGET VARIANCE**

During the year ended December 31, 2021, the District did not overspend their budget in the Enterprise Fund.

4. **CAPITAL ASSETS**

Capital asset activity for the year ended December 31, 2021 was as follows:

| | <u>Balance 12-31-20</u> | <u>Additions</u> | <u>Contributions & Adjustments</u> | <u>Balance 12-31-21</u> |
|----------------------------------------------|-----------------------------|---------------------|--------------------------------------------|-----------------------------|
| Business-type activities: | | | | |
| Capital assets not being depreciated: | | | | |
| Land | \$ 126,000 | | | \$ 126,000 |
| Work in process | 291,290 | | \$ (291,290) | |
| Total capital assets not being depreciated | <u>\$ 417,290</u> | <u>\$...</u> | <u>\$ (291,290)</u> | <u>\$ 126,000</u> |
| Capital assets being depreciated: | | | | |
| Buildings | \$ 2,611,013 | \$ 291,290 | | \$ 2,902,303 |
| Improvements | 58,737 | 19,975 | | 78,712 |
| Equipment | 557,384 | 58,500 | \$ (201,094) | 414,790 |
| Total capital assets being depreciated | <u>\$ 3,227,134</u> | <u>\$ 369,765</u> | <u>\$ (201,094)</u> | <u>\$ 3,395,805</u> |
| Less accumulated depreciation for: | | | | |
| Buildings | \$ (352,526) | \$ (91,888) | | \$ (444,414) |
| Improvements | (58,737) | (999) | | (59,736) |
| Equipment | (473,053) | (30,486) | \$ 186,905 | (316,634) |
| Total accumulated depreciation | <u>\$ (884,316)</u> | <u>\$ (123,373)</u> | <u>\$ 186,905</u> | <u>\$ (820,784)</u> |
| Total capital assets, being depreciated, net | <u>\$ 2,342,818</u> | <u>\$ 246,392</u> | <u>\$ (14,189)</u> | <u>\$ 2,575,021</u> |
| Business-type activities capital assets, net | <u>\$ 2,760,108</u> | <u>\$ 246,392</u> | <u>\$ (305,479)</u> | <u>\$ 2,701,021</u> |

5. DEPOSITS AND INVESTMENTS

The District's policy is to follow the requirements of the Utah Money Management Act (Utah Code Annotated 1953, Section 51, Chapter 7) (the Act) in handling its depository and investment transactions. The Act creates the Utah Money Management Council (the "Council"), a five-member body, appointed by the Governor of the State, which exercises oversight of public deposits and investments.

The District maintains a cash pool that is used by the Enterprise fund. All cash and PTIF investments are displayed on the Balance Sheet cash and cash equivalents.

Custodial Credit Risk-Deposits

Custodial credit risk is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's deposits are insured up to \$250,000, per account by the Federal Deposit Insurance Corporation. Uninsured deposits are not collateralized nor are they required to be by State statute. At December 31, 2021, the bank balance of the District's deposits was \$324,432 of which Federal Deposit Insurance Corporation covers \$250,000. The deposits in the bank in excess of the insured amount are uninsured and uncollateralized by \$74,432.

Investments

The State of Utah Money Management Council has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act that relate to the deposit and investment public funds.

The District follows the requirements of the Utah Money Management Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of the District's funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

The Money Management Act defines the types of securities authorized as appropriate investments for the District's funds and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

Statutes authorize the District to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares of certificates in a money market mutual fund as defined in the money Management Act; and the Utah State Public Treasurers' Investment Fund.

5. DEPOSITS AND INVESTMENTS (Continued)

The Utah State Treasurer's Office operates the Public Treasurers' Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with SEC as an investment company. The PTIF is authorized and regulated by the Money Management Act (Utah Code, Title 51, Chapter 7). The Act established the Money Management Council which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses of the PTIF, net of administration fees, are allocated based upon the participant's average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

Fair Value of Investments

The District measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1 Quoted prices for identical investments in active markets;
- Level 2 Observable inputs other than quoted market prices; and
- Level 3 Unobservable inputs.

At December 31, 2021, the District had the following recurring fair value measurements.

| | 12/31/2021 | Fair Value Measurements Using | | |
|--------------------------------------------------------------------------|------------|-------------------------------|------------|----------|
| | | Less Level 1 | Level 2 | Level 3 |
| <u>Investments by fair value level</u> | | | | |
| <u>Debt Securities</u> | | | | |
| Stock in Health Risk Group Utah Public Treasurers' Investment Fund | \$ 1,575 | | \$ 844,280 | \$ 1,575 |
| Total investments | \$ 845,855 | \$... | \$ 844,280 | \$ 1,575 |

5. DEPOSITS AND INVESTMENTS (Continued)

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches:

- U.S. Treasuries, U.S. Agencies, and Commercial Paper: quoted prices for identical securities in markets that are not active;
- Corporate and Municipal Bonds: quoted prices for similar securities in active markets;
- Repurchase Agreements, Negotiable Certificates of Deposit, and Collateralized Debt Obligations: matrix pricing based on the securities' relationship to benchmark quoted prices;
- Money Market, Bond, and Equity Mutual Funds: published fair value per share (unit) for each fund;
- Utah Public Treasurers' investment Fund: application of the December 31, 2021 fair value factor, as calculated by the Utah State Treasurer, to the District's average daily balance in the Fund; and
- Donated Real Estate: recent appraisals of the real estate's value.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the State's Money Management Act. Section 51-7-11 of the Money Management Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptances, fixed rate negotiable deposits, and fixed rate corporate obligations to 270 days – 15 months or less. The Act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by U.S. government sponsored enterprises; and bonds, notes, and other evidence of indebtedness of political subdivisions of the State to 5 years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding 3 years.

As of December 31, 2021, the District's investments had the following maturities:

| <u>Investment Type</u> | 12/31/2021 Fair Value | Investment Maturities (in years) | | | |
|---------------------------------|--------------------------|----------------------------------|---------------|---------------|-----------------|
| | | Less Than 1 | 1-5 | 6-10 | More Than 10 |
| <u>Debt Securities</u> | | | | | |
| Stock in Health Risk Group | \$ 1,575 | \$ 1,575 | | | |
| Utah Public Treas. Invest. Fund | 844,280 | 844,280 | | | |
| Total investments | <u>\$ 845,855</u> | <u>\$ 845,855</u> | <u>\$...</u> | <u>\$...</u> | <u>\$...</u> |

5. DEPOSITS AND INVESTMENTS (Continued)

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District's policy for reducing its exposure to credit risk is to comply with the State's Money Management Act, as previously discussed.

At December 31, 2021, the District's investments had the following quality ratings:

| <u>Investment Type</u> | <u>12/31/2021 Fair Value</u> | <u>Quality Rating</u> |
|---------------------------------|----------------------------------|---------------------------|
| <u>Debt Securities</u> | | |
| Stock in Health Risk Group | \$ 1,575 | Unrated |
| Utah Public Treas. Invest. Fund | 844,280 | Unrated |
| Total investments | <u>\$ 845,855</u> | |

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The District's policy for reducing this risk of loss is to comply with the Rules of the Money Management Council. Rule 17 of the Money Management Council limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of a failure of the counterparty, the District will not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. The District complies with the custody requirements of the Utah Money Management Act and Rules of the Money Management Council. All investment securities are required to be held by the public treasurer, in safekeeping by a bank or trust company, or in a book-entry-only record maintained by a securities depository, in the Federal Book Entry system or in the book-entry records of the issuer of the security in the name of the public entity. All investment securities are held in a qualified depository certified by the Commissioner of Financial Institutions as adhering to the rules of the Utah Money Management Council or in the book entry records of the issuer of the security.

The District's investments at December 31, 2021 were held by the District or in the District's name by the District's custodial banks with qualified depositories totaling \$844,280 where the underlying securities were uninsured and held by the investment's counterparty the Utah Public Treasurer's Investment Fund.

6. INTERGOVERNMENTAL REVENUE

The District receives federal and state grants and matching funds from San Juan County. The revenue received is shown as operating revenues on the Statement of Revenues, Expenses and Changes in Fund Net Position. These funds are instrumental in the overall operations of the District and are used to enhance the services provided.

7. PENSION PLAN

General Information about the Pension Plan

Plan description: Eligible plan participants are provided with pensions through the Utah Retirement Systems. The Utah Retirement Systems are comprised of the following pension trust funds:

- Public Employees Noncontributory Retirement System (Noncontributory System); is a multiple employer, cost sharing, public employee retirement system.
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System); is a multiple employer, cost sharing, public employees, retirement system.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

7. PENSION PLAN (Continued)

Benefits provided: URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

| System | Final Average Salary | Years of service required and/or age eligible for benefit | Benefit percentage per year of service | COLA** |
|--------------------------------|----------------------|-------------------------------------------------------------------------------------------------|----------------------------------------|------------|
| Noncontributory System | Highest 3 years | 30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65 | 2.0% per year all years | Up to 4% |
| Tier 2 Public Employees System | Highest 5 years | 35 years any age 20 years age 60* 10 years age 62* 4 years age 65 | 1.5% per year all years | Up to 2.5% |

* Actuarial reductions are applied

** All post-retirement cost-of-living adjustments non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

Contributions Rate Summary:

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of December 31, 2021 are as follows:

| | Employee Paid | Paid by Employer | Employer 401(k) |
|------------------------------------------|---------------|------------------|-----------------|
| Contributory System | | | |
| 111 - Local Governmental Division Tier 2 | N/A | 16.07% | 0.62% |
| Noncontributory System | | | |
| 15 - Local Governmental Division Tier 1 | N/A | 18.47% | N/A |
| Tier 2 DC Only | | | |
| 211 - Local Government | N/A | 6.69% | 10.00% |

***Tier 2 rates include a statutory required contribution to finance the unfunded actuarial liability of the Tier 1 plans

7. PENSION PLAN (Continued)

For the fiscal year ended December 31, 2021, the employer and employee contributions to the System were as follows:

| System | Employer Contributions | Employee Contributions |
|--------------------------------|---------------------------|---------------------------|
| Noncontributory System | \$ 83,577 | N/A |
| Tier 2 Public Employees System | 75,952 | |
| Tier 2 DC Only System | 12,130 | N/A |
| | | |
| Total Contributions | \$ 171,659 | \$... |

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 System.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At December 31, 2021, we reported a net pension asset of \$0 and a net pension liability of \$38,123.

| | <u>(Measurement Date): December 31, 2020</u> | | | | |
|-----------------------------------|----------------------------------------------|-----------------------------|------------------------|-----------------------------------------|----------------------|
| | Net Pension Asset | Net Pension Liability | Proportionate Share | Proportionate Share Dec. 31, 2019 | Change (Decrease) |
| | | | | | |
| Noncontributory System | | \$ 35,215 | 0.0686538% | 0.0688425% | -0.0001887% |
| Tier 2 Public Employees System | | 2,908 | 0.0202172% | 0.0238169% | -0.0035997% |
| | | | | | |
| Total Net Pension Asset/Liability | \$... | \$ 38,123 | | | |

The net pension asset and liability were measured as of December 31, 2020, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2020 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended December 31, 2021, we recognized pension expense of \$45,255.

7. **PENSION PLAN (Continued)**

At December 31, 2021, we reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | <u>Deferred Outflows Of Resources</u> | <u>Deferred Inflows Of Resources</u> |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------|
| Differences between expected and actual experience | \$ 49,921 | \$ 1,331 |
| Changes in assumptions | 3,678 | 4,712 |
| Net difference between projected and actual earnings on pension plan investments | | 265,645 |
| Changes in proportion and differences between contributions and proportionate share of contributions | 4,394 | 15,247 |
| Contributions subsequent to the measurement date | <u>171,658</u> | |
| Total | <u>\$ 229,651</u> | <u>\$ 286,935</u> |

\$171,658 was reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2020.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| <u>Year Ended December 31,</u> | <u>(Inflows) of Resources</u> |
|--------------------------------|-------------------------------|
| 2021 | \$ (71,345) |
| 2022 | (28,600) |
| 2023 | (91,493) |
| 2024 | (43,226) |
| 2025 | 972 |
| Thereafter | 4,747 |

7. **PENSION PLAN (Continued)**

Noncontributory System pension Expense, and Deferred Outflows and Inflows of Resources.

For the year ended December 31, 2021, we recognized pension expense of \$16,805.

At December 31, 2021, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following

| | <u>Deferred Outflows Of Resources</u> | <u>Deferred Inflows Of Resources</u> |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------|
| Differences between expected and actual experience | \$ 47,244 | |
| Changes in assumptions | | \$ 4,606 |
| Net difference between projected and actual earnings on pension plan investments | | 257,145 |
| Changes in proportion and differences between contributions and proportionate share of contributions | | 15,224 |
| Contributions subsequent to the measurement date | <u>83,577</u> | |
| Total | <u>\$ 130,821</u> | <u>\$ 276,975</u> |

\$83,577 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year, but subsequent to the measurement date of December 31, 2020.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

| <u>Year Ended December 31,</u> | <u>(Inflows) of Resources</u> |
|--------------------------------|-------------------------------|
| 2021 | \$ (69,874) |
| 2022 | (27,727) |
| 2023 | (89,499) |
| 2024 | (42,631) |
| 2025 | |
| Thereafter | |

7. **PENSION PLAN (Continued)**

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2021, we recognized pension expense of \$28,449

At December 31, 2021, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following

| | <u>Deferred Outflows Of Resources</u> | <u>Deferred Inflows Of Resources</u> |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------|
| Differences between expected and actual experience | \$ 2,677 | \$ 1,331 |
| Changes in assumptions | 3,678 | 106 |
| Net difference between projected and actual earnings on pension plan investments | | 8,500 |
| Changes in proportion and differences between contributions and proportionate share of contributions | 4,394 | 23 |
| Contributions subsequent to the measurement date | <u>88,081</u> | |
| Total | <u>\$ 98,830</u> | <u>\$ 9,960</u> |

\$88,081 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2020.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

| <u>Year Ended December 31,</u> | <u>(Inflows) of Resources</u> |
|--------------------------------|-------------------------------|
| 2021 | \$ (1,471) |
| 2022 | (873) |
| 2023 | (1,994) |
| 2024 | (595) |
| 2025 | 972 |
| Thereafter | 4,747 |

7. PENSION PLAN (Continued)

Actuarial assumptions: The total pension liability in the December 31, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

| | |
|---------------------------|---------------------------------------------------------------------------|
| Inflation | 2.50 Percent |
| Salary increases | 3.25 - 9.75 percent, average, including inflation |
| Investment rate of return | 6.95 percent, net of pension plan investment expense, including inflation |

Mortality rates were adopted from an actuarial experience study dated January 1, 2020. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using 80% of the ultimate rates from the MP-2019 improvement assumption using a base year 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2020, valuation were based on the results of an actuarial experience study for the five year period ending December 31, 2019.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

| Asset Class | Expected Return Arithmetic Base | | |
|---------------------------|---------------------------------|------------------------------------|--------------------------------------------------|
| | Target Asset Allocation | Real Return Arithmetic Basis | Long-term expected portfolio real rate of return |
| Equity securities | 37.00% | 6.30% | 2.33% |
| Debt securities | 20.00% | 0.00% | 0.00% |
| Real assets | 15.00% | 6.19% | 0.93% |
| Private equity | 12.00% | 9.50% | 1.14% |
| Absolute return | 16.00% | 2.75% | 0.44% |
| Cash and cash equivalents | 0.00% | 0.00% | 0.00% |
| Totals | 100% | | 4.84% |
| | | Inflation | 2.50% |
| | | Expected arithmetic nominal return | <u>7.34%</u> |

The 6.95% assumed investment rate of return is comprised of an inflation rate of 2.50%, a real return of 4.45% that is net of investment expense.

7. PENSION PLAN (Continued)

Discount rate: The discount rate used to measure the total pension liability was 6.95 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate remained unchanged at 6.95 percent.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.95 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.95 percent) or 1-percentage-point higher (7.95 percent) than the current rate:

| System | 1% Decrease (5.95%) | Discount Rate (6.95%) | 1% Increase (7.95%) |
|--------------------------------|------------------------|--------------------------|------------------------|
| Noncontributory System | \$ 610,532 | \$ 35,215 | \$ (444,397) |
| Tier 2 Public Employees System | 48,930 | 2,908 | (32,298) |
| Total | \$ 659,462 | \$ 38,123 | \$ (476,695) |

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

Defined Contribution Savings Plans

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

San Juan Mental Health participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- *401(k) Plan
- *Roth IRA Plan

7. **PENSION PLAN (Continued)**

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended December 31, were are follows:

| | 2021 | 2020 | 2019 |
|-----------------------|-----------|-----------|-----------|
| 401 (k) Plan | | | |
| Employer contribution | \$ 28,943 | \$ 25,885 | \$ 29,014 |
| Employee contribution | 14,712 | 20,446 | 18,173 |
| Roth IRA Plan | | | |
| Employer contribution | N/A | N/A | N/A |
| Employee contribution | 11,549 | 10,933 | 9,700 |

Pension Beginning and Ending Values

| GASB 68 schedule | Beginning Values | | | Ending Values | | |
|----------------------------------------|-------------------|---------------|-------------------|------------------|---------------|------------------|
| | NPL/(NPA) | Asset | Liability | NPL/(NPA) | Asset | Liability |
| Noncontributory | \$ 259,458 | | \$ 259,458 | \$ 35,215 | | \$ 35,215 |
| Contributory | | | | | | |
| Public Safety | | | | | | |
| Firefighters | | | | | | |
| Judges | | | | | | |
| Governors & Legislators | | | | | | |
| Tier 2 Public Employees | 5,357 | | 5,357 | 2,908 | | 2,908 |
| Tier 2 Public Safety & Firefighters | | | | | | |
| Total | <u>\$ 264,815</u> | <u>\$...</u> | <u>\$ 264,815</u> | <u>\$ 38,123</u> | <u>\$...</u> | <u>\$ 38,123</u> |

| Retirement System | Net Pension Liability/(Asset) at 12/31/19 | | | Net Pension Liability/(Asset) at 12/31/20 | | |
|-------------------------|-------------------------------------------|------------------------|---------------------|-------------------------------------------|------------------------|------------------|
| | System Total NPL/(NPA) | Proportionate Share | Beginning Values | System Total NPL/(NPA) | Proportionate Share | Ending Values |
| Noncontributory | | | | | | |
| Local Government | \$ 376,886,867 | 0.0688425% | \$ 259,458 | \$ 51,294,272 | 0.068654% | \$ 35,215 |
| Tier 2 Public Employees | 22,490,751 | 0.0238169% | 5,357 | 14,382,778 | 0.020217% | 2,908 |
| Total | <u>\$ 399,377,618</u> | | <u>\$ 264,815</u> | <u>\$ 65,677,050</u> | | <u>\$ 38,123</u> |

8. PREPAID EXPENSES

San Juan Mental Health\Substance Abuse Special Service District purchased several insurance policies that cover an entire year that does not follow the calendar year. The District has elected to allocate the payment monthly, which requires the amount to be recorded as an asset in prepaid expenses and record an expense on a monthly basis.

9. FUNDING SOURCES

San Juan Mental Health\Substance Abuse Special Service District operates on funds provided by Medicaid mental health contracts, Medicaid substance abuse contracts; several federal and state contracts and County match contributions. Part of the Medicaid contracts, require a match that has to come from other sources of funds. The District's ability to continue operations using Medicaid mental health and substance abuse contracts is contingent upon the County's ability to provide the necessary funding match. Although funding is not guaranteed, the County has a vested interest in the financial match that is needed for the security of the facility.

10. CONTINGENT OBLIGATIONS

Management, the Administrative Control Board and legal counsel for San Juan Mental Health\Substance Abuse Special Service District are aware of no litigation involving the District, either in progress or pending, which would materially affect the financial statements as of December 31, 2021, nor of any material contingencies not otherwise disclosed in the Notes to Financial Statements contained herein.

11. LONG-TERM DEBT

Annual debt requirements to maturity for capital leases are as follows:

| Year Ending December 31, | Interest | Principal | Total |
|-----------------------------|-------------------|-------------------|---------------------|
| 2022 | \$ 15,740 | \$ 24,960 | \$ 40,700 |
| 2023 | 15,276 | 25,340 | 40,616 |
| 2024 | 14,806 | 25,720 | 40,526 |
| 2025 | 14,329 | 25,720 | 40,049 |
| 2026 | 13,854 | 26,100 | 39,954 |
| 2027-2031 | 61,718 | 140,300 | 202,018 |
| 2032-2036 | 48,121 | 154,140 | 202,261 |
| 2037-2041 | 33,108 | 168,740 | 201,848 |
| 2042-2046 | 16,544 | 186,100 | 202,644 |
| 2047-2048 | 1,554 | 55,560 | 57,114 |
| | <u>\$ 235,050</u> | <u>\$ 832,680</u> | <u>\$ 1,067,730</u> |

11. LONG-TERM DEBT (Continued)

Capital Leases – Capital lease payable at December 31, 2021, with their outstanding balances, are comprised of the following individual issues:

Business-type Activities

Lease Revenue Bond Series 2017, due in annual installments from \$23,547 to \$23,913 beginning March 1, 2018 and maturing March 1, 2047. The bond has an annual interest rate of 1.50 percent.

The purpose of the bond was to build a new Health Service Facility. \$ 507,680

Lease Revenue Bond Series 2019, due in annual installments from \$15,514 to \$17,200 beginning December 1, 2019 and maturing December 1, 2048. The bond has an annual interest rate of 2.50 percent.

The purpose of the bond was to buy a house for a Day treatment Facility Located at 633 South 200 W Blanding, UT 84511 325,000

Total \$ 832,680

Business Activity Debt

During 2017, the District finalized an agreement with San Juan County Municipal Building Authority for the construction of a new Health Service Facility. The District is utilizing approximately 38% of the facility and will make payments to the San Juan County Municipal Building Authority for the District's portion of the debt which is \$570,000. This facility and debt obligations are considered a capital lease obligation and debt for the District. The debt obligation is for 30 years with payments ranging from \$23,546.70 to \$23,913.40, with an interest rate of 1.5%. The repayment schedule is as follows:

| <u>Due Date - March 1,</u> | <u>Interest</u> | <u>Principal</u> | <u>Total</u> |
|----------------------------|-------------------|-------------------|-------------------|
| 2022 | \$ 7,615 | \$ 15,960 | \$ 23,575 |
| 2023 | 7,376 | 16,340 | 23,716 |
| 2024 | 7,131 | 16,720 | 23,851 |
| 2025 | 6,880 | 16,720 | 23,600 |
| 2026 | 6,629 | 17,100 | 23,729 |
| 2027-2031 | 29,218 | 89,300 | 118,518 |
| 2032-2036 | 22,321 | 96,140 | 118,461 |
| 2037-2041 | 14,883 | 103,740 | 118,623 |
| 2042-2046 | 6,869 | 112,100 | 118,969 |
| 2047-2048 | 353 | 23,560 | 23,913 |
| | <u>\$ 109,275</u> | <u>\$ 507,680</u> | <u>\$ 616,955</u> |

11. LONG-TERM DEBT (Continued)

During 2019, The District Finalized an agreement with San Juan County Municipal Building Authority to purchase a home located at 633 S 200 W Blanding, UT 84511 for a day treatment facility. The District will make payments to the San Juan County Municipal Building Authority. The total amount of the debt is \$350,000. The house and debt obligations are considered a capital lease obligation and debt for the District. The debt obligation is for 30 years with payments ranging from \$15,465 to \$17,200, with an interest rate of 2.50%. The repayment schedule is as follows:

| <u>Due Date - December 1,</u> | <u>Interest</u> | <u>Principal</u> | <u>Total</u> |
|-------------------------------|-------------------|-------------------|-------------------|
| 2021 | \$ 8,125 | \$ 9,000 | \$ 17,125 |
| 2022 | 7,900 | 9,000 | 16,900 |
| 2023 | 7,675 | 9,000 | 16,675 |
| 2024 | 7,450 | 9,000 | 16,450 |
| 2025 | 7,225 | 9,000 | 16,225 |
| 2026-2030 | 32,500 | 51,000 | 83,500 |
| 2031-2035 | 25,800 | 58,000 | 83,800 |
| 2036-2040 | 18,225 | 65,000 | 83,225 |
| 2041-2045 | 9,675 | 74,000 | 83,675 |
| 2046-2048 | 1,200 | 32,000 | 33,200 |
| | <u>\$ 125,775</u> | <u>\$ 325,000</u> | <u>\$ 450,775</u> |

Listed below is the change in long-term debt during the year ended December 31, 2021.

| | <u>Beginning Balance</u> | <u>Additions</u> | <u>Reductions</u> | <u>Ending Balance</u> | <u>Due Within One Year</u> |
|----------------------------------|--------------------------|------------------|-------------------|-----------------------|----------------------------|
| Business-type activities: | | | | | |
| Capital Lease | 856,640 | | 23,960 | 832,680 | 24,960 |
| Business-type activity | | | | | |
| long-term liabilities | <u>\$ 856,640</u> | <u>\$...</u> | <u>\$ 23,960</u> | <u>\$ 832,680</u> | <u>\$ 24,960</u> |

12. RESTRICTED NET POSITION

During the year 2002, the Board adopted a resolution restricting the net position. The amounts have changed for the current year, but the purposes have not changed.

| | | |
|--------------------------------------|----|----------------|
| Medicaid (90-day operational budget) | \$ | 572,808 |
| Liability for compensated absences | | 101,897 |
| Reserve for depreciation | | <u>123,373</u> |
| | \$ | <u>798,078</u> |

13. USE OF ESTIMATES

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE SPECIAL SERVICE DISTRICT

Required Supplementary Information

SCHEDULE 1 Schedule of the Proportionate Share of the Net Pension Liability

SCHEDULE 2 Schedule of Contributions

Notes to Required Supplementary Information

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
AS OF DECEMBER 31, 2021**

| | | Proportion of the net pension liability (asset) | Proportionate share of the net pension liability (asset) | Covered employee payroll | Proportionate share of the net pension liab (asset) as a percentage of its covered employee payroll | Plan fiduciary net position as a % of the total pension liability (asset) |
|--------------------------------|------|-------------------------------------------------------|-------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Noncontributory System | 2014 | 0.0684797% | \$ 297,355 | \$ 621,036 | 47.90% | 90.20% |
| | 2015 | 0.0754911% | 427,165 | 604,010 | 70.72% | 87.80% |
| | 2016 | 0.0838216% | 538,237 | 688,653 | 78.16% | 87.30% |
| | 2017 | 0.0808519% | 354,236 | 643,729 | 55.03% | 91.90% |
| | 2018 | 0.0714143% | 525,875 | 523,509 | 100.45% | 87.00% |
| | 2019 | 0.0688425% | 259,458 | 487,129 | 53.26% | 93.70% |
| | 2020 | 0.0686538% | 35,215 | 512,772 | 6.87% | 99.20% |
| Tier 2 Public Employees System | 2014 | 0.0255971% | \$ (776) | \$ 125,537 | -0.60% | 103.50% |
| | 2015 | 0.0176592% | (39) | 114,081 | -0.03% | 100.20% |
| | 2016 | 0.0165370% | 1,845 | 135,616 | 1.36% | 95.10% |
| | 2017 | 0.0127450% | 1,124 | 124,519 | 0.90% | 97.40% |
| | 2018 | 0.0205713% | 8,810 | 240,325 | 3.67% | 90.80% |
| | 2019 | 0.0238169% | 5,357 | 330,701 | 1.62% | 96.50% |
| | 2020 | 0.0202172% | 2,908 | 323,347 | 0.90% | 98.30% |

* In accordance with paragraph 81.a GASB 68, employers will need to disclose a 10-year history of their proportionate share of the net pension liability (asset) in their RSI. This schedule will need to be built prospectively. Prior year numbers are available from prior year note disclosure.

"The accompanying notes are an integral part of these financial statements."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
SCHEDULE OF CONTRIBUTIONS
AS OF DECEMBER 31, 2021**

| | As of fiscal year ended December 31, | Actuarial Determined Contributions | Contributions in relation to the contractually required Contribution | Contribution deficiency (excess) | Covered payroll | Contributions as a percentage of covered employee payroll |
|-----------------------------------------|--------------------------------------------|------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------|--------------------|-----------------------------------------------------------------------|
| Noncontributory System | 2014 | \$ 99,518 | \$ 99,518 | \$ - | \$ 621,036 | 16.02% |
| | 2015 | 111,561 | 111,561 | - | 604,010 | 18.47% |
| | 2016 | 127,194 | 127,194 | - | 688,653 | 18.47% |
| | 2017 | 118,869 | 118,869 | - | 643,579 | 18.47% |
| | 2018 | 96,692 | 96,692 | - | 523,509 | 18.47% |
| | 2019 | 89,973 | 89,973 | - | 487,129 | 18.47% |
| | 2020 | 94,709 | 94,709 | - | 512,772 | 18.47% |
| | 2021 | 83,577 | 83,577 | - | 452,501 | 18.47% |
| Tier 2 Public Employees System* | 2014 | \$ 18,177 | \$ 18,177 | \$ - | \$ 125,537 | 14.48% |
| | 2015 | 17,026 | 17,026 | - | 114,081 | 14.92% |
| | 2016 | 20,861 | 20,861 | - | 139,914 | 14.91% |
| | 2017 | 18,717 | 18,717 | - | 124,519 | 15.03% |
| | 2018 | 36,844 | 36,844 | - | 240,325 | 15.33% |
| | 2019 | 52,099 | 52,099 | - | 333,730 | 15.61% |
| | 2020 | 50,858 | 50,858 | - | 323,347 | 15.73% |
| | 2021 | 75,952 | 75,952 | - | 476,333 | 15.95% |
| Tier 2 Public Employees DC Only System* | 2014 | \$ 505 | \$ 505 | \$ - | \$ 7,515 | 6.72% |
| | 2015 | 5,171 | 5,171 | - | 77,098 | 6.71% |
| | 2016 | 6,732 | 6,732 | - | 100,624 | 6.69% |
| | 2017 | 11,644 | 11,644 | - | 174,046 | 6.69% |
| | 2018 | 12,571 | 12,571 | - | 187,908 | 6.69% |
| | 2019 | 12,147 | 12,147 | - | 181,558 | 6.69% |
| | 2020 | 10,099 | 10,099 | - | 150,961 | 6.69% |
| | 2021 | 12,130 | 12,130 | - | 181,308 | 6.69% |

* Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011.

Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. Contributions as a percentage of covered-payroll may be different than the board certified rate due to rounding and other administrative issues.

"The accompanying notes are an integral part of these financial statements."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2021**

CHANGES IN ASSUMPTIONS:

There were a number of demographics assumptions (e.g. rates of termination, disability, retirement, as well as an updated mortality and salary increase assumption) updated for the use in the January 1, 2020 actuarial valuation. These assumption updates were adopted by the Utah State Retirement Board as a result of an Actuarial Experience Study performed for the Utah Retirement Systems. In aggregate, those assumption changes resulted in a \$201 million increase in the Total Pension Liability, which is about 0.50% of the Total Pension Liability as of December 31, 2019, for all systems combined. The Actuarial Experience Study report as of December 31, 2019, provides detailed information regarding those assumption changes, which may be accessed online at newsroom.urs.org under the “Retirement Office” column using the “Reports and Stats” tab.

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT**

Supplementary Information

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

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Price, Utah 84501

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Item 16.

Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

RE: Independent Auditor's Report on Internal Control
Over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial
Statements Performed in Accordance With
Government Auditing Standards

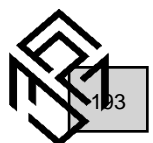
We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying financial statements of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District (a component unit of San Juan County), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise San Juan Mental Health/Substance Abuse Special Service District's basic financial statements and have issued our report thereon dated June 24, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control. Accordingly, we do not express an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weakness may exist that have not been identified.



Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 24, 2022

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

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Price, Utah 84501

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Board of Directors
 San Juan Mental Health/Substance
 Abuse Special Service District
 Blanding, Utah 84511

RE: Independent Auditor's Report on Compliance for
 Each Major Program and on Internal Control over
 Compliance and on Schedule of Expenditures of
 Federal Awards Required by the Uniform Guidance

Report on Compliance for Each Major Federal Program

We have audited San Juan Mental Health/Substance Abuse Special Service District's (a component unit of San Juan County) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the San Juan Mental Health/Substance Abuse Special Service District's major federal programs for the year ended December 31, 2021. The San Juan Mental Health/Substance Abuse Special Service District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of San Juan Mental Health/Substance Abuse Special Service District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the San Juan Mental Health/Substance Abuse Special Service District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of San Juan Mental Health/Substance Abuse Special Service District's compliance.

Opinion on Each Major Federal Program

In our opinion, San Juan Mental Health/Substance Abuse Special Service District complied, in all material respect, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2021.

Report on Internal Control Over Compliance

Management of San Juan Mental Health/Substance Abuse Special Service District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the San Juan Mental Health/Substance Abuse Special Service District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 24, 2022

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unmodified opinion on the basic financial statements of San Juan Mental Health/Substance Abuse Special Services District.
2. There was no significant deficiency and no material weaknesses disclosed in internal control by the audit over the financial statements.
3. No instances of noncompliance material to the financial statements of San Juan Mental Health/Substance Abuse Special Services District were disclosed by the audit.
4. There were no significant deficiencies and no material weaknesses in internal control over major programs disclosed by the audit.
5. The auditors' report on compliance for the major federal award programs for San Juan Mental Health/Substance Abuse Special Services District expresses an unmodified opinion.
6. The audit of San Juan Mental Health/Substance Abuse Special Services District's major programs disclosed no audit findings relating to major programs that the auditor is required to report.
7. The programs tested as major programs included:

| <u>Program</u> | <u>CFDA#</u> |
|-----------------------------------------------------|--------------|
| Substance Abuse Block Grant (SABG) | 93.959 |
| State Targeted Response to the Opioid Crisis Grants | 93.788 |

8. The threshold for distinguishing Type A programs was \$750,000.
9. San Juan Mental Health/Substance Abuse Special Services District was determined to be a high-risk auditee.

B. FINDINGS-FINANCIAL STATEMENTS AUDIT

None

**C. FINDINGS AND QUESTIONED COSTS-MAJOR FEDERAL AWARD PROGRAMS
AUDIT**

None

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICES DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2021**

| FEDERAL GRANTOR/PASS-THROUGH GRANTOR/ PROGRAM TITLE | CFDA NUMBER | GRANTOR'S NUMBER | CONTRACT OR AWARD AMOUNT | RECEIPTS OR REVENUE RECOGNIZED | DISBURSEMENTS/ EXPENDITURES |
|-------------------------------------------------------------------|----------------|---------------------|--------------------------------|--------------------------------------|--------------------------------|
| U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES | | | | | |
| Passed through State Department of Health and Human Services | | | | | |
| Substance Abuse Block Grant (SABG) | 93.959 | A03089 | 689,892 | 225,981 | 225,981 * |
| Mental Health Block Grant (MHBG) | 93.958 | A03089 | 168,810 | 45,913 | 45,913 |
| State Targeted Response to the Opioid Crisis Grants | 93.788 | A03089 | 379,828 | 166,070 | 166,070 * |
| Projects of Regional and National Significance (PRNS) | 93.243 | A03089 | 232,000 | 134,327 | 134,327 |
| Coronavirus Relief Fund | 21.019 | A03089 | 390,860 | 147,942 | 147,942 |
| Total U.S. Department of Health and Human Services | | | <u>\$1,861,390</u> | <u>\$ 720,233</u> | <u>\$ 720,233</u> |
| U.S. DEPARTMENT OF JUSTICE | | | | | |
| Adult Drug Court and Veterans Treatment Court Discretionary Grant | 16.595/585 | | 123,207 | 75,435 | 75,435 |
| Total U.S. Department of Justice | | | <u>\$ 123,207</u> | <u>\$ 75,435</u> | <u>\$ 75,435</u> |
| TOTAL FEDERAL ASSISTANCE | | | <u>\$1,984,597</u> | <u>\$ 795,668</u> | <u>\$ 795,668</u> |

* Denotes programs tested as major programs

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICES DISTRICT
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AS OF DECEMBER 31, 2021**

1. SIGNIFICANT ACCOUNTING POLICIES

The accompanying schedule of expenditures of federal awards is a summary of program activity of San Juan Mental Health/Substance Abuse Special Services District's federal award programs and does not necessarily present transactions that would be included in financial statements of the District presented on the modified accrual basis of accounting, as contemplated by generally accepted accounting principles.

The San Juan Mental Health/Substance Abuse Special Services District has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

2. BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting for expenses of San Juan Mental Health/Substance Abuse Special Services District, which is described in Note 1 of the financial statements.

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

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Item 16.

Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

RE: Independent Auditor's Report on Compliance
and Report on Internal Controls Over Compliance
as Required by the State Compliance Audit Guide

To the Board of Directors:

Report On Compliance

We have audited San Juan Mental Health/Substance Abuse Special Service District's (a component unit of San Juan County) compliance with the applicable state requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, for the year ended December 31, 2021.

State compliance requirements were tested for the year ended December 31, 2021 in the following areas:

Cash Management
Government fees
Fund Balance

Budgetary Compliance
Fraud Risk Assessment

Management's Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor's Responsibility

Our responsibility is to express an opinion on San Juan Mental Health/Substance Abuse Special Service District's compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of the District's compliance with those requirements.

Opinion on Compliance

In our opinion San Juan Mental Health/Substance Abuse Special Service District complied, in all material respects, with the state compliance requirements referred to above for the year ended December 31, 2021.

Other Matters

The results of our auditing procedures disclosed no instance of noncompliance.

Report on Internal Control Over Compliance

Management of San Juan Mental Health/Substance Abuse Special Service District is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the San Juan Mental Health/Substance Abuse Special Service District's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the San Juan Mental Health/Substance Abuse Special Service District's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a state compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 24, 2022



COMMISSION STAFF REPORT

MEETING DATE: October 18, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of a Standard Service Provider Contract with Personnel Systems & Services for an amount not to exceed \$31,085. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion approving the agreement

SUMMARY

Since 2020, San Juan County has utilized services from Personnel Systems & Services on wage comparison data as well as an annual subscription accessing comparable data from other Cities, Counties and the State who have utilized their services throughout the State.

In 2020, from results of our initial survey of employee wages here in San Juan County, it was indicated that a majority of our employees are being compensated at a level way below the average compensation in comparison to their data.

This Contract will allow us to update the marketable wage data, allow PS&S to review all of our job descriptions and make necessary updates, review our current pay scale and update that to a merit system, review some of our department structures and assist in FMLA Exempt Classifications.

Completion of this project should be finalized prior to final adoption of the 2023 FY Budget adoption in December.

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

| | | | |
|-------------------|--------------------------------------------------------|------------------------|-------------------------------------|
| Service Provider: | Personnel Systems & Services | Contact Phone Number: | (801) 269-8977 |
| Contact Person: | Mike Swallow | Contact Email Address: | pss.mike@comcast.net |
| Address: | 1325 West Bluemont Drive Salt Lake City, Utah 84123 | Type of Service: | Job Analysis and Compensation Study |

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows:

- A. Service Provider shall provide full services required for a Job Analysis and Validation Study which includes:
 - a. Conduct virtual meeting(s) with county management and/or designated staff to discuss philosophy, work plan and explain instruments.
- B. Determine customization needs, if any, for proposed instruments.
- C. Identify communication processes and methods to satisfy employee engagement expectations.
- D. Vendor will provide a Job Audit of each of the County functions including Employee Engagement and Job Description Preparation/Updates.
- E. Vendor will develop and deliver a customized job valuation instrument reflecting the employee “worth of work”; priorities. The Vendor will then perform the initial point factor valuation of each job based upon the finalized job description and prepare recommendations for job pay ranges. The instrument will compare each job against the public policy measures of responsibility, difficulty of work, job knowledge and work environment, etc. The scientific approach used in the construction of the factor tool is based upon “Law of Just-Noticeable-Difference.”
- F. Vendor will work with Management and HR Generalist in cooperation with the Vendor for the assignment of point values to each job, which process may include an invitation to subject matter experts, supervisors and/or job incumbents to meet and discuss job content. The fine-tuning exercise will constitute staff training in the job valuation methodology.
- G. Vendor will utilize the Technology Net, web-based resource to expedite the conducting of the Market Compensation Study. Additionally, if requested by the county, complementary market data may be added to the data obtained through direct solicitation of targeted survey participants in the county market area as defined by management. Additional data sources may be used, i.e., Transparent Utah, Utah Department of Workforce Services, Economic Research Institute (ERI), etc.
- H. Labor Market Analysis: The Vendor will conduct a survey of base wages within a selected labor market for the county benchmark positions. The survey participants will be chosen by county management and represent various non-profit, public and private entities with whom the county desires to be competitive. It is recommended that this sample remain stable over the years to assure consistency in market evaluation.
- I. It is also recommended that the survey participants include “trend setters” thus enabling the county to ascertain the leadership position of the market. By knowing what market leaders are doing the county can determine what kind of pay policy and posture they want to maintain in relationship with the selected market. Statistical analysis and charts will be used to describe the survey results.
- J. Vendor will develop and deliver regression analysis graphic illustrations of the county’s comparative position with the defined market area and survey participants.
- K. Additional scope and services are further defined in Exhibit “A” Proposal

2. Compensation.

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider not to exceed Thirty-One Thousand and Eighty-Five Dollars and No/100’s (\$31,085.00).
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.

- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on December 31, 2022 at 11:59 p.m.

4. Early Termination.

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense")

(Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent San Juan County negligently or intentionally caused those Indemnifiable Losses.

7. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

| <u>San Juan County</u> | <u>Service Provider</u> |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535 | <u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535 |
| | Personnel Systems and Services Attn: Mike Swallow 1325 West Bluemont Drive Salt Lake City, Utah 84123 |

8. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
9. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
10. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
11. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
12. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
13. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
14. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
15. **Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

Item 17.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <p>SAN JUAN COUNTY</p> <p>By: _____ San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p> | <p>PERSONNEL SYSTEM & SERVICES</p> <p>By: _____ Mike Swallow</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|

EXHIBIT "A"
PROPOSAL

San Juan County

Proposal for A Job Analysis & Compensation Study

October 4, 2022

Prepared By



**1325 W. Bluemont Dr.
Salt Lake City, UT 84123
801-269-8977
personnelsystems@comcast.net**

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INTRODUCTION

The development of a sound personnel management system begins with an organizational statement addressing the objectives of management related to achieving a predetermined employer status and labor market posture. Underlying the objectives is the organization's attitude or philosophy about work and workers. With this in mind the consultant assumes (1) that the **San Juan County** desires to achieve a reasonable level of competitiveness and maintain current standards in providing quality services by attracting and retaining the most qualified employees and (2) in order to avoid becoming a training ground for other employers, the county views it desirable to provide career development opportunities where ever possible, competitive compensation and commit other resources necessary to enhance the attractiveness of the city as an employer.

PROJECT PHILOSOPHY

Personnel Systems & Services subscribes to and promotes equal pay for equal work, non-discrimination in employment and fair and good faith dealing in all employee-employer relationships. Management has the right to expect a fair day's labor for the daily wage provided. Employees have the right to expect a fair day's pay for the labor given. The appropriateness of the pay provided is a function of the market place, the organizations internal equity system, which establishes the value of the job to a specific employer, and the perceived value of the individual based upon job performance, which includes loyalty, dependability and competence.

The employee's perception of equity and consistency in pay practices may not result in greater productivity and efficiency while the perception of inequity and inconsistency will most always produce discontent.

SERVICE AREAS

JOB ANALYSIS, JOB DESCRIPTION UPDATE & DEVELOPMENT

The process of collecting facts about jobs sufficient to create or update job descriptions and specifications is the preliminary requirement necessary to complete job valuation. The description format includes job title, general purpose statements, and essential functions. The specifications for the job refer to those statements that describe personal characteristics, minimum qualifications, knowledge, skills, and abilities, or special qualifications that must be met for a job applicant to be considered eligible for the position. Completed documents are ADA compliant regarding essential functions of each individual position. This phase can be mitigated by having current and up-to-date job descriptions.

JOB VALUATION

In cooperation with the County HR Director, the consultant will perform the review of the updated job descriptions to determine the internal equity job valuations. The objective of this phase of the project is to determine and establish the internal equity program that is ultimately attached to market data to create a formal pay plan. Additionally, the instrument will establish compliance with public policy defining legal criteria for the differentiation in pay for all county jobs. This process will assist the county to verify its own "worth of work" values most effective in the maintenance of a "**site validated**" internal equity methodology.

LABOR MARKET ANALYSIS

A review of the labor market, the economic area in which you wish to compete, is essential to the overall success of the pay plan. The objective of the analysis is to achieve external competitiveness. This phase involves the completion of a survey of employer wages for benchmark positions. Using statistical measures and valuation techniques it is possible to determine your competitive position in the chosen market place including public and/or private employers, and then establish a specific posture regarding the most realistic market objectives in terms of pay ranges and methods of pay progression. Where does the county want to posture itself in the market place? As a trendsetter? A leading-edge competitor? At market parity? Or, as reasonably comparable?

COMPENSATION POLICIES & PROCEDURES

This service involves providing at no cost a model compensation management policy which addresses method of progression from minimum to midpoint and from midpoint to maximum of the pay range. Additionally, an outline for creating an incentive program will be included. An optional phase to be referenced in the body of the proposal will be a comprehensive HR system audit.

BASIS OF SOUND PAY PROGRAMS

As the county seeks to establish and maintain an effective compensation program it is recommended that consideration be given to some or all of the following:

1. Size and type of business: *The ability to pay certain rates, based upon revenues and financial resources.*
2. Organizational Philosophy: *The willingness to pay certain rates and attitudes about ranking among other employers within a selected labor market.*
3. Nature and Diversity of Work: *The degree of specialization, work variety, and technology (an element of the job classification methodology).*
4. Regional Economics: *The prevailing rates of pay and the rates of inflation.*
5. Availability of Labor Supply: *The competition for certain types of jobs resulting from an abundance or shortage of certain skills and abilities within the labor market.*
6. Value of Work Contribution: *The worth of a particular job to the organization (the overall value determined through classification methodology).*
7. Pay Supplements: *The total compensation comparability afforded through various incentives and discretionary benefits.*
8. Reputation of the Organization: *The competitiveness of pay and social recognition as high- or low-paying.*
9. Pay Progression Policy:
 - The learning curve impact associated with certain types of jobs.
 - Pay range uniformity vs. diversity (pay schedule design).
 - Length of Service.
 - Performance based increases.
 - Pay for knowledge or level of competency.
 - The use of "control rates" within the pay ranges.
10. Bonus and Incentive Plans:
 - The use of "non-scheduled" recognitions.
 - The use of non-monetary rewards.
11. Ownership Protection: *involves realistic consideration of resource limitations. The cost of administration should constantly be balanced against achieving the other objectives of the pay plan and overall personnel program.*

SCOPE OF WORK JOB ANALYSIS & VALUATION STUDY

PRE-PROJECT PLANNING

- A. Conduct virtual meeting(s) with county management and/or designated staff to discuss philosophy, work plan and explain instruments.
- B. Determine customization needs, if any, for proposed instruments.
- C. Identify communication processes and methods to satisfy employee engagement expectations.

QUESTIONNAIRE ADMINISTRATION, COLLECTION & ONSITE PREPARATIONS

Step #1: The consultant will provide to MANAGEMENT staff the data collection instruments (along with instructions for completion) for distribution to fulltime and regular part-time employees. These instruments shall include a "Job Values" survey and may include a Position Analysis Questionnaire.

The Position Analysis Questionnaire (PAQ) will ask a variety of questions related to job duties, responsibilities, knowledge, skills, abilities, etc. This is a standard tool used to accumulate job facts for all job classifications. *This phase can be minimized or eliminated by using existing position descriptions as the primary instrument for updating. Employees may wish to use a combination of both documents to provide the greatest amount of written information regarding their position. Unique positions not previously included in the HR system would still require the use of the questionnaire.*

Step #2: MANAGEMENT staff to review a "Job Values Survey" instrument provided by the consultant to determine that the survey content addresses all the "worth of work" values of interest to the county. This process results in the delivery of a "site validated" job valuation (point factor) instrument consistent with those criteria set forth in the Job Classification and Fair Labor Standards Acts as the legitimate basis to differentiate the pay between jobs.

Step #3: MANAGEMENT distributes/emails a Google Doc weblink to all employees for participation in the values survey. The weblink instrument will provide the instructions for completion. In the email, the County Manager will specify the targeted completion date.

Step #4: Supervisors and MANAGEMENT staff review completed employee Position Analysis Questionnaires.

Step #5: Completed survey and questionnaires to be compiled and mailed or emailed to the consultant by MANAGEMENT staff. Values survey results will accumulate online and then summarized and provided to the MANAGEMENT staff and used to customize the internal equity instrument.

Step #6: If available, MANAGEMENT staff delivers electronic copies of existing/current job descriptions to the consultant.

Step #7: The consultant and audit team reviews all completed questionnaires and current job descriptions.

Step #8: MANAGEMENT staff to email the consultant an Excel file containing the **employee census** identifying employee first name, last name, location, department, job title, pay grade/band, pay range minimum and maximum and current actual pay.

JOB AUDIT- EMPLOYEE ENGAGEMENT

Step #9: **Virtual Engagement:** The consultant will prepare an audit schedule and propose times for individual and group audits and deliver the proposed schedule to MANAGEMENT for review and distribution. A brief time will be allowed to shift and reschedule employees where the proposed schedule contains conflicts or poses attendance issues. This process will allow all employees opportunity for direct verbal input. All positions with one incumbent will be audited. Positions with more than one incumbent can be involved in group audits. Where necessary, onsite job audits will be scheduled. Each audit is to take approximately 45-60 minutes. **Mike Swallow will meet with all department heads.**

JOB DESCRIPTION PREPARATION

Step #10: **Position Description Rough Draft:** Upon completing job audits the consultant will update or prepare rough draft descriptions describing general purpose, supervisory relationships, essential functions, minimum qualifications, knowledge, skills, abilities, and special qualifications required for the job. The drafts will be delivered to MANAGEMENT for review and distribution. This document should be reviewed and approved by both position incumbents, or a representative or representatives of the position, and supervisors. Individuals will be encouraged to make additions or deletions to the position description in cooperation with supervisors as needed to satisfy the perceptions of their jobs.

Rough draft documents will, if desired by the county, incorporate options for **career progression** utilizing job families and related logical structure.

Step #11: **Position Description Final Draft:** Upon receiving the reviewed and edited rough draft descriptions the consultant will finalize all changes and updates. Significant alterations may require follow-up audits by the Consultant to clarify significant differences in job perceptions.

JOB VALUATION & CLASSIFICATION

Based upon the results of the "Job Values" survey the consultant will develop and deliver a customized job valuation instrument reflecting the employee "worth of work" priorities. The consultant will then perform the initial point factor valuation of each job based upon the finalized job description and prepare recommendations for job pay ranges. The instrument will compare each job against the public policy measures of responsibility, difficulty of work, job knowledge and work environment, etc. The scientific approach used in the construction of the factor tool is based upon Weber's "Law of Just-Noticeable-Difference."

Step #12: Consultant updates and recommends point factor valuation instrument and pay range options with consideration being given to various pay plan designs.

Step #13: The consultant applies the point valuation instrument to each job and creates the baseline for establishing internal equity and job valuation consistency.

Step #14: MANAGEMENT and assigned staff in cooperation with the consultant "fine-tunes" the assignment of point values to each job, which process may include an invitation to subject matter experts, supervisors and/or job incumbents to meet and discuss job content.

Step #15: During the fine-tuning process, the consultant, County HR Director and assigned MANAGEMENT staff work together to identify and determine possible classification consolidations, career path options, and job family progressions. The fine-tuning exercise will constitute staff training in the job valuation methodology.

SCOPE OF WORK MARKET COMPENSATION STUDY

MARKET DATA COLLECTION & ANALYSIS

Step #16: The consultant will utilize the **Technology Net**, web-based resource to expedite the conducting of the Market Compensation Study. Additionally, if requested by the county, complementary market data may be added to the data obtained through direct solicitation of **targeted survey participants in the county market area as defined by management. Additional data sources may be used, i.e., Transparent Utah, Utah Department of Workforce Services, Economic Research Institute (ERI), etc.**

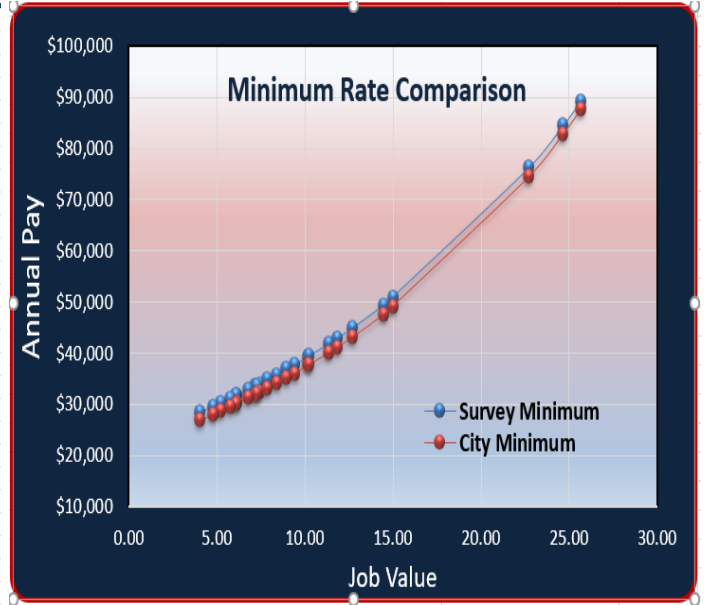
Step #17: **Labor Market Analysis:** The consultant will conduct a survey of base wages within a selected labor market for the benchmark positions. The survey participants will be chosen by county management and represent various non-profit, public and private entities with whom the county desires to be competitive. It is recommended that this sample remain stable over the years to assure consistency in market evaluation.

It is also recommended that the survey participants include "trend setters", thus enabling the county to ascertain the leadership position of the market. By knowing what market leaders are doing the county can determine what kind of pay policy and posture they want to maintain in relationship with the selected market. Statistical analysis and charts will be used to describe the survey results.

Step #18: Consultant will develop and deliver regression analysis graphic illustrations of the county's comparative position with the defined market area and survey participants.

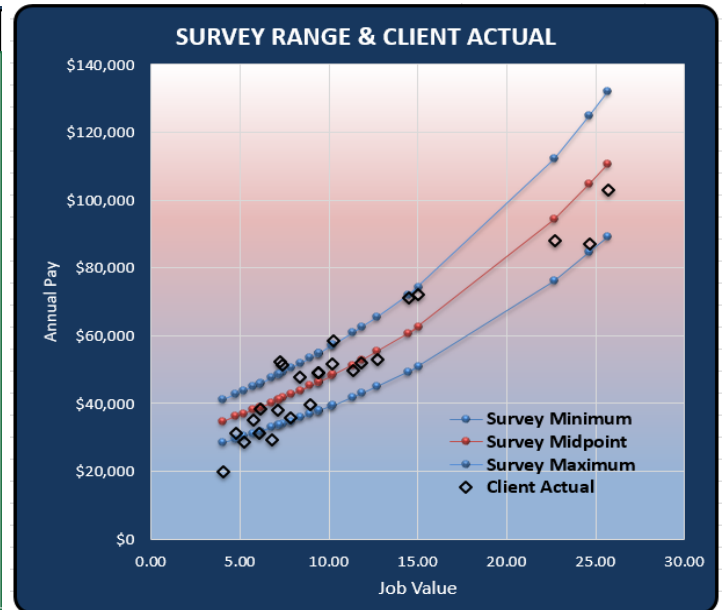
Sample Analytical Chart #1

| Job Value | Survey Minimum | City Minimum | \$ Difference | % | Job Title |
|-----------|----------------|--------------|---------------|-------|------------------------------------------------|
| 25.69 | \$89,236 | \$87,570 | -\$1,666 | -1.9% | CITY MANAGER |
| 24.67 | \$84,541 | \$82,819 | -\$1,722 | -2.1% | POLICE CHIEF |
| 22.70 | \$76,200 | \$74,401 | -\$1,800 | -2.4% | COMMUNITY DEVELOPMENT DIRECTOR |
| 14.49 | \$49,368 | \$47,537 | -\$1,831 | -3.9% | PUBLIC WORKS SUPERINTENDENT |
| 15.03 | \$50,793 | \$48,954 | -\$1,840 | -3.8% | CITY TREASURER/HR DIRECTOR |
| 12.72 | \$44,969 | \$43,171 | -\$1,797 | -4.2% | PARKS SUPERINTENDENT |
| 11.34 | \$41,803 | \$40,039 | -\$1,765 | -4.4% | PUBLIC WORKS SUPERVISOR |
| 11.85 | \$42,941 | \$41,163 | -\$1,777 | -4.3% | SERGEANT |
| 10.18 | \$39,323 | \$37,590 | -\$1,734 | -4.6% | CITY CLERK |
| 10.25 | \$39,457 | \$37,721 | -\$1,735 | -4.6% | POLICE OFFICER III |
| 9.41 | \$37,752 | \$36,041 | -\$1,711 | -4.7% | POLICE OFFICER II |
| 8.40 | \$35,776 | \$34,095 | -\$1,681 | -4.9% | UTILITY MAINTENANCE OPERATOR III |
| 7.41 | \$33,962 | \$32,312 | -\$1,649 | -5.1% | POLICE OFFICER I |
| 7.16 | \$33,514 | \$31,873 | -\$1,641 | -5.1% | UTILITY MAINTENANCE OPERATOR II |
| 7.25 | \$33,680 | \$32,036 | -\$1,644 | -5.1% | COMMUNITY CENTER DIRECTOR |
| 6.16 | \$31,793 | \$30,185 | -\$1,608 | -5.3% | UTILITY MAINTENANCE OPERATOR I |
| 7.86 | \$34,784 | \$33,120 | -\$1,664 | -5.0% | ASSOCIATE PLANNER |
| 8.96 | \$36,851 | \$35,154 | -\$1,698 | -4.8% | BUILDING INSPECTOR |
| 6.78 | \$32,855 | \$31,227 | -\$1,629 | -5.2% | PARKS MAINTENANCE OPERATOR III/CEMETERY SEXTON |
| 6.11 | \$31,703 | \$30,098 | -\$1,606 | -5.3% | ADMINISTRATIVE ASSISTANT |
| 5.73 | \$31,082 | \$29,489 | -\$1,593 | -5.4% | DEPUTY TOWN TREASURER/RECEPTIONIST |
| 5.23 | \$30,266 | \$28,691 | -\$1,576 | -5.5% | PARKS MAINTENANCE OPERATOR I |
| 4.77 | \$29,546 | \$27,986 | -\$1,560 | -5.6% | DEPUTY TOWN CLERK |
| 4.05 | \$28,438 | \$26,904 | -\$1,534 | -5.7% | COMMUNITY CENTER ASSISTANT |



Sample Analytical Chart #2

| Job Value | Survey Minimum | Survey Midpoint | Survey Maximum | Client Actual | Job Title |
|-----------|----------------|-----------------|----------------|---------------|-----------------------------------------------|
| 25.69 | \$89,236 | \$110,523 | \$131,878 | \$102,898 | CITY MANAGER |
| 24.67 | \$84,541 | \$104,643 | \$124,793 | \$87,198 | POLICE CHIEF |
| 22.70 | \$76,200 | \$94,210 | \$112,231 | \$88,042 | COMMUNITY DEVELOPMENT DIRECTOR |
| 14.49 | \$49,368 | \$60,737 | \$72,034 | \$71,126 | PUBLIC WORKS SUPERINTENDENT |
| 15.03 | \$50,793 | \$62,511 | \$74,160 | \$72,134 | CITY TREASURER/HR DIRECTOR |
| 12.72 | \$44,969 | \$55,267 | \$65,484 | \$53,107 | PARKS SUPERINTENDENT |
| 11.34 | \$41,803 | \$51,334 | \$60,778 | \$49,800 | PUBLIC WORKS SUPERVISOR |
| 11.85 | \$42,941 | \$52,747 | \$62,468 | \$52,100 | SERGEANT |
| 10.18 | \$39,323 | \$48,255 | \$57,097 | \$51,722 | CITY CLERK |
| 10.25 | \$39,457 | \$48,421 | \$57,296 | \$58,342 | POLICE OFFICER III |
| 9.41 | \$37,752 | \$46,307 | \$54,769 | \$48,932 | POLICE OFFICER II |
| 9.41 | \$37,752 | \$46,307 | \$54,769 | \$48,932 | POLICE OFFICER II |
| 9.41 | \$37,752 | \$46,307 | \$54,769 | \$48,932 | POLICE OFFICER II |
| 8.40 | \$35,776 | \$43,856 | \$51,841 | \$47,900 | UTILITY MAINTENANCE OPERATOR III |
| 7.41 | \$33,962 | \$41,607 | \$49,157 | \$51,246 | POLICE OFFICER I |
| 7.16 | \$33,514 | \$41,053 | \$48,496 | \$38,072 | UTILITY MAINTENANCE OPERATOR II |
| 7.25 | \$33,680 | \$41,259 | \$48,741 | \$52,371 | COMMUNITY CENTER DIRECTOR |
| 6.16 | \$31,793 | \$38,921 | \$45,952 | \$38,400 | UTILITY MAINTENANCE OPERATOR I |
| 7.86 | \$34,784 | \$42,626 | \$50,374 | \$35,887 | ASSOCIATE PLANNER |
| 8.96 | \$36,851 | \$45,189 | \$53,434 | \$39,673 | BUILDING INSPECTOR |
| 6.78 | \$32,855 | \$40,237 | \$47,522 | \$29,300 | PARKS MAINTENANCE OPERATOR II/CEMETERY SEXTON |
| 6.11 | \$31,703 | \$38,811 | \$45,821 | \$31,215 | ADMINISTRATIVE ASSISTANT |
| 5.73 | \$31,082 | \$38,041 | \$44,903 | \$35,044 | DEPUTY TOWN TREASURER/RECEPTIONIST |
| 5.23 | \$30,266 | \$37,032 | \$43,700 | \$28,598 | PARKS MAINTENANCE OPERATOR I |
| 4.77 | \$29,546 | \$36,140 | \$42,637 | \$31,215 | DEPUTY TOWN CLERK |
| 4.05 | \$28,438 | \$34,771 | \$41,005 | \$19,900 | COMMUNITY CENTER ASSISTANT |



Innovation: Worth of Work (WOW)-No Pay Grades: Now developed and available is an approach to compensation analysis that eliminates the use of pay grades, as illustrated above, but still retains the integrity of an internal equity maintenance methodology. Over the years there have always been complaints about pay grade structures that become manipulated. While it is almost impossible to eliminate all manipulation, this new approach can significantly minimize and may eventually eliminate such fairness distortions. Based upon an internal equity valuation each job can have an **individualized market-based pay range**. The slightest variations between the worth of jobs based upon your entity's worth-of-work values can now be recognized resulting in base pay management that is not cumbersome attached to a confining "pay grade system".

This approach **can also overcome the frustrations of "Broad Banding"** and eliminate the challenges of associating non-benchmarked jobs to the benchmark anchor. Here too, every job can be uniquely assigned a market derived pay rate.

Innovation: Fine-tuning pay ranges to address and **resolve market sensitive recruitment and retention issues** is a smooth dynamic of the No Pay Grade-Worth of Work system. An option to assist with this type of issue would be to explore the use of stand-alone or "silo" pay plans for those market sensitive job families, such as may be occurring in Public Safety, Public Power, Information Technology, Building Inspection or Public Health jobs.

SALARY STRUCTURE REVIEW & RECOMMENDATIONS

- Step #19: The Consultant and County HR Director will finalize the salary structure to ensure conformity with management philosophy for pay progression methodology and competitive positioning within the defined market. After identifying market relationships, the county will select a level of competitiveness to be achieved in the design of the new pay plan or "plans" with consideration being given to targeted percentiles in the data's prevailing rates. Imbedded in the design of the pay plan is a feature labeled "competitive objective" enabling management to explore with the click of the mouse, options for pay range implementation. The learning curve philosophy may also be reflected in the development of ranges for various job classifications. Under the "No Pay Grade" alternative, each individual job classification/description will have an independent and separate pay range based upon market.
- Step #20: The Consultant will complete the full integration of the results of the job valuation phase of the study with the market compensation study.
- Step #21: The Consultant will identify and calculate a **least cost implementation** plan and identify the placement of each employee in relation to their job's revised pay range and valuation. As needed, the consultant will create "phase-in" options based upon calculated economic impact. Additionally, an **"organizational reset" and/or "compression adjustment" instrument** will be explored.
- Step #22: The consultant will discuss with County HR Director the interest and value of opening an appeal window to allow employees to appeal their job's valuation and recommended pay range.

COMPREHENSIVE HR SYSTEMS, POLICIES & PROCEDURES AUDIT

- Step #23: A consultant will be provided with copies of all policies and procedures regarding employees and employment within the organization and review all documents. The intent of the review is to ensure that all policies are properly worded, contain current requirements, and to mitigate liability by creating new policies to meet the current needs of the County and as required by law.
- Step #24: The Consultant will meet with the County HR Director, or other employee designated by the administration/mayor, and will perform an audit by asking a series of questions on hiring practices, benefits, compensation, records management, safety and security, discrimination and separation.
- Step #25: A comprehensive report of the findings will be provided, along with a detailed strategy of how to correct any shortfalls or any perceived weaknesses in policies or procedures to implement best practice.

Performance Management System: A performance management and evaluation program will normally be designed in combination with one of two ways: (1) to be utilized to monitor employee, work unit, and organizational progress toward achieving established goals and objectives; and (2) to provide justification for pay increases, advancement, promotion, and incentive awards and job retention. In achieving option two, the success of the program will involve integrating the performance management and evaluation program into the other aspects of the total compensation system. Other compensation factors to be evaluated simultaneously would include some or all the following:

- A. **Base Pay:** This is the acceptable market range as determined through labor market analysis. The objective of the base pay program is to achieve a predetermined pay posture within the county's defined market area. One of four levels is usually pursued: 1) trend setting 2) competitive 3) parity or 4) comparable. The base pay plan is the companion to the job valuation system that is the method of determining internal equity for the purpose of establishing base pay. Movement through the base pay schedule would be determined by two factors- the learning curve concept and acceptable performance (the minimal level of job productivity that would justify job retention).
- B. **Incentive Award/Bonus Plan:** This system allows management to reward performance without compounding the costs in all other areas of compensation which are related to base pay (FICA, retirement, supplemental retirement, insurance, etc.). Such awards are one time, based upon predetermined criteria, can be given to individuals or work groups, and can be either monetary or non-monetary. Even benefits, such as additional annual leave could be used. Such reward systems would provide more financial control.
- C. **Longevity Pay:** Generally, such pay is attached to the base pay schedule. When so attached, this program does also compound other costs mentioned above. Annual leave schedules that allow employees to accumulate leave at increasing rates according to time in service are a form of longevity pay. When considering options for rewarding the dedicated, long service employee, annual leave can be supplemented by a lump sum cash program structured like annual accrual schedules. By separating items "b" and "c" from the base pay schedule, management will be better able to minimize the rewarding of mediocrity.
- D. **Cost-of-Living Adjustments:** This adjustment to the general base pay schedule is an estimate of market changes. The amount of such adjustments is determined regionally by the Bureau of Labor Statistics and reported as the consumer price index. This is a shortcut substitute to conducting a thorough labor market analysis. It is generally recommended that an organization conduct the labor market analysis at least every two or three years to rectify error produced by using CPI or some other market index.
- E. **Market Differentials:** This compensation practice comes into play when the supply and demand in the job market impacts certain types of jobs. It is identified through labor market analysis and shows up as an inconsistency between internal job value (valuation) and external market pay. These adjustments are temporary and are utilized as needed to retain quality employees who have recognized the marketability of their knowledge, skills, and abilities.

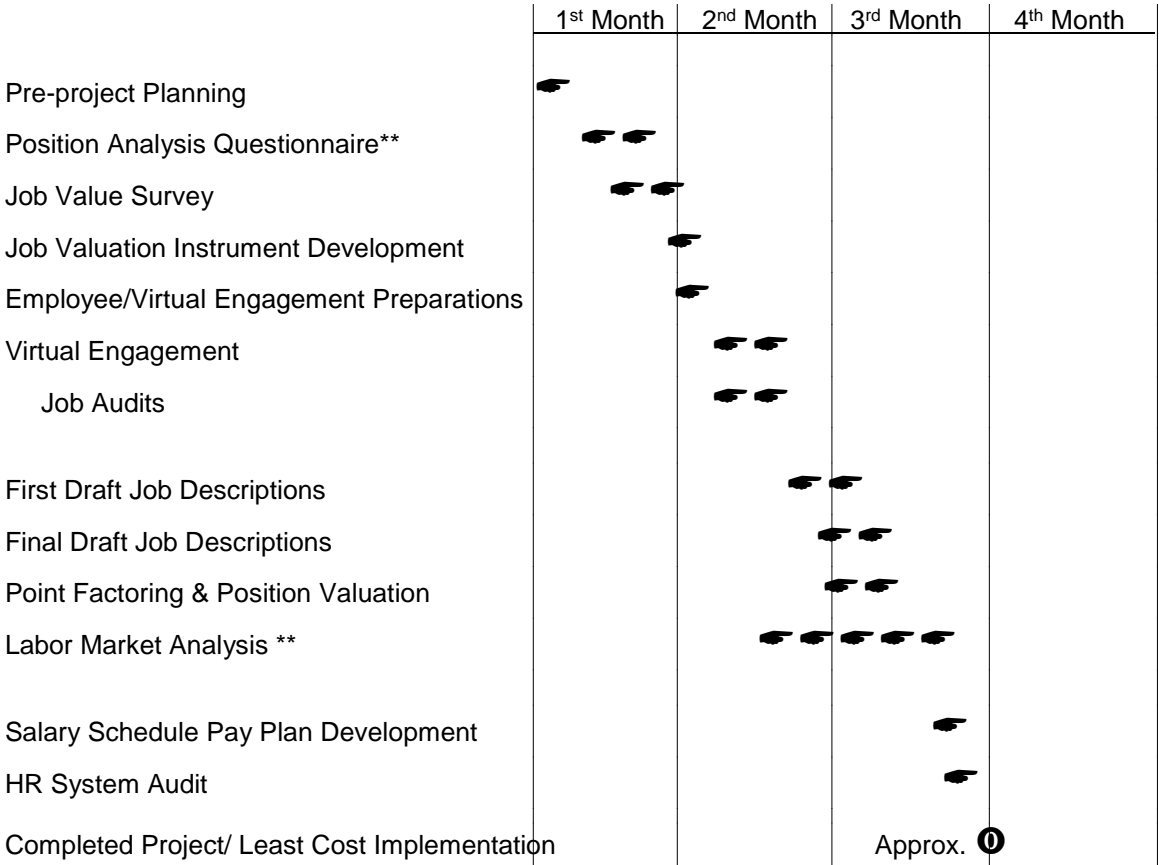
DELIVERABLE PRODUCT AND MATERIALS

Upon conclusion of the project the consultant will provide the County with electronic copies of all project deliverables, i.e., new job descriptions, job evaluation instrument, job valuations, market data, market analysis and pay plan.

NEEDED DOCUMENTATION

1. Electronic copy of current pay plan with ranges for all jobs.
2. Electronic copy of current employee census showing job titles and current actual pay.
3. Electronic copy of current employee census showing date of appointment to current position.
4. Electronic copy of all job descriptions.

TIME REQUIREMENTS Wage & Salary Market Analysis Study



** It is the consultant's experience that slowing in the time line can occur at these phases of the study. Generally, supervisors need to be insistent regarding employees completing and returning Values Survey and Position Analysis Questionnaire (PAQ) within the allocated time. Should such hurdles develop in the study, the target completion date could be over run. Commitment from all levels of management to promote the projects successful completion will be a key element.

① = Deliverable

Compensation Study

COST OF SERVICES

(Approximately 180 fulltime and regular part-time employees and approximately 115 job descriptions/classifications)

Program A-Job Descriptions

| | |
|---------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Questionnaire Administration & Review, approx. 50 @ \$25.00/ea. With preliminary Organizational Analysis & Class Determinations | \$1,250.00 |
| 2. Virtual Job Audits <i>individual and group job audits, approx. 50 @ 60 min. ea.</i> | \$3,750.00 |
| 3. Writing & rewriting of job descriptions approximately 115 @ \$75/ea. | \$8,625.00 |

| | |
|-------------------------|--------------------|
| Total: Program A | \$13,625.00 |
|-------------------------|--------------------|

Program B-Job Valuation

| | |
|------------------------------------------------------------------------|------------|
| 1. Job Value Survey 80% of 180, 144 employees @ \$20 ea. | \$2,880.00 |
| 2. Customization of Job Valuation Instrument | \$1,200.00 |
| 3. Job Analysis & Valuation (Internal Equity Assessment 115 @ \$50.00) | \$5,750.00 |

| | |
|-------------------------|-------------------|
| Total: Program B | \$9,830.00 |
|-------------------------|-------------------|

Program C-Labor Market Wage/Salary Analysis

| | |
|-----------------------------------------------------------------------------|------------|
| 1. Labor Market Salary Survey and Analysis | \$6,200.00 |
| 2. Pay Plan Integration & Recommendations - Compression Adjustment Analysis | \$2,000.00 |

| | |
|----------------------------|-------------------|
| Sub-Total Program C | \$8,200.00 |
|----------------------------|-------------------|

| | |
|--------------------------------------------------|-------------------|
| Technology Net Subscriber Discount @ 25%: | \$2,050.00 |
|--------------------------------------------------|-------------------|

| | |
|-------------------------|-------------------|
| Total: Program C | \$6,150.00 |
|-------------------------|-------------------|

| | |
|---------------------------------|--------------------|
| Total Cost: Program A-C: | \$29,605.00 |
|---------------------------------|--------------------|

| | |
|-----------------------------------|-------------------|
| All overhead Expenses @ 5% | \$1,480.00 |
|-----------------------------------|-------------------|

| | |
|--------------|--------------------|
| Total | \$31,085.00 |
|--------------|--------------------|

Payment Schedule: Upon completion of virtual job audits - 25%. Upon delivery of first draft job descriptions- 25%.

Upon delivery of internal equity assignments, wage analysis, pay plan and final project materials, including least cost implementation estimate- 50%.

OPTIONAL

Program D- HR Systems Audit & Policy & Procedure Recommendations

| | |
|---------------------------------------------------------------------------------------------|----------|
| 1. Review of Policies and Operating Procedures | \$500.00 |
| 2. Onsite/Virtual Audit | \$500.00 |
| 3. Information Analysis, Best Practice Verification & Official Report, With Recommendations | \$500.00 |

| | |
|-------------------------|-------------------|
| Total: Program D | \$1,500.00 |
|-------------------------|-------------------|

MIKE SWALLOW PROFESSIONAL & BUSINESS PROFILE

WORK EXPERIENCE (1976-2022)

Technology Net, Inc.; Partner and co-developer of the TechNet online Compensation Survey System. 900 Subscribers in Utah, Idaho, New Mexico, Wyoming, Colorado, Mid-American Regional Council (Kansas & Missouri), Kansas Association of Counties, Virginia Institute of Government/University of Virginia, Maryland Association of Counties and Maryland Municipal League. Established 2002.

Personnel Systems & Services. Currently providing technical assistance consulting services in human resource management systems consisting of: job analysis and classification, labor market compensation analysis and pay plan development, policy and procedure development, grievance management and resolution, performance management, recruitment and selection, training and general HR management programs. Company established in 1988.

Bureau Manager- Local Government MANAGEMENT/HR Consultant, Bureau of Consulting Services, Department of Human Resource Management, State of Utah. Develop, market, coordinate and deliver technical assistance services to Utah cities and counties in human resource management, supervisory training, organizational development, employee assistance programs, employee relations, fair employment programs, recruitment and selection, job classification, and wage and benefit analysis. Direct and coordinated state-wide and interstate salary and benefit surveys and analysis.

Contract Consultant, Emery County, Price City, Tooele City, Iron City, Tooele County and Carbon County Utah. In conjunction with State of Utah consulting duties, and under special contract, acted as advisor and resource to the Cities. Provided consultation related to policies, procedures, classification, compensation, recruitment, selection, discipline, termination and employee relations.

Self Employed, Benefits Broker & Personnel Consultant. Marketing and sales of individual and group benefits utilizing medical reimbursement plans, salary continuation plans, business continuation programs, stock redemption plans and 401(k) salary reduction plans. Performed private consulting to professionals and local governments. Developed business plans or proformas with income projections, cash flow analysis, balance sheets and break-even analysis. Worked as an associate to Ricketts and Associates-Risk Management/Vierra-CPA firm. Licensed to sell life, health and disability insurance.

Idaho Association of Counties, Boise, Idaho. Develop, market, coordinate and deliver technical assistance services to Idaho cities and counties in human resource management, supervisory training, organizational development, employee assistance programs, employee relations, fair employment programs, recruitment and selection, job classification, and wage and benefit analysis.

Current Retainers: Eagle Mountain, UT; Heber City, UT; North Davis County Sewer District, UT; Washington City, UT.

Current Projects: Vineyard, UT; Alta, UT; Independence, MO; Daggett County, UT; Willard, UT; Taos, NM; Santa Clara, UT; Ouray, CO.

Annual Projects Conducted via Technology Net: Wasatch Compensation Group annual salary and benefit survey (Salt Lake City, West Valley, Murray, Sandy, Provo, Orem, Ogden, Layton, Park City, West Jordan, St. George, and South Salt Lake). Colorado Municipal League, Virginia Institute of Government/University of Virginia, Maryland Association of Counties, Maryland Municipal League, Kansas Association of Counties, Mid-America Regional Council (Kansas & Missouri).

REFERENCES

Ms. Jennifer Vargo, Chief HR Officer, Independence, MO, 816-325-7390, JVargo@indepmo.org

Ms. Tammy Lindsey, HR Analyst, Independence, MO, 816-325-7320, tlindsey@indepmo.org

Mr. Nathan Law, City Administrator, Louisburg, KS, 913-837-5839, nlaw@louisburgkansas.gov

Mr. David Kitchen, HR Manager, Lehi City, 801-768-7100, dkitchen@lehi-ut.gov

Ms. Melanie Alleavitch, HR Manager, Heber City, UT, 435-657-7902, malleavitch@heberut.gov

Ms. Angela Valenzuela, HR Manager, Eagle Mountain, UT, 801-789-6604, avalenzuela@emcity.org

Mr. Nathan Crane, Highland City Manager, UT, 801-772-4566; NCrane@highlandcity.org

Ms. Natasha Hirschi, HR Manager, Cedar City, UT, 435-865-2880, hnatasha@cedarcity.org

Mr. Jamie Davidson, City Manager, Orem, UT, 801-229-7038, jpdavidson@orem.org

Mr. Seth Perrins, City Manager, Spanish Fork, UT, 801-804-4535, sperrins@spanishfork.org

Mr. Ralf Barnes, HR Director, Wasatch Mental Health, UT, 801-852-4710, rbarnes@wasatch.org

Ms. Jennifer Coates, Town Manager, Ridgway, CO, 970-626-5308 Ext. 212, jcoates@town.ridgway.co.us

Ms. Ruth Holyoak, HR Officer, 111 North 100 East, Washington City, UT, 435-656-6315; rholyoak@washingtoncity.org

Ms. Melanie Marsh, Human Resources Director, Payson, UT, 801-465-5202, melaniem@payson.org

Ms. Rebecca Fritz, HR Director, Ouray, CO, 970-325-7062, fritzr@cityofouray.com

Mr. Anthony Mortillaro, Executive Director, North Central Regional Transit District, NM, 505-629-4725, anthonym@ncrtd.org

Mr. Mark Fratrick, Village Manager, Taos Ski Valley, NM, 575-776-8220, mfratrick@vtsv.org

Mr. Dan Tarwater, HR Director, Las Vegas, NV, (702) 229-6011, dtarwater@lasvegasnevada.gov

Ms. Sue Brown, Compensation Administrator, Las Vegas, NV, (702) 229-6011, sbrown@LasVegasNevada.GOV

Others Upon Request

PREVIOUS ENGAGEMENTS

Classification, Compensation, Supervisor Training, Performance Management

UTAH

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| <p>Blanding Bluffdale Bountiful Water Sub-Conservancy District Box Elder County Brian Head Town Brigham City Cache County Canyonlands Natural History Association Carbon County Housing Authority Cedar City Centerfield Central Weber Sewer Improvement District Clearfield Daggett County Davis Applied Technology Center Davis School District Davis County Draper City East Carbon City Emery County Ephraim City Five County Association of Governments Garfield County Grand County Heber City Heber Light & Power Heber Valley Railroad Helper Highland Holladay Hurricane Iron County Kearns Improvement District LaVerkin Layton Lehi City Mapleton Midvale City Moab Morgan County Mountainland Association of Governments Murray School District Neways International</p> | <p>North Davis County Sewer District North Pointe Solid Waste District Park City Phonex Corporation Pleasant Grove Price Provo Riverdale Salt Lake City Service Area #1 San Juan County San Juan School District Santaquin Sevier Applied Technology Center Sevier County Six County Commissioners Organization Snyderville Recreation District South Davis County Fire Department South Jordan South Salt Lake Southeastern Utah Association of Governments Spanish Fork Springville State Board of Education (Utah) State Court Administrator, Office of Summit County Syracuse Taylorsville Taylorsville/Bennion Improvement District Timpanogos Special Service District Tooele County Tooele City Uintah Basin Applied Technology Center Uintah County Utah Risk Management Mutual Association Wasatch County Wasatch Front Regional Council Washington City Washington County Washington Terrace Wellington City West Jordan Woods Cross Zion Natural History Association</p> |
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IDAHO

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Coeur d'Alene City Nampa City Idaho Falls City Benewah County Blaine County Bonner County Bonneville County Boundary County Canyon County Caribou County Canyon County Ambulance District</p> | <p>Custer County Gooding County Idaho County Kootenai County Lemhi County Madison County Minidoka County Owyhee County Power County Valley County</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NEW MEXICO

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| New Mexico Municipal League New Mexico Finance Authority Albuquerque Ruidoso Santa Fe North Central Regional Transit District | Taos Ski Valley Carlsbad Town of Taos Clovis |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|

ALASKA / COLORADO / NEVADA / WYOMING / KANSAS / MISSOURI

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hoonah, AK Cody, WY Park County, WY Lafayette, CO Walsenburg, CO Logan City, CO Georgetown, CO Ouray, CO Ridgway, CO | Wheatland, WY Torrington, WY Wyoming Municipal Power Company, WY Lander, WY Central Wyoming College Powell, WY Louisburg, KS Independence, MO Las Vegas, NV |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Other: National District Attorney Association, Washington DC/Arlington VA

Sample WOW-NPG Pay Plan Clients

| | |
|----------------------------------------------------|-----------------------------------------|
| American Fork, UT | Payson, UT |
| Blanding, UT | Ridgway, CO |
| Canyon County Ambulance District, ID | Rawlins, WY |
| Cedar City, UT | Roosevelt, UT |
| Daggett County, UT | Santa Clara, UT |
| Duchesne County, UT | Saratoga Springs, UT |
| Eagle Mountain, UT | Socorro County, NM |
| Heber Light & Power, UT | Southwest Public Health, UT |
| Highland, UT | Spanish Fork, UT |
| Grand County, UT | Springdale, UT |
| Iron County, UT | Taos Ski Valley, NM |
| Idaho Falls, ID | Taylorville/Bennion Water District, UT |
| Lafayette, CO | Timpanogos Special Service District, UT |
| Lehi, UT | Uintah Basin Technical College, UT |
| Murray, UT | UTOPIA, UT |
| Moab, UT | Wasatch Front Regional Council, UT |
| Nampa, ID | Wasatch Mental Health, UT |
| Ouray, CO | Washington County, UT |
| North Central Regional Transportation District, NM | |

PROJECT TEAM

Mike Swallow

President of Personnel Systems & Services, Inc.; a human resource consulting company established in 1988 and a general partner of Technology Net, Inc., established in 2001. For 30 years Mike has been providing technical assistance as an independent consultant primarily to local government entities either as a staff consultant or independent consultant in various HR management areas, including job analysis and classification, labor market analysis and pay plan development, policy and procedure development, grievance management and resolution, performance management & evaluation, recruitment and selection and supervisor training. Having been engaged by over 130 entities, Personnel Systems & Services has clients based in Utah, New Mexico, Idaho, Colorado, Wyoming, New Jersey and Alaska. The National District Attorney Association, Washington DC, is also a notable consulting engagement. Previous employers include the Utah Intergovernmental Personnel Agency, Idaho Association of Counties, State of Utah- DHRM, and Summit County. Academic credentials include a master's degree in public administration and a bachelor's degree in psychology from Brigham Young University.

Albert Foster

Albert is the president of Facil HR and Express Evaluation, human resource consulting firms which specializes in policy, compliance, employee relations and performance management. For the past 15 years, Albert has consulted over 125 large and small businesses from Vermont to California on ways to keep them compliant, productive, and respected in their operations and industries. After working for Arthur J Gallagher, the third largest consulting firm in the world, and earning a Master's in Human Resources from Utah State University in 2012, Albert felt it was time to grab the bull by the horns, both figuratively and literally, and founded Facil HR in 2015. Facil is Latin for "Easy", and that is his intent, to make HR easy and relieve some of the administrative nightmares that small to mid-sized organizations consistently face. While working for Gallagher, he also managed and owned Custom Benefit Solutions, which he later sold in early 2015. CBS was a TPA specializing in COBRA, administration, flexible spending arrangements, and benefit plan compliance documents. Currently, Albert is also the CEO for a new company, Express Evaluations, a web-based performance management software methodology.

Gaylyn Larsen, SPHR

Gaylyn boasts over 21 years of experience in local government human resource management, which experience is complimented by three years of full-time consulting. Her consulting engagements involved the development of job classification and compensation systems, and she has been a member of several job audit teams in connection with consulting engagements entered into by Personnel Systems & Services. Gaylyn is served as the Salt Lake County Sheriff Department's Human Resource Director for several years and the Human Resource Director for Wasatch Front Waste & Recycling District. Previously, she served as Human Resource Director for the City of St. George for nearly 8 years and as a Human Resource Analyst for the Utah State Tax Commission. Her academic credentials include a degree in Personnel & Industrial Relations with a minor in Economics. Now a free-lance consultant by invitation.

Jeff Monson

Jeff has attained degrees in Business Management, Business Administration, and a Master's degree in Organizational Management. He has 15 years of training, program development, and human resource experience. Jeff gained much of his experience while working at Intermountain Health Care. During that time, he worked with a variety of employee and patient groups and committees and helped develop and implement effective communication techniques and behavioral modification programs. He also gained a wide range of experience from working with over 300 small- and medium-sized organizations, assisting them with human resource, benefit, and safety issues. Additionally, he has helped companies develop the necessary policies and procedures to become more effective and profitable. Various projects involved the resolution of issues between employers and employees regarding compliance issues, safety laws, and regulations. He was elected and serves as a member of the Board of Trustees for Kearns Oquirrh Park Fitness Center. Now a free-lance consultant by invitation.

Richard Morley

Richard (Ric) holds a bachelor's degree in business administration and is a human resource professional with 20+ years of combined experience in human resource management, business, business development, purchasing, accounting, computers, and retail business management. With his experience crossing several disciplines, he brings multiple business talents to our consulting team. Since 1991 he has been involved in HR operations. This included the development of seminars in time management (Simple Time Management); serving as Director of Operations for a company that achieved over 50 million a year in sales (where he also developed the basis for the future HRIS system); serving as a team member providing HR consulting to local governments; and serving as Director of Human Resources for a small company where he was later promoted to Executive Vice President. Here he also developed an internet-based HRIS system that works with almost all payroll and human resource programs. Most recently, Ric assisted in forming a human resource company named HR Group Central whose focus is to provide customized HR technical assistance to small and large companies and until recently, having retired, served as the COO. Ric is a member of the SHRM and has been involved with various chamber organizations. Now a free-lance consultant by invitation.

George Sadowski, MBA, CUSA

George holds a master's degree in business administration (MBA) and certified as a utilities safety administrator (CUSA) [National Safety Council Utilities Division]. He has 30+ years of combined experience in the environmental, health and safety industries as regulated by OSHA, EPA, DOT, to include aerospace (DOD), low level radioactive nuclear waste (NRC), mining (MSHA), FedEx Express (FAA, DOT, EPA), for public and private utilities/municipalities.

Pursuant to being the CEO and president of an HR/EHS consulting enterprise (HR Group Central), his leadership has been an asset to our consulting team. George has been involved in various operational ventures since 1984 that have ranged from development, training and educational compliance seminars dealing with said regulatory agencies.

Throughout his carrier, Mr. Sadowski has been involved and served in a number of civic and service organizations. He chaired the board of directors for Utah's largest water reclamation facility; was Chairman of the Board of Trustees for a local conservancy district; he served on a Chamber of Commerce's board of directors and was VP in the Utah Chapter of the American Society Safety Engineers (ASSE). Now a free-lance consultant by invitation.


Judy Thimakis

Judy has a combined 27 years of human resource experience in private industry, higher education, and local government public administration. As a PhD, Judy has occupied a faculty position at the University of Phoenix, teaching in the master's and undergraduate programs. In a fulltime capacity, Judy works for American Fork City as the HR Manager, and has worked for Salt Lake County as the Executive Director of the Deputy Sheriff Merit Commission and Senior HR Consultant in the Human Resources Department. She managed the Compensation Department for the University of Utah and directed the HR functions in private industry. She is experienced in managing benefits, compensation, recruitment, employee relations, safety, training, law enforcement testing, law enforcement merit systems, and some information systems. Academically, Judy carries a Bachelor's Degree in Human Resources and a Master's Degree in Public Administration. She owns a Doctorate of Management where her dissertation subject was Gender and Leadership, a Comparative Study. She is trained in dispute resolution and is a Legislative Advocate, assisting with lobbying efforts for University of Utah. Judy has been active professionally serving on boards in the human resources area, including President, Vice President, and a board member for the Intermountain Compensation and Benefit Association (ICBA) and the International Public Management Association-Human Resources (IPMA-HR).

Kenneth Topham Jr., CEBS CPM

Ken is a Technology Net, Inc. founder and general partner. He earned a B.S. degree in Business Administration from Southern Utah State College (now Southern Utah University) and an MBA from the University of Utah. He has professional designations as a Certified Employee Benefit Specialist (CEBS) from the Wharton School and the International Foundation of Employee Benefits Plans; and as a Certified Public Manager (CPM) from the University of Utah and the State of Utah. He is a past member and chairman of the Salt Lake Area Compensation and Benefits Group and previous member of the International Foundation of Employee Benefits Plans and of the International Society of Certified Employee Benefit Specialists. He was employed with the State of Utah for 30 years, with nearly 28 years' experience in the human resource management field. He has filled positions as Management Analyst in the Department of Transportation, Human Resource Director in the State Tax Commission, State Compensation Manager, State Benefits Manager, and HR Functional Manager during the State's development and implementation of a client/server Human Resource Management Information System. He was instrumental in developing and implementing the State's flexible benefits program, employee benefits profiles, annual benefits fairs, a health awareness training program, and the State's client/server human resource management information system. His last assignment with the State DHRM was as the State of Utah HR Special Projects Manager with assignment specifically in the area of local government services.

Appendix

| <div style="background-color: #8B4513; color: white; padding: 5px; text-align: center;"> <h2 style="margin: 0;">Factor I- Job Knowledge</h2> <h3 style="margin: 0;">40%</h3> </div> | |  <h1 style="margin: 0; color: #4F81BD;">American Fork</h1> | | | | | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|--------------------------------------------|---------------------------------------------------------|-----------------------------------------|
| | | A | B | C | D | E | F | G | H | | | | | | |
| <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> KNOWLEDGE, SKILLS & ABILITIES </div> | <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> FORMAL EDUCATION & TRAINING </div> | | | | | | | Minimal Formal Education. | Graduation From High School Or GED. | High School, GED & up to 1 Year Of Job Related Training or Education. | 2 Years Of Job Related Training, or Associate Degree. | 4 Years of job related training, Or Bachelor's Degree. | 4 yr. degree plus 1 Year Of Graduate Work. | 2 Years Of Graduate Work, Masters Degree Or Equivalent. | Extensive Graduate Work Beyond Masters. |
| 1. Unskilled. Ability to follow simple oral instructions. Reading and performing simple mathematical computations may be required. May need a basic understanding of the use of common office equipment or basic hand and power tools. | 0.62 | 0.68 | 0.78 | | | | | Additional points are awarded for required experience as a percentage of the points awarded for Job Knowledge: I. Up to one (1) year of experience...5% II. Up to three (3) years of experience...10% III. Up to five (5) years of experience...20% IV. Up to eight (8) years of experience...30% V. Over eight (8) years of experience...40% | | | | | | | |
| | 0.65 | 0.72 | 0.82 | | | | | | | | | | | | |
| | 0.77 | 0.75 | 0.87 | | | | | | | | | | | | |
| 2. Semi-skilled. Proficiency in the use of simple equipment. Knowledge of general office procedures, practice or operations. Proficient in math, reading, keyboard operations, common office equipment or basic hand and power tools. | 0.81 | 0.89 | 1.02 | 1.17 | | | | | | | | | | | |
| | 0.85 | 0.93 | 1.07 | 1.23 | | | | | | | | | | | |
| | 1.00 | 0.98 | 1.12 | 1.29 | | | | | | | | | | | |
| 3. Requires working level knowledge, skills, and abilities related to a broad range of either complex clerical or technical functions or apprentice level knowledge of a single function area or work specialization. | 1.05 | 1.15 | 1.33 | 1.53 | 1.75 | | | | | | | | | | |
| | 1.11 | 1.21 | 1.39 | 1.60 | 1.84 | | | | | | | | | | |
| | 1.30 | 1.27 | 1.46 | 1.68 | 1.93 | | | | | | | | | | |
| 4. Requires para-professional or full performance level of knowledge, skills, and abilities primarily related to a well defined discipline or vocational specialization. Journey level proficiency. | 1.37 | 1.50 | 1.72 | 1.60 | 1.84 | | | | | | | | | | |
| | 1.44 | 1.57 | 1.81 | 2.08 | 2.39 | | | | | | | | | | |
| | 1.95 | 1.65 | 1.90 | 2.19 | 2.51 | | | | | | | | | | |
| 5. Entry level professional KSA's utilizing techniques which require understanding of involved practices, principles and/or theory or mastery of a well defined discipline or vocational specialization. | | 2.05 | 2.24 | 2.58 | 2.96 | 3.41 | 3.92 | 4.51 | | | | | | | |
| | | 2.15 | 2.35 | 2.71 | 3.11 | 3.58 | 4.12 | 4.73 | | | | | | | |
| | | 2.47 | 2.84 | 3.27 | 3.76 | 4.32 | 4.97 | | | | | | | | |
| 6. Requires experienced professional level knowledge, skills, and abilities. High proficiency demonstrated through independent application of principles or theory. Creative work. | | | 2.91 | 3.35 | 3.85 | 4.43 | 5.10 | 5.86 | | | | | | | |
| | | | 3.06 | 3.52 | 4.05 | 4.65 | 5.35 | 6.15 | | | | | | | |
| | | | 3.21 | 3.69 | 4.25 | 4.89 | 5.62 | 6.46 | | | | | | | |
| 7. Highly developed, seasoned professional. Managerial KSA's, Mastery of involved practices, precedents, theory, principles. | | | | 4.36 | 5.01 | 5.76 | 6.63 | 7.62 | | | | | | | |
| | | | | 4.57 | 5.26 | 6.05 | 6.96 | 8.00 | | | | | | | |
| | | | | 4.80 | 5.52 | 6.35 | 7.30 | | | | | | | | |
| This factor measures the nature and extent of information or facts which the worker must understand to do acceptable work (e.g., steps, procedures, practices, rules, policies, theories, principles, concepts and precedents) and the nature and extent of skills/abilities necessary to apply the acquired knowledge. It also includes the amount of training required by the job prior to entry. Special requirements, certifications or licenses. Award additional points as a percentage of the points awarded above for knowledge & training for the following: <ul style="list-style-type: none"> I. Commercial drivers, applicator, operator licenses or specialized clerical certification...5%. II. Technical license or certification...10% III. Professional license or designation...20%. Multiple credentials, licenses or certifications....award an additional 5%. Annual or periodic recertification, testing or mandatory training requirements...award an additional 5%. | | | | | | | | | | | | | | | |

Factor II - Responsibility

35%

ACCOUNTABILITY & ACCURACY

CONTROLS OVER THE WORK

| | A | B | C | D | E | F |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Consequences of error produce little or no negative impact. Remedies are readily available within the context of the task being performed. Minimal loss of time to correct the error. | | Errors normally result in loss of own time to correct or check. Quality of task completion impacted by need for accuracy related to repetitive tasks or operations. | Errors may result which affect one or more work group. Immediate Supervisors must remedy errors and generally assume full accountability. Impact may vary in severity. | Errors may result affecting multiple work units within a department or cause injury or operating problems difficult to correct. Financial/legal implications exist to some degree. | Errors may result affecting entire department. Consequences affect public image for an extended time period requiring considerable resources to correct. Financial/legal implications are serious. | Errors may result which affect the entire organization. Consequences severely affect organizational efficiency. Public image severely damaged. Impact demands executive action. Extensive Financial/legal implications |
| 1. Clear, detailed and specific instructions given for both one-of-a-kind and repetitious tasks; work is closely controlled through the structured nature of the work, by circumstances in which it is performed, or through review of the supervisor. | 0.94 0.98 | 1.16 1.22 1.28 | 1.51 1.58 1.66 | | | |
| 2. Continuing or individual assignments. Supervisor specifies limitations, quality and quantity of work expected, deadlines and priorities. There is some freedom allowed in selecting methods to be used, but are limited. | 1.03 1.08 1.13 | 1.33 1.40 1.47 | 1.73 1.82 1.91 | | | |
| 3. The work is strictly controlled by practices and procedures which are covered by well defined policy; work is performed without direct supervision but is reviewed periodically by the supervisor. | 1.18 1.24 1.30 | 1.53 1.61 1.69 | 2.00 2.09 2.20 | 2.59 2.72 2.86 | 3.37 3.54 3.72 | |
| 4. The work is subject to policies, practices, and procedures. Some freedom is allowed in the application of policy or procedure. The supervisor sets the overall objectives and identifies available resources. Employee in consultation with supervisor develops projects and deadlines. | | 1.76 1.85 1.95 | 2.29 2.41 2.53 | 2.98 3.13 3.29 | 3.88 4.07 4.28 | 5.04 5.29 5.56 |
| 5. Work is performed under managerial direction with the individual determining what, when, and how the work is done. Establishes unit or program goals & objectives | | | 2.64 2.77 2.91 | 3.43 3.60 3.78 | 4.46 4.68 4.92 | 5.80 6.09 6.39 |
| 6. These jobs by their very nature and size, are broadly subject to general goals and objectives. Work is performed under broad guidance of policy makers. Much autonomy and freedom to act is essential to job effectiveness. | | | | 3.94 4.14 4.35 | 5.13 5.38 5.65 | 6.67 7.00 |

Additional points are awarded for supervisory responsibility and public contacts as a percentage of the points awarded for responsibility:

SUPERVISION: I. Serves as leadworker of one unit, crew, or group.....5% II. Performs as first-line supervisor. Is responsible for quality and quantity. Schedules and assigns work.....10%. III. Supervises more than one group performing similar functions. Has general responsibility for project completion.....15%. IV. Manages a department. Determines priorities. Delegates through subordinate supervisors. Hires & Disciplines.....20%. **PUBLIC CONTACTS:** I. recurring routine contacts with the public or workers in other units requiring exchange of factual information or explanation.....10% II. Contacts with people and/or managers regarding routine administrative or technical matters.....20%. III. Contacts with administrators or professionals in developing and soliciting cooperative relationships.....30% IV. Contacts with administrators with significant impact on programs, projects or policies....40%. V. Contacts with legislative, executive or judicial officials affecting the purpose of the organization...50%. **BUDGET:** I. Secondary responsibility to implement and monitor the budget of a section or division.....5%. II. Primary responsibility to prepare and administer a budget for more than one section or division, or for a department10%.

Factor III- Difficulty of Work 15%

**JUDGMENT & DECISIONS
REQUIRED**

**COMPLEXITY & VARIETY OF
WORK**

| | A | B | C | D | E | F |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Little or no judgment or decisionmaking. Decisions limited to routine steps in performing well defined tasks or in determining the speed at which to perform. | | Decisions are few and directly related to a well defined process. Requires some judgment in selecting variations in sequence of steps, operations or procedures. | Decisions are frequent but related to a well defined process. Judgment is required to select most suitable procedure from more than one process alternative. | Decisions are varied and based upon practice or policy. Employee required to make interpretative judgments when necessary to deviate from standard methods. Determines use of resources. | Decisions are varied based upon broad principles and guidelines. Judgment required to determine program direction and options for policy implementation. | Makes technical and complex decisions based upon research. Judgments must be made without existing guidelines. Creates policy affecting the entire organization. |
| 1. The work consists of a few tasks or functions that are clear cut and directly related. Action to be taken or responses to be made are readily available. There is little variation in the work. | 0.40 0.42 | 0.50 0.52 0.55 | | | | |
| 2. The work consists of duties involving more than one sequence of steps. Variations in the work stem from differences in the source of information, kinds of transactions, entries or other factual situations. | 0.44 0.46 0.49 | 0.57 0.60 0.63 | 0.74 0.78 0.82 | | | |
| 3. The work consists of various duties involving different processes and methods. Choices to be considered differ with the subject, phase, or issues involving each assignment. | 0.51 0.53 0.56 | 0.66 0.69 0.73 | 0.86 0.90 0.94 | 1.11 1.17 1.23 | | |
| 4. Aspects of the work involve conditions and elements that must be identified and analyzed to discern interrelationships and deviations from standards in a specialty field or discipline. Tasks require development of goals and objectives based upon existing interpretation of established policies, rules and guidelines. | | 0.76 0.79 0.83 | 0.98 1.03 1.08 | 1.28 1.34 1.41 | 1.66 1.74 1.83 | 2.16 2.27 2.38 |
| 5. The work consists of independent assignments with varying duties which comprise a primary level of responsibility. Factors to be considered involve the assessment of unusual circumstances, variations in approach, incomplete or conflicting data, and incompatible results. The work requires the development and implementation of program options. | | 0.87 0.91 0.96 | 1.13 1.19 1.25 | 1.47 1.54 1.62 | 1.91 2.01 2.11 | 2.48 2.61 2.74 |
| 6. The work consists of a variety of duties involving a broad range of activities or depth of analysis to develop and implement department or organization-wide goals and policies. | | | | 1.69 1.78 1.86 | 2.20 2.31 2.42 | 2.86 3.00 |

Award additional points for stress as a percentage of points awarded for difficulty of work: This sub-factor attempts to recognize the degree of mental or emotional fatigue or stress inherent to the job and sustained through concentration, work pressures or critical incidents (CIS syndrome). Consider the cycle, duration, and intensity sustained. Consider the need to deal with the public over controversial issues, the responsibility for problem resolution and the need to meet time deadlines. **SOME- 5% MODERATE- 10% CONSIDERABLE- 15% CRITICAL INCIDENT-20%**

Factor IV- Work Environment 10%

PHYSICAL EFFORT

WORKING CONDITIONS

| | A | B | C | D |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|
| Effort is minimal and is exerted only for short, intermitted periods. Effort involves light lifting of tools, objects, and working materials. May involve light pushing, pulling, reaching, bending. Requires normal hearing and visual acuity. Normally performs in seated position. Occasional standing for short durations. | | | | |
| Effort is exerted occasionally for short periods of time. Strain periodic but not prolonged. Moderate lifting, pushing, pulling, bending. More than normal visual and hearing acuity for precision work. Normally performs in abnormal sitting or standing positions. Moderate Manual dexterity required. | | | | |
| Effort is exerted regularly for sustained periods of time. Strain may be for frequent or moderate duration. Moderately heavy lifting, pushing, pulling. Considerable crouching, stooping or lying in prone position. Some strain on sight and hearing. Performs in abnormal positions. High Manual dexterity required. | | | | |
| Effort is prolonged and frequent. Strain may be extended in duration. Effort involves heavy lifting (90 lbs), pushing, pulling with excessive crouching, stooping or lying in prone position. Could involve intense strain on sight and hearing. High manual dexterity be required. | | | | |
| 1. No observable hazards or threat to health or safety. Adequate working conditions with at least minimum environmental conditions to assure the comfort of most workers. | 0.60 0.63 | 0.66 0.69 0.72 | 0.75 0.79 0.83 | 0.87 0.91 0.96 |
| 2. Minimum hazardous working conditions. Minor threat to health and/or safety. Generally adequate working conditions with minimum environmental conditions to assure comfort. Traveling in an automobile may be a regular part of the job. | 0.74 0.78 0.82 | 0.85 0.89 0.94 | 0.98 1.03 1.08 | 1.13 1.18 1.24 |
| 3. Occasional exposure to hazardous work conditions (noise, fumes, heights, slippery, vibrations, moving parts, disease etc.). Moderate exposure to dust, grease, temperature changes, noise, inadequate lighting, inclement weather, etc. Periodic conditions which involve chance of injury. | 0.96 1.01 1.06 | 1.11 1.16 1.22 | 1.27 1.34 1.40 | 1.47 1.54 1.62 |
| 4. Daily exposure to hazardous work conditions. Prolonged and frequent exposure to dust, grease, extreme temperature, or severe outdoor weather conditions. Recurring conditions which involve chance of injury. | 1.25 1.32 1.38 | 1.44 1.51 1.59 | 1.66 1.74 1.83 | 1.90 2.00 |

Hazard Uncertainty: For positions having tasks that place employees in historically life threatening situations (i.e., Fire, Police) add 100% to the base points awarded above for work environment. For positions which require the operation of maintenance or service equipment on city roadways, add 50%. For positions requiring regular and frequent travel, whether local or regional, primarily by automobile, add 25%.

American Fork Point Evaluation



By Rank Order

| Job Code | Department | Job Title | Factor I | | | | | Factor II | | | | Factor IV | | Factor III | | Total Pts. |
|----------|---------------------------------|---------------------------------------------|---------------|--------------|----------------|--------------|---------------|----------------|-------------|--------------|--------|--------------------|--------|--------------|--------|------------|
| | | | Job Knowledge | Years Exper. | Certs, License | Multi Certs. | Annual Recert | Responsibility | Supervision | Public Cont. | Budget | Difficulty Of Work | Stress | Work Environ | Hazard | |
| 1000 | Executive | City Administrator | 7.30 | 2.92 | 0.00 | 0.00 | 0.00 | 7.00 | 1.40 | 3.50 | 0.70 | 3.00 | 0.45 | 0.60 | 0.00 | 26.87 |
| 1200 | Fire | Fire Chief | 5.52 | 2.21 | 0.55 | 0.00 | 0.28 | 5.38 | 1.08 | 2.69 | 0.54 | 2.31 | 0.46 | 0.78 | 0.19 | 22.00 |
| 1700 | Police | Police Chief | 5.52 | 2.21 | 0.55 | 0.00 | 0.28 | 5.38 | 1.08 | 2.69 | 0.54 | 2.31 | 0.46 | 0.78 | 0.19 | 22.00 |
| 1800 | Public Works | Public Works Director | 5.52 | 2.21 | 0.00 | 0.00 | 0.00 | 5.38 | 1.08 | 2.69 | 0.54 | 2.31 | 0.35 | 0.78 | 0.19 | 21.05 |
| 1500 | Parks & Recreation | Parks & Recreation Director | 5.52 | 1.66 | 0.28 | 0.00 | 0.00 | 5.38 | 1.08 | 2.15 | 0.54 | 2.20 | 0.33 | 0.78 | 0.19 | 20.11 |
| 1010 | Executive | | | | | | | | | | | | | | | 18.98 |
| 1205 | Fire | | | | | | | | | | | | | | | 18.72 |
| 1102 | Administrative Services/Finance | | | | | | | | | | | | | | | 18.36 |
| 1400 | Library | Library Director | 5.52 | 1.12 | 0.55 | 0.00 | 0.00 | 4.68 | 0.94 | 1.87 | 0.47 | 1.91 | 0.29 | 0.60 | 0.00 | 18.06 |
| 1805 | Public Works | City Engineer/Regulatory Compliance Officer | 4.25 | 1.27 | 0.85 | 0.21 | 0.21 | 4.68 | 0.70 | 1.87 | 0.47 | 2.01 | 0.30 | 0.78 | 0.19 | 17.80 |
| 1705 | Police | Deputy Police Chief | 4.80 | 1.44 | 0.48 | 0.00 | 0.24 | 4.68 | 0.70 | 1.87 | 0.47 | 1.54 | 0.31 | 0.78 | 0.19 | 17.51 |
| 1015 | Executive | Human Resource Director | 4.25 | 0.85 | 0.00 | 0.00 | 0.00 | 5.80 | 0.00 | 2.32 | 0.29 | 2.61 | 0.39 | 0.60 | 0.00 | 17.10 |
| 1600 | Planning | Planning Director | 5.52 | 1.66 | 0.00 | 0.00 | 0.00 | 4.68 | 0.47 | 1.87 | 0.47 | 1.54 | 0.23 | 0.60 | 0.00 | 17.05 |
| 1210 | Fire | Battalion Chief/Fire Marshal | 5.26 | 2.10 | 0.53 | 0.26 | 0.26 | 3.13 | 0.47 | 1.25 | 0.16 | 1.54 | 0.31 | 1.01 | 0.51 | 16.80 |
| 1300 | Information Technology | IT/Broadband Director | 4.25 | 0.85 | 0.42 | 0.21 | 0.21 | 4.68 | 0.70 | 1.87 | 0.47 | 1.54 | 0.23 | 0.89 | 0.00 | 16.34 |
| 1812 | Public Works | Engineer/Construction Manager | 4.25 | 1.27 | 0.85 | 0.00 | 0.21 | 3.94 | 0.59 | 1.58 | 0.39 | 2.01 | 0.30 | 0.66 | 0.16 | 16.22 |

Total job valuation score translates into a market based pay range; the result of performing regression analysis, examining the relationship between the market price tag from a survey sample and the jobs valuation.



American Fork Compensation Study



Proposed Pay Plan

Hourly Pay Rates

Monthly Pay Rates

Annual Pay Rates

| | Job Value | Pay Range | | | Job Value | Pay Range | | | Job Value | Pay Range | | | Range |
|------------------------------------------------|-----------|-----------|----------|---------|-----------|-----------|----------|----------|-----------|-----------|-----------|-----------|--------|
| | | Minimum | Midpoint | Maximum | | Minimum | Midpoint | Maximum | | Minimum | Midpoint | Maximum | |
| City Administrator | 26.87 | \$55.67 | \$69.59 | \$83.51 | 26.87 | \$9,649 | \$12,062 | \$14,474 | 26.87 | \$115,794 | \$144,742 | \$173,691 | 50.00% |
| Police Chief | 22.00 | \$41.44 | \$51.80 | \$62.16 | 22.00 | \$7,183 | \$8,979 | \$10,775 | 22.00 | \$86,199 | \$107,749 | \$129,299 | 50.00% |
| Fire Chief | 22.00 | \$41.44 | \$51.80 | \$62.16 | 22.00 | \$7,183 | \$8,979 | \$10,775 | 22.00 | \$86,199 | \$107,749 | \$129,299 | 50.00% |
| Public Works Director | 21.05 | \$39.14 | \$48.93 | \$58.71 | 21.05 | \$6,785 | \$8,481 | \$10,177 | 21.05 | \$81,416 | \$101,770 | \$122,124 | 50.00% |
| Parks & Recreation Director | 20.11 | \$36.98 | \$46.22 | \$55.46 | 20.11 | \$6,409 | \$8,012 | \$9,614 | 20.11 | \$76,911 | \$96,139 | \$115,367 | 50.00% |
| Public Relations/Economic Development Director | 18.98 | \$34.54 | \$43.18 | \$51.81 | 18.98 | \$5,987 | \$7,484 | \$8,981 | 18.98 | \$71,845 | \$89,807 | \$107,768 | 50.00% |
| Assistant Fire Chief | 18.72 | \$34.00 | \$42.50 | \$51.00 | 18.72 | \$5,893 | \$7,366 | \$8,839 | 18.72 | \$70,713 | \$88,392 | \$106,070 | 50.00% |
| Finance/Budget Officer | 18.36 | \$33.26 | \$41.58 | \$49.89 | 18.36 | \$5,765 | \$7,207 | \$8,648 | 18.36 | \$69,184 | \$86,480 | \$103,777 | 50.00% |
| Library Director | 18.06 | \$32.67 | \$40.83 | \$49.00 | 18.06 | \$5,662 | \$7,077 | \$8,493 | 18.06 | \$67,943 | \$84,929 | \$101,915 | 50.00% |
| City Engineer/Regulatory Compliance Officer | 17.80 | \$32.16 | \$40.20 | \$48.24 | 17.80 | \$5,575 | \$6,968 | \$8,362 | 17.80 | \$66,896 | \$83,620 | \$100,345 | 50.00% |
| Deputy Police Chief | 17.51 | \$31.60 | \$39.51 | \$47.41 | 17.51 | \$5,478 | \$6,848 | \$8,217 | 17.51 | \$65,737 | \$82,171 | \$98,605 | 50.00% |
| Human Resource Director | 17.10 | \$30.83 | \$38.53 | \$46.24 | 17.10 | \$5,343 | \$6,679 | \$8,015 | 17.10 | \$64,118 | \$80,148 | \$96,178 | 50.00% |
| Planning Director | 17.05 | \$30.72 | \$38.40 | \$46.08 | 17.05 | \$5,325 | \$6,656 | \$7,987 | 17.05 | \$63,897 | \$79,871 | \$95,845 | 50.00% |
| Battalion Chief/Fire Marshal | 16.80 | \$30.26 | \$37.83 | \$45.39 | 16.80 | \$5,245 | \$6,557 | \$7,868 | 16.80 | \$62,944 | \$78,680 | \$94,416 | 50.00% |
| IT/Broadband Director | 16.34 | \$29.44 | \$36.80 | \$44.16 | 16.34 | \$5,103 | \$6,379 | \$7,655 | 16.34 | \$61,242 | \$76,552 | \$91,863 | 50.00% |
| Police Lieutenant | 16.06 | \$28.95 | \$36.18 | \$43.42 | 16.06 | \$5,017 | \$6,271 | \$7,526 | 16.06 | \$60,206 | \$75,258 | \$90,309 | 50.00% |
| Chief Building Official | 15.46 | \$27.90 | \$34.88 | \$41.86 | 15.46 | \$4,837 | \$6,046 | \$7,255 | 15.46 | \$58,042 | \$72,552 | \$87,063 | 50.00% |
| Police Sergeant | 14.55 | \$26.41 | \$33.01 | \$39.62 | 14.55 | \$4,578 | \$5,723 | \$6,867 | 14.55 | \$54,936 | \$68,670 | \$82,404 | 50.00% |
| Street Superintendent | 14.38 | \$26.15 | \$32.69 | \$39.23 | 14.38 | \$4,533 | \$5,666 | \$6,800 | 14.38 | \$54,398 | \$67,998 | \$81,597 | 50.00% |



COMMISSION STAFF REPORT

| | |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MEETING DATE: | October 18, 2022 |
| ITEM TITLE, PRESENTER: | Consideration and Approval of San Juan County Children with Special Health Care Needs (CSHCN) Care Coordination contract by Brittney Carlson, Public Health Nursing Director |
| RECOMMENDATION: | Approve |

SUMMARY

This program intends to ensure that developmental, evaluative, and specialty medical services, care coordination, and continuity of care are provided to children and youth with special health care needs residing within San Juan County.

The service period of this contract is 10/01/2022 through 09/30/2027, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.

FISCAL IMPACT

The Utah Department of Health and Human Services agrees to pay up to \$98,694.00 in federal funds, in accordance with the provisions of this contract.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT

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

2328005
Department Log Number

232701068
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan LHD CSHCN Care Coordination
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

| PAYMENT ADDRESS | MAILING ADDRESS |
|------------------------|------------------------|
| San Juan County | San Juan County |
| 735 S 200 W, Ste 2 | 735 S 200 W, Ste 2 |
| Blanding UT, 84511 | Blanding UT, 84511 |

Vendor ID: 06866HL
Commodity Code: 99999
3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to ensure that developmental, evaluative, and specialty medical services, care coordination, and continuity of care are provided to children and youth with special health care needs residing within Sub-recipient’s geographic service area..
4. **CONTRACT PERIOD:** The service period of this contract is 10/01/2022 through 09/30/2027, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$98,694.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

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

DEPARTMENT
Family Health
Children with Special Health Care
Needs

Eric Christensen
(801) 273-2951
echristensen@utah.gov

7. SUB – RECIPIENT INFORMATION:

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

| | | | |
|----------------------------------|----------------------------------------------|--------------------------------------|--------------------|
| Federal Program Name: | Health Resources and Services Administration | Award Number: | 6 B04MC45247-01-07 |
| Name of Federal Awarding Agency: | U.S. Department of Health and Human Services | Federal Award Identification Number: | B0445247 |
| Assistance Listing: | Maternal and Child Health Services | Federal Award Date: | 9/23/2022 |
| Assistance Listing Number: | 93.994 | Funding Amount: | \$98694.00 |

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

- Attachment A: Business Associate Agreement
- Attachment B: 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 & Human Services 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.

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Contract with Utah Department of Health & Human Services and San Juan County, Log # 2328005

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the Utah Department of Health and Human Services, Office of Children with Special Health Care Needs (the “Department”) and Local Health Department (“Business Associate”). The Parties have entered into one or more underlying agreements (each and together, the "Service Agreement") pursuant to which Business Associate provides services to the Department that require the use and disclosure of PHI. This Agreement only applies when Business Associate is carrying out the functions described in the Service Agreement and does not apply when Business Associate is acting in its capacity as a healthcare oversight agency.

This Agreement sets forth the terms and conditions under which PHI that is created, received, maintained, or transmitted by Business Associate, for or on behalf of the Department, will be handled during the term of the Service Agreement and after its termination.

The Parties agree as follows:

1. Definitions

- A. The following terms used in this Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, Workforce Member, and Use.
- B. “HIPAA Rules” means the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its implementing regulations at 45 C.F.R. Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing regulations.

2. Permitted Uses and Disclosures of PHI by Business Associate

- A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Department as specified in the Service Agreement, so long as such use or disclosure would not violate HIPAA Rules if done by the Department.
- B. Business Associate may use or disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided that: (i) the disclosures are permitted by law; or (ii) (1) Business Associate obtains reasonable assurances from the third party to whom PHI is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (2) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. If Business Associate provides data aggregation services for the Department under the Service Agreement, Business Associate may use and aggregate PHI only for purposes of providing the data aggregation services to the Department. Any use of PHI for other data aggregation or commercial purposes unrelated to the Service Agreement is prohibited. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514. All such uses and disclosures of de-identified data shall be subject to the limits set forth in 45 C.F.R. § 164.514.

3. Obligations and Activities of Business Associate

- A. **Limitations on Use.** Business Associate may use or disclose PHI solely (1) as necessary to perform its obligations under the Service Agreement, (2) as required by law, or (3) as permitted or required under this Agreement. Business Associate shall not use or disclose PHI for any other purpose or in any other manner.
- B. **Minimum Necessary.** Business Associate shall request, use, and/or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use, or disclosure in accordance with the HIPAA Rules.
- C. **Duty to Safeguard PHI.** Business Associate shall implement and maintain appropriate administrative, technical, and physical safeguards that comply with Subpart C of 45 C.F.R. 164, in order to secure electronic PHI, prevent use or disclosure of PHI other than as provided for by this Agreement, and protect the integrity and availability of PHI.

As appropriate, information security safeguards include: (i) limiting access to PHI to authorized workforce members and persons; (ii) securing its facilities, data centers, paper files, servers, back-up systems and computing equipment with information storage capability; (iii) implementing network, device application, database, and platform security; (iv) securing information in transit and at rest; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PHI stored on any mobile media and computing devices that allow remote access; (vii) implementing appropriate personnel security and integrity procedures and practices; and (viii) providing appropriate privacy and information security training to its workforce members whose services may be used to satisfy Business Associate's obligations under this Agreement.

- D. **Subcontractors.** In accordance with 45 C.F.R. §§ 164.502(e)(1)(i) and 164.308(b)(2), Business Associate shall require any subcontractors or agents that create, receive, maintain, or transmit PHI, for or on behalf of Business Associate, agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. To the extent that subcontractors or agents create, receive, maintain, or transmit electronic PHI on behalf of Business Associate, it shall require its subcontractors or agents to comply with Subpart C of 45 C.F.R. 164.
- E. **Access to PHI.** If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within fifteen (15) days of receipt of the Department's request, Business Associate agrees to make available PHI to the Department or, as directed by the Department, to an individual in order to meet the requirements under 45 C.F.R. § 164.524, relating to an individual's right to inspect and obtain a copy of PHI relating to such individual. In the event an individual requests access to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.

As a governmental entity, Business Associate understands it must comply with the Government Records and Management Act (GRAMA) in the retention and disclosure of records in its possession. Pursuant to U.C.A. § 63G-2-107, GRAMA does not apply to a record containing PHI as defined in 45 C.F.R., Part 164, Standards for Privacy of Individually Identifiable Health Information, if the record is: (1) controlled or maintained by a governmental entity; and (2) governed by 45 C.F.R., Parts 160 and 164, Standards for Privacy of Individually Identifiable Health Information

- F. **Amendment to PHI.** If the services performed under the Service Agreement require Business Associate to maintain a designated record set, within thirty (30) days of receipt of the Department's request, Business Associate agrees to make any amendments to PHI, if applicable, as the Department directs or agrees to pursuant to 45 C.F.R. § 164.526. In the event an individual requests an amendment to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.
- G. **Accounting of Disclosures of PHI.** Business Associate shall, as applicable, maintain and make available the information required to provide an accounting of the disclosures as necessary to satisfy the Department's obligations under 45 C.F.R. § 164.528. In the event that an individual requests an accounting of disclosures to PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to the Department within three (3) days of the request.
- H. **Performance of Obligations.** To the extent Business Associate is to carry out one or more of the Department's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligations under this Agreement.
- I. **Availability of Records for Review.** Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining the Department's compliance with the HIPAA Rules. Upon reasonable prior request of the Department, Business Associate agrees to allow the Department to perform a review of its facilities, systems, books, records, agreements, and policies and procedures relating to the use or disclosure of PHI in order to determine Business Associate's compliance with the terms of this Agreement.
- J. **Prohibition of Offshoring.** Business Associate shall inform the Department if it or its subcontractors or agents will perform any work outside the territory of the U.S. that involves access to, use, or disclosure of PHI in any form via any medium. Nothing in this Agreement shall permit Business Associate to assign, delegate, or subcontract any of its rights or obligations under this Agreement to its subcontractors or agents residing beyond the boundaries and jurisdiction of the U.S. without express written consent of the Department.

4. **Incident and Breach Reporting and Mitigation**

- A. **Reporting Duties.** Business Associate shall report to the Department any security incident or use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, within two (2) days of Business Associate's discovery of such incident. The report must include the following information, to the extent known:
- (1) Description of the incident;
 - (2) Date of the incident and the date the incident was discovered;
 - (3) Description of the type of PHI involved;
 - (4) Identification of who received PHI;
 - (5) Identification of the individuals whose PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the incident;

- (6) Steps Business Associate or its subcontractor or agents are taking to investigate the incident and prevent continuing or further incidents; and
- (7) Any other information requested by the Department.

- B. **Breach Determination.** The Department will make the final determination of whether a breach of unsecured PHI has occurred and will notify Business Associate of the determination. If the Department determines a breach of unsecured PHI has occurred, Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individuals whose information was disclosed inappropriately. The Department, in its sole discretion, will determine whether the Department or Business Associate is responsible to provide notifications to the individuals whose PHI has been disclosed, the Secretary, and/or the media.
- C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effects resulting from a security incident or any use and or disclosure of PHI in violation of the requirements of this agreement, the HIPAA Rules, or other applicable law.
- D. **Financial Obligations.** Notwithstanding any other provision in this Agreement, Business Associate shall be responsible for any and all costs and expenses arising from or related to a security incident or breach by Business Associate or its subcontractors and agents, including, but not limited, to any required notifications and credit monitoring services to affected individuals, notifications to the Secretary and the media, corrective action plans, and remedial and mitigation costs associated with the Department's and Business Associate's compliance with Subpart D of 45 C.F.R. 164.

5. **Obligations of the Department**

- A. **Notice of Privacy Practices.** The Department shall notify Business Associate of any limitation in the Department's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affects Business Associate's use or disclosure of PHI.
- B. **Revocation of Authorization of Individual.** The Department shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, if and to the extent that such changes affect Business Associate's use or disclosure of PHI.
- C. **Restrictions on Use and Disclosure.** The Department shall notify Business Associate of any restriction on the use or disclosure of PHI that the Department has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.
- D. **Requested Uses or Disclosures.** The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Department, except that Business Associate may use or disclose PHI for purposes set forth in Section 2(B).

6. **Term and Termination**

- A. **Term.** This Agreement shall be effective as of the effective date of the Service Agreement and shall terminate upon termination or expiration of the Service Agreement or on the date the Department terminates this Agreement for cause as authorized in paragraph (B) of this Section, whichever is sooner.

- B. **Termination.** If the Department determines that Business Associate has violated a material term of this Agreement, the Department may: (1) provide Business Associate an opportunity to cure the breach within the timeframe specified in writing by the Department, or (2) immediately terminate this Agreement if cure is not possible and termination is possible under state law. In the absence of a cure reasonably satisfactory to the Department, the Department may terminate this Agreement unless prohibited by state law.
- C. **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Department or created, maintained, or received by Business Associate on behalf of the Department that Business Associate still maintains in any form, unless the Business Associate is otherwise authorized by law to retain PHI for its official purposes. These termination provisions shall also apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI. Upon the Department's request, Business Associate shall certify to the Department that all PHI in its possession or control, and all PHI created, received or maintained by its subcontractors or agents, has been returned or destroyed. If return or destruction of PHI is not feasible, Business Associate will provide written notification of the conditions that make return or destruction infeasible. Upon a mutual agreement by the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI. This Section 6 shall survive termination of this Agreement for any reason.

7. **Indemnification**

Since Business Associate is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for the Service Agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

8. **Miscellaneous**

- A. **Other Confidentiality Obligations.** The parties acknowledge that this Agreement is intended to supplement any and all other confidentiality obligations that either party may have under other agreements or applicable federal and state laws.
- B. **Independent Contractor Status.** Business Associate is an independent contractor of the Department, and shall not be considered an agent of Department.
- C. **Notice.** Any notice or other communications required or permitted to be given under this Agreement shall be sent to:

If to the Department:

Francesca Lanier
UDOH Chief Privacy Officer
288 North 1460 West
P.O. Box 14109
Salt Lake City, Utah 84114
801-538-6271
flanier@utah.gov

If to Business Associate:

To the name identified on the Contract Signature Page

- D. **Amendments.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time for compliance with the requirements of the HIPAA Rules and any other applicable law.
- E. **Waiver.** Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.
- F. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit the Department to comply with the HIPAA Rules. In the event the Service Agreement contains provisions relating to the use or disclosure of PHI that are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. Except as specified herein, all other terms of the Service Agreement will continue in full force and effect.
- G. **Entire Agreement.** This Agreement shall supersede any and all other earlier dated Business Associate Agreements that may have been entered into by Business Associate executing this Agreement and the Department.
- H. **Regulatory References.** A reference in this Agreement to HIPAA Rules means the sections as in effect or as amended.

Attachment B
Special Provisions
Children with Special Health Care Needs Care Coordination

I. DEFINITIONS

- A. "CaduRx means the electronic medical record used for documenting patient encounters, care coordination, and clinical services.
- B. "Care Coordination" means the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient's care to facilitate the appropriate delivery of health care and other supportive services.
- C. "Care Plan" means a patient-centered health record designed to facilitate communication among members of the care team, including the patient, and primary care and service providers.
- D. "Children and youth with special health care needs" means those children and youth who "have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally," as defined by the federal Maternal and Child Health Bureau.
- E. "Clinic" means direct care appointments coordinated by and hosted by the Sub-recipient. It also includes virtual or telehealth visits.
- F. "Department" means the Utah Department of Health and Human Services, Office of Children with Special Health Care Needs, Integrated Services Program.
- G. "FFY" means Federal Fiscal Year.
- H. "Lending Library" means technology purchased through a CARES Act grant to promote telehealth services.
- I. "MCH Block Grant" means the Federal Title V Maternal and Child Health Block Grant.
- J. "MER" means the Monthly Expenditure Report.
- K. "Service Provider" means agencies that provide educational, social, and other non-primary care services.
- L. "Sub-recipient" means the San Juan Local Health Department.
- M. "Technology" means hotspots and Chromebooks.
- N. "UCCCN" means the Utah Children's Care Coordination Network, a care coordination support, training, and information sharing network.

II. PREVAILING PURPOSE

- A. This contract between Department and Sub-recipient is intended to ensure that developmental, evaluative, and specialty medical services, care coordination, and continuity of care are provided to children and youth with special health care needs residing within Sub-recipient's geographic service area.

III. SUB-RECIPIENT RESPONSIBILITIES

- A. Department Clinical Services Coordination. Sub-recipient shall:
 - 1. In consultation with Department staff, schedule eligible patients for clinical services within the Department provider's scheduled clinical availability and at times that are convenient for the family.
 - i. Clinical services are provided by the Department. A child must meet eligibility criteria in effect at the time of service;

2. Communicate with primary care and service providers within Sub-recipient area to educate them about clinical services offered and procedure to make referral to Department;
 3. Complete Department HIPAA training or Sub-recipient-provided training;
 4. Triage patient/family needs to determine scheduling of appropriate services;
 5. Schedule patient for clinical services within CaduRx;
 6. Send all application paperwork, including screening protocols, releases of information, and demographic forms to families and sure that all paperwork is completed before the scheduled clinical encounter;
 7. Ensure that pertinent medical, educational, and behavioral health records from outside primary care and service providers are acquired prior to a scheduled clinical encounter. Inform Department providers that records have been received;
 8. Provide and document within CaduRX reminder emails, text messages, and phone calls to families for scheduled appointments;
 9. Communicate, consult, and coordinate with Department providers and staff regarding patient scheduling;
 10. Coordinate telehealth visits by ensuring families have working access to internet, and computer, laptop, or cellular phone;
 11. Send telehealth clinic link to family via e-mail and arrange time to test connection with family;
 - i. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family; and
 - ii. Coordinate and manage Lending Library policy, procedures, and equipment;
 12. Ensure that releases of personal information, medical records, and reports are current, accurate and documented in CaduRx;
 13. Coordinate post-visit to ensure follow-up instructions and recommendations for the patient are communicated to the care coordinator;
 - i. Aid family in completing immediate follow-up instructions and recommendations, and set appropriate date within Alerts in CaduRx to follow-up with family;
 14. Provide or send medical records to families, primary care provider, and other service providers per family-authorized request or release of information;
 15. Document all releases of records in patient record in CaduRx; and
 16. Act as point of contact for families who have questions for Department providers regarding their clinical evaluation(s);
- B. Care Coordination. Sub-recipient shall:
1. Receive referrals from families, primary care and service providers;
 2. Contact families to triage referral source concerns and family needs and concerns;
 3. Help families with urgent concerns that can be solved locally;
 4. Consult with Department, as needed, to provide support for issues for which there may not be a local solution;
 5. Convene coordination meetings with other local agencies to develop care plans with families and patients;
 6. Partner with families to create care plans to meet patient and family needs. Document care plans in CaduRx;
 7. Set alerts within CaduRx to follow-up with families on their care plans. Frequency of follow-up will be determined by acuity of the child's physical and behavioral health, parent or guardian capacity to follow through, and immediacy of need for supportive services;
 - i. Update care plans to include progress toward completing established goals, and set new goals with families;

8. Make or facilitate referrals to appropriate local and statewide community services including Department clinical encounters coordinated by the Sub-recipient, specialty clinics, behavioral health, early intervention, SSI/Social Security; Medicaid/CHIP, and the education system. This may include coordinating local live appointments with services providers partnering with the Department;
 9. Coordinate telehealth with remote service providers by ensuring families have working access to internet, and computer, laptop, or cellular phone. Arrange a time to test technology and telehealth encounter link provided by remote service provider;
 10. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family;
 11. In conjunction with Utah's Title V Maternal and Child Health Block Grant National Performance Measures and goals for children with special health care needs:
 - i. Partner with local primary care providers to assist them in providing transition services within their own practices;
 - ii. Recruit youth and adolescents age 12-18, and their families for transition to adulthood coordination and planning services;
 - iii. Work with transition-age youth, adolescents, and their families to establish a transition plan. Document plan and follow-up in CaduRx;
 - iv. Survey families of youth and adolescents in transition to evaluate the transition planning process;
 - v. Document care coordination activities in CaduRx in support of the Medical Home;
 - vi. Encourage families to seek ongoing care for their children with special health care needs with a primary care provider in support of the Medical Home; and
 - (a) Refer families to local primary care providers and follow-up to ensure family is connected with provider.
 12. Document all encounters within CaduRx same day, when possible, and when not possible within no more than two business days.
- C. Other Responsibilities. Sub-recipient shall:
1. Participate in Department quality improvement projects and reporting;
 2. Participate in the Utah Children's Care Coordination Network monthly meetings via remote access technologies;
 3. Participate in other trainings that contribute to greater understanding of care coordination, building community partnerships, working with families, insurance, public entitlements, and other social programs;
 4. Aid Department in collection of data as per MCH guidelines;
 5. Participate in initial and ongoing training offered by Department in CaduRx, care coordination, clinical coordination, special populations, public entitlements eligibility and enrollment, and other topics that enhance care coordination skills and abilities;
 6. Communicate questions and concerns about patient scheduling, provider scheduling, policy and procedure, and care coordination to Department for timely resolution;
 7. Participate in weekly Department team meetings; and
 8. Comply with privacy and security requirements set forth in the Business Associates Agreement.

IV. DEPARTMENT TASKS

- A. Department agrees to:
 1. Establish a clinical schedule through which Department professional licensed staff may be readily available for patient assessment, evaluation, and diagnosis;

2. Promote the use of telehealth to provide direct clinical services to eligible patients and their families;
3. Provide a Department-approved telehealth platform for clinical assessment and care coordination purposes;
4. Provide ongoing training in principles and practices of care coordination, patient intake and triage, and appropriate referral, tracking, and follow-up methods;
5. Provide access to Department staff for ongoing project improvement, resolution of questions and concerns, and clarification of policy and procedure; and
6. Provide Technology to facilitate telehealth visits.

V. PAYMENTS

- A. Department agrees to pay Sub-recipient up to the maximum amount of the contract for expenditures made by Sub-recipient, directly related to the program as outlined in Sections II, III, and VI
- B. Funding for this contract is for five FFY, from October 1, 2022 through September 30, 2027.
- C. Department agrees to pay Sub-recipient on a quarterly basis from the MCH Block Grant.
- D. Department agrees to make first, second, and third quarter payments after the MER's for the first and second months of the previous quarter are received.
- E. Payment in the fourth quarter shall be adjusted to reflect actual expenditures reported by Sub-recipient, up to the maximum amount of the Contract.
- F. The maximum amount of the contract is \$493,470.00
 1. The estimated funding amount for FFY 2023 will be \$98,694.00.
 2. The estimated funding amount for FFY 2024 will be \$98,694.00.
 3. The estimated funding amount for FFY 2025 will be \$98,694.00.
 4. The estimated funding amount for FFY 2026 will be \$98,694.00.
 5. The estimated funding amount for FFY 2027 will be \$98,694.00.

VI. REPORTING REQUIREMENTS

- A. Sub-recipient shall submit quarterly reports to Department that include:
 1. Description and type of outreach and educational activities provided to local and community organizations;
 - i. Including type and number of professionals, staff, and parents reached;
 2. A count of new referrals by referral source including referring organization name;
 3. Number of care coordination activities, including:
 - i. Intake/Triage/Initial assessments;
 - ii. Establishing a care plan with a patient and family;
 - iii. Follow-up activities with families who have an established care plan;
 - iv. Transition to adulthood assessment and care planning;
 - v. Referral to primary care to establish a medical home;
 - vi. Number of telehealth visits facilitated for patients; and
 - vii. Number of times and which Lending Library Technology were loaned to families for telehealth purposes.
- B. Quarterly reports are due on January 15, April 15, July 15, and October 15 each year of the contract.

VII. AMENDMENT

- A. This contract may be amended by the signed, written agreement of Sub-recipient and Department to add funding or reflect changes to the implementation of the contract's purpose.



COMMISSION STAFF REPORT

MEETING DATE: November 1, 2022

ITEM TITLE, PRESENTER: Grand County Library Inter-Local Agreement, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

The is an annual agreement between Grand County Library and San Juan County Library in which San Juan County agrees to pay Grand County \$6000 a year for San Juan County Residents with a zip code of 85432 (Spanish Valley Residents) to obtain a library card from Grand County Library. This is a 3 year agreement and can be renewed for another 3 years in the final year of the contract.

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

\$6000.00 annually

Inter-local Agreement between
Grand County Library and San Juan County Library
To Provide Library Service to San Juan County Residents with 84532 Zip Codes

This agreement is entered into this _____ day of _____, ____22 by and between the Grand County Library (GCL), and the San Juan County Library (SJCL).

WHEREAS, San Juan County residents pay San Juan County taxes in benefit of the San Juan County Library: and

WHEREAS, San Juan County residents are required to purchase a non-resident library card to use the Grand County Public Library: and

WHEREAS, San Juan County residents with Moab zip codes (84532) are geographically considerably closer to the Grand County Public Library; and

WHEREAS, San Juan County residents with Moab zip codes are currently without Library services;

NOW THEREFORE, in consideration of the benefits to be received by the two library systems and their respective customers and of the mutual covenants contained here, it is hereby agreed by GCL and SJCL as follows:

1. **Purpose.** The purpose of this Agreement is to establish an agreement to provide library services to San Juan County residents with Moab zip codes.
2. **Term.** The term of this Agreement shall be from January 1, 2023 to December 31, 2025 and can be renewed for another 3 years during the final year of the contract if both parties are in agreement.
3. **Specific Provisions.** San Juan County residents with Moab zip codes may obtain a library card from GCL without payment of any non-resident fees under the following conditions:
 - a. They can provide GCL proof of residence in an area of San Juan County with a Moab zip code.
 - b. SJCL pays GCL a yearly fee of \$6000 to be received before January, 31st for that year.
 - c. GCL will begin tracking and reporting annually to SJCL an accounting of all new 84532 zip code patrons and make a good faith effort to add current 84532 patrons as they use their GCL library cards. ~~The reporting would include names and addresses of 84532 library patrons.~~ In their annual report, GCL will also make a good faith effort to include as detailed a geographic breakdown of 84532 patrons' residences as possible, such as by census-designated place or census block.
4. **Review.** The Directors of GCL and SJCL will review this Agreement and will submit a final yearly report to their respective Board of Directors and County Commissioners prior to December 31st, ~~2023~~ each year the contract is in effect.
5. **Liability.** Each library system shall, at all times, be solely responsible for the acts, or

the failure to act, of its personnel that occurs or arises in any way out of the performance of this Agreement by its personnel only; and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as result of any acts or omissions of the library's personnel relating to the performance of this Agreement.

- 6. **Amendment.** This Agreement may be modified only by further agreement in writing as mutually agreed to by both library systems.
- 7. **Modification.** This Agreement represents the entire Agreement between GCL and SJCL. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on the parties unless executed in writing by authorized representatives of the library systems. The Agreement shall not be modified, Supplemented, or otherwise affected by any course of dealing between the parties.
- 8. **Severability.** If any provisions of the Agreement or its application are held invalid, the remainder of the Agreement shall not be affected.
- 9. **Mediation/Arbitration Clause.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussion, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator before resorting to arbitration. The mediator will be selected by agreement of the library systems. Following mediation, I or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the library systems. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each library system shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.
- 10. **Release Clause.** After FY 2023, San Juan County may terminate this contract without penalty or repercussions if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider.
- 11. **Benefit.** This Agreement is entered into and for the benefit of the parties to this Agreement only and shall confer no benefits, directly or implied on any third person.

GRAND COUNTY LIBRARY BOARD CHAIR

SAN JUAN COUNTY LIBRARY BOARD CHAIR

x _____

x _____

DATE: _____

DATE: _____

GRAND COUNTY COMMISSIONER

SAN JUAN COUNTY COMMISSIONER

x _____

x _____

DATE: _____

DATE: _____