



**BOARD OF COMMISSIONERS MEETING**  
**117 South Main Street, Monticello, Utah 84535. Commission Chambers**  
**May 06, 2025 at 11:00 AM**

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**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**

**PLEDGE OF ALLEGIANCE**

**CONFLICT OF INTEREST DISCLOSURE**

**PUBLIC COMMENT**

*Public comments will be accepted through the following Zoom Meet link*  
<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
+13462487799,,88279631170# US (Houston)

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

**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 \$28,451.35 in Small Purchases; \$5,130 for Enterprise License for the Records Office, \$2,027.37 for Radiator, Hinge and Thermostat Kit for the San Juan County Landfill, \$4,960.99 for SJC See and Do Guide for Visitor Services, \$1,211.46 in Harness-DPF, \$7,282.50 on REMAN 454 Engine and Core and \$4,643.73 for Aftermarket Ranch Hand Bumper, Weatherguard Transfer Tank, and Weather Guard Saddle Box, \$1,941.60 for Kenworth Tractor and \$1,253.70 for Heater/Air Conditioner Assembly for the San Juan County Road Department
2. Approval of the April 15, 2025 Commission Meeting Minutes

- [3.](#) Approval of the April 15, 2025 Commission Work Session Meeting Minutes
- [4.](#) Approval of the Check Register for April 12 through April 25, 2025
- [5.](#) Approval of the San Juan Inn & Trading Post, Restaurant Only, Beer Sales Renewal Located in Mexican Hat
- [6.](#) Approval of San Juan County Health Department Agreement with the State of Utah Health and Human Services Department for the STD Disease Intervention Services 2019 Amendment 9
- [7.](#) Approval of the Lieutenant Governor UT Home Energy Rebates Letter
- [8.](#) Approval of the Annual 2025 Contract between Zions Way and San Juan County for Caregiver In Home Care Services
- [9.](#) Approval of the Annual 2025 Contract between Zions Way and San Juan County for Alternatives In Home Care Service
- [10.](#) Approval of the Annual 2025 Contract between Comfort At Home Care and San Juan County for Alternatives In Home Care Service
- [11.](#) Approval of the 2025 Contract between Comfort At Home Care and San Juan County for Caregiver In Home Care Services
- [12.](#) Approval of the Annual 2025 Contract between Edward Tapaha and San Juan County for Translation Services for the In Home Programs
- [13.](#) Approval of the Annual 2025 Contract between Rocky Mountain Home Health and San Juan County for Alternatives In Home Care Services
- [14.](#) Approval of the Annual 2025 Contract between Rocky Mountain Home Care and San Juan County for Caregiver In Home Care Services
- [15.](#) Approval of the 2025 Contract between the State of Utah Department of Health and Human Services and San Juan County for the Aging Waiver Program
- [16.](#) Approval of the 2025 Contract between the Department of Veterans Affairs Veterans Health Administration and San Juan County for the Veterans Care Agreement
- [17.](#) Approval of the Annual 2025 Contract between Shelia Knight RN and San Juan County for Medicaid Aging Waiver Services
- [18.](#) Approval of the 2025 San Juan County Third Year of the Four Year Plan for Aging Services
- [19.](#) Approval of the Reappointment of Zach Johnson, Charlie Tracey, and Cade Lewis for the Weed Board for Additional 4-Year Terms

## **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

20. Presentation for the Public Awareness Committee of Citizens Report. Dr. Shanon Brooks

## **BUSINESS/ACTION**

- [21.](#) Consideration and Approval of the State of Utah Contract between Utah Attorney General's Office and San Juan County, Amendment 2. Robert Nieman, Children's Justice Center Director
- [22.](#) Consideration and Approval of the Memorandum of Understanding between Utah Education and Telehealth Network and San Juan County Library System. Nicole Perkins, Library Director
- [23.](#) Consideration and Approval of the Contract with the National Institute for Jail Operations Program and San Juan County. Lt. John Young, Detention Commander
- [24.](#) Consideration and Approval of a Letter to the San Juan County School District for the Monument Valley and Montezuma Creek Fire Station Lease. David Gallegos, Fire Chief
- [25.](#) Consideration and Approval of Election Equipment Purchase. Lyman W. Duncan, Clerk/Auditor
- [26.](#) Consideration and Approval of the Proposal Naming Two Rock Formations: Bucks Balancing Rock and Mammoth Arch; Located Along Beef Basin Road in San Juan County. Shelby Bourquein, Geographic Research Analyst and Mack McDonald, Chief Administrative Officer
- [27.](#) Consideration and Approval of a Letter of Support to the United States Bureau of Land Management for a Proposed Communications Tower on Black Ridge in San Juan County. Mack McDonald, Chief Administrative Officer.
- [28.](#) Consideration and Approval of the State of Utah Contract between the Utah State Courts, Administrative Office and San Juan County Amendment 2. Mack McDonald, Chief Administrative Officer
- [29.](#) Consideration and Approval of a Congressman Kennedy Funding Request, Letter of Support, for the Environmental Impact Study for the Road from Oljato to Navajo Mountain for the Navajo Nation Washington Office. Mack McDonald, Chief Administrative Officer.
- [30.](#) Consideration and Approval of the Grant Agreement and Request to the United States Department of Agriculture for Engineering Services for the La Sal Water Distribution for \$30,000. Mack McDonald, Chief Administrative Officer

## **PUBLIC HEARINGS**

- [31.](#) PUBLIC HEARING for the Consideration and Approval of a Rezone of a portion of the Lisbon Valley Mine from Industrial to Multiple Use. Kristen Bushnell, Planning Administrator
- [32.](#) Consideration and Approval of a Zone Change at Lisbon Valley Mine for the opportunity of On-Site Employee Housing. Kristen Bushnell, Planning Administrator and Klint York, Lisbon Valley Mining Company.

## **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\*\*

**Kissflow, Inc.**

1000 N West Street, Suite 1200,  
Wilmington, Delaware, 19801. USA

**Quotation**

Attn : **Cindi Jolyoak**  
San Juan County  
117 South Main Street,  
UT, United States,  
84535

<b>Quote # :</b>	17135128596
<b>Quote Date :</b>	March 13, 2025
<b>Valid Until :</b>	April 18, 2025
<b>Reference # :</b>	Ac8TW57iPBS2k

Products & Services	Units	Price	Amount	Discount	Gross Amount	Billing Frequency
Enterprise License - Regular User	15	\$600.00	\$9,000.00	\$2,700.00	\$6,300.00	Annually
Enterprise License - Lite User	25	\$180.00	\$4,500.00	\$1,350.00	\$3,150.00	Annually
Less - Existing Subscription	1	\$0.00	\$0.00	\$4,320.00	(\$4,320.00)	Annually

**Total: \$5,130.00**

**Special Notes****Commercial terms**

<b>Subscription Terms</b>	Platform, Apps and CSP are Subscriptions, Subscription Starts from the date of "License Activation" shall be renewed automatically by the end of each term.
<b>Payment Terms</b>	All amounts invoiced are due and payable within days from the date of invoice
<b>Taxes</b>	The above commercials are exclusive of all taxes.
<b>Terms of Service</b>	This Agreement shall be governed by Kissflow terms of service ( <a href="https://kissflow.com/terms-of-service/">https://kissflow.com/terms-of-service/</a> ).
<b>Authorization &amp; Declaration</b>	I authorize Kissflow to charge me for all fees due during the Subscription Term and any renewal term. I certify that I am authorized to sign and enter into this business transaction for and on behalf of the Company or Organization making this purchase.

**Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.



For Kissflow Inc

Prepared By  
Joy Besterwitch  
joy@kissflow.com

*Jnkr*

Authorized Signature

Item 1.

Cindi Jolyoak  
cholyoak@sanjuancountyut.gov

*Cindi Jolyoak*



Dear Valued Customer,

We would like to inform you that our bank account details have recently changed. Please update your records and ensure that all future payments are made to the new account listed below.

**New Bank Details:**

Account Number - 3304005822  
Account Name - Kissflow Inc  
Routing Code - 121140399  
Swift Code - SVBKUS6S  
Bank Name - Silicon Valley Bank  
Bank Address - 3003 Tasman Drive, Santa Clara, CA 95054  
Account Type - Checking

If you have any questions or require further assistance, feel free to contact us at [billing@kissflow.com](mailto:billing@kissflow.com)

Thank you for your prompt attention to this matter.

**For KISSFLOW INC**

*Krishnaswamy S*

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Authorized Signatory: Krishnaswamy Srinivasan

Designation: Vice President, Finance

**Kissflow Inc.,**

1000 N West Street, Suite 1200, Wilmington, Delaware, 19801,  
Contact No.: +1 (302) 304-8521 | [www.kissflow.com](http://www.kissflow.com)



## INVOICE

**Terms:** Net 30 days  
**Customer PO:** 25-065

**Invoice:** SI2530000802  
**Invoice Date:** 04/16/25

**Billing Address:**  
San Juan County Landfill  
117 South Main  
PO BOX 9  
Monticello, UT 84535

**Shipping Address:**  
CustAdd01 - San Juan County Landfill  
PO Box 9  
117 South Main  
Monticello, UT 84535

**Customer:** C3000322  
Landfill

**Notes:**  
FED X 446801756595, 446801756584  
FED X 446801756595, 446801756584

Part Number	Description	Unit Price	Quantity	Total
GM57125	Radiator Assembly	\$ 1,716.54	1.000	1,716.54
GM62598	Hinge Assembly	\$ 16.42	2.000	32.84
GM63866	Thermostat kit	\$ 69.89	1.000	69.89
Shipping and Handling	Shipping and Handling	\$ 208.10	1.000	208.10

**Sub Total:** 2,027.37

**Tax:** \$ 131.87

**GRAND TOTAL:** \$ 2,159.24

*\*Effective January 1, 2025, a 3% convenience fee will be applied to all PSW credit card payments*

## Thank You For Your Business

### Power Systems West (PSW) – Terms & Conditions

1. **Warranties.** To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights & benefits under such to Buyer, if assignable, and undertakes to assist Buyer in the coordination of any claims under such warranties. Seller makes no further warranty of any kind with respect to the Goods. PSW DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.
2. **Limitation of PSW'S Liability.** Purchaser(s) agrees that PSW will not be liable for any direct, consequential, liquidated, incidental, or any other damages arising from contract, equipment failure, labor, pricing, warranty, late or non-delivery, negligence, strict liability, or tort shall now or any time in the future be recoverable from PSW or any of its agents. Purchaser(s) assumes all risks and liabilities inherent with the possession or operation of the equipment provided by PSW. Purchaser's right, now existing or arising at any time in the future, to recover such damages is hereby fully, finally, irrevocably and unconditionally waived, released and discharged. **Notice of any defect in the Work or Equipment shall be made within 24 hours of the act or omission giving rise to the defect.** The sole and exclusive remedy is replacement of the nonconforming goods or refund of that portion of Customer's payment attributable to such goods at PSW's sole discretion.
3. **Pricing.** All pricing excludes sales and other taxes, permits, fuel, installation, and handling, all of which shall be paid by the Purchaser(s.) All orders are subject to acceptance by PSW at the time of order release. Prices may be adjusted by PSW, upon notice to Purchaser(s), at any time prior to delivery to reflect any increase in PSW's cost of materials, components, shipping, and/or logistics, fuel, change in law, labor, taxes, duties, tariffs, quotas, acts of Government, force majeure, or any extra and unforeseen or unusual cost elements.
4. **Payment & Cancellation Terms.** Upon credit approval, full payment is due 30 days from invoice date. A 3% fee will be added for credit card payments. There shall be NO retainage. Payments not made on their due date shall accrue interest at the rate of 18% per annum. Purchaser agrees to be bound to same cancellation policy PSW is bound to with suppliers relevant to project. PSW must receive 100% payment before start-up services will be performed (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms of any order may not be changed except by written agreement of both PSW and purchaser(s). Any request to cancel an accepted order is subject to PSW's written approval.
5. **Default.** In the event the Purchaser(s) defaults on this invoice, Purchaser shall pay all recovery fees and costs. If a legal action is filed, Purchaser(s) shall pay PSW's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts) for any court annexed arbitration, on any appeal, and on denial of any petition for review even if no action is filed. This Invoice shall be governed by and construed in accordance with Oregon law without resort to its conflict of laws principles.
6. **Shipping and Delivery.** All Equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and purchaser(s). PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at purchaser's request, purchaser is responsible for any storage and handling costs. All orders are subject to availability to PSW at its then existing locations, sources, suppliers and costs. All delivery dates and times provided, if any, are estimates only and do not establish agreed upon delivery date(s). PSW will not be liable for any associated costs or damages for delivery delays.
7. **Return Policy.** It is at PSW's sole discretion to determine if goods will be considered for return from Purchaser(s). To be eligible to return goods, Purchaser(s) return request must occur in writing and within the first 30 days of receipt and must be inspected and approved by PSW in writing. Upon written approval, the purchaser(s) will be subject to a 25% restock fee plus any additional freight and handling charges on all return items.
8. **Indemnity and Hold harmless.** To the fullest extent permitted by law, purchaser(s) shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW's employees, directors, successors and assigns harmless from any damage, claim, loss, expense and attorney fees (including those prior to any action, in an action and on any appeal) related to the performance or non-performance of purchaser's obligations under this Agreement; the ownership, performance or operation of the Equipment; or PSW's liability, if any, under CERCLA, RCRA, or any other federal or state statute related to toxic, hazardous or other dangerous substances.

**PURCHASE ORDER****San Juan County**

117 S. Main Street  
 Monticello, UT 84535  
 Ph: 435-587-3225

**Purchase From**

Hudson Printing Co  
 241 W 1700 S  
 Salt Lake City UT 84115  
 801-486-4611

**Deliver To**

Hudson Printing Co  
 241 W 1700 S  
 Salt Lake City UT 84115  
 801-486-4611


**Purchase Order**


PO# 228821  
 Date: 4/16/2025  
 Your Ref# 228821  
 Our Ref# 228821  
 Credit Terms Due upon receipt

Contract #

Product ID	Description	Quantity	Unit Price	Amount
SJC See and Do Guide	Reprint	38000		\$4,485.99
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Approval**

Department Head: 

County Admin: 

Sub Total \$4,485.99

Tax

Freight \$475.00

Balance Due \$4,960.99

San Juan County should be tax exempt. Please make sure anything you submit has no tax!

Id 1                      38,000 Shrink wrap in 100s,  
Special boxes in 400s, Prepaid  
SAN JUAN COUNTY  
ATTN: NATHAN PITTS 435-587-3235  
117 S. MAIN  
MONTICELLO, UT 84535-1111  
INSIDE DELIVERY PALLET JACK AND  
LIFT GATE REQUIRED PLEASE CALL IN  
ADVANCE NO DELIVERYS AFTER  
3PM.

NOTES:

Paper prices contained in this proposal are based on current prices in effect as of this date. Paper pricing is subject to the price and availability at the time of order.

Freight charges have not been included in this quotation. Pre-paid freight will be charged at cost plus a handling fee plus \$6.00 for each bill-of-lading produced. Small package shipments are billed at cost plus handling plus \$2.52 per box.

HUDSON PRINTING COMPANY reserves the right to reject any material considered to be offensive in nature. In particular, pornographic material is not permissible.

There will be no over-runs or under-runs.

Quoted price does not include any applicable sales, use, or other direct taxes, which will be added at the time of invoicing. If exempt from tax, customer shall furnish seller with a valid tax exemption certificate.

QUOTED PRICE:                      \$4,485.99

(hp2288211s1272b1587p2900000s382p381)

Quantity: 38,000

Approximate price per additional thousand: \$89.42

TO: SAN JUAN COUNTY QUOTE: 228821 PAGE: 0  
117 S. MAIN OPTION: 1  
PO BOX 490  
MONTICELLO, UT 84535

ATTN: Nathan Pitts PHONE: (435) 587-3235  
FAX: (435) 587-2425

DATE: 15-APR-2025 14:08:21 BLAINE ROBINSON  
Prices valid until 28-ASales Representative

TITLE: SOUTHEASTERN UT SEE & DO GUIDE

OPTION: 16 X 18 FOLDS TO 4 x 9  
4/4 ON 60# #3 GLOSS TEXT  
(38,000) Shrink wrap in 100's; Box in 400

PREP: Prepress charges are listed below:

**OTHER:**

Additional charges will apply for corrections and  
for late, new, or customer corrected files.

Electronic files must be prepared according to Hudson  
Printing Co. specifications. For complete information  
about electronic file preparation, please consult your  
salesperson or [www.hudsonprinting.com](http://www.hudsonprinting.com)

**PRESS WORK:**

**Item 1**

1 ea

Flat size: 22 X 35

Ver 1 Desc:

Prt 1 Desc: See & Do Guide, 18 X 16, 2 up

Qty: 38,000

Total: 19,000 (press sheets)

Ink: 4/4, 4-color process

Paper: 60.0# Book-wt #3 GLOSS

**NOTES for item 1:**

16 x 18 Folds to 4 x 9 with See & Do Guide on the  
outside panel

**PRODUCTS:**

Prod 1 Desc: UT CANYONLANDS SEE & DO GUIDE Summer '24  
Operation: Other/FOLDER  
Components: Item 1 part 1  
Pages: 2 (Approx. weight is .037 lb ea)  
Quantity:

**CONTRACT**

Item 1.

DATE: 4/15/2025 at 14:08:21

CONTRACT NO.: 228821 Option 1  
Note: This contract refers to the quotation of the same number, printed at the same date and time. Said quotation defines the work covered by this contract.

CUSTOMER: SAN JUAN COUNTY  
117 S. MAIN  
PO BOX 490  
MONTICELLO, UT 84535

SALESPERSON: BLAINE ROBINSON

TITLE: SOUTHEASTERN UT SEE & DO GUIDE

CONTRACT PRICE: \$4,485.99  
Price valid until 28-APR-2025

PAYMENT TERMS: NET 30 UP TO CREDIT LIMIT

CONDITIONS:  
Conditions contained in the trade customs of the Graphic Arts Council of North America, revision of 1994, are considered a part of this contract, except as modified in writing by mutual agreement of the parties of this agreement. Exact date of delivery is not guaranteed. The unenforceability, invalidity, or illegality of any provision of this agreement shall not affect or impair the continuous enforceability, validity and legality of the other provisions.

-----  
We hereby accept this contract with its terms and conditions:

_____	_____	_____
for Hudson Printing	Title	Date
.....		

_____	_____
Customer signature	Date
_____	_____
Title	Company name



Yamamoto-Sparks, Allison &lt;ayamamoto@sanjuancountyut.gov&gt;

Item 1.

**Just Click Printing is pleased to provide you with the following Cost Estimate**

2 messages

orders@justclickprinting.com <orders@justclickprinting.com>  
 To: ayamamoto@sanjuancountyut.gov

Tue, Apr 15, 2025 at 4:48 PM

[View on Web / Print](#)

Contact: Jay Willmon | P:505-326-1344 | F:505-326-5245 | [orders@justclickprinting.com](mailto:orders@justclickprinting.com)

Cost estimates are good for 90 days. Prices DO NOT include tax. Files submitted with out 1/8" Bleed and 1/8" Safe Zone will incur additional charges for creation of these necessary print requirements. Graphic Design Charges are not included in your quote unless specified below. Delivery or shipping charges will be added to you invoice if your project is delivered or shipped.

Production times begin the day after your proof is approved. If you have a tight or hard deadline let us know up front.

Rush Fee 1 Day Quicker = 10% --- Rush Fee 2 Days Quick = 20% --- Rush Fee 3 Days Quicker = 30%

San Juan County Visitor Services  
 Allison Yamamoto-Sparks  
[ayamamoto@sanjuancountyut.gov](mailto:ayamamoto@sanjuancountyut.gov)  
 (435) 587-3235 Ext 4137

**QUOTE #19623**

Ink: 4/4  
 Stock: 80lb Gloss Text  
 Flat Size: 16 x 18  
 Folded Size: 4 x 9  
 Shrink Wrap in 100's  
 Box in 400  
 Epson Proof

Quantity	Item	Project	Price
30000	Custom Project Ink : 4/4 Process Color Description of Project:SOUTHEASTERN UT SEE & DO GUIDE	Shrink Wrap in 100's Box in 400	\$7,479.00
35000	Custom Project Ink : 4/4 Process Color Description of Project:SOUTHEASTERN UT SEE & DO GUIDE	Shrink Wrap in 100's Box in 400	\$8,545.00
40000	Custom Project Ink : 4/4 Process Color Description of Project:SOUTHEASTERN UT SEE & DO GUIDE	Shrink Wrap in 100's Box in 400	\$9,612.00

Please add PO Number if Necessary for Payment: \_\_\_\_\_

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

Approval to Print (Signature Required) \* Terms: Net 30 Days from Invoice Date

1305 W. Main St. \* Farmington, NM 87401 \* Ph. 505-326-1344 \* Fax: 505-326-5245

595 East 7th Ave. \* Durango, CO 81301 \* Ph. 970-247-5228 \* Fax: 970-259-5559

2145 Eagle Dr. \* Pagosa Springs, CO 81147 \* Ph. 970-731-4760 \* Fax: 970-731-4466

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

**Purchase From**

Jackson Group Peterbilt ☒ State Contracted  
309 Raptor Road  
Fruita, CO 81521

**Attention To :**

**Deliver To**

San Juan County Road Dept.  
885 East Center Street,  
PO Box 188,  
Monticello, Utah 84535

**Attention To :**

## Purchase Order

P. O. No#	
Date	4/14/2025
Your Ref#	
Our Ref#	
Credit Terms	Cash

Product ID	Description	Quantity		Unit Price	Amount
P92-8598	Harness-DPF/SCR, R	1		\$1,211.46	\$0.00 \$1,211.46 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
				Sub Total	\$1,211.46
				Tax	Exempt
				Freight	
				Invoice Total	\$1,211.46
				Amount Paid	
				Balance Due	\$1,211.46

Approved:

Department Head: \_\_\_\_\_  
*[Signature]*

County Admin: \_\_\_\_\_  
*Mack McDonald*

Sub Total \$1,211.46

Tax Exempt

Freight

Invoice Total \$1,211.46

Amount Paid

Balance Due \$1,211.46

**Terms and Conditions:**



Item 1.

# JACKSON GROUP PETERBILT

## - GRAND JUNCTION

309 Raptor Road · Fruita, Colorado 81521

Phone: (970) 858-3524

Fax: (970) 858-9746

Jackson Group

PO Box 2208

Decatur, AL 35609-2208

Phone: (800) 332-9140

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.  
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.  
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

**DISCLAIMER OF WARRANTIES**

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	
10 APR 25	ED245024	10 APR 25		Q290138	12:05

S  
O  
L  
D  
  
T  
O

ACCOUNT NO. 1825  
IBS - San Juan County  
IBS Cust#:818992  
PO BOX 188  
MONTICELLO, UT 84535

S  
H  
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P  
  
T  
O

PAGE 1 OF 1

SHIP VIA			SLSM.	B/L NO.	TERMS	F.O.B. POINT	
			1997			3721	
QTY	SHIP	R.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
SP	1		M50-6012-552210400	HOSE-SILICONE 5/8"		94.16	94.16
SP	1		M50-6012-552110400	HOSE-SILICONE 5/8"		94.16	94.16
SP	1		P92-8598	HARNESS-DPF/SCR, R		1211.46	1,211.46
C5	1		4384812CUM	SENSOR, TEMPERATURE		326.72	326.72
C1	1		2888173CUM	INJECTOR, DOSER		559.52	559.52
C4	1		4329681CUM	GASKET, AFM DEVICE		64.88	64.88
				Part number Replaced By: 2888173NXCUM			
				**** I N V O I C E   Q U O T E - DO NOT PAY ****			
NO RETURNS ON ELECTRICAL AND SPECIAL ORDER PARTS.							
PARTS OPEN SATURDAY							
8:00 AM TO 4:00 PM							
CUSTOMER'S SIGNATURE							
X							
						PARTS	2,350.90
						SUBLET	
						FREIGHT	0.00
						SALES TAX	0.00
						<b>TOTAL</b>	<b>\$2,350.90</b>



**THANK YOU FOR YOUR  
BUSINESS**

**PLEASE REMIT TO:**

Jackson Group  
PO Box 2208  
Decatur, AL 35609-2208  
Phone: (800) 332-9140

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

**Purchase From**

Kenworth Sales  
320 W 6th Street  
Price, Utah 84501

Attention To :

☒ State Contracted

**Deliver To**

San Juan County Road Dept.  
885 East Center Street,  
PO Box 188,  
Monticello, Utah 84535  
Attention To :

## Purchase Order

P. O. No#	
Date	4/8/2025
Your Ref#	
Our Ref#	
Credit Terms	Cash

Product ID	Description	Quantity		Unit Price	Amount
REMAN454	REMAN 454 Engine	1		\$5,195.00	\$0.00 \$5,195.00
REMAN454-C	Core	1		\$2,087.50	\$2,087.50  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
				Sub Total	\$7,282.50
				Tax	Exempt
				Freight	
				Invoice Total	\$7,282.50
				Amount Paid	
				Balance Due	\$7,282.50

Approved:

Department Head: \_\_\_\_\_  
County Admin: \_\_\_\_\_

**Terms and Conditions:**



**KENWORTH  
SALES™**

**320 W 6th S  
Price, UT 84501**

**PH: (435) 637-3440  
www.KenworthSalesCo.com**

**PARTS QUOTE**

Item 1.

Quote: 20333

Date / Time: 4/3/2025 12:13:45PM

Customer: 15013

Branch: PRICE

Quote Total: \$7,282.50

Page 1 of 1

**Bill To:** SAN JUAN COUNTY ROAD DEPT  
835 E HWY 491  
MONTICELLO, UT 84535

**Ship To:** SAN JUAN COUNTY ROAD DEPT  
1157 S Main St  
Blanding, UT 84511-3209  
Office Phone: 435-587-3808  
Email: jackiep@sanjuancounty.org

Office: 435-587-3808

Shop: 435-587-3808

Email: jackiep@sanjuancounty.org

Customer P/O:

Inside Slsm: jallan

Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
REMAN454	REMAN 454 ENGINE	EA	1	5,195.00	5,195.00
REMAN454-C	-Core	EA	1	2,087.50	2,087.50

Quote

<b>Total Parts:</b>	<b>\$5,195.00</b>
<b>Total Core Charges:</b>	<b>\$2,087.50</b>
<b>Total Core Returns:</b>	<b>\$0.00</b>
<b>Quote Subtotal:</b>	<b>\$7,282.50</b>
<b>Total Tax:</b>	<b>\$0.00</b>
<b>Quote Total:</b>	<b>\$7,282.50</b>

Remit To:

Kenworth Sales Company, Inc - Price  
Dept. #001  
PO Box 27088  
Salt Lake City, UT 84127-0088

As consideration for delivery of the items listed herein ("Parts"), the customer identified herein ("Customer") agrees to the following terms and conditions. Customer has inspected the Parts, acknowledges receipt thereof, and agrees to pay Truck Enterprises Inc. ("Seller") the total amount due. In the event Customer has not paid for the Parts at the time of receipt, Customer agrees to promptly pay all amounts due, together with a service charge of 1-3/4% per month (21% per annum) on all amounts remaining unpaid after the 10th of the month following receipt of the Parts, with a minimum charge of \$15.00. If collection is made by suit or otherwise, Customer will pay all collection costs, including a reasonable attorney's fee, and hereby waives all claims or rights to claim exemptions under applicable state laws. Any warranties on the product(s) sold hereby are those of the manufacturer. Warranty claims must be submitted within 30 days of discovery of defect. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the merchandise or services hereunder. Returns, exchanges, and/or claims for adjustments or credits must be made to Seller at the point of purchase within ten (10) days of the date of this document and must be accompanied by a complete copy of this document. Any manufacturer's restocking charge will be deducted from refunds or credits. No returns will be accepted for special orders, customized items, electrical parts or merchandise not in its original condition and packaging. Interpretation and enforcement of this document shall be governed by the laws of the State in which it is issued.

Signature: \_\_\_\_\_



**JB Restoration & Fabrication**

EIN 46-0486343  
17 N 100 E  
Blanding UT 84511  
Phone: 435-678-2952  
Fax: 435-678-7858

San Juan County Road Dept.  
PO Box 188  
Monticello, UT 84535

RECEIVED

APR 24 2025

APPROVED

Item 1.

**Invoice**

4223

4/23/2025

# 1025

Ins. Co.		Address	
Terms	Net 15	Phone / Fax	
Claim #	PO 57101	File #	
		Date of Loss	

Description	Qty	Rate	Amount
Aftermarket; Ranch Hand E02FBF201BLR Bumper/Grille Guard	1	1,853.01	1,853.01
Aftermarket; Weather Guard WRG359-3-02 Column Transfer Tank	1	1,503.36	1,503.36
Aftermarket; Fill-Rite FILFR1220HDSQ Transfer Pump	1	672.88	672.88
Aftermarket; Weather Guard WRG126-3-04 Saddle Box	1	1,287.36	1,287.36
Subtotal			\$5,316.61
Sales Tax (6.75%)			\$0.00
Total			\$5,316.61
Payments/Credits			\$0.00
Balance Due			\$5,316.61





**CUSTOMER QUOTE - EXPIRES 05/30/25**

<b>CUSTOMER NUMBER</b>	<b>DOCUMENT NUMBER</b>
080103	MBQ003340
<b>DOCUMENT DATE/TIME</b>	<b>WORKORDER / SEG / OPR</b>
04/30/25 12:00	/
<b>NEED BY DATE</b>	<b>PAYMENT</b>
05/09/2025	CHARGE



Item 1.

**SOLD TO** SAN JUAN COUNTY ROAD DEPT  
PO BOX 188  
MONTICELLO UT 84535

SHIP TO SAN JUAN COUNTY  
835 EAST HWY 491  
MONTICELLO UT 84535

ORDERED BY		TELEPHONE		ENTERED BY		STORE	DIV	PAGE			
		435-587-3230		CODY D EDWARDS		17	G	1			
CUSTOMER ORDER NUMBER / PURCHASE ORDER			DELIVERY LOCATION			SHIP VIA		TOTAL SHIPPED WEIGHT			
								0.0			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER		ARRANGEMENT NO.						
LINE #	PART NUMBER	DESCRIPTION	ORDERED	SHIPPED	BACKORD	N/R	LOCATION	SOS	GROSS WEIGHT	PRICE	EXTENDED PRICE
1	VLV-27255	VALVE	1		1		NON-STK	MIS	.0	1,941.60	1,941.60
2	CYL-27324	AIR CYLINDER	1		1		NON-STK	MIS	.0	124.38	124.38
3	RNG-29066	RING	2		2		NON-STK	MIS	.0	8.83	17.66



## Pick List Quote


**KENWORTH  
SALES**

320 W 6th S  
Price, UT 84501

PH: (435) 637-3440  
www.KenworthSalesCo.com

Date / Time: 4/30/2025 3:06:47PM  
Parts Order: 21028  
Customer: 15013  
Branch: PRICE  
Page 1 of 1

Bill To: SAN JUAN COUNTY ROAD DEPT  
835 E HWY 491  
MONTICELLO, UT 84535  
Email: jackiep@sanjuancounty.org  
Office Phone: 435-587-3808

Ship To: SAN JUAN COUNTY ROAD DEPT  
1157 S Main St  
Blanding, UT 84511-3209  
Email: jackiep@sanjuancounty.org  
Office Phone: 435-587-3808

Parts Order: 21028

Inside Slm: jnoyes

Cust P/O:

Delivery Method:

Territory: BECKY ARTEAGA-JOHNS

Pulled Supplier	QOH Item	Description	U/M	Quantity	B/O Location	Price	Ext Price
PDC	1 F21-1013-21-000	CONTROL ASSY-HEATER/AIR CONDITIONER	EA	1	2D4B	1,253.70	1,253.70
							1,253.70

# PICK LIST QUOTE



## BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers  
April 15, 2025, at 11:00 AM

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### MINUTES

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

**AUDIO:** <https://www.utah.gov/pmn/files/1261555.MP3>

**VIDEO:** <https://www.youtube.com/watch?v=LVnJFiNiVag>

#### CALL TO ORDER

**Time Stamp 0:00:04 (audio) & 0:00:20 (video)**

Commission Chair Stubbs called the meeting to order at 11:18 a.m.

#### ROLL CALL

**Time Stamp 0:00:16 (audio) & 0:00:32 (video)**

Commission Chair Stubbs called for attendance:

#### PRESENT

Commission Chair Silvia Stubbs  
Commission vice-Chair Lori Maughan  
Commissioner Jamie Harvey

#### STAFF

Mack McDonald, Chief Administrative Officer (CAO)  
Lyman W. Duncan, Clerk/Auditor  
Jens Nielson, Deputy County Attorney

#### INVOCATION

**Time Stamp 0:00:27 (audio) & 0:00:43 (video)**

Lori Maughan, resident of Monticello, offered the invocation.

## PLEDGE OF ALLEGIANCE

**Time Stamp 0:01:40 (audio) & 0:01:56 (video)**

Lyman W. Duncan, resident of Monticello, led the public in the Pledge of Allegiance.

## CONFLICT OF INTEREST DISCLOSURE

**Time Stamp 0:02:35 (audio) & 0:02:51 (video)**

Commission Chair Stubbs asked each commissioner if there were any conflicts with today's agenda. Each commissioner confirmed there were not any conflicts.

## PUBLIC COMMENT

**Time Stamp 0:02:50 (audio) & 0:03:06 (video)**

Mack presented the public comment portion of the commission meeting for anyone to speak, in person, or electronically through Zoom.

Talia Hansen, Economic Development Manager, expressed her concern with the work session discussion earlier this morning. She is concerned about the planning department receiving a new employee, and yet, she was denied additional staff through the budget hearings last year in October.

Tammy Gallegos, County Aging Director, agreed with Talia's comments. She had to cut an employee last year because of budget cuts.

Larry Ellertson, staffer for Senator Curtis, gave an overview of the projects the senator is involved in currently. The senator has been assigned to sit on several committees, specifically, the Russian/Ukraine and the Taiwan/China conflicts.

*Public comments will be accepted through the following Zoom Meet link*

<https://us02web.zoom.us/j/87155847636> Meeting ID: 871 5584 7636 One tap mobile +12532158782,,87155847636# US (Tacoma)

*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.*

**Time Stamp 0:09:35 (audio) & 0:09:51 (video)**

Mack presented the consent agenda for the commission to review and approve.

Motion made by Commissioner Harvey, seconded by Commission Vice Chair Maughan.

Voting Yea: Commissioner Harvey, Commission Vice-Chair Maughan, Commission Chair Stubbs

1. Approval of \$3,484.36 in Small Purchases; \$2,059.36 for Pedal-throttle for the San Juan County Road Department and \$1,425 for Registration for 2026 Salt Lake City Sportsman's Show for Visitor Services.
2. Approval of April 1st, 2025, Commission Meeting Minutes
3. Approval of the Check Register for March 29 to April 11, 2025
4. Approval of the BLM Dispatch Contract between BLM-UT Monticello Field Office and San Juan County.
5. Approval of the Appointment of Rob Adams to the San Juan County Historic Preservation Committee to a 4-Year Term.

## **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

6. Presentation on the Mid America Pipeline Settlement Offer. Thomas W. Peters, Peters Scofield

**Time Stamp 0:23:49 (audio) & 0:24:05 (video)**

Thomas Peters, attorney representing San Juan County, provided an update regarding the on-going litigation with the Mid America Pipeline property valuation negotiations.

7. Consideration and Approval of the 2025 1st Quarter Financial Report for Board of Commission. Peter Brown, Chief Deputy Clerk/Auditor

**Time Stamp 0:13:05 (audio) & 0:13:21 (video)**

Peter, Deputy Clerk/Auditor, presented the 1<sup>st</sup> Quarter Financials for the board to review. Several questions were asked specifically regarding expenses.

## **BUSINESS/ACTION**

8. Consideration and Approval of a Support Letter for Emery Telcom Grant Application to the State of Utah Broadband Equity and Access Deployment. Jared Anderson, COO Emery Telcom

**Time Stamp 0:35:35 (audio) & 0:35:51 (video)**

Jared Anderson presented the letter to the commission to review and approve. He also presented several maps and graphs to show Emery's installation progress within the county.

Motion made by Commissioner Harvey, seconded by Commission Vice Chair Maughan.

Voting Yea: Commissioner Harvey, Commission Vice-Chair Maughan, Commission Chair Stubbs

9. Consideration and Approval of the 2025 Interlocal Cooperation Agreement between Salt Lake County Aging and San Juan County for Adult Services. Tammy Gallegos, Aging Director

**Time Stamp 1:08:56 (audio) & 1:09:12 (video)**

Tammy presented the interlocal agreement with Salt Lake County for the commission to review and approve.

Motion made by Commissioner Harvey, seconded by Commission Vice Chair Maughan.  
Voting Yea: Commissioner Harvey, Commission Vice-Chair Maughan, Commission Chair Stubbs

10. Consideration and Approval of the 2025 Rural County Grant Program (RCGP) Selected Awardees and Memorandum of Understanding Authorization. Talia, San Juan County Economic Development Manager

**Time Stamp 1:10:00 (audio) & 1:10:16 (video)**

Talia presented the rural grant program awardees for the commission to review and approve.

Motion made by Commissioner Harvey, seconded by Commission Vice Chair Maughan.  
Voting Yea: Commissioner Harvey, Commission Vice-Chair Maughan, Commission Chair Stubbs

11. CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF THE FISCAL YEAR 2025 USDA RURAL BUSINESS DEVELOPMENT GRANT APPLICATION FOR THE REGIONAL AGRICULTURE INCUBATOR AND TECHNOLOGY INNOVATION INITIATIVE. Talia Hansen, Economic Development Manager

**Time Stamp 1:13:21 (audio) & 1:13:37 (video)**

Talia presented a resolution of support for the USDA grant for the commission to review and approve.

Motion made by Commissioner Harvey, seconded by Commission Vice Chair Maughan.  
Voting Yea: Commissioner Harvey, Commission Vice-Chair Maughan, Commission Chair Stubbs

12. Consideration and Approval of the Navajo Nation Human Rights Settlement Agreement. Lyman Duncan, Clerk/ Auditor

**Time Stamp 1:32:18 (audio) & 1:32:34 (video)**

Lyman presented the 2025 Settlement Agreement with the Navajo Nation for the commission to review and approve.

Motion made by Commission Vice-Chair Maughan, seconded by Commissioner Harvey.  
Voting Yea: Commissioner Harvey, Commission Vice-Chair Maughan, Commission Chair Stubbs

## COMMISSION REPORTS

### Time Stamp 1:39:22 (audio) & 1:39:38 (video)

Commissioner Maughan attended the Weed Board meeting. The farmers are grateful for additional weed spray. She also attended the Bluff Cemetery District meeting in Bluff. They are going to seek grant funding to correct several of the problems the cemetery faces.

Commissioner Harvey expressed his gratitude for Senator Curtis and his help with The Secure Schools Grant, which provides school resources officers to protect the schools. He also attended the Rural Leaders Economic Mobility Conference in Norfolk, Virginia. Commissioner Harvey wants to invite all the leaders within the county and our congressional delegation to gather and express their needs and concerns of the residents. The criminal justice coordinating council will meet this Friday and go over data.

Commissioner Stubbs reported on working towards alleviating the housing crisis. She has met with others regarding the inland port, SITLA, USU-Blanding, and various county employee issues. She met with the Economic Development staff and is hopeful their grant is funded by the state of Utah. The Westwater community are holding meetings to increase participation in the weatherization program.

## ADJOURNMENT

### Time Stamp 1:57:44 (audio) & 1:57:59 (video)

\*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\*\*

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

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

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

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



## BOARD OF COMMISSIONERS WORK SESSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers

April 15, 2025 at 9:00 AM

### MINUTES

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

**AUDIO:** <https://www.utah.gov/pmn/files/1259595.MP3>

**VIDEO:** <https://www.youtube.com/watch?v=5tU437tQFd4>

### CALL TO ORDER

**Time Stamp 0:00:19 (audio) & 0:06:07 (video)**

Commissioner Stubbs called the meeting to order at 9:06 a.m.

### ROLL CALL

**Time Stamp 0:00:40 (audio) & 0:06:47 (video)**

### PRESENT

Commission Chair Silvia Stubbs

Commission Vice-Chair Lori Maughan

Commissioner Jamie Harvey

### STAFF

Mack McDonald, County Administrative Officer (CAO)

Lyman W. Duncan, Clerk/Auditor

Jens Nielson, Deputy County Attorney

### AGENDA ITEMS

1. Presentation on Utah Indigent Defense Grant Opportunities. Katriina Adair, Utah Indigent Defense Commission Grant Program Manager

**Time Stamp 0:00:50 (audio) & 0:06:57 (video)**

Mack presented the Utah Indigent Defense Commission for the 1st agenda item. Matthew Barraza introduced his team: Zoraya Gappmaier, Katriina Adair, and Josh Buhay.

Matt stated that US Federal Law requires arrested indigent individuals to have legal representation for their trial.

The counties provide these services and can receive grant funding to help with legal costs. The Utah Indigent Defense Commission helps counties fulfill the requirement through various services such as training, contracting, and grants for the local counties. The grants are successfully awarded when smaller rural counties join in groups.

2. Discussion Regarding Proposed 2025 Landfill Fee Schedule Changes. Jed Tate, Landfill Manager

**Time Stamp 0:41:28 (audio) & 0:47:35 (video)**

Jed Tate, Landfill Manager, presented the proposed fee schedule for the commission to review. Jed proposed raising the disposal tonnage fee by two dollars. He has also begun weighing large loads (single axle trailers and pickups) and has found the tonnage weight and charges increase. The commission expressed their desire for smaller, consistent increases year after year, rather than large, infrequent jumps in price. Jed stated that trash volumes have increased necessitating the need to begin planning, preparing, and constructing a new cell. Commissioner Harvey recommended contacting key leaders from the Utah Navajo Trust Fund, Bureau of Indian Affairs (BIA) and the Navajo Nation. The Navajo Nation Lands Department was mentioned as the barrier to moving permits and projects forward.

3. Discussion Request for a Permit Specialist. Kristen Bushnell, Planning Administrator

**Time Stamp 1:19:40 (audio) & 1:25:47 (video)**

Kristen Bushnell, Planning and Zoning Administrator, presented her request for a new employee position - Permit Technician, for the commission to review. Kristen stated the position has been needed for the last 18 months. She wants the position to be part-time, without benefits due to budget constraints. The commission asked if the HR department had reviewed the position pay schedule and if it was aligned with the Employee Handbook. The commission expressed a desire to seek a positive compromise for the request.

## ADJOURNMENT

**Time Stamp 1:59:07 (audio) & 2:05:14 (video)**

Motion by Commissioner Harvey, Seconded by Vice-Chair Maughan.

Voting Yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan

\*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\*\*

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 - 04/12/2025 to 04/25/2025**

<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>
Aaron Paxton Wise, Attorney at La	132682	APWSREG1100	03/12/2025	04/17/2025	1,501.50	Re: SREG - 1100744	104126615 - Public Defender Contr
					<b>\$1,501.50</b>		
Abbott Laboratories	132683	AL619999668	04/08/2025	04/17/2025	40.70	Customer #51005973	104679610 - State Alt Miscellaneous
					<b>\$40.70</b>		
AJC Architects, LLC	132751	AJCA202405011	04/16/2025	04/25/2025	124,930.65	ajc Project 2024-05.01	454166310 - Professional and Tech
					<b>\$124,930.65</b>		
Alvarado, Damasio	132684	DAlvarado04162	04/16/2025	04/17/2025	150.00	Boot Allowance	214414480 - Special Department Su
					<b>\$150.00</b>		
Amazon Capital Services	132685	ACS114DPTRN6	04/10/2025	04/17/2025	58.33	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
Amazon Capital Services	132685	ACS114DPTRN8	04/10/2025	04/17/2025	58.33	Account #Z2V7QM9FKNUPWE	214412250 - Equipment Operation
Amazon Capital Services	132685	ACS1CG1RYFH	03/20/2025	04/17/2025	-39.99		214412250 - Equipment Operation
Amazon Capital Services	132685	ACS1H9LFTVJM	04/08/2025	04/17/2025	147.98	Account #A2V7QM9FKNUPWE	214412241 - Postage
Amazon Capital Services	132685	ACS1RY9LYX9F	04/11/2025	04/17/2025	24.02	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
Amazon Capital Services	132685	ACS1WXW1R7J	04/14/2025	04/17/2025	37.60	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
					<b>\$286.27</b>		
Amazon Capital Services	132752	ACS13R33LDJ7	04/18/2025	04/25/2025	17.99	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
Amazon Capital Services	132752	ACS17FWKFNW	04/21/2025	04/25/2025	33.23	Account #A2V7QM9FKNUPWE	214414240 - Office Expense
Amazon Capital Services	132752	ACS1CKTK4JL3	04/22/2025	04/25/2025	7.99	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
Amazon Capital Services	132752	ACS1G31KM3V	04/18/2025	04/25/2025	103.36	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
Amazon Capital Services	132752	ACS1PRVDL6H	04/21/2025	04/25/2025	149.71	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
Amazon Capital Services	132752	ACS1YGGNKN1	04/17/2025	04/25/2025	37.99	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation
					<b>\$350.27</b>		
					<b>\$636.54</b>		
Amerigas Propane LP	132686	3175873356	04/16/2025	04/17/2025	20.09	Kissflow	104225270 - Fire/Rescue Utilities
Amerigas Propane LP	132686	AG3176051535	04/03/2025	04/17/2025	582.43	Account 200752247	104225270 - Fire/Rescue Utilities
Amerigas Propane LP	132686	AG3176051538	04/17/2025	04/17/2025	582.43		104672270 - Acc Trans Utilities
Amerigas Propane LP	132686	AG806217770	04/17/2025	04/17/2025	532.08		104672270 - Acc Trans Utilities
					<b>\$1,717.03</b>		
					<b>\$1,717.03</b>		
Atlas Scale Co. Inc.	132687	2068220	03/12/2025	04/17/2025	1,125.00	Truck scale Landfill	574424310 - Professional and Tech
					<b>\$1,125.00</b>		
Balaranian, Eleonor	132688	EBalasanian041	04/15/2025	04/17/2025	90.00	Interpreter Case #255100108	103511000 - Justice Court Fines
					<b>\$90.00</b>		
Barr, Steve	132689	SBarr04102025	04/10/2025	04/17/2025	100.00	Boot Reimbursement	574424610 - Miscellaneous Supplie
					<b>\$100.00</b>		
Bishop Lifting	132690	BLPS103346416	04/10/2025	04/17/2025	420.00	Customer #108062	214412250 - Equipment Operation
					<b>\$420.00</b>		

**San Juan County**  
**Check Register**  
**General Fund Checking - Zions 566101143 - 04/12/2025 to 04/25/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Blanding City	132753	BC500790001_0	04/25/2025	04/25/2025	337.23		264350270 - Utilities
					<b>\$337.23</b>		
Blue Mountain Foods	132691	BMF01662181	04/09/2025	04/17/2025	258.21		274230350 - Inmate Commissary Ex
Blue Mountain Foods	132691	BMF02498251	03/25/2025	04/17/2025	9.96		104678328 - Home Deliv Meals - La
Blue Mountain Foods	132691	BMF02499931	03/27/2025	04/17/2025	19.21		104677328 - Congregate Meals - La
Blue Mountain Foods	132691	BMF02510294	04/09/2025	04/17/2025	15.90		104677323 - Congregate Meals - M
Blue Mountain Foods	132691	BMF02511678	04/10/2025	04/17/2025	13.99		724581620 - Special Programs
Blue Mountain Foods	132691	BMF03577119	04/09/2025	04/17/2025	216.66		214414240 - Office Expense
					<b>\$533.93</b>		
Blue Mountain Foods	132754	BMF01380759	01/01/2025	04/25/2025	9.96	Library	724581620 - Special Programs
Blue Mountain Foods	132754	BMF01387045	01/01/2025	04/25/2025	273.67	Fair	104620240 - Fair Office Expense
Blue Mountain Foods	132754	BMF01398001	01/01/2025	04/25/2025	53.96	Fair	104620240 - Fair Office Expense
Blue Mountain Foods	132754	BMF01572732	01/17/2025	04/25/2025	29.99	Library	724581920 - Grant Expenses - Rei
Blue Mountain Foods	132754	BMF01657116	01/14/2025	04/25/2025	45.23	Jail	104230480 - Jail Kitchen Food
Blue Mountain Foods	132754	BMF01664892	04/12/2025	04/25/2025	261.94	Sheriff's Office	104215620 - Search Rescue Miscell
Blue Mountain Foods	132754	BMF01668661	04/15/2025	04/25/2025	84.39	Jail	104230480 - Jail Kitchen Food
Blue Mountain Foods	132754	BMF01669562	04/16/2025	04/25/2025	13.77	Jail	104230480 - Jail Kitchen Food
Blue Mountain Foods	132754	BMF02290418	01/01/2025	04/25/2025	320.35	Fair	104620240 - Fair Office Expense
Blue Mountain Foods	132754	BMF02299704	01/01/2025	04/25/2025	45.82	Fair	104620240 - Fair Office Expense
Blue Mountain Foods	132754	BMF02300028	01/01/2025	04/25/2025	32.26	Fair	104620240 - Fair Office Expense
Blue Mountain Foods	132754	BMF03369046	01/01/2025	04/25/2025	37.54	Fair	104620240 - Fair Office Expense
Blue Mountain Foods	132754	BMF03419574	01/01/2025	04/25/2025	24.99	Library	724581330 - Employee Education
					<b>\$1,233.87</b>		
Blue Mountain Foods	132843	01-559833	01/04/2025	04/25/2025	9.98		724581620 - Special Programs
Blue Mountain Foods	132843	02-511678	04/10/2025	04/25/2025	13.99	Kissflow	724581620 - Special Programs
Blue Mountain Foods	132843	03-583416	04/23/2025	04/25/2025	15.22	Kissflow	104678323 - Home Deliv Meals - M
Blue Mountain Foods	132843	03-584574	04/23/2025	04/25/2025	13.96	Kissflow	104677323 - Congregate Meals - M
Blue Mountain Foods	132843	03-588846	04/23/2025	04/25/2025	53.19	Kissflow	104678323 - Home Deliv Meals - M
					<b>\$106.34</b>		
					<b>\$1,874.14</b>		
Bluff Coffee Shop, LLC (DBA Cow	132755	BCS04232025	04/24/2025	04/25/2025	10,000.00	2025 Rural County Grant Program - Tier 3	104192920 - Econ Dev Rural Count
Bluff Coffee Shop, LLC (DBA Cow	132839	CCC04122025	04/24/2025	04/25/2025	1,053.50	Business Basecamp	104192920 - Econ Dev Rural Count
					<b>\$11,053.50</b>		
Bluff Dwellings Resort, LLC	132756	BDR2021075	04/08/2025	04/25/2025	2,616.00	Reservation #2718483439119	104192920 - Econ Dev Rural Count
					<b>\$2,616.00</b>		
Bob Barker Company Inc.	132757	BBCIINV212101	04/07/2025	04/25/2025	30.96	Sales Order #SO0364435	274230350 - Inmate Commissary Ex
					<b>\$30.96</b>		
Brantley Distributing, LLC.	132692	BD25258540	03/31/2025	04/17/2025	1,604.40	Customer #14560	214412250 - Equipment Operation
Brantley Distributing, LLC.	132758	ACS17FWKFNW	04/15/2025	04/25/2025	171.60	Customer #14561	214412250 - Equipment Operation
Brantley Distributing, LLC.	132758	BD25259830	04/15/2025	04/25/2025	433.10	Customer #14560	214412250 - Equipment Operation
					<b>\$604.70</b>		
					<b>\$2,209.10</b>		

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Brooks, Shanon	132693	SBrooks0416202	03/16/2025	04/17/2025	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
C&C Capital / Blue Sage Inn	132759	Blue Sage Inn	04/23/2025	04/25/2025	396.95		104192920 - Econ Dev Rural Count
					<b>\$396.95</b>		
Cengage Learning Inc / Gale	132844	86979595	03/06/2025	04/25/2025	18.19	Kissflow	724581925 - Grant Expenses - Clef
					<b>\$18.19</b>		
Central Valley Medical Center	132694	CVMC90171832	03/21/2025	04/17/2025	147.26	Account #901718327	255400.310 - Cancer Screening Pro
Central Valley Medical Center	132694	CVMC90173283	03/21/2025	04/17/2025	245.61	Account #901732830	255400.310 - Cancer Screening Pro
Central Valley Medical Center	132694	CVMC90174016	03/21/2025	04/17/2025	1,368.63	Account #901740163	255400.310 - Cancer Screening Pro
					<b>\$1,761.50</b>		
					<b>\$1,761.50</b>		
Century Equipment Co.	132695	CECDP97799	04/04/2025	04/17/2025	165.85		214412250 - Equipment Operation
					<b>\$165.85</b>		
Certified Laboratories	132760	CL9111867	04/11/2025	04/25/2025	470.45	Customer #283900	214412250 - Equipment Operation
					<b>\$470.45</b>		
Child Support Services	132761	PR041325-1117	04/18/2025	04/25/2025	115.23	Case Number C001392403	102229500 - Other Deductions Paya
Child Support Services	132761	PR041325-1117	04/18/2025	04/25/2025	263.08	Case Number C001361546	102229500 - Other Deductions Paya
					<b>\$378.31</b>		
					<b>\$378.31</b>		
Cintas Corporation	132696	C4227262782	04/14/2025	04/17/2025	50.09		102229500 - Other Deductions Paya
Cintas Corporation	132696	C4227262782	04/14/2025	04/17/2025	79.76		214414260 - Buildings and Grounds
					<b>\$129.85</b>		
Cintas Corporation	132762	C4227999728	04/21/2025	04/25/2025	129.85		214414260 - Buildings and Grounds
					<b>\$259.70</b>		
Cody, Lucille	132697	LCode04162025	03/20/2025	04/17/2025	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
Colorado Family Support Registry	132763	PR041325-1454	04/18/2025	04/25/2025	278.30	FSR:17624214 Case:39-101709-44-0-A	102229500 - Other Deductions Paya
					<b>\$278.30</b>		
Cordova, Sergio	132764	423R25	04/16/2025	04/25/2025	110.00	Kissflow	214414480 - Special Department Su
					<b>\$110.00</b>		
Cow Canyon Trading Post	132765	CCTP04232025	04/23/2025	04/25/2025	11,677.60	2025 Rural County Grant Program - Tier 2	104192920 - Econ Dev Rural Count
					<b>\$11,677.60</b>		
Dee, Elsie	132766	EDee04212025	04/21/2025	04/25/2025	1,026.91		104173310 - Elections Professional
					<b>\$1,026.91</b>		

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DEFENDTEX USA	132767	DU25041501	04/15/2025	04/25/2025	665.60	Customer ID#UT03701	104210480 - Sheriff Special Depart
					<b>\$665.60</b>		
Desert Mountain Corporation	132699	DM24123944	04/15/2025	04/17/2025	4,473.04	Ticket #123944	214414410 - Road Supplies
Desert Mountain Corporation	132699	DM24123945	04/15/2025	04/17/2025	10,327.46	Tickets #123945, 123946	214414410 - Road Supplies
					\$14,800.50		
					<b>\$14,800.50</b>		
Desert Rose Inn & Cabins, LLC	132768	DRR&C0417202	04/17/2025	04/25/2025	36,000.00	2025 Rural County Grant Award - Tier 1	104192920 - Econ Dev Rural Count
					<b>\$36,000.00</b>		
Diamond Propane, LLC	132700	DP020495	03/19/2025	04/17/2025	492.55		214414270 - Utilities
Diamond Propane, LLC	132769	DP020635	04/24/2025	04/25/2025	324.04		574424270 - Utilities
					<b>\$816.59</b>		
Dr. Michael Nielson	132770	MNDN042425	04/24/2025	04/25/2025	600.00	CY2025 1st Quarter Compensation	255007.310 - Indirect Admin Profess
					<b>\$600.00</b>		
Earthgrains Baking Company	132771	EBC852722 000	04/15/2025	04/25/2025	71.60	Customer # 232004-1	104230480 - Jail Kitchen Food
Earthgrains Baking Company	132771	EBC8527229000	04/08/2025	04/25/2025	71.60	Customer # 232004-1	104230480 - Jail Kitchen Food
Earthgrains Baking Company	132771	EBCCredit04172	04/17/2025	04/25/2025	-27.64	Credit Ref. WREF19418102CR	104230480 - Jail Kitchen Food
					\$115.56		
					<b>\$115.56</b>		
Emery Telcom	132701	ET3608200_040	04/01/2025	04/17/2025	84.95	Account No. 3609200	104230350 - Jail State Prisoner Exp
					<b>\$84.95</b>		
Empire Electric Assoc. Inc.	132702	04152025EEA	04/16/2025	04/17/2025	670.38	Kissflow	214414270 - Utilities
Empire Electric Assoc. Inc.	132702	EEA34846_0408	04/08/2025	04/17/2025	63.25	Account #34846	104620270 - Fair Utilities
Empire Electric Assoc. Inc.	132702	EEA34849_0408	04/08/2025	04/17/2025	49.56	Account #34849	104620270 - Fair Utilities
					\$783.19		
Empire Electric Assoc. Inc.	132772	EE9579024_041	04/23/2025	04/25/2025	3,796.93	Account #9579024	104166270 - PS Bldg Utilities
					<b>\$4,580.12</b>		
Enbridge Gas	132773	E3617789388_0	04/21/2025	04/25/2025	335.18	Account #3617789388	214414270 - Utilities
					<b>\$335.18</b>		
Equitable Financial Equi-vest (AXA	132774	PR041425-743	04/18/2025	04/25/2025	100.00	Equitable Finance Equi-vest	102225000 - Equivest
					<b>\$100.00</b>		
Fastenal Company	132703	FCCOBAY82751	03/31/2025	04/17/2025	978.03	Customer No. COBAY0409	214412250 - Equipment Operation
Fastenal Company	132703	FCCOBAY82974	04/11/2025	04/17/2025	256.02	Customer No. COBAY0409	214412250 - Equipment Operation
					\$1,234.05		
Fastenal Company	132775	FCCOBAY82975	04/16/2025	04/25/2025	363.15	Customer # COBAY0409	214412250 - Equipment Operation
					<b>\$1,597.20</b>		

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Filterbuy	132704	FB738DF56D00	04/10/2025	04/17/2025	39.36	Order #81247	104161260 - Courthouse Buildings a
					<b>\$39.36</b>		
FleetPride Inc	132705	FPHDP&S11941	01/01/2025	04/17/2025	27.64		214412250 - Equipment Operation
FleetPride Inc	132776	FPHDP&S12482	04/08/2025	04/25/2025	1,384.59		214412250 - Equipment Operation
					<b>\$1,412.23</b>		
Grand County	132777	GCRD20242025	04/21/2025	04/25/2025	5,753.07	Roads Dept - SJC Snow Removal 2024-2025	214415615 - Contracts
					<b>\$5,753.07</b>		
Handtevy Pediatric Emergency Sta	132778	PESInv11584	04/21/2025	04/25/2025	2,590.88	Account #1234523028	264350310 - Professional and Tech
					<b>\$2,590.88</b>		
Happy Morgan Law	132779	HML04012025	04/01/2025	04/25/2025	4,440.00	Summary Invoice - April 2025	104126615 - Public Defender Contr
					<b>\$4,440.00</b>		
Harvey, Roxyanne	132706	RHarvey041420	03/06/2025	04/17/2025	581.84		255040.310 - Preventative Block Gr
					<b>\$581.84</b>		
Haun-Storland, Marjorie	132707	MHaun-Storland	03/16/2025	04/17/2025	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
Holland & Hart LLP	132708	H&H04162025	04/16/2025	04/17/2025	61.00	H&H Ref #4540460	104156620 - Legal Defense Miscella
					<b>\$61.00</b>		
Huckabay, Marlene	132709	MHuckabay0416	03/16/2025	04/17/2025	50.00	Library Meeting Attendance	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
Hunts Trading Post, LLC	132780	HTP0004232025	04/24/2025	04/25/2025	8,960.00	2025 Rural County Grant Program - Tier 3	104192920 - Econ Dev Rural Count
					<b>\$8,960.00</b>		
ImageNet Consulting, LLC	132710	INCINV1231505	04/04/2025	04/17/2025	103.02	Customer # 58343	104150270 - Non-Dept Utilities
ImageNet Consulting, LLC	132710	INV1226278	04/16/2025	04/17/2025	45.46	Kissflow	104144240 - Recorder Office Expen
					\$148.48		
ImageNet Consulting, LLC	132781	INCINV1243379	04/17/2025	04/25/2025	23.13	Customer #58478	104150310 - Non-Dept Professional
ImageNet Consulting, LLC	132781	INCINV1243531	04/17/2025	04/25/2025	528.98	Customer #27422	104150310 - Non-Dept Professional
					\$552.11		
					<b>\$700.59</b>		
Ivins, David	132711	D1325077	04/12/2025	04/17/2025	1,200.00	San Juan County Road	214414410 - Road Supplies
					<b>\$1,200.00</b>		
Jackson Group Peterbilt	132712	JGP258970GJ	04/07/2025	04/17/2025	126.48	Account #1825	214412250 - Equipment Operation
Jackson Group Peterbilt	132782	JGP259050GJ	04/09/2025	04/25/2025	935.00	Account #1825	214412250 - Equipment Operation
Jackson Group Peterbilt	132782	JGP259253GJ	04/14/2025	04/25/2025	12.84	Account #1825	214412250 - Equipment Operation

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Jackson Group Peterbilt	132782	JGP259303GJ	04/21/2025	04/25/2025	2,350.90	Account #1825	214412250 - Equipment Operation
Jackson Group Peterbilt	132782	JGP259484GJ	04/18/2025	04/25/2025	952.00	Account #1825	214412250 - Equipment Operation
Jackson Group Peterbilt	132782	JGP259574GJ	04/21/2025	04/25/2025	29.26	Account #1825	214412250 - Equipment Operation
Jackson Group Peterbilt	132782	JGPCM259050G	04/18/2025	04/25/2025	-935.00	Account #1825	214412250 - Equipment Operation
Jackson Group Peterbilt	132782	JGPCM259253G	04/18/2025	04/25/2025	-12.84	Account #1825	214412250 - Equipment Operation
					<b>\$3,332.16</b>		
					<b>\$3,458.64</b>		
JB Restoration & Fabrication, LLC	132713	JBR&F4222	04/14/2025	04/17/2025	325.00		214412250 - Equipment Operation
					<b>\$325.00</b>		
JCI Billing Services	132714	JBS389	04/15/2025	04/17/2025	1,720.00		264350310 - Professional and Tech
					<b>\$1,720.00</b>		
Jeppson, Jackie	132715	JJeppson041620	03/16/2025	04/17/2025	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
Jones & DeMille Engineering, Inc	132716	J&DE231106400	04/14/2025	04/17/2025	3,568.80	Project #2311-064.00	104114615 - Plan/Zone Contracts
					<b>\$3,568.80</b>		
Juniper Massage and Wellness	132783	JM&W00000008	04/22/2025	04/25/2025	2,300.00	2025 Rural County Grant Program - Tier 3	104192920 - Econ Dev Rural Count
					<b>\$2,300.00</b>		
K. Andrew Fitzgerald	132784	KAF04212025	04/21/2025	04/25/2025	3,712.50	Case 241700143 April 2025	104126615 - Public Defender Contr
K. Andrew Fitzgerald	132784	KAF251700011	04/21/2025	04/25/2025	1,925.00	Case 251700011 April 2025	104126615 - Public Defender Contr
					<b>\$5,637.50</b>		
					<b>\$5,637.50</b>		
Kenworth Sales Company	132717	KSC005P20296	04/04/2025	04/17/2025	17.27	Customer 15013	214412250 - Equipment Operation
Kenworth Sales Company	132717	KSC005P20322	04/04/2025	04/17/2025	75.60	Customer 15013	214412250 - Equipment Operation
Kenworth Sales Company	132717	KSC005P20334	04/03/2025	04/17/2025	416.37	Customer 15013	214412250 - Equipment Operation
Kenworth Sales Company	132717	KSC005P20389	04/03/2025	04/17/2025	416.37	Customer 15013	214412250 - Equipment Operation
Kenworth Sales Company	132717	KSC005P20401	04/07/2025	04/17/2025	-138.48	Customer 15013	214412250 - Equipment Operation
					<b>\$787.13</b>		
Kenworth Sales Company	132785	KSC005P20419	04/22/2025	04/25/2025	610.94	Customer #15013	214412250 - Equipment Operation
Kenworth Sales Company	132785	KSC005P20424	04/10/2025	04/25/2025	92.00	Customer #15013	214412250 - Equipment Operation
					<b>\$702.94</b>		
					<b>\$1,490.07</b>		
Kirkwood, Joe DBA MATCO, LLC	132718	JK7427	04/09/2025	04/17/2025	265.95		214412250 - Equipment Operation
					<b>\$265.95</b>		
Kissflow, Inc.	EFT	17135128596	04/17/2025	04/24/2025	1,282.50		104210240 - Sheriff Office Expense
Kissflow, Inc.	EFT	17135128596	04/17/2025	04/24/2025	1,923.75		104142240 - Clerk/Auditor Office Ex
Kissflow, Inc.	EFT	17135128596	04/17/2025	04/24/2025	1,923.75		104144242 - Recorder Software Mai
					<b>\$5,130.00</b>		
					<b>\$5,130.00</b>		

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Kloichai Thai Restaurant, LLC	132786	KTR202504001	04/24/2025	04/25/2025	440.00		104192920 - Econ Dev Rural Count
					<b>\$440.00</b>		
Lincoln National Life Insurance Co	132787	Lincoln042025	04/24/2025	04/25/2025	162.42		102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR033025-3938	04/04/2025	04/25/2025	828.29	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR033025-3938	04/04/2025	04/25/2025	2,156.56	Lincoln Group & Voluntary Life	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR033125-3938	03/29/2025	04/25/2025	5.74	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR033125-3938	03/29/2025	04/25/2025	6.80	Lincoln Group & Voluntary Life	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR033125-3938	04/04/2025	04/25/2025	132.61	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR033125-3938	04/04/2025	04/25/2025	195.91	Lincoln Group & Voluntary Life	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR041325-3938	04/18/2025	04/25/2025	837.87	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR041325-3938	04/18/2025	04/25/2025	2,197.46	Lincoln Group & Voluntary Life	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR041425-3938	04/18/2025	04/25/2025	128.35	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	132787	PR041425-3938	04/18/2025	04/25/2025	195.91	Lincoln Group & Voluntary Life	102236000 - Lincoln Financial
					\$6,847.92		
					<b>\$6,847.92</b>		
Little America-Salt Lake	132719	LA2173934	03/31/2025	04/17/2025	208.22		104111230 - Commission Travel Exp
					<b>\$208.22</b>		
Lyle Northern Electric Inc.	132788	3961	04/18/2025	04/25/2025	4,900.00	Fair Ground Arena Liighting - Kissflow	104620260 - Fair Buildings and Gro
Lyle Northern Electric Inc.	132788	LNE3490055023	04/07/2025	04/25/2025	12,886.33	AIP Project #3-49-0055-023-2024	105430900 - Cal Black FAA Grant
					\$17,786.33		
					<b>\$17,786.33</b>		
Lynn, Heather	132720	HLynn04162025	03/16/2025	04/17/2025	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
Main Street Drug and Boutique	132789	MSD42778	04/11/2025	04/25/2025	60.10	San Juan County Jail	104230312 - Jail Inmate Medical Ex
Main Street Drug and Boutique	132789	MSD42823	04/14/2025	04/25/2025	16.23	San Juan County Jail	104230312 - Jail Inmate Medical Ex
Main Street Drug and Boutique	132789	MSD42882	04/15/2025	04/25/2025	42.82	San Juan County Jail	104230312 - Jail Inmate Medical Ex
Main Street Drug and Boutique	132789	MSD42946	04/16/2025	04/25/2025	20.00	San Juan County Jail	104230312 - Jail Inmate Medical Ex
					\$139.15		
					<b>\$139.15</b>		
Maneha, Aaron	132721	Amaneha041420	04/15/2025	04/17/2025	325.00	Case #245101790 Refund	103511000 - Justice Court Fines
					<b>\$325.00</b>		
Melissa Argyle RD CD	132722	INV0376	04/16/2025	04/17/2025	150.00	Kissflow	104677310 - Congregate Profession
Melissa Argyle RD CD	132722	INV0376	04/16/2025	04/17/2025	150.00	Kissflow	104678310 - Home Delivered Profes
					\$300.00		
					<b>\$300.00</b>		
MetLife Group Benefits	132790	Metlife042025	04/24/2025	04/25/2025	-717.15		102230000 - Metlife Dental
MetLife Group Benefits	132790	PR033025-5230	04/04/2025	04/25/2025	614.94	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR033025-5230	04/04/2025	04/25/2025	720.74	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR033025-5230	04/04/2025	04/25/2025	2,850.11	Dental Family	102230000 - Metlife Dental

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
MetLife Group Benefits	132790	PR033125-5230	04/04/2025	04/25/2025	16.54	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR033125-5230	04/04/2025	04/25/2025	33.03	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR033125-5230	04/04/2025	04/25/2025	612.81	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR041325-5230	04/18/2025	04/25/2025	562.36	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR041325-5230	04/18/2025	04/25/2025	759.69	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR041325-5230	04/18/2025	04/25/2025	2,785.50	Dental Family	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR041425-5230	04/18/2025	04/25/2025	16.54	Dental Employee Only	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR041425-5230	04/18/2025	04/25/2025	33.03	Dental Employee +1	102230000 - Metlife Dental
MetLife Group Benefits	132790	PR041425-5230	04/18/2025	04/25/2025	612.81	Dental Family	102230000 - Metlife Dental
					<b>\$8,900.95</b>		
					<b>\$8,900.95</b>		
Mexican Hat Special Serv Dist.	132723	MHSSD42524	04/07/2025	04/17/2025	65.83		104225270 - Fire/Rescue Utilities
					<b>\$65.83</b>		
Monticello Mercantile	132724	J&DE231106400	04/15/2025	04/17/2025	22.99	Customer #76992	104161260 - Courthouse Buildings a
Monticello Mercantile	132724	MM14091	04/16/2025	04/17/2025	13.28		104142240 - Clerk/Auditor Office Ex
					<b>\$36.27</b>		
Monticello Mercantile	132791	1424/1	04/16/2025	04/25/2025	21.99	Kissflow	104166260 - PS Bldg Buildings and
Monticello Mercantile	132791	1429/1	04/17/2025	04/25/2025	5.16	Kissflow	104166260 - PS Bldg Buildings and
Monticello Mercantile	132791	15787	04/17/2025	04/25/2025	54.21	Kissflow	724168260 - Buildings and Grounds
Monticello Mercantile	132791	KTR202504001	04/24/2025	04/25/2025	25,000.00	2025 Rural County Grant Program - Tier 2	104192920 - Econ Dev Rural Count
Monticello Mercantile	132791	MM13931	04/15/2025	04/25/2025	6.29	Sheriffs Office	104230350 - Jail State Prisoner Exp
Monticello Mercantile	132791	MM13961	04/15/2025	04/25/2025	37.98	Road Dept	214412250 - Equipment Operation
Monticello Mercantile	132791	MM14231	04/17/2025	04/25/2025	59.69	Sheriffs Office	104230350 - Jail State Prisoner Exp
					<b>\$25,185.32</b>		
Monticello Mercantile	132845	11121	03/19/2025	04/25/2025	4.59	Kissflow	724581610 - Miscellaneous Supplie
Monticello Mercantile	132845	623	02/03/2025	04/25/2025	33.95	Kissflow	724581240 - Office Expense
Monticello Mercantile	132845	664	02/05/2025	04/25/2025	18.77		724581240 - Office Expense
					<b>\$57.31</b>		
					<b>\$25,278.90</b>		
Morris, Suzette	132792	SMorris0424202	04/24/2025	04/25/2025	37.10		255007.230 - Indirect Admin Travel
					<b>\$37.10</b>		
Motor Parts Company	132725	MP582274	03/26/2025	04/17/2025	153.52		214412250 - Equipment Operation
Motor Parts Company	132725	MP582365	03/27/2025	04/17/2025	-36.00		214412250 - Equipment Operation
Motor Parts Company	132725	MP582467	03/31/2025	04/17/2025	93.40		214412250 - Equipment Operation
Motor Parts Company	132725	MP582495	03/31/2025	04/17/2025	16.64		214412250 - Equipment Operation
Motor Parts Company	132725	MP582503	04/01/2025	04/17/2025	9.89		214412250 - Equipment Operation
Motor Parts Company	132725	MP582506	04/01/2025	04/17/2025	22.16		214412250 - Equipment Operation
Motor Parts Company	132725	MP582518	04/01/2025	04/17/2025	112.24		214412250 - Equipment Operation
Motor Parts Company	132725	MP582523	04/01/2025	04/17/2025	99.94		214412250 - Equipment Operation
Motor Parts Company	132725	MP582597	04/03/2025	04/17/2025	66.30		214412250 - Equipment Operation
Motor Parts Company	132725	MP582600	04/03/2025	04/17/2025	7.40		214412250 - Equipment Operation
Motor Parts Company	132725	MP582677	04/07/2025	04/17/2025	345.48		214412250 - Equipment Operation

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Motor Parts Company	132725	MP582741	04/08/2025	04/17/2025	12.89		214412250 - Equipment Operation
Motor Parts Company	132725	MP582742	04/08/2025	04/17/2025	224.99		214412250 - Equipment Operation
Motor Parts Company	132725	MP582755	04/08/2025	04/17/2025	75.33		214412250 - Equipment Operation
Motor Parts Company	132725	MP582771	04/09/2025	04/17/2025	3.24		214412250 - Equipment Operation
Motor Parts Company	132725	MP884895	04/07/2025	04/17/2025	34.99		104210900 - Sheriff Grants
Motor Parts Company	132725	MP885377	04/15/2025	04/17/2025	131.64		574424250 - Equipment Operation
Motor Parts Company	132725	MP885419	04/15/2025	04/17/2025	11.98		574424250 - Equipment Operation
					<b>\$1,386.03</b>		
Motor Parts Company	132793	MP582182	04/24/2025	04/25/2025	279.16		214412250 - Equipment Operation
Motor Parts Company	132793	MP583073	04/16/2025	04/25/2025	45.74		214412250 - Equipment Operation
Motor Parts Company	132793	MP884945	04/07/2025	04/25/2025	190.83		214412250 - Equipment Operation
Motor Parts Company	132793	MP885311	04/14/2025	04/25/2025	181.14		214412250 - Equipment Operation
Motor Parts Company	132793	MP885354	04/15/2025	04/25/2025	-24.70		214412250 - Equipment Operation
Motor Parts Company	132793	MP885393	04/15/2025	04/25/2025	75.11		214412250 - Equipment Operation
Motor Parts Company	132793	MP885403	04/15/2025	04/25/2025	112.05		214412250 - Equipment Operation
Motor Parts Company	132793	MP885424	04/16/2025	04/25/2025	30.94		214412250 - Equipment Operation
Motor Parts Company	132793	MP885461	04/16/2025	04/25/2025	25.34		214412250 - Equipment Operation
Motor Parts Company	132793	MP885533	04/17/2025	04/25/2025	31.03	Landfill	574424260 - Buildings and Grounds
					<b>\$946.64</b>		
					<b>\$2,332.67</b>		
Moulton, Mike	132794	MMoulton04212	04/22/2025	04/25/2025	69.00		255007.230 - Indirect Admin Travel
					<b>\$69.00</b>		
Mountain Joe's Trail Rides	132795	MJTR04152025	04/13/2025	04/25/2025	42.50	1 hr guided trail ride	104193480 - Visitor Serv Special De
					<b>\$42.50</b>		
Mountainland Supply Co, LLC	132726	MSCS10665781	04/01/2025	04/17/2025	3.00	Customer #40753	104161260 - Courthouse Buildings a
Mountainland Supply Co, LLC	132726	MSCS10682318	04/08/2025	04/17/2025	4,141.56	Customer #107776	214414410 - Road Supplies
Mountainland Supply Co, LLC	132726	MSCS10687095	04/08/2025	04/17/2025	1,021.71	Customer #107776	574424580 - Landfill Closure
					<b>\$5,166.27</b>		
					<b>\$5,166.27</b>		
Myers, Annette	132727	AMyers0416202	03/16/2025	04/17/2025	50.00	LibraryBoard Meeting	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
Navajo Nation Water Code Admini	132796	NNWCA2510310	04/08/2025	04/25/2025	0.08	Account #60040657	104225270 - Fire/Rescue Utilities
					<b>\$0.08</b>		
Navajo Tribal Utility Authority	132728	NTUA31002071	04/03/2025	04/17/2025	123.77	Account #60040657	104225270 - Fire/Rescue Utilities
Navajo Tribal Utility Authority	132797	37001278802	04/10/2025	04/25/2025	144.19	Account #60378369 - Kissflow	104574270 - TV Comm Utilities
Navajo Tribal Utility Authority	132797	NTUA35001539	04/17/2025	04/25/2025	128.96	Contract Account 60271007	104225270 - Fire/Rescue Utilities
					<b>\$273.15</b>		
					<b>\$396.92</b>		
New Technology Solutions, LLC	132798	9131	04/06/2025	04/25/2025	23.75	Kissflow	724169310 - Professional and Tech

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New Technology Solutions, LLC	132798	9131	04/06/2025	04/25/2025	35.62	Kissflow	724167310 - Professional and Tech
New Technology Solutions, LLC	132798	9131	04/06/2025	04/25/2025	35.63	Kissflow	724168310 - Professional and Tech
New Technology Solutions, LLC	132798	9310	04/18/2025	04/25/2025	40.00	Kissflow	264350310 - Professional and Tech
New Technology Solutions, LLC	132798	9311	04/10/2025	04/25/2025	16.25	Kissflow	104163310 - Blannex Professional a
New Technology Solutions, LLC	132798	9311	04/10/2025	04/25/2025	16.25	Kissflow	104165310 - Sheriff Annex Professio
New Technology Solutions, LLC	132798	9311	04/10/2025	04/25/2025	48.75	Kissflow	104161310 - Courthouse Profession
New Technology Solutions, LLC	132798	9311	04/10/2025	04/25/2025	48.75	Kissflow	104166310 - PS Bldg Professional a
New Technology Solutions, LLC	132798	9312	04/06/2025	04/25/2025	80.00	Kissflow	104225310 - Fire/Rescue Professio
New Technology Solutions, LLC	132798	9314	04/15/2025	04/25/2025	100.00		104676310 - Senior Cit Professional
					<b>\$445.00</b>		
					<b>\$445.00</b>		
Nicholas & Company	132729	9151794	04/17/2025	04/17/2025	465.81		104678325 - Home Deliv Meals - BI
Nicholas & Company	132729	9151794	04/17/2025	04/17/2025	465.82		104677325 - Congregate Meals - BI
Nicholas & Company	132729	N&C9147631	04/14/2025	04/17/2025	501.97	San Juan County 616580	104677323 - Congregate Meals - M
Nicholas & Company	132729	N&C9147631	04/14/2025	04/17/2025	501.97	San Juan County 616580	104678323 - Home Deliv Meals - M
Nicholas & Company	132729	N&C9147633	04/14/2025	04/17/2025	375.86	San Juan County 616580	104678329 - Home Deliv Meals - BI
Nicholas & Company	132729	N&C9147633	04/14/2025	04/17/2025	375.87	San Juan County 616580	104677329 - Congregate Meals - BI
					<b>\$2,687.30</b>		
Nicholas & Company	132799	N&C9147626	04/14/2025	04/25/2025	1,907.12	Customer #616591	104230480 - Jail Kitchen Food
Nicholas & Company	132799	N&C9151791	04/17/2025	04/25/2025	1,029.34	Customer #616591	104230480 - Jail Kitchen Food
					<b>\$2,936.46</b>		
Nicholas & Company	132846	9155186	04/21/2025	04/25/2025	257.66	Kissflow	104678323 - Home Deliv Meals - M
Nicholas & Company	132846	9155186	04/21/2025	04/25/2025	257.67	Kissflow	104677323 - Congregate Meals - M
Nicholas & Company	132846	9155188	04/21/2025	04/25/2025	797.78	Kissflow	104677325 - Congregate Meals - BI
Nicholas & Company	132846	9155188	04/21/2025	04/25/2025	797.78	Kissflow	104678325 - Home Deliv Meals - BI
					<b>\$2,110.89</b>		
					<b>\$7,734.65</b>		
Nichols, Chesy	132730	CNichols041620	04/14/2025	04/17/2025	500.00	April EMS Medical Director	264350310 - Professional and Tech
					<b>\$500.00</b>		
O'Reilly Auto Parts	132800	ORAP68481094	04/08/2025	04/25/2025	122.57	Customer Account #3601683	214412250 - Equipment Operation
O'Reilly Auto Parts	132800	ORAP68481095	04/09/2025	04/25/2025	7.97	Customer Account #3601681	214412250 - Equipment Operation
					<b>\$130.54</b>		
					<b>\$130.54</b>		
ODP Business Solutions, LLC	132731	3031126	04/16/2025	04/17/2025	461.83	Kissflow Missclassified, need credit	101511001 - Suspense
ODP Business Solutions, LLC	132731	394934929002	04/16/2025	04/17/2025	13.61	Kissflow	104144240 - Recorder Office Expen
ODP Business Solutions, LLC	132731	415558450001	04/16/2025	04/17/2025	162.85	Kissflow	104144240 - Recorder Office Expen
ODP Business Solutions, LLC	132731	ODP405520000	01/08/2025	04/17/2025	83.29	Account #47849426	104146240 - Assessor Office Expen
ODP Business Solutions, LLC	132731	ODP405520868	01/08/2025	04/17/2025	69.78	Account #47849426	104146240 - Assessor Office Expen
ODP Business Solutions, LLC	132731	ODP4115357280	03/14/2025	04/17/2025	136.28	Account #47849426	104122240 - Justice Court Office Ex
ODP Business Solutions, LLC	132731	ODP4116336080	02/11/2025	04/17/2025	116.38	Account #47849426	255007.240 - Indirect Admin Office e
ODP Business Solutions, LLC	132731	ORAP68481094	04/08/2025	04/17/2025	122.57	Account #47849426	214412250 - Equipment Operation
ODP Business Solutions, LLC	132731	ORAP68481095	04/09/2025	04/17/2025	7.97	Customer 3601681	214412250 - Equipment Operation
					<b>\$1,174.56</b>		
					<b>\$1,174.56</b>		

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Packard Wholesale Co.	132732	3031132	04/16/2025	04/17/2025	303.53	Kissflow	104677323 - Congregate Meals - M
Packard Wholesale Co.	132801	3031126	04/16/2025	04/25/2025	461.83	Kissflow Missclassified, need credit	104678325 - Home Deliv Meals - BI
Packard Wholesale Co.	132801	3031149	04/16/2025	04/25/2025	53.50	Customer ID 10312 - Kissflow	724168260 - Buildings and Grounds
Packard Wholesale Co.	132801	3031154	04/16/2025	04/25/2025	230.50	Kissflow	104161260 - Courthouse Buildings a
Packard Wholesale Co.	132801	3031326	04/18/2025	04/25/2025	-53.50	Customer ID 10312 - Kissflow	724168260 - Buildings and Grounds
Packard Wholesale Co.	132801	PWC3000086(1)	04/15/2025	04/25/2025	-145.34	Customer ID 10301	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	132801	PWC3028903	04/18/2025	04/25/2025	53.42	Customer 1025182	104161260 - Courthouse Buildings a
Packard Wholesale Co.	132801	PWC3031036	04/15/2025	04/25/2025	-349.48	Customer ID 10325	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	132801	PWC3031146	04/16/2025	04/25/2025	107.84	San Juan Public Health	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	132801	PWC3031187	04/17/2025	04/25/2025	290.49	Customer ID 10301	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	132801	PWC3031188	04/17/2025	04/25/2025	299.77	Customer ID 10325	104230480 - Jail Kitchen Food
Packard Wholesale Co.	132801	PWC3031189	04/17/2025	04/25/2025	349.48	Customer ID 10325	104230350 - Jail State Prisoner Exp
					\$1,298.51		
					<b>\$1,602.04</b>		
Peak JCB	132802	PJCBPSI476890	03/31/2025	04/25/2025	182.66	Customer #C0011098	214412250 - Equipment Operation
					<b>\$182.66</b>		
PEHP	132803	PEHP042025	04/24/2025	04/25/2025	1,625.09		102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	124.07	Vision Employee Only	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	151.00	Vision Employee +1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	255.06	Employee Assistance Program	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	439.90	Vision Family	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	798.22	HDHP Employee Only Tier 1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	1,652.32	HDHP Employee +1 Tier 1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	2,105.96	Traditional Employee +1 Tier 2	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	2,326.28	Dual Traditional Employee + 1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	2,543.40	Traditional Employee Only Tier 1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	4,957.02	HDHP Employee +1 Tier 2	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	5,188.43	HDHP Employee Only Tier 2	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	5,587.50	HDHP Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	6,612.97	Traditional Employee Only Tier 2	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	11,582.67	Traditional Employee +1 Tier 1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	15,645.42	HDHP Family Tier 2	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	17,091.60	Traditional Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR033025-2584	04/04/2025	04/25/2025	19,940.34	Traditional Family Tier 2	102226000 - Health Insurance
PEHP	132803	PR033125-2584	03/29/2025	04/25/2025	2.18	Employee Assistance Program	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	3.76	Vision Employee Only	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	6.04	Vision Employee +1	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	30.52	Employee Assistance Program	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	74.70	Vision Family	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	399.11	HDHP Employee Only Tier 2	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	826.16	HDHP Employee +1 Tier 1	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	1,117.53	HDHP Family Tier 2	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	2,235.00	HDHP Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	2,848.60	Traditional Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR033125-2584	04/04/2025	04/25/2025	8,545.86	Traditional Family Tier 2	102226000 - Health Insurance

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PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	112.80	Vision Employee Only	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	151.00	Vision Employee +1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	265.96	Employee Assistance Program	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	431.60	Vision Family	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	798.22	HDHP Employee Only Tier 1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	2,105.96	Traditional Employee +1 Tier 2	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	2,326.28	Dual Traditional Employee + 1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	2,478.48	HDHP Employee +1 Tier 1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	2,543.40	Traditional Employee Only Tier 1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	4,470.00	HDHP Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	4,957.02	HDHP Employee +1 Tier 2	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	5,587.54	HDHP Employee Only Tier 2	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	6,612.97	Traditional Employee Only Tier 2	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	11,582.67	Traditional Employee +1 Tier 1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	16,762.95	HDHP Family Tier 2	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	17,091.60	Traditional Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR041325-2584	04/18/2025	04/25/2025	19,940.34	Traditional Family Tier 2	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	3.76	Vision Employee Only	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	6.04	Vision Employee +1	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	30.52	Employee Assistance Program	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	91.30	Vision Family	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	399.11	HDHP Employee Only Tier 2	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	826.16	HDHP Employee +1 Tier 1	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	1,117.53	HDHP Family Tier 2	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	2,235.00	HDHP Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	2,848.60	Traditional Family Tier 1	102226000 - Health Insurance
PEHP	132803	PR041425-2584	04/18/2025	04/25/2025	8,545.86	Traditional Family Tier 2	102226000 - Health Insurance
					<b>\$229,039.38</b>		
PEHP	132804	PEHPLD042025	04/24/2025	04/25/2025	29.26	Line of Duty	104165134 - Sheriff Annex Health In
					<b>\$229,068.64</b>		
Pick A Stitch, LLC	132733	PAS3609	04/14/2025	04/17/2025	1,026.00	San Juan County EMS	264350141 - Uniform Allowance
					<b>\$1,026.00</b>		
Podmore, Zak	132734	ZPodmore04162	03/16/2025	04/17/2025	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					<b>\$50.00</b>		
Quill Corporation	132735	Q43535778	04/01/2025	04/17/2025	144.96	Order #183705144	104672240 - Acc Trans Office Expen
					<b>\$144.96</b>		
Redd Mechanical	132736	RM4865	03/19/2025	04/17/2025	25,863.00	SJC Admin Boiler	454161725 - Building Improvements
					<b>\$25,863.00</b>		
Redds Ace Hardware, LLC	132737	RAH14388	04/15/2025	04/17/2025	32.54	Transaction 14388	574424240 - Office Expense
Redds Ace Hardware, LLC	132737	RAH9854	04/10/2025	04/17/2025	24.99	Customer #10174	104161260 - Courthouse Buildings a
					<b>\$57.53</b>		

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Redds Ace Hardware, LLC	132805	16460	04/18/2025	04/25/2025	5.17	Kissflow	724168260 - Buildings and Grounds
Redds Ace Hardware, LLC	132805	18442	04/21/2025	04/25/2025	29.99	Kissflow	724168260 - Buildings and Grounds
Redds Ace Hardware, LLC	132805	19761	04/22/2025	04/25/2025	9.99	Customer #10174 - Kissflow	724581620 - Special Programs
Redds Ace Hardware, LLC	132805	19917	04/23/2025	04/25/2025	10.99	Kissflow	724168260 - Buildings and Grounds
Redds Ace Hardware, LLC	132805	RAH15838	04/17/2025	04/25/2025	14.99	Customer #10174	264350610 - Miscellaneous Supplie
Redds Ace Hardware, LLC	132805	RAH18314	04/21/2025	04/25/2025	116.31	Customer #10174	214412250 - Equipment Operation
Redds Ace Hardware, LLC	132805	RAH18480	04/21/2025	04/25/2025	22.32	Customer #10174	214412250 - Equipment Operation
					<b>\$209.76</b>		
Redds Ace Hardware, LLC	132847	911049	02/27/2025	04/25/2025	9.98	Kissflow	724581240 - Office Expense
					<b>\$277.27</b>		
RelaDyne West, LLC	132738	RD1217229IN	04/15/2025	04/17/2025	441.00	Account #31-0180327	574424251 - Gas, Oil and Grease
					<b>\$441.00</b>		
Rocky Mountain Power	132739	041625-5928863	04/16/2025	04/17/2025	25.93	Kissflow	104225270 - Fire/Rescue Utilities
Rocky Mountain Power	132739	RMP592886360	04/03/2025	04/17/2025	55.72		104574270 - TV Comm Utilities
Rocky Mountain Power	132739	RMP592886360	04/03/2025	04/17/2025	26.99		104225270 - Fire/Rescue Utilities
Rocky Mountain Power	132739	RMP732417840	04/03/2025	04/17/2025	113.08		104225270 - Fire/Rescue Utilities
					<b>\$221.72</b>		
Rocky Mountain Power	132806	RMP592716960	04/18/2025	04/25/2025	77.79		104672270 - Acc Trans Utilities
					<b>\$299.51</b>		
Salt Lake Wholesale Sports	132807	SLWS103912	04/09/2025	04/25/2025	700.56		104210480 - Sheriff Special Depart
					<b>\$700.56</b>		
San Juan Building Supply Inc.	132808	2504-277880	04/21/2025	04/25/2025	70.23	Kissflow	724168260 - Buildings and Grounds
San Juan Building Supply Inc.	132808	2504-278015	04/22/2025	04/25/2025	7.72	Kissflow	724168260 - Buildings and Grounds
San Juan Building Supply Inc.	132808	2504-278101	04/23/2025	04/25/2025	28.32	Kissflow	724168260 - Buildings and Grounds
San Juan Building Supply Inc.	132808	SJBuilding25042	04/22/2025	04/25/2025	716.96	Account #2370	574424610 - Miscellaneous Supplie
					<b>\$823.23</b>		
					<b>\$823.23</b>		
San Juan Clinic	132740	SJClinic615668	04/08/2025	04/17/2025	72.00	Account #110717	214414620 - Miscellaneous Service
					<b>\$72.00</b>		
San Juan Counseling	132809	SJCounseling03	03/28/2025	04/25/2025	28,477.00	LOCAL AUTHORITY MATCH	254330915 - Substance Abuse Cont
San Juan Counseling	132809	SJCounseling03	03/28/2025	04/25/2025	74,773.00	LOCAL AUTHORITY MATCH	254320915 - Mental Health Contribu
					<b>\$103,250.00</b>		
					<b>\$103,250.00</b>		
San Juan Public Health co Tyler K	132810	SJPH04232025	04/23/2025	04/25/2025	200.00	Tobacco Compliance Petty Cash	255062.310 - Tobacco Compliance
					<b>\$200.00</b>		
SJC Inmate Account	132741	MarchTrusteePa	04/17/2025	04/17/2025	2,767.00		104230352 - Jail Inmate Humanitari
SJC Inmate Account	132811	June 2024 Trust	01/01/2025	04/25/2025	2,700.50		104230352 - Jail Inmate Humanitari
					<b>\$5,467.50</b>		

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SJR Media	132812	SJRM165621	02/26/2025	04/25/2025	13.30	SJC Library	724581220 - Public Notices
					<b>\$13.30</b>		
Skinner, Ron	132813	RSkinner042125	04/22/2025	04/25/2025	69.00		255007.230 - Indirect Admin Travel
Skinner, Ron	132813	RSkinner042420	04/24/2025	04/25/2025	30.80		255007.230 - Indirect Admin Travel
					\$99.80		
					<b>\$99.80</b>		
Smith Hartvigsen, PLLC	132814	SmithHart04242	04/24/2025	04/25/2025	75,000.00		104156310 - Legal Defense Professi
					<b>\$75,000.00</b>		
Smoke Pizza Company, LLC	132815	SPC0123	04/24/2025	04/25/2025	19,545.58	2025 Rural County Grant Program - Tier 2	104192920 - Econ Dev Rural Count
					<b>\$19,545.58</b>		
Snap - On Tools	132742	STC0408256046	04/08/2025	04/17/2025	132.75		214412250 - Equipment Operation
					<b>\$132.75</b>		
Suitter Axland, PLLC	132816	SA4647	04/01/2025	04/25/2025	1,767.50	RE: 7788.1	104156310 - Legal Defense Professi
					<b>\$1,767.50</b>		
Summit Food Service, LLC	132743	SFSINV2000239	04/10/2025	04/17/2025	1,128.06	Customer ID C8109000	274230350 - Inmate Commissary Ex
Summit Food Service, LLC	132743	SFSINV2000239	04/08/2025	04/17/2025	9.84	Customer ID C8109001	274230350 - Inmate Commissary Ex
					\$1,137.90		
					<b>\$1,137.90</b>		
Sunrise Outfitting Inc	132744	SO206	04/17/2025	04/17/2025	231.00	1/2 day ride with 30% discount	104193480 - Visitor Serv Special De
					<b>\$231.00</b>		
Sysco Intermountain Food Svc.	132817	SI685434465	04/11/2025	04/25/2025	587.59	Customer 936070	104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	132817	SI685442124	04/15/2025	04/25/2025	584.71	Customer 936070	104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	132817	SI685448321	04/19/2025	04/25/2025	569.15	Customer 936070	104230480 - Jail Kitchen Food
					\$1,741.45		
					<b>\$1,741.45</b>		
TecServ, Inc	132745	16906	04/16/2025	04/17/2025	2,700.00	Kissflow	724581924 - Grant Expenses - UEN
TecServ, Inc	132745	TS16901	04/07/2025	04/17/2025	273.81		104151210 - IT Subscriptions and M
					\$2,973.81		
TecServ, Inc	132818	TS16909	04/21/2025	04/25/2025	13,500.00		104151254 - IT Maintenance Contra
					<b>\$16,473.81</b>		
TPI Productionz, LLC (The Pinto B	132819	TPIP04232025	04/24/2025	04/25/2025	82.50	Display Ad C	104192920 - Econ Dev Rural Count
					<b>\$82.50</b>		
U.S. Bank Corporate Payment	132746	USBank0410202	04/16/2025	04/17/2025	-414.51	Kissflow	104144230 - Recorder Travel Expen
U.S. Bank Corporate Payment	132746	USBank0410202	04/16/2025	04/17/2025	549.99	Kissflow	104144242 - Recorder Software Mai
U.S. Bank Corporate Payment	132746	USBBBushore04	04/10/2025	04/17/2025	8.99		104151280 - IT Telephone

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U.S. Bank Corporate Payment	132746	USBBBushore04	04/10/2025	04/17/2025	120.00		105430280 - Cal Black Telephone
U.S. Bank Corporate Payment	132746	USBBBushore04	04/10/2025	04/17/2025	595.00		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	132746	USBCBrake0410	04/10/2025	04/17/2025	119.53		104134210 - Personnel Subscription
U.S. Bank Corporate Payment	132746	USBJHoggard04	04/10/2025	04/17/2025	54.61		264350330 - Employee Education
U.S. Bank Corporate Payment	132746	USBJHoggard04	04/10/2025	04/17/2025	74.99		264350310 - Professional and Tech
U.S. Bank Corporate Payment	132746	USBJHoggard04	04/10/2025	04/17/2025	100.00		264350310 - Professional and Tech
U.S. Bank Corporate Payment	132746	USBJHoggard04	04/10/2025	04/17/2025	125.43		264350230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	7.00		214412250 - Equipment Operation
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	45.00		214412250 - Equipment Operation
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	49.40		214412250 - Equipment Operation
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	55.00		214414240 - Office Expense
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	77.36		214412250 - Equipment Operation
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	130.00		214414330 - Employee Education
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	190.08		214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	132746	USBJPalmer041	04/10/2025	04/17/2025	401.75		214412250 - Equipment Operation
U.S. Bank Corporate Payment	132746	USBJTate04102	04/10/2025	04/17/2025	9.00		574424230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBJTate04102	04/10/2025	04/17/2025	13.00		574424230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBJTate04102	04/10/2025	04/17/2025	26.32		574424210 - Subscriptions and Me
U.S. Bank Corporate Payment	132746	USBJTate04102	04/10/2025	04/17/2025	53.94		574424230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBJTate04102	04/10/2025	04/17/2025	58.07		574424230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBJTate04102	04/10/2025	04/17/2025	412.82		574424610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	132746	USBJTate04102	04/10/2025	04/17/2025	949.36		574424230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBLDuncan04	04/10/2025	04/17/2025	25.61		104173240 - Elections Office Expen
U.S. Bank Corporate Payment	132746	USBLDuncan04	04/10/2025	04/17/2025	40.05		104142240 - Clerk/Auditor Office Ex
U.S. Bank Corporate Payment	132746	USBMMcDonald	04/10/2025	04/17/2025	18.00		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	132746	USBMMcDonald	04/10/2025	04/17/2025	914.45		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	132746	USBMMcDonald	04/10/2025	04/17/2025	1,800.00		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	132746	USBNPerkins04	04/10/2025	04/17/2025	141.94		724581480 - Collection Developmen
U.S. Bank Corporate Payment	132746	USBNPerkins04	04/10/2025	04/17/2025	269.67		724581240 - Office Expense
U.S. Bank Corporate Payment	132746	USBNPerkins04	04/10/2025	04/17/2025	289.14		724581923 - Grant Expenses - Borr
U.S. Bank Corporate Payment	132746	USBNPerkins04	04/10/2025	04/17/2025	533.75		724581280 - Telephone
U.S. Bank Corporate Payment	132746	USBNPerkins04	04/10/2025	04/17/2025	739.87		724581925 - Grant Expenses - Clef
U.S. Bank Corporate Payment	132746	USBNPerkins04	04/10/2025	04/17/2025	3,141.00		724581242 - Software Maintenance
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	-1,202.15		104111230 - Commission Travel Exp
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	-1,163.15		104113230 - Admin Travel Expense
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	-475.00		104111330 - Commission Employee
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	10.99		104134480 - Personnel Special Dep
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	20.60		104134480 - Personnel Special Dep
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	27.00		104111230 - Commission Travel Exp
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	27.00		104111230 - Commission Travel Exp
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	27.00		104113230 - Admin Travel Expense
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	38.38		104113240 - Admin Office Expense
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	42.18		104113230 - Admin Travel Expense
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	46.94		104134480 - Personnel Special Dep
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	487.05		104113330 - Admin Employee Educ
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	487.05		104134330 - Personnel Employee E
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	895.37		104111230 - Commission Travel Exp
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	974.09		104111330 - Commission Employee

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U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	1,002.41		104665310 - SJC Homeless Profess
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	1,204.15		104111230 - Commission Travel Exp
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	1,204.15		104113230 - Admin Travel Expense
U.S. Bank Corporate Payment	132746	USBRVargas041	04/10/2025	04/17/2025	2,041.01		104665310 - SJC Homeless Profess
U.S. Bank Corporate Payment	132746	USBTAdair04102	04/10/2025	04/17/2025	128.84		214414230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBTAdair04102	04/10/2025	04/17/2025	331.06		214414230 - Travel Expense
U.S. Bank Corporate Payment	132746	USBTAdair04102	04/10/2025	04/17/2025	601.04		214414330 - Employee Education
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	15.99		104255240 - EOC Office Expense
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	21.35		104255610 - EOC Miscellaneous Su
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	25.00		104671240 - Area Plan Office Expen
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	29.19		104671240 - Area Plan Office Expen
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	102.96		104255280 - EOC Telephone
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	120.00		104255280 - EOC Telephone
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	179.00		104676610 - Senior Cit Miscellaneo
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	182.74		104678323 - Home Deliv Meals - M
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	208.58		104676610 - Senior Cit Miscellaneo
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	264.02		104255230 - EOC Travel Expense
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	334.72		104684230 - Respite Travel Expens
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	551.22		104678329 - Home Deliv Meals - BI
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	598.00		104255330 - EOC Employee Educat
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	1,375.08		104684610 - Respite Miscellaneous
U.S. Bank Corporate Payment	132746	USBTGallegos0	04/10/2025	04/17/2025	1,469.16		104684610 - Respite Miscellaneous
					\$23,958.63		
U.S. Bank Corporate Payment	132820	19920	04/23/2025	04/25/2025	8.59	Kissflow	104161260 - Courthouse Buildings a
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	14.99		724581620 - Special Programs
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	54.40		724581240 - Office Expense
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	88.44		724581610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	138.68		724581923 - Grant Expenses - Borr
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	167.36		724581925 - Grant Expenses - Clef
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	194.56		724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	238.00		104192210 - Econ Dev Subscription
U.S. Bank Corporate Payment	132820	USBMRamsay04	04/10/2025	04/25/2025	612.03		724581480 - Collection Developmen
U.S. Bank Corporate Payment	132820	USBSLong0410	01/01/2025	04/25/2025	8.81		104161242 - Courthouse Software
U.S. Bank Corporate Payment	132820	USBSLong0410	01/01/2025	04/25/2025	86.54		104230260 - Jail Buildings and Grou
U.S. Bank Corporate Payment	132820	USBSLong0410	01/01/2025	04/25/2025	695.12		104161260 - Courthouse Buildings a
U.S. Bank Corporate Payment	132820	USBSLong0410	01/01/2025	04/25/2025	719.96		104230260 - Jail Buildings and Grou
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	14.39		255007.240 - Indirect Admin Office e
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	19.00		255016.242 - Local Epi Software ma
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	25.00		255007.210 - Indirect Admin Subscri
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	60.00		255016.210 - Local Epi Subscription
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	100.00		255740.241 - State LHD Environ Po
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	106.72		255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	150.62		255740.480 - State LHD Environ Sp
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	165.00		255335.242 - Crisis Response Work
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	209.11		255122.480 - MCH Grant - Prenatal
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	250.00		255450.330 - PH Infrastructure Emp
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	366.18		255061.230 - Tobacco Prevention Tr

**San Juan County**  
**Check Register**  
**General Fund Checking - Zions 566101143 - 04/12/2025 to 04/25/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	531.99		255071.230 - MCH Injury Prevention
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	710.24		255009.480 - Indirect Health Edu Sp
U.S. Bank Corporate Payment	132820	USBTKetron041	04/10/2025	04/25/2025	780.77		255450.230 - PH Infrastructure Trav
U.S. Bank Corporate Payment	132820	USCRNieman04	04/10/2025	04/25/2025	21.34		104860210 - CJC Subscriptions and
U.S. Bank Corporate Payment	132820	USCRNieman04	04/10/2025	04/25/2025	43.95		104860330 - CJC Employee Educati
U.S. Bank Corporate Payment	132820	USCRNieman04	04/10/2025	04/25/2025	55.97		104860610 - CJC Miscellaneous Su
U.S. Bank Corporate Payment	132820	USCRNieman04	04/10/2025	04/25/2025	61.98		104860240 - CJC Office Expense
U.S. Bank Corporate Payment	132820	USCRNieman04	04/10/2025	04/25/2025	69.93		104860330 - CJC Employee Educati
U.S. Bank Corporate Payment	132820	USCRNieman04	04/10/2025	04/25/2025	97.50		104860610 - CJC Miscellaneous Su
U.S. Bank Corporate Payment	132820	USCRNieman04	04/10/2025	04/25/2025	100.00		104860330 - CJC Employee Educati
					\$6,967.17		
					<b>\$30,925.80</b>		
Utah Association of Counties	132821	UAC7670	04/23/2025	04/25/2025	150.00	2025 Clerk/Auditor's Association Dues	104142240 - Clerk/Auditor Office Ex
					<b>\$150.00</b>		
Utah Association of Local Health D	132822	UALHD350	04/10/2025	04/25/2025	140.00	Food Handlers Cards	255740.480 - State LHD Environ Sp
					<b>\$140.00</b>		
Utah Counties Indemnity Pool	132823	UCIP3298	04/01/2025	04/25/2025	15,360.00	Workers Comp Payroll Audit 2024	104965137 - Undistributed Workme
					<b>\$15,360.00</b>		
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	-154.73		104150251 - Non-Dept Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	-90.99		214414251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	75.24		104114251 - Plan/Zone Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	76.69		104192251 - Econ Dev Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	80.54		724581251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	119.09		104256251 - Weed Gas, Oil and Gre
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	154.73		104220251 - Wild Fire Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	252.07		214414251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	453.11		104256251 - Weed Gas, Oil and Gre
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	642.39		104220251 - Wild Fire Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	678.33		264350251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	829.06		104672251 - Acc Trans Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	834.66	Counseling	214414251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	1,020.10		254310251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	1,130.13		104111251 - Commission Gas, Oil a
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	2,088.10		574424251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	11,590.13		104210251 - Sheriff Gas, Oil and Gr
Utah Department of Fuel Services	132824	UDEPFUEL0228	02/28/2025	04/25/2025	24,321.01		214414251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	22.86		104122251 - Justice Court Gas, Oil
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	54.97		104147251 - Surveyor Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	72.52		104146251 - Assessor Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	85.18		724581251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	108.51		104114251 - Plan/Zone Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	115.54		104192251 - Econ Dev Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	292.74		214414251 - Gas, Oil and Grease

**San Juan County**  
**Check Register**  
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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	502.80		104256251 - Weed Gas, Oil and Gre
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	530.25		104111251 - Commission Gas, Oil a
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	535.76		104220251 - Wild Fire Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	565.49	Counseling	214414251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	765.36		254310251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	1,279.72		104672251 - Acc Trans Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	1,464.35		264350251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	2,278.50	Fee	104150251 - Non-Dept Gas, Oil and
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	2,339.27		574424251 - Gas, Oil and Grease
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	10,609.10		104210251 - Sheriff Gas, Oil and Gr
Utah Department of Fuel Services	132824	UDEPFUEL0331	03/31/2025	04/25/2025	23,285.01		214414251 - Gas, Oil and Grease
					<b>\$89,007.59</b>		
					<b>\$89,007.59</b>		
Utah Department of Health and Hu	132825	UDH&HS25H50	04/21/2025	04/25/2025	5,875.55	25H5000968 2025 Q3 Ambulance Assessmen	264350310 - Professional and Tech
Utah Department of Health and Hu	132826	UDH&HS25FN0	04/10/2025	04/25/2025	377.50	Mar25 Certificate Sales Reconciliation Invoice	255013.980 - Vital Statistics Intergov
					<b>\$6,253.05</b>		
Utah Department of Public Safety	132827	UDPS25H00006	04/08/2025	04/25/2025	496.00	Attn: Brian Spillman Invoice #25H0000656	274230350 - Inmate Commissary Ex
					<b>\$496.00</b>		
Utah Department of Workforce Ser	132828	DWS04072025	04/08/2025	04/25/2025	530.79		104965137 - Undistributed Workme
					<b>\$530.79</b>		
Utah Division of Environmental Qu	132829	UDEQDEQ0015	04/24/2025	04/25/2025	320.00	Septic Permit Dues - SFY 2025 Q3	255620.980 - DEQ Water Quality Int
					<b>\$320.00</b>		
Utah Retirement Systems	132830	URSEExtra04212	04/21/2025	04/25/2025	11.48		102224000 - Retirement Payable
Utah Retirement Systems	132830	URSEExtra04212	04/21/2025	04/25/2025	161.70	10-24	104965132 - Undistributed Retireme
Utah Retirement Systems	132830	URSEExtra04212	04/21/2025	04/25/2025	199.79	9-24	104965132 - Undistributed Retireme
					<b>\$372.97</b>		
					<b>\$372.97</b>		
Utah State University	132747	USUA35629250	04/16/2025	04/17/2025	20.10	Attn: Brandee Spackman	104610241 - Ag Ext Postage
Utah State University	132747	USUA35629250	04/16/2025	04/17/2025	90.00	Attn: Brandee Spackman	104610210 - Ag Ext Subscriptions a
Utah State University	132747	USUA35629250	04/16/2025	04/17/2025	125.20	Attn: Brandee Spackman	104610240 - Ag Ext Office Expense
Utah State University	132747	USUA35629250	04/16/2025	04/17/2025	155.66	Attn: Brandee Spackman	104610480 - Ag Ext Special Depart
Utah State University	132747	USUA35629250	04/16/2025	04/17/2025	1,676.89	Attn: Brandee Spackman	104610610 - Ag Ext Miscellaneous
Utah State University	132747	USUA35629250	04/16/2025	04/17/2025	1,761.55	Attn: Brandee Spackman	104610230 - Ag Ext Travel Expense
Utah State University	132747	USUA35629250	04/16/2025	04/17/2025	2,939.09	Attn: Brandee Spackman	104610620 - Ag Ext Miscellaneous
					<b>\$6,768.49</b>		
					<b>\$6,768.49</b>		
Vargas, Rosa	132748	RVargas0416202	04/16/2025	04/17/2025	25.34		104113240 - Admin Office Expense
					<b>\$25.34</b>		

**San Juan County**  
**Check Register**  
**General Fund Checking - Zions 566101143 - 04/12/2025 to 04/25/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Verizon Wireless	132749	V6108461431	03/13/2025	04/17/2025	51.14		104146280 - Assessor Telephone
Verizon Wireless	132749	V6108461449	04/16/2025	04/17/2025	610.38	Account #665509557-00003	104610280 - Ag Ext Telephone
Verizon Wireless	132749	V6109853801	04/01/2025	04/17/2025	106.16	Account #242733870-00001	104192280 - Econ Dev Telephone
					<u>\$767.68</u>		
Verizon Wireless	132831	V6110915183	04/13/2025	04/25/2025	48.29	Account #265507612-00002	104665310 - SJC Homeless Profess
Verizon Wireless	132831	V6110915183	04/13/2025	04/25/2025	113.83	Account #265507612-00002	104113280 - Admin Telephone
Verizon Wireless	132831	V6110915184	04/13/2025	04/25/2025	133.46	Account #265507612-00003	104151280 - IT Telephone
Verizon Wireless	132831	V6110915195	04/13/2025	04/25/2025	107.11	Account #265508664-00001	214414280 - Telephone
Verizon Wireless	132831	V6110947190	04/13/2025	04/25/2025	24.68		105430280 - Cal Black Telephone
Verizon Wireless	132831	V6110947190	04/13/2025	04/25/2025	53.44		104256280 - Weed Telephone
Verizon Wireless	132831	V6110968486	04/13/2025	04/25/2025	55.36	Account #765507047-00001	104112280 - Planning Telephone
Verizon Wireless	132831	V6110968486	04/13/2025	04/25/2025	86.40	Account #765507047-00001	104111280 - Commission Telephone
Verizon Wireless	132831	V9976249210	01/01/2025	04/25/2025	985.46	Account # 665507629-00001	104230280 - Jail Telephone
					<u>\$1,608.03</u>		
Verizon Wireless	132848	6110397174	04/25/2025	04/25/2025	78.12	Kissflow	104684280 - Respite Telephone
Verizon Wireless	132848	6110397174	04/25/2025	04/25/2025	443.41	Kissflow	104672280 - Acc Trans Telephone
Verizon Wireless	132848	6110915191	04/22/2025	04/25/2025	85.34	Kissflow	104255280 - EOC Telephone
Verizon Wireless	132848	6110968501	04/22/2025	04/25/2025	53.44	Kissflow	104675280 - Ombuds Telephone
Verizon Wireless	132848	6110968501	04/22/2025	04/25/2025	53.44	Kissflow	104679280 - State Alt Telephone
Verizon Wireless	132848	6110968501	04/22/2025	04/25/2025	53.44	Kissflow	104684280 - Respite Telephone
					<u>\$767.19</u>		
					<b>\$3,142.90</b>		
Washington National Insurance	132525	PR031625-3382	03/21/2025	04/24/2025	2,829.30	Washington National	102229000 - Washington National P
Washington National Insurance	132525	PR031725-3382	03/21/2025	04/24/2025	129.16	Washington National	102229000 - Washington National P
Washington National Insurance	132525	washnation03-20	02/28/2025	04/24/2025	-864.88		102229000 - Washington National P
					<u>\$2,093.58</u>		
Washington National Insurance	132832	PR033025-3382	04/04/2025	04/25/2025	1,107.34	Washington National	102229000 - Washington National P
Washington National Insurance	132832	PR033125-3382	04/04/2025	04/25/2025	64.58	Washington National	102229000 - Washington National P
Washington National Insurance	132832	PR041325-3382	04/18/2025	04/25/2025	1,349.19	Washington National	102229000 - Washington National P
Washington National Insurance	132832	PR041425-3382	04/18/2025	04/25/2025	64.58	Washington National	102229000 - Washington National P
Washington National Insurance	132832	washnation0420	04/24/2025	04/25/2025	377.77		102229000 - Washington National P
					<u>\$2,963.46</u>		
					<b>\$5,057.04</b>		
Waste Management of Colorado	132833	0449140-4889-5	04/15/2025	04/25/2025	214.81	Customer ID 16-82922-73004 - Kissflow	104163270 - Blannex Utilities
					<u>\$214.81</u>		
Wheeler Machinery Company	132750	WMCP5001874	04/10/2025	04/17/2025	1,503.27		214412250 - Equipment Operation
Wheeler Machinery Company	132834	WMCP5001868	03/29/2025	04/25/2025	3,526.39	Customer #080103	214412250 - Equipment Operation
Wheeler Machinery Company	132834	WMCP5001878	04/17/2025	04/25/2025	7,814.49	Customer #080103	214412250 - Equipment Operation
Wheeler Machinery Company	132834	WMCP5001879	04/19/2025	04/25/2025	2,059.60	Customer #080103	214412250 - Equipment Operation
					<u>\$13,400.48</u>		
					<b>\$14,903.75</b>		

**San Juan County**  
**Check Register**  
**General Fund Checking - Zions 566101143 - 04/12/2025 to 04/25/2025**

<b>Payee Name</b>	<b>Reference Number</b>	<b>Invoice Number</b>	<b>Invoice Ledger Date</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Description</b>	<b>Ledger Account</b>
WW Simpson Enterprises Inc, DBA	132835	TRC&C0428202	03/28/2025	04/25/2025	3,687.50		104192920 - Econ Dev Rural Count
WW Simpson Enterprises Inc, DBA	132840	TRC&C0319202	03/19/2025	04/25/2025	1,200.00		104192920 - Econ Dev Rural Count
					<b>\$4,887.50</b>		
Yazzie, Nathan	132836	NYazzie0421202	04/21/2025	04/25/2025	101.39	Boot allowance	214414480 - Special Department Su
					<b>\$101.39</b>		
Zhonnie, Sylvia	132837	SZhonnie042420	04/24/2025	04/25/2025	32.20		255007.230 - Indirect Admin Travel
					<b>\$32.20</b>		
Zions Bancorporation: Attn Dave M	132838	PR033025-6877	04/04/2025	04/25/2025	372.06	Garnishment	102229500 - Other Deductions Paya
Zions Bancorporation: Attn Dave M	132838	PR041325-6877	04/18/2025	04/25/2025	372.06	Garnishment	102229500 - Other Deductions Paya
					\$744.12		
					<b>\$744.12</b>		
					<b>\$1,018,506.03</b>		



Lyman W. Duncan  
[lduncan@sanjuancounty.org](mailto:lduncan@sanjuancounty.org)

### Renewal Form for Retail Alcohol License

To The Board of County Commissioners, San Juan County, Monticello, Utah

Name Julie Sword Business Name San Juan Inn Trading  
Address 900 W Main City Monticello State Ut  
Type of License applied for RL Class D Driver's License UT 012748559

Off Premise Beer retailer - OP Class A - \$250  
Bar Establishment - CL Class B - \$400  
On-Premises Beer - BE Class C - \$400  
Restaurant Beer only - RB Class D - \$250  
Restaurant Limited - RL Class D - \$250  
Restaurant/Banquet - RE Class D - \$250

Hereby applies for a license renewal to vend light beer at retail for and behalf of \_\_\_\_\_

Whose {partners and officers} are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:

State Retail Alcohol License: Y/N \_\_\_\_\_ State License #: 12331021-002  
Proximity requirements met: Y/N \_\_\_\_\_ Manager/Employee Training: Y/N \_\_\_\_\_  
Surety Bond (\$2,500): Y/N \_\_\_\_\_ Floor Plan (copy) Y/N \_\_\_\_\_  
& Public Liability insurance: Y/N \_\_\_\_\_ Amounts carried: \_\_\_\_\_

County Business license: Y/N # 2023-14

PO Box 338

117 South Main Street

Monticello, Utah 84535

435-587-3223



Lyman W. Duncan  
[lduncan@sanjuancounty.org](mailto:lduncan@sanjuancounty.org)

### Renewal Form for Retail Beer License

and all ordinances of San Juan County and request license to be issued for the following particular premises at 900 W Main Mexican Hat UT 84531 in Utah, for a term of 12 months, commencing the 1st day of January 2025, and ending the 31 day of December 2025.

It is expressly understood and agreed that the San Juan County Commission may, with or without hearing, refuse to grant the license herein applied for, or if allowed will be granted and accepted by licensee on condition that it may be revoked at the will and pleasure of the San Juan County Commission and no cause therefore need when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this 12 day of April, 2025.

Signature of Applicant Jane P Sward

Approved Y/N by County commission Chair: \_\_\_\_\_

County Clerk \_\_\_\_\_

PO Box 338      117 South Main Street      Monticello, Utah 84535      435-587-3223



## COMMISSION STAFF REPORT

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**MEETING DATE:** May 6, 2025

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

**RECOMMENDATION:** Approve

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### SUMMARY

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

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

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

### HISTORY/PAST ACTION

### FISCAL IMPACT

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



Utah Department of  
Health & Human Services

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

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

1901709

Department Log Number

192700666

State Agreement ID

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

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

**Vendor ID:** 06866HL

**Commodity Code:** 99999

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

**UEI:** WCVABP2FEVA2

**Indirect Cost Rate:** 0.00 %

Federal Funds

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

<b>Assistance Listing Number</b>	93.977	<b>Funding Amount</b>	\$1,667.00
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All other conditions and terms in the original contract and previous amendments remain the same.

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

Intentionally Left Blank

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

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

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

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

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

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

I. GENERAL PURPOSE:

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

II. DEFINITIONS:

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

III. FUNDING:

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

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

B. The Grantee shall:

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

IV. RESPONSIBILITIES OF GRANTEE:

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

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

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

## V. OUTCOMES:

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

## A. Performance measures:

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

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

**SAN JUAN COUNTY COMMISSION****Item 7.**

Silvia Stubbs	Chair
Lori Maughan	Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	Administrator

April 23, 2025

**Honorable Deidre M. Henderson**

Lieutenant Governor  
Utah State Capitol  
P.O. Box 142220  
Salt Lake City, UT 84114-2220

Dear Lieutenant Governor Henderson,

On behalf of my constituents in San Juan County, I write to ask for your support for the State of Utah's Home Energy Rebates program, a Federal Department of Energy grant created to deliver household energy cost savings. In January of 2025, the State's Office of Energy Development successfully secured the \$101 million funding for the program from the Department of Energy.

As a champion for Utah's Native American population, you are well aware of the unique challenges our communities, like those I represent on the San Juan County Commission, face on a daily basis. Specifically, homeowners on the Utah portion of the Navajo Nation pay the highest household energy costs in the State of Utah. According to the Department of Energy's Low-income Energy Affordability Data (LEAD) Tool, Utah's average energy cost burden is 2%, and the average energy household cost is \$1,685. By comparison, the average household energy cost in Monument Valley, Utah, on the Navajo Nation, is 9%, and the actual energy cost is \$3,431 per household. Across the portion of the Navajo Nation that overlaps with the State of Utah, households face a higher energy cost burden than the vast majority of Utahns.

In April of 2024, my constituents were pleased to have the opportunity to convey the importance of the State's Home Energy Rebates program as a tool to reduce our household energy costs directly to a staff member of the Office of Energy Development. After the community engagement event, in June of 2024, the Office agreed to set aside \$8,095,340 of the State's Federal Home Energy Rebates allocation for homeowners on Tribal lands within Utah—a tremendous step to address our energy needs.

Today, we ask for your support to ensure the State's Home Energy Rebates program is deliberately and expeditiously implemented as energy costs continue to rise, forcing more Utah Navajo residents to make sacrifices to afford our basic needs.

We respectfully request your assistance in coordinating an opportunity to meet with Director Lesofski of the State's Office of Energy Development and additional State stakeholders. It is our hope to convey the urgency of this program and share details about the unique needs of the Utah portion of the Navajo Nation.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Harvey', written in a cursive style.

Commissioner Jamie Harvey  
San Juan County Commission



## COMMISSION STAFF REPORT

---

**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Zions Way to Purchase Caregiver In Home Care Services

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Contract with Zions Way to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

## CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, State of Utah San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Zions Way hereinafter referred to as CONTRACTOR

- II. CONTRACT PERIOD: July 1, 2025 thru June 31, 2026. This contract may be canceled by either party upon 30 days written notice.

III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20<sup>th</sup> of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.

- IV. PURPOSE OF CONTRACT: To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.

### V. ATTACHMENTS

- A. Cost of Service
- B. CONTRACTOR'S responsibilities
- C. COUNTY'S responsibilities
- D. Budget

### VI. POLICY(s):

Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

**SIGNATURES:**

**In witness whereof, the parties sign and cause this contract to be executed:**

**CONTRACTOR:** \_\_\_\_\_  
Administrator, Zions Way

Date 4/16/2025

**COUNTY:**\_\_\_\_\_  
Chairman, San Juan County Commission

Date\_\_\_\_\_

**COUNTY:**\_\_\_\_\_  
Tammy Gallegos, Director, Area Agency on Aging

Date\_\_\_\_\_

*ATTACHMENT A*

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$40 . 00
Travel		
Mileage	1 mile	\$0 . 54
Staff	1/4 hour	\$10 . 00

## ATTACHMENT B

### CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide caregiver respite service along with information and assistance.
- III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
- IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
- IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

***ATTACHMENT C*****COUNTY RESPONSIBILITIES**

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



## COMMISSION STAFF REPORT

---

**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Zions Way to Purchase Alternatives In Home Care Services

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Contract with Zions Way to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT  
AND HOME HEALTH SERVICES  
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, State of Utah San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Zions Way, hereinafter referred to as CONTRACTOR.

- II. CONTRACT PERIOD: July 1, 2025 thru June 30, 2026. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20<sup>th</sup> of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
  - B. CONTRACTOR'S Responsibilities
  - C. COUNTY'S Responsibilities
  - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

**SIGNATURES:**

**In witness whereof, the parties sign and cause this contract to be executed:**

**CONTRACTOR:** \_\_\_\_\_  
Administrator, Zions Way

Date 4/16/25

**COUNTY:**\_\_\_\_\_  
Chairman, San Juan County Commission

Date\_\_\_\_\_

**COUNTY:**\_\_\_\_\_  
Tammy Gallegos, Director, Area Agency on Aging

Date\_\_\_\_\_

*ATTACHMENT A*

COST OF SERVICE	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$80.00
Home Health/Personal Care Aide	1 hour	\$40.00
Homemaker	1 hour	\$40.00
Travel	Per mile	\$0.54
	1/4 hour	\$10.00

## ATTACHMENT B

### CONTRACTOR

### RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
  - A. Skilled Nursing
  - B. Home Health Aide
  - C. Personal Care Aide
  - D. Homemaker
  - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

*ATTACHMENT C*

## COUNTY

## RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.





## COMMISSION STAFF REPORT

---

**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Contract with Comfort At Home Care to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT  
AND HOME HEALTH SERVICES  
(Home and Community Based Alternatives program - HCBA)**

- CONTRACT PRINCIPLES: San Juan County, San Juan County, State of Utah Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Comfort At Home Care, hereinafter referred to as CONTRACTOR.
- II. CONTRACT PERIOD: July 1, 2025 thru June 30, 2026 This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20<sup>th</sup> of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
  - B. CONTRACTOR'S Responsibilities
  - C. COUNTY'S Responsibilities
  - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

**SIGNATURES:**

**In witness whereof, the parties sign and cause this contract to be executed:**

**CONTRACTOR:**

*Jana Bailey*  
\_\_\_\_\_  
Administrator, Comfort At Home Care

Date

*4/23/25*  
\_\_\_\_\_

**COUNTY:**

\_\_\_\_\_  
Chairman, San Juan County Commission

Date

**COUNTY:**

\_\_\_\_\_  
Tammy Gallegos, Director, Area Agency on Aging

Date

## ATTACHMENT A

## COST OF SERVICE

	Unit	Fee
Skilled Nursing Service	1 visit	\$ N/A
Home Health/Personal Care Aide	1 hour	\$ 24.50
Homemaker	1 hour	\$ 24.50
Travel	Per mile	\$ 1.00
	1/4 hour	\$ 6.13

## ATTACHMENT B

### CONTRACTOR

### RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
  - A. Skilled Nursing
  - B. Home Health Aide
  - C. Personal Care Aide
  - D. Homemaker
  - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

*ATTACHMENT C*

## COUNTY

## RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



## COMMISSION STAFF REPORT

---

**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Comfort At Home Care to Purchase Caregiver In Home Care Services

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Contract with Comfort At Home Care to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

## **CAREGIVER RESPITE CARE CONTRACT**

**CONTRACT PRINCIPLES:** San Juan County, San Juan County, State of Utah Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Comfort at Home Care hereinafter referred to as CONTRACTOR

- II. **CONTRACT PERIOD:** July 1, 2025 thru June 31, 2026. This contract may be canceled by either party upon 30 days written notice.

- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20<sup>th</sup> of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.

- IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.

V. **ATTACHMENTS**


- A. Cost of Service
- B. CONTRACTOR'S responsibilities
- C. COUNTY'S responsibilities
- D. Budget

VI. **POLICY(s):**

Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

**SIGNATURES:**

**In witness whereof, the parties sign and cause this contract to be executed:**

**CONTRACTOR:**  
Administrator, Comfort at Home Care

Date

4/23/25**COUNTY:**Chairman, San Juan County Commission

Date

**COUNTY:**Tammy Gallegos, Director, Area Agency on Aging

Date

*ATTACHMENT A*

## COST OF SERVICE

Respite service

Travel

Mileage

Staff

Unit	Fee
1 hour	\$ 22.58
1 mile	- \$ 1.00
1/4 hour	- \$ 5.65

## ATTACHMENT B

### CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide caregiver respite service along with information and assistance.
- III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
- IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
- IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

**ATTACHMENT C****COUNTY RESPONSIBILITIES**

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



## COMMISSION STAFF REPORT

---

**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Contract with Edward Tapaha to Purchase Translation Services for the In Home Programs We contract out translation services every year. This is a renewal of the contract.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

## San Juan County Independent Contractor Agreement

### ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. 1.01. This Agreement is entered into by and between the San Juan County, State of Utah (hereinafter “County”) and Edward Tapaha, (hereinafter “Contractor”). This agreement will become effective on July 1, 2025 and will continue in effect until June 30, 2026.

### ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related Translation Services for the San Juan County, Medicaid Aging Waiver Program, Alternatives Program and Caregiver Program.

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor’s expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker’s compensation.

2.03. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by County to Contractor for services under this Agreement. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor’s failure to comply with this provision.

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express written consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

### ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$12.00 for travel time and meetings with Case Managers. \$22.00 an hour for client visits. There will be a .56 cent per mile, travel fee paid for the translator from home to meeting site.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

#### **ARTICLE 4: BUSINESS EXPENSES**

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

#### **ARTICLE 5: GENERAL PROVISIONS**

5.01 Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County, and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement signed by both parties and dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02 Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by both parties.

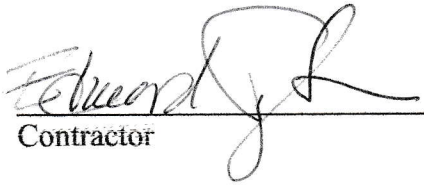
5.03 Severability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04 Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release San Juan County, and all its agents and volunteers from and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the Contractor.

5.05 Governing Law. This Agreement shall be governed by the laws of the State of Utah.

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date\_\_\_\_\_.

\_\_\_\_\_  
County Commissioner  
San Juan County

  
\_\_\_\_\_  
Contractor



## COMMISSION STAFF REPORT

---

**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Rocky Mountain Home health to Purchase Alternatives In Home Care Services

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Contract with Rocky Mountain Home Health to Purchase Alternatives In Home Care Services. We contract out home services every year. This is a renewal of the contract.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

**CONTRACT TO PURCHASE CASE MANAGEMENT  
AND HOME HEALTH SERVICES  
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, State of Utah, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Rocky Mountain Home Health, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR.

- II. CONTRACT PERIOD: July 1, 2025 thru June 30, 2026. This contract may be canceled by either party upon 30 days written notice.
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- IV. PURPOSE OF CONTRACT: To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. ATTACHMENTS:
- A. Prices
  - B. CONTRACTOR'S Responsibilities
  - C. COUNTY'S Responsibilities
  - D. Budget Attachment
- VI. POLICY(s):
- Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

**SIGNATURES:**

**In witness whereof, the parties sign and cause this contract to be executed:**

**CONTRACTOR:** *Darlene Dunn*  
Dee Dunn | Vice President Home Health and Hospice Operations |  
BCBU Inc dba Rocky Mountain Home Care

4/17/2025 MDT  
Date \_\_\_\_\_

**COUNTY:** \_\_\_\_\_  
Chairman, San Juan County Commission

Date \_\_\_\_\_

**COUNTY:** \_\_\_\_\_  
Tammy Gallegos, Director, Area Agency on Aging

Date \_\_\_\_\_

*ATTACHMENT A*

COST OF SERVICE	Unit	Fee
Skilled Nursing Service	1 visit	\$ 64.89
Home Health/Personal Care Aide	1 hour	\$ 59.75
Homemaker	1 hour	\$ 59.75
Travel	Per mile	
	1/4 hour	\$13.40

## ATTACHMENT B

### CONTRACTOR

### RESPONSIBILITIES The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
  - A. Skilled Nursing
  - B. Home Health Aide
  - C. Personal Care Aide
  - D. Homemaker
  - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

*ATTACHMENT C*

## COUNTY

## RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



## COMMISSION STAFF REPORT

---

**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Contract with Rocky Mountain Home Care to Purchase Caregiver In Home Care Services. We contract out home services every year. This is a renewal of the contract.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

## CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, State of Utah, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, BCBU Inc. dba Rocky Mountain Home Care, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR

- II. CONTRACT PERIOD: July 1, 2025 thru June 31, 2026. This contract may be canceled by either party upon 30 days written notice.
  
- III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
  
- IV. PURPOSE OF CONTRACT: To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.

### V. ATTACHMENTS

- A. Cost of Service
- B. CONTRACTOR'S responsibilities
- C. COUNTY'S responsibilities
- D. Budget

### VI. POLICY(s):

Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

**SIGNATURES:**

**In witness whereof, the parties sign and cause this contract to be executed:**

**CONTRACTOR:** Darlene Dunn

Dee Dunn | Vice President Home Health and Hospice Operations | BCBU Inc dba Rocky Mountain Home Care

Date 4/17/2025 MDT

**COUNTY:** Chairman, San Juan County Commission

Date \_\_\_\_\_

**COUNTY:** Tammy Gallegos, Director, Area Agency on Aging

Date \_\_\_\_\_

*ATTACHMENT A*

COST OF SERVICE	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$58.75
Travel		
Mileage	1 mile	\$13.40
Staff	1/4 hour	

## ATTACHMENT B

### CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide caregiver respite service along with information and assistance.
- III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
- IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
- IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- X. Shall maintain general liability insurance coverage in the amount of

\$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.

- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

*ATTACHMENT C*

## COUNTY RESPONSIBILITIES

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



## COMMISSION STAFF REPORT

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**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Approval of the 2025 Contract Between the State of Utah Department of Health and Human Services and San Juan County for the Aging Waiver Program

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Between the State of Utah Department of Health and Human Services and San Juan County for the Aging Waiver Program. The general purpose of this grant agreement is to provide oversight, direction and funding to the AAA for operation of the Utah Aging Waiver Program in its community. Effective date: July 1, 2025 Termination date: June 30, 2032 unless terminated early or extended in accordance with the terms and conditions of this grant agreement.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

**STATE OF UTAH**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES GRANT AGREEMENT**

1. PARTIES: This grant agreement is between the State of Utah Department of Health and Human Services, referred to as STATE and/or DHHS, and the following GRANTEE: San Juan County, Government Entity.
2. GENERAL PURPOSE: The general purpose of this grant agreement is to provide oversight, direction and funding to the AAA for operation of the Utah Aging Waiver Program in its community.
3. AGREEMENT PERIOD: Effective date: July 1, 2025 Termination date: June 30, 2032 unless terminated early or extended in accordance with the terms and conditions of this grant agreement.
4. COSTS: GRANTEE will be paid a maximum of \$0.00 for costs authorized by this grant agreement. Additional information regarding costs: Funding will be added when awarded.
5. ATTACHMENT A: Subrecipient Terms  
ATTACHMENT B: Scope of Work
6. DOCUMENTS INCORPORATED INTO THIS GRANT AGREEMENT 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 any proposals provided by the GRANTEE.
7. This grant agreement, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this grant agreement.
8. Each signatory below represents that he or she has the requisite authority to enter into this grant agreement.

The parties sign and cause this grant agreement to be executed. This grant agreement is not fully executed until the State of Utah Approving Authority has signed this grant agreement.

SAN JUAN COUNTY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_ Date \_\_\_\_\_

Tracy S. Gruber \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

Executive Director

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**STATE OF UTAH APPROVING AUTHORITY**

STATE DIVISION OF FINANCE

By: \_\_\_\_\_

State Finance \_\_\_\_\_ Date \_\_\_\_\_

## 1. Definitions

**"Authorized Persons"** means the Subrecipient's employees, officers, partners, subcontractors, or other agents of the Subrecipient who need to access State Data to enable the Subrecipient to perform its responsibilities under this agreement.

**"Agreement Signature Page(s)"** means the DHHS cover page(s), including the page(s) signed by the parties.

**"C.F.R."** means the Code of Federal Regulations.

**"DHHS"** means the Utah Department of Health and Human Services.

**"Federal Pass Through Money"** means federal money received by the Subrecipient through a subaward or agreement but does not include federal money received as payment for goods or services purchased by DHHS.

**"Local Money"** means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

**"State"** means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

**"State Data"** means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Subrecipient's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Subrecipient. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

**"State Money"** means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

**"Subrecipient"** means the non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 2 C.F.R. § 200.1.

**"Uniform Guidance"** means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

2. **Governing Law and Venue:** This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **Federal Award:** The Subrecipient shall comply with the terms of the federal award(s).
4. **Nonprofit Registration:** If the Subrecipient is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
5. **Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Subrecipient's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.
6. **No Automatic Renewals:** This agreement will not automatically renew.

7. **Laws and Regulations:** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, orders, and regulations, including applicable licensure and certification requirements. Any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A. Item 15.
8. **Conflict of Interest:** The Subrecipient represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Subrecipient shall comply and cooperate in good faith with all conflict of interest and ethic laws.
9. **Independent Capacity:** The Subrecipient and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
10. **Reporting Receipt of Federal and State Funds.**
- 10.1. If the Subrecipient is a nonprofit corporation and receives Federal Pass Through Money or State Money, the Subrecipient shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Subrecipient's fiscal year.
- 10.2. The Subrecipient shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Subrecipient shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Subrecipient to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31<sup>st</sup> of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
- 10.3. The Subrecipient shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
- 10.4. Reports that are required to be sent to DHHS must be sent to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).
11. **Timely Reporting:** The Subrecipient shall timely submit all reports and back-up data required by this agreement or requested by the federal awarding agency or DHHS.
12. **Invoicing:** Unless otherwise stated in the scope of work, the Subrecipient shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Subrecipient shall list this agreement number on all invoices and correspondence relating to this agreement. The Subrecipient shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Subrecipient's billing period. Notwithstanding the foregoing, the Subrecipient shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Subrecipient's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Subrecipient's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.
13. **Supporting Documentation:** The Subrecipient shall maintain documentation necessary to support the costs billed by the Subrecipient and shall submit the documentation with the billings, if requested. The Subrecipient shall store and file required documentation in a systematic and consistent manner.
14. **Questioned Costs:** DHHS may question any billing by the Subrecipient if the billing is not supported by proper documentation.

**15. Payment:**

- 15.1.** Payment to the Subrecipient will be based on allowable costs incurred by the Subrecipient in providing services pursuant to this agreement. The Subrecipient shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The Subrecipient shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Subrecipient. The Grantee consents to a follow-up audit and clawback of any state grant funds if an audit shows that such grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.
- 15.2.** DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Subrecipient will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Subrecipient as prescribed in the Utah Prompt Payment Act. The acceptance by the Subrecipient of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Subrecipient. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Subrecipient. The Subrecipient shall not charge end users electronic payment fees of any kind.
- 15.3.** If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Subrecipient for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
- 15.4.** Upon 30 days written notice, the Subrecipient shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Subrecipient or its subcontractors.

**16. Related Party Payments.** The Subrecipient shall not make payments to Related Parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to Related Parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Subrecipient to Related Parties without prior written consent may be disallowed and require repayment to DHHS. **"Related Parties"** means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.

**17. Repayment:** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the Subrecipient. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Subrecipient shall not reduce the level of services required by this agreement.

**18. Budget Adjustments:** If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Subrecipient. The Subrecipient shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Subrecipient shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Subrecipient may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Subrecipient may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.

**19. Excessive Expenditures:** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Subrecipient to ref

the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally r Item 15.  
questioned costs unless DHHS has placed restrictions on subcategories within this major category. If this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.

- 20. Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon 30 days written notice delivered to the Subrecipient, DHHS may terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS 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 agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, DHHS shall reimburse the Subrecipient for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 21. Cost Accounting System:** The Subrecipient shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Subrecipient. The Subrecipient shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- 22. Insurance:**
- 22.1.** The Subrecipient shall at all times carry and maintain commercial general liability ("CGL") insurance from an insurance company authorized to do business in the State. The limits of the CGL insurance policy must be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
  - 22.2.** If the Subrecipient will use a vehicle in the performance of this agreement, the Subrecipient shall at all times carry and maintain commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of this contract whether owned, non-owned, leased, or hired. The minimum liability limit must be at least \$1,000,000 per occurrence, combined single limit.
  - 22.3.** The Subrecipient shall provide proof of the CGL insurance policy and other required insurance policies to DHHS within 30 days of contract award. The Subrecipient shall add the State on the certificate of insurance with notice of cancellation.
  - 22.4.** Failure to provide proof of insurance as required will be deemed a material breach of this contract. The Subrecipient's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of this agreement.
- 23. Suspension of Work:** DHHS shall give the Subrecipient written notice should DHHS suspend the Subrecipient's responsibilities under this agreement. The Subrecipient's responsibilities may be reinstated upon advance written notice from DHHS.
- 24. Indemnification:**
- 24.1.** If the Subrecipient is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
  - 24.2.** If the Subrecipient is a non-governmental entity, the Subrecipient shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Subrecipient shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Subrecipient's performance of this agreement caused by any intentional act or negligence of the Subrecipient, its agents, employees, officers, partners, or subcontractors, without

limitation; provided, however, that the Subrecipient shall not indemnify for that portion of any claim, damage arising hereunder due to the sole fault of DHHS. The Subrecipient is solely responsible for all payments owed to any subcontractor arising from the Subrecipient's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.

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- 24.3.** The parties agree that if there are any limitations of the Subrecipient's liability, including a limitation of liability clause for anyone for whom the Subrecipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**25. Intellectual Property Indemnification:** The Subrecipient shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or 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 the Subrecipient's liability, such limitations of liability will not apply to this section.

**26. No Subrogation or Contribution:** The Subrecipient has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Subrecipient.

**27. Debarment:** DHHS may immediately terminate this agreement if DHHS determines that the Subrecipient has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Subrecipient certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Subrecipient shall immediately notify DHHS if the Subrecipient becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

**28. Termination and Default:**

**28.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Subrecipient. If the Subrecipient terminates this agreement without cause, DHHS may treat the Subrecipient's action as a default under this agreement.

**28.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Subrecipient's liability for damages.

**28.3. Miscellaneous Grounds for Termination.** In addition to other grounds for termination, DHHS may immediately terminate this agreement if DHHS receives a notice of a lien against the Subrecipient's payments or if the Subrecipient becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Subrecipient shall provide DHHS with proof of financial viability upon request.

**28.4. Payment After Termination.** DHHS shall pay the Subrecipient for the services properly performed under this agreement up to the effective date of the notice of termination. The Subrecipient agrees that in the event of termination, the Subrecipient's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Subrecipient having to terminate other contracts necessarily and appropriately entered into by the Subrecipient pursuant to this agreement.

**28.5. Default.** Any of the following events will constitute cause for DHHS to declare the Subrecipient in default of this agreement: (i) the Subrecipient's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Subrecipient's material breach of any term or condition of this agreement. If the

Subrecipient defaults in any manner in the performance of any obligation under this agreement, or if exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Subrecipient's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Subrecipient under this agreement, any other current agreement between DHHS and the Subrecipient, or any future payments due the Subrecipient to recover the funds. DHHS shall notify the Subrecipient of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.

29. **Remedies:** In addition to terminating this agreement upon default or breach of the Subrecipient, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Subrecipient from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Subrecipient for services that do not conform to this agreement.
30. **Reviews:** DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Subrecipient to meet all of the terms and conditions of this agreement.
31. **Performance Evaluation and Remediation:** DHHS may conduct a performance evaluation of the Subrecipient's services, including the Subrecipient's subcontractors. DHHS may make the results of any evaluation available to the Subrecipient. DHHS may make scheduled and announced visits. The Subrecipient shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Subrecipient shall cooperate with all monitoring and audits. DHHS may require remediation. The Subrecipient shall comply with any remediation plan required by DHHS. The Subrecipient's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
32. **Public Information:** The Subrecipient agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Subrecipient of any GRAMA requests.
33. **Publicity:** The Subrecipient shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Subrecipient shall impose this restriction on its subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restriction on each lower tier of subawardees and subcontractors.
34. **Information Ownership:** Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Subrecipient shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Subrecipient under this agreement. The Subrecipient shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.
35. **Information Practices:** The Subrecipient shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"). DHHS may require the Subrecipient to enter into a business associate agreement if applicable. The Subrecipient shall receive or request from DHHS only information about an individual that is necessary to the Subrecipient's performance of its duties and functions. The Subrecipient shall use the information only for purposes of this agreement.
36. **Secure Protection and Handling of State Data:**
  - 36.1. If the Subrecipient is given access to or will be storing State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Subrecipient to ensure that there is

inappropriate or unauthorized use of State Data. The Subrecipient shall safeguard the confidentiality and availability of the State Data. The Subrecipient agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.

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- 36.2.** Any and all transmission or exchange of State Data must take place via secure means. The Subrecipient shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Subrecipient agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Subrecipient agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 36.3.** The Subrecipient shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- 36.4.** The Subrecipient shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Subrecipient's attention. The Subrecipient shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 37. Artificial Intelligence:** The Subrecipient shall not use State Data in any generative artificial intelligence ("GAI") queries, training, or program creation without prior written permission from DHHS. The Subrecipient attests that its GAI models use only properly licensed material. The Subrecipient shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Subrecipient's use of GAI. Should the Subrecipient learn that State Data has been used in GAI queries without DHHS permission, the Subrecipient shall immediately notify DHHS. The Subrecipient shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Subrecipient shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
- 38. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion:** Except for records that must be retained for a longer period under section 42.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Subrecipient shall notify DHHS. The Subrecipient shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 39. Intellectual Property Ownership:** DHHS and the Subrecipient recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other material

developed or licensed by the Subrecipient prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Subrecipient shall transfer any ownership claim to DHHS.

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- 40. Equipment Purchase:** The Subrecipient shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.
- 41. Standard of Care:** The services of the Subrecipient and its subcontractors must be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the services that are the subject of this agreement. The Subrecipient shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- 42. Record Keeping, Audits, and Inspections:**
- 42.1.** For financial reporting, the Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").
- 42.2.** The Subrecipient shall maintain or supervise the maintenance of all records necessary to properly account for the Subrecipient's performance and the payments made by DHHS to the Subrecipient under this agreement. The Subrecipient shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for seven years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report as reported to DHHS, with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Subrecipient agrees to allow, at no additional cost, the State, federal auditors, and DHHS's staff, access to all such records. The Subrecipient shall retain these records as required by GAAP, federal or state law, or specific program requirements, whichever is longer. The Subrecipient shall allow, at no additional cost, the State, federal auditors, and DHHS staff, access to all such records.
- 42.3.** The Subrecipient shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
- 42.4.** The Subrecipient shall comply with federal and state regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Subrecipient shall comply with applicable federal cost principles and agreement administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Subrecipient shall send copies of required reports to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).
- 43. Employment Practices:** The Subrecipient shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Agreement Work Hours and Safety Standards Act, for contracts that involve

employment of mechanics or laborers. The Subrecipient further agrees to abide by any other laws, regulations, and policies that prohibit the discrimination of any kind of any of the Subrecipient's employees or persons served.

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- 44. Federal Requirements:** The Subrecipient shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Subrecipient shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach agreement terms and provide for such sanctions and penalties as may be appropriate.
- 45. Background Screening:** The Subrecipient and any individuals associated with the Subrecipient shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.
- 46. Provider Code of Conduct:** If the Subrecipient and any individuals associated with the Subrecipient will be working with DHHS clients, the Subrecipient shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Subrecipient shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Subrecipient and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Subrecipient shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- 47. Abuse Reporting:** The Subrecipient shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.
- 48. Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 49. Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled to its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

- 50. Subawards, Subcontracts and Assignment:** The Subrecipient shall not assign, sell, transfer, subcontract, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Subrecipient retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Subrecipient agrees to use written subcontracts that conform to federal and State laws. The Subrecipient shall request DHHS approval for any assignment at least 20 days prior to its effective date.
- 51. Force Majeure:** Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
- 52. Severability:** The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.
- 53. Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
- 54. Notice:** Notice must be in writing and sent to dhhscontracts@utah.gov.
- 55. Order of Precedence:** The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, or the terms of the federal award or applicable federal regulation, the order of precedence (listed in order of descending precedence) among the terms is: (1) the terms of the federal award and any applicable federal regulations; (2) Agreement Signature Page(s); (3) this Attachment A; (4) DHHS scope of work; (5) Any other attachments.
- 56. Time is of the Essence:** The Subrecipient shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Subrecipient shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Subrecipient's failure to timely perform the services required under this agreement.
- 57. Dispute Resolution:** DHHS and the Subrecipient shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Subrecipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Subrecipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
- 58. Prohibited Discriminatory Practices:** The Subrecipient shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
- 59. Certification:** As required by 2 CFR 200.415, whenever the Subrecipient applies for funds, requests payment, and submits financial reports regarding federal awards under this agreement, the Subrecipient hereby certifies as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
- 60. Entire Agreement:** This agreement 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.

(Revised: 3/10/2025)

ATTACHMENT B  
SCOPE OF WORK  
MEDICAID AGING WAIVER

Article 1  
PURPOSE

- 1.1 **Purpose.** The Department of Health and Human Services, Division of Aging and Adult Services ("DHHS") has a pass-through agreement with Utah's Area Agencies on Aging ("AAAs"). DHHS provides oversight of, direction, and funding to the AAAs for the operation of the Utah Aging Waiver Program ("Waiver") in its community.

Article 2  
DEFINITIONS

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

**"Adult Protective Services (APS)"** is the state agency with the responsibility and authority to investigate abuse, neglect, and exploitation of vulnerable adults.

**"Demographic Intake and Risk Screening Form"** means an assessment used to determine if minimum requirements are met and nursing facility level of care is needed.

**"DHHS Institutional Review Board (IRB)"** is a DHHS board that conducts reviews of human subjects and ethical consultations of projects, activities, policies, agreements and laws engaged by DHHS.

**"Division of Integrated Health (DIH)"** is the state agency that administers Utah's Medicaid program and other medical programs for Utah residents.

**"Doctor of medicine (MD)"** means a medical professional who graduated from medical school.

**"Doctor of osteopathic medicine (DO)"** means a medical professional who graduated from an osteopathic medical school.

**"Minimum Data Set for Home Care (MDS-HC)"** is an assessment used to determine whether the client meets nursing facility level of care criteria and determines the service needs required for safe residence in a home or community-based setting.

**"Provider Reimbursement Information System for Medicaid (PRISM)"** is the online platform used by healthcare providers to submit claims and manage patient information for Utah Medicaid and waiver programs.

**"Registered nurse (RN)"** means a licensed medical professional who provides hands-on care in different medical and community settings.

**“Special Circumstances Involuntary Disenrollment (SCID)”** means a non-routine removal from a program due to circumstances specific to the participant.

**“State Implementation Plan (SIP)”** means the description of how each waiver program will be operated, including assurances that promote the health and welfare of waiver recipients and ensure financial accountability.

### Article 3 POPULATION SERVED

- 3.1 **Population Served.** The population served are a limited number of Utah adults aged 65 or older who require nursing facility level of care and meet the financial eligibility requirements for Medicaid.

### Article 4 QUALIFICATIONS

- 4.1 **Qualifications.** The AAA shall:

- (1) provide Waiver services in accordance with the requirements of the DHHS Medicaid Aging Waiver Program Training Manual, which includes the SIP and all DIH approved forms;
- (2) employ an RN or MD or DO trained by the DHHS Waiver program to make level of care eligibility determinations;
- (3) ensure that the RN, MD or DO, or a team consisting of an RN and a Social Service Worker or a Certified Care Manager, prepare a comprehensive care plan which will determine the precise benefits a client receives;
- (4) send all level of care determinations, assessments, and comprehensive care plans to DHHS for review and confirmation prior to the provision of any services to the applicant or client;
- (5) pay for services provided by the AAA prior to receiving written confirmation from DHHS, and if DHHS does not agree with the AAA's decision, from a funding source other than this grant;
- (6) ensure that when a AAA employee providing Case Management services for a Waiver client is also doing any of the operating functions designated to the AAA, the Waiver RN approves the functions in writing as the Operating Agency;
- (7) ensure the RN employed by the AAA conducts a full reassessment when a substantial change occurs in a client's health status, including:
  - (A) MDS-HC and MDS-HC Supplement;
  - (B) Level of Care determination form;
  - (C) comprehensive care plan; and

- (D) Person-Centered Care Plan; and
- (8) ensure the Waiver RN conducts a Level of Care screening form at the conclusion of an inpatient stay in a medical institution.

## Article 5 SERVICE AND ADMINISTRATIVE REQUIREMENTS

### 5.1 **Service Requirements.** The AAA shall:

- (1) complete a comprehensive care plan based on the assessed needs of the client and include both formal and informal supports necessary to meet those needs once services are initiated;
- (2) complete a comprehensive care plan for each Waiver client within 14 calendar days of the date the client is determined eligible for services, which plan must address the following:
  - (A) the correct Healthcare Common Procedure Coding System, a set of standardized codes that represent medical procedures, for each service needed by the client;
  - (B) the correct service unit definition, number of units, and frequency of those units required for each service;
  - (C) the name of the service provider(s) that will be providing the services identified; and
  - (D) changes to the comprehensive care plan must first be approved by the AAA; the AAA shall verify that the comprehensive care plan is reviewed at least quarterly by the provider of Case Management services;
- (3) notify DHHS whenever an APS referral is made by the AAA or another agency concerning a Waiver client;
- (4) complete a Nutritional Screening form for all Waiver clients initially and annually;
- (5) complete a Critical Incident form within 24 hours of discovery of an incident, in accordance with the DHHS Standard Operating Procedure, Critical Incidents and Events Reporting Requirements, as outlined in the DHHS Waiver training manual, accessible through the DHHS Waiver Program Manager;
- (6) assist in the transition of clients from the Waiver program to a nursing facility of the client's choice when the client or the client's representative requests placement;
- (7) obtain written approval from DHHS prior to starting SCID proceedings;
- (8) disenroll clients in accordance with the DHHS Medicaid Home and Community Based Program Disenrollment protocol, as outlined in the DHHS Waiver training manual, accessible through the DHHS Waiver Program Manager;

- (9) continually and promptly review updated conflict of interest disclosure statements and submit a copy to DHHS whenever an existing or potential conflict of interest is disclosed;
- (10) implement a written policy that requires AAA representatives, including employees and volunteers, to do the following:
  - (A) submit a conflict-of-interest disclosure statement upon hire and annually thereafter;
  - (B) promptly disclose in writing to the AAA any existing, potential, or contemplated conflicts of interest as they arise;
  - (C) review annually all conflict-of-interest disclosure statements and their own operations to reasonably assure DHHS that the AAA avoids prohibited conflicts of interest;
  - (D) maintain conflict of interest disclosure statements in personnel files; and
  - (E) be trained on certification and disclosure requirements and laws governing conflicts of interest;
- (11) allow DHHS to investigate potential conflicts of interest, require information or remedial action from the AAA, and allow DHHS to disapprove transactions or require repayment of transactions;
- (12) obtain prior written approval from required federal or state agencies before conducting research involving human subjects or their private data;
- (13) obtain prior written approval from the IRB and fully comply with any requirements imposed by the IRB for DHHS clients involved in research conducted by the AAA;
- (14) notify clients in writing of their right to request a Fair Hearing under 42 Code of Federal Regulations Part 431, subpart E, whenever an adverse action is taken including:
  - (A) a client is not given the choice of home and community-based services as an alternative to institutional care;
  - (B) a client is denied the service(s) of their choice or the provider(s) of their choice; or
  - (C) a client's services are denied, suspended, reduced or terminated;
  - (D) notifications must contain:
    - i. the reason for the adverse action;
    - ii. the timeframe for filing an appeal;

- iii. how to file an appeal; and
    - iv. the client's right to continued benefits during the appeal process; and
  - (E) the AAA shall advise the DHHS Aging Waiver Health Program Manager whenever a request for a Fair Hearing is filed;
- (15) establish an informal grievance process to help expedite resolution of Waiver disputes and encourage, but not require individuals to use it;
- (16) provide notice of the AAA's grievance process to individuals any time an adverse action is taken, which notice must include:
  - (A) the right to contest adverse actions to the AAA;
  - (B) a detailed description of the grievance process;
  - (C) the right to appeal the decision of the AAA to the DHHS Aging Waiver Health Program Manager; and
  - (D) the right to forgo or interrupt the grievance process and request a Fair Hearing by following the instructions in the Fair Hearing notice;
- (17) advise the DHHS Aging Waiver Health Program Manager of all grievance appeals received;
- (18) agree not to charge clients any fees for services;
- (19) notify DHHS if the enrollment of a new client will exceed the slots or funding allocated to the AAA in this grant agreement before the client is enrolled as a Waiver client and is authorized to receive services;
- (20) ensure the DHHS representative has current contact information for the AAA throughout the duration of this agreement and throughout the duration of the AAA's record retention responsibilities;
- (21) promptly notify DHHS of changes to the contact information for the individual authorized to receive legal and other notices regarding the grant including:
  - (A) name and title;
  - (B) telephone number;
  - (C) email address;
  - (D) street address; and

- (22) provide Utah 211 with information about the AAA's services in a form determined by Utah 211.

5.2 DHHS shall:

- (1) authorize the filling of slots from the statewide applicant list for the provision of services according to the greatest risk of nursing home placement based on:
  - (A) the risk score from the Demographic Intake and Risk Screening form;
  - (B) the date the referral was received; and
  - (C) equitable distribution of waiver openings in all geographic areas;
- (2) notify the AAA of the number of slots allocated each fiscal year in the Slot Allocation memos, which constitute an amendment to this agreement, and may:
  - (A) increase or decrease the number of allocated slots at any time;
  - (B) issue Slot Allocation memos on its own initiative without the consent of the AAA, or in response to a request from the AAA;
  - (C) tie slots to individual Waiver enrollees (persons eligible to receive Waiver services) as follows:
    - i. individual enrollees must receive at least one Waiver service during each month of the fiscal year;
    - ii. an enrollee's slot cannot be used again in the same fiscal year by another enrollee; and
    - iii. any allocated slots not in use on July 1<sup>st</sup> of each fiscal year cannot be filled unless prior written approval is obtained from the DHHS Aging Waiver Health Program Manager;
  - (D) treat any decrease in slots as not eliminating slots that have been filled during the fiscal year; and
  - (E) hold the AAA responsible for monitoring its use of allocated slots and notifying DHHS in writing when there is a need to increase slots before the AAA has filled all of the allocated slots;
- (3) notify the AAA of annual funding allocation and any funding changes for the services provided pursuant to this agreement in a Waiver Funding Allocation memo, which memos constitute an amendment to this agreement, and may:

- (A) be issued by DHHS on its own initiative without the consent of the AAA, or in response to a request from the AAA;
- (B) increase or decrease the funding available to the AAA where the amount of funding from any given funding source may vary from fiscal year to fiscal year during the agreement period;
- (C) include the funding sources of this grant; and
- (D) include additional requirements or restrictions that apply to the funding;
- (4) investigate potential conflicts of interest;
- (5) require information or remedial action from the AAA; and
- (6) disapprove transactions or require repayment of transactions.

## Article 6 RECORD KEEPING RESPONSIBILITIES

### 6.1 **Record Keeping.** The AAA shall:

- (1) maintain all supporting documents associated with this agreement, including:
  - (A) Waiver Funding Allocation memo;
  - (B) Slot Allocation memo for each of the fiscal years covered by this agreement;
  - (C) federal awards that are the source of the federal funds passed through to the AAA including applicable federal terms;
  - (D) the SIP and Waiver manual;
  - (E) the Medicaid manual; and
  - (F) all statutes, regulations, and governmental policies that apply to this agreement;
- (2) ensure a Demographic Intake and Risk Screening form is kept on file for all applicants;
- (3) maintain individual files in the state's electronic medical records system on all clients receiving Waiver services that contain the following information:
  - (A) initial documentation that the client is eligible for Medicaid using the UTAH-DOH-BES Form 927;

- (B) a minimum of initial and annual determinations that the client meets Waiver criteria, completed prior to the time the client initially began receiving Waiver services and before they continue receiving services annually;
  - (C) a level of care screening for any time when a substantial change occurs in a client's health status, and at the conclusion of an inpatient stay in a medical institution;
  - (D) a minimum of initial and annual MDS-HC and its supplement forms with the accompanying comprehensive care plan;
  - (E) documentation verifying copies of all client-signed documents were sent or given to the client;
  - (F) a comprehensive care plan;
  - (G) quarterly reviews of a client's status and comprehensive care plan from the Case Management Agency;
  - (H) annual documentation of the client's choice of service provider for all identified service needs, including case management;
  - (I) annual documentation that a client has a functioning fire extinguisher, smoke and CO detectors, or justification for not having these;
  - (J) annual documentation, and condition, of all currently used medical equipment in the home; and
  - (K) if personal attendant services are used, annual documentation of each personal attendant's background screening approval from the DHHS Office of Licensing, a first aid certification, and a current back-up plan;
- (4) maintain files for each service provider containing current and historical copies of the following documentation:
- (A) each service provider's Medicaid provider number;
  - (B) all licenses, certifications, and other standards required by the SIP;
  - (C) documentation of all AAA service providers monitoring activities and findings pursuant to its quality assurance plan;
  - (D) financial documentation for accruals; and
  - (E) slot counts for new fiscal year; and

- (5) allow independent auditors, state and federal auditors, and agreement reviewers access to any records related to this agreement including all personnel, training, client, treatment, accounting, and financial records.

## Article 7 SERVICE PROVIDERS

### 7.1 **Medicaid Aging Waiver Service Providers.** The AAA shall:

- (1) agree not to contract with any Medicaid providers for Medicaid waiver services provided pursuant to this contract;
- (2) require all Medicaid service providers to enroll in PRISM to receive a provider number and become a provider for Waiver services;
- (3) require the Medicaid service provider to sign a voluntary fiscal reassignment agreement, if the AAA bills Medicaid and submits claims on their behalf; and;
- (4) bill Medicaid using the provider's payment contract number.

## Article 8 REPORTING REQUIREMENTS

### 8.1 **Cost.** The AAA shall differentiate administrative costs from program costs. Personnel who have both administrative and program duties, or who have duties related to multiple programs, must allocate their time to each program as appropriate, and shall maintain time sheets or other comparable supporting documentation detailing the time spent in each program. Costs that support more than one program must be appropriately allocated to the applicable program.

### 8.2 **Reporting Requirements.** The AAA shall:

- (1) submit all Demographic Intake and Risk Screening forms to DHHS for a statewide applicant list;
- (2) submit a request to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov) if the AAA needs an extension to submit required reports to DHHS, which request must include:
  - (A) requested length of extension;
  - (B) justification for the requested extension; and
  - (C) name, phone number, and email address of the person requesting the extension;
- (3) submit an Aging Waiver monthly report on or before the 10<sup>th</sup> of the following month; and
- (4) submit the fiscal audit documentation within 10 business days of the DHHS Aging Waiver Auditor's request.

## Article 9 OUTCOMES

- 9.1 **Outcomes.** The desired outcome is the prevention or delay of unnecessary nursing home admissions for Utah adults aged 65 and older. Aging Waiver Program clients will benefit from staying in their homes and receiving long-term services and supports including in-home personal care assistance, personal emergency response systems, home modifications for safety and accessibility, and respite care.
- 9.2 **Outcome Measures.** DHHS shall monitor the AAA's performance through scheduled and unannounced visits and annual audits. The AAA shall collaborate with DHHS and any contractors of DHHS in assessing the effectiveness of its services and programs.
- 9.3 **Outcome Reporting.** The AAA shall develop, implement, and maintain an internal quality management system that evaluates the AAA's programs and establishes a system of self-correcting feedback that may be externally validated by DHHS.

## Article 10 PAYMENT TERMS, FUNDING, AND BILLING INFORMATION

- 10.1 **Payment.** Payments made to the AAA shall be the AAA's total compensation for agreement services provided.
- 10.2 **AAA Funding.**
- (a) The AAA's funding will be determined annually for each fiscal year of the agreement period and may vary from year to year.
  - (b) If the AAA fails to spend the full amount of its annual funding allocation by June 30th of the fiscal year for which the allocation was made, the unexpended portion of the allocation will lapse, and the AAA will have no further claim to it.
  - (c) DHHS may reduce its funding if DHHS determines the AAA is underutilizing funds.
  - (d) All non-federal requirements or restrictions attached to additional funding will require an amendment to this agreement.
  - (e) Funds may be used only for the purposes stated in this agreement.
  - (f) The Aging Waiver Program is the payer of last resort for authorized client services. The AAA shall not seek payment from waiver funds for non-authorized services or services otherwise available through the Medicaid State Plan.
  - (g) DHHS shall notify the AAA of any reduction of funds and will reimburse the AAA for services performed before the reduction.

- (h) Other sources of funding may be available to the AAA, in addition to funds received from DHHS, including Medicaid, private insurance, or other state, federal, and county programs. All funding from sources other than DHHS are non-party resources.
- (i) The AAA shall not obtain duplicate recovery, or reimbursement from both DHHS and any other source, for individual services, provided pursuant to this agreement. When the AAA obtains funds from both DHHS and another source for services provided under this agreement, the AAA shall reimburse DHHS for the full amount of the recovery; or if the amount of the recovery is greater than the amount the AAA received from DHHS, the AAA shall reimburse DHHS for the amount received from DHHS.
- (j) The AAA's access to all or any portion of the discretionary amount, funds held in reserve by DHHS from the AAA's administrative budget until the AAA determines if funds are required, is at the discretion of DHHS and requires DHHS prior written consent.
- (k) DHHS shall pay the AAA no more than the maximum amount, consisting of an approved budget amount and a discretionary amount as stated in the waiver funding allocation memo for the applicable fiscal year.
- (l) DHHS shall advise the AAA of the total amount it may expend for allowable client services provided by the AAA or its Medicaid providers pursuant to this grant agreement in the waiver funding allocation memo for the applicable fiscal year.
- (m) DHHS shall make no payments to the AAA or its Medicaid providers for client services. The AAA and its Medicaid providers shall submit all claims for client services directly to the DIH in accordance with state Medicaid billing practices and procedures.
- (n) The AAA is responsible for the following when DHHS directs the AAA to add a client to the program:
  - (1) ensure administrative funds are available;
  - (2) avoid exceeding the client services budget; and
  - (3) determine if there is capacity in the slot count to accommodate the addition.
- (o) The AAA shall not add clients without DHHS approval.

### 10.3 AAA Billing.

- (a) Payments will be made through the state of Utah, Division of Finance Electronic Funds Transfer ("EFT") system.
- (b) The AAA shall ensure it is enrolled in the EFT system by submitting a completed form FI 171 and W-9 form to [fvendor@utah.gov](mailto:fvendor@utah.gov), prior to the submission of invoices. Failure to enroll in the EFT system will result in a delay of all payments.

- (c) Invoices must be submitted using the DHHS invoice form with all required supporting documentation.
- (d) Invoices must include the service code "AMW" and billing code "4191".
- (e) The AAA shall submit itemized monthly invoices for authorized services to [Daasbilling@utah.gov](mailto:Daasbilling@utah.gov) with the following information:
  - (1) payment address, phone number, and signature;
  - (2) contract number;
  - (3) uniquely identifiable invoice number;
  - (4) invoice date;
  - (5) invoice amount; and
  - (6) detailed description of how funds were spent.
- (f) Invoices not submitted on the DHHS invoice form, submitted without the required information or supporting documentation, or submitted after the stated deadlines may be denied and returned to the AAA for completion.



## COMMISSION STAFF REPORT

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**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Approval of the 2025 Contract Between the Department of Veterans Affairs Veterans Health Administration and San Juan County for the Veterans Care Agreement

**RECOMMENDATION:** Approval

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### SUMMARY

Consideration and Approval of the 2025 Between the Department of Veterans Affairs Veterans Health Administration and San Juan County for the Veterans Care Agreement. The general purpose of this agreement is to provide services to veteran clients that qualify for the program in San Juan County.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

#### VA Funding

**A. GENERAL**

This Veterans Care Agreement VCA 1295832517 (Agreement) is entered into by and between the undersigned entity or provider (Provider) and the U.S. Department of Veterans Affairs (VA) (collectively, the Parties) in accordance with section 1703A of title 38, United States Code (U.S.C.) and 38 Code of Federal Regulations (CFR) §§ 17.4100-4135.

**B. COVERED SERVICES**

1. Provider shall furnish medically necessary hospital care, medical services, and/or extended care services that are authorized by VA in accordance with the terms of this Agreement (Covered Services).
2. This Agreement shall not cover emergency care that is not ancillary to authorized services. In no event shall such emergency care be deemed to have been authorized by VA under this Agreement.
3. Provider shall comply with VA National Formulary policy for prescriptions. Non-formulary medication may be prescribed only if the clinical justification is consistent with VA Non-Formulary policy. VA's Pharmacy Benefits Management Services website (<http://www.pbm.va.gov/nationalformulary.asp>) contains the VA National Formulary.

**C. AUTHORIZATION OF COVERED SERVICES**

1. All Covered Services provided under this Agreement must be authorized in advance by VA through a written or electronic authorization on applicable VA forms. Authorizations will be accompanied by, at a minimum, a consult, the available and relevant medical history of the VA beneficiary, and a list of all medications prescribed to the VA beneficiary as known by VA.
2. Authorizations and accompanying documentation will be issued to Provider by mail, secure fax, or secure email in accordance with Section O. Authorizations may be issued by VA at any time during the Term of this Agreement.
3. Authorizations must contain the Veterans Care Agreement number listed in Section A of this Agreement.
4. Authorizations are only valid for the specific service(s) identified in the authorization and accompanying consult. In the event of a conflict between the authorization and consult, the authorization controls. Standardized Episodes of Care (SEOCs) will be the method used to describe specific services authorized, to include CPT codes. If a SEOC is not available for the services being requested, the episode of care will be defined.
5. Authorizations are only valid for Covered Services performed within the dates specified in the authorization.
6. Provider, and any providers that perform services authorized under this Agreement, shall only furnish Covered Services authorized by VA in accordance with the terms of this Agreement. If Provider determines that additional hospital care, medical services, and/or extended care services are needed that are outside the scope of an existing authorization, Provider must contact VA to request written authorization to furnish such additional hospital care, medical services, and/or extended care services. Provider must receive written authorization from VA in accordance with § C.1, above, prior to furnishing any additional hospital care, medical services, and/or extended care services that are outside the scope of an existing authorization.

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7. Authorizations issued by VA under this Agreement, and any Covered Services furnished pursuant to such authorizations, are subject to the terms and conditions of this Agreement. In the event of a conflict between an authorization (or accompanying consult or other documentation) and this Agreement, this Agreement controls.

**D. PROVIDER QUALIFICATIONS AND CONDITIONS FOR PROVISION OF COVERED SERVICES**

1. Provider shall always be actively certified in accordance with 38 CFR § 17.4110. In no event shall Provider, or any other provider, furnish any services under this Agreement if Provider is not actively certified in accordance with that regulation.

2. Provider, and any providers that perform services authorized under this Agreement, shall have an Active NPI number. Provider shall have a Federal Tax ID number (TIN). Employer Identification Number (EIN) number can be obtained in lieu of a TIN, as applicable. NPI numbers and Provider's Tax ID number shall be provided to VA within 10 business days of request.

3. Provider, and any providers that perform services authorized under this Agreement, shall always be authorized to perform such services in the jurisdiction where such services are delivered, including possessing, if required, a full, active, and unrestricted license in the state or other jurisdiction in which the services are being delivered. Provider shall provide VA with current copies of applicable medical licenses within 10 business days of request.

4. Provider, and any providers that perform services authorized under this Agreement, shall always possess and maintain medical malpractice insurance in an amount in accordance with the laws of the state and locality in which the services are delivered. Such insurance must cover acts and omissions that occur during performance of services authorized under this Agreement. Provider shall provide VA with current copies of applicable medical malpractice insurance coverage within 10 business days of request.

5. Provider certifies that neither it nor any provider performing services authorized under this Agreement has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. In no event shall any services authorized under this Agreement be furnished by any provider, including Provider, that has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. Provider shall report in writing, as soon as possible, but not later than fifteen (15) business days after Provider is notified, the loss of or other adverse impact to the certification, credentialing, privileging, or licensing of Provider or any provider authorized by VA, in accordance with Section E, to perform services authorized under this Agreement. Adverse impact shall include, but is not limited to: any action taken to investigate, restrict, suspend or revoke a provider's license or certification to provide hospital care, medical care, or extended care services. VA reserves the right to take action if it becomes aware of an alleged egregious act(s) or a provider's license is under investigation for an alleged egregious act(s) that would place a veteran at risk if seen by that provider.

6. Services authorized under this Agreement shall never be performed by any individual or entity currently excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a-7 or 1320a-7a) and included on the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health and Human Services' Office of Inspector General. Provider shall notify VA within 5 business days of being excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a-7 or 1320a-7a) or being included on the LEIE.

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7. Services authorized under this Agreement shall never be performed by any individual or entity currently identified as an excluded source in the System for Award Management (SAM) database maintained by the U.S. General Services Administration. Such status is denoted by the existence of an “exclusion” record in SAM. Provider shall notify VA within 5 business days of being identified as an excluded source in SAM.
8. Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable state and federal laws regarding the prescription of controlled substances.
9. Provider, and any providers that perform services authorized under this Agreement, shall receive and review the evidence-based guidelines for prescribing opioids established by the Opioid Safety Initiative of the Department of Veterans Affairs. By providing Covered Services under this Agreement, Provider certifies that Provider and any providers that perform services authorized under this Agreement have received and reviewed those guidelines prior to performing any such services. Provider, and any providers that prescribe opioids under this Agreement, shall complete VA’s online Community Care Provider Opioid Safety Initiative training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. If VA determines, in its sole discretion and for any reason, that the opioid prescribing practices of any provider conflict with or are otherwise inconsistent with the standards of appropriate and safe care, or may place veterans at risk, VA may prohibit Provider from using such provider to perform services authorized under this Agreement. VA will provide written notice of any such determinations to Provider.
10. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall always meet and comply with all general competency standards and requirements established by VA, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. Provider can request VA’s general competency standards and requirements at any time. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall complete VA’s online General Competency training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.
11. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement, shall always meet and comply with all applicable competency standards and requirements established by VA for specialized clinical areas, including but not limited to post-traumatic stress disorder (PTSD), military sexual trauma (MST), and traumatic brain injury (TBI), when performing services authorized under this Agreement in those respective clinical areas. Provider can request VA’s applicable competency standards and requirements at any time. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement in specialized clinical modalities, including but not limited to PTSD, MST, and/or TBI, shall complete any applicable VA online training course for each respective clinical area prior to performing any services authorized under this Agreement in such clinical areas. The requirements of this paragraph do not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.

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**E. VA CREDENTIALING, APPROVAL, AND DISAPPROVAL OF PROVIDERS**

1. Provider must always provide VA with written notice identifying any providers that may perform services authorized under this Agreement at least 10 business days before any such provider performs any such services. Written notice must contain all applicable providers' names, NPIs, and any other pertinent information requested by VA. In no event shall any service authorized under this Agreement be performed by any provider about whom VA has not received advance written notice in accordance with the terms of this Agreement.
2. VA will conduct credentialing of Provider, if applicable, and all providers identified by Provider under § E.1 that may perform services authorized under this Agreement. VA's credentialing will be in accordance with standards and processes determined by VA. Except as otherwise provided in this paragraph, Provider, if applicable, and any provider that performs services authorized under this Agreement shall always be actively credentialed by VA, and Provider must receive written notice from VA that a provider is credentialed prior to permitting such provider to perform any such services. VA will provide written notice of all providers identified under § E.1, above, that are credentialed by VA. VA may suspend credentialing requirements at any time by written notice to Provider. When credentialing requirements are suspended, providers do not need to be actively credentialed by VA to perform services authorized under this Agreement, but must be approved in accordance with § E.3. Any suspension of credentialing requirements will be indefinite, until the suspension is revoked by written notice from VA. Any such revocation will not apply to episodes of care in progress at the time of revocation.
3. When credentialing requirements are suspended, Provider, if applicable, and all providers that may perform services authorized under this Agreement shall always be approved by VA prior to performing any such services. Provider must receive written notice from VA that a provider is approved prior to permitting such provider to perform any such services.
4. VA reserves the right to unilaterally prohibit Provider from permitting any specific provider to perform services authorized under this Agreement. VA is not obligated to provide any reason for prohibiting a specific provider from performing services under this Agreement. VA will provide written notice of any such prohibition to Provider. In no event shall Provider permit a provider to perform services authorized under this Agreement if VA has provided written notice to Provider that such provider is prohibited from performing such services.

**F. QUALITY STANDARDS AND MONITORING**

Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable VA quality standards and requirements. Such standards include, but are not limited to, those pertaining to timely care, effective care, safe care, and Veteran-centered care. Provider can request VA's quality standards and requirements at any time. Provider must always monitor compliance of all services authorized under this Agreement with all applicable VA quality standards and requirements. Provider shall always provide VA with documentation of the results of such monitoring within 10 business days of request.

**G. INSPECTION OF SERVICES**

1. Provider shall only tender for acceptance of those services that conform to the requirements of this Agreement. Provider shall provide and maintain an inspection system sufficient to determine and document the conformance of all services provided under this Agreement with all requirements of this Agreement. Complete records of all inspection work performed by Provider shall be maintained and made available to VA during the Term of this Agreement and for one (1) year thereafter.

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2. VA reserves the right to inspect and test any services authorized and performed under this Agreement, to the extent practicable at all times and places during the Term of the Agreement, including through announced or unannounced site visits to the premises of Provider or any entity or provider involved in performing services authorized under this Agreement. VA shall perform inspections and tests in a manner that will not unduly delay the work.
3. If VA performs inspections or tests on the premises of Provider, or any entity or provider involved in performing services authorized under this Agreement, Provider shall furnish, and shall require any such entity or Provider to furnish, at no increase in price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
4. If any of the services authorized and performed under this Agreement do not conform with requirements of this Agreement, VA may require Provider to perform the services again in conformity with the requirements of this Agreement, at no increase in price. When the defects in services cannot be corrected by reperformance, VA may:
  - (a) Require Provider to take necessary action to ensure that future performance conforms to requirements of this Agreement; and
  - (b) Reduce the Agreement price to reflect the reduced value of the services performed.
5. If Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the requirements of this Agreement, VA may:
  - (a) By separate contract or agreement, or otherwise, perform the services and charge to Provider any cost incurred by VA that is directly related to the performance of such services; or
  - (b) Discontinue the Agreement.

**H. MEDICAL RECORDS**

1. Provider shall always provide VA with copies of all medical documentation from any Covered Services performed under this Agreement.
2. Initial medical documentation for outpatient care must always be returned within thirty (30) calendar days of the initial appointment. Final outpatient medical documentation must always be returned within thirty (30) calendar days of the completion of the Standard Episode of Care. Medical documentation must always be returned within thirty (30) days from the date of discharge for inpatient care. Any medical documentation requested by VA for appropriate urgent follow up must always be provided to VA upon request. Initial medical documentation is medical documentation associated with the first appointment of a Standard Episode of Care. Final medical documentation is medical documentation that covers the entire Standard Episode of Care.
3. Provider must always submit all medical documentation directly to the VA facility that issued the authorization, via secure electronic submission, where available. Permissible secure electronic submission methods include Health Information Exchange (HIE), HealthShare Referral Manager (HSRM) when available, encrypted email (Virtru Pro), or community viewer. If none of these options are available, Provider must always submit all medical documentation to the mailing address or fax number listed on the authorization.

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4. Medical documentation must always be submitted in a legible format and include, at a minimum, the following data elements as applicable to the clinical condition(s) to which the medical documentation relates:
- (a) Encounter notes, to include any procedures performed and recommendations for further testing or follow-up (e.g., discharge summary for inpatient). In lieu of encounter notes, a clinical summary may be provided for ancillary services when appropriate (e.g., physical therapy, occupational therapy, speech and language pathology, and nutrition services).
  - (b) Results of community testing or imaging such as MRI or CT scan (images must always be provided to VA upon request).
  - (c) Actual results of any ancillary studies/procedures that would impact recommended follow up such as biopsy results (e.g., biopsy results from the provider who recommends a follow up, such as surgery).
  - (d) Any recommended prescriptions, medical devices, supplies or equipment, and treatment plans.
  - (e) Other medical documentation based on clinical need.
5. Provider must always ensure that all medical documentation includes the following data when sent to VA:
- (a) VA beneficiary's Unique Identifier
  - (b) VA beneficiary's full name (including suffix)
  - (c) VA beneficiary's date of birth
  - (d) Referral number
  - (e) Provider/Practitioner Authentication (including typed name and provider phone number)
6. All documents must always be authenticated by the submitting provider. Authentication consists of a written signature, written initials, and/or electronic signatures.

**I. PRICES/RATES**

VA shall pay, and Provider shall accept, the following amounts as payment for services under this Agreement:

1. Covered Services furnished in Alaska for which a VA Alaska Fee Schedule code and amount exist: The lesser of billed charges or the VA Alaska Fee Schedule amount.

The VA Alaska Fee Schedule only applies to physician and non-physician professional services. The schedule uses the Health Insurance Portability and Accountability Act mandated national standard coding sets.

2. Covered Services not within the scope of § I.1, above, and for which an applicable Medicare fee schedule or prospective payment system amount exists for the period in which the service was provided (without any changes based on the subsequent development of information under Medicare authorities) (hereafter "Medicare rate"): The lesser of billed charges or the applicable Medicare rate, subject to the following:

- (I) For Covered Services that are furnished in a highly rural area (defined as an area located in a county that has fewer than seven individuals residing in that county per square mile), VA will pay the lesser of billed charges or the amount otherwise agreed to, not to exceed 130% of the applicable Medicare rate.

3. Covered Services not within the scope of § I.1, above, furnished by a facility currently designated as a Critical Access Hospital (CAH) by CMS, and for which a specific amount is determinable under the following methodology: The lesser of billed charges or the applicable CAH rate verified by VA. Data requested by VA to support the applicable CAH rate shall be provided upon request. Billed charges are not relevant for purposes of determining whether a specific amount is determinable under the above methodology.

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4. Covered Services not within the scope of §§ I.1-I.3, above, and for which there exists a VA Fee Schedule amount for the period in which the service was performed: The lesser of billed charges or the VA Fee Schedule amount for the period in which the service was performed, as posted on VA.gov.
5. Covered Services not within the scope of §§ I.1-I.4, above: Billed charges.
6. Notwithstanding §§ I.1-I.5, above, VA shall pay the following amount for Covered Services that are dental services and for which there exists a VA-determined dental rate for the period in which the service was performed: The lesser of billed charges or the VA-determined dental rate. For purposes of this paragraph, the "VA-determined dental rate" is an amount unilaterally determined by VA.

**J. CLAIMS SUBMISSION AND ADJUDICATION**

1. Provider shall always submit all claims within 180 days of the date of service. Claims must be submitted to the VA facility that issued the authorization. Electronic claims must be submitted by Electronic Data Exchange (EDI) using the following payer IDs: 1) 12115 for medical claims, and 2) 12116 for dental claims. Paper claims must be submitted in accordance with the instructions on the community care website on VA.gov.
2. Provider shall always submit clean claims. VA will only process and pay clean claims. A "clean claim" means a claim that contains all of the required data elements necessary for accurate adjudication, without obtaining additional information from the submitter, and which complies with all applicable VA requirements regarding information, documentation, and format, including the following specific requirements:
  - (a) Containing Provider's name, address, and Taxpayer Identification Number (TIN).
  - (b) Containing the correct VA beneficiary identifiers, including Social Security Number.
  - (c) Containing the numbers of this Agreement and the applicable VA authorization(s).
  - (d) Applying industry standard edits consistent with the current version of the CMS National Correct Coding Initiative (NCCI) Coding Policy Manual.
  - (e) For institutional paper claims, complying with all content requirements set forth in the current version of the National Uniform Billing Committee (NUBC) Official UB-04 Data Specifications Manual.
  - (f) For professional paper claims, complying with all content requirements set forth in the current version of the National Uniform Claim Committee (UCC) 1500 Claim Form Reference Instruction Manual.
  - (g) For electronic claims, complying with all content requirements set forth in the current version of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Health Care Claim (837) transaction Type 3 Technical Reports-TR3.
  - (h) Home Health services must be billed in accordance with all applicable requirements and standards of CMS' prospective payment system for Medicare home health services.
3. If a claim is denied, VA will notify Provider in writing of the reason for denying the claim and what, if any, additional information is required to process the claim. VA will provide such notification within 45 calendar days of receipt of a paper claim and within 30 calendar days of receipt of an electronic claim. Provider must submit all additional information requested by VA within 30 calendar days of receipt of VA's notice of denial. Such information must be submitted to the VA facility that issued the authorization, in accordance with the requirements of this section. VA will pay, deny, or otherwise adjudicate the claim within 30 calendar days of receipt of the requested information.

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**K. PAYMENT**

1. VA shall pay Provider, upon submission of clean claims, the amounts set forth in Section I of this Agreement for Covered Services furnished and accepted. Payment will be made within 30 calendar days of receipt of a clean electronic claim and within 45 calendar days of receipt of clean paper claim.

2. Payment by Electronic Funds Transfer

(a) Method of payment.

(1) All payments by VA under this Agreement shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event VA is unable to release one or more payments by EFT, Provider agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request VA to extend payment due dates until such time as VA makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Provider's EFT information. Provider is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). Provider shall provide this information directly to the office designated in this contract to receive that information (the Designated Office') by no later than 10 business days prior to submission of the first claim. If not otherwise specified in this Agreement, the payment office is the Designated Office for receipt of the Provider's EFT information. If more than one Designated Office is named for the Agreement, Provider shall provide a separate notice to each office. In the event that the EFT information changes, Provider shall be responsible for providing the updated information to the Designated Office(s).

(c) Mechanisms for EFT payment. VA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) VA is not required to make any payment under this Agreement until after receipt, by the Designated Office, of the correct EFT payment information from Provider. Until receipt of the correct EFT information, any claim shall be deemed not to have been received by VA for purposes of determining payment due date.

(2) If the EFT information changes after submission of correct EFT information, VA shall begin using the changed EFT information no later than 30 calendar days after its receipt by the Designated Office to the extent payment is made by EFT. However, Provider may request that no further payments be made until the updated EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because VA used the Contractor's EFT information incorrectly, VA remains responsible for--(i) making a correct payment; and (iii) recovering any erroneously directed funds.

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(2) If an uncompleted or erroneous transfer occurs because Provider's EFT information was incorrect, or was revised within 30 days of VA release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, VA is deemed to have made payment and Provider is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, VA shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and timing of payment. A payment shall be deemed to have been made in a timely manner in accordance with the terms of this Agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If Provider assigns the proceeds of this Agreement as provided for in the assignment of claims terms of this Agreement, Provider shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the Designated Office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were Provider. EFT information that shows the ultimate recipient of the transfer to be other than Provider, in the absence of a proper assignment of claims acceptable to VA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. VA is not liable for errors resulting from changes to EFT information provided by Provider's financial agent.

(i) Payment information. The payment or disbursing office shall forward to Provider available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. VA may request Provider to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, VA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to VA. If VA makes payment by check in accordance with paragraph (a) of this clause, VA shall mail the payment information to the remittance address in this Agreement.

(j) EFT information. Provider shall provide the following information to the Designated Office. Provider shall designate a single financial agent capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The Agreement number.
- (2) Provider's name and remittance address, as stated in the Agreement.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Provider official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of Provider's financial agent.
- (5) Provider's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of Provider's financial agent.
- (7) If applicable, Provider shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if Provider's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

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(k) Vendorization. Prior to submitting a claim, Provider must ensure the authorizing VA facility has received a completed FMS Vendor File Request form (VA Form 10091) and W-9, Request for Taxpayer Identification Number and Certification and all information contained therein is current and accurate.

**3. Prompt Payment by VA.**

(a) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from Provider, if payment is not made by the due date and the conditions listed in paragraphs (a)(1) and (a)(2) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(1) VA received a clean claim in accordance with Section J.

(2) VA processed a receiving report or other VA documentation authorizing payment, and there was no disagreement over payment amount, compliance of services furnished with any term or condition of this Agreement, or Provider compliance with any other term or condition of this Agreement.

(b) Computing penalty amount. The interest penalty shall be computed at the rate of interest established by the Secretary of the Treasury under section 3902 of title 31, USC, and published in the Federal Register.

**4. Overpayments.**

(a) If Provider becomes aware of a duplicate VA payment or that VA has otherwise overpaid under the Agreement, Provider shall—

(i) Remit the overpayment amount to the payment office cited in the Agreement along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, date(s) of overpayment);

(B) Agreement number, and number(s) of affected authorization(s) and claim(s); and

(C) Provider point of contact.

(b) VA may deduct the amount of any overpayment from payments due Provider, in accordance with 38 U.S.C. § 1703D(e).

**5. Interest from Provider.**

(a) All amounts that become payable by Provider to VA under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (c) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) VA may issue a demand for payment to the Contractor upon finding a debt is due under the Agreement.

(c) Amounts shall be due on the date of the first written demand for payment.

(d) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(i) The date on which the designated office receives payment from Provider;

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- (ii) The date of issuance of a VA check to Provider from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to Provider.

6. The payment office for this Agreement is: the applicable VA office, unless otherwise identified by VA.

**L. PAYMENT RESPONSIBILITY**

1. Provider agrees that payment by VA under this Agreement shall, unless rejected and refunded by Provider within 30 calendar days of receipt, constitute payment in full and extinguish any liability on the part of the VA beneficiary for the treatment or care provided. No provision of any contract, agreement, or assignment to the contrary shall operate to modify, limit, or negate this requirement.
2. VA is solely responsible for payment for all Covered Services provided under this Agreement. Provider shall not seek to recover or collect from any party, other than the VA, any payment or fee arising from Covered Services authorized and provided under to this Agreement, including any missed appointment fees or charges.
3. Provider shall not collect any cost share or copayment amount from any VA beneficiary for Covered Services provided under this Agreement.
4. Provider agrees that it shall not seek to recover or collect from a health-plan contract or third party, as those terms are defined at 38 U.S.C § 1729, for any Covered Services provided under this Agreement and paid for by VA.

**M. DISCONTINUATION**

1. Provider may discontinue this Agreement by providing written notice of discontinuation to the designated VA official set forth in the notice provision of this Agreement. Written notice must be received by VA at least 45 calendar days before the discontinuation date and must specify the discontinuation date. In no event shall discontinuation be effective fewer than 45 calendar days after VA receives such notice. Unless the Parties agree otherwise in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation.
2. VA may discontinue this Agreement for the reasons set forth in paragraph (a) of this clause. VA notice of discontinuation will comply with the requirements set forth in paragraph (b) of this clause.
  - (a) VA may discontinue this Agreement for any of the following reasons:
    - (i) If VA determines Provider failed to comply substantially with any of the provisions of 38 U.S.C. 1703A or 38 CFR §§ 17.4100-17.4135, including but not limited to the requirement to maintain active certification under 38 CFR § 17.4110 and the requirement to comply with all Standards and Requirements for Entities or Providers that Enter Into Veterans Care Agreements set forth at 38 CFR § 17.4115(b)(2);
    - (ii) If VA determines Provider failed to comply substantially with any of the provisions, terms, or conditions of this Agreement, including but not limited to any of the requirements and conditions set forth in Section D (Provider Qualifications and Conditions for Provision of Covered Services), Section E (VA Credentialing, Approval, and Disapproval of Providers), and Section F (Quality Standards and Monitoring).

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Item 16.

- (iii) If VA determines Provider is excluded from participation in a Federal health care program (as defined in section 1128B(f) of the Social Security Act (42 U.S.C. 1320a-7b(f)) under section 1128 or 1128A of such Act (42 U.S.C. 1320a-7 and 1320a-7a), or is identified as an excluded source on the System for Award Management Exclusions list described in part 9 of title 48, Code of Federal Regulations, and part 180 of title 2 of such Code, or successor regulations;
- (iv) If VA ascertains that Provider has been convicted of a felony or other serious offense under federal or state law and determines that discontinuation of the Agreement would be in the best interest of a VA beneficiary or VA; or
- (v) If VA determines it is reasonable to discontinue the Agreement based on the health care needs of a VA beneficiary.

(b) VA will provide written notice of discontinuation to Provider in accordance with the notice provision of this Agreement and within the following timeframes:

- (i) Written notice of discontinuation will be issued at least 45 calendar days before the discontinuation date, except as provided in subparagraph (ii).
- (ii) Notice may be issued fewer than 45 calendar days before the discontinuation date, including notice that is effective immediately upon issuance, when VA determines such abbreviated or immediate notice is necessary to protect the health of VA beneficiaries.

(c) Unless otherwise directed by VA in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation. If VA's written notice of discontinuation sets forth any limitations on Provider furnishing previously-authorized services after the discontinuation date or any other specified date (including immediately upon issuance of such notification), Provider shall comply with those limitations.

3. Upon discontinuation by either Party, Provider shall provide VA with a list of all pending VA beneficiary appointments and shall provide all medical records in accordance with Section H of this Agreement.

## **N. DISPUTES**

1. All disputes arising under or related to this Agreement are subject to 38 U.S.C. § 1703A(h) and 38 CFR § 17.4135. 38 CFR § 17.4135 establishes the administrative procedures and requirements for asserting and resolving all such disputes.

2. For purposes of this clause, a dispute means a disagreement, between VA and Provider, that meets the following criteria:

- (a) Pertains to either—(1) claims for payment under this Agreement; or (2) the scope of one or more specific authorizations under this Agreement.
- (b) Is not resolved informally by mutual agreement of the parties; and
- (c) Culminates in one of the parties demanding or asserting, as a matter of right, the payment of money in a sum certain under the Agreement, the interpretation of the terms of the Agreement or a specific authorization thereunder, or other relief arising under or relating to the Agreement. However, a dispute does not encompass any demand or assertion, as a matter of right, for penalties or forfeitures prescribed by a statute or regulation that another federal agency is specifically authorized to administer, settle, or determine.

3. The procedures established in this clause and § 17.4135 should only be used when the Parties have failed to resolve an issue in controversy by mutual agreement.

**DEPARTMENT OF VETERANS AFFAIRS  
VETERANS HEALTH ADMINISTRATION (VHA)  
VETERANS CARE AGREEMENT (Continued)**

Item 16.

4. Disputes must be initiated by submitting a notice of dispute, in writing, to the designated VA official for receipt of disputes in accordance with Section O. The notice of dispute must contain all specific assertions or demands, all facts pertinent to the dispute, any specific resolutions or relief sought, and all information and documentation necessary to review and adjudicate the dispute.

5. The notice of dispute must be received by the designated VA official for receipt of disputes, in accordance with the terms of this Agreement, within 90 calendar days after the accrual of the dispute. For purposes of this clause, the "accrual of the dispute" is the date when all events, that fix the alleged liability of either VA or Provider and permit the applicable demand(s) and assertion(s), were known or should have been known. The term "accrual of the dispute," as defined, has the following meanings in each of the two specific circumstances that follow:

(a) When a dispute consists of Provider asserting that VA has made payment in an incorrect amount, under circumstances where VA has issued a corresponding payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

(b) When a dispute consists of Provider asserting that VA has improperly denied payment to which it is entitled, under circumstances where VA has issued a corresponding denial of payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

**O. NOTICE**

Except as otherwise provided in this Agreement, any notice required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by mail or email to the individuals designated at the addresses listed below, or to such other person or entity as either Party shall designate by written notice to the other in accordance herewith:

U.S. Department of Veterans Affairs (OCC to add all applicable VA POCs, mailing addresses, and email addresses)

VA Western Colorado Health Care System  
ATTN: VACC  
2121 North Ave  
Grand Junction, CO 81504

Designated VA official for receipt of notice of disputes pertaining to claims for payment: Director, VHA Office of Community Care (OCC), Claims Adjudication and Reimbursement (CAR) (add mailing/email addresses for receipt of notices of dispute)

Network Authorization Office  
P.O. Box 1004  
Ft. Harrison, MT 59636  
Telephone 888-795-0773

Designated VA official for receipt of notice of disputes pertaining to the scope of authorizations: As identified in the authorization.

Provider (Parties to fill in all applicable Provider POCs, mailing addresses, and emails)

VA Western Colorado Health Care System  
ATTN: VACC  
2121 North Ave  
Grand Junction, CO 81504

**DEPARTMENT OF VETERANS AFFAIRS  
VETERANS HEALTH ADMINISTRATION (VHA)  
VETERANS CARE AGREEMENT (Continued)**

Item 16.

**P. TERM**

The term of this Agreement is three (3) years, beginning on the Effective Date.

**Q. FEDERAL LAW APPLICABLE**

This Agreement shall be governed, construed, and enforced in accordance with Federal law. VA is subject to the Laws and Regulations of the U.S. Code and Code of Federal Regulations, which shall take precedence over this Agreement if there is a conflict between this Agreement and those Federal Laws and Regulations. This agreement is governed by chapter 17 of title 38, U.S.C., the VA MISSION Act of 2018 (Public Law 115-182), and 38 C.F.R. §§ 17.4100-4135.

**R. RELATIONSHIP OF THE PARTIES**

The Parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed as, or be deemed to create between the Parties hereto, a relationship of employee or employer, principal or agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

**S. WARRANTY OF COMPLIANCE**

Provider warrants it will operate in compliance with all applicable Federal laws and regulations.

**T. PRIVACY ACT STATEMENT**

1. To the extent any of the information that VA has a right to request from Provider or that Provider is otherwise required to provide VA under the terms of this Agreement constitutes "information" within the meaning of 5 USC 552a(e), and without prejudice to any other terms of this Agreement or the rights or obligations of the Parties under those terms, the following Privacy Act Statement applies.
2. VA's authority to solicit such information is 38 USC 1703A. VA's principal intended purposes for collecting such information is to use such information to establish, determine, and monitor eligibility of non-VA health care providers to furnish health care services authorized under chapter 17 of title 38, USC, as well as all uses arising under or related to the Agreement, including the exercise of any rights and discharge of any obligations thereunder. Other uses of this information include, but are not limited to, reporting healthcare provider earnings to the Internal Revenue Service; Third Party Liability, preparing responses to inquiries; performing statistical analyses for use in managerial activities, resource allocation and planning; processing and adjudicating administrative benefit claims by VBA Regional Office (RO) staff; conducting audits, reviews and investigations by staff of the VA healthcare facility, Veterans Integrated Service Network (VISN) Offices, VAFSC, VA Headquarters, and the VA Office of Inspector General (OIG); in the conduct of law enforcement investigations; and in the performance of quality assurance audits, reviews and investigations.
3. Information will be maintained in the System of Records described in System of Record Notice, 23VA10NB3, entitled "Non-VA Care (Fee) Records-VA", published at 80 FR 45590 (July 30, 2015). VA may disclose such information for routine uses 2, 7, and 30, described below and as otherwise noted in the referenced System of Records Notice. These records may also be disclosed as part of an ongoing computer-matching program to accomplish these purposes.

**DEPARTMENT OF VETERANS AFFAIRS  
VETERANS HEALTH ADMINISTRATION (VHA)  
VETERANS CARE AGREEMENT (Continued)**

Item 16.

(a) A record from this system of records may be disclosed to a Federal, State, or local government agency, maintaining civil, criminal, or other relevant information, such as current licenses, registration or certification, if necessary, to obtain information relevant to an agency decision concerning the hiring or retention of an employee, the use of an individual as a consultant, attending or to provide Non-VA Care (fee), the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other health, educational or welfare benefits. Any information in this system also may be disclosed to any of the above-listed governmental organizations as part of a series of ongoing computer matches to determine if VA healthcare practitioners and private practitioners used by the VA hold current, unrestricted licenses, or are currently registered in a State, and are board certified in their specialty, if any.

(b) Records from this system of records may be disclosed to a Federal agency or to a State or local government licensing board and/or to the Federation of State Medical Boards or a similar nongovernment entity which maintains records concerning individuals' employment histories or concerning the issuance, retention or revocation of licenses, certifications, or registration necessary to practice an occupation, profession or specialty, in order for the agency to obtain information relevant to an agency decision concerning the hiring, retention or termination of an employee or to inform a Federal agency or licensing boards or the appropriate non-government entities about the healthcare practices of a terminated, resigned or retired healthcare employee whose professional healthcare activity so significantly failed to conform to generally accepted standards of professional medical practice as to raise reasonable concern for the health and safety of patients in the private sector or from another Federal agency.

4. Disclosure to other Federal agencies may be made to assist such agencies in preventing and detecting possible fraud, waste or abuse by individuals in their operations and programs.

5. Provider should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching. All provisions of this Privacy Act statement apply to Provider, all providers that perform services authorized under this Agreement, and all providers identified in accordance with subsection E.1 of this Agreement.

#### **U. ASSIGNMENT**

Provider may assign its rights to receive payment due as a result of performance of this Agreement to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727).

#### **V. FORCE MAJEURE**

Neither Party shall be deemed to breach its obligations under this Agreement if that Party's nonperformance is caused by an occurrence beyond the reasonable control of the Party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Party invoking this clause shall notify the other Party in writing as soon as reasonably possible after the commencement of any excusable breach (setting forth the full particulars in connection therewith), shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence.

**DEPARTMENT OF VETERANS AFFAIRS  
VETERANS HEALTH ADMINISTRATION (VHA)  
VETERANS CARE AGREEMENT (Continued)**

Item 16.

**W. WAIVER**

Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach of the same provision.

**X. AMENDMENT**

This Agreement may be amended only by mutual written consent of authorized representatives of the Parties, except as otherwise expressly provided herein.

**Y. SEVERABILITY**

If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law or professional ethics, that part shall be reformed, if possible, to conform to law and ethics, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.

**Z. ENTIRE AGREEMENT**

This Agreement, including the authorizations issued hereunder, constitutes the entire agreement between the Parties and, as of the Effective Date hereof, supersedes all other agreements and understandings between the Parties with respect to the subject matter hereof.

**AA. VETERANS CARE AGREEMENT SIGNATURE**

1. By the signatures of their authorized representatives below, this Agreement is made and entered into between Provider and VA, effective upon the date of last signature below (Effective Date).
2. By the signature below, Provider acknowledges that any materially false, fictitious, or fraudulent statement or representation, made knowingly, is punishable by a fine and/or imprisonment pursuant to 18 U.S.C. §§ 287 and 1001.
3. The Parties acknowledge that they have read and understand this Agreement in its entirety and represent and warrant that they shall abide by all of its terms and conditions.

Name of Provider

Department of Veterans Affairs

Title of Authorized Representative of Provider

Title

Print Name of Authorized Representative of Provider

Print Name of VA Medical Facility Director or Designee

Signature of Authorized Representative of Provider

Signature of VA Medical Facility Director or Designee

Date Signed

Date Signed



## COMMISSION STAFF REPORT

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**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 Contract with Shelia Knight RN for Medicaid Aging Waiver Services

**RECOMMENDATION:** Approval

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### SUMMARY

Consideration and Approval of the 2025 Contract with Shelia Knight RN for Medicaid Aging Waiver Services. We contract out these services because an RN is required to write the care plans.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding

## San Juan County Independent Contractor Agreement

### ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, State of Utah (hereinafter “County”) and Shelia Knight (hereinafter “Contractor”). This agreement will become effective on July 1, 2025 and will continue in effect until June 30, 2026.

### ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related to the San Juan County Aging Waiver Program by providing care plans and assessments assigned to them by the San Juan County Case Manager(s).

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor’s expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker’s compensation.

2.03. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by County to Contractor for services under this Agreement. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor’s failure to comply with this provision.

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

### ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$350.00 for every assessment/reassessment and care plan for in home clients in San Juan County with the exception of clients that live at Navajo Mountain the rate then will be \$400 per assessment/reassessment and care plan. For every 15 minute increment that does not deal

with an assessment but with care plan follow up there will be a rate of 5.50 per 15 minute for a total of \$22.00 an hour. For every 15 minute increment that includes care plan and client follow up within the data entry system there will be a rate of 5.50 per 15 minutes for a total of \$22.00 an hour. A .65 cent per mile reimbursement if RN uses their own transportation.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

#### **ARTICLE 4: BUSINESS EXPENSES**

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

#### **ARTICLE 5: GENERAL PROVISIONS**

5.01 Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County, and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement signed by both parties and dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02 Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by both parties.

5.03 Severability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04 Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release San Juan County, and all its agents and volunteers from and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the Contractor.

5.05 Governing Law. This Agreement shall be governed by the laws of the State of Utah.

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date: 4-26-25.

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County Commissioner  
San Juan County

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Contractor



## COMMISSION STAFF REPORT

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**MEETING DATE:** May 06, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Consideration and Approval of the 2025 San Juan County Third Year of the Four Year Plan

**RECOMMENDATION:** Approval

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### SUMMARY

This is the third year of the current four year plan update. It outlines what has been done the past year (2024) and what we plan to do the current year 2025.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

None

# **AREA AGENCY ON AGING FOUR-YEAR PLAN: Fiscal Years 2024-2027**

**SECOND YEAR OF THE PLAN:  
Fiscal Year 2026  
July 1, 2025 - June 30, 2026**

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**Area Agency on Aging**

**for  
The Older Americans Act**

**Utah Department of Health and Human Services  
Division of Aging and Adult Services**

SHARED/Annual Plan/AAA/AAA Second Year Plan FY2025 MS Word

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## I. APPROVAL PROCESS

The Older Americans Act of 1965, as amended through 2006, requires that each Area Agency on Aging (AAA) develop an area plan. This is stated specifically in Section 306(a) of the Act as follows:

Each area agency on aging designated under Section 305(a)(2)(A) shall, in order to be approved by the State agency, prepare and develop an area plan for a planning and service area for a two-, three-, or four-year period determined by the State agency, with such annual adjustments as may be necessary. Each such plan shall be based upon a uniform format for area plans within the State prepared in accordance with Section 307(a)(1).

In accordance with the Act, each AAA is asked to furnish the information requested on the following pages. Responses will form the report of progress in achieving goals set for the planned activities for the second year of the four-year Area Plan FY 2024 - 2027 (July 1, 2023 - June 30, 2027). Once completed, this document will be submitted to the Division of Aging and Adult Services for review and comment. The State Board of Aging and Adult Services will subsequently examine all responses and consider the document for final approval by June of 2025.

## II. SIGNATURES

Appropriate signatures are requested to verify approval of the Area Plan.

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### AREA PLAN UPDATE

July 1, 2025 to June 30, 2026

1. The Area Plan update for Fiscal Year 2026 has been prepared in accordance with rules and regulations of the Older Americans Act and is hereby submitted to the Utah Department of Health and Human Services, Division of Aging and Adult Services, for approval. The Area Agency on Aging assures that it has the ability to carry out, directly or through contractual or other arrangements, a program in accordance with the plan within the planning and service area (Ref. Section 305[c]). The Area Agency on Aging will comply with state and federal laws, regulations, and rules, including the assurances contained within this Area Plan.

Director, Area Agency on Aging \_\_\_\_\_ Date \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

2. The Area Agency Advisory Council has had the opportunity to review and comment on the Area Plan Update for Fiscal Year 2023 (Ref. 45 CFR Part 1321.57[c]). Its comments are attached.

Chairman \_\_\_\_\_ Date \_\_\_\_\_  
Area Agency Advisory Council

3. The local governing body of the Area Agency on Aging has reviewed and approved the Area Plan Update for Fiscal Year 2023.

Chairman, County Commission or \_\_\_\_\_ Date \_\_\_\_\_  
Association of County Governments

#### 4. Plan Approval

Director \_\_\_\_\_ Date \_\_\_\_\_  
Division of Aging and Adult Services

Chairman \_\_\_\_\_ Date \_\_\_\_\_  
State Board of Aging and Adult Services

### III. GOALS AND OBJECTIVES

Please indicate specific goals and objectives planned for the four-year plan in the following areas:

1. **Strengthening Older Americans Act (OAA) Core Programs** – Describe plans and include objectives and measures that will demonstrate progress towards:
  - a. Coordination of Title III and Title VI Native American programs (Sec. 307(a)(21);
    - i. San Juan County has within its boundaries 3 tribal entities, the Navajo, Ute Mountain Ute, and San Juan Southern Paiute tribes. The population base of our county is almost split in half with the population bases being Native American and White Non-Hispanic. These two make up the main demographic of San Juan County. Being the largest county in the state we have the most land mass to cover with the least amount of population within our boundaries providing services can sometimes be a challenge.
    - ii. We are still committed to providing \$2,000 annually from the county general fund to each of the 7 centers on tribal lands for their home-delivered meals program. Although it is a small amount this funding ensures vital nutritional support for elders in these communities. No increase in funding is anticipated due to flat/decreasing county funding streams.
    - iii. San Juan AAA plans to maintain a robust in-home client base. The case managers employed by the county, oversee and administer in-home programs, ensuring effective use of funding streams through regular audits. Of the 47 clients served, 39 are Native American, reflecting the program's significant impact within tribal communities.
    - iv. San Juan County's Multi-Disciplinary Team and Aging Advisory Committee have extended open invitations for participating at these meetings to the senior center representatives on tribal lands within our county.
  - b. Ensuring incorporation of the new purpose of nutrition programming to include addressing malnutrition (Sec. 330);
    - i. **For the current year:** San Juan AAA will take proactive steps to address malnutrition by providing monthly information on malnutrition awareness and prevention in our informational booklets. To enhance our ability to identify at-risk individuals, we have integrated a malnutrition risk screening quick tool into our annual intake process. Additionally, we plan to conduct another POMP survey this year to assess progress and refine our efforts.
    - ii. **Next Year,** San Juan AAA will continue to update our dedicated

malnutrition webpage with current resources and information. We will maintain the monthly malnutrition awareness updates in our booklets and retain the malnutrition risk screening quick tool in our yearly intake process. We will look for additional opportunities to provide nutrition interventions and practical tips to support those at risk of malnutrition.

- c. Age and dementia friendly efforts (Sec. 201(f)(2);
    - i. Over the next year, we will promote the use of MEternally kits monthly, which have been provided to senior centers and case managers as tools to support cognitive engagement and interaction. Additionally, we will continue to promote the programs *Dealing with Dementia* and *Dementia Dialogues* throughout the county, ensuring increased awareness and education about dementia care.
    - ii. Our partnership with the Alzheimer's Association will be further strengthened by identifying opportunities for presentations and educational outreach.
  - d. Screening for fall related TBI (Sec. 321(a)(8);
    - i. Not Applicable to SJC AAA
  - e. Strengthening and/or expanding Title III and VII services;
    - i. Over the next year, we will include Adult Protective Services (APS) information in our monthly booklet, distributed countywide, to raise awareness and provide resources for elder protection.
    - ii. We will continue to actively support State Elder Abuse Awareness Day, promoting education and engagement around the prevention of elder abuse. Additionally, San Juan AAA remains committed to supporting our Multi-Disciplinary Team (MDT), fostering collaboration and encouraging active participation from team members to address elder care and protection issues.
  - f. Improving coordination between the Senior Community Service Employment Programs (SCSEP) and other OAA programs.
    - i. Not Applicable to SJC AAA
2. **Post-COVID-19 Efforts** – Describe plans and include objectives and measures that will demonstrate progress towards:
- a. Educating about the prevention of, detection of, and response to negative health effects associated with social isolation (Sec. 321(a)(8));
    - i. Over the course of the next year, we will continue to promote the online courses developed during the pandemic, providing accessible education and engagement opportunities for our senior population.
    - ii. Given the vast size and dispersed communities of San Juan County, virtual options have proven essential for increasing participation in our Aging Advisory Committee, MDT Committee, training sessions, and events. By offering these options, we ensure

more residents can attend without the burden of extensive travel, which often exceeds the duration of the events themselves.

We will actively seek new programming and opportunities to combat social isolation, including initiatives that improve access to resources and foster community connections. Our recent investment in the *LifeLoop* program will enhance these efforts, providing engaging online content tailored for seniors.

- b. Dissemination of information about state assistive technology entity and access to assistive technology options for serving older individuals (Sec. 321(a)(11));
  - i. San Juan County AAA will continue to provide printed handouts and electronic information on the assistive technology program and options that are available to the population base that we serve.
  - ii. We will continue to provide opportunities for the Assistive Technology program to be available at senior centers for presentation purposes for clients, taking into account those seniors that are home-bound and find options for them to receive the same information.
- c. Providing trauma-informed services (Sec. 102(41));
  - i. Not Applicable to SJC AAA
- d. Screening for suicide risk (Sec. 102(14)(G));
  - i. Not Applicable to SJC AAA
- e. Inclusion of screening of immunization status and infectious disease and vaccine-preventable disease as part of evidence-based health promotion programs (Sec. 102(14)(B) and (D));
  - i. Not Applicable to SJC AAA
- f. Incorporating innovative practices developed during the pandemic that increased access to services particularly for those with mobility and transportation issues as well as those in rural areas.
  - i. Over the next year, we will continue to promote and utilize the travel voucher system implemented within our agency through IIIB funding for transportation services. This program has proven to be highly effective, allowing us to meet transportation needs without relying on center staff or bus drivers, ensuring continuity of service across our service area.
  - ii. To address unforeseen challenges, such as high virus incidence, staff shortages, or center closures, we will maintain the option for to-go meal days. This practice enables us to provide essential nutrition services even in emergency situations, ensuring that clients continue to receive support.
  - iii. Additionally, we will continue to offer online courses, training, events, and meetings for both staff and the population we serve. This approach enhances accessibility, particularly for individuals in remote areas or those with limited mobility, fostering greater

community engagement and service delivery.

3. **Expanding Access to HCBS** – Describe plans and include objectives and measures that will demonstrate progress towards:
  - a. Securing the opportunity for older individuals to receive managed in-home and community-based long-term care services (Sec. 301(a)(2)(D));
    - i. Over the next year, we will actively promote and conduct outreach for the four in-home care services available in our county. This will be inserts for the programs in our monthly booklet, bi-annual efforts through published advertisements, community events, webpages, and informational flyers to raise awareness and connect individuals with these critical services.
    - ii. To maintain focus on this priority, the availability and benefits of in-home care services will remain a recurring topic of discussion at our Aging Advisory meetings. This ongoing dialogue aims to enhance awareness, gather feedback, and identify opportunities for improvement, ensuring that these programs effectively meet the needs of our community.
  - b. Promoting the development and implementation of a state system of long-term care that is a comprehensive, coordinated system that enables older individuals to receive long-term care in home and community-based settings, in a manner responsive to the needs and preferences of the older individuals and their family caregivers (Sec. 305(a)(3));
    - i. Over the next year, we will continue to the best of our ability to provide access to and opportunities for in-home programs for eligible residents of San Juan County. While recognizing the constraints of budgetary limitations and waiting lists at this time the only program that we have with a waiting list is the Waiver Program. We remain dedicated to optimizing resources to support those in need. Through these efforts, San Juan County AAA strives to enhance the quality of life for older adults and their families by ensuring access to responsive and person-centered long-term care options.
  - c. Ensuring that area agencies on aging will conduct efforts to facilitate the coordination of community-based, long-term care services for older individuals who: reside at home and are at risk of institutionalization because of limitations on their ability to function independently; are patients in hospitals and are at risk of prolonged institutionalization; or are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them (sec. 307(a)(18(A)-(C));
    - i. For the next year, we will continue to provide in-home service programs for individuals at risk of nursing home placement who can maintain their safety and quality of life within their homes with the support of our services.
    - ii. Currently, San Juan County AAA does not provide the New Choices program, and we do not anticipate offering this program

- within the next year.
- d. Working towards the integration of health, health care and social services systems, including efforts through contractual arrangements; and
    - i. For the next year, we will continue to utilize the referral system developed with our local hospital and will continue to work towards implementing this system at the other hospital and clinics in the region. This system streamlines the intake and referral process, ensuring efficient coordination between health care and social services.
    - ii. The referral system offers several significant benefits, including the ability to collect and input demographic information only once. This eliminates the redundancy of collecting the same information multiple times, reduces the likelihood of errors such as missing signatures or documentation, and allows clients to access services more quickly.
    - iii. Additionally, the system has enabled us to identify and merge duplicate client entries, creating a more accurate and streamlined client file database without losing any critical data. This enhances operational efficiency and ensures that resources are allocated effectively.
  - e. Incorporating aging network services with HCBS funded by other entities such as Medicaid.
    - i. This is a topic that we will continue to advocate for necessary changes to the Electronic Visit Verification (EVV) process to better accommodate rural, frontier, and tribal land residents. The current EVV system poses significant challenges, disproportionately affecting low-income older individuals, minority older individuals, those with limited English proficiency, and residents of rural or tribal areas. The process, has continued to prove itself to be complex, resource-intensive, and difficult to manage for both clients and providers.
    - ii. The burdensome nature of this system has led to a decline in A-Typical providers willing to navigate the process, with some providers, including translators, expressing their intent to discontinue services. This trend threatens the availability of essential HCBS resources, leaving vulnerable populations underserved.
    - iii. Additionally, the audit requirements of the EVV process have become increasingly cumbersome, consuming valuable time and resources. Recently a EVV Audit request came in for 5 providers to be audited with the EVV process. In reviewing the request 2 of the providers had information in the system but the State EVV process could not see the information. It is a cumbersome challenge to get the provider information in to the State EVV Audit system for review and passing of the audit. If there is any information missing for one month for a provider it takes a full work day to find the data, enter it

into the EVV Audit process and upload it according to their particular processes with the anticipation that it is accepted. While we have managed to find a way to streamline this in the past the process seems to make changes every year and we continue to try and meet these requirements.

- iv. In the last audit they requested clarification of why the fob entries were logged as invalid. A letter was sent to address these with each audit file and we anticipate that this will be the same for this year for any of the files that are audited.
- v. If these challenges persist, it may become necessary to transition away from relying on A-Typical providers altogether, which would severely impact the availability of waiver program services in San Juan County, leaving only a small number of clients served.
- vi. Despite these difficulties, San Juan County AAA remains committed to supporting clients and providers in navigating the system while advocating for improvements.

4. **Caregiving Efforts** – Describe plans and include objectives and measures that will demonstrate progress towards:
  - a. Documenting best practices related to caregiver support (Sec. 373(e)(1));
    - i. Over the next year, we will continue to implement surveys for caregivers at the conclusion of their participation in our program. These surveys will provide valuable feedback on their experiences and insights into areas for improvement.
    - ii. Additionally, we plan to conduct a Caregiver Performance Outcome Measurement Project (POMP) survey during the year to gather comprehensive data on caregiver needs, satisfaction, and program outcomes.
    - iii. We will continue to monitor the efficiency of our caregiver support program and explore opportunities to enhance the quality and accessibility of services. These efforts aim to identify and implement best practices, ensuring that caregivers receive the resources and assistance they need to provide effective care while maintaining their own well-being.
  - b. Strengthening and supporting the direct care workforce (Sec. 411(a)(13))
    - i. We have undergone some big transitions in the past year and a half. A center director of 20 years retired at the end of December 2023 and we had another 16-year tenured center director retire in July of 2024. We have been able to find a new director for the one center, but have run into challenges trying to fill the position of the other center. Currently we are looking at staffing options to help us adjust to the changes and fill positions. We have had 2 part time positions that have been open on and off throughout the year for more than 6 months. After several years of the county doing a cost comparison and COLA's the county had to implement no COLA this year with a possibility of a hiring freeze. The other problem that we

have with filling these positions we will never overcome. The positions that we have the are generally open are part time positions and most people in our workforce are looking for full time positions to help support their families.

- c. Implementing recommendations from the RAISE Family Caregiver Advisory Council (<https://acl.gov/programs/support-caregivers/raise-family-caregiving-advisory-council>); and
    - i. Within the State of Utah, the ADRD (Alzheimer's Disease and Related Dementia) plan implemented recommendations from RAISE. This is found on page 11 of the plan listing the National Caregiver Strategy to Support Family Caregivers
  - d. Coordinating with the National Technical Assistance Center on Grandfamilies and Kinship Families (<https://www.gksnetwork.org/>).
    - i. San Juan AAA during the next year will make available resources and information to the population we serve in regards to the Grandfamilies and Kinship Families Technical Assistance Center.
5. **Elder Justice** – Describe any current and/or planned activities to prevent, detect, assess, intervene, and /or investigate elder abuse, neglect, and financial exploitation of older adults.
- a. San Juan County currently has a Multi-Disciplinary Team we will continue to support this effort and encourage members to stay engaged.
  - b. We will also support and attend the World Elder Abuse Day event hosted the Utah Division of Aging and Adult Services, and the Utah Commission on Aging.
  - c. We have a monthly booklet that provides Elder Abuse information monthly to the residents of San Juan County.

## IV. ACCOMPLISHMENTS FOR THE PAST YEAR

**This section should be the “state of the agency” report. Discuss the agency’s major accomplishments, what is working as planned, what effort did not work as planned, any disappointments experienced by the agency, barriers encountered, etc.**

### Aging Services Overall

- San Juan County currently has 634 clients registered for services. This is an increase of 19 clients.
- We are very cognizant of the fact that County, State and Federal budgets are going to encounter cuts. We have been preparing for the fact that at some time in the very near future we are going to have to prioritize what services we can provide within the budgetary constraints that are coming. We reaffirm our priority of services in the following order: Home Delivered Meals, In-Home Programs, Congregate Meals, Transportation, Preventative Health, Health Education. We are also taking into consideration the identified client base we are to serve persons aged 60 and older, family caregivers, we will continue to prioritize services for those clients that have the greatest economic need and greatest social need with particular attend towards low-income minority older individuals, older persons with limited English proficiency, older persons residing in rural areas and older persons with disabilities. When the time comes taking all of this into consideration, we may have to cut services and develop waiting lists for programs.
- There were strong efforts this year with the State Division on Aging and U4A lobbying Utah State Legislation for ongoing Home Delivered Meal money. We were not able to get ongoing funding but were approved for one time funding. At some point, in the near future we are going to face the financial cliff not only on a state/federal level but also at a county level. Funding loss factored with the costs of supply and demand may result in less services provided.
- We are entering one of our worst years financially and have been asked to cut budgets across the county.
- As with any budget cuts these changes will impact our programs the State and Federal Funding account for 51% of our budget 2% is confidential contributions and the county matches with 47% of the budget. Which not only meets the match required but generously over matches just to keep the programs running in within San Juan County.
- San Juan had the opportunity last year to add a tear off sign-up sheet to all of our surveys for clients to sign up for reverse 911 emergency alert notifications. We will do the same push this year with our surveys. (Attachment B)
- San Juan County has developed a monthly booklet that is available to all the residents of the county. It has been well received across the county well and has provided some referrals and requests since its implementation.

### Alternatives:

- During the past year San Juan County Area Agency on Aging has provided care

for 24 unduplicated clients in the Alternatives program. 80% of our Alternative clients are Native American. We continue to see slow growth in this program. We do not have a waiting list for this program at this time. With the anticipated cut coming from the State for this program we now are anticipating that there will not be growth in this program.

**Caregiver:**

- Has provided care for 5 unduplicated caregivers on the Caregiver Program this is a decrease of one client. We have trained people in Dementia Dialogues, Dealing with Dementia, in our agency. We have acquired the Program Lifeloop to provide interactive technology engagement to clients and family members that have dementia in the home. We have not had the program long enough to gauge its effectiveness in this program. We also have the MEternally kits which are still available county wide at the senior centers and through the case managers.
- The case managers have recently attended training for the Caregiver Talking Points and we look forward to implementing this program in our county in the upcoming year.
- The Caregiver program is definitely more information/education based within San Juan County. We provide a daily caregiver tip on our social media page and monthly inserts in our booklet as well as advertisements within San Juan County. This upcoming year we would like to do a quarterly push with postcards for the program to the residents of San Juan County with educational topics and program information.
- San Juan AAA has developed a dedicated dementia-specific webpage under the Caregiver page, offering resources, tools, and topics to provide easily accessible support for individuals and families.
- This past year, we have included a dedicated dementia page in our monthly booklet distributed to clients countywide. This page consistently highlights the Alzheimer's Association 24/7 helpline, followed by a monthly dementia topic designed to educate and support readers. Additionally, we have invested in *LifeLoop*, an innovative program that provides online content to engage clients, including those living with dementia and their family members.

**Nutrition and Supportive Services:**

- During the past year San Juan AAA used the nutrition risk form that the State has authorized. We have added to this form a malnutrition quick survey to help us identify and clients that may be suffering from malnutrition so that we can be proactive and try to assist them.
- At the end of 2023 and the beginning of 2024, we completed a Performance Outcome Measurement Project (POMP) survey to evaluate nutritional needs and identify areas of improvement.
- **Congregate Meals:** San Juan County Aging has provided 15,892 meals this past year. This is an increase of 5,535 meals this year.
- **Home Delivered Meals:** San Juan County Aging has provided 29,720 Home Delivered meals this year our numbers decreased by 7,325 meals this year. We attribute this to the change of a new center director and their efforts on implementing guidelines for clients that should be receiving home delivered meals.

- San Juan AAA center staff has gone above and beyond in taking care of the clients in their service area. We have offered friendly visits, telephone reassurance, recreation, socialization, public education, information and assistance to our clients. We continue to provide education through our monthly booklet, flyers and information to the seniors through the newsletters, and our Facebook page.
- **Preventative Health:** San Juan County Aging has the following preventative health programs at our centers either virtually or in person. Tai Chi for Fall Prevention, and Bingocize. We are currently working on the implementation of Drums Alive.
- **Ombudsman:** We have one facility within San Juan County and our ombudsman does a monthly site visit to the facility. The county ombudsman is active on our Aging Advisory Council and Multi-Disciplinary Team meetings. The ombudsman attends the yearly trainings.

#### **SHIP/SMP:**

- San Juan AAA held four Open Enrollment/Medicare Fraud Flu Shot clinics this fall at each one of the centers. The flu shots were drive through and meeting with the counselors was one on one. We reached about 120 people during the 4 days of these events.

#### **Veterans Directed Home and Community Based Services:**

- At the first of last year, we were working with two Veteran Departments and transitioning to one. In the middle of the changes, we encountered billing issues due to the Heath Change data breach which caused a delay in our billing process. This has not been resolved.
- We continue to see some big changes in this program. We are currently at 7 clients this an increase of 4 clients from last year. We have transitioned completely over to Grand Junction VA and no longer have clients with the Salt Lake City VA system. This program has been very beneficial for our veterans and the capabilities we have had with adding more clients this past year has been a growth we never anticipated to see. We look towards the goal of having at least 20 Veterans on this program within the next year.

#### **Waiver:**

- Has provided care for 16 unduplicated clients in our county this is a decrease of 2 from the previous year. 99% of our waiver clients are Native American. The majority of our clients on waiver have been on the program for a long time. We have not seen an increase in clients, and do not anticipate a large increase of clients due to the state wide waiting list and the EVV requirements at this time for this program.
- In 2023 the transition to the PEGA system was one of the most painful experiences encountered so far with the Medicaid program. The Case Management portion of our Aging Program is still to this date not fully paid out since March of 2023.
- We have streamlined the PEGA Annual renewal process to save time for the case managers to do actual case management and not administration. Our process has eliminated a lot of the travel time to and from a client's residence for signatures which in our rural/frontier area can take a full day round trip just for a

signature.

- The Waiver Audit Portion of the program through the PEGA system seemed to be a little easier this year when considering the pain of transition. It was beneficial to be in the system and encounter possible audit issues in real time and correct them when they were found instead at the end of the year during the audit. However, we may be pre-emptive in stating this due to us still waiting for feedback from the current ongoing audit. This is at no fault to the State Aging Waiver staff but again due to the limitations of the programming we have been transitioned to.

## V. TITLE III – PROGRAM DESCRIPTION AND ASSURANCES

### TITLE III AREA PLAN: PROGRAM DESCRIPTION AND ASSURANCES

Each area agency on aging (AAA) must maintain documentation to confirm the following assurance items. Such documentation will be subject to federal and state review to ensure accuracy and completeness. By signing this four-year plan document, the area agency on aging agrees to comply with each of the following assurances unless otherwise noted in the document.

#### **Section 305(c): Administrative Capacity**

An area agency on aging shall provide assurance, determined adequate by the State agency, that the Area Agency on Aging will have the ability to develop an area plan and to carry out, directly or through contractual or other arrangements, a program in accordance with the plan within the planning and service area.

#### **Section 306(a)(1): Provision of Services**

Provide, through a comprehensive and coordinated system for supportive services, nutrition services, and where appropriate, for the establishment, maintenance, or construction of multipurpose senior centers, within the planning and service area, covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older individuals with low incomes residing in such area, the number of older individuals who have the greatest economic need (with particular attention to low income minority individuals and older individuals residing in rural areas) residing in such area, the number of older individuals who have the greatest social need (with particular attention to low income minority individuals) residing in such area and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community, evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or multipurpose senior center in such area, for the provision of such services or centers to meet such need;

### **Section 306(a)(2): Adequate Proportions**

(a) Each area agency on aging...Each such plan shall--  
(2) provide assurances that an adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services-

- (A) services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible) and case management services);
- (B) in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
- (C) legal assistance; and assurances that the area agency on aging will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

and assure that the area agency will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded.

### **Section 306(a)(4)(A): Low Economic, Minority and Rural Services**

- (i) The area agency on aging will-
  - (aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;
  - (bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and
- (II) include proposed methods to achieve the objectives described in items (aa) and (bb) of sub-clause (I);
- (ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such provider will—
  - (I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;
  - (II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and
  - (III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area; and
- (iii) with respect to the fiscal year preceding the fiscal year for which such plan is prepared –
  - identify the number of low-income minority older individuals in the planning and service area;
  - (I) describe the methods used to satisfy the service needs of such minority older individuals; and
  - (II) provide information on the extent to which the area agency on aging met the objectives described in clause (i).

### **Section 306(a)(4)(B): Low Economic, Minority and Rural Services Outreach**

Provide assurances that the area agency on aging will use outreach efforts that will:

- (i) identify individuals eligible for assistance under this Act, with special emphasis on--
  - (I) older individuals residing in rural areas;
  - (II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
  - (III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
  - (IV) older individuals with severe disabilities;
  - (V) older individuals with limited English proficiency;
  - (VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
  - (VII) older individuals at risk for institutional placement; and
    - (i) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance

#### **Section 306(a)(4)(C): Focus on Minority Older and Rural Older Individuals**

Contain an assurance that the area agency on aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

#### **Section 306(a)(5): Assurance for the Disabled**

**Provide assurances that the area agency on aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.**

### **Section 306(a)(6)(A): Accounting for the Recipients' Views**

Take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan:

### **Section 306(a)(6)(B): Advocacy**

Serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will effect older individuals;

### **Section 306(a)(6)(C): Volunteering and Community Action**

- (i) where possible, enter into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families; and
- (ii) if possible regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that:
  - I) were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or
  - II) came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs;

and that meet the requirements under section 676B of the Community Services Block Grant Act.

### **Section 306(a)(6)(D): Advisory Council**

Establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this Act, representatives of older individuals, local elected officials, providers of veterans health care (if appropriate), and the general public, to advise continuously the area agency on aging on all matters

relating to the development of the area plan, the administration of the plan and operations conducted under the plan;

### **Section 306(a)(6)(E): Program Coordination**

Establish effective and efficient procedures for coordination of:

- (i) entities conducting programs that receive assistance under this Act within the planning and service area served by the agency; and,
- (ii) entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b), within the area;

### **Section 306(a)(6)(F): Mental Health Coordination**

Coordinate any mental health services provided with funds expended by the area agency on aging for part B with the mental health services provided by community health centers and by other public agencies and nonprofit private organizations; and

### **Section 306(a)(6)(G): Native American Outreach**

If there is a significant population of older individuals who are Native Americans, in the planning and service area of area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act;

### **Section 306(a)(7): Coordination of Long-Term Care**

Provide that the area agency on aging will facilitate the coordination of community based long term care services designed to enable older individuals to remain in their homes, by means including:

- (i) development of case management services as a component of the long term care services; consistent with the requirements of paragraph (8);
- (ii) involvement of long term care providers in the coordination of such services; and,
- (iii) increasing community awareness of and involvement in addressing the needs of residents of long term care facilities;

### **Section 306(a)(8): Case Management Services**

Provide that case management services provided under this title through the area agency on aging will:

- (i) not duplicate case management services provided through other Federal and State programs;
- (ii) be coordinated with services described in subparagraph (A); and,
- (iii) be provided by a public agency or a nonprofit private agency that:
  - (1) gives each older individual seeking services under this title a list of agencies that proved similar services within the jurisdiction of the area agency on aging;
  - (2) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
  - (3) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing the services; or,
  - (4) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii)

#### **Section 306(a)(9): Assurance for State Long-Term Care Ombudsman Program**

Provide assurance that area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2000 in carrying out such a program under this title;

#### **Section 306(a)(10): Grievance Procedure**

Provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title;

#### **Section 306(a)(11): Services to Native Americans**

Provide information and assurances concerning services to older individuals who are Native Americans (referred to in the paragraph as “older Native Americans”), including--

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- (A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;
- (B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided under title VI; and

- (C) an assurance that the area agency on aging will make services under the area plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans;

### **Section 306(a)(12): Federal Program Coordination**

Provide that the area agency on aging will establish procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b) within the planning and service area.

### **Section 306(a)(13)(A-E): Maintenance of Integrity, Public Purpose, Quantity and Quality of Services, Auditability**

Provide assurances that the area agency on aging will:

(A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;

(B) disclose to the Assistant Secretary and the State agency--

(i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship;

(C) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;

(D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship;

(E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

### **Section 306(a)(14): Appropriate use of Funds**

Provide assurance that funds received under this title will not be used to pay any part of a cost (including administrative cost) incurred by the area agency on aging to carry out a contract or commercial relationship that is not carried out to implement this title

**Section 306(a)(15): No Preference**

Provide assurance that preference in receiving services under this title will be used-

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and\

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212;

## **TITLE VII: ELDER RIGHTS PROTECTION**

### **Chapter 1: General Provisions**

#### **Section 705(a)(6)(A): General Provisions**

An assurance that, with respect to programs for the prevention of elder abuse, neglect, and exploitation under chapter 3:

- (A) in carrying out such programs the State agency will conduct a program of services consistent with relevant State law and coordinated with existing State adult protective service activities for:
  - (i) public education to identify and prevent elder abuse;
  - (ii) receipt of reports of elder abuse;
  - (iii) active participation of older individuals participating in programs under this Act through outreach, conferences, and referral of such individuals to other social service agencies or sources of assistance if appropriate and if the individuals to be referred consent, and
  - (iv) referral of complaints to law enforcement or public protective service agencies if appropriate;

### **Chapter 2: Ombudsman Program**

#### **Section 704(a): Organization and Area Plan Description of Ombudsman Program**

#### **Section 712(a)(5)(D)(iii): Confidentiality and Disclosure**

The State agency shall develop the policies and procedures in accordance with all provisions of this subtitle regarding confidentiality and conflict of interest. [This is R510-200-8(B)(9) for confidentiality and R510-200-7(A)(e) for conflicts of interest using the definitions outlined in state and federal law]

#### **Section 712(a)(5)(C): Eligibility for Designation**

Entities eligible to be designated as local Ombudsman entities, and individuals eligible to be designated as representatives of such entities, shall:

- (i) have demonstrated capability to carry out the responsibilities of the Office;
- (ii) be free of conflicts of interest;
- (iii) in the case of the entities, be public or nonprofit private entities; and
- (iv) meet such additional requirements as the Ombudsman may specify.

## Section 712(a)(5)(D): Monitoring Procedures

- (i) In General: The State agency shall establish, in accordance with the Office, policies and procedures for monitoring local Ombudsman entities designated to carry out the duties of the Office.

## Section 712(a)(3)(D): Regular and Timely Access

The Ombudsman shall ensure that the residents have regular and timely access to the services provided through the Office and that the residents and complainants receive timely responses from representatives of the Office to complaints;

## Section 712(c): Reporting System

The State agency shall establish a statewide uniform reporting system to:

- (1) collect and analyze data relating to complaints and conditions in long-term care facilities and to residents for the purpose of identifying and resolving significant problems, and
- (2) submit the data, on a regular basis.

## Section 712(h): Administration

The State agency shall require the Office to:

- (1) prepare an annual report:
  - (A)describing the activities carries out by the Office in the year for which the report is prepared;
  - (B)containing and analyzing the data collected under subsection (c);
  - (C) evaluating the problems experienced by, and the complaints made by or on behalf of, residents;
  - (D) containing recommendations for:
    - (i) improving quality of the care and life of the residents; and
    - (ii) protecting the health, safety, welfare, and rights of the residents;
  - (E)(i)analyzing the success of the program including success in providing services to residents of board and care facilities and other similar adult care facilities; and
    - (ii) identifying barriers that prevent the optimal operation of the program; and
  - (F)providing policy, regulatory, and legislative recommendations to solve identified problems, to resolve the complaints, to improve the quality of care and life of residents, to protect the health, safety, welfare, and rights of residents, and to remove the barriers;
- (2) analyze, comment on, and monitor the development and implementation of Federal, State, and local laws, regulations, and other government policies and actions that pertain to long-term care facilities and services, and to the health, safety, welfare, and rights of residents, in the State, and recommend any changes in such laws, regulations, and policies as the Office determines to be appropriate;

- (3) (A) provide such information as the Office determines to be necessary to public and private agencies, legislators, and other persons, regarding:
  - (i) the problems and concerns of older individuals residing in long-term care facilities; and
  - (ii) recommendations related to the problems and concerns.

(These three assurances were added to the ombudsman section in May, 2003)

## Section 712(f): Conflict of Interest

The State agency shall:

- (1) ensure that no individual, or member of the immediate family of an individual, involved in the designation of the Ombudsman (whether by appointment or otherwise) or the designation of an entity designated under subsection (a)(5), is subject to a conflict of interest;
- (2) ensure that no officer or employee of the Office, representative of a local Ombudsman entity, or member of the immediate family of the officer, employee, or representative, is subject to a conflict of interest;
- (3) ensure that the Ombudsman:
  - (A) does not have a direct involvement in the licensing or certification of a long-term care facility or of a provider of a long-term care service;
  - (B) does not have an ownership or investment interest (represented by equity, debt, or other financial relationship) in a long-term care facility or a long-term care service;
  - (C) is not employed by, or participating in the management of, a long-term care facility; and
  - (D) does not receive, or have the right to receive, directly or indirectly, remuneration (in cash or in kind) under a compensation arrangement with an owner or operator of a long-term care facility; and
- (4) establish, and specify in writing, mechanisms to identify and remove conflicts of interest referred to in paragraphs (1) and (2), and to identify and eliminate the relationships described in subparagraphs (A) through (D) of paragraph (3), including such mechanisms as:
  - (A) the methods by which the State agency will examine individuals, and immediate family members, to identify the conflicts; and
  - (B) the actions that the State agency will require the individuals and such family members to take to remove such conflicts.

## Section 712(a)(3)(E): Representation Before Governmental Agencies

The Ombudsman shall represent the interests of the residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents;

## Section 712(j): Noninterference

The State must:

- (1) Ensure that willful interference with representatives of the Office in the performance of the official duties of the representatives (as defined by the Assistant Secretary) shall be unlawful.
- (2) Prohibit retaliation and reprisals by a long-term care facility or other entity with respect to any resident, employee, or other person for filing a complaint with, providing information to, or otherwise cooperating with any representative of, the Office.

Will you assure that your agency will not interfere with the official functions of ombudsman representatives as defined in The Older Americans Act section 712 (a)

(5) (B) and that representatives will be able to report any interference to the State?

## **Chapter 3: Programs for the Prevention of Elder Abuse, Neglect and Exploitation**

### **Section 721(a): Establishment**

In order to be eligible to receive an allotment under section 703 from funds appropriated with this section, and in consultation with area agencies on aging, develop and enhance programs for the prevention of elder abuse, neglect, and exploitation.

#### **Section 721(b)(1-2)**

- (1) providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
- (2) ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protection service program, State and local law enforcement systems, and courts of competent jurisdiction;

## VI. AREA PLAN PROGRAM OBJECTIVES

### Supportive Services

<b>Title III B Program Objective</b>	<b>Persons Served - Unduplicated Count</b>	<b>Persons Waiting for Services*</b>	<b>Estimated Service Units</b>	<b>Estimated Number of Persons Not Served</b>
<b>Case Management (1 case):</b> Assistance either in the form of access or care coordination in the circumstance where the older person and/or their caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers. Activities of case management includes assessing needs, developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up and re-assessment, as required.	5	0	70	1
<b>Personal Care (1 hour):</b> Provide personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing, toileting, and transferring in and out of bed.	0	0	0	0
<b>Homemaker (1 hour):</b> Provide assistance to persons having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. <b>Chore (1 hour):</b> Provide assistance to persons having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work or sidewalk maintenance. <b>Adult Day Care/Adult Day Health (1 hour):</b> Provision of personal care for	5	0	720	1

<b>Title III B</b> <b>Program Objective</b>	<b>Persons Served - Unduplicated Count</b>	<b>Persons Waiting for Services*</b>	<b>Estimated Service Units</b>	<b>Estimated Number of Persons Not Served</b>
dependent adults in a supervised, protective, congregate setting during some portion of a 24-hour day. Services offered in conjunction with adult day care/adult health typically include social and recreational activities, training, counseling, meals for adult day care and services such as rehabilitation, medication management and home health aide services for adult day health.				
<b>Assisted Transportation (1 one-way trip):</b> Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.	1	0	50	10
<b>Transportation (1 one-way trip):</b> Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity. <b>Legal Assistance (1 hour):</b> Provision of legal advise, counseling and representation by an attorney or other person acting under the supervision of an attorney. <b>Nutrition Education (1 session):</b> A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.		0	1,000  30  3,000	10

- Persons assessed and determined eligible for services

0

\* Persons assessed and determined eligible for services

**TITLE III C-1**

<b>Title III C-1 Program Objective</b>	<b>Persons Served - Unduplicated Count</b>	<b>Persons Waiting for Services*</b>	<b>Estimated Service Units</b>	<b>Estimated Number of Persons Not Served</b>
<b>Congregate Meals (1 meal):</b> Provision to an eligible client or other eligible participant at a nutrition site, senior center or some other congregate setting, a meal which: <ul style="list-style-type: none"> <li>a) complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture;</li> <li>b) provides, if one meal is served, a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;</li> <li>c) provides, if two meals are served, together, a minimum of 66 and 2/3 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and,</li> <li>d) provides, if three meals are served, together, 100 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second and third meal shall be balanced and proportional in calories and nutrients.</li> </ul>	280	0	15,000	20
<b>Nutrition Counseling (1 hour):</b> Provision of individualized advice and guidance to individuals, who are at nutritional risk because of their health or nutritional history, dietary intake, medications use or	0	0	0	0

<b>Title III C-1 Program Objective</b>	<b>Persons Served - Unduplicated Count</b>	<b>Persons Waiting for Services*</b>	<b>Estimated Service Units</b>	<b>Estimated Number of Persons Not Served</b>
chronic illnesses, about options and methods for improving their nutritional status, performed by a health professional in accordance with state law and policy.				
<b>Nutrition Education (1 session):</b> A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.			3,000	

\* Persons assessed and determined eligible for services

### TITLE III C-2 Home-Delivered Meals

Title III C-2 Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Service Units	Estimated Number of Persons Not Served
<b>Assessment/Screening (1 Hour):</b> Administering standard examinations, procedures or tests for the purpose of gathering information about a client to determine need and/or eligibility for services. Routine health screening (blood pressure, hearing, vision, diabetes) activities are included.			200	
<b>Home-Delivered Meals (1 meal):</b> Provision, to an eligible client or other eligible participant at the client's place of residence, a meal which: <ul style="list-style-type: none"> <li>a) complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture);</li> <li>b) provides, if one meal is served, a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;</li> <li>c) provides, if two meals are served, together, a minimum of 66 and 2/3 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily RDA which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and</li> <li>d) provides, if three meals are served, together, 100 percent of the current daily DRI; although there is no requirement regarding</li> </ul>	200	0	30,000	20

<b>Title III C-2 Program Objective</b>	<b>Persons Served - Unduplicated Count</b>	<b>Persons Waiting for Services*</b>	<b>Estimated Service Units</b>	<b>Estimated Number of Persons Not Served</b>
<b>Home-Delivered Meals (cont'd):</b> the percentage of the current daily RDA which an individual meal must provide, a second and third meal shall be balanced and proportional in calories and nutrients.				
<b>Nutrition Counseling (1 hour):</b> Provision of individualized advice and guidance to individuals, who are at nutritional risk because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status, performed by a health professional in accordance with state law and policy.	0	0	0	0

\* Persons assessed and determined eligible for services

### TITLE III D Preventive Health

<b>Title III D Program Objective</b>	<b>Persons Served - Unduplicated Count</b>	<b>Persons Waiting for Services*</b>	<b>Estimated Service Units</b>	<b>Estimated Number of Persons Not Served</b>
Assessment and Screening			200	
Nutrition Education			3,000	
Tai Chi for Arthritis			250	
Bingocize			150	
Drums Alive			150	

\* Persons assessed and determined eligible for services

**TITLE III E**  
**National Family Caregiver Support Program (NFCSP)**

<b>Title III E Program Objective</b>	<b>Persons Served</b>	<b>Persons Waiting for Services*</b>	<b>Estimated Service Units</b>
<b>Information:</b> Estimate the number of individuals who will receive information, education and outreach activities in order to recruit caregivers into your program.	15,000		21
<b>Assistance:</b> Estimate the number of clients who will receive assistance in accessing resources and information which will result in developed care plans and coordination of the appropriate caregiver services.	5		120
<b>Counseling/Support Groups/ Training:</b> Estimate the number of individuals who will receive counseling/support groups/training.	0		0
<b>Respite:</b> Estimate the number of clients who will receive respite services using NFCS funds.	5		1,260
<b>Supplemental Services:</b> Estimate the number of clients receiving supplemental caregiver services using NFCS funds.	5		250

\* Persons assessed and determined eligible for services

## OTHER OLDER AMERICANS ACT

Other Services Profile (*Optional*): List other services and the funding source.

Service Name and Funding Source	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Service Units	Estimated Number of Persons Not Served
Friendly Visit, Telephone Reassurance, Recreation, Exercise, Trips, Preventative Health, Public Information, Training			120,000	

\* Persons assessed and determined eligible for services

**Note:** There are no restrictions on the number of Other services which may be reported.

### Mission/Purpose Codes:

A= Services which address functional limitations

B= Services which maintain health

C= Services which protect elder rights

D= Services which promote socialization/participation

E= Services which assure access and coordination

F= Services which support other goals/outcomes

## STATE-FUNDED PROGRAMS

Service Code	Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Number of Persons Not Served
ALM	<b>Home and Community-based Alternatives Program:</b> ** Service designed to prevent premature or inappropriate admission to nursing homes, including program administration, client assessment, client case management, and home- and community-based services provided to clients.	24	0	20
RVP	<b>Volunteer:</b> Trained individuals who volunteer in the Retired Senior Volunteer Program, Foster Grandparent Program, and Senior Companion Program.	0	0	0

\* Persons assessed and determined eligible for services

\*\* Quarterly and annual reporting requirements by service area will still be required. (Example: case management, home health aide, personal care, respite, etc.)

## MEDICAID AGING WAIVER PROGRAM

Program Objective	Persons Served - Unduplicated Count	Persons Waiting for Services*	Estimated Number of Persons Not Served
<b>Purpose:</b> A home and community-based services waiver offers the State Medicaid Agency broad discretion not generally afforded under the State plan to address the needs of individuals who would otherwise receive costly institutional care provided under the State Medicaid plan.	14	0	10

\* Persons assessed and determined eligible for services

## VII. REAFFIRMATION OR AMENDMENTS TO THE FOUR-YEAR PLAN

This section allows the AAA to annually reaffirm, with documentation, the information found in its four-year plan. It is important to include documentation with the request for any waivers, including descriptions and justifications for the request. This section provides an opportunity to discuss any modifications the agency is requesting to amend in the four-year plan. The following areas should be included, and any others that the AAA would like to add:

### 1. PRIORITY OF SERVICES

Home Delivered Meals  
In Home Services  
Congregate Meals  
Transportation  
Preventative Health  
Health Education

### 2. SERVICE PROVIDERS

List all providers from whom the agency will purchase goods or services with Title III funds to fulfill area plan objectives. Specify the goods or services being purchased and the type of agreement made with the provider, i.e., subcontract, vendor, memorandum of agreement, etc.:

AGREEMENT		
PROVIDER NAME	GOODS/SERVICE(S)	TYPE
Rocky Mountain	In Home	Contract
Comfort At Home	In Home	Contract
Zions Way	In Home	Contract
Utah Legal Services	Legal	Contract
Private care Providers	In Home	Contract

### 3. DIRECT SERVICE WAIVERS

**The State Plan shall provide that no supportive services, nutrition services, or in-home services (as defined in section 342[l]) will be directly provided by the State Agency or an area agency on aging, except where, in the judgment of the State Agency, provision of such services by the State or an area agency on aging is necessary to assure an adequate supply of such services, or where such services are directly related to such state or area agency on aging administrative functions, or where such services of comparable quality can be provided more economically by such state or area agency on aging.**

**Is your agency applying for any Direct Service Waivers?**

Yes ☒ No ☐

**If yes, list the services for which waivers are being requested and describe the necessity for the direct service provision.**

Congregate: Monticello, Blanding, Bluff and La Sal Centers. It has been determined that this service can be better provided by the AAA in order to control costs and quality of meals.

Home Delivered: Monticello, Blanding, Bluff, and La Sal Centers. It has been determined that this service can be better provided by the AAA in order to control costs and quality of the meals

Transportation: There are no direct contract providers for these services in the County.

Case Management: There are no direct contract providers for this service in our county. Organizations and private providers provide the services to the client eliminating the potential conflict of interest.

#### 4. PRIORITY SERVICE WAIVER

**Reference(s):** OAA Section 306(a)(2), 306(b)(1)(2)(A)(B)(C)(D), 307(a)(22)  
State Rule R110-106-1

Indicate which, if any, of the following categories of service the agency is not planning to fund with the minimum percentage of Title III B funds specified in the State Plan, with the justification for not providing services. **Attach appropriate documentation** to support the waiver request as follows:

- 1) notification of public hearing to waive Title III B funding of a service category,
- 2) A list of the parties notified of the hearing,
- 3) A record of the public hearing, and
- 4) A detailed justification to support that services are provided in sufficient volume to meet the need throughout the planning and service area. (See State Rule R805-106 for specific requirements.)

#### SERVICE CATEGORY

#### DESCRIPTION OF REASON FOR THE WAIVER

**We will not be asking for a waiver for these services.**

**Access:**

**In-Home:**

**Legal Assistance:**

## 5. ADVISORY COUNCIL

**References:** OAA Sections 306(a)(6)(F)  
FED 45 CFR Part 1321.57

<b>Council Composition</b>	<b>Number of Members</b>
60+ Individuals	4 _____
60+ Minority Individuals	2 _____
60+ Residing in Rural Areas	6 _____
Representatives of Older Individuals	6 _____
Local Elected Officials	3 _____
Representatives of Providers of Health Care (including Veterans Health Care if applicable)	6 _____
Representatives of Supportive Services Provider Organizations	_____
Persons With Leadership Experience in the Voluntary and Private Sectors	_____
General Public	_____
<b>Total Number of Members</b> (May not equal sum of numbers for each category)	25 _____

Name and address of chairperson:

Does the Area Agency Advisory Council have written by-laws by which it operates?

☒ Yes      ☐ No

Area Agency Advisory Council meetings schedule: Quarterly pending agenda  
Items.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## VIII. POPULATION ESTIMATES

<b>Population Group</b>	<b>Number*</b>	<b>Number Served in Planning and Service Area</b>	<b>Estimate of People Needing Services</b>
Age 60+	<b>3,207</b>	615	160
Age 65+	<b>2,257</b>	338	112
Minority Age 65+	<b>1128</b>	169	113

\* Population data from the Governor's Office of Planning and Budget are provided for each county on the attached sheet.

## **IX. SPECIFIC QUESTIONS ON PROGRAM ACTIVITIES**

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## Fwd: Weed Board Update

1 message

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**McDonald, Mack** <mmcdonald@sanjuancountyut.gov>  
To: Rosa Vargas <rvargas@sanjuancounty.org>

Fri, May 2, 2025 at 11:08 AM

Sincerely,

Mack McDonald  
Chief Administrative Officer



P.O. Box 9  
117 South Main Street #221  
Monticello, Utah 84535

Office: (435) 587-3225  
Cell: (435) 459-1054  
[mmcdonald@sanjuancountyut.gov](mailto:mmcdonald@sanjuancountyut.gov)

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----- Forwarded message -----

From: **McDonald, Mack** <mmcdonald@sanjuancountyut.gov>  
Date: Fri, May 2, 2025 at 12:48 AM  
Subject: Re: Weed Board Update  
To: Maughan, Lori <lmaughan@sanjuancountyut.gov>

I spoke with Frank earlier this week and he mentioned those members who are up are willing to renew and he was going to get me letters of interest to renew. The process is that the weed board goes through their process and then the chair sends a recommendation to the Commission to reappoint those individuals or we start soliciting for new volunteers to join the board. Once we have that, then we take it to the Commission for actual approval or appointment following our ordinance for appointing board members. With your email, Zach, Charlie and Cade are up for renewal which I can place on the Consent Agenda for Tuesday to be approved. No need to track this, the Commission meeting minutes are the record for official appointment and then Rosa updates the website once it is approved in Commission Meetings. The minutes of the Weed Board are the historical record as well and Frank could have looked at that for tenure/expiration. Those are on our website so the transparency and historical record is there. Where Frank oversee's this, he should have been tracking this all along and then our website backs it up. [https://sanjuancountyut.gov/meetings?date\\_filter%5Bvalue%5D%5Bmonth%5D=11&date\\_filter%5Bvalue%5D%5Bday%5D=2&date\\_filter%5Bvalue%5D%5Byear%5D=2024&date\\_filter\\_1%5Bvalue%5D%5Bmonth%5D=6&date\\_filter\\_1%5Bvalue%5D%5Bday%5D=1&date\\_filter\\_1%5Bvalue%5D%5Byear%5D=2025&field\\_microsite\\_tid=621&field\\_microsite\\_tid\\_1=All](https://sanjuancountyut.gov/meetings?date_filter%5Bvalue%5D%5Bmonth%5D=11&date_filter%5Bvalue%5D%5Bday%5D=2&date_filter%5Bvalue%5D%5Byear%5D=2024&date_filter_1%5Bvalue%5D%5Bmonth%5D=6&date_filter_1%5Bvalue%5D%5Bday%5D=1&date_filter_1%5Bvalue%5D%5Byear%5D=2025&field_microsite_tid=621&field_microsite_tid_1=All)

Sincerely,

Mack McDonald  
Chief Administrative Officer



# STATE OF UTAH

## CONTRACT AMENDMENT

Item 21.

AMENDMENT # 2 To CONTRACT # 241816

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah Attorney General's Office referred to as State Entity and, San Juan County, referred to as Contractor.

### THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

#### 1. Contract period:

2/1/2024 (Original starting date)

6/30/2025 (Current ending date)

                     **new ending date**

#### 2. Contract amount:

\$174,994 (Current contract amount)

\$15,500 (Amendment amount)

\$190,494 **new contract amount**  
add current amount to amendment amount

#### 3. Other changes: (attach other sheets if necessary):

#### 4. Effective Date of Amendment: 04/15/2025

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

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

#### CONTRACTOR

#### STATE

\_\_\_\_\_  
Contractor's signature                      Date

\_\_\_\_\_  
Agency's signature                      Date

\_\_\_\_\_  
Type or Print Name and Title

NA, Contractor is Gov't Entity  
Director, Division of Purchasing                      Date

Tracey Tabet  
Agency Contact Person

801 281-1202  
Telephone Number

\_\_\_\_\_  
Fax Number

ttabet@agutah.gov  
Email

(Revision 04 October 2018)

Total State Contract Funds for SFY25	130,494
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## COMMISSION STAFF REPORT

**MEETING DATE:** May 6, 2025

**ITEM TITLE, PRESENTER:** Memorandum of Understanding between Utah Education and Telehealth Network and San Juan County Library System, Nicole Perkins, Library Director

**RECOMMENDATION:** Approve

### SUMMARY

Entering into the Memorandum of Understanding (MOU) concerning the telecom circuits between San Juan County Library System and Utah Education Network (UEN) would result in a significant savings for the San Juan County Library System with necessary Internet services. The locations awarded are one new (to the San Juan County Library Blanding Branch) and the expiring services (Bluff Library and Montezuma Creek Library branches) which are staying with the current vendor, Emery Telcom. In order to follow the contract, the Library System agrees to stay in compliance with E-rate requirements.

### HISTORY/PAST ACTION

This MOU is similar to others we have entered in between Utah Education and Telehealth Network (UETN) and the San Juan County Library System that were approved.

### FISCAL IMPACT

Entering into this agreement will save the Library System \$109,186.40 for the next 60 months for Internet services. UETN has negotiated a 90% discount with Emery. Even with the E-rate discount, there would be expenses in Monthly Recurring Costs (MRC) for 60 months of service of \$10,583.64 and Non-Recurring Costs (NRC), or one-time fees, of \$335. With this agreement, UETN agrees to pay all of those costs, which means the San Juan County Library system will have 100 % of costs covered by UETN until at least June 30, 2030.

Memorandum of Understanding  
Telecommunications WAN Services Agreement

Item 22.



This **Memorandum of Understanding ("MOU")** is between Utah Education and Telehealth Network ("UETN") and **San Juan County Library System** ("Stakeholder"). At Stakeholders request, and in accordance with procurement law, UETN entered into agreements ("Agreement") with vendors represented below on Stakeholder's behalf from July 1, 2025 -June 30, 2030, with an optional 12-month extension at the end of this period, ending no later than June 30th, 2031 unless otherwise indicated, (see Term column below).

**E-RATE COMPLIANCE:** UETN will apply annually to the Universal Service Administrative Company, (USAC) for E-rate discounts on these services through the Schools and Libraries Universal Service Support (E-rate) Program throughout the term of this agreement.

Stakeholder agrees to provide the following items to UETN, in a timely manner:

- 1) An FCC Form 479, Children's Internet Protection Act (CIPA) form, certifying annual compliance with CIPA requirements, **before July 1 of every year**
- 2) An E-rate Letter of Agency (LOA), upon request
- 3) E-rate information or FCC forms necessary for E-rate compliance, upon request

Failure to provide UETN with required E-rate information or forms by the due date, jeopardizes E-rate compliance and may result in the loss of E-rate funding to Stakeholder for continued service through UETN.

**COST REIMBURSEMENT:** UETN shall invoice Stakeholder for the after E-rate discount cost of services and support. Stakeholder understands that **E-rate discounts** change yearly as the E-rate discount is based on local school district enrollment and poverty levels, as well as USAC E-rate filing rules. For the E-rate Funding Year July 1, 2025 – June 30, 2026, the estimated E-rate discount is represented in the E-rate Discount Estimate column below.

Stakeholder costs are estimated below in **blue**. Stakeholder agrees to reimburse UETN within 30-days of receipt of an invoice from UETN. UETN will pay costs in **red** below, which includes the on-going monthly costs and one-time equipment costs to connect Stakeholder sites to the UETN network.

**EQUIPMENT:** Per UETN's agreements, Stakeholder is responsible for hardware and equipment necessary or related to the implementation and performance of these services.

**Contract Obligations:** The agreements under which UETN makes the services available contain limitations on Stakeholder's use of the Services and associated remedies for use inconsistent with those limitations. Those limitations may include restrictions on the locations at which the Services are provided, limitations on end user activity, or other conditions of use. Stakeholder agrees to use the Services in accordance with all applicable limitations and Stakeholder acknowledges and accepts responsibility for any vendor remedies arising as a result of Stakeholder's use of the Services.

**EARLY TERMINATION / UNACCEPTABLE USE:** Stakeholder agrees to comply with the terms of this MOU and the terms of each of the service provider agreements under which UETN procured the services that are made available to stakeholder. Stakeholder shall reimburse UETN for any costs, fees or penalties associated with Stakeholder's early termination or cancellation of or withdrawal from UETN agreements. Such costs and fees may apply if Stakeholder relocates during the term of the agreement, although UETN will work with Stakeholder and the relevant service provider in good faith to attempt to minimize any costs associated with such relocation. In the event of unacceptable use of the services or other use by Stakeholder not permitted under a relevant service provider agreement, service providers may impose fees or additional costs (including increasing the monthly recurring charge to a particular location to three times the contract rate), or may suspend or terminate services. Service providers may also revoke benefits such as waived installation costs or pro-rated start-up costs. In the event a service provider invokes any such remedy due to Stakeholder's use of the services, or use by individuals allowed to access the service by Stakeholder, Stakeholder shall be solely responsible for the associated costs or consequences of such remedy.

**AMENDMENT:** This MOU may only be amended upon written mutual agreement duly executed by UETN and Stakeholder. UETN and Stakeholder have executed this MOU by their duly authorized representatives named below and this MOU becomes effective upon the latest date indicated.

**Stakeholder**

Signature: \_\_\_\_\_  
Name: Nicole Perkins  
Title: Director  
Email: nperkins@sanjuancounty.org

**Stakeholder Billing Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Utah Education and Telehealth Network**

Signature: \_\_\_\_\_  
Name: Spencer Jenkins  
Title: CEO and Executive Director  
Date: \_\_\_\_\_

Term - Months	RFP #	Description	Site #	Site/Location Name	USAC ID #	Site Address	Aggregation Address	Bandwidth	Additional Info	Vendor Awarded	MRC	Install	Equipment	Capital Construction	Infrastructure/Aggregation Equipment	Total NIC	Total 60 Month Cost of Contract	E-rate Discount Estimate	Total 60 Month MRC - UETN Pays (after E-rate)	Total NIC - UETN Pays (after E-rate)	1 Month MRC - Stakeholder Pays (after E-rate)	Total 60 Month MRC - Stakeholder Pays (after E-rate)	Total NIC - Stakeholder Pays (after E-rate)
60	UU188462477	San Juan County Library System	25.5.265	San Juan County Library Blanding Branch	96781	25 W 300 S, Blanding, UT 84511	San Juan School District Heritage Language Resource Center, 28 W 200 N, Blanding, UT 84511	1 Gbps	New	Emery	\$ 587.98	\$ -	\$ 1,675.00	\$ -	\$ -	\$ 1,675.00	\$ 36,953.80	90%	\$ 3,527.88	\$ 167.50			
60	UU188462477	San Juan County Library System	25.5.266	San Juan County Library Bluff Branch	17024762	480 Black Locust Ave, Bluff, UT 84512	Utah State University (USU), 639 W 100 S, Blanding, UT 84511	1 Gbps	Expiring	Emery	\$ 587.98	\$ -		\$ -	\$ -	\$ -	\$ 35,278.80	90%	\$ 3,527.88	\$ -			
60	UU188462477	San Juan County Library System	25.5.267	San Juan County Library Montezuma Creek Branch	17022600	5th E St (PKA East Hwy 162), Montezuma Creek, UT 84534	Utah State University (USU), 639 W 100 S, Blanding, UT 84511	1 Gbps	Expiring	Emery	\$ 587.98	\$ -	\$ 1,675.00	\$ -	\$ -	\$ 1,675.00	\$ 36,953.80	90%	\$ 3,527.88	\$ 167.50			
		Count:		3						Total before E-rate:	\$ 1,763.94	\$ -		\$ -	\$ -	\$ 1,675.00	\$ 109,186.40	Total after E-rate:	\$ 10,583.64	\$ 335.00	\$-	\$-	\$-



# Proposal and Terms and Conditions

## San Juan County Sheriff's Office

April 25, 2025

NATIONAL INSTITUTE  
FOR JAIL OPERATIONS

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



# Updated LBJI T&Cs

San Juan County UT Sheriff's Office

Item 23.

## CLIENT CONTACT DETAILS

AGENCY/ORGANIZATION San Juan County Sheriff's Office  
297 S Main  
Monticello, UT 84535

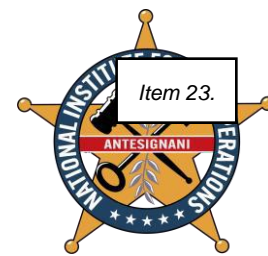
PRIMARY CONTACT John Young  
Detention Commander  
435-587-2237  
jyoung@sanjuancountyut.gov

## PROJECT MANAGEMENT DETAILS

NIJO CONTACT Rebecca Moltz-Sandhu  
Agency Development Specialist  
National Institute for Jail Operations (NIJO)  
(602) 350-8898 (Direct)  
(801) 810-JAIL (5245)  
rebecca@jailtraining.org

## PROPOSED LEGAL-BASED SOLUTIONS

- Legal Based Jail Information <sup>TM</sup> (Utah Specific)
- National Accreditation



## BACKGROUND

The National Institute for Jail Operations (NIJO) provides resources for sheriffs to make jails safer, more secure and protect against liability and adverse publicity. Services provided by NIJO include the creation and maintenance of legal-based guidelines specific to states and circuit courts, comprehensive staff jail training, complete jail inspections, case expert testimony, audit and accreditation services, and policy and procedure development.

Agencies across the United States have openly expressed the need for affordable, legal-based training for staff. Another need commonly expressed is the need for protection and defense against frivolous inmate lawsuits. NIJO provides solutions for both and is fully dedicated and exclusive to corrections.

Below are common training and accreditation issues that result in negative consequences for jail administrations:

- **New Hire Staff Training.** NIJO has created an initial training course for the newly hired Correctional Officer (CO) called Academy of Basic Corrections (ABC). This 35- hour course is provided online and is intended to be the first hours of training prior to working the floors of a facility. Inmates can spot a new officer on their first day and by providing a basic 101 course for these new hires, the defense against inmates taking advantage of them can begin.
- **Annual Online Training.** Access to quality training can be costly and time consuming for facilities, and in the last couple of years, we have seen access to in-person training options all but disappear thanks to a global pandemic. NIJO's Detention and Corrections Online Training Academy (DACOTA) solves many challenges a facility faces in maintaining annual training requirements for their staff. The DACOTA platform allows individuals to take legal-based coursework at a time and pace that makes sense for how facilities function. Because the courses are available 24/7/365, employees' time away from their posts is minimized as is overtime coverage. A vast amount of money is typically spent on travel and overnight accommodations for trainings across the state and with DACOTA's format, that cost is eliminated.
- **Legal-Based Jail Information™ and Accreditation.** NIJO promulgates only legal-based solutions to facility operations and NIJO Accreditation. Good faith immunity with inmate filed lawsuits depends upon knowing and complying with clearly established law (*Harlow v. Fitzgerald*, 457 U.S. 800 (1982)). Many agencies lose lawsuits because they assume their



# Updated LBJI T&Cs

## San Juan County UT Sheriff's Office

policies and procedures are based on current case law when often they are hybrids borrowed from neighboring jails that were created without adherence to the agency's specific state statutes or circuit court. Others rely on "best practices", state "minimum" standards (which may not be inclusive to all legal requirements) or national standards, which are costly and provide only false security as the Supreme Court has noted repeatedly.

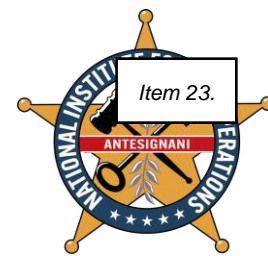
"[R]eliance on . . . correctional standards issued by various groups is misplaced . . . And while the recommendations of these various groups may be instructive in certain cases, they simply do not establish the constitutional minima; rather, they establish goals recommended by the organization in question."

-- *Bell v. Wolfish*, 441 U.S. 520, 543 n.27 (1979)

## SCOPE OF WORK PROPOSED

The National Institute for Jail Operations (NIJO) offers comprehensive services for agencies with a variety of options based on individual needs, resources, and budgets. For this proposal, the San Juan County Sheriff's Office (SJCSO) requested the following NIJO-led services:

NIJO LEGAL-BASED SOLUTION	# OF USERS
NIJO Legal-Based Jail Information™ (Utah specific)	Unlimited
NIJO National Accreditation (Utah Specific)	



### Legal-Based Jail Information™ (LBJI)

NIJO utilizes a proprietary software platform built specifically for corrections. Administrations can manage and archive policies and procedures, conduct self-audits and external inspections and use for operational and staff documentation. The system has been proven to save staff and administrations thousands of dollars in increased time efficiency and labor. NIJO would provide San Juan County Sheriff's Office (SJCSO) the Legal-Based Jail Information™ specific written and updated for Utah, rooted in constitutional, federal, 10th Circuit Court and Utah state laws and statutes containing approximately 15 Sections comprised of 600 corrections related topics with specific operational and policy driven areas.

Features of the LBJI system include:

- Unlimited users
- Flexibility to centrally manage all self and external audits and inspections in one system
- Ongoing updates of corrections related information and topics
- Dashboards, reports and charts to allow administrators to see real-time results
- Auto-export information to PDF or Excel
- Corrective action to assign tasks to individuals and due dates
- Message boards
- Links to email for easy communication
- Date-Stamp-Time features which provide timestamp on all documentation

### NIJO National Accreditation

NIJO National Accreditation allows a correctional administration to proactively verify its compliance with what courts have determined in operating a constitutionally safe facility. The process relies on NIJO Legal-Based Guidelines® National Accreditation through NIJO is a voluntary, proactive, ongoing process. Agencies desiring to participate sign an accreditation intent agreement, pay a fee to cover the cost of the accreditation, conduct a self-audit of NIJO's Legal-Based Guidelines® applicable for their state and prepare for an on-site verification inspection by trained NIJO inspectors.

The level of Accreditation awarded is based on the percentage of compliance to NIJO's Legal-Based Guidelines® and the on-site verification inspections. Each year, the agency must provide the required policy along with proof of compliance.

Utah specific accreditation timelines will be based on a nine (9) month ongoing schedule within the three (3) year cycle.



# Updated LBJI T&Cs

## San Juan County UT Sheriff's Office

- San Juan County will notify NIJO when they are ready to begin.
- First nine months – pre-accreditation self-audit; preparation for onsite verification.
- Second nine months – conduct onsite verification inspection
- Third nine months- resubmit pre-accreditation self-audit; preparation for onsite verification.
- Fourth nine months – conduct onsite verification inspection.

For pre-accreditation self-audits, agencies will upload required policies and proofs into AARMS as customary. Current standards require policies be reviewed at least once every 18 months, and this meets that requirement. In the continued spirit of NIJO providing consultative services, the onsite verification is tailored to each individual jail's needs and will still culminate in a written report or a debriefing with the Sheriff and Jail Commander.

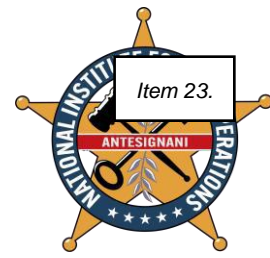
### Benefits of NIJO Accreditation:

- Discovery of dysfunction, misconduct and non-compliance before it results in litigation, embarrassment or other harm.
- Proactively defend against lawsuits by measuring current policies and practices against what is required by law.
- Justify requests for additional funding.
- Improve staff training, development, and professionalism.
- Create safer environments for staff and offenders.
- Reduce liability insurance costs.
- National recognition at annual JAILCON West Conference and online

To facilitate the efficiency of the initial set up, updating and maintenance of the manual, certain responsibilities are assigned as indicated below.

# PROPOSAL & TERMS

San Juan County UT Sheriff's Office



## NIJO RESPONSIBILITIES

- Appoint key contact for communication between NIJO and SJCSO.
- Establish delivery date for SJCSO user access to UT- LBJG.
- Maintain the web-based management platform to ensure user access and functionality.
- Assist with self-audit progress and support admin staff.
- Arrange for NIJO Accreditation process for the State of Utah.
- Provide ongoing training and support as needed by SJCSO.

## SJCSO RESPONSIBILITIES

- Appoint key contact for all communication between NIJO and SJCSO.
- Assign/monitor training for new hires and ongoing to staff for annual requirements.
- Monitor and review self-audit process.
- For efficiency and to keep within project timelines.
- Provide staff/users and other information necessary to operate the web-based management platform.



# Updated LBJI T&Cs

San Juan County UT Sheriff's Office

Item 23.

## Costs and Financial Considerations

This proposal is intended to provide a baseline price and set basic parameters for consideration with a future contractual agreement. It is written in accordance with the above initial parameters as provided by SJCSO. This proposal is valid for 60 days. Without a contractual agreement, NIJO reserves the right to make modifications or changes to the proposal without notice.

PROPOSED LEGAL-BASED SOLUTION FOR SJCSO	COST
Legal-Based Jail Information™ One-Time Implementation Fee	\$ 4,130 Waived
Legal-Based Jail Information™ Monthly Cost (\$230/Month x 12)	\$ 2,760*
NIJO National Accreditation Program (Utah Specific) SJCSO will notify NIJO when they are ready to begin. It may be in 2027 when their building project is complete.	\$ 5,750

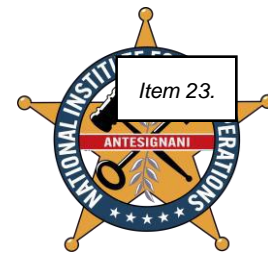
\* Utah Agencies entering into a service agreement with NIJO for the Utah Legal-Based Jail Information will receive a 10% discount of their annual cost if the service agreement is entered into by April 30, 2025.

Additional Legal-Based Solutions Available:

[ELITE Academy](#) – Exclusive command staff level training with administrative and leadership focus.

[JAILCON Regional Conferences](#) – Annual 3-day corrections training conference for all staff offering 20 hours of legal-based training in three locations:

- JAILCON West – Chandler, AZ (June 9-11, 2025)
- JAILCON South – Mobile, AL (October 13-15, 2025)
- JAILCON Central – Kansas City, KS (August 12-14, 2025)



### LBJG TERMS & CONDITIONS

The terms and conditions set forth, unless modified in writing by Accreditation, Audit & Risk Management Security LLC (AARM), providing the web-based technical services on behalf of the National Institute for Jail Operations (NIJO), or its affiliates or parents ("AARMS" and/or "Seller"), shall govern all transactions between AARMS and San Juan County Utah Sheriff's Office identified below as "Organization", notwithstanding any conflicting term or condition of Organization's purchase, acknowledgement or any other document or communication to the contrary.

1. Term. These Terms and Conditions between the parties of this agreement is three (3) years, beginning May 1, 2025. At the expiration of three (3) years, Organization may renew services at a rate to be negotiated between Seller and Organization. Otherwise, agreement will automatically renew.
2. Services. AARMS currently provides users with access to a variety of online resources, including various hosted communications tools, auditing systems, productivity and corrective action tracking software, personalized content and branded programming through its network of properties (the "Service"). AARMS shall render Services to Organization as set forth in Work Orders or such other documents outlining the scope of services to be provided. All Work Orders or purchase orders submitted are subject to acceptance by AARMS in its sole discretion. All Work Order or purchase orders submitted are not accepted until AARMS confirms such acceptance in writing. Nothing contained in any Work Order or purchase order or other correspondence shall in any way modify these terms and conditions or add any additional terms or conditions, all of which are hereby expressly objected to and rejected by Seller. Organization agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial gain, any portion of the Service and its contents, use of the Service, or access to the Service and its contents other than utilizing the data provided by the Service. (See Agreed Services To Organization)
3. Links. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AARMS has no control over such sites and resources, Organization acknowledges and agrees that AARMS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Organization further acknowledges and agrees that AARMS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.



# Updated LBJI T&Cs

## San Juan County UT Sheriff's Office

4. Organization Cooperation. Organization shall cooperate and make its facilities, information, data and equipment available to AARMS in a timely manner for completion of Services. If Organization requires any security or authorization procedures for AARMS employees or contractors to access its facilities, systems and/or equipment, then Organization shall perform such procedures and provide necessary passes or otherwise for AARMS access. Organization is solely responsible for securing its property, systems, equipment, facilities, personnel and guests which includes approving and managing appropriate and approved content related to audits entered into AARMS by its users. It is the responsibility of the Organization to redact any information such as financials, credit card info, social security numbers of officers, staff and inmates and other data which would be deemed of a personal, sensitive nature.

5. Payment. Unless otherwise agreed in writing between AARMS and Organization, terms of payment for services rendered by AARMS are net fifteen (15) days from date of invoice. AARMS may require a completed credit application at its option. Seller shall not be required to make any shipment or render any services unless payment is made consistent with any terms AARMS has required for this order or any other orders from Organization. Unless otherwise agreed to by AARMS, all payments hereunder shall be in U.S. dollars. Any amounts owing hereunder and not paid when due shall bear interest at a rate of 1 ½% per month, which is an annual percentage rate of 18% per annum, applied to the adjusted previous balance from and after the due date thereof. Failure to pay any amount owing in full on the terms specified herein shall void all discounts given. Organization shall pay all of AARMS's costs and expenses (including attorneys' fees, court costs and other collections costs) incurred to collect any amounts owing Seller. Seller reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.

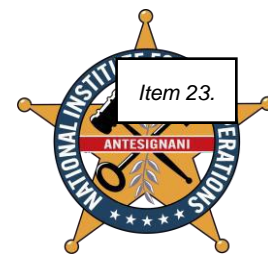
6. Taxes. Organization shall be responsible for all taxes, duties or fees levied by any government authority required as determined by its taxable or tax-exempt status as a result of the Products or Services hereunder, excluding AARMS's income taxes.

7. Relationship. AARMS's relationship with Organization shall be that of an independent contractor and nothing in these Terms and Conditions can or should be construed to create a partnership, joint venture, agency or employer-employee relationship.

8. Confidentiality. Neither party shall disclose or use for any purpose except as outlined hereunder including without limitation (i) the financial terms between the parties; (ii) the technology, ideas, formulae, know how, documentation, procedures, algorithms and trade secrets embodied in the Services, technical documentation, solution methodology (e.g. forecasting and optimization techniques), user manuals and other deliverables, (iii) Organization business or marketing data;

# PROPOSAL & TERMS

San Juan County UT Sheriff's Office



and/or (iv) any other information, whether in written or magnetic media, that is identified as confidential; except such information becomes available to the public other than as a result of a disclosure by NIJO (a) is required to be disclosed pursuant to an applicable law or by order of any court or governmental agency; or (b) is independently developed by Organization or other party without utilization or reference to confidential information contained within Services.

9. Intellectual Property. AARMS, NIJO, and its licensors retain and reserve exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in the Services, including any derivative works, modifications, customizations, updates, or enhancements and AARMS grants Organization a limited non-exclusive license to use such rights for the purposes expressly written within this Agreement.

10. Termination and Term. Either party may terminate the agreement by providing the other party thirty (30) day written notice. If termination has been requested by the Organization, it is agreed the Organization will pay in full the total cost of implementation as agreed this contract, if this amount has not already been paid in full. Organization agrees that any termination of access to the Service under any provision of this agreement may be effected sixty (60) days after receipt of written notice, and acknowledge and agree that AARMS may immediately deactivate or delete their accounts and/or bar any further access to such files or the Service. It is agreed AARMS will maintain and manage administrative access rights once notice is served for termination by either party. Upon a scheduled termination of this contract, Organization's data within the system is provided to Organization via the system's standard reports in csv format. Users can extract core audit information using the standard reports at any time. If requested, custom data extraction is provided at a labor rate of \$125 per hour plus media and or line charges for data transfer as requested by individual counties. If AARMS terminates the contract, custom data extraction will be provided at a labor rate of \$85 per hour for up to 120 days of the termination notice date.

11. Force Majeure. Either party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, weather, utility, network, or telecommunications outages, unrest or riot, strikes any action of a governmental entity; terrorist events, etc. provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such matter.

12. Services Warranty. AARMS shall perform Services at or above industry standards and Services shall substantially conform to such standards. AARMS's services and equipment are provided "as is" without any warranty whatsoever. Organization recognizes that the as is clause of this agreement is



# Updated LBJI T&Cs

## San Juan County UT Sheriff's Office

Item 23.

an important part of the basis of this agreement, without which AARMS would not have agreed to enter this agreement. AARMS disclaims all other warranties, express, implied, or statutory, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and noninfringement, with regard to the services and equipment. No representation or other affirmation of fact regarding the services or equipment shall be deemed a warranty for any purpose or give rise to any liability of AARMS whatsoever. Organization acknowledges that it has relied on no warranties other than the express warranty in this agreement.

13. Limitation of Liability. AARMS shall not be liable to organization or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost profits, revenue or savings, loss of goodwill, or the loss of use of any data, even if AARMS had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall AARMS's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid to AARMS under this agreement. Organization acknowledges that the fees paid by it reflect the allocation of risk set forth in this agreement and that AARMS would not enter into this agreement without these limitations on its liability. Organization acknowledges any information entered or saved in the system by organization's employees or representatives is voluntarily done by the organization, taking full responsibility to redact any information that may be considered private and sensitive in nature.

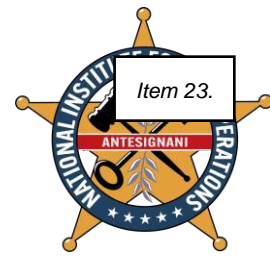
14. Indemnification. Organization agrees to defend, indemnify and hold AARMS harmless from and against all damages, costs and expenses, including attorney's fees, from all litigation and claims, including, but not limited to, copyright and patent infringement, violation of third party's rights, trespass, product liability, property damage claims or claims for bodily injury or death, related to or arising from the Equipment or AARMS's performance of the Services. It is agreed that AARMS, at its option, may be represented by counsel of its own choice in any such proceeding and that Organization shall be promptly notified of any such claims.

15. Non-Solicitation. Each of the parties hereto agrees that, while AARMS' Services are being performed, and for a period of one hundred eighty (180) days following the termination of this Agreement, neither party will, except with the other party's prior written approval, solicit or offer employment to the other party's employees.

16. Miscellaneous. This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Utah without regard to principles of conflict of laws. For the purpose of this Agreement, both parties consent to the personal jurisdiction of the state and federal courts located in the State of Utah. If any provision of Terms and Conditions is prohibited by law or

# PROPOSAL & TERMS

San Juan County UT Sheriff's Office



held to be unenforceable, the remaining provisions hereof shall not be affected, and these Terms and Conditions shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. Any waiver of a provision of these Terms and Conditions must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous agreement between the parties relating to the performance of work under a Work Order.



# Updated LBJI T&Cs

San Juan County UT Sheriff's Office

Item 23.

## ACKNOWLEDGEMENT AND AGREEMENT BY ORGANIZATION

San Juan County UT Sheriff's Office Representative Acceptance of Proposal and Terms and Conditions

Printed Name	Title
Signature	Date

NIJO/AARMS Representative

Printed Name	Title
Melissa Bjergo	Director of Agency Development
Signature	Date

San Juan County Sheriff's Office	Services In this Agreement	Implementation Cost	Annual Cost
DACOTA Annual Training Per Officer/Active User License	N	\$0	\$0
Academy of Basic Corrections (ABC)	N	\$0	\$0
Legal Based Jail Information for Utah	Yes	Waived	<del>\$ 2,760*</del> \$2,484*
Policy and Procedure Storage and System Maint.	N	\$0	NA
Customized Live On-site Training	N	\$0	\$0
NIJO Professional Certification	N	\$0	\$0
NIJO Accreditation (Utah specific)	N	\$0	\$5,750

\* Utah Counties entering into a service agreement with NIJO for the Utah Legal-Based Jail Information will receive a 10% discount of their annual cost if the service agreement is entered into by April 30, 2025.



## SAN JUAN COUNTY COMMISSION

Item 24.

Silvia Stubbs	Chair
Lori Maughan	Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	Administrator

April 29, 2025

San Juan County School District  
200 North Main Street  
Blanding, Utah 84511

Dear School District Board Members

The purpose of this letter is to convey San Juan County's ("County") Lease position to the Navajo Nation Fire & Rescue operations ("Nation") at Monument Valley and Montezuma Creek.

In October 1992, the County entered into an agreement with the Nation to provide equipment, training, and voluntary personnel for the purpose of fire and rescue services in the referenced locations.

The building in Monument Valley is owned by San Juan County, where half of the construction for the building was funded by the Navajo Nation and half by the County. The land on which the building sits is owned by the San Juan County School District ("District"). The County leases this land from the District which was executed and effective as of June 20, 2006.

The building in Montezuma Creek is owned by the County. The land on which the building sits is owned by the Navajo Nation. Use of this land is part of the agreement between the County and Nation for fire and rescue services.

The value of all equipment (trucks, apparel, gear, misc. items) is estimated to be around \$90,000. The cost to the County annually is approximately \$3,500.

Recently there have been discussions between the Nation and the County where the Nation would like to take over operations of fire and rescue within the Navajo Nation relieving the County of its operations for fire and rescue response in these two locations. This would include the County terminating its lease with the District relating to the land on which the fire station sits in Monument Valley and its agreement with the Nation relating to the land on which the fire station sits in Montezuma Creek or reassigning the leases to the Nation. It would also include relinquishing all equipment associated with fire and rescue over to the Nation at no additional costs.

The financial impact to the County is believed to be cost-neutral, meaning the cost to provide these services and participate in fire and rescue is roughly equal to the value of the County's interest in the equipment and buildings. Additionally, the County feels there is value to the

service area and the citizens living within the Navajo Nation tribal land boundary within San Juan County.

Based on the above considerations, the County recommends that in exchange for the Nation's willingness to take full responsibility for fire and rescue services, the County relinquish all interest in the equipment, buildings, and leases.

Sincerely,

---

Silvia Stubbs  
Commission Chair

RECORDED, SAN JUAN COUNTY, UTAH

## NOTICE

1992 OCT 13 AM 10:04

The State of Utah, by and through the Division of State Lands and Forestry, hereby gives notices that the tracts of land described below are subject to a reversionary interest held by the Division of State Lands and Forestry as required by law. These lands were sold pursuant to Section 65A-7-4 Utah Code Annotated as amended and Division rules.

Accordingly, the interest of the Division's grantee(s) is subject to the following reversionary interest of the State of Utah:

The estate of the purchaser in all of the described lands so sold shall endure only for so long as the lands are used for a public purpose and, upon failure of such use, shall revert to the Division of State Lands and Forestry.

The subject tracts of land are described as follows:

## SAN JUAN COUNTY

## Tract 1:

Township 27 South, Range 19 East, SLB&M

Section 16: All

Containing 640.00 acres, more or less, as referenced in Patent 17912.

## Tract 2:

Township 43 South, Range 16 East, SLB&M

Section 32: Two tracts of land, described as follows:

/ Tract 1: Beginning at a point on the West line of Section 32, Township 43 South, Range 16 East, SLB&M, which is South 0°07'20" East 1,788.816 feet from the Northwest corner of said Section 32, said point of beginning also being North 89°56' East (basis of bearing) along the 215th mile of the Utah-Arizona boundary line 1,183.004 feet and North 0.07'20" West along said West line of Section 32, 3,436.340 feet from Mile Post 214, said point of beginning being located 75.00 feet Southwesterly from the centerline of an existing oiled road; running thence South 71°52'45" East 446.808 feet to a point that is 75.00 feet Southwesterly from said centerline; thence South 68°43'55" East 219.090 feet to a point that is 75.00 feet Southwesterly from said centerline; thence South 60°09'20" East 220.242 feet to a point that is 75.00 feet Southwesterly from said centerline; thence South 52°01'01" East 330.244 feet to a point that is 75.00 feet Southwesterly from said centerline;

State of Utah  
Dept. of Natural Resources  
Division of State Lands and Forestry  
Att'n: Diane Durrant  
355 West North Temple  
3 Triad Center - Suite 400  
Salt Lake City, Utah 84180

Entry No.	1003650		
Recorded	10-13-92	At 10:04 AM	By 727 Pg 33
Fee Paid	Lousa L. Jones		
	Recorder, San Juan County		
No Fee By	B. Rogers Deputy		

MV

ABSTRACTED

REVERSIONARY NOTICE  
San Juan County  
Page Two

thence South 48°31'46" East 1,141.078 feet to a point that is 75.00 feet Southwesterly from said centerline and on the Westerly right-of-way line of State Highway No. 163; thence South 17°12'29" West along said Westerly right-of-way line to and beyond a right-of-way marker at Highway Station 20+00, a distance of 965.770 feet; thence North 72°47'31" West 1,722.935 feet to a point on the West line of said Section 32; thence North 0°07'20" West along said West line 1,699.768 feet to the point of beginning, containing 62.263 acres.

/Tract 2: Beginning at a point on the East line of State Highway No. 163, said point of beginning being North 89°56' East 1,419.685 feet and North 17°12'29" West 451.626 feet from the Southwest corner of Section 32, Township 43 South, Range 16 East, SLB&M; thence North 17°12'29" East along the Easterly line of State Highway No. 163, 1,728.00 feet; thence South 68°52'05" East 792.651 feet; thence South 35°34'39" West 1,763.625 feet; thence North 72°47'31" West 235.00 feet to the point of beginning, containing 20.2 acres.

ABSTRACTED

Containing 82.463 acres, more or less, as referenced in Patent No. 17913 and the Quit Claim Deeds of Exchange No. 176.

Tract 3:

Township 27 South, Range 19 East, SLB&M

✓Section 32: All

✓Section 36: All

Containing 1,280.00 acres, more or less, as referenced in Patent 17949.

Tract 4:

Township 27 South, Range 19 East, SLB&M

✓Section 2: All

Containing 693.36 acres, more or less, as referenced in Patent No. 17950.

**EVERSIONARY NOTICE**  
**an Juan County**  
**age Three**

**Tract 5:**

Township 36 South, Range 22 East, SLB&M

/Section 16: Lot 1, NW  $\frac{1}{4}$ NE  $\frac{1}{4}$

Containing 79.65 acres, more or less, as referenced in Patent No. 18102.

**Tract 6:**

Township 40 South, Range 24 East, SLB&M

/Beginning at a point on the center line of Section 32, which point is 1183.2 ft. North from the South Quarter Corner of Section 32, thence running South 68°59' East 1416.78 ft. to the 40 acre line, thence North along the 40 acre line 1183.44 ft., thence West 1320 ft. to the center line of Section 32, thence South along the center line of Section 32, 667.8 ft., to the point of beginning.

Containing 28.03 acres, more or less, as referenced in Patent No. 18508.

**Tract 7:**

Township 40 South, Range 24 East, SLB&M

/Beginning at the South quarter corner of Section 32, thence running North 220 feet; thence East 759 feet, thence North 305 feet to the Right of Way Boundary of Highway No. 262, thence South 68°59' East, along said Right of Way 186.3 feet, thence South 460 feet, thence West 939 feet, to the point of beginning.

Containing 5.8 acres, more or less, as referenced in Patent No. 18526.

**Tract 8:**

Township 40 South, Range 24 East, SLB&M

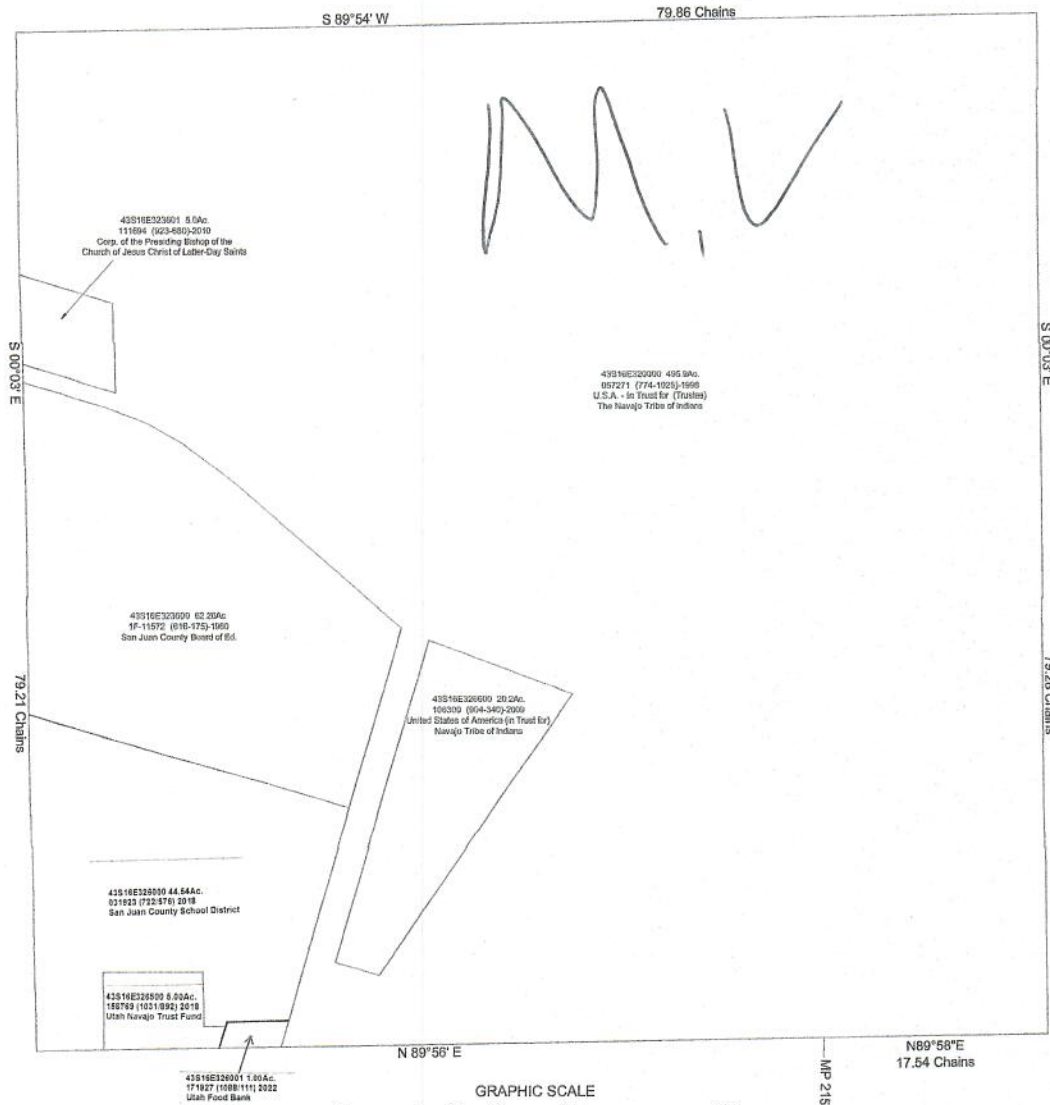
/Beginning at a point which is South 1°10'34" West 1323.46 feet from the Northwest corner of Section 32, Township 40 South, Range 24 East, SLB&M, thence S 89°44'46" E 750.00 feet, thence S 1°06'13" W 1322.64 feet to the south boundary line of the Southwest Quarter of the Northwest Quarter of said Section 32, thence N 89°47'04" W 750.00 feet to the West Quarter corner of said Section

ABSTRACTED

M C

# SAN JUAN COUNTY, UTAH

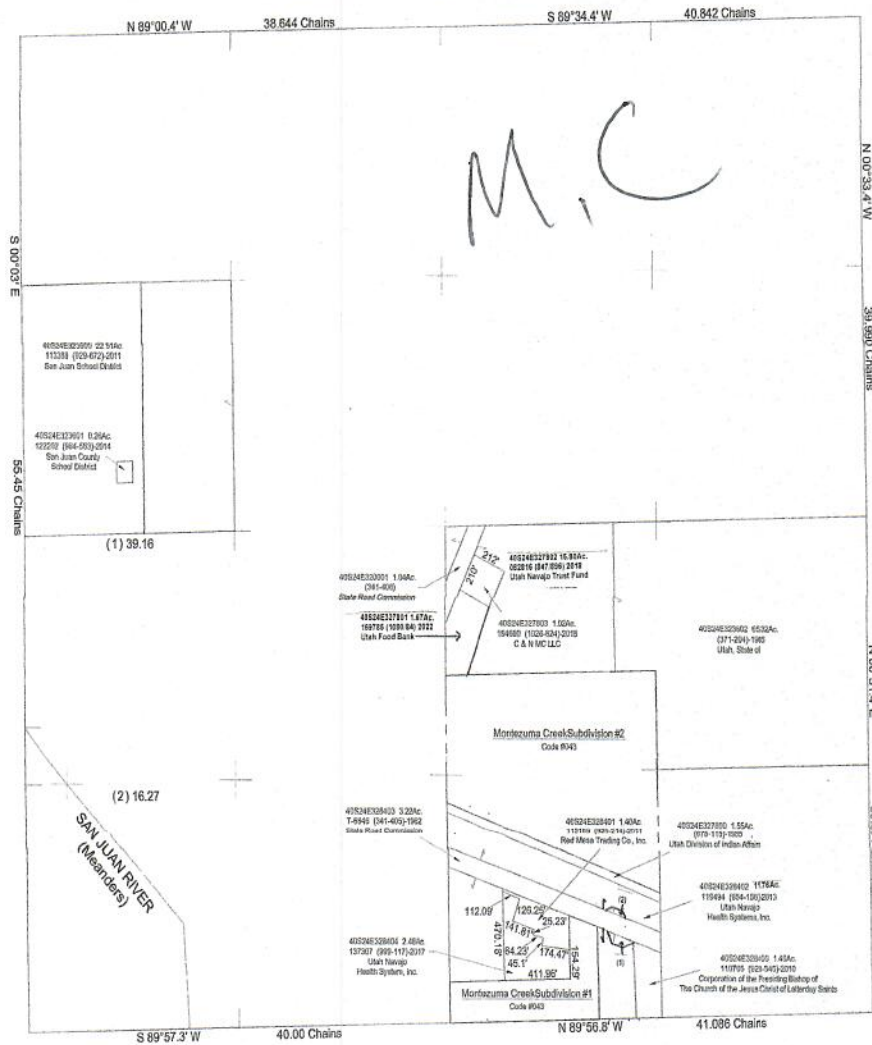
## SECTION 32, T43S, R16E, SALT LAKE MERIDIAN, UTAH



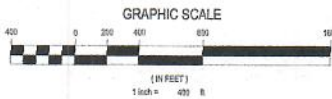
This plot was created pursuant to Utah Code Annotated 1993, as amended, section 17-21-21 solely for the purposes set forth therein and is based upon information provided by recorded deeds. San Juan County assumes no liability for errors, omissions, variations, gaps or overlaps.

# SAN JUAN COUNTY, UTAH

SECTION 32, T40S, R24E, SALT LAKE MERIDIAN, UTAH



This plat was created pursuant to Utah Code Annotated 1993, as amended, sections 17-21-01 solely for the purposes set forth therein and is based upon information provided by record deeds. San Juan County assumes no liability for errors, omissions, variations, gaps or overlaps.



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Garner, Martha &lt;mgarner@sanjuancounty.org&gt;

**(no subject)**

2 messages

**Gallegos, David** <dgallegos@sanjuancounty.org>

Mon, Jul 15, 2024 at 8:18 AM

To: Martha Garner &lt;mgarner@sanjuancounty.org&gt;

Good Morning Martha

Wondering if you could find out for me how Much is the value for the buildings at Montezuma Creek and Monument Valley according to our Insurance and every piece of equipment we have there at Both Stations Please and Thank You.

--

David Gallegos  
San Juan County Fire Chief  
Phone: 435-587-3225  
Fax: 435-587-2447  
Cell: 435-459-1808  
dgallegos@sanjuancounty.org  
Po Box 9 Monticello, Utah 84535

**Garner, Martha** <mgarner@sanjuancounty.org>

Mon, Jul 15, 2024 at 8:40 AM

To: "Gallegos, David" &lt;dgallegos@sanjuancounty.org&gt;

I will see what I can find out.

[Quoted text hidden]

*Cash Value*

M. Valley - #29 - \$40,000.00 1995 GMC Pickup w/Slide in fire unit  
#46 - 2000 Freightliner Fire engine 2000 \$125,000.00  
#246 - 1991 GMC FIRE, Water Truck Auto Car \$45,000.00  
#1931 2015 Ford F-550 4x4 Crew Cab 188,002.00

Total = 450,358.00

*Montezuma Creek*

#40 - 1992 Ford F250 Super cab w/Slide in fire unit \$6,000.00  
#53 - 1987 GMC Pumper Fire Engine \$50,000.00  
#247 - 1991 GMC Fire Water Truck Auto Car \$45,000.00  
#917 2003 Ford E1 Jack Rabbit Fire Truck \$75,000.00  
#930 2015 Ford F550 4x4 Crew Cab \$188,208.00

Total = 364,000.00



## STAFF REPORT

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**MEETING DATE:** May 6, 2025

**ITEM TITLE, PRESENTER:** Election Equipment Purchase - Presented by Lyman W. Duncan, Clerk

**RECOMMENDATION:** To Approve

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### SUMMARY

The state of Utah has offered full reimbursement for the purchase of nine (9) KnowInk Poll iPads. Due to their age, the current iPads will “sunset” and cease to function by December 2025.

### HISTORY/PAST ACTION

### FISCAL IMPACT

State approved \$4,950 and the purchase price is \$4,612.50

KNOWINK, LLC.  
460 N Lindbergh Blvd  
Saint Louis, MO 63141  
+13149141345  
<http://knowink.com>

Estimate



Item 25.

ADDRESS
John David Nielson San Juan County UT Elections 117 South Main St Monticello, UT 84535

ESTIMATE #	DATE	
10558	04/04/2025	

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	iPad 11th Gen Wifi 128GB - Silver		9	340.00	3,060.00
	Poll Pad Sled		9	17.50	157.50
	Case Foaming		9	85.00	765.00
	Shipping and Configuration Fee		9	70.00	630.00

SUBTOTAL	4,612.50
TAX	0.00
TOTAL	USD 4,612.50

Accepted By

Accepted Date

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three-year agreement. The term will begin effective on the equipment acceptance. All Poll Pad software comes with the standard (12) twelve-month warranty. All quotes are valid for thirty (30) days from the date of quotation.

Dear Ms. Stubbs, Commission Chair;

Item 26.

I am a contractor supporting the U.S. Board on Geographic Names (BGN). I'm reaching out regarding two proposals submitted to the BGN to make official the locally used names "**Bucks Balancing Rock**" and "**Mammoth Arch**" for two rock formations located along Beef Basin Road in San Juan County, Utah.

The BGN reviews naming proposals submitted by individuals, organizations, and government entities. Each proposal is reviewed according to established naming principles and includes outreach to local, Tribal, state, and federal stakeholders.

These proposed names refer to a 100-foot-tall pillar and a 140-foot-tall arch, respectively, situated approximately 0.1 miles apart on Bureau of Land Management land within Bears Ears National Monument. According to the proponent, the names have been used by local outdoor groups for over fifty years. The formations lie approximately 1.7 miles northeast of House Park Butte.

- **Bucks Balancing Rock** may reference the historical presence of buck deer in the area. It is described as a prominent, delicately balanced sandstone formation, comparable to features found in Arches National Park.
- **Mammoth Arch** is a descriptive name inspired by the feature's resemblance to a mammoth. The proponent notes that a similar name, "Elephant Arch," is already in use elsewhere in Utah, and that this arch rivals the size and scenic value of more widely known formations.

We welcome any comments or input your offices may wish to provide regarding the proposed name, especially if federal recognition of the name is needed. Please note that the U.S. Board on Geographic Names does not prescribe how local governments must arrive at a decision or position on a naming proposal.

For your convenience, I've attached the proposal case packet along with a recommendation form that may be used to submit your response. The Utah Committee on Geographic Names, copied, and the Bureau of Land Management will also be reviewing the proposals.

Thank you for your time and consideration.

Best regards,

Shelby Bourquein

Geographic Research Analyst | Toponymist

Contractor supporting [U.S. BGN](#) | [DNC](#)

Xcellent Technology Solutions, Inc.

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**U.S. BOARD ON GEOGRAPHIC NAMES (BGN)**  
**GEOGRAPHIC NAME PROPOSAL RECOMMENDATION**

Proposed name:

Current official name: (as listed in the Geographic Names Information System, if applicable)

Name, title, and contact info of individual or organization submitting this form:

**Nature of submission:**

- ☐ I am submitting this recommendation as an individual
- ☐ I am submitting this recommendation on behalf of an organization/municipality
  - ☐ with formal approval (e.g., a vote, signed resolution, etc.)
  - ☐ informally (e.g., general consensus, staff review, etc.)

**Recommends that the U.S. Board on Geographic Names (please select one):**

- ☐ Approve the proposed name
- ☐ Reject the proposed name
- ☐ No opinion
- ☐ No objection
- ☐ Other (please elaborate below)

**Comments** (Use this section to explain your reasoning and include any relevant historical, cultural, or community input. You may also attach or link supporting documentation such as meeting minutes, vote records, or recordings.) Comments are encouraged regardless of recommendation type:

**Return to:** U.S. Board on Geographic Names (either email or physical mail is acceptable)  
[BGNEXEC@usgs.gov](mailto:BGNEXEC@usgs.gov) and/or the staff who forwarded the request

12201 Sunrise Valley Drive Mail Stop 523  
Reston, VA 20192-0523



**U.S. BOARD ON GEOGRAPHIC NAMES (BGN)**  
**GEOGRAPHIC NAME PROPOSAL RECOMMENDATION**

Proposed name:

Current official name: (as listed in the Geographic Names Information System, if applicable)

Name, title, and contact info of individual or organization submitting this form:

**Nature of submission:**

- ☐ I am submitting this recommendation as an individual
- ☐ I am submitting this recommendation on behalf of an organization/municipality
  - ☐ with formal approval (e.g., a vote, signed resolution, etc.)
  - ☐ informally (e.g., general consensus, staff review, etc.)

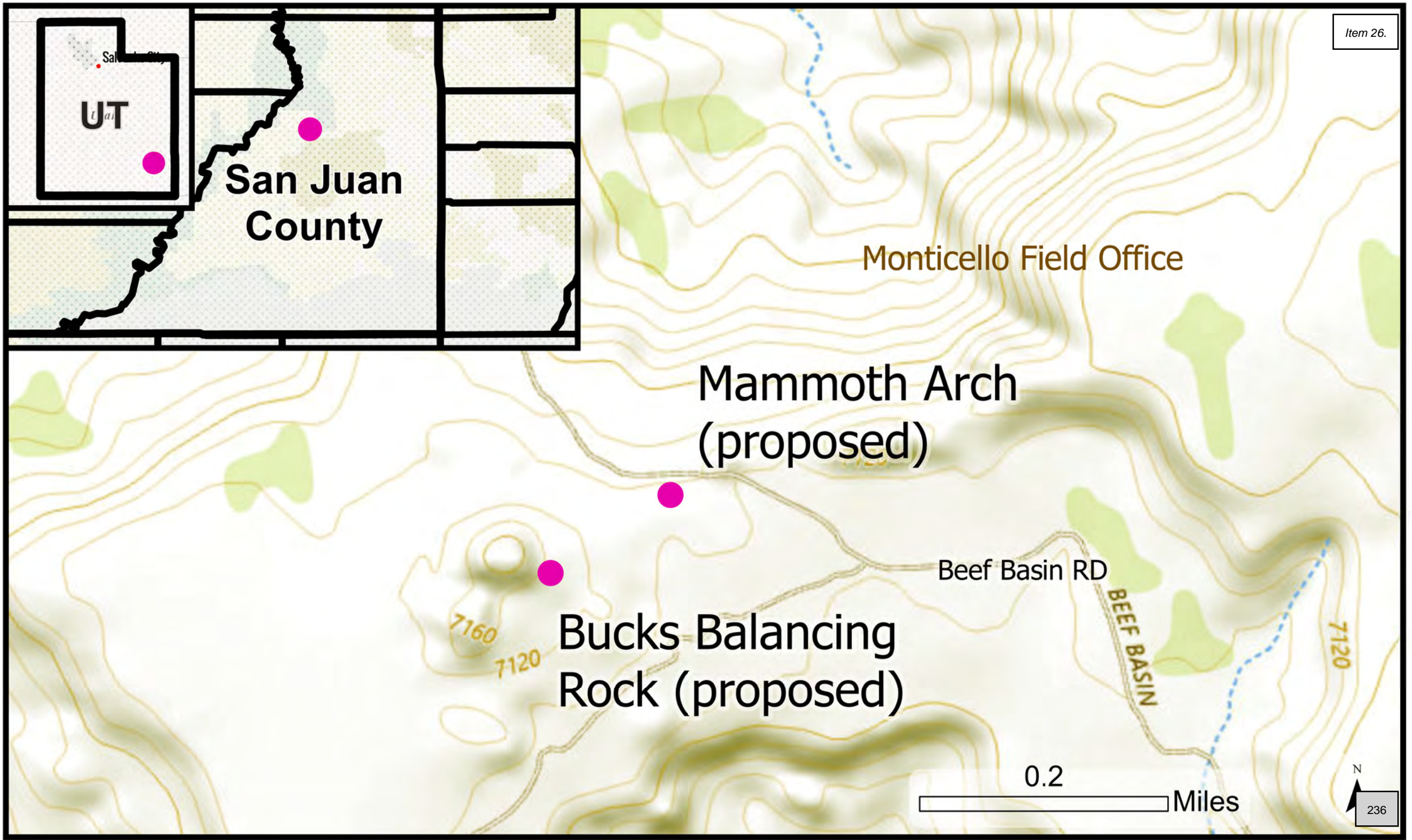
**Recommends that the U.S. Board on Geographic Names (please select one):**

- ☐ Approve the proposed name
- ☐ Reject the proposed name
- ☐ No opinion
- ☐ No objection
- ☐ Other (please elaborate below)

**Comments** (Use this section to explain your reasoning and include any relevant historical, cultural, or community input. You may also attach or link supporting documentation such as meeting minutes, vote records, or recordings.) Comments are encouraged regardless of recommendation type:

**Return to:** U.S. Board on Geographic Names (either email or physical mail is acceptable)  
[BGNEXEC@usgs.gov](mailto:BGNEXEC@usgs.gov) and/or the staff who forwarded the request

12201 Sunrise Valley Drive Mail Stop 523  
Reston, VA 20192-0523



UT

San Juan  
County

Monticello Field Office

Mammoth Arch  
(proposed)

Bucks Balancing  
Rock (proposed)

Beef Basin RD

BEEF BASIN

0.2

Miles

N

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## **New names Bucks Balancing Rock and Mammoth Arch**

### **Proposal Information**

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Proposal type	make official names in local use
Proponent	Randy Cowdin; Washington, UT
Date proposed	1/8/2025
BGN case number	6450, 6451
Quarterly Review List	459
USGS primary topo map	House Park Butte 1:24,000
State(s)	Utah
County(s)	San Juan County
PLSS	Sec 61, T32S, R19E, Salt Lake Base and Meridian
Land ownership	Bureau of Land Management land / Bears Ears National Monument

### **BGN decisions**

None

### **Other Names**

Unpublished names: None found

Published names: None found

The names Mammoth Arch and Bucks Balancing Rock are proposed for an arch and a pillar, respectively, located in San Juan County along Beef Basin Road. The features are on Bureau of Land Management land within Bears Ears National Monument. The formations are situated approximately 200 to 400 feet apart, with Mammoth Arch lying furthest to the northeast and closest to the road. According to the proponent, both names have been in local use for over fifty years.

## **Bucks Balancing Rock**

### **Feature Details**

---

Primary coordinates	37.9720288, -109.8310089
Feature class	pillar
Feature size	100 ft. high
Feature description	0.1 mi. SW of Bucks Balancing Rock (q.v.), 1.7 mi. NE of House Park Butte
Name history	local name that may refer to buck deer that frequent the area

### **Case Summary**

This proposal is to make official the local name Bucks Balancing Rock for an approximately 100-foot-tall pillar approximately 0.1 miles southwest of Mammoth Arch (q.v.). The proponent states:

. . . These names have been passed down to our exploration group for over 50 years. The origin [of the name] is unknown. It is rumored to be where buck deer were historically found.

The [rock] is a large balancing feature delicately standing as a lone sentinel in the sandstone hilly area. It rivals the famous Balancing Rock in Arches National Monument near Moab, Utah. It will readily become a famous off-road photo shoot destination along with the “Mammoth Arch” nearby.

The significance and a relatively unknown feature in addition to nearby Ruin Park will provide the public additional opportunities that they did not know existed. It does not have any special historical importance that I am aware of.

The feature is very bit as impressive as some of the balancing rock features in Arches National Park, near Moab, Utah. The public would appreciate knowing of its existence and beauty so they can visit before it deteriorates, or disappears like some of the fallen balancing rocks. (In early February, 1976, there were days when no one drove through the park. So we aren’t sure when “Chip Off The Old Block” collapsed.)

## Mammoth Arch

### Feature Details

Primary coordinates	37.9727435, -109.8296075
Feature class	arch
Feature size	~140 ft. high
Feature description	0.1 mi. NE of Bucks Balancing Rock (q.v.), 1.7 mi. NE of House Park Butte
Name history	local descriptive name referencing the shape of the arch

### Case Summary

This proposal is to make official the local name Mammoth Arch for an approximately 140-foot-tall arch adjacent to Beef Basin Road, approximately 0.1 miles northeast of Bucks Balancing Rock (q.v.). The proponent states:

. . . These names have been passed down to our exploration group for over 50 years. The origin is unknown.

The appearance. . . resembles a stout “Mammoth”, rather than an “Elephant”, (Which name “Elephant Arch”, has already in use in Washington County, Utah)

The name is appropriate with the appearance as you can see from the photos, is a large arch feature standing as a lone sentinel in the sandstone hilly area. It rivals the famous arches in Arches National Monument near Moab, Utah. It will readily become a famous off-road photo shoot destination along with the “Bucks Balancing Rock” formation nearby.

The significance and a relatively unknown feature in addition to nearby Ruin Park will provide the public additional opportunities that they did not know existed. It does not have any special historical importance that I am aware of.

The feature is every bit as impressive as some of the arches in Arches National Park, and Elephant Arch in Washington County, Utah. The public would appreciate knowing of its existence and beauty so they can visit before it deteriorates, or disappears like some of the fallen arches, (“Wall Arch” in 2008, Devils Garden, Utah).

### Stakeholder Input

Local government	San Juan County Board of Commissioners	
State Names Authority	Utah Committee on Geographic Names	
Federal Agency	Bureau of Land Management	
Federally Recognized Tribes	All federally recognized Tribes contacted under Policy X	



37.97210 -109.83090 "Bucks Balancing Rock"

"Mammoth Arch"



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# THE BOARD ON GEOGRAPHIC NAMES DOMESTIC NAMES COMMITTEE PROPOSAL FORM

---

This document is for those interested in proposing:

1. **A new name for a currently unnamed geographic feature, or**
2. **A change to an existing name, spelling, or where a name is applied.**

By submitting this form, the proponent acknowledges the BGN Policies and agrees to work with BGN staff regarding their proposal.



VERSION 2.0.2  
BOARD ON GEOGRAPHIC NAMES DOMESTIC NAMES COMMITTEE

# Domestic Geographic Name Proposal Form

Item 26.

The U.S. Board on Geographic Names (BGN) is responsible for standardizing the names of geographic features within the 50 States and in other areas under the sovereignty of the United States. The BGN retains the legal authority to promulgate all official names and locations of natural features (e.g. mountains, rivers, valleys), as well as canals, channels, reservoirs, and other select feature types.

This form is to propose a new name or name, spelling, or application change for a geographic feature for Federal use. A proponent should carefully review the proposal prior to submission to ensure that it is consistent with the BGN policies. Please note all fields with a red outline are required prior to submitting this form.

The proponent should also be aware that the entire proposal—including personal identifying information and any associated correspondence—is in the public domain and may be made publicly available at any time.

Submit Proposal:

1. Download and email this form and supporting documentation to:

BGNEXEC@usgs.gov

OR 2. Send by mail to:

U.S. BGN Executive Secretary, Domestic Names  
12201 Sunrise Valley Drive, MS-523  
Reston, VA 20192

Contact Us:

BGNEXEC@usgs.gov

i. Save PDF using this format:

'State\_GeographicNameProposed'

ii. Email Subject: ST\_GeographicName

*Please note that anything submitted by mail will be delayed.*

## Naming Basics

Proposed Name:

Bucks Balancing Rock

Is this to change an existing name? ☐ Y ☒ N

*If yes, please provide the official name and Feature ID as it appears in the Geographic Names Information System (GNIS).*

Is this name in current local use? ☒ Y ☐ N

What is the Feature Type?

Pillar

GNIS Name:

GNIS ID:

## Location Basics



Where is the feature?

Latitude: 37.97210 (38.94741)

Longitude: -109.83090 (-77.36839)



For Linear Features (e.g. stream or valley):

Mouth/Confluence

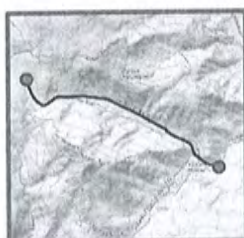
Latitude: (38.94741)

Longitude: (-77.36839)

Source/Headwater

Latitude: (38.94741)

Longitude: (-77.36839)



*General Location:*

State: Utah

County: San Juan

City/Town/  
Township/  
Borough: Monticello Area

*Public Land Survey System:*

*Section(s), Township, Range, Meridian*

Section 28, Township 32 South,  
Range 19 East, Salt Lake Base and  
Meridian, State of Utah.

## Feature Description

Item 26.

*Physical shape, length, width, etc. (Maps can be submitted separately by email)*

"Bucks Balancing Rock", is a medium sized natural sandstone pillar that is a balancing rock feature near Beef Basin, a rather remote area in Utah that is just south of the Needles District of Canyon Lands National Park, and according to at least one map within the boundary of Bears Ears National Monument. Utah, United States. The balancing rock out-cropping, is only about 360 feet from Road #104 of the Beef Basin Road, Utah. (Photo Attached)

The "Bucks Balancing Rock", is only about 200 feet away from "Mammoth Arch" which is a very impressive formation on its own, located on the same road. These names have been passed down to our exploration group for over 50 years. The origin is unknown, but it is believed to have been passed down from the early inhabitants.

The area is divided into six main sections: House Park, Middle Park, Ruin Park, Beef Basin Wash, Beef Basin and Ruin Canyon. Beef Basin's main attraction is its dense population of ruins that mainly include pueblo style structures, cliff dwellings and rock shelters.

At one time the Beef Basin area was better visited and its roads were in better condition. At present the roads in Ruin Park are still in pretty good shape and can be driven with 2wd vehicles although 4wd is highly recommended for accessing the area. Currently the north side of the Beef Basin Loop is so washed out that it is barely passable in places with 4wd. Beef Basin Wash and Ruin Canyon are both overgrown with brush and require 4wd.

## Name Details

### Name information:

*Please provide relevant information about the proposed name, such as origin, meaning, how long it has been in current use, as well as current or historical significance. Also include why you believe the feature requires a name or name change and why the proposed name is appropriate. Describe any documents that you will be submitting (separately by email) to support your proposal.*

The "Bucks Balancing Rock", is only about 200 feet away from "Mammoth Arch" which is a very impressive formation on its own, located on the same road. These names have been passed down to our exploration group for over 50 years. The origin is unknown. It is rumored to be where buck deer were historically found.

The name is appropriate with the appearance as you can see from the photos, is a large balancing feature delicately standing as a lone sentinel in the sandstone hilly area. It rivals the famous Balancing Rock in Arches National Monument near Moab, Utah. I will readily become a famous off-road photo shoot destination along with the "Mammoth Arch" nearby.

The significance and a relatively unknown feature in addition to nearby Ruin Park will provide the public additional opportunities that they did not know existed. It does not have any special historical importance that I am aware of.

The feature is every bit as impressive as some of the balancing rock features in Arches National Park, near Moab, Utah. The public would appreciate knowing of its existence and beauty so they can visit before it deteriorates, or disappears like some of the fallen balancing rocks, (In early February, 1976, there were days when no one drove through the park. So we aren't sure when "Chip Off the Old Block" collapsed.)

Please provide a list of supporting documentation, including any web links:

*Examples: Published sources showing the proposed name or letters of support (local government, historical society, etc.).*

N/A

Is the name commemorative? Does the name honor or refer to a person or persons? ☐ Y ☒ N

*Please note that the BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons. The person being honored should have had either (1) some direct or long-term association with the feature, or (2) have made a significant contribution to the area, community, or State in which it is located; or (3) have outstanding national or international recognition. The BGN discourages the use of an individual's full name except to avoid ambiguity.*

*If yes, please provide the following:*

Honoree's Date of Birth:

Honoree's Date of Death:

Short biography and significance or association with the geographic feature: *(list any additional honorees here)*

N/A

Is the feature in a Wilderness Area or Wilderness Study Area? ☐ Y ☒ N ☐ Unknown

*If yes, please provide your justification for making an exception to the Wilderness Policy:*

*Please note that the BGN will not approve new names for unnamed features within wilderness areas or wilderness study areas, unless an overriding need can be demonstrated by the proponent.*

The Bears Ears National Monument is the 12th national monument managed by the Forest Service; it is the fifth to be managed jointly by the Forest Service and BLM. Monuments generally preserve current uses of the land, including tribal access for traditional plant and firewood gathering and for ceremonial purposes, off-highway recreation on existing routes, grazing, hunting and fishing and water and utility infrastructure.

Bears Ears is a popular hunting, fishing, climbing, hiking and off-highway vehicle destination. Today, cyclists and motorists can follow the path of 19th-century Mormon pioneers along the rugged Hole in the Rock Trail. The Dark Canyon recreation area on the Manti-La Sal National Forest attracts hikers and backpackers and Elk Ridge and the Abajo Mountains draw hunters from across the world.

Is the name you are proposing intended to honor Native Americans, their language, or culture? ☐ Y ☒ N Item 26.

*If yes, to ensure that the proposed name is appropriate, the BGN strongly advises proponents to work with Tribal Leaders, Tribal Historic Preservation Officers, and/or Native American linguists or other expert(s) associated with the Tribe to determine the acceptability of the proposed name and application. Please review the BGN's Cultural Sensitivity for Native American Names guidance.*

*Proponents should also seek letters of endorsement from the governments (e.g., Tribal Councils) of any affected Tribes. Please indicate below, or in documentation submitted separately (with this proposal or any time after the proposal is submitted), any efforts to solicit Tribal input.*

## Additional Information +

Is there any local opposition or conflict with the proposed name? ☐ Y ☒ N

*If yes, please explain and describe any opposition:*

N/A

Additional notes, including any Tribal input details

N/A

## Proponent Information

*Please provide one form of contact (email preferred):*



Proponent's Name: R. Dean Cowdin

Agency or Organization, if applicable:

n/a



Email: rbutkus51@msn.com



Mailing Address: 563 South Balancing Rock Drive  
Washington, Utah, USA 84780



Phone: +1.435.879.1010



Are you completing this form for someone else?

☐ Y ☒ N

*If yes, please fill out the following:*

Completed by:

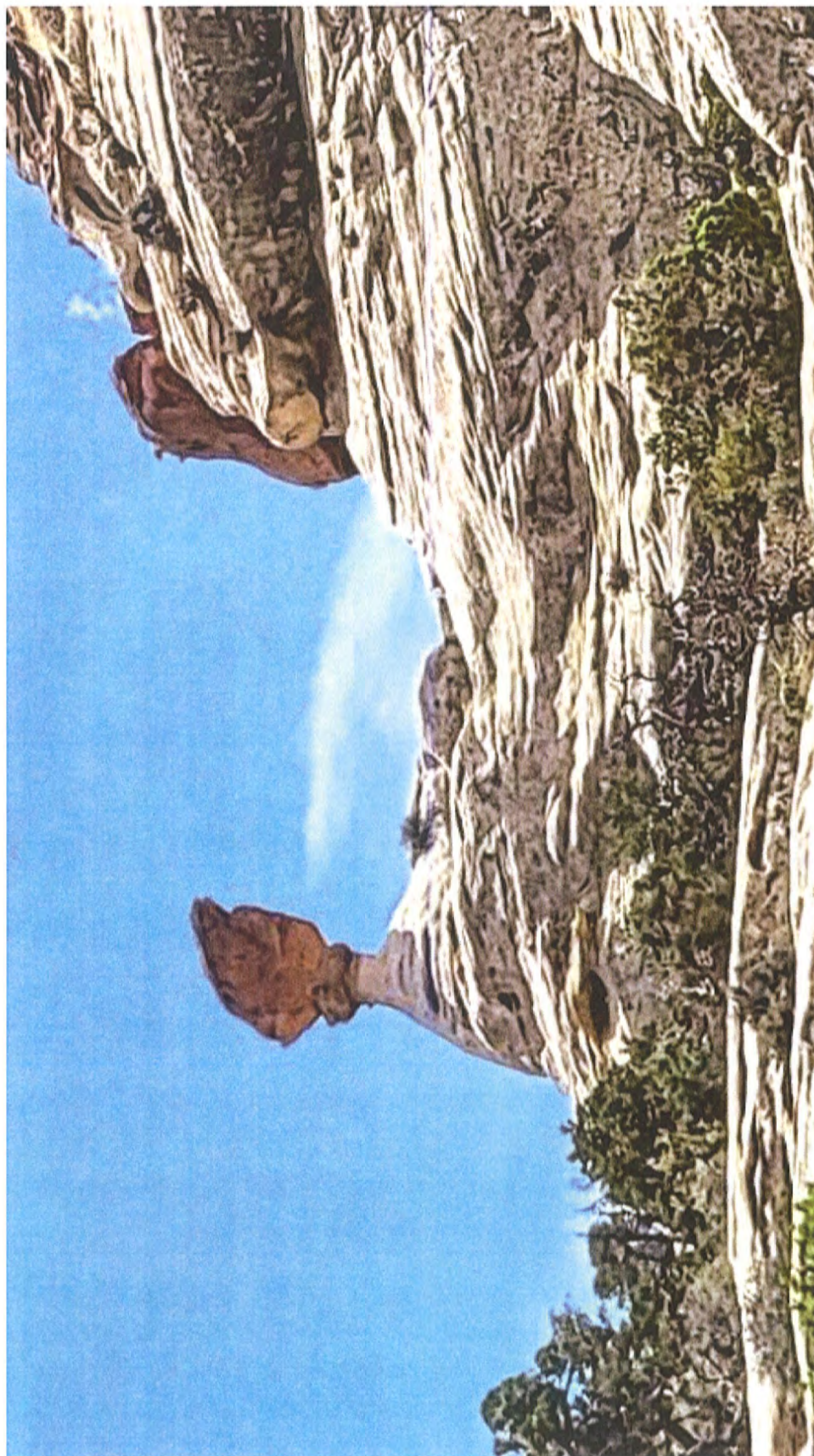
Full Name:

Email:

Mailing Address:

Phone:







v: 1.5.6

U

Stanley Spring, UT, US



BUCK'S BALANCING ROCK

361.51 ft

BALANCING ROCK (PILLAR)

Item 26.

104

BeefBasin Rd

LAT 37.9721

LONG -109.8309

251



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# THE BOARD ON GEOGRAPHIC NAMES DOMESTIC NAMES COMMITTEE PROPOSAL FORM

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This document is for those interested in proposing:

1. A new name for a currently unnamed geographic feature, or
2. A change to an existing name, spelling, or where a name is applied.

By submitting this form, the proponent acknowledges the BGN Policies and agrees to work with BGN staff regarding their proposal.



VERSION 2.0.2

BOARD ON GEOGRAPHIC NAMES DOMESTIC NAMES COMMITTEE

J. RUNYON@usgs.gov  
703-648-4550  
703-217-2762

BGNExec@usgs.gov

TNM\_HELP@usgs.gov

JENNIFER RUNYON, RESEARCH STAFF

1-888-275-8747  
✓ 392, 8545

# Domestic Geographic Name Proposal Form

Item 26.

The U.S. Board on Geographic Names (BGN) is responsible for standardizing the names of geographic features within the 50 States and in other areas under the sovereignty of the United States. The BGN retains the legal authority to promulgate all official names and locations of natural features (e.g. mountains, rivers, valleys), as well as canals, channels, reservoirs, and other select feature types.

This form is to propose a new name or name, spelling, or application change for a geographic feature for Federal use. A proponent should carefully review the proposal prior to submission to ensure that it is consistent with the BGN policies. Please note all fields with a red outline are required prior to submitting this form.

The proponent should also be aware that the entire proposal—including personal identifying information and any associated correspondence—is in the public domain and may be made publicly available at any time.

Submit  
Proposal:

1. Download and email this form and supporting documentation to:  
[BGNESEC@usgs.gov](mailto:BGNESEC@usgs.gov)

OR 2. Send by mail to:

U.S. BGN Executive Secretary, Domestic Names  
12201 Sunrise Valley Drive, MS-523  
Reston, VA 20192

Contact Us:

[BGNESEC@usgs.gov](mailto:BGNESEC@usgs.gov)

- i. Save PDF using this format:  
'State\_GeographicNameProposed'  
ii. Email Subject: ST\_GeographicName

Please note that anything submitted by mail will be delayed.

## Naming Basics

Proposed Name:

Mammoth Arch

Is this to change an existing name? ☐ Y ☒ N

If yes, please provide the official name and Feature ID as it appears in the Geographic Names Information System (GNIS).

Is this name in current local use? ☒ Y ☐ N

What is the Feature Type?

Arch

GNIS Name:

GNIS ID:

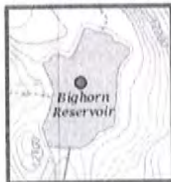
## Location Basics



Where is the feature?

Latitude: 37.97270 (38.94741)

Longitude: -109.82860 (-77.36839)



For Linear Features (e.g. stream or valley):

Mouth/Confluence

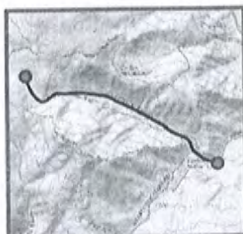
Latitude: (38.94741)

Longitude: (-77.36839)

Source/Headwater

Latitude: (38.94741)

Longitude: (-77.36839)



General Location:

State: Utah

County: San Juan

City/Town/  
Township/  
Borough: Monticello Area

Public Land Survey System:

Section(s), Township, Range, Meridian

Section 28, Township 32 South,  
Range 19 East, Salt Lake Base and  
Meridian, State of Utah.

## Feature Description

*Physical shape, length, width, etc. (Maps can be submitted separately by email)*

"Mammoth Arch" is a medium sized natural sandstone arch in the near Beef Basin, a rather remote area in Utah that is just south of the Needles District of Canyonlands National Park, and according to at least one map within the boundary of Bears Ears National Monument, Utah, United States. The arch, which resembles the shape, back and trunk and eye of an Woolly Mammoth, is only about 50 feet from Road #104 of the Beef Basin Road, Utah. (Photo Attached)

The "Mammoth Arch" is only about 200 feet away from "Bucks Balancing Rock", which is a very impressive formation on its own, located on the same road. These names have been passed down to our exploration group for over 50 years. The origin is unknown.

The area is divided into 6 main sections; House Park, Middle Park, Ruin Park, Beef Basin Wash, Beef Basin and Ruin Canyon. Beef Basin's main attraction is its dense population of ruins that mainly include pueblo style structures, cliff dwellings and rock shelters.

At one time the Beef Basin area was better visited and its roads were in better condition. At present the roads in Ruin Park are still in pretty good shape and can be driven with 2wd vehicles although 4wd is highly recommended for accessing the area. Currently the north side of the Beef Basin Loop is so washed out that it is barely passable in places with 4wd. Beef Basin Wash and Ruin Canyon are both overgrown with brush and require 4wd.

## Name Details

### Name information:

*Please provide relevant information about the proposed name, such as origin, meaning, how long it has been in current use, as well as current or historical significance. Also include why you believe the feature requires a name or name change and why the proposed name is appropriate. Describe any documents that you will be submitting (separately by email) to support your proposal.*

The "Mammoth Arch" is only about 200 feet away from "Bucks Balancing Rock", which is a very impressive formation on its own, located on the same road. These names have been passed down to our exploration group for over 50 years. The origin is unknown.

The appearance as you can see from the photos, resembles a stout "Mammoth", rather than an "Elephant", (Which name "Elephant Arch", has already in use in Washington, County, Utah)

The name is appropriate with the appearance as you can see from the photos, is a large arch feature standing as a lone sentinel in the sandstone hilly area. It rivals the famous arches in Arches National Monument near Moab, Utah. It will readily become a famous off-road photo shoot destination along with the "Bucks Balancing Rock" formation nearby.

The significance and a relatively unknown feature in addition to nearby Ruin Park will provide the public additional opportunities that they did not know existed. It does not have any special historical importance that I am aware of.

The feature is every bit as impressive as some of the arches in Arches National Park, and Elephant Arch in Washington County, Utah. The public would appreciate knowing of its existence and beauty so they can visit before it deteriorates, or disappears like some of the fallen arches, ("Wall Arch" in 2008, Devils Garden, Utah).

Please provide a list of supporting documentation, including any web links:

*Examples: Published sources showing the proposed name or letters of support (local government, historical society, etc.).*

N/A

Is the name commemorative? Does the name honor or refer to a person or persons? ☐ Y ☒ N

*Please note that the BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons. The person being honored should have had either (1) some direct or long-term association with the feature, or (2) have made a significant contribution to the area, community, or State in which it is located; or (3) have outstanding national or international recognition. The BGN discourages the use of an individual's full name except to avoid ambiguity.*

*If yes, please provide the following:*

Honoree's Date of Birth:

Honoree's Date of Death:

Short biography and significance or association with the geographic feature: *(list any additional honorees here)*

N/A

Is the feature in a Wilderness Area or Wilderness Study Area? ☐ Y ☒ N ☐ Unknown

*If yes, please provide your justification for making an exception to the Wilderness Policy:*

*Please note that the BGN will not approve new names for unnamed features within wilderness areas or wilderness study areas, unless an overriding need can be demonstrated by the proponent.*

The Bears Ears National Monument is the 12th national monument managed by the Forest Service; it is the fifth to be managed jointly by the Forest Service and BLM. Monuments generally preserve current uses of the land, including tribal access for traditional plant and firewood gathering and for ceremonial purposes, off-highway recreation on existing routes, grazing, hunting and fishing and water and utility infrastructure.

Bears Ears is a popular hunting, fishing, climbing, hiking and off-highway vehicle destination. Today, cyclists and motorists can follow the path of 19th-century Mormon pioneers along the rugged Hole in the Rock Trail. The Dark Canyon recreation area on the Manti-La Sal National Forest attracts hikers and backpackers and Elk Ridge and the Abajo Mountains draw hunters from across the world.

Is the name you are proposing intended to honor Native Americans, their language, or culture?

☐ Y ☒ N

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*If yes, to ensure that the proposed name is appropriate, the BGN strongly advises proponents to work with Tribal Leaders, Tribal Historic Preservation Officers, and/or Native American linguists or other expert(s) associated with the Tribe to determine the acceptability of the proposed name and application. Please review the BGN's Cultural Sensitivity for Native American Names guidance.*

*Proponents should also seek letters of endorsement from the governments (e.g., Tribal Councils) of any affected Tribes. Please indicate below, or in documentation submitted separately (with this proposal or any time after the proposal is submitted), any efforts to solicit Tribal input.*

## Additional Information +

Is there any local opposition or conflict with the proposed name? ☐ Y ☒ N

*If yes, please explain and describe any opposition:*

N/A

Additional notes, including any Tribal input details

N/A

## Proponent Information

*Please provide one form of contact (email preferred):*



Proponent's Name: R. Dean Cowdin

Agency or Organization, if applicable:

n/a



Email: rbutkus51@msn.com



Mailing Address: 563 South Balancing Rock Drive  
Washington, Utah, USA 84780



Phone: +1.435.879.1010



Are you completing this form for someone else?

☐ Y ☒ N

*If yes, please fill out the following:*

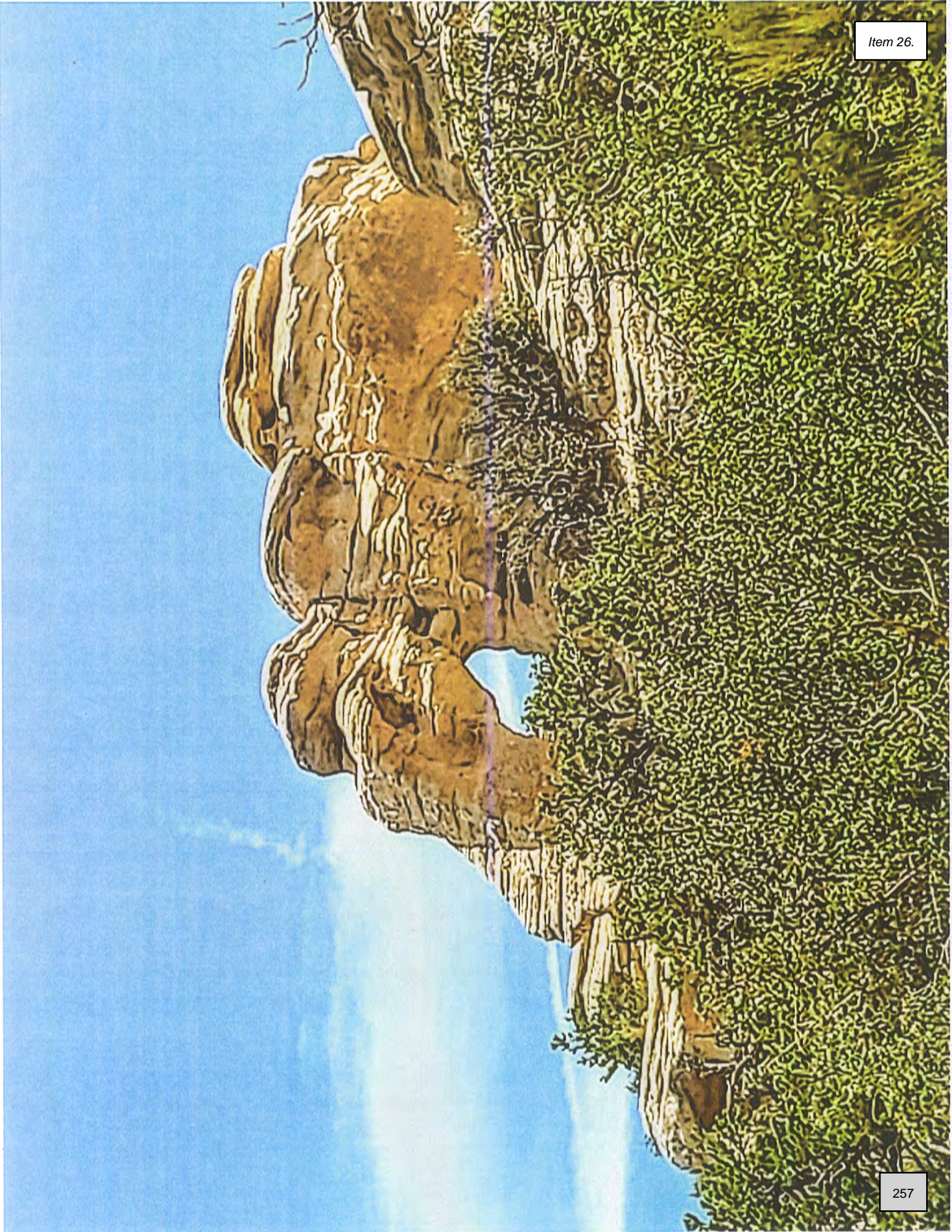
Completed by:

Full Name:

Email:

Mailing Address:

Phone:





v: 1.5.6

U

Stanley Spring, UT, US



Beef Basin Rd



LAT 37.9727  
LONG -109.8296

104

Address



Item 26.

MAMMOTH ARCH

30.50 ft

MAMMOTH ARCH

Unit

Imperial

Distance

30.50 ft

261

Ne



## COMMISSION STAFF REPORT

**MEETING DATE:** May 6, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of a Letter of Support for a Proposed Communications Tower on Black Ridge

**RECOMMENDATION:** Consider, approve and sign the letter of support

### SUMMARY

BLM has received and is analyzing an application for a right-of-way for a 250-foot-tall communications tower and small building on Black Ridge approximately 10 miles northwest of LaSal community. The location is near the existing communications facility approximately one mile east of US 191. The proposed tower would be of lattice construction with a 30 foot square base along with required safety lighting on the tower. The stated purpose and need for the facility is to improve voice and data service along highways US191 and Utah 46. The 250 foot tower height is requested to maximize communication coverage to US191 particularly where the highway drops into Kane Springs Canyon where there is presently little to no coverage. It is expected the increased coverage would enhance search and rescue, emergency services and law enforcement efforts as well as improve communications for highway and back-country travelers as well as the residents of LaSal. BLM is also analyzing a 150 foot tower due to visual resource concerns although communications coverage would be reduced with a shorter tower.

### HISTORY/PAST ACTION

A previous proposal for a communications tower at the same location was not approved after an appeal stated adverse impacts to visual resources.

### FISCAL IMPACT

Unknown

**SAN JUAN COUNTY COMMISSION****Item 27.**

Sylvia Stubbs	Chair
Lori Maughan	Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	Administrator

May 6, 2025

Lisa Wilkolak, Realty Specialist  
Moab Field Office  
Bureau of Land Management  
82 East Dogwood Avenue  
Moab, Utah 84532

Re: Proposed Communications Tower, Black Ridge

Dear Ms. Wilkolak:

San Juan County supports the proposal for a 250-foot-tall communications tower and associated infrastructure on Black Ridge with its stated purpose and need to improve voice and data services particularly along US Highway 191 and Utah Highway 46.

Communications towers are essential to San Juan County especially in its remote and rugged areas many of which are “dead spots” to wireless communication. Communications towers are essential for the health, safety and well-being of county residents and visitors especially along busy highway corridors and adjacent remote areas. The proposed 250-foot-tall communication tower would greatly improve communications in the service area enhancing efforts in search and rescue, emergency management services and law enforcement as well as improving the communications capability of residents and visitors alike. The proposal is consistent with the County Resource Management Plan guidance and objective for Pipelines and Infrastructure which states “Pipelines, powerlines, communication lines and other infrastructure are present to provide for transport and delivery of petroleum products, water, electric power and telecommunications services to meet current and future needs of the county.”

We would be happy to provide any support we can to see this proposal implemented.

Sincerely,

Sylvia Stubbs  
Commission Chair

cc: Nicolle Gaddis-Wyatt, BLM  
Grand County Council



# Press Release

[BLM Canyon Country District](#)

**Media Contact:** Anna Rehkopf, (435) 259-2187,

[arehkopf@blm.gov](mailto:arehkopf@blm.gov)

April 24, 2025

## The BLM is seeking public input on a proposed telecommunications project

**MOAB, Utah** – The Bureau of Land Management is seeking public input on a proposed telecommunications facility located on Black Ridge in San Juan County, Utah, approximately 10 miles south of Moab. The 15-day public scoping period starts today and lasts through May 8, 2025. The BLM will hold an in-person public meeting on April 30 from 5 to 7 p.m. at the [Moab Field Office](#), to present an overview of the proposed project, answer questions and provide an opportunity for the public to submit written comments.

The proposed facility would consist of a 250-foot lattice tower and a building to house related infrastructure, as well as an access road leading to the site. The facility would provide for current and future communications needs that cannot be accommodated within existing infrastructure. The proposed facility would provide Verizon Wireless telecommunications and improved emergency services along State Route 191 and the surrounding areas.

“We would appreciate feedback on site-specific effects of the proposal, especially concerning visual resources. The community plays an important role in the planning process, and information submitted during the scoping period will help inform the BLM’s decision. We want to hear from you,” said **Moab Field Manager Dave Pals**.

We encourage the public to attend the meeting. For those unable to attend the meeting, scoping comments can be submitted to the project [ePlanning website](#) or by the submitting comments by mail by May 8:

Moab Field Office, attn: Lisa Wilkolak  
82 Dogwood Avenue  
Moab, Utah 84532

For project location, please see the map below:



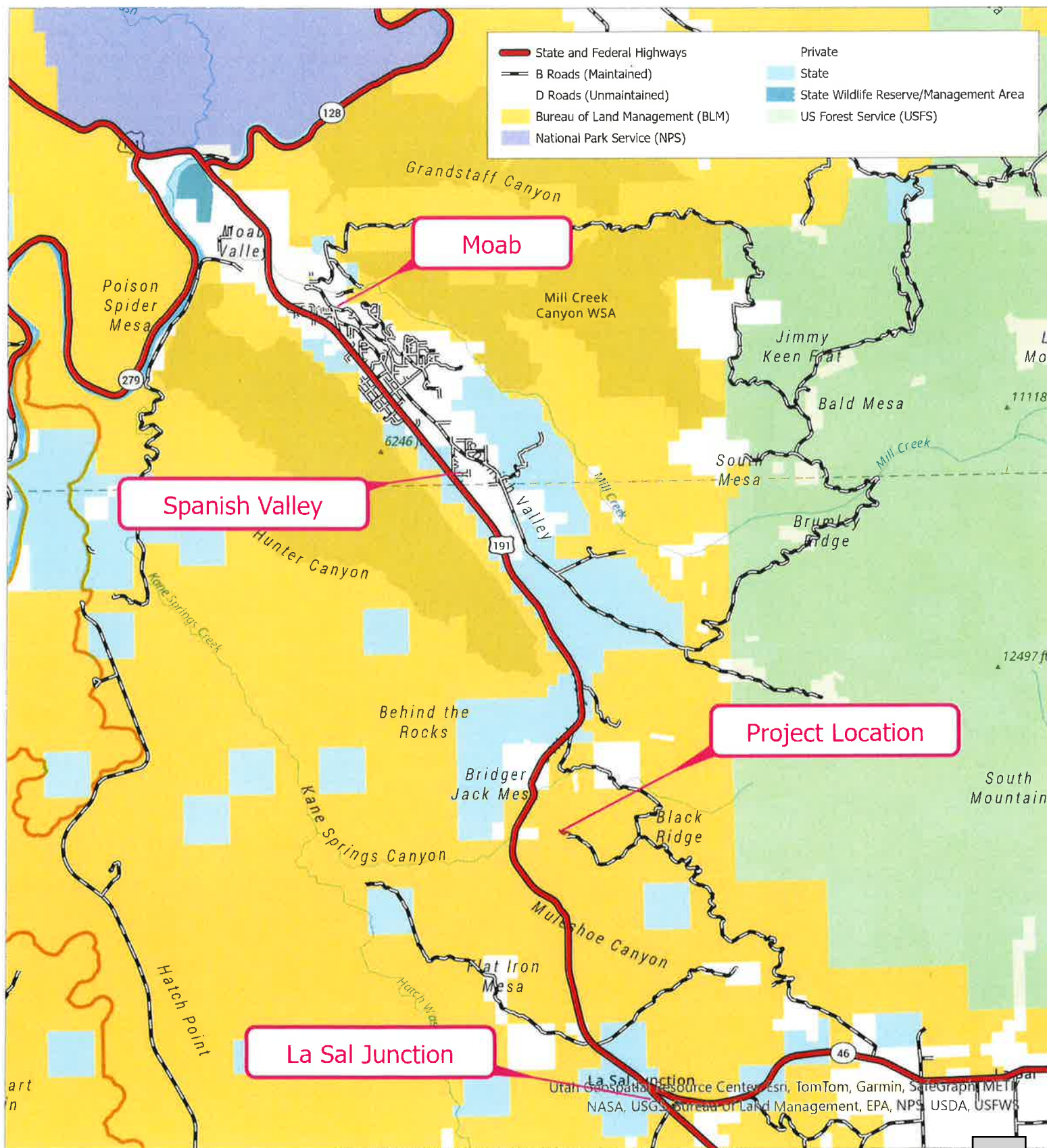
# Black Ridge Communication Facility

Bureau of Land Management, Utah  
Moab Field Office  
82 East Dogwood  
Moab, UT 84532

Item 27.



## Proposed Right-of-Way UTUT106361130 The Towers LLC



Scale: 1:179,420

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. Product was developed through digital means and may be updated without notification.

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**STATE OF UTAH  
ADMINISTRATIVE OFFICE OF THE COURTS  
CONTRACT NO. 96-1535  
AMENDMENT NO. 2**

**TO BE ATTACHED TO AND MADE A PART OF** the above numbered contract by and between San Juan County, a political subdivision of the State of Utah, whose principle place of business is 117 S Main, Monticello, Utah 84535; hereinafter called "LESSOR," and the Utah State Courts, Administrative Office of the Courts for and in behalf of the Seventh District Courts, hereinafter called "LESSEE."

**WITNESSETH**

**THAT WHEREAS,** LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 96-1535) for 3,206 square feet located at 297 S Main St., Monticello, Utah 84535, which currently expires June 30, 2025; and

**WHEREAS,** LESSOR and LESSEE have agreed to extend the term of the Contract through June 30, 2028 (3) year term on a year to year lease: and

**WHEREAS,** LESSOR and LESSEE have agreed to continue the current rental rate through the new 3 year term; and amend the contract and rent amount if extra square footage is added to the Court's leased space through a future facility remodel by the County prior to June 30, 2028; and

**NOW THEREFORE,** for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

**SECTION 1. CONTRACT TERM**

- a. LESSOR and LESSEE hereby agree to modify the term of this Contract which commenced on July 1, 1995 and expires on June 30, 2025, to continue through June 30, 2028.
- b. LESSOR and LESSEE hereby agree the Sublease shall continue thereafter on a month to month rental basis if option to renew is not exercised by LESSEE as provided for in Section 2 of this Amendment No. 2. The Contract will remain in full force and effect on a month to month basis until terminated by either party by giving sixty (60) days advance written notice to the other party.

**SECTION 2. OPTION TO RENEW**

- a. LESSOR covenants with LESSEE that LESSOR may agree to extend or renew this agreement beyond June 30, 2028 upon such terms and conditions as are mutually agreeable.

- b. To extend or renew this agreement, LESSEE must give LESSOR written notice of its desire to extend the Contract an additional term at least sixty (60) days prior to the end of the then lease term

### **SECTION 3. RENTAL SCHEDULE**

For the period beginning July 1, 2025, and ending June 30, 2028 LESSEE shall pay to LESSOR rent in accordance with the schedule attached hereto and made part of this lease agreement as Exhibit "A":

All other covenants, terms, and conditions of the subject Contract, as amended, are not modified by this Amendment No. 2 and are to remain in full force and effect.

### **SECTION 4. EARLY TERMINATION RIGHT**

LESSEE shall have the right to terminate the lease at any time before the contract term expires with six (6) months advanced written notice to the LESSOR.

**IN WITNESS WHEREOF**, the parties hereto sign and cause this Contract Amendment No. 1 to be executed.

LESSEE  
State of Utah

LESSOR  
San Juan County

\_\_\_\_\_  
Neira Siaperas Date  
Deputy Court Administrator

\_\_\_\_\_  
Date  
County Commission Chair

\_\_\_\_\_  
Karl Sweeney Date  
Finance Director

\_\_\_\_\_  
Date  
County Clerk

Approved:

\_\_\_\_\_  
Keisa Williams Date  
AOC General Counsel

\_\_\_\_\_  
Utah Division of Finance Date

Seventh District Court  
San Juan County, Monticello  
96-1535 Amendment 2

**EXHIBIT A****PAYMENT SCHEDULE**

Payment Schedule: Monticello 96-1535 #2			
<b>Fiscal Year Payments</b>	<b>Leased SF</b>	<b>Annual Rate</b>	<b>Net Annual Payment</b>
<b>FY26</b>	3,206	\$ 9.19	\$ 29,463.14
<b>FY27</b>	3,206	\$ 9.19	\$ 29,463.14
<b>FY28</b>	3,206	\$ 9.19	\$ 29,463.14
<b>Total</b>			\$ 88,389.42



# SAN JUAN COUNTY COMMISSION

Item 29.

Silvia Stubbs	Commission Chair
Lori Maughan	Commission Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	County Administrator

May 6, 2025

The Honorable Congressman Mike Kennedy, M.D.  
1626 Longworth House Office Building  
Washington, DC 20515-4402

Dear Congressman Kennedy,

San Juan County, Utah, in partnership with the Navajo Nation, respectfully requests your support to secure federal funding for an Environmental Impact Study (EIS) for a proposed road connecting Oljato to Navajo Mountain. This critical project will enhance safety and connectivity for the isolated Navajo Mountain community.

San Juan County, Utah's largest by area but with only 14,358 residents, includes significant tribal lands. Navajo Mountain's 500 residents face a 100-mile, three-hour journey on rough roads to access basic services like emergency medical care. The proposed road, estimated at \$141 million, would reduce travel time to 30-45 minutes, improve access to services, and support economic growth through tourism and future utilities like water and broadband.

San Juan County and the Navajo Nation have collaborated for over 15 years, completing engineering and feasibility studies. The Navajo Nation and the State of Utah has pledged funding towards the \$4 EIS, but rising costs and necessitate federal support. The EIS is essential to unlock federal infrastructure grants.

We urge your advocacy to secure funding to complete the EIS, complementing the Navajo Nation's and State of Utah's contribution. This funding will advance a transformative project for Navajo Mountain. We are ready to provide additional details or project plans to support your efforts.

Thank you for your commitment to San Juan County and the Navajo Nation. Your support will make a lasting impact.

Sincerely,

---

Silvia Stubbs  
Commission Chair

**SAN JUAN COUNTY, UTAH**  
**RESOLUTION NO. 2022 - \_\_\_\_**

**A RESOLUTION REQUESTING FINANCIAL SUPPORT FROM THE NAVAJO  
REVITALIZATION FUNDS FOR THE ENVIRONMENTAL IMPACT STUDY FOR THE  
FUTURE ROAD FROM OIJATO TO NAVAJO MOUNTAIN**

**WHEREAS**, during the 2022 Legislative Session, the Seven County Infrastructure Coalition in coordination with Senator Hinkins unsuccessfully requested funding for an Environmental Impact Study (EIS) for the future road from Oijato to Navajo Mountain.

**WHEREAS**, the Navajo Revitalization Fund was created to maximize the long term benefit of oil and gas severance taxes derived from lands held in trust by the Federal Government for the Navajo Nation and its members living in Utah. It is intended to promote cooperation and coordination between the state, its political subdivisions and the tribe.

**WHEREAS**, priorities of the Navajo Revitalization Fund includes capital projects and infrastructure, including electrical power, water, and other one-time need projects.

**WHEREAS**, the costs for the Environmental Impact Study is estimated at \$4,200,000 of which we are asking \$1,912,000 from the Navajo Trust Fund and \$94,000 from the Oijato Chapter's Navajo Revitalization Appropriation and \$94,000 from the Navajo Mountain Chapter's Navajo Revitalization Appropriation.

**WHEREAS**, the Environmental Impact Study is the first step needed in establishing proper right-of-way, easements and the general route for the proposed road from Oijato to Navajo Mountain.

**WHEREAS**, this proposed road will generally improve the accessibility to health care, emergency, education and economic development services to residents in San Juan County living in this area.

**WHEREAS**, the purposes of these funds are to promote and support projects such as this which will benefit these Chapters and the Navajo Nation residents.

**NOW, THEREFORE, BE IT RESOLVED:**

**San Juan County encourages the Navajo Revitalization Fund to financially support the Environmental Impact Study using funds from both the Oljato and Navajo Mountain appropriations set aside to assist the Utah Navajos for this very purpose.**

**PASSED, ADOPTED AND APPROVED** by the Board of San Juan County Commissioners this \_\_\_\_ day of \_\_\_\_\_ 2022.

Those voting aye:

Those voting nay:

Those abstaining:

Absent:

**Commissioners**

**Board of San Juan County**

\_\_\_\_\_  
Willie Grayeyes, Chairman

**ATTEST:**

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

Grant-Only (Non-Construction) LOC Template with BABAA Guidance  
Rev. 3/23

4/21/2025

San Juan County La Sal  
Po Box 9  
117 South Main Street #221  
Monticello, Utah 84535

**SUBJECT:** Letter of Conditions  
Recipient Name: COUNTY OF SAN JUAN  
Project Name: La Sal Water SEARCH  
SEARCH Application - CFDA NUMBER - 10.759

Agency Grant: \$30,000  
Applicant: \$5,000

Dear San Juan County:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any significant changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a grant not to exceed \$30,000. The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Start of Completion of Preliminary Engineering Report and Environmental Report within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 30 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"  
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at :

SEARCH - Special Evaluation Assistance for Rural Communities and Households | Rural Development (usda.gov)

The conditions are as follows:

## **SECTION I - PROJECT SCOPE**

**1. Project Description** – Funds will be used to Development of the Preliminary Engineering Report in accordance with RUS Bulletin 1780-2. & Development of the Environmental Report in accordance with RD Instruction 1970.

Any work completed will be in accordance with sound design practices and meet the requirements of Federal, State, and local agencies. As appropriate, design efforts will take into consideration any Build America, Buy American requirements. Additionally, the following items will be adhered to:

- The Preliminary Engineering Report will be completed in accordance with RUS Bulletin 1780-2 at: Bulletins | Rural Development (usda.gov);  
[https://www.rd.usda.gov/sites/default/files/UWP\\_Bulletin\\_1780-2.pdf](https://www.rd.usda.gov/sites/default/files/UWP_Bulletin_1780-2.pdf)
- The Environmental report will be completed in accordance with RD Instruction 1970-B at: eCFR :: 7 CFR Part 1970 -- Environmental Policies and Procedures

**2. Project Funding** – The Agency is offering the following funding for your project:

Agency Grant - \$ 30,000

This offer is based upon the following additional funding being obtained.

Applicant Contribution - \$ 5,000

TOTAL PROJECT COST - \$ 35,000

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to grant closing, any increase in non-Agency funding will be applied first as a reduction to Agency funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any and all funding

for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

Prior to signing the engineering agreement, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

**3. Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<b><u>Project Costs:</u></b>	<b><u>Total Budgeted:</u></b>
Preliminary Engineering Report	\$26,250
Environmental Report	\$8,750
<b>TOTAL</b>	<b>\$35,000</b>

Obligated grant funds not needed to complete the proposed project will be deobligated. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An “Amended Letter of Conditions” will be issued for any changes to the total project budget.

**4. Project Timeline** – To ensure that the planning project proceeds in a timely manner, key processing milestones have been established in accordance with Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation.** By agreeing to the terms herein, you agree to comply with the milestones identified below. If, for any reason, one or more of the milestones cannot be met, you must notify the Agency in writing at least 30 days prior to the referenced date. Should your final completion date become more than three years after obligation the written request will be submitted not less than 90 days prior to the benchmark. The correspondence must contain a valid explanation as to why the milestone cannot be met and include a proposed revised project completion schedule. If the Agency agrees to the modification, written confirmation will be issued. The Agency reserves the right to de-obligate grant funds, or take other appropriate action, if the established or amended deadlines are not met.

<b><u>Milestone</u></b>	<b><u>Date/Timeframe</u></b>
Engineering Agreement Signed	9/30/2025
Preliminary Engineering Report Submitted to Agency	9/30/2025
Environmental Report Submitted to Agency	9/30/2025

## **SECTION II –GRANT AGREEMENT**

**5. Grant Agreement** - The RUS Bulletin 1780-12, “Grant Agreement” will be executed prior to the first disbursement of grant funds.

## **SECTION III –REQUIREMENTS PRIOR TO OBLIGATION OF FUNDS**

**6. public body Organization** – The Bond Counsel transcripts of proceedings or similar Agency-Approved documentation must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

**7. Suspension and Debarment Screening** – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

### **Principal –**

- (a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (b) A consultant or other person, whether or not employed by the participant or paid with federal funds, who –

- (1) Is in a position to handle federal funds;
- (2) Is in a position to influence or control the use of those funds; or,
- (3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995).

## **SECTION IV - REQUIREMENTS PRIOR TO START OF PROJECT COMPLETION**

**8. Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence and must approve any modifications to this agreement.

**9. Legal Services** – A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

**10. System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy,” at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

**11. Grant Closing Instructions** – The Agency will prepare grant closing instructions as soon as the requirements of the previous paragraphs are complete.

**12. Project Account** – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

**13. Disbursement of Agency Funds** - Agency funds will be disbursed electronically into the your designated account as they are needed. SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed and submitted to the Agency prior to the applicant granting approval to proceed with the proposed project.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, and 3) Agency grant funds. The final disbursement can occur after Agency acceptance of said project scope of work.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than \$120,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts.]

**14. Final Project Costs** - Immediately following the finalization of project costs, you must provide the Agency with the final agreement amounts. If the Agency agrees that the agreements are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section IV of this letter have been satisfied, the Agency will give concurrence to proceed.

- a. **Cost Overruns** – If project costs are higher than expected, you must utilize all options to reduce cost overruns. Negotiations or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on eligibility, program limits and the availability of funds. Cost overruns exceeding 20 percent of the original project cost at time of grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. **Excess Funds** - If project costs are lower than anticipated at time of obligation, excess funds must be deobligated. Amendments to the project costs may be considered so long as the work is within the original project scope. Excess funds do not include contingency funds as described in this letter.

**15. Suspension and Debarment Screening** – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., vendors, contractors, etc.). {2 CFR §180.435(b)}.

**16. Civil Rights Compliance Review** – The Agency will conduct a civil rights compliance review of the borrower prior to grant closing in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

**17. Other Requirements** – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to grant closing.

- a. **System for Award Management**. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done completed online at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there is an active loan, grant, or guaranteed loan with the Agency for as long as there are Agency funds to be expended.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

- b. **Litigation**. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to grant closing. Additional documentation regarding the situation and litigation may be requested by the Agency.

## **SECTION V – REQUIREMENTS DURING PROJECT COMPLETION**

**18. Payments** – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, or service provider prior to Agency concurrence. Invoices will include the owner's written concurrence.

**19. Use of Remaining Funds** – As stated above, applicant contribution will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

- a. Funds remaining after the applicant contribution may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the grant remains the same.
- b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 60 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
- c. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.

**20. Technical, Managerial and Financial Capacity** - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

**21. Reporting Requirements Related to Expenditure of Funds** -- An annual audit under 2 CFR 200 is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

**22. Statutory and National Policy Requirements** – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

- f. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

**23. Compliance Reviews and Data Collection**– Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

## **SECTION VI – REQUIREMENTS DURING PROJECT COMPLETION**

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact [Kevin Hacking] at [435-789-2100 EXT 121] or by e-mail at [Kevin.hacking@usda.gov]

Sincerely,



Karl Larsen

Community Programs Director

## Attachments

cc: Area Specialist (Kevin Hacking, Vernal office)

### FORMS and BULLETINS:

Form AD-3031 "Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants" – Item 23

Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 13

Form RD 1940-1, "Request for Obligation of Funds" – Page 2

Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 2

SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Item 18

RUS Bulletin 1780-12 "Grant Agreement" – Item 5

RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Item 8

## Appendix A (INSTRUCTIONS TO FIELD)

### A. Reporting Total Compensation of Recipient Executives

In the rare instance in which all of the following apply, please contact your POB Specialist for language to include in the LOC:

1. The total Federal funding authorized to date under this award is \$30,000 or more;
2. In the preceding fiscal year, the applicant received—
  - (A) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

### B. Subaward and Subrecipients

In the rare instance in which there is a subrecipient in the project, please contact your POB Specialist for language to include in the LOC:

Subrecipient means an entity that:

- i. Receives a subaward from the recipient under this award; and
- ii. Is accountable to the recipient for the use of the Federal funds provided by the subaward.
  - a. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

**Water and Waste System Grant Agreement****United States Department of Agriculture****Rural Utilities Service**

THIS AGREEMENT dated 4/21/2025, between

San Juan County

a public corporation organized and operating under

State Of Utah

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

**WHEREAS**

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 35,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 5,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 5,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 30,000.00 or 85.71 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 85.71 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated \_\_\_\_\_, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

**[Revision 1, 04/17/1998]**

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

N/A

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**[Revision 1, 04/17/1998]**

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment(use continuation sheets as necessary).**

N/A

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414 ) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

**[Revision 1, 11/20/1997]**

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

**[Revision 1, 11/20/1997]**

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 30,000.00 which it will advance to Grantee to meet not to exceed 85.71 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

### Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

\_\_\_\_\_

attested and its corporate seal affixed by its duly authorized

\_\_\_\_\_

Attest:

\_\_\_\_\_

By \_\_\_\_\_

(Title) \_\_\_\_\_

By \_\_\_\_\_

**Mack McDonald**

(Title) \_\_\_\_\_

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By \_\_\_\_\_

(Title)

REQUEST FOR OBLIGATION OF FUNDS

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b> <b>Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.</b>			
<b>1. CASE NUMBER</b> ST CO BORROWER ID 52-019-682764233		<b>LOAN NUMBER</b>	<b>FISCAL YEAR</b> 2025
<b>2. BORROWER NAME</b> San Juan County		<b>3. NUMBER NAME FIELDS</b> (1, 2, or 3 from Item 2)	
PO Box 9 117 South Main Street #221		<b>4. STATE NAME</b> Utah	
Monticello		<b>5. COUNTY NAME</b> San Juan	
<b>GENERAL BORROWER/LOAN INFORMATION</b>			
<b>6. RACE/ETHNIC CLASSIFICATION</b> 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	<b>7. TYPE OF APPLICANT</b> 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	<b>8. COLLATERAL CODE</b> 1- REAL ESTATE 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	<b>9. EMPLOYEE RELATIONSHIP CODE</b> 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
<b>10. SEX CODE</b> 1 - MALE 2 - FEMALE	<b>11. MARITAL STATUS</b> 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	<b>12. VETERAN CODE</b> 1 - YES 2 - NO	<b>13. CREDIT REPORT</b> 1 - YES 2 - NO
<b>14. DIRECT PAYMENT</b> (See FMI)	<b>15. TYPE OF PAYMENT</b> 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	<b>16. FEE INSPECTION</b> 1 - YES 2 - NO	
<b>17. COMMUNITY SIZE</b> 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		<b>18. USE OF FUNDS CODE</b> (See FMI)	
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>			
<b>19. TYPE OF ASSISTANCE</b> 517 (See FMI)	<b>20. PURPOSE CODE</b>	<b>21. SOURCE OF FUNDS</b>	<b>22. TYPE OF ACTION</b> 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
<b>23. TYPE OF SUBMISSION</b> 1 - INITIAL 2 - SUBSEQUENT	<b>24. AMOUNT OF LOAN</b>	<b>25. AMOUNT OF GRANT</b> 30,000	
<b>26. AMOUNT OF IMMEDIATE ADVANCE</b>	<b>27. DATE OF APPROVAL</b> MO DAY YR	<b>28. INTEREST RATE</b> 0 %	<b>29. REPAYMENT TERMS</b>
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>			
<b>30. PROFIT TYPE</b> 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
<b>COMPLETE FOR EM LOANS ONLY</b>		<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>	
<b>31. DISASTER DESIGNATION NUMBER</b> (See FMI)		<b>32. TYPE OF SALE</b> 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
<b>FINANCE OFFICE USE ONLY</b>		<b>COMPLETE FOR FP LOANS ONLY</b>	
<b>33. OBLIGATION DATE</b> MO DA YR		<b>34. BEGINNING FARMER/RANCHER</b> (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

# CERTIFICATION APPROVAL

Item 30.

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Grant is approved subject to the following

1. Letter of grant approval conditions dated 4/21/2025
2. Rus. Instruction 1774 and Rus. grant Agreement
3. Grant closing conditions issued by USDA Rural Development

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. \_\_\_\_\_ YES \_\_\_\_\_ NO

**WARNING:** Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date \_\_\_\_\_, 20 <sup>25</sup> \_\_\_\_\_  
Mack McDonald, Chief Administrative  
(Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_\_  
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Karl P. Larsen

Date Approved: \_\_\_\_\_ Title: CP Program Director

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Submitted:

Name:

Conf Nbr:

Form RD 1942-46  
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

FORM APP Item 30.  
OMB NO. 0575-0015  
OMB NO. 0570-0062

## LETTER OF INTENT TO MEET CONDITIONS

Date \_\_\_\_\_

TO: United States Department of Agriculture

Rural Development

\_\_\_\_\_  
(Name of USDA Agency)

80 North 500 West  
Vernal Utah

\_\_\_\_\_  
(USDA Agency Office Address)  
\_\_\_\_\_

We have reviewed and understand the conditions set forth in your letter dated \_\_\_\_\_. It is our intent to meet all of them not later than \_\_\_\_\_.

San Juan County

\_\_\_\_\_  
(Name of Association)

BY \_\_\_\_\_

Mack McDonald,

\_\_\_\_\_  
(Title)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.*

### **Pointers for Completing SF 3881 Form**

To answer some of questions that vendors and agencies have raised when completing the vendor enrollment form and prevent some of the mistakes that have occurred, the FMS is presenting these additional pointers.

1. The Federal agency initiates the SF 3881 form to enroll its vendors to receive payment by electronic funds transfer.
2. A vendor must complete a separate enrollment form (SF 3881) for each agency with which it does business.
3. In the Agency Information Section, the term “AGENCY IDENTIFIER” means the acronym by which the agency is known. For example, the “AGENCY IDENTIFIER” for the Financial Management Service is FMS.
4. In the Payee/Company Information Section, it should be noted that the “TAXPAYER ID NO.” may be used by the Government to collect and report on any delinquent amounts arising out of the offerer’s relationship with the Government (31 U.S.C. 7701 (c) (3)).
5. The financial institution and the vendor should each keep a copy of the completed form.
6. The vendor should return the completed SF 3881 to the agency that initiated the form.

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB Item 30. 9

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY

**USDA - Rural Development**

AGENCY IDENTIFIER:

**USDA**

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

☐ CCD+

☐ CTX

ADDRESS:

**80 North 500 West**

**Vernal Utah**

CONTACT PERSON NAME:

**Kevin Hacking**

TELEPHONE NUMBER:

**435 ) 789-2100**

ADDITIONAL INFORMATION:

**Kevin.Hacking@usda.gov**

**PAYEE/COMPANY INFORMATION**

NAME:

SSN NO. OR TAXPAYER ID NO.

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

**FINANCIAL INSTITUTION INFORMATION**

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:  
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

( )

### **Instructions for Completing SF 3881 Form**

1. Agency information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### **Burden Estimate Statement**

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



## LEGISLATIVE STAFF REPORT

**MEETING DATE:** May 6, 2025

**ITEM TITLE, PRESENTER:** Consideration and Recommendation of a Zone Change at Lisbon Valley Mine for the opportunity of On-Site Employee Housing, Klint York, Lisbon Valley Mining Company

**RECOMMENDATION:** Make a motion recommending the zone change request to the County Commission for approval using the findings as provided by staff.

Make a motion denying the zone change request to the County Commission based on findings of fact due to the following reasons: (statements of findings for substantial evidence).

### SUMMARY

In January 2025, the county received a request for a zone change to a small area of the Lisbon Valley Mining operation. The purpose of this request from the Industrial Controlled District to the Multiple-Use Zone is for the opportunity to develop on-site staff housing.

**Property:**

Parcels: #30S25E265400

**Current Zoning:**

This parcel is currently zoned as Industrial as per 2013 Zoning Map.

**Requested Zoning:**

This parcel is being requested to be changed to Multiple-Use (within the controlled district boundary) with the uses as outlined in the 2011 Ordinance.

### ORDINANCE SECTIONS

The Industrial Zone currently supports the mining operations elsewhere within the parcel boundary. However, Lisbon Valley Mine would like to take the northwest corner of the parcel and zone as Multiple Use as shown on the included map. Under the proposed 2025 Land Use Ordinance, this area is already shown as Multiple Use. The delay in the adoption of the ordinance has hindered the process for development of this project.

In the 2011 Zoning Ordinance Section 1-13 Amendments outlines:

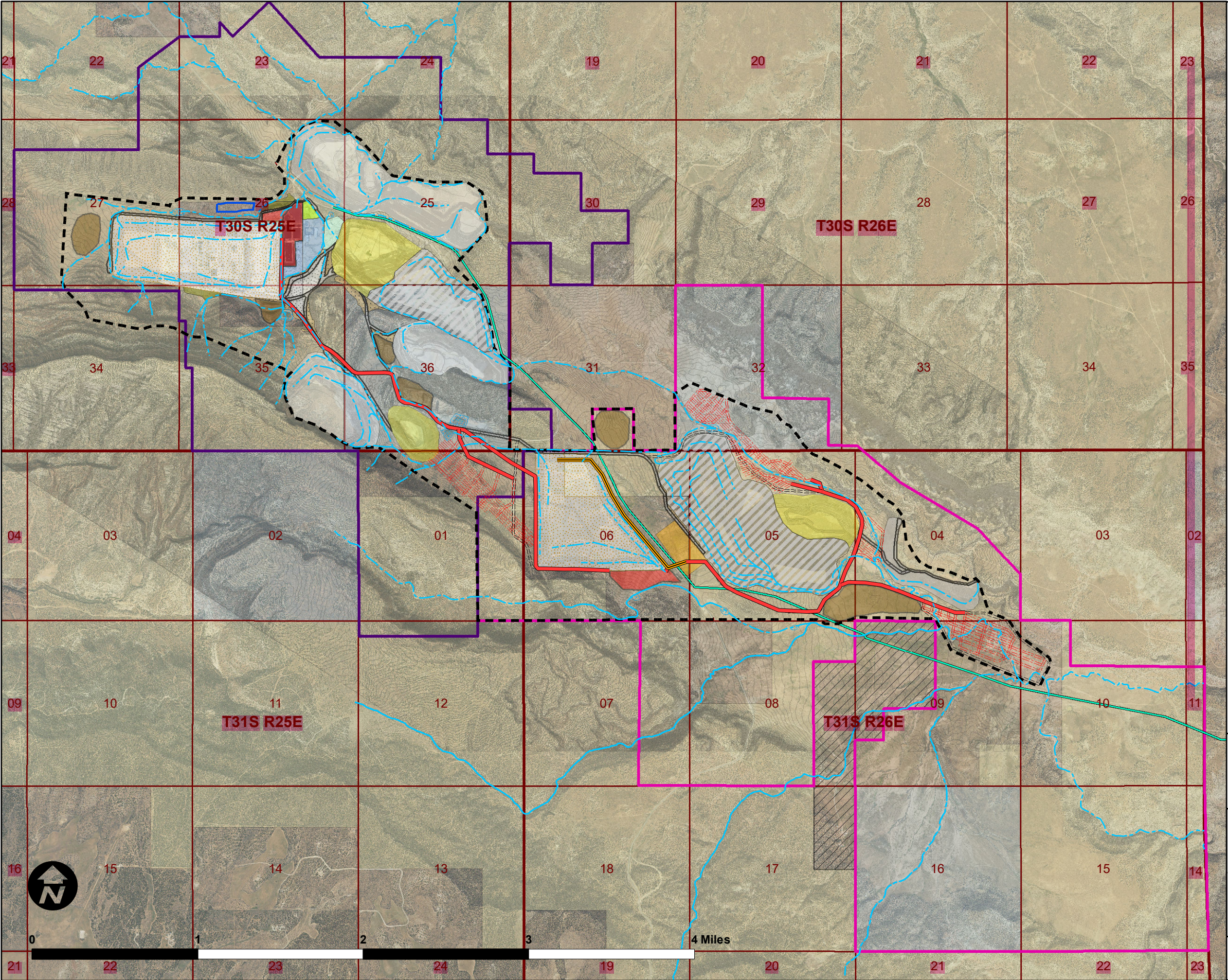
The number, shape, boundary, area or zone, or any regulation or any other provision of the Zoning Ordinance may be amended by the Board of County Commissioners from time to time, but any such amendment shall not be made or become effective until after thirty days notice and public hearing and unless the same shall have been proposed by or be first submitted to the Planning Commission, for its recommendation which shall be returned within thirty (30) days to the Board of County Commissioners.

As housing options are extremely limited within our county, this opportunity would allow for employees to remain close to the work site. If the zone change is recommended, this item will move to the May 6<sup>th</sup> County Commission Meeting upon which an additional Public Hearing shall be held.

## **PAST HISTORY**

At the March 13, 2025 Planning Commission Meeting the rezone was proposed with support from the Planning Commission to recommend the rezone forward. After further investigation, the need for a Public Hearing with this recommendation was revealed. The applicant will be moved to the April Meeting with a Public Hearing prior to the legislative decision.

At the April 10, 2025 Planning Commission Meeting the rezone was recommended for approval (six in favor, one not in favor) for the Rezone to be approved by the County Commission at the next available meeting.



**Legend**

- Drainage Features
- Project\_Fencing\_(A)
- Cattle Guard
- Conveyor (A)
- Solution Pipeline
- Mine Haul Roads (A)
- Road Berms & Fill
- Light Vehicle Access (A)
- ISR Wellfield Roads
- Natural Gas Line Re-route (A)
- Waste Rock Storage (A)
- Mine Pit Areas (A)
- In-Pit Backfilling
- Heap Leach Pads (A)
- Process Area (A)
- Process Ponds (A)
- Storm Event Ponds (A)
- Admin Area (A)
- Crusher Yard (A)
- Laydown Yard (A)
- Equipment Lineup & Truckshop (A)
- Growth Media Stockpiles (A)
- LP Capping Borrow Material (A)
- LVMC\_Active\_Project\_Boundary
- LLV\_Plan\_Boundary
- Non-LVMC-controlled Private Land

**OWNER**

- Federal
- Private
- State



**LISBON VALLEY MINING CO**  
PO Box 400, Moab, UT 84532  
P: 435-686-9950

Modification of the  
Lisbon Valley Mining Company Plan of Operations  
UTU-72499

**FIGURE 3-3**  
**Proposed Activities (Alt A)**

DATE: 05 January 2023  
Drafted By: LVM Engineering; ADT