



STATE OF UTAH
GRANT AGREEMENT FOR SOCIAL SERVICES BLOCK GRANT FUNDS

1. PARTIES: This Grant Agreement, referred to as Agreement, is between the following Grantor Agency of the State of Utah: Department of Human Services Agency Code: 200, referred to as STATE and/or DHS, and the following GRANTEE:

Tooele County Corporation
Name
47 South Main Street
Address
Tooele Utah 84074-2194
City State Zip

LEGAL STATUS OF GRANTEE
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Governmental Entity

Contact Person Michael Jensen Phone # (435) 843-3130 Email mjensen@co.tooele.ut.us
Vendor # 50996H Commodity Code # 99999000000 CFDA # 93.667

- 2. GENERAL PURPOSE OF AGREEMENT: The general purpose of this Agreement is to pass through to the GRANTEE, Social Services Block Grant ("SSBG") funds for the purpose of the purchasing and providing services and activities that comply with the U.S. Department of Health and Human Services ("HHS") Block Grant Regulation 45 CFR Part 96.
- 3. PROCUREMENT: This Agreement is the result of a grant to a Utah governmental entity and is exempt from procurement.
- 4. AGREEMENT PERIOD: Effective date: 07/01/2012 Termination date: 06/30/2013 unless terminated early or extended in accordance with the terms and conditions of this Agreement. Renewal options (if any): Four (one) year renewal options through June 30, 2017.
All payments under this Agreement will be completed within 90 days after the Termination Date.
- 5. AGREEMENT COSTS: GRANTEE will be paid a maximum of \$55,311.00 SSBG Funds for costs authorized by this Agreement.
- 6. MATCH REQUIREMENT: Pursuant to Utah Administrative Code, Rule R495-861-2.C. GRANTEE "... shall be required to provide a 25 percent match for Discretionary SSBG funds". GRANTEE's match requirement shall be met as follows: (check all that apply) In-kind services valued at \$ _____. Cash in the amount of \$13,828.00.
- 7. ATTACHMENT A: State of Utah Standard Terms and Conditions
ATTACHMENT B: Utah Department of Human Services' Additional Terms and Conditions for Social Services Block Grant Funds
ATTACHMENT C: Scope of Work
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
- 8. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Agreement.
b. Utah State Procurement Code and Procurement Rules.

IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

GRANTEE STATE
Colleen S. Johnson 25 June 2012 Nathan C. Winters for S&P 6/25/2012
GRANTEE's Signature Date Jodi Patterson, DSH Financial Manager Date

COLLEEN S. JOHNSON - COMMISSIONER CONTRACT RECEIVED AND PROCESSED BY JUN 29 2012
Type or Print Name and Title Sheri Witucki, Contract Analyst Date
DIVISION OF FINANCE State Division of Finance

<u>Nathan Winters</u> Agency Contact Person	<u>801-538-4315</u> Telephone Number	<u>801-538-4317</u> Fax Number	<u>nwinters@utah.gov</u> Email
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ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS
(Governmental Entity)

1. **AUTHORITY:** Provisions of this Grant Agreement are pursuant to the authority set forth in 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 for the State.
2. **GRANT AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Grant Agreement shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Grant Agreement 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 GRANTEE and any and all supplies, services, equipment, and construction furnished under this Grant Agreement will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The GRANTEE shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the GRANTEE for costs authorized by this Grant Agreement. These records shall be retained by the GRANTEE for at least four years after the Grant Agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this Grant Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **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 for Bids or to the Multi-Step Process.

5.1 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 GRANTEE has registered and is participating in the Status Verification System to verify the work eligibility status of the GRANTEE'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 GRANTEE shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) GRANTEE 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 GRANTEE'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.

5.2 Indemnity Clause for Status Verification System

1. GRANTEE (includes, but is not limited to any GRANTEE, 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) GRANTEE; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the GRANTEE 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.
6. **CONFLICT OF INTEREST:** GRANTEE represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **GRANTEE, AN INDEPENDENT CONTRACTOR:** The GRANTEE 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 GRANTEE by the State. The GRANTEE shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these Grant Agreement 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 GRANTEE.
8. **INDEMNITY CLAUSE:** Both Parties are governmental entities under the "Utah Governmental Immunity Act", Title 63, Chapter 30, Utah Code annotated, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts committed by it or its agents, officials or employees. Neither party waives any defenses otherwise available under the Utah Governmental Immunity Act.
9. **EMPLOYMENT PRACTICES CLAUSE:** The GRANTEE 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 GRANTEE agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this Grant Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Grant Agreement, unless the provisions are mutually dependent.

11. **RENEGOTIATION OR MODIFICATIONS:** This Grant Agreement may be amended, modified, or supplemented only by written amendment to the Grant Agreement, executed by authorized persons of the parties hereto, and attached to the original signed copy of the Grant Agreement. Automatic renewals will not apply to this Grant Agreement.
12. **DEBARMENT:** The GRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Grant Agreement), by any governmental department or agency. If the GRANTEE cannot certify this statement, attach a written explanation for review by the State. The GRANTEE must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Grant Agreement period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this Grant Agreement may 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 Grant Agreement may be terminated for cause. This Grant Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this Grant Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OR ADJUSTMENT OF FUNDS:** All payments described in this Agreement are conditioned upon available funding. The GRANTEE acknowledges that the STATE cannot guarantee payment of funds not yet appropriated by the Utah State Legislature or awarded by the federal government. The GRANTEE understands that if funding is delayed, payments may not be made to the GRANTEE until funds are available. If funding to the State Agency is reduced or terminated due to State or federal law, or budget action, an order by the Legislature, or the Governor, the State agency may, upon written notice: a) proportionately reduce the services and purchase obligations of the GRANTEE and the amount due from the State Agency; or b) immediately terminate this Agreement and the STATE will only be liable within the limitations of State Law and available federal funds, for qualified expenditures, prior to notification of reduction or termination.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Grant Agreement.
16. **WARRANTY:** The GRANTEE 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 Grant Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this Grant Agreement. The GRANTEE (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this Grant Agreement. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this Grant Agreement unless otherwise specified and mutually agreed upon elsewhere in this Grant Agreement. In general, the GRANTEE 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 GRANTEE'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 GRANTEE will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the GRANTEE in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the GRANTEE 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 Grant Agreement.
17. **PUBLIC INFORMATION:** GRANTEE agrees that the Grant Agreement, related Sales Orders, and Invoices will be public documents, and may be available for distribution. GRANTEE gives the State express permission to make copies of the Grant Agreement, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, GRANTEE also agrees that the GRANTEE's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this Grant Agreement, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the GRANTEE. Responsibility and liability for loss or damage will remain with GRANTEE until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and GRANTEE's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The GRANTEE will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State Grant Agreement number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the Grant Agreement order. The prices paid by the State will be those prices listed in the Grant Agreement. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **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. All payments to the GRANTEE will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card) or through an Inter Agency Transfer (between government entities).
21. **PATENTS, COPYRIGHTS, ETC.:** The GRANTEE will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the GRANTEE'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 Grant Agreement.

22. **ASSIGNMENT/SUBCONTRACT:** GRANTEE will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Grant Agreement, in whole or in part, without the prior written approval of the State.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare GRANTEE in default of the Grant Agreement: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this Grant Agreement. The State will issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages. If the default remains, after GRANTEE 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 Grant Agreement and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the Grant Agreement; 4. Suspend GRANTEE from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this Grant Agreement 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 Grant Agreement after determining such delay or default will reasonably prevent successful performance of the Grant Agreement.
25. **PROCUREMENT ETHICS:** The GRANTEE 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).
26. **CONFLICT OF TERMS:** GRANTEE Terms and Conditions that apply must be in writing and attached to the Grant Agreement. No other Terms and Conditions will apply to this Grant Agreement including terms listed or referenced on a GRANTEE's website, terms listed in a GRANTEE quotation/sales order, etc. In the event of any conflict in the Grant Agreement terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Grant Agreement Signature Page(s); 3. State Additional Terms and Conditions; 4. GRANTEE Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation 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. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the GRANTEE's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the GRANTEE that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(DHS Revision date: May 24, 2012)

ATTACHMENT B
UTAH DEPARTMENT OF HUMAN SERVICES' ADDITIONAL TERMS AND CONDITIONS FOR
SOCIAL SERVICES BLOCK GRANT FUNDS

1. METHOD AND SOURCE OF GRANTEE PAYMENT: To obtain payment under this Agreement, the GRANTEE shall submit to the STATE billings for its authorized costs. Billings shall be in the form of an invoice supplied by the STATE and shall contain all of the information required for reimbursement. The STATE shall then reimburse the GRANTEE by a warrant drawn against the STATE.
2. PAYMENT, BILLING PERIOD AND DEADLINES: The GRANTEE shall submit all billings on a State Fiscal Year quarterly basis. The billing periods are July – September, October – December, January – March, April – June.

Billings and claims for reimbursement during a given billing period shall be submitted within fifteen (15) days after the last day of each billing period. All final billings under this Agreement must be received within fifteen (15) days of termination of the Agreement, regardless of the billing period. If the GRANTEE fails to meet these deadlines, the STATE may deny payment for such delayed billings or claims for reimbursement.

Billings (invoices or claims for reimbursement) shall be submitted using the SSBG billing form provided by DHS. Information (including match and the completed SSBG Contract Review Summary Report) required by the DHS must be reported and included with each quarterly billing in order for payment to be processed. Payment for quarterly billings is limited to actual expenditures incurred up to one fourth (1/4) of the total Agreement amount for the State Fiscal Year. (Payment for the second quarter may not **cumulatively** exceed one half [50 percent] of the total Agreement amount. Payment for the third quarter may not **cumulatively** exceed three quarters [75 percent] of the total Agreement amount.) In no event shall the amount paid over the course of this Agreement exceed the total Agreement amount.

The State Fiscal Year is from July 1 through June 30. The GRANTEE shall submit all billings and claims for reimbursement of costs incurred on or before June 30th of a given fiscal year no later than July 20th of the following fiscal year, regardless of the termination date of the Agreement. The STATE may delay or deny payment for costs incurred by the GRANTEE in a given fiscal year if it receives the GRANTEE's billing for those costs later than July 20th of the following fiscal year.

Pursuant to Attachment A, Paragraph 14, Nonappropriation or Adjustment of Funds, submission of a bill does not guarantee payment.

ATTACHMENT C: SCOPE OF WORK

The following is a general description of the basic requirements and/or limitations attached to the SSBG Funds awarded to GRANTEE in this Agreement. GRANTEE shall comply with the following as well as all other applicable SSBG rules and requirements in providing services under this Agreement.

A. General Description

The Social Services Block Grant (SSBG) is administered by the U.S. Department of Health and Human Services (HHS), Administration for Children and Families, Office of Community Services, Division of State Assistance. SSBG funds are allocated to the 50 States, territories, insular areas, the District of Columbia, and the Commonwealth of Puerto Rico (hereinafter "States"). The purpose of the SSBG is to enable States and local government agencies to furnish social services best suited to meet the needs of their individual populations. GRANTEES may provide services directly or purchase them from qualified providers.

Utah's SSBG funds are passed through the DHS Executive Director's Office to local government agencies as local discretionary funds. This is money from HHS that is passed through DHS to the GRANTEE. The GRANTEE shall assure that the SSBG funding it receives is spent according to applicable Federal, State and local law, regulation, and policy.

B. Qualifying Services

Services that may be provided with SSBG funds include, but are not limited to: child care for children or adults, protective services for children or adults, special services to persons with disabilities, adoption, counseling, case management, family planning, health-related, transportation, foster care for children or adults, substance abuse, legal, housing, home-delivered meals, congregate meals, independent/transitional living, special services for youth, employment services or any other social services needed by the GRANTEE's population. Although SSBG requirements allow the GRANTEE great flexibility to determine the services it will provide, those who are eligible to receive services, and how funds will be distributed among the various services funded, SSBG funds must be directed at one or more of the following broad goals:

1. Achieving or maintaining economic self-support to prevent, reduce, or eliminate dependency.
2. Achieving or maintaining self-sufficiency, including reduction or prevention of dependency.
3. Preventing or remedying neglect, abuse, or exploitation of children and adults unable to protect their own interests or preserving, rehabilitating, or reuniting families.
4. Preventing or reducing inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care.
5. Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

C. Grantee Qualifications

The GRANTEE must be a Utah local governmental entity authorized to receive SSBG funds.

D. **Grantee Compliance with Applicable Laws**

1. The GRANTEE shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the GRANTEE's activities or that impose restrictions on the GRANTEE's use of federal or state funding or grants. It is the GRANTEE's responsibility to obtain legal advice about the laws governing its activities.
2. **Federal Funding Accountability and Transparency Act (FFATA):** The GRANTEE shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHS with the following information, updating it as changes occur:
 - a. ~~The GRANTEE's Data Universal Numbering System (DUNS) number;~~
 - b. The names and compensation of the GRANTEE's five most highly compensated executives *whenever the GRANTEE meets the criteria identified in FFATA for reporting executive compensation data*; and
 - c. The GRANTEE's principal place of performance.

Information entered by DHS in the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) can be viewed at the following website:
USAspending.gov.

3. **Pro-Children Act of 1994:** In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994", smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. By signing this Grant Agreement, the GRANTEE certifies that it will comply with the requirements of this Act.
4. **Deficit Reduction Act - Medicaid Fraud, Waste and Abuse:** The GRANTEE shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The GRANTEE shall educate its employees, agents, and subcontractors about:
 - a. The False Claims Act, 31 United States Code §§3729-3733;
 - b. Administrative Remedies for False Claims and Statements, 31 United States Code §§3801-3812;
 - c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
 - d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
 - e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
 - f. How to report suspected fraud, waste and abuse of Medicaid funds;

- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the GRANTEE maintains an employee handbook, the GRANTEE shall include the information described above, and its policies and procedures for detecting and preventing Medicaid fraud, waste, and abuse, in its employee handbook.

Additional information is available on the DHS website.

E. Grant Requirements and Restrictions

1. The GRANTEE is bound by various federal and State of Utah fiscal and administrative rules, requirements and restrictions including both Federal and DHS Cost Principles. The GRANTEE shall be responsible for familiarizing itself and complying with all applicable grant rules, requirements and restrictions as well as all applicable cost principles. Compliance includes but is not limited to submission of the annual Certifications regarding: a) debarment, suspension, and other responsible matters; b) lobbying; c) environmental tobacco smoke; and d) drug-free workplace requirements. Failure to comply with all applicable grant rules, requirements, restrictions and cost principles may render the GRANTEE liable for the repayment of any grant funds received. The following websites for are provided for the GRANTEE's convenience:
 - a. **United States Code:** <http://uscode.house.gov>
 - b. **Code of Federal Regulations:** <http://www.gpoaccess.gov/cfr/index.html>
 - c. **Information About Public Laws, Executive Orders Of The President, And Other Federal Requirements:** <http://thomas.loc.gov>
 - d. **Federal Cost Principles:** <http://www.whitehouse.gov/omb/circulars/index.html>
 - e. **Utah Code:** <http://www.le.utah.gov/~code/code.htm>
 - f. **Utah Administrative Rules:** <http://www.rules.utah.gov/publicat/code.htm>
 - g. **DHS Cost Principles:** http://www.hsofo.utah.gov/services_contract_info.htm
 - h. **Annual Certifications:**
<http://www.acf.hhs.gov/programs/ocs/ssbg/procedures/Certifications.html>
2. Also for the GRANTEE's convenience, several requirements and restrictions applicable to this Agreement are identified below. However, these requirements and restrictions are not exhaustive and the GRANTEE understands that it is obligated to seek independent legal advice in these matters.
 - a. **Restriction on Administrative Costs:** The GRANTEE's administrative costs in providing SSBG services shall not exceed nine percent of the total Agreement amount and the GRANTEE shall be able to demonstrate its compliance with this requirement.

- b. ***Restriction on Capital Expenditures:*** SSBG funds may not be used for capital expenditures and any claim for capital expenditures will not be reimbursed by DHS.
- c. ***Delivery of Services:*** The GRANTEE is subject to the same general guidelines and regulations governing the delivery of social services as is the STATE. The GRANTEE shall be responsible for ensuring that services funded in whole or in part by SSBG funds, are delivered by providers who are appropriately licensed, whose staff are appropriately licensed and/or trained to provide the service at issue, and who are in compliance with all applicable rules, regulations, and laws. The GRANTEE may deliver client services directly so long as it meets the necessary qualifications.

F. **Annual Reporting Requirements**

The following information shall be collected and reported to DHS on an annual basis on or before September 30th of each year so that DHS may prepare the STATE's annual post-expenditure report to HHS.

1. The number of individuals who received services paid for in whole or in part with federal funds made available under the SSBG, showing separately the number of children and the number of adults who received such services, and broken down in each case to reflect the types of services;
2. The amount of SSBG funds spent in providing each service, showing separately for each type of service the amount spent for child recipients and the amount spent for adult recipients;
3. The total amount of federal, state and local funds spent in providing each service, including SSBG funds; and
4. The method(s) by which each service was provided, showing separately the services provided by public agencies, those provided by private agencies, or those provided by both.

G. **Additional Reporting Requirements**

1. The GRANTEE shall use the federal uniform definitions of services at 45 CFR 96, categories 1 - 28, in submitting the data required in Paragraph E above. Please refer to the federal uniform definitions found at:

<http://www.acf.hhs.gov/programs/ocs/ssbg/sub1/unifdef.html>

Where the GRANTEE cannot use the uniform definitions, it should report the data under category 29, "Other Services". The GRANTEE's definition of each of the services listed in category 29 must be included in the annual report.

2. The GRANTEE must use the reporting form issued by DHS to report the data required in paragraph E above.

H. **Documentation Requirements**

The GRANTEE shall be able to demonstrate that all grant funds awarded in this Agreement are expended appropriately. In keeping with this responsibility the GRANTEE shall keep records documenting all grant related activities, operations, and expenditures. The GRANTEE shall maintain original receipts for all expenditures claimed and individual timesheets for all personnel hours

claimed. Timesheets shall include the name of the individual performing services, the date services are rendered, the work activities performed, and amount of time (measured in ¼ hour increments) expended on each activity each day.

The inability to demonstrate the appropriate use of grant funds may give rise to a presumption of inappropriate use and constitute grounds for repayment of funds.

I. **Billing Requirements & Restrictions**

The GRANTEE shall submit invoices for costs incurred in providing SSBG funded services in accordance with the instructions outlined in Attachment B of this Agreement. The GRANTEE shall bill DHS and DHS shall reimburse the GRANTEE only for those costs incurred in providing services that comply with HHS Block Grant Regulation 45 CFR Part 96 and that are allowable under federal and DHS cost principles.

Invoices shall be submitted to:

Department of Human Services
Bureau of Finance
Attention: DHS SSBG Grant Coordinator
195 North 1950 West
Salt Lake City, UT 84116

J. **Compliance Monitoring**

1. ***Monitoring of GRANTEE's Performance:*** The STATE shall have the right to monitor the GRANTEE's performance under this Agreement. Monitoring of the GRANTEE's performance shall be at the complete discretion of the STATE, which will rely on the criteria set forth in this AGREEMENT, including the goals, objectives and methods described in this "Scope of Work" and the GRANTEE's Plan. Performance monitoring may include both announced and unannounced visits.
2. ***Review of GRANTEE's Reports and Bills:*** All invoices and reports submitted by the GRANTEE will be reviewed by the STATE at the STATE's discretion. The STATE may direct any inquiries regarding the GRANTEE's invoices and reports to the GRANTEE's Representative as follows:

Name and/or Title: Michael Jensen, Coordinator
Telephone #: (435) 843-3130
Address: 47 South Main Street Tooele, Utah 84074
3. ***Cooperation with Monitoring Efforts:*** The GRANTEE shall cooperate with the STATE in its monitoring efforts, including but not limited to, all onsite visits and all requests for information and financial records.
4. ***Overpayments and Audit Exceptions:*** If, during or after the Agreement period, an independent CPA audit or a fiscal review by the STATE determines that payments made to the GRANTEE were incorrectly paid or were based on incorrect information from the GRANTEE, the GRANTEE may be required to repay the incorrect payments it received. The STATE shall also have the right to withhold any or all-subsequent payments under this Agreement or under other contracts or Agreements with the GRANTEE until the STATE fully recoups any payments to the GRANTEE that were determined to have been made incorrectly.