



CONTRACT NO.	CONTRACT # <u>12-06-11</u>
CONTRACTOR:	Tooele County
VENDOR NO.	69883 G
PROJECT NAME:	Tooele County
AWARD NUMBER: State	GF13-HOMELESS
CFDA #/TITLE:	n/a
CONTRACT ORIGINATOR:	Pema Chagzoetsang
FEDERAL AGENCY:	N/A

**CONTRACT**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**HOUSING & COMMUNITY DEVELOPMENT DIVISION**  
 140 East 300 South Street, Salt Lake City, UT 84111

**1. PARTIES:** This contract is between the Department of Workforce Services:  
 Pamela Atkinson Homeless Trust Fund (PAHTF)

(Board or Program)

Referred to as STATE, and the following CONTRACTOR  
 Tooele County

Name

47 South Main Street

Address

Tooele

Utah

84074

City

State

Zip

Karen Kuipers

435-843-3150

435-843-3400

Contact

Phone #

Fax #

**2. GENERAL PURPOSE OF CONTRACT:**

This agreement dated July 1, 2012, is between the Division of Housing & Community Development of the Utah Department of Community & Culture, which as of July 1, 2012, will be the Housing & Community Development Division of the Utah Department of Workforce Services, 140 East 300 South, Salt Lake City, UT 84111.

**3. CONTRACT PERIOD:** Commencing on 07/01/2012 and terminating on 06/30/2013

**4. CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$31,161.00 , pursuant to the budget attached hereto as Attachment C

**5. ATTACHMENTS:**

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM TERMS AND CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK
- ✓ ATTACHMENT E – AUTHORIZED WEB GRANTS SYSTEM USERS

**Execution**

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

**CONTRACTOR**

**APPROVED:**

Tooele County

**STATE**

**APPROVED: HOUSING & COMMUNITY DEVELOPMENT DIVISION**

Name

BY:

Signature

*Colleen Johnson*

COLLEEN JOHNSON

Name

COMMISSIONER

Title

BY:

Gordon D. Walker, Director

**WITNESS**

Signature

Name

Title

*Marilyn K. Gillette*

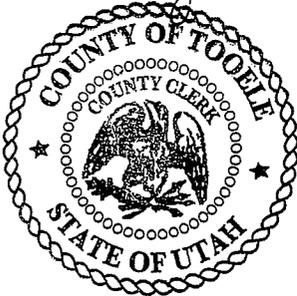
Marilyn K. Gillette

County Clerk

**APPROVED - DIVISION OF FINANCE**

BY:

Execution Date:



**ATTACHMENT A**  
**GENERAL PROVISIONS FOR HOUSING & COMMUNITY DEVELOPMENT DIVISION AGREEMENTS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Section 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases by the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The CONTRACTOR and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **PROJECT COMPLETION:** The CONTRACTOR shall complete the project described in Scope of Work within the contract period shown on page 1 of this Contract.
5. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR pursuant to this Contract. The records shall be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with §67-16-8, Utah Code Annotated, 1953, as amended. CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
7. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent CONTRACTOR, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for the Contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the CONTRACTOR, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the CONTRACTOR's Liability, including a limitation of liability for anyone whom the CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages of property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE. The CONTRACTOR must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract will be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The CONTRACTOR acknowledges that the STATE cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the STATE is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the STATE may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the STATE upon 30 days written notice. In the case that funds are not appropriated or are reduced, the STATE will reimburse CONTRACTOR for products delivered or services performed through the date of cancellation or reduction, and the STATE will not be liable for any future commitments, penalties, or liquidated damages.
14. **WARRANTY:** The Contractor warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later.
16. **PATENTS, COPYRIGHTS, ETC:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
17. **ASSIGNMENT/SUBCONTRACT:** CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the STATE.

18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Scope of Work must be returned to the STATE.
19. **INELIGIBLE EXPENSES:** CONTRACTOR expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR will be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other Contracts to the CONTRACTOR until the recoupment of overpayments is made.
20. **PUBLIC INFORMATION:** CONTRACTOR agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. CONTRACTOR gives the STATE express permission to make copies of the Contract, and related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA).
21. **PROCUREMENT ETHICS:** The contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the STATE, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare CONTRACTOR in default of the Contract: 1). Nonperformance of contractual requirements; or, 2). A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the STATE may do one or more of the following: 1). Exercise any remedy provided by law; 2). Terminate this Contract and any related contracts or portions thereof; 3). Impose liquidated damages, if liquidated damages are listed in the contract; 4). Suspend CONTRACTOR from receiving future bid/proposal solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
24. **CONFLICT OF TERMS:** Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1). Attachment A: State of Utah Standard Contract Terms and Conditions; 2). State of Utah Contract Signature Page(s); 3). Additional State Terms and Conditions; 4). Contractor Terms and Conditions.
25. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
26. **AMENDMENT:** This Contract may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the CONTRACTOR, not specifically authorized by this Contract will be allowed by the STATE. Automatic renewals will not apply to this contract.
27. **ACCOUNTING REPORTS:** The governing board of the CONTRACTOR is responsible to ensure that CONTRACTOR complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.
28. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM:** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor the Multi-Step Process.

## **28. 28.1 Status Verification System**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

## **28.2 Indemnity Clause for Status Verification System**

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

**ATTACHMENT B - PAMELA ATKINSON HOMELESS TRUST FUND (HTF)  
PROGRAM TERMS AND CONDITIONS**

1. **LICENSING AND STANDARD COMPLIANCE:** The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period.
2. **CLIENT ELIGIBILITY:** This Contract shall serve those persons whose income is at or below 125% of the Federal Poverty Level stated by the U.S. Dept. of Health & Human Services and/or persons who are homeless.
3. **GRIEVANCE PROCEDURE:** The CONTRACTOR agrees to establish a system through which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from or operation of the program, and to a hearing by the STATE in these instances. CONTRACTOR will advise applicants in writing of their rights and the procedures to appeal.
4. **SERVICES:** The CONTRACTOR agrees to supply those activities and services described under "Scope of Work-Program Narrative" in Attachment D.
5. **IMPOSITION OF FEES:** The CONTRACTOR will not impose any fees upon clients given services under this contract except as authorized by the STATE.
6. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the STATE'S or the CONTRACTOR'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, his or her attorney, or his or her responsible parent or guardian.  

Client records produced by the CONTRACTOR as a result of activities carried out through this contract are the property of the STATE. The CONTRACTOR must deliver these records to the STATE upon written request. STATE approval must be obtained prior to release of client records to anyone except the client. When client records contain information which would be classified as private or controlled pursuant to Utah Code Annotated §63G-2-301 to 310 (2012), if contained in STATE maintained records, the CONTRACTOR shall observe the requirements of Utah Code Annotated §63G-2-202 (2012) in safeguarding and releasing information. The STATE shall be responsible to inform the CONTRACTOR of records classification. Client records shall be maintained in locked rooms or cases. CONTRACTOR staff shall only have access to those portions of the record directly related to their work assignments. Client records to be destroyed shall be shredded or burned.
7. **MONITORING:** The STATE will monitor CONTRACTOR'S performance in providing services and facilities in accordance with the purpose of this contract, and may conduct one or more site visits during the contract period to inspect said performance. The CONTRACTOR will provide all information needed by the STATE in performing this monitoring responsibility and will make themselves available, upon reasonable notice, for said monitoring.
8. **CONSULTATION/TECHNICAL ASSISTANCE:** The STATE will provide reasonable consultation and/or technical assistance as requested by the CONTRACTOR to assure satisfactory performance in providing the contracted services.
9. **SUBCONTRACTS:** Sub-contracted arrangements must be executed in writing and require advance written approval by the STATE. The CONTRACTOR is responsible for managing the operations of any subcontracted activities. The CONTRACTOR must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract, as well as any applicable Federal and State requirements and performance objectives.

10. **COST ACCOUNTING REQUIREMENTS:** The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, CONTRACTOR'S accounting system shall provide for a General Journal, Cash Receipts Journal, Cash Disbursement Journal, Check Register, General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are allowable, reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.) which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available for inspection all accounting records and supporting documentation for a minimum of five years after the expiration of this contract. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over payment. (See paragraph 12)
11. **PAYMENT WITHHOLDING:** The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.
12. **OVERPAYMENT RECOUPMENT:** CONTRACTOR expenditures under this contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR, will be immediately refunded to the STATE by CONTRACTOR. CONTRACTOR further agrees that the STATE shall have the right to withhold any and all subsequent payments under this or other contracts the CONTRACTOR may have with the STATE until such ineligible expenditure or overpayment is recouped.
13. **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The CONTRACTOR agrees to notify the STATE and receive STATE'S written approval prior to implementing any change in program budget as shown in Attachment C, or Scope of Work as specified in Attachment D.
14. **TERMINATION AND REDUCTION IN SCOPE:** Notwithstanding the expiration date of this agreement, the STATE may, at its sole discretion, with or without cause, terminate said agreement upon 60 days written notice to the CONTRACTOR. Furthermore, in the event the STATE determines that its interest involves modifying or reducing the funds and/or services obligated under this agreement, it may do so unilaterally upon 60 days written notice subject only to the CONTRACTOR'S right to terminate this agreement as specified below. (This paragraph is intended to take precedence over paragraph 12 of the Standard Terms and conditions to the extent that the two paragraphs may be inconsistent.)

In the event the CONTRACTOR wishes to terminate this agreement either with or without cause, the CONTRACTOR may do so upon 60 days written notice. In the event the CONTRACTOR fails to respond or does not respond affirmatively to any STATE initiated written request to modify or reduce funds and/or services under this agreement within 5 days of receipt of the request, this agreement will be considered terminated after the elapsed 5 day period.

15. **NOTICE:** The CONTRACTOR agrees to immediately notify the STATE if, during the course of this Contract, a change or reorganization should occur which affects the purposes or the ability of the parties to perform under the terms and conditions of this Contract. Changes or reorganizations which require notification to the STATE, include, but are not limited to the following:
  - a. Material change in the amount or type of facilities, assistance, staff or faculty provided by CONTRACTOR to facilitate this Contract.
  - b. Any other change or reorganization, which the CONTRACTOR reasonably expects, would be of interest or value to the STATE in the administration of this Contract.

16. **FUNDS USED IMPROPERLY:** If it is determined that in any manner the grant was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the CONTRACTOR shall pay to the STATE the amount of all monies and benefits received by the CONTRACTOR by and through the STATE.
17. **REIMBURSEMENT OF EXPENDITURES:** Expenditures incurred under this Contract by CONTRACTOR pursuant to Attachment C - Contract Budget and Attachment D – Scope of Work, shall be reimbursed to the CONTRACTOR by the STATE upon receipt of a Claim/Request for Funds (RFF) properly submitted online using the Web Grants system. The CONTRACTOR agrees to provide certain financial reports, including transaction level detail reports, as an attachment to each Claim/RFF submitted. Claims should be submitted no more frequent than monthly, or less frequent than quarterly. All claims for reimbursement must be submitted within 15 days after termination of the contract. Any Claims submitted after 15 days of termination of the contract may or may not be reimbursed, at the discretion of the STATE, even if the expenses were incurred during the term of the contract.
18. **CRITERIA DOCUMENTATION:** During the term of this contract, CONTRACTOR agrees to supply any additional information to the STATE, which the STATE may require in reviewing and/or evaluating the CONTRACTOR'S performance under this contract.
19. **CONTINUUM OF CARE:** CONTRACTOR agrees to participate in their local Continuum of Care Plan. Failure to participate in the Local Continuum of Care Plan will result in termination of this contract.
20. **CONTRACT RENEWAL:** This contract cannot be renewed. Contract term is based on the State fiscal year beginning July 1 and ending June 30 unless otherwise stated on the facing page of this contract.
21. **HATCH ACT:** The CONTRACTOR agrees to comply with the provisions of the Hatch Act (5 USC 1501 et seq.), which limit the political activities of employees.
22. **HOMELESS COUNT:** CONTRACTOR agrees to participate in the semi-annual homeless count. Failure to submit information required for the semi-annual Homeless Count will result in termination of this contract.
23. **FUNDING:** Payments to the CONTRACTOR are contingent upon state and/or federal appropriations or awards to the STATE. The STATE is under no obligation to make payments to CONTRACTOR or any sub-contracted organization hereunder if funding for this program is reduced or eliminated.
24. **MULTI-YEAR FUNDING:** CONTRACTOR agrees that the STATE will not be held liable for successive years of multi-year agreements if funding for this program is reduced or eliminated.
25. **ADMINISTRATIVE AND COST PRINCIPLES:** The CONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as indicated below for said type of institution:

THIS TYPE OF RECIPIENT	MUST COMPLY WITH:
State, Local or Indian Tribal Government	OMB CIRCULAR A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with States and Local Governments. 2 CFR 225 (OMB CIRCULAR A-87), Cost Principles for State, Local and Indian Tribal Governments. OMB CIRCULAR A-133, Audits of State, Local Governments and Non-profit Organizations.
Nonprofit Organization	2 CFR Part 215 (OMB CIRCULAR A-110), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations. 2 CFR 230 (OMB CIRCULAR A-122), Cost Principles for Non-profit Organizations. OMB CIRCULAR A-133, Audits for States, Local Governments and Non-profit Organizations.

**ATTACHMENT C - BUDGET**

1. Pamela Atkinson Homeless Trust Fund (PAHTF) - Budget Year 2013	
2. PROGRAM EXPENDITURES	
<b>COLUMN 1</b>	<b>COLUMN 2</b>
<b>EXPENDITURES</b>	
Temporary Shelter	\$0.00
Food	\$0.00
Transitional Housing	\$0.00
Mass Feeding	\$0.00
Case Management	\$0.00
Day Care	\$0.00
Outreach	\$0.00
Other - PSH Case Management	\$31,161.00
Other	\$0.00
Administration	\$0.00
<b>Total Expenditures</b>	<b>\$31,161.00</b>

## ATTACHMENT D - SCOPE OF WORK

Tooele County was awarded \$31,161 PAHTF funding to provide housing case management services and case management to homeless individuals or at imminent risk of becoming homeless.

Admin: \$0.00

\$31,161 will be allocated toward a portion of three (3) part-time case managers salaries and benefits.

### CASE MANAGEMENT:

#### OUTPUTS:

- Provide 400 households with 2400 hours of Case Management to 400 households who are homeless or permanently housed but at risk of becoming homeless.
- Identify needs assessment and evaluation of the individual needs.
- Provide referrals to mainstream benefits and other supportive services.
- Agency will participate in Local Homeless Coordinating Committee (LHCC) process, Point In Time (PIT) count, and Utah Homeless Management Integrated System (UHMIS).
- Foster relationships with local health, education, law enforcement, employment, housing organizations to ensure integrated service delivery.
- Participate in community plan to reduce and end homelessness.

#### OUTCOMES:

- 400 households will receive 2,400 hours case management and will be linked to other supportive services and will increase self-sufficiency.
- 360 households will obtain or retain housing.
- Agency will demonstrate linkages and collaboration with appropriate community resources.
- Agency will provide verification of participation in LHCC, PIT and UHMIS.

ATTACHMENT E  
AUTHORIZED WEB GRANTS SYSTEM USERS  
(Persons Authorized to Submit a Claim for Reimbursement under This Contract)

Name of Agency: TOOELE COUNTY RELIEF SERVICES

THIS IS TO CERTIFY THAT, AS OF THIS DATE, THE INDIVIDUALS LISTED BELOW ARE AUTHORIZED TO ACCESS THE WEB GRANTS SYSTEM AND SUBMIT A CLAIM OR REQUEST FOR FUNDS UNDER THIS CONTRACT:

MIKE JENSEN  
Name

TOOELE COUNTY AUDITOR  
Title

KAREN KUIPERS  
Name

RELIEF SERVICES COORDINATOR  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

I agree that it is my responsibility to notify the State in writing in the event any of the above-named individuals ceases employment at this agency or otherwise should have access to the Web Grants system restricted or denied. I further agree that it is my responsibility to notify the State of any individuals that the agency may desire to add to the above list.

Colleen Johnson  
Name

COMMISSIONER  
Title

6/12/12  
Date

ATTEST:

Marilyn K. Gillette  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK

