AGREEMENT FOR SERVICES

UNDER THE COMMUNITY SERVICES BLOCK GRANT PROGRAM

THIS CONTRACT is for the period of October 1, 2025, through March 31, 2027, by and between the parties Southeastern Utah Association of Local Governments, hereinafter "SEUALG" and San Juan County, hereinafter "County" or "the County."

 WITNESSETH

SEUALG does hereby enter into a contract agreement with County to implement within County the Community Service Block Grant Program, hereinafter "CSBG". This agreement is authorized under provision of the Omnibus Budget Reconciliation Act of 1981, Title 17, Chapter 2, Sections 671 through 683, entitled Community Services Block Grant Act, hereinafter "Act" or

"The Act." This contract authorizes County to provide services, hereinafter "SERVICES," as defined in the SEUALG annual CSBG plan.

 It is the intent of the parties to this contract to follow the express and implied intent of Congress, as expressed in the Act and applicable Federal regulations pursuant thereto, in performance of this Contract. It is further the intent of the parties that this contract is subject to all Federal and State laws relevant to the services provided. Further, the parties agree to abide by the requirements of the CSBG State plan.

NOW THEREFORE, by virtue of the authority recited and the mutual promises contained herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES, METHODS OF PROVISION, AND EVALUATION CRITERION:

County agrees to provide the SERVICES described in Attachment A by the methods described therein and to submit to the evaluation procedure also set down therein. Changes in these services require an amendment to this contract.

2. COMPLIANCE:

COUNTY will abide by all regulations and guidelines issued by the Federal government or State of Utah that may be pertinent to the management and administration of this Contract. COUNTY will comply with all Federal and State laws, standards, and directives to which reference is made herein.

3. RESTRICTION OF POLITICAL ACTIVITIES:

    COUNTY agrees to restrict political activities as described in Chapter 15, Title 5, Sec. 1502(a) USC. County further agrees to not provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

4. LIABILITY OF COUNTY:

    COUNTY, who shall act as an independent contractor, shall be solely responsible for all damages to persons or property that may occur as a result of negligence or fault of the COUNTY in connection with the performance of SERVICES under this contract. COUNTY will hold harmless and indemnify SEUALG from any negligent or intentional acts or omissions of its employees or agents performing this contract, which are not barred by the Governmental Immunity Act, UCA Sec 63-30-1, et. Seq., 1953, as amended.

5. INSURANCE:

    COUNTY shall secure and maintain such insurance as will protect itself and SEUALG from claims, which may arise from operations under this Contract.

6. EMPLOYMENT AND EQUAL OPPORTUNITY:

    COUNTY agrees to comply with the provisions of the Utah Anti-Discrimination Act of 1965 relating to unfair employment practices; with 45 CFR part 70.4 relating to equal employment opportunity' with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC s2000e), which prohibits discrimination against any employee or applicant for employment or any application for or recipient of services, on the basis of race, religion, color or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; with (45 CFR part 90) which prohibits discrimination on the basis of handicap; and title I of the Americans with Disability Act of 1990 (42 USC 12101), which prohibits employment discrimination on the basis of disability. COUNTY agrees to abide by Utah Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

7. ADMINISTRATIVE, REPORTING AND SERVICE DOCUMENTATION REQUIREMENTS:

    a.   COUNTY agrees that procedures for eligibility determination, reimbursements and reporting shall be done in accordance with the Utah State CSBG Standard Operating Procedures Manual and as required by SEUALG.

    b.   COUNTY will maintain separate records necessary for the proper documentation of program operation, including records regarding applications, determination of eligibility (when applicable), services provided, administrative costs (if any), and statistical, fiscal, and other records as necessary for reporting and accountability required by SEUALG. COUNTY shall retain such records for a period of five (6) years following

termination of this contract or, if an audit is in progress at the expiration of five (6) years, then records must be retained until the audit is completed and a satisfactory resolution of all audit issues has been made.

c.   COUNTY will maintain files for each client served in accordance with the State CSBG Standard Operating Procedures Manual and as may otherwise be required by SEUALG. Said client files shall contain verification of at least the following:

i. Signed and dated eligibility forms and client profile sheets when applicable.

ii. Documentation that activities were provided as described in Attachment A; and/or

iii. History and description of services provided on behalf of low-income population in COUNTY as detailed in Attachment A.

8.   CONFIDENTIALITY:

The parties hereto agree that all information regarding applicants for or recipients of SERVICES under this contract shall be confidential. Publication of any information that would identify an individual recipient of an applicant is prohibited, except upon written consent of the recipient, the applicant, or the responsible parent or guardian, except where connected with the administration of this contract and the responsibilities of SEUALG or County. To protect the individual's confidentiality, any reports furnished under this Contract shall refer to SERVICE consumers solely by unique identification number or by any method, which can be tracked by the agency to determine service or services provided. Nothing in this section is intended to prohibit or inhibit audits or evaluations by SEUALG, the State of Utah, or authorized Federal agencies carried out in accordance with established procedures.

9.   ACCESS TO RECORDS TO AUDIT, MONITOR, AND EVALUATE:

a.   SEUALG, the State of Utah, or an authorized Federal agency will have the right to audit, monitor, evaluate, and inspect all aspects of the SERVICES under this contract to include an annual on-site monitoring of the COUNTY by SEUALG and at such times deemed necessary to determine compliance with the provisions of this Agreement. Such monitoring may include analysis of each eligible consumer of service under this contract. This Agreement, the ACT and its regulations, the State CSGB Standard Operating Procedures Manual and the CSBG State Plan, shall establish criteria for the monitoring.

b.   Upon twenty (20) days' notice, COUNTY shall submit to SEUALG all requested reports, which document program and fiscal compliance.

10.   BASIS OF COST:

SEUALG will determine reimbursement rates for SERVICES under this contract in consultation with COUNTY. Reimbursement to COUNTY by SEUALG shall be on a unit cost basis as set forth in Attachment B. In no case will reimbursement to COUNTY exceed the total amount

provided under this contract. COUNTY will maintain records necessary for justification and verification of unit costs.

11. REIMBURSEMENT:

     a.   COUNTY will provide SEUALG with itemized claim for reimbursement that details the services being reimbursed

     b.   COUNTY will not bill more than the equivalent of 1/3rd of the total contract amount OR 1/3rd of the amount of funding that has been released or made available by federal or state funding agencies, which ever amount is smaller. SEUALG will provide funding updates to COUNTY as soon as they are received.

     c.   COUNTY understands that if the federal or state funding is reduced during the contract period, the total amount that the county will be reimbursed will be reduced by a proportional amount.

     d.   County will refund to SEUALG all reimbursements determined by SEUALG through monitoring or audit to be non-allowable.

     e.   SEUALG will reimburse COUNTY no more than $18,395.00, which is the maximum reimbursement allowable under this contract.

     f.   SEUALG may at its discretion withhold reimbursement until it is satisfied that the terms of the contract are being met.

12. TERMINATION OR SUSPENSION:

If COUNTY should fail to perform its obligation under this contract or shall fail to comply with any of the terms, conditions, or provisions thereof, SEUALG may, at its sole discretion, suspend the contract by giving written notice to County by registered mail, return receipt requested, effective upon receipt, specifying the reason or reasons, therefore. It is further understood and agreed that COUNTY shall receive compensation as herein provided for all work satisfactorily completed prior to the effective date of the suspension. In the event of termination, all unexpended or unearned advance grant funds and property, either personal or real, held by either party which belong to the other party to this contract, shall be returned to the property owner within sixty (60) days of the notice of termination. Disputed items will be submitted to judicial proceeding for final disposition, each party to bear their own expenses.

13. ASSIGNABILITY:

COUNTY agrees that it shall not subcontract, assign, or transfer any rights or duties under this contract to any other party or agency without the prior written approval of SEUALG.

14.   DURATION OF AGREEMENT:

It is understood and agreed by the parties hereto that the term of this agreement shall be for a period of one year from <u>October 1, 2025,</u> through and including <u>March 31, 2027</u>

15.   INTEGRATION:

The parties hereto agree that this instrument embodies the whole agreement between the parties. This contract includes two (2) attachments. Attachment A is the CSBG Work Program and budget for COUNTY

 IN WITNESS WHERE OF, the parties have executed this Agreement the day and year first above written.

_____Date_____

Chairman

San Juan County Commission

_____Date_____

Executive Director

Southeastern Utah Association of Local Governments

ATTACHMENT A - SCOPE OF WORK

San Juan County was awarded total of $18,395 CSBG funding to provide in-home and congregate meals to citizens who are low-income, disabled, and/or elderly in San Juan County

The total $18,395 will be allocated as follows:

- $18,395 = in-home and congregate meals.

Outputs:

Based on the per meal cost calculations below, between 8 and 11 qualified clients will be provided a combined total of 1741 ($18,395/$10.56 = 1741) nutritious, hot meals at least 3 times per week. Depending on the individual client's need, these meals will either be delivered to the clients' homes or available in a congregate setting.

Average Cost Per   Meal = $10.56*

Meals	HDM	Cong	Total
Monticello			
Blanding			
Bluff			
La Sal			
Total			
Congregate Meal Cost			$ 10.87*

*The cost per meal calculations are based on the expense report submitted annually to the Utah State Department of Health and Human Services, Aging and Adult Service Department. These costs include the costs of transporting meals to outlying/remote areas in the county

 The SEUALG will consult with the county to identify clients who are eligible for services through this CSBG supplemental nutrition program. The county will provide the prepared meals through their aging

services program and deliver the meals to the selected clients. The meals will conform to the same dietary standards for all meals prepared by the county's senior centers.

 Outcomes:

Between 8 and 11 low-income, disabled and/or elderly citizens will receive a total of 1,741 nutritious hot meals during the year. This program will provide regular supplemental feeding which will help alleviate hunger, improve nutrition and overall wellbeing for some of the county's most vulnerable residents.