



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2104004
Department Log Number

212701581
State Contract Number

1. **CONTRACT NAME:** The name of this contract is SJ Building Resilient Inclusive Communities (BRIC) Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).

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

3. **PURPOSE OF CONTRACT AMENDMENT:** Extend termination date, update special provisions and add funding
4. **CHANGES TO CONTRACT:**
 1. The contract termination date is being changed. The original contract termination date was 12/31/2021. The contract period is being increased by 12 months. The new termination date is 12/31/2022.
 2. The contract amount is being changed. The original amount was \$13,500.00. The funding amount will be increased by \$15,457.50 in other funds. New total funding is \$28,957.50
 3. Attachment A, effective 1/1/2021-12/31/2022, is replacing Attachment A, which was effective 1/1/2021-12/31/2021.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 12/31/2021
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Contract with Utah Department of Health and San Juan County, Log # 2104004

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A: Special Provisions

San Juan County Health Department

Building Resilient Inclusive Communities (BRIC) 2022

Effective Date: January 1, 2021 - December 31, 2022

I. DEFINITIONS:

- A. BRIC means Building Resilient Inclusive Communities.
- B. BUDGET PERIOD means January 1, 2022 through December 31, 2022; year 2.
- C. CATALYST means the Department's reporting system used for the purpose of managing and evaluating progress reports from the Sub-Recipient.
- D. CONTRACT PERIOD means January 1, 2021 through December 31, 2022.
- E. DEPARTMENT means the Utah Department of Health's Healthy Environments Active Living Program.
- F. SUB-RECIPIENT means the San Juan County Health Department.

II. FUNDING:

- A. Total funding for this CONTRACT PERIOD is \$28,957.50.
- B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the CONTRACTOR up to \$28,957.50 for expenditures made in the BUDGET PERIOD.

III. AMENDMENTS AND TERMINATION:

- A. If the contract is not amended to add funding, the contract shall terminate at the end of the current BUDGET PERIOD, December 31, 2022.

IV. PROGRAM CONTACT:

- A. The day to day operations contact is Linnea Fletcher, linneafletcher@utah.gov, (801) 538-6146. For contract disputes please contact McKell Drury, mdrury@utah.gov, (801) 538-6896.

V. RESPONSIBILITIES OF CONTRACTOR:

The CONTRACTOR shall:

A. The SUB-RECIPIENT shall conduct at least one of the following activities related to the BRIC funding:

1. Nutrition Security

- a) Collaborate with the state and or community food council/coalition/taskforce on equitable nutrition security for food banks, pantries, or feeding sites during COVID-19 pandemic;
- b) Efforts to increase the number of food banks, pantries, or feeding sites in each community selected to adopt nutrition standards due to the increase in demand during the COVID-19 pandemic;
- c) Efforts to support the increase in the number of people in communities who receive healthier foods distributed by food pantries, food banks, or other feeding sites, taking into consideration how demand has changed during the COVID-19 pandemic;
- d) Efforts to increase the number of places providing increased financial access to healthier foods.

2. Access to Safe Physical Activity Opportunities

- a) Collaborate with task forces/coalitions that support safe, equitable physical activity during the COVID-19 pandemic;
- b) Progress to support at least one local improvement plan that includes the potential assessment of local community design as it relates to improving safe and equitable access to physical activity (including number of federal, state, or local partners formally engaged) as well as how local demand has changed during the COVID-19 pandemic;
- c) Efforts to support at least two verified changes in the characteristics of each selected community that demonstrate walkability or increased safety for those most at risk for COVID-19 illness and death, taking into effect how local demand has changed during the COVID-19 pandemic;
- d) Efforts to support at least two alternative commuting facilities, programs, or services created or enhanced that support equitable access that can be used by the priority population in each community to safely travel to essential services, including jobs, medical appointments, grocery stores or food pantries, taking into effect how local demand has changed during the COVID-19 pandemic.

3. Social Connectedness

- a) Collaborate with task forces/coalitions that support equitable social connectedness during the COVID-19 pandemic;
- b) Efforts to implement new or improved communities strategies that emphasize and integrate feasible and

innovative social connectedness efforts for older adults at higher risk for severe illness from COVID-19; incorporation of existing networks of community health workers should be encouraged;

- c) Efforts to implement at least two new or improved equitable programs for older adults living in high burden communities that offer on-line and in-person educational, social, creative, and physical activities that encourage personal interactions, regular attendance, and community involvement working in collaboration with existing programs (e.g., mental health or Arthritis Programs, AARP, or other);
 - d) Efforts to implement at least two new or improved equitable Intergenerational Mentoring Program in the community to foster healthy, ongoing, supportive relationships between older adults and youth.
- B. The SUB-RECIPIENT may incorporate at least one new activity:
- 1. Implement social media activities or a campaign highlighting BRIC efforts;
 - 2. Support professional development or training opportunities aimed at growing knowledge, leadership, or capacity around BRIC strategy areas (e.g., attendance at a state or national level conference such as the American Public Health Association);
 - 3. Pay for and receive support or consultation from state or local level subject matter expert(s) to supplement achievement of selected outcomes;
 - 4. Purchase additional equipment (less than or equal to \$5,000) to support capital improvements (e.g., refrigeration for pantry);
 - 5. Provide compensation for community-member time in the Community Action Plan with related activities (e.g., honorariums for community members participating in a coalition);
 - 6. Pursue strategy(s) to increase physical activity in alignment with the Centers for Disease Control and Prevention's Active People, Healthy Nation.

VI. REPORTS:

- A. The SUB-RECIPIENT shall provide detailed reports on progress and results by the following dates:
 - 1. April 15, 2022
 - 2. July 15, 2022
 - 3. October 15, 2022
 - 4. January 15, 2023
- B. The SUB-RECIPIENT shall use Catalyst to document the progress made on the activities to the DEPARTMENT's Program Liaison. The SUB-

- RECIPIENT shall ensure that necessary information is entered into all required reporting fields;
- C. The SUB-RECIPIENT shall provide progress, results and performance measure data as outlined in Catalyst;
 - D. The DEPARTMENT will provide additional evaluation criteria as agreed upon by the DEPARTMENT and the SUB-RECIPIENT.

VII. DISPUTE RESOLUTION

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