



## Tooele County Council Agenda Item Summary

Department Making Request:

Human Services

Meeting Date:

Contract Aug 16

Mark Options That Apply:

Grant  
*1 time*

Contract  
*1 yr. or less*

Purchase

Exp date: June 30, 2022

Grant  
*With County Match*

Contract  
*More than 1 yr.*

Exp date: \_\_\_\_\_

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 55,828

Item Title: SSBG Grant

*Please answer the who? what? when? why?*

This is an annual contract for Social Services Block Grant (SSBG) funds in the amount of \$55,828. Tooele County matches these funds at 25%. These funds are discretionary and the total will be used for funding the following subrecipients:

Boys and Girls Club

Div. of Aging and Adult Services

Domestic Violence Services

Legal Aid: Elderly and Exploited

List who needs copies when approved: Gary K. Dalton, Clerk's Office

## Contract Cover Sheet

Vendor #: 50996H

Commodity Code #:99999

Log: 41774

RGA #: 90975

Grant #: A03659

**STATE OF UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FEDERAL SUBRECIPIENT GRANT AGREEMENT**

This agreement is between the Utah Department of Health and Human Services, Division of Finance & Administration (hereinafter "DHHS") and the following Grantee:

Name: Tooele County Corporation  
Address: 47 S Main Street  
City, State, and Zip Code: Salt Lake City, UT 84074-2194

Grantee's Legal Status: Government Entity

**Table of Articles**

**Article 1: General Provisions..... Page 2**

**Article 2: Insurance, Indemnity, and Subrogation..... Page 5**

**Article 3: Performance Monitoring and Audits..... Page 5**

**Article 4: Payment Terms and Billing Information..... Page 6**

**Article 5: Applicable Laws and Requirements..... Page 8**

**Article 6: Records and Recordkeeping Requirements..... Page 9**

**Article 1: General Provisions**

1.1 **Attachments.** The following attachments are part of this agreement:

- Attachment A: Scope of Work
- Attachment B: Reporting Requirements (FFATA)
- Attachment C: Certification Regarding Environmental Tobacco Smoke
- Attachment D: Certification Regarding Debarment and Suspension
- Attachment E: Certification Regarding Lobbying
- Attachment F: Certification Regarding Drug-Free Workplace

1.2 **Definitions.** In this agreement, the following definitions apply:

"C.F.R." is the Code of Federal Regulations.

"Subaward" is an award provided by a pass-through entity to a subrecipient to carry out part of the federal award received by the pass-through entity per 200 C.F.R. § 200.92.

“Subcontractor” includes each individual or entity that has an agreement with the Grantee to perform contractual work for which the Grantee is responsible. Subcontractor also refers to each individual or entity that has an agreement with a Subcontractor if that individual or entity performs any of the Subcontractor's duties.

“Subrecipient” is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 200 C.F.R. § 200.93.

1.3 **Performance Period.** This agreement starts on 07/01/2022 and ends on 06/30/2027.

1.4 **Agreement Purpose.** The Grantee shall use the funds provided in this agreement for the purpose stated in the attached Scope of Work.

1.5 **Agreement Amount.** DHHS shall pay the Grantee no more than \$55,828.00 pursuant to this agreement. This amount consists of federal funds in the amount of \$55,828.00 and State funds in the amount of N/A. The federal funds obligated to the Grantee pursuant to this agreement constitute a subaward.

1.6 **Subrecipient Status.** For purposes of this agreement the Grantee is a subrecipient.

1.7 **Match Requirement.** The Grantee shall provide the following non-federal match pursuant to this agreement:

\$13,957.00

Any match required above must comply with the provisions of 45 C.F.R. § 75, must be provided during the same funding period as the subaward, and must be funded from non-federal sources.

1.8 **Federal Award.** The terms of the federal award identified below are incorporated by reference as part of this agreement. The Grantee shall comply with all terms of the federal award applicable to subrecipients.

FEDERAL AWARD INFORMATION	
Grantee Name	Tooele County Corporation
Grantee Unique Entity Identifier (UEI #)	GMHTDPH2Q2M7
Federal Award Identification Number (FAIN #)	2101UTSOSR
Federal Award Date	07/01/2022
Subaward Period of Performance Start and End Date	07/01/2022 – 06/30/2023
Amount of Federal Funds Obligated to the Grantee pursuant to this Agreement	\$55,828.00
Total Amount of Federal Funds Obligated to the Grantee, Including the Current Obligation	\$55,828.00
Total Amount of this Federal Award committed to the Grantee	\$55,828.00
Federal Award Project Description	Social Services Block Grant (SSBG)
Name of Federal Awarding Agency	Administration for Children and Families
CFDA # and Name	CFDA 93.667 - Social Services Block Grant

1.9 **Representatives.** The representatives responsible for overseeing the performance of this agreement are:

DHHS		GRANTEE	
Name:	Curt Williams	Name:	James A. Welch
Title:	DHHS SSBG Grant Coordinator	Title:	County Manager
Address:	195 North 1950 West	Address:	47 South Main Street

Salt Lake City, UT 84116	Tooele, UT 84074
Telephone: (385) 272-4420	Telephone: 435-843-3153
Email: chwilliams@utah.gov	Email: awelch@tooeleco.org

Each party shall promptly notify the other's representative of any changes to its contact information throughout the duration of this agreement and throughout the duration of the Grantee's record retention responsibilities.

- 1.10 **Independent Contractor.** The parties intend that the Grantee will be an independent contractor. The Grantee has no authorization to bind DHHS to any agreement, settlement, or liability. The Grantee shall not act as an officer, employee, or agent of DHHS.
- 1.11 **Debarment.** The Grantee shall notify DHHS if it is presently, ever has been, or becomes debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. DHHS may immediately terminate this agreement in such cases.
- 1.12 **Conflicts of Interest.** The Grantee shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest. In addition to any other remedies stated in or allowed pursuant to this agreement, DHHS may do any of the following with regard to potential conflicts of interest: investigate, require information from the Grantee, require remedial action, disapprove transactions, or require repayment of transactions.
- 1.13 **Subcontracts and Subawards.** The Grantee shall not subcontract or issue subawards without the prior written approval of DHHS.
- 1.14 **Assignment.** The Grantee shall not assign or sell either its rights to or its responsibilities under this agreement.
- 1.15 **Amendments.** To be effective, amendments to this agreement must be in writing, signed by the parties.
- 1.16 **Remedies.** If DHHS determines the Grantee has not complied with any of the provisions of this agreement, the requirements of the underlying federal award, or state or federal law, DHHS may do any of the following: terminate this agreement; require corrective action; disallow expenditures and adjust payments to the Grantee by deducting the disallowed expenditures; withhold funds due the Grantee to cover the costs of any audits, legal fees, and other expenses; withhold payments to the Grantee until DHHS fully recoups any incorrectly paid funds; require repayment; and pursue any remedy allowed by law.
- 1.17 **Termination of Agreement.** DHHS may terminate this agreement, with or without cause, in advance of the agreement's expiration date by giving the Grantee 30 day's written notice. DHHS may immediately terminate this agreement if: 1) DHHS identifies risk of harm to any individuals served; 2) the Grantee does not maintain required licensing standards; 3) the Grantee does not comply with federal, state, or local laws, regulations, or ordinances; 4) this agreement becomes unnecessary, or the ability to fulfill the agreement is made impossible due to: a legislative change, revoked statutory authority, lack of appropriated funds, or unavailability of funds; or 5) for any other reason stated in this agreement.
- 1.18 **Financial Viability.** By signing this agreement, the Grantee certifies that it is financially viable. The Grantee shall remain financially viable throughout the duration of this agreement. If DHHS receives notice of any lien or IRS withholding against the Grantee's payments, or bankruptcy, DHHS may immediately terminate the agreement. The Grantee shall provide DHHS with proof of financial viability upon request.
- 1.19 **Legal Fees and Costs.** In any litigation related to this agreement, the unsuccessful party shall pay the prevailing party's court costs and its reasonable legal fees.

- 1.20 **Severability.** A determination that any provision of this agreement is illegal or void will not affect the legality or enforceability of any other provision of this agreement.
- 1.21 **Copyright.** If the Grantee creates work product for DHHS under this agreement that is eligible for copyright protection, such work product will be deemed work for hire, and the Grantee shall assign all ownership rights to DHHS.
- 1.22 **Standard of Care.** The Grantee shall perform in accordance with the standard of care exercised by members of its profession having substantial experience providing services of a similar type, magnitude, and complexity to the services required in this agreement. The Grantee shall be liable to DHHS for claims, liabilities, additional burdens, penalties, damages, or third-party claims caused by acts, errors, or omissions that do not meet this standard of care.
- 1.23 **Force Majeure.** The Grantee's performance will not be excused by force majeure.
- 1.24 **No Waiver.** If either party does not enforce a provision of this agreement, or waives its right to suit or damages in the case of breach of contract, it retains its right to enforce provisions for later breaches.
- 1.25 **Order of Interpretation.** If this agreement conflicts with other documents, the conflict will be resolved in the following order: the federal award, this agreement, signed amendments, and the attachments to this agreement.
- 1.26 **Entire Agreement.** This agreement 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.
- 1.27 **Jurisdiction, Choice of Law, and Venue.** Utah law governs this agreement. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue will be in Salt Lake City, in the Third District Court for Salt Lake County.

## **Article 2: Insurance, Indemnity, and Subrogation**

- 2.1 **Insurance.** The Grantee shall maintain insurance sufficient to cover the types of hazards normally associated with the services the Grantee will be providing.
- 2.2 **Indemnification.** The Grantee shall indemnify the State of Utah and its officers, agents, employees, and volunteers from and against all losses, damages, injuries, liabilities, suits, and proceedings related to this agreement that are caused in whole or in part by the acts, omissions, or neglect of the Grantee or any of its officers, agents, employees, volunteers, representatives, subcontractors, or anyone else for whose acts the Grantee may be responsible in the performance of the Grantee's obligations under this agreement, including the Grantee's use of any copyrighted or un-copyrighted materials created, furnished, or used in the performance of this agreement. This provision survives the expiration or termination of this agreement.
- 2.3 **No Subrogation or Contribution.** The Grantee has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Grantee.

## **Article 3: Performance Monitoring and Audits**

- 3.1 **Monitoring and Visits.** DHHS may monitor the Grantee's performance, including through scheduled and unannounced visits. The Grantee shall allow DHHS monitors to have access to any records related to this agreement.



3.2 **Audits.** The Grantee shall allow auditors access to any records related to this agreement.

3.3 **Grantee Cooperation.** The Grantee shall cooperate with all monitoring and audits.

#### **Article 4: Payment Terms and Billing Information**

4.1 **Payment.** Payments made to the Grantee pursuant to this agreement will be the Grantee's total compensation for agreement services provided.

4.2 **Budget Adjustments.** If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Grantee. The Grantee shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Grantee shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Grantee may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Grantee may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.

4.3 **Expenditures in Excess of those Budgeted.** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures that may require the Grantee to refund the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHHS has placed restrictions on subcategories within this major category. When this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.

4.4 **Non-Party Resources.** The Grantee shall not obtain duplicate recovery from both DHHS and any other source for services provided pursuant to this agreement.

4.5 **Grantee's Cost Accounting System.** The Grantee shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Grantee. The Grantee shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.

4.6 **Cost Principles.** The Grantee shall comply with and determine allowable costs under this agreement in accordance with the federal cost accounting principles described in 2 CFR Part 200, as well as any other applicable parts.

4.7 **Reimbursement.** Payment to the Grantee shall be based on allowable costs incurred by the Grantee in providing services pursuant to this agreement. The Grantee shall maintain documented expenditures that comply with federal cost principles and the attached budget. Expenditures shall be reasonable and necessary to carry out agreement requirements. The Grantee shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Grantee. This provision shall survive the expiration or termination of this agreement.

4.8 **Related Party Payments.** The Grantee shall not make payments to related parties in any category of expenditure (Administrative Costs, Capital Expenditures, or Program Costs) without the prior written consent of DHHS. Payments to related parties may include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Grantee to related parties without prior written consent may be disallowed and require repayment to DHHS.

- 4.9 **Billing for Services.** To obtain payment, the Grantee shall submit billings monthly as allowable costs are incurred. Billings shall include the following information:
- a. An itemized, detailed description of the services provided and costs incurred by the Grantee during the billing period;
  - b. The date services were rendered and costs incurred;
  - c. The DHHS Grant Number
  - d. A uniquely identifiable invoice number;
  - e. Grantee's payment address;
  - f. Grantee's phone number;
  - g. Grantee's signature certifying the requested payment amount complies with all agreement requirements.
- 4.10 **Billing Deadlines.** Grantee shall meet the billing deadlines stated below:
- a. Ongoing Billings: All billings and claims for costs incurred during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that the Grantee shall submit all billings for costs incurred on or before June 30<sup>th</sup> of a given fiscal year pursuant to paragraph (b) below.
  - b. State Fiscal Year-End Billings: The state fiscal year is from July 1st through June 30<sup>th</sup>. The Grantee shall submit all billings for costs incurred 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 Grantee's billing period or the expiration or termination date of this agreement.
  - c. Final Agreement Billings: The Grantee shall submit all final billings within 14 days of expiration or termination of the agreement, regardless of the Grantee's billing period.
- 4.11 **Failure to Meet Billing Requirements.** DHHS may delay or deny payment to the Grantee for billings or claims for services that do not meet billing requirements.
- 4.12 **Supporting Documentation.** The Grantee shall maintain documentation necessary to support the costs billed by the Grantee and shall submit the documentation with the billings, if requested. The Grantee shall store and file required documentation in a systematic and consistent manner.
- 4.13 **Questioned Costs.** DHHS may question any billing by the Grantee if the billing is not supported by proper documentation.
- 4.14 **Non-Appropriation or Reduction of Funds.** If funding for this agreement is eliminated or reduced, or if federal funding requires any return of funds required for the State to continue payments, DHHS may terminate this agreement or proportionately reduce the services and payments.
- 4.15 **Payments after Termination.** After termination of this agreement, DHHS shall pay for any undisputed services that the Grantee provided. The Grantee shall make no claim for services not rendered. DHHS will not pay the Grantee for any of the Grantee's obligations or expenses that extend beyond the agreement termination date.



- 4.16 **Repayment.** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Grantee. In the alternative DHHS shall have the right to withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Grantee shall not reduce the level of services required by the agreement.

#### **Article 5: Applicable Laws and Requirements**

- 5.1 **Compliance with Law.** The Grantee shall comply with all federal and state laws applicable to this agreement and the federal award. It is the Grantee's responsibility to become familiar with applicable laws.
- 5.2 **Compliance with Federal Award.** The Grantee shall comply with the terms of the federal award. It is the Grantee's responsibility to become familiar with the federal award.
- 5.3 **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with any applicable FFATA requirements by providing DHHS with the information below:
- 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.

The Grantee shall update the above information as changes occur.

- 5.4 **Background Screening Requirements.** The Grantee and any individuals associated with the Grantee shall comply with the background screening requirements in Utah Code §62A-2-120 and Utah Administrative Code R501-14.
- 5.5 **Provider Code of Conduct.** If the Grantee and any individuals associated with the Grantee will be working with DHHS clients, the Grantee shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Grantee shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Grantee and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Grantee shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- 5.6 **State and DHHS Financial Reporting Requirements.** The Grantee shall comply with applicable federal and state laws, rules, and requirements regarding financial reporting. A summary of these requirements is provided in Attachment D, Table 1.
- The Grantee shall also comply with the DHHS financial reporting requirements stated in Attachment D, Table 2. If the Grantee requires an extension to submit required reports to DHHS, the Grantee may submit a request to [DHHSfinancialreports@utah.gov](mailto:DHHSfinancialreports@utah.gov). Requests for extensions must include the requested length of extension; justification for the requested extension; and the name, phone number, and email address of the person requesting the extension.
- 5.7 **Nonprofit Registration.** If the Grantee is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.

**Article 6: Record Keeping and Reporting Requirements**

- 6.1 **Record-Keeping.** The Grantee shall maintain all records necessary for the proper and efficient operation of the grant.
- 6.2 **Access to Records.** The Grantee shall provide immediate access to all records relating to this agreement and shall not limit or interfere with either DHHS's or the federal awarding agency's access rights.
- 6.3 **Retention of Records.** The Grantee shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report as reported to DHHS, with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement.
- 6.4 **Reporting.** The Grantee shall submit all reports and back-up data required or requested by this agreement, the Federal Awarding Agency, and DHHS in a timely manner.
- 6.5 **Annual Financial Reporting.** The Grantee shall comply with applicable federal, State, and DHHS annual financial reporting requirements. These requirements are summarized in Attachment B.

**SIGNATURES**

Each party is signing this agreement on the date stated below that party's signature. The Grantee represents that the person who has signed this agreement on its behalf has full legal authority to bind the Grantee and to execute this agreement. This agreement is not fully executed until the State of Utah Approving Authority has signed this agreement.

**TOOELE COUNTY CORPORATION**

By: James A Welch  
James A Welch (Jul 20, 2022 16:35 MDT)  
Name: James A Welch  
Title/Position: County Manager  
Date: 07/20/2022

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

By: Tracy S. Gruber  
Tracy S. Gruber (Jul 21, 2022 07:46 MDT)  
Name: Tracy S. Gruber  
Title/Position: Executive Director  
Date: 07/21/2022

Processed By:  
Samin Eskandariyan  
Samin Eskandariyan (Jul 20, 2022 17:43 MDT)  
DHHS Bureau of Finance  
Date: 07/20/2022

Processed By:  
**RECEIVED AND PROCESSED  
BY DIVISION OF FINANCE**  
State Division of Finance  
Date: 07/21/2022

**APPROVED AS TO FORM:**

Colin R. Winchester 08/09/2022 Page 9 of 9  
**Colin R. Winchester**  
**Deputy Tooele County Attorney**

# ATTACHMENT A

## ATTACHMENT A: SCOPE OF WORK

### A. Purpose

The Omnibus Reconciliation Act of 1981 [P.L. 97-35] amended title XX of the Social Security Act establishing the Social Services Block Grant (“SSBG”). The SSBG is administered by the U.S. Department of Health and Human Services (“HHS”) to enable states and local government agencies to furnish social services 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 Department of Health and Human Services (“DHHS”) to local government agencies as local discretionary funds. 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 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.

### C. Grantee Qualifications

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

### D. Grantee Compliance

1. The Grantee shall comply with all laws, regulations, and ordinances.
2. Federal Funding Accountability and Transparency Act (“FFATA”): The Grantee shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHHS with the following information, updating it as changes occur:
  - a. The Grantee's Data Universal Numbering System 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.
3. Information entered by DHHS in the FFATA sub-award Reporting System can be viewed at the following website: [USAspending.gov](http://USAspending.gov)

### E. Grant Requirements and Restrictions

The Grantee is bound by various federal and state of Utah fiscal and administrative rules, requirements and restrictions including both federal and DHHS Cost Principles. The Grantee must familiarize itself with and comply with all applicable grant rules, requirements and restrictions as well as all applicable cost principles.

F. **Annual Reporting Requirements**

The following information shall be collected and reported to DHHS on an annual basis on or before September 30th of each year so that DHHS 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 to reflect the types of services;
2. The amount of SSBG funds spent 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 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 must use the federal uniform definitions of services at 45 CFR 96, categories 1 - 28, in submitting the data required in section E above. Please refer to the federal uniform definitions found at: <https://www.acf.hhs.gov/ocs/law-regulation/ssbg-legislation-uniform-definition-services> Where the Grantee cannot use the uniform definitions, they 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 DHHS to report the data required in section F above.

H. **Documentation Requirements**

1. The Grantee must be able to demonstrate that all grant funds awarded are expended appropriately. 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 must 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.
2. 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**

1. **METHOD AND SOURCE OF GRANTEE PAYMENT:** To obtain payment, the Grantee shall submit to DHHS billings for its authorized costs. Billings must be submitted using the SSBG billing form provided by DHHS. DHHS shall reimburse the Grantee by a warrant drawn against DHHS.
2. **PAYMENT, BILLING PERIOD AND DEADLINES:** The Grantee shall submit all billings on a quarterly basis during the State Fiscal Year, which is July 1 through June 30. The billing periods are July – September, October – December, January – March, April – June.



- (a) Billings and claims for reimbursement during a given billing period shall be submitted within fifteen days after the last day of each billing period. All final billings must be received within fifteen days of Agreement termination, regardless of the billing period. If the Grantee fails to meet these deadlines, DHHS may deny payment for such delayed billings or claims for reimbursement.
- (b) Billings (invoices and claims for reimbursement) Information (including match and the completed SSBG Contract Review Summary Report) required by the DHHS must be reported and included with each quarterly billing for payment to be processed. Payment for quarterly billings is limited to actual expenditures incurred up to one fourth (1/4) of the total 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.) The amount paid over the course of this Agreement must not exceed the total Agreement amount.
- (c) The Grantee shall submit all billings and claims for reimbursement of costs incurred on or before June 30<sup>th</sup> of a given fiscal year no later than July 20<sup>th</sup> of the following fiscal year, regardless of the termination date DHHS 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 20<sup>th</sup> of the following fiscal year. The Grantee shall bill DHHS and DHHS 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 DHHS cost principles.
- (d) Billings must be emailed to the DHHS Division of Finance & Administration at DHHSFinance@utah.gov.

J. **Compliance Monitoring**

- 1. **Monitoring of Grantee's Performance:** DHHS has the right to monitor the Grantee's performance. Monitoring of the Grantee's performance is relying on the criteria set forth in this agreement's goals and objectives. 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 DHHS. DHHS may direct any questions above regarding invoices and reports to the Grantee's representative as follows:

Name and/or Title: Hancy K. Dalton, Dir.

Telephone #: (435) 843-4715

Address: 4750 Main St., Rm. 114 Tooele, Utah 84074

- 3. **Cooperation with Monitoring Efforts:** The Grantee shall cooperate with the state in its monitoring efforts, including 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 DHHS 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. DHHS may withhold any or all-subsequent payments under this

agreement or under other agreements with the Grantee until the DHHS fully recoups any payments to the Grantee that were determined to have been made incorrectly.

K. **Outcomes and Reporting**

The purpose of the SSBG program is to provide funds to states to provide services for individuals, families, and entire population groups in one or more of the following areas:

1. Achieve or maintain economic self-support to prevent, reduce, or eliminate dependency;
2. Achieve or maintain self-sufficiency, including reduction or prevention of dependency;
3. Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests or preserve, rehabilitate, or reunite families;
4. Prevent or reduce inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care; and
5. Secure referral or admission for institutional care when other forms of care are not appropriate, or providing services to individuals in institutions.
6. **Reporting:** Grantee's must complete an annual post-expenditure report detailing the number of eligible individuals who received services paid for in part or in whole with federal funds under SSBG. The purpose of this information is to identify SSBG expenditures and recipients, as well as the intended geographic location and eligibility considerations for planned services for applicable populations. Information will be used to gain insight on the administration of the SSBG program and to provide support to grantees related to the administration of their SSBG program.



**ATTACHMENT B: REPORTING REQUIREMENTS  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282

Federal Funding Agency: \_\_\_\_\_  
 Program Source: \_\_\_\_\_  
 CFDA Number: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Sub-Recipient UEI Number: \_\_\_\_\_  
 Sub-Recipient Name: \_\_\_\_\_  
 Contractor's Principal Place of Performance: \_\_\_\_\_  
 \_\_\_\_\_

**Certification**

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive:

1. 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, subgrants, and/or cooperative agreements; and
2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_ Yes: Continue Below                      \_\_\_\_\_ No: See Attestation

Name	Title	Total Compensation Level*
1.		
2.		
3.		
4.		
5.		

\*Total Compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (For information see 17 CFR 229.402(C)(2)):

- 1) Salary and bonus
  - 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments
  - 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - 5) Above-Market earnings on deferred compensation which is not tax-qualified
  - 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (Source: <http://www.hrsa.gov/grants/ffata.html>)

**Attestation**

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the U.S. Criminal Code.

County Manager  
Chief Agency Official

James A. (Avery) Welch  
Name and Title

Aug. 2, 2022  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

Colin Winchester 08/09/2022  
Colin R. Winchester  
Deputy Tooele County Attorney

**ATTACHMENT C: 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.

James A. Welch  
Signature and Date  
James A. (Dan) Welch  
Printed Name  
County Manager  
Title  
Tooele County  
Organization

**APPROVED AS TO FORM:**

Colin R. Winchester 08/09/2022  
Colin R. Winchester  
Deputy Tooele County Attorney

## **ATTACHMENT D: 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.

James A. Welch  
Signature and Date  
JAMES A. (Andy) Welch  
Printed Name  
County Manager  
Title  
Tooele County  
Organization

**APPROVED AS TO FORM:**

Colin R. Winchester 08/09/2022  
Colin R. Winchester  
Deputy Tooele County Attorney

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

James A. Welch  
Signature and Date  
James A. (Andy) Welch  
Printed Name  
County Manager  
Title  
Tooele County  
Organization

APPROVED AS TO FORM:

Colin Winchester 08/09/2022  
Colin R. Winchester  
Deputy Tooele County Attorney

**ATTACHMENT F: 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]

James A. Welch  
Signature and Date  
James A. (Andy) Welch  
Printed Name  
County Manager  
Title  
Tooele County  
Organization

APPROVED AS TO FORM:

Colin Winchester 08/09/2022  
Colin R. Winchester  
Deputy Tooele County Attorney