





## STATE OF UTAH CONTRACT VENDOR CONTRACTORS ONLY

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
 Department Name: Human Services Agency Code: 200 Division Name: Substance Abuse and Mental Health,  
 referred to as (STATE and/or DHS/DSAMH), and the following CONTRACTOR:

Tooele County Corporation  
 \_\_\_\_\_  
 Name  
47 S Main Street  
 \_\_\_\_\_  
 Address  
Tooele Utah 84074-2194  
 \_\_\_\_\_  
 City State Zip

LEGAL STATUS OF CONTRACTOR

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

Contact Person Shawn Milne Phone # 435-843-3150 Email dsmart@co.tooele.ut.us  
 Vendor # 18704G Commodity Code # 95206

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:  
Substance Abuse Prevention services, specifically for the reduction and prevention of underage drinking, decrease in prescription drug abuse, and decrease the availability and use of marijuana in the communities they serve.
3. PROCUREMENT: This contract is entered into with a Utah Governmental Entity.
4. CONTRACT PERIOD: Effective date: 7/1/15 Termination date: 9/30/20 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): none.  
 All payments under this contract will be completed within 90 days after the Termination Date.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 65,298.00, as detailed in the table below, for costs authorized by this contract. Additional information regarding costs: The payment rate and funding source for this contract is specified in the following table.

Service Title	Funding Period	Funding Source / Catalog of Federal Domestic Assistance (CFDA) #	Subrecipient?	Funding Amount
PFS Services	7/1/15-9/30/15	SPF PFS / 93.243	Yes __ No _x_	\$32,981.00
	10/1/15-9/30/16			\$32,317.00

6. ATTACHMENT A: State of Utah Standard Terms and Conditions  
 ATTACHMENT B: Utah Department of Human Services' Additional Terms and Conditions  
 ATTACHMENT C: Scope of Work  
 ATTACHMENT D: DHS Budget Statement Forms  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A, with the exception of paragraphs 22 and 23 which shall be resolved in favor of Attachment B, paragraph 2, "Billing Information".**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - Utah State Procurement Code and Procurement Rules.

Log # 32374

Contract between Utah Department of Human Services, DSAMH and Tooele County Corporation

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

CONTRACTOR

STATE

Wade B. Bitner                      20 Aug 2015  
Contractor's Signature                      Date

\_\_\_\_\_  
Doug Thomas, Director                      Date  
Division of Substance Abuse and Mental Health

WADE B. BITNER COMMISSION CHAIRMAN  
Type or Print Name and Title

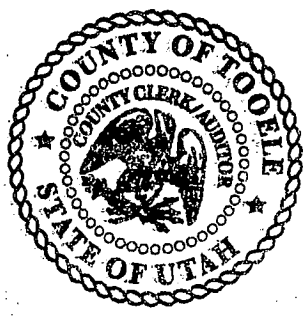
RECEIVED AND PROCESSED:

ATTEST:

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

\_\_\_\_\_  
Sheri Witucki, Contract Analyst                      Date  
State Division of Finance

<u>Ben Reaves</u>	<u>801-538-3946</u>	<u>801-538-4696</u>	<u>breaves@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  
"VENDOR" CONTRACTORS

1. **REQUIRED INSURANCE AND INDEMNIFICATION:** The insurance provisions in Attachment A of this Contract are supplemented by the additional applicable requirements below:

a. **Required Insurance.** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, the Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, if the Contractor provides documentation verifying the insurance company providing the Contractor's insurance is **reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The Contractor's general and professional liability insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DSAMH and their officers, and employees as additional insureds. The additional insured endorsement shall provide the State of Utah, DHS, DHS/DSAMH and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.

If the Contractor is an "individual" providing services of less than 25 hours per week, the additional insured endorsement may omit the requirement that the endorsement be primary coverage. The term individual as used in this subsection means the Contractor provides the services pursuant to this Contract him or herself and does not employ other professionals to provide such services.

b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs, *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval of a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason.

c. **Types of Liability Protection the Contractor Shall Provide:**

(1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Contractor has already satisfied the requirements of the self-insurance provision below:

(a) **General Liability Insurance:** The Contractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.

(b) **Automobile Insurance:** If the Contractor's services involve transporting any clients or goods for DHS, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation, the Contractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

If the Contractor provides individual residential care services by contracting with individual residential care homes, the Contractor shall maintain a policy of automobile liability insurance as indicated above,



and each of the Contractor's individual residential care homes shall maintain a policy of automobile liability insurance. The automobile liability insurance required of individual residential care homes shall cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

(c) **Professional Liability Insurance:** If the Contractor is and/or employs doctors, dentists, social workers, mental health therapists or other professionals to provide services pursuant to this Contract, the Contractor shall maintain a policy of professional liability insurance ("malpractice insurance") with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three years beyond the date that this Contract is terminated.

(d) **Property Insurance:** If the Contractor brings its own property or equipment (collectively referred to as "property") to a DHS facility in order to provide services pursuant to this Contract, the Contractor shall maintain a property insurance policy sufficient to cover the cost of repairs, loss or damage to its own property. Neither DHS nor its employees or volunteers shall be liable for any loss or damage to the Contractor's property.

(2) **Self-Insured Private Contractor—No Commercial Insurance Required, But Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required pursuant to this Contract for non-governmental entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services a written statement indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the Deputy Director's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.

d. **All Contractors--Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act which requires employers to provide workers' compensation coverage for their employees.

e. **Indemnification.** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) agrees to the following indemnification:

(1) **Indemnification by Non-Governmental Contractor:** If the Contractor is not a governmental entity of the State of Utah, the Contractor agrees to and shall defend, hold harmless and indemnify the State of Utah, DHS, DHS/DSAMH and their officers and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or negligence of the Contractor's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of DHS.

(2) **Indemnification by Governmental Contractor:** If the Contractor is a governmental entity of the State of Utah and subject to the Utah Governmental Immunity Act ("GIA"), there is no indemnification required and the Contractor and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the GIA. Nothing in this Contract shall be construed as a waiver by either party to this Contract of any rights, limits, protections or defenses provided by the GIA 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 entitled.

(3) **Definition of the Term "Claim":** As used in these "Indemnification" provisions the term "claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every

kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.

- (4) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon claims and shall pay all costs and expenses including attorney's fees; but DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the Contractor shall notify DHS within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Contractor fails to notify DHS within this timeframe, the Contractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation by DHS in the defense of a claim does not relieve the Contractor of any obligation pursuant to this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of DHS. If a finding is later made that the claim did not arise out of the sole negligence of DHS, the Contractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.
- (5) **No Subrogation or Contribution:** The Contractor has no right of subrogation or contribution from the State or DHS for any judgment rendered against the Contractor.

f. **Insurance Required of Subcontractors.** The Contractor shall require its subcontractors to satisfy the insurance and indemnification requirements applicable to them. For example, if the Contractor is a governmental entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to governmental entities, and shall require the subcontractor to comply with the insurance and indemnification provisions applicable to non-governmental entities.

g. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-governmental contractor shall obtain from its general and professional liability insurer(s) and shall provide to DHS/DSAMH certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DSAMH 30 days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DSAMH, a non-governmental contractor shall provide DHS/DSAMH with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage. Before entering into any subcontracts for the provision of services pursuant to this Contract, the Contractor shall ensure its subcontractors obtain and provide the same additional insured endorsements from their general and professional liability insurer(s) that meet the requirements as indicated in this Paragraph.

2. **BILLING INFORMATION:** For purposes of this contract, the following provisions shall take precedence over paragraphs 22 and 23.1 in Attachment A: State of Utah Standard Terms and Conditions.

- a. **BILLING FOR CONTRACT SERVICES:** To obtain payment for the services provided pursuant to this Contract, the Contractor shall submit to the STATE an itemized billing for its authorized services, together with the supporting documentation required for the reimbursement forms supplied by the STATE.
- b. **BILLING DEADLINES:** DHS may delay or deny payment to the Contractor for billings or claims for services that do not meet the billing deadlines outlined below.
- (1) **Ongoing Billings:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, EXCEPT that the Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year pursuant to paragraph c. below.
  - (2) **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year **no later than July 14<sup>th</sup>** of the following fiscal year, regardless of the Contractor's billing period or the expiration or termination date of this Contract.
  - (3) **Final Contract Billings:** The Contractor shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of the Contractor's billing period
- c. **SUPPORTING DOCUMENTATION:** The Contractor shall maintain the documentation necessary to support the services and/or costs billed by the Contractor and shall submit such documentation with the billings if requested. The Contractor shall store and file required documentation in a systematic and consistent manner.
- d. **QUESTIONED COSTS:** DHS may consider any billing by the Contractor to be a questioned cost if the billing is not supported by proper documentation verifying that the amounts billed for services provided or costs incurred pursuant to this Contract were actually provided or incurred in accordance with Contract provisions.

e. **OVERPAYMENTS AND AUDIT EXCEPTIONS:** If, during or after the contract period, an independent CPA audit or a fiscal review by the STATE determines that payments made by the STATE to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, the Contractor 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 contract or under other contracts with the Contractor until the STATE fully recoups any payments to the Contractor determined to have been made incorrectly.

f. **LAPSING FUNDS:** Any funds not expended by the end of the funding period for which they were allocated shall lapse and the Contractor shall have no further claim to the funds.

Revised February 6, 2015

# ATTACHMENT C: SCOPE OF WORK AND SPECIAL CONDITIONS

In return for the funds provided under this Contract the Contractor agrees to the following:

## A. BACKGROUND INFORMATION.

1. **PURPOSE:** The purpose of this contract is for the Contractor to provide Substance Abuse Prevention services, specifically for the reduction and prevention of underage drinking, decrease in prescription drug abuse, and decrease the availability and use of marijuana in the communities they serve.
2. **PROCESS:** The Contractor will apply the Strategic Prevention Framework as required in the Strategic Prevention Framework – Partners For Success Grant (PFS). This is a 5 step process, as follows:
  - (a) **Step 1 - Needs Assessment:** In Step 1 the Contractor shall assess the substance abuse prevention needs of their communities and if necessary, be provided technical assistance from a PFS Regional Director.
  - (b) **Step 2 - Capacity Building:** In Step 2 the Contractor shall identify aspects of the Substance Abuse Prevention services delivery process within its service area that need to be strengthened, particularly with coalition building using Communities That Care or other evidence-based planning and implementation model.
  - (c) **Step 3 - Planning:** In Step 3 the Contractor shall develop a strategic plan that is based on their needs assessment and the identified priorities and capacity building aspects created and identified in Steps 1 and 2.
  - (d) **Step 4 - Implementation:** In Step 4 the Contractor shall provide Substance Abuse Prevention services to their communities by implementing the strategic plan that has been developed and approved as required in Section C.1.e-g. below.
  - (e) **Step 5 - Evaluation:** In Step 5 the Contractor shall use tools such as the Local Substance Abuse Authority (LSAA) Readiness Assessment, LSAA Readiness Strategic Plan and other approved evaluation tools, as described in Section C.1.i. below to determine level readiness and effectiveness of Community Action Plan and submit data to DHS/DSAMH.
3. **OUTCOME:** It is expected that the successful completion of this contract will result in a reduction of underage drinking, a decrease in prescription drug abuse and a decrease in the availability and the rate of youth marijuana use, as measured by the evaluations required in as described in Section C.1.i. below. There will also be an increase in the capacity of providing comprehensive prevention services in each LSAA area. This will be measured by observing the following criteria:
  - a. Increase in the number of individuals served in the target population that is determined in the assessment process, as required in Section C.1.a. below;
  - b. Increase in the capacity of the Substance Abuse Prevention coalitions (Coalition) to serve the target population. This increase in capacity will be shown in the number of individuals and agencies represented on the Coalition, along with an increase in the number of workgroups designated to address priority, risk and protective factors. This will be reflected in the outcomes of the capacity-building as required in Section C.1.d. below.

- c. Increase in the number of programs developed or purchased to serve the target populations. This will be indicated in the outcomes of the Implementation, as required in Sections C.1.g-h. below.

**B. USE OF GRANT FUNDS.** The Contractor shall expend the funds received under this Contract in accordance with the Strategic Prevention Framework – Partners For Success Grant (PFS). The Contractor shall be responsible for familiarizing itself and complying with the applicable cost principles and may be liable for the repayment of any grant funds expended inappropriately. These requirements are located at the following website: <http://www.samhsa.gov/grants/grants-management>.

**C. GRANT REQUIREMENTS.**

1. The funds awarded to the Contractor pursuant to this Contract shall be used to apply the Strategic Prevention Framework 5 Step process in their community.
  - a. Needs Assessment.-The Contractor shall assess its capacity to provide prevention services, complete a resource assessment of available prevention services for the specific grant priorities, enhance or build at least one coalition to develop prevention strategies in its service area, identify the risk factors for:
    - (1) Underage drinking;
    - (2) Prescription Drug Abuse in its service area, including any risk factors suggested by additional data sources at the local levels; and
    - (3) Decrease in the availability and the rate of youth marijuana use.
  - b. Outcome: The Contractor shall complete or update a resource assessment that focuses on the Contractor's priorities annually; completion of the LSAA Prevention Planning and Implementation Process Assessment, LSAA Readiness Assessment, LSAA Readiness Strategic Plan and other designated tools by the Contractor to determine gaps in services. The tools will be delivered to the contractee by DHS/DSAMH staff. These tools for assessment shall be completed and submitted to DHS/DSAMH for approval by February 1, 2016. If the Contractor is unable to meet this deadline, any payments will be withheld for this Contract at the discretion of the DHS/DSAMH Program Manager and may be reduced or denied as defined in Part IV. of this Contract. The Strategic Plan identified in Planning, in section 3 below, cannot be completed without completion and approval of these tools.
  - c. Capacity Building -The Contractor shall identify the following aspects within its service area that need to be strengthened to provide services: i.e., the hiring and training of staff, building of coalition(s) that include all 12 sectors, and organizing resources.
  - d. Outcome: The Contractor shall identify areas that need capacity building in their Strategic Plan. They shall also turn in a list of staff designated to work on the Contractor's Plan, a list of coalitions that will be addressing the identified priorities in the Contractor's Plan and a list of anticipated trainings to be provided for staff and/or coalitions. This outcome is due by May 1, 2016. Changes can be made, if necessary, and sent to DHS/DSAMH for review and approval.
  - e. Planning -The Contractor shall submit a written narrative that outlines the process which they have gone through to identify specific strategies to be used in their community. This shall hereinafter be identified as the "Strategic Plan"-(Plan).

- f. Outcome: The Contractor shall submit a written plan along with the requirements from Section C.1.a. "Needs Assessment" and Section C.1.c. "Capacity Building". The Narrative outline will be provided at annual contract training in March 2016. The Strategic Plan is due by May 1, 2016.
- g. Implementation - The Contractor shall implement only Evidence Based Interventions identified in the Strategic Plan. The Contractor will identify the specific interventions based upon needs for their communities as they have assessed them and as they have noted in their Plan. More details on Implementation and potential strategies can be found at the PFS Websites as follows:
- <http://dsamh.utah.gov/pdf/Prevention/Partnership%20for%20Success%20II%20Grant%20Special%20conditions%2010.2013.pdf>
- <http://dsamh.utah.gov/pdf/Prevention/Project%20Narrative%20File%20Utah%20SPF%20PFS%202013.pdf>
- Implementation will begin within 30 days of completion and acceptance of the Contractor's Plan or as outlined in the Strategic Plan.
- h. Outcome: The Contractor shall document process data in the Web Infrastructure Treatment System (WITS) within 60 days of service provided.
- i. Evaluation - The Contractor shall work with Bach Harrison, L.L.C., the PFS contracted evaluator for DHS/DSAM, to develop an evaluation tool. The Contractor shall use the tool to collect and submit evaluation data to DHS/DSAMH. National Survey of Drug Use and Health (NSDUH) will be a part of all evaluations. The NSDUH provides national and state-level data on the use of tobacco, alcohol, illicit drugs (including non-medical use of prescription drugs) and mental health in the United States. NSDUH is sponsored by SAMHSA as well. One of the grant requirements is to use an annual data set that provides information regarding the grant as spelled out in Section A. above. The NSDUH is the best survey for meeting this requirement.
- j. Outcome: The Contractor and Bach Harrison, L.L.C., will collect evaluation data (Baseline data) before implementation of the Strategic Plan, after the Evidence Based Intervention has commenced and at the end of the Evidence Based Intervention.
- k. Contractor's Plan shall be reviewed by the DHS/DSAMH Project Team for approval. If all requirements have been successfully completed by the Contractor, the Contractor's Plan shall be approved. The Contractor will be notified of successful completion or deficiencies to be corrected in the telephone conferences with DHS/DSAMH staff. These will occur within 30 days of the submission of the Strategic Plan. These telephone conferences will be followed by an E-mail from DHS/DSAMH staff to document any additional revisions that will be required for the Strategic Plan.

#### **D. REPORTING REQUIREMENTS.**

1. Throughout the term of this contract the Contractor shall report their progress in each phase using designated tools as well as reporting process data in the WITS that can be found at <https://utatr.witsweb.org/>. In addition, the Contractor shall:

- a. Track the amount of grant funding spent on underage drinking, a decrease in prescription drug abuse and a decrease in the availability and the rate of youth marijuana use. This tracking of the funding must indicate the type of funding expended to reduce the grant priorities, whether it is (PFS or Non-PFS funds). This tracking of fund expenditures shall be reported to DHS/DSAMH program staff semi-annually for the duration of the Contract.
- b. Enter prevention services data in WITS within 60 days of program or strategy delivery.
- c. Complete the Community Level Instrument (CLI) quarterly on the PEP-C site found at: <https://pep-c.rti.org>. Access to the site will be given to the Contractor by the DHS/DSAMH staff once this Contract is executed.
- d. Participate in the face to face meetings with a Regional Director each quarter facilitated by the DHS/DSAMH Program Manager. The purpose of these quarterly meetings is for DHS/DSAMH to monitor progress and give technical assistance to the Contractor as needed.

2. REPORTING AND DELIVERABLES SUMMARY TIMELINE

Project Activities	Month Started	Product	Expected Completion Date
Step 1 - Needs Assessment	October 2015	Priority Focus; Risk Factor; Gaps Analysis, Completion of Assessment Tools	February 1, 2016
Step 2 - Capacity Building	October 2015	1) Areas that need capacity building 2) List of staff designated to work on the Contractor's Plan 3) List of coalitions that will be addressing the priorities 4) List of anticipated trainings to be provided for staff and/or coalitions	May 1, 2016
Step 3-Planning	On or before March 1, 2016	Strategic Plan	May 1, 2016
Step 4 - Implementation	30 days after acceptance of the Strategic Plan or as stated in plan	Prevention Services	Ongoing
Step 5 - Evaluation	Before implementation	Evaluation tools and Evaluation Data	Ongoing
Reporting	Within 60 days of beginning of service	WITS Data	Within 60 days of ending of service

E. INVOICING:

1. The Contractor shall submit monthly invoices electronically to the DHS/DSAMH email account to [DSAMHinvoice@utah.gov](mailto:DSAMHinvoice@utah.gov) for services in accordance with Attachments A and B of this Contract.

When the DHS/DSAMH electronic billing system becomes available, DHS/DSAMH shall provide notice to the Contractor and the Contractor shall only submit invoices through that electronic billing system. The invoices shall include:

- a. A detailed description of the service required of the Contractor within the Scope of Work of this contract that was rendered by the Contractor;
  - b. Date(s) services rendered;
  - c. Contract number;
  - d. Uniquely identifiable invoice number;
  - e. Contractor name;
  - f. Contractor's address for payment;
  - g. Contractor's phone number;
  - h. Contractor's signature; and
  - i. Expenses incurred by the Contractor as indicated by the line items in the attached DHS Budget Statement Form.
2. Invoices submitted by the Contractor to DHS/DSAMH without the required information will not be paid and shall be returned to the Contractor for completion.
  3. Payments under this Contract shall be made to the Contractor through the State of Utah, Department of Administrative Services, Division of Finance (State Finance) Electronic Funds Transfer (EFT) system.
  4. Prior to the submission of invoices, the Contractor shall ensure that it is enrolled in the EFT system. A Contractor not already enrolled in EFT shall obtain the form FI 16V from State Finance by sending a request to [fvendor@utah.gov](mailto:fvendor@utah.gov).
  5. Failure to enroll in the EFT system shall result in a delay of all payments under this Contract.



REVENUE SOURCES	TOTAL REVENUES	FUNCTIONAL REVENUE CENTERS						PRIOR YEAR REVENUES
		Allocation of Total Revenues into Separate Programs						
1 This Contract (Division/Office of _____)	32981							
2 Other Contracts this same DHS Division/Office								
3 Contracts with other DHS Divisions (specify) _____								
4 Other State of Utah Departments								
Local Units of Government:								
5 City (specify) _____								
6 County (specify) _____								
7 Associations of Governments (specify) _____								
8 Federal Block Grants (specify) _____								
9 Other Federal Programs (specify) _____								
10 Collections and Fees from clients								
11 United Way Funding								
12 Other contributions (specify) _____								
13 Other Organizations (specify) _____								
14 Special Fund Raising								
15 Prior Years Excess Funds (Estimate)								
16 Miscellaneous (specify) _____								
17 TOTAL REVENUE	32981	0	0	0	0	0	0	0
A	B	C	D	E	F	G	H	I

DHS BUDGET STATEMENT FORM

WARNING: Worksheet is protected. If you remove the protection, you are responsible for the correctness of the formulas.

Name of Contractor: Tooele County

BCM Log#: 32374

CATEGORY I ADMINISTRATION EXPENSES	TOTAL EXPENSES	FUNCTIONAL EXPENSE CENTERS							PRIOR YEAR CONTRACT EXPENSES	
		Allocation of Total Expenses into Separate Programs								
1 Salaries *(from salary schedule, page 7)										
2 Fringe Benefits (employer taxes, health insurance, etc)										
3 Travel/Transportation (vehicle mileage, etc)										
4 Space Costs (rent, mortgage, lease)										
5 Utilities (heat, electricity, water, garbage/sewage)										
6 Communications (telephones, postage, etc.)										
7 Equipment/Furniture (under \$5,000 per item-computer, desk, table, chair, cabinet, etc.)										
8 Supplies/Maintenance (Office items, shipping, postage)										
9 Miscellaneous										
10 Conferences/Workshops										
11 Insurance (property/casualty, auto, professional, etc)										
12 Professional Fees/Contract Services										
13 CATEGORY I TOTAL ADMINISTRATION EXPENSES	0	0	0	0	0	0	0	0	0	0
CATEGORY II CAPITAL EXPENDITURES <small>(Equipment costing \$5,000 or more or as determined for financial reporting purposes)</small>										
14 For example: vehicles, buildings, lease improvements										
15 CATEGORY II TOTAL CAPITAL EXPENDITURES	0	0	0	0	0	0	0	0	0	0
A	B	C	D	E	F	G	H	I	J	

DHS BUDGET STATEMENT FORM

BCM Log#: 32374

Name of Contractor: Tooele County

CATEGORY III PROGRAM EXPENSES	TOTAL EXPENSES	FUNCTIONAL EXPENSE CENTERS Allocation of Total Expenses Into Separate Programs							THIS CONTRACT EXPENSES	PRIOR YEAR CONTRACT EXPENSES	
		A	B	C	D	E	F	G			H
1. Salaries *(from salary schedule, page 7)	8280								8280		
2. Fringe Benefits (employer taxes, insurance, retirement)	2732								2732		
3. Travel/Transportation	1000								1000		
Mileage											
Vehicle Lease											
Vehicle Depreciation											
Vehicle Repairs/Supplies											
Other (specify)											
4. Space Costs											
Rent/Lease											
Depreciation											
Property Taxes											
Other (specify)											
5. Utilities											
Power											
Heat											
Water/Sewer											
Other (specify)											
6. Communications											
Telephone											
Postage/shipping											
Other (specify)											
7. Equipment/Furniture (Under \$5,000)											
Rent/Lease											
Repair/Maintenance											
Depreciation											
Other (specify)											
8. SUB TOTAL PAGE 3	12012	0	0	0	0	0	0	0	0	12012	0
A	B	C	D	E	F	G	H	I	J		

CATEGORY III PROGRAM EXPENSES	TOTAL EXPENSES	FUNCTIONAL EXPENSE CENTERS						THIS CONTRACT EXPENSES	PRIOR YEAR CONTRACT EXPENSES
		Allocation of Total Expenses into Separate Programs							
9. Supplies/Maintenance Program Services Food Maintenance Office expenses Other (specify)	1500 1000							1500 1000	
10. Miscellaneous Printing/Copying Books/Subscriptions Licenses/Permits Taxes Other (specify)	1069							1069	
11. Conferences/Workshops Out of Town Travel, room, meals, etc. Transportation Per Diem Other (specify)	5000 3940 1410 3050							5000 3940 1410 3050	
12. Insurance									
13. Professional Fees/Contractual Services Sub-Contracts Other (specify) Sharp Survey	4000							4000	
14. Client Cost Direct payments to Clients Payments made in behalf of clients Other (specify)									
15. SUB TOTAL PAGE 4	20969	0	0	0	0	0	0	20969	0
16. CATEGORY III TOTAL (PROGRAM EXPENSES)	32981	0	0	0	0	0	0	32981	0
17. TOTAL EXPENSES (CATEGORIES I, II, III)	32981	0	0	0	0	0	0	32981	0
A	B	C	D	E	F	G	H	I	J

DHS BUDGET JUSTIFICATION FORM

Name of Contractor: Tooele County

Provide back-up justification of the total shown for the following Budget categories. Include individual sub-categories if different back-up data (rate basis of estimate costs, etc.) apply. If this contract is for more than one service and costs are allocated between cost centers, explain cost allocation basis. Attach additional pages if necessary

**EXPENSE CATEGORY**

**JUSTIFICATION BASIS - ALLOCATION PLAN (Explain how the expenses were determined)**

Category I Administration Expenses

Total administration expenses may not exceed 25% of total program expenses (Category III)

1. Salaries
2. Fringe Benefits
3. Travel/Transportation
4. Space Cost
5. Utilities
6. Communications
7. Equipment/Furniture (not capitalized or depreciated)
8. Supplies/Maintenance
9. Miscellaneous
10. Conferences/Workshops
11. Insurance (property/casualty, auto, professional, etc)
12. Professional Fees/Contract Services

Category II--Capital Expenditures

BCM Log#: 32374

**EXPENSE CATEGORY** **ALLOCATION PLAN** (Explain how the expenses were determined)

**Category III Program Expenses**

1. Salaries	<u>Trevor and Barry 50%</u>
2. Fringe Benefits	<u>33% of Salaries</u>
3. Travel/Transportation	<u>Mileage, mostly to Wendover</u>
4. Space Cost	
5. Utilities	
6. Communications	
7. Equipment/Furniture (not capitalized or depreciated)	
8. Office Supplies	<u>Office Supplies</u>
9. Supplies/Maintenance	
10. Miscellaneous	
11. Conferences/Workshops	<u>Fall Conference 5 persons, National Prevention Conference 5 persons</u>
12. Insurance	
13. Professional Fees/Contract Services	<u>Sharps Survey</u>
14. Client Costs	



DHS BUDGET STATEMENT FORM

PFS Name of Contractor: Tooele County

FFY16 Name of Individual Preparing Budget: Hal Beckstrand

(Projected Revenue Current Year)

DHS Contract Specialist: Ben Reaves

BCM Log#: 32374  
 WARNING: Worksheet is protected. If you remove the protection, you are responsible for the correctness of the formulas.

REVENUE SOURCES	TOTAL REVENUES	FUNCTIONAL REVENUE CENTERS						PRIOR YEAR REVENUES
		Allocation of Total Revenues Into Separate Programs						
1 This Contract (Division/Office of _____)	32317							
2 Other Contracts this same DHS Division/Office								
3 Contracts with other DHS Divisions (specify) _____								
4 Other State of Utah Departments								
Local Units of Government:								
5 City (specify) _____								
6 County (specify) _____								
7 Associations of Governments (specify) _____								
8 Federal Block Grants (specify) _____								
9 Other Federal Programs (specify) _____								
10 Collections and Fees from clients								
11 United Way Funding								
12 Other contributions (specify) _____								
13 Other Organizations (specify) _____								
14 Special Fund Raising								
15 Prior Years Excess Funds (Estimate)								
16 Miscellaneous (specify) _____								
17 TOTAL REVENUE	32317	0	0	0	0	0	0	
A	B	C	D	E	F	G	H	
							I	



DHS BUDGET STATEMENT FORM

WARNING: Worksheet is protected. If you remove the protection, you are responsible for the correctness of the formulas.

Name of Contractor: Tooele County

BCM Log#: 32374

CATEGORY I ADMINISTRATION EXPENSES	TOTAL EXPENSES	FUNCTIONAL EXPENSE CENTERS Allocation of Total Expenses Into Separate Programs						THIS CONTRACT EXPENSES	PRIOR-YEAR CONTRACT EXPENSES
1 Salaries *(from salary schedule, page 7)									
2 Fringe Benefits (employer taxes, health insurance, etc)									
3 Travel/Transportation (vehicle mileage, etc)									
4 Space Costs (rent, mortgage, lease)									
5 Utilities (heat, electricity, water, garbage/sewage)									
6 Communications (telephones, postage, etc.)									
7 Equipment/Furniture (under \$5,000 per item-computer, desk, table, chair, cabinet, etc.)									
8 Supplies/Maintenance (Office items, shipping, postage)									
9 Miscellaneous									
10 Conferences/Workshops									
11 Insurance (property/casualty, auto, professional, etc)									
12 Professional Fees/Contract Services									
13 CATEGORY I TOTAL ADMINISTRATION EXPENSES	0	0	0	0	0	0	0	0	0
<b>CATEGORY II CAPITAL EXPENDITURES</b> <small>(Equipment costing \$5,000 or more or as determined for financial reporting purposes)</small>									
14 For example: vehicles, buildings, lease improvements									
15 CATEGORY II TOTAL CAPITAL EXPENDITURES	0	0	0	0	0	0	0	0	0
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>

DHS BUDGET STATEMENT FORM  
 BCM Log#: 32374

Name of Contractor: Tooele County

CATEGORY III PROGRAM EXPENSES	TOTAL EXPENSES	FUNCTIONAL EXPENSE CENTERS						PRIOR YEAR CONTRACT EXPENSES
		Allocation of Total Expenses into Separate Programs						
1. Salaries *(from salary schedule, page 7)	16745							16745
2. Fringe Benefits (employer taxes, insurance, retirement)	5572							5572
3. Travel/Transportation								
Mileage								
Vehicle Lease								
Vehicle Depreciation								
Vehicle Repairs/Supplies								
Other (specify)								
4. Space Costs								
Rent/Lease								
Depreciation								
Property Taxes								
Other (specify)								
5. Utilities								
Power								
Heat								
Water/Sewer								
Other (specify)								
6. Communications								
Telephone								
Postage/shipping								
Other (specify)								
7. Equipment/Furniture (Under \$5,000)								
Rent/Lease								
Repair/Maintenance								
Depreciation								
Other (specify)								
8. SUB TOTAL PAGE 3	22317	0	0	0	0	0	0	22317
A	B	C	D	E	F	G	H	I
								J

CATEGORY III PROGRAM EXPENSES	TOTAL EXPENSES	FUNCTIONAL EXPENSE CENTERS Allocation of Total Expenses into Separate Programs						THIS CONTRACT EXPENSES	PRIOR YEAR CONTRACT EXPENSES
9. Supplies/Maintenance Program Services Food Maintenance Office expenses Other (specify)									
10. Miscellaneous Printing/Copying Books/Subscriptions Licenses/Permits Taxes Other (specify)									
11. Conferences/Workshops Out of Town Travel, room, meals, etc. Transportation Per Diem Other (specify)									
12. Insurance									
13. Professional Fees/Contractual Services Sub-Contracts Other (specify) Wendover Match	10000						10000		
14. Client Cost Direct payments to Clients Payments made in behalf of clients Other (specify)									
15. SUB TOTAL PAGE 4	10000	0	0	0	0	0	10000	0	
16. CATEGORY III TOTAL (PROGRAM EXPENSES)	32317	0	0	0	0	0	32317	0	
17. TOTAL EXPENSES (CATEGORIES I, II, III)	32317	0	0	0	0	0	32317	0	
A	B	C	D	E	F	G	H	J	

**DHS BUDGET JUSTIFICATION FORM**

Name of Contractor: Tooele County

Provide back-up justification of the total shown for the following Budget categories. Include individual sub-categories if different back-up data (rate basis of estimate costs, etc.) apply. If this contract is for more than one service and costs are allocated between cost centers, explain cost allocation basis. Attach additional pages if necessary

**EXPENSE CATEGORY**

**Category I Administration Expenses.**

Total administration expenses may not exceed 25% of total program expenses (Category III)

1. Salaries
2. Fringe Benefits
3. Travel/Transportation
4. Space Cost
5. Utilities
6. Communications
7. Equipment/Furniture (not capitalized or depreciated)
8. Supplies/Maintenance
9. Miscellaneous
10. Conferences/Workshops
11. Insurance (property/casualty, auto, professional, etc)
12. Professional Fees/Contract Services

**JUSTIFICATION BASIS ALLOCATION PLAN (Explain how the expenses were determined)**

**Category II--Capital Expenditures**

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**EXPENSE CATEGORY** **ALLOCATION PLAN (Explain how the expenses were determined)**

**Category III Program Expenses**

1. Salaries	<u>Percent of Salaries</u>
2. Fringe Benefits	<u>33% of Allocated Salaries</u>
3. Travel/Transportation	
4. Space Cost	
5. Utilities	
6. Communications	
7. Equipment/Furniture (not capitalized or depreciated)	
<b>Page 4</b>	
9. Supplies/Maintenance	
10. Miscellaneous	
11. Conferences/Workshops	
12. Insurance	
13. Professional Fees/Contract Services	<u>Match of W/endorser share of Employee</u>
14. Client Costs	

