



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 S Main Street
Address
Tooele
Salt Lake City UT 84074-2194
City State Zip

LEGAL STATUS OF GRANTEE

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Governmental Entity

Contact Person Tenille Tingey Phone # (435)843-3145 Email ttingey@tooeleco.org
Vendor # 50996H Commodity Code # 99999 CFDA # 93.667 DUNS 09-465-0249

- 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 GRANTEE is a Utah governmental entity and is exempt from procurement.
- 4. AGREEMENT PERIOD: Effective date: 07/01/2017 Termination date: 06/30/2018 unless terminated early or extended in accordance with the terms and conditions of this Agreement. Renewal options (if any): Two (one) year renewal options through 06/30/2022.
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 \$54,626.00 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 \$13,656.00.
- 7. ATTACHMENT A: State of Utah Standard Terms and Conditions
ATTACHMENT B: Utah DHS' 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

Wade B. Bitner 24 April 2017
GRANTEE's Signature Date

Janell Hall, DHS Financial Manager Date
Department of Human Services

Wade B. Bitner Commission Chairman
Type or Print Name and Title

Sheri Witucki, Contract Analyst Date
State Division of Finance

<u>Marshall Christensen</u>	<u>801-538-4315</u>	<u>801-538-4317</u>	<u>marshallchristensen@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **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 Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** 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, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person 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.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

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 14th 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 14th 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. This award is not for research and development.

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:**
<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>
 - c. **Information About Public Laws, Executive Orders Of The President, And Other Federal Requirements:** <https://www.congress.gov/>
 - d. **Federal Cost Principles:** <http://www.whitehouse.gov/omb/circulars/index.html>
 - e. **Utah Code:** https://le.utah.gov/Documents/code_const.htm
 - f. **Utah Administrative Rules:** <https://rules.utah.gov/rulesnews/tag/utah-administrative-code/>
 - g. **DHS Cost Principles:**
http://www.hsofo.utah.gov/files/cost_principles/DHS%20Cost%20Principles.pdf
 - h. **Annual Certifications:** <https://www.acf.hhs.gov/grants/certifications>
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: Tenille Tingey, Financial Analyst/Accountant
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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - -
Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other

remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

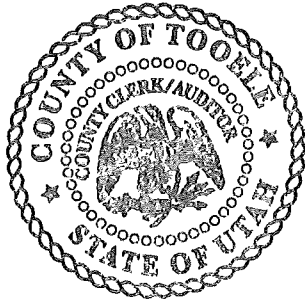
ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Wade B. Bitner
Signature and Date
WADE B. BITNER
Printed Name
CHAIRMAN
Title
TOOELE COUNTY COMMISSION
Organization

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDITOR



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need to be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about - -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will - -
 - (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted - -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

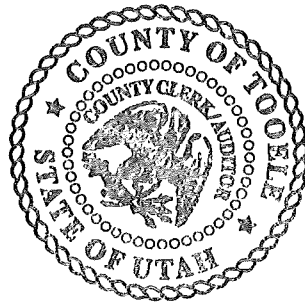
(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

Wade B. Bitner
Signature and Date
WADE B. BITNER
Printed Name
CHAIRMAN
Title
TOOELE COUNTY COMMISSION
Organization

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDITOR



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. 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 or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Wade B. Bitner 29 APRIL 2017
Signature and Date
WADE B. BITNER
Printed Name
CHAIRMAN
Title
Tooele County Commission
Organization

ATTEST:
Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDITOR

