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| **Weber-Morgan Health Department**  455 23rd Street Ogden, Utah 84401 |  |

Contract Agreement between Weber-Morgan Health Department and Weber County Sheriff’s Office

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| --- | --- | --- | --- |
| Date | Services Performed For: | By: | |
| August 26, 2022 | Weber-Morgan Health Department  455 23rd Street Ogden, Utah 84401 | Weber County Sheriff’s Office  1400 Depot Drive Ogden, Utah 84404 |

**CONTRACTING PARTIES**

This contract is between the Weber-Morgan Health Department, hereinafter referred to as Health Department or DEPARTMENT, and Weber County Sheriff’s Office hereinafter referred to as the CONTRACTOR:

CONTRACTOR award amount: Weber County Sheriff’s Office $84,998

PAYMENT ADDRESS MAILING ADDRESS

Weber County Sheriff’s Office Weber County Sheriff’s Office

Attn: Daniel Driggs Attn: Daniel Driggs

1400 Depot Drive 1400 Depot Drive

Ogden, Utah 84404 Ogden, Utah 84404

Duns/UEI Number: 073101917 Indirect Cost Rate:0%

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| Federal Program Name: | Addressing COVID-19 Disparities and Advancing Health Equity in the State of Utah | Award Number: | 1NH75OT000059-01-00 |
| Name of Federal Awarding Agency: | DHHS – CDC | Federal Award Identification Number: | NH75OT000059 |
| CFDA Title: | Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises | Federal Award Date: | 5/28/2021 |
| CFDA Number: | 93.391 | Funding Amount: | $1115165 |

The CONTRACTOR/Sub-recipient must comply with applicable federal laws, regulations, and the provisions of the federal award. (2 C.F.R. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS)

**CONTRACT PERIOD**

This contract shall be effective August 1, 2022 and shall remain in effect until February 29, 2024, or until CONTRACTOR submits final report (not to exceed an extension of 6 months), unless terminated or otherwise modified in accordance with the terms and conditions of this contract.

**PURPOSE**

The purpose of this contract is to ensure proper coordination of the Health Equity Community Grant. In consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

**SECTION ONE: FUND REQUIREMENTS**

* 1. In exchange for receipt of Funds, CONTRACTOR agrees to the following uses and limitations of uses for the Funds:

1. Funds shall be expended in compliance with the list of allowable activities and action plan as approved by DEPARTMENT.
   1. List of allowable activities:
      1. Staff training related to Health Equity
      2. In state travel for staff working on the health equity team
      3. After-school programs (focused on rural areas and/or underserved underrepresented populations)
      4. Media development or design targeting vulnerable populations
      5. Social media management, engagement & boosting targeting vulnerable populations
      6. Advertising to health equity populations (focused on rural areas and/or underserved underrepresented populations)
      7. Language translation & interpretation
      8. Cultural & sensitivity awareness
      9. Provide client support and follow-ups (focused on rural areas and/or underserved underrepresented populations)
      10. Community outreach (focused on rural areas and/or underserved underrepresented populations)
      11. Support & promote COVID-19 vaccines and testing (only outreach and education focused on rural areas and/or underserved underrepresented populations)
      12. Coalition building
      13. Community assessments, data collection or surveys
      14. Promoting health services, mobile services & tele-health (focused on rural areas and/or underserved underrepresented populations)
      15. Medicaid enrollment
      16. Supporting the LGBTQ+ community
      17. Working with SNAP, WIC partners
      18. Supporting alternative high school programs and teen pregnancies by providing resources and education (focused on rural areas and/or underserved underrepresented populations)
      19. Support and participate in public health preparedness programs (focused on rural areas and/or underserved underrepresented populations)

1. Pursuant to the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2019 (Public Law (PL) 115-245), the Grantee may not use funds for political or lobbying activities.
2. Funds may not be used for construction, health care services and/or clinical/medical materials, stipends for vaccines or testing, any type of research; and food.

During the funding period, CONTRACTOR is required to submit progress reports quarterly (October 15, 2022; January 15, 2023; April 15, 2023; July 15, 2022; October 15, 2023; January 15, 2024) and a final report once funds are expended, which includes the following:

1. List quarterly activities accomplished;

2. Provide accounting for the expenditure of grant funds;

3. Describe measurable outcomes as a result of the expenditures;

4. Describe the impact and effectiveness of programs and activities funded through the grant; and

5. Indicate the amount of grant funds remaining on the date that the report is submitted.

**SECTION TWO: USE OF FUNDS**

* 1. All expenditure of Funds must be for projects or items set out in the

CONTRACTOR’S application and proposal form(s) attached as Exhibit 1.

* 1. If CONTRACTOR determines for any reason not to use the funds specified in its funding application and as approved in this Agreement, during the contract period, CONTRACTOR agrees to return such funds to DEPARTMENT.

**SECTION THREE: CONSIDERATION**

3.1 Payment of Funds to CONTRACTOR and the amounts thereof have been determined, and will be paid as noted below. CONTRACTOR has been approved for Health Equity Community Grant as follows:

Weber County Sheriff’s Office $84,998

Funds will be distributed accordingly: $33,999.20 (40%) will be released by August 31, 2022. $25,499.40 (30%) will be released by February 28, 2023. The remaining $25,499.40 (30%) will be released by August 31, 2023. Funds dispersed will be dependent upon submission and approval of quarterly reports.

**SECTION FOUR: EFFECTIVE DATE & TERM**

4.1 This Agreement shall be for a term of eighteen months and shall not be renewable. It is understood that the Funds received by CONTRACTOR under this Agreement will be expended and accounted for within eighteen months of the date this Agreement is executed by DEPARTMENT or until CONTRACTOR submits final report (not to exceed an extension of 6 months).

**SECTION FIVE: RECORDS AND AUDIT**

5.1 CONTRACTOR agrees to maintain detailed and accurate records of the use of all funds that it receives under this Agreement. CONTRACTOR further agrees to retain said records and make them available for review upon the DEPARTMENT’S request. Said records shall be maintained by CONTRACTOR for a period of five (5) years from the date of their creation.

5.2 It is the intent of the DEPARTMENT to complete audits of the use of all grant funds by CONTRACTOR and CONTRACTOR agrees to cooperate in that audit and account for the use of funds granted CONTRACTOR under this Agreement. CONTRACTOR shall work with the DEPARTMENT to complete audits on an annual basis.

**SECTION SIX: ASSIGNMENT AND TRANSFER OF FUNDS**

6.1 It is understood and agreed that CONTRACTOR shall not assign or transfer its rights, interests or claims under this Agreement. The funds provided under this Agreement shall be used exclusively and solely by CONTRACTOR for the purposes set forth in this Agreement.

**SECTION SEVEN: INDEMNIFICATION AND INSURANCE**

7.1 CONTRACTOR and DEPARTMENT are governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. § 63G-7-101, et seq.) (the "Act."). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

7.2 CONTRACTOR is a participating member of the Utah Counties Indemnity Pool (UCIP), a joint reserve fund authorized in accordance with the provisions of UCA 63G-7-703. CONTRACTOR agrees to maintain at its own cost commercial general liability coverage with limits not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence.

**SECTION EIGHT: MISCELLANEOUS**

8.1 **Additional Documents.** The following documents shall be submitted by CONTRACTOR to the DEPARTMENT prior to any funds being disbursed to CONTRACTOR by the DEPARTMENT, and are incorporated into this Agreement by reference, being made part hereof as exhibits:

1. Completed W-9 form.
2. Completed Vendor ACH form if electronic funds transfer is preferred
3. DUNS or UEI Number. If you don’t not have a UEI, you can get one on sam.gov

8.2 **Administrative Requirements.** The following activities are required:

A. CONTRACTOR staff will attend one of the Health Equity trainings which will be held during the first two quarters of the grant cycle.

B. CONTRACTOR staff shall participate in at least one (1) site visit with DEPARTMENT staff.

8.3 **Authorization.** The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.

8.4 **Compliance with Laws.** During the time the CONTRACTOR is expending the

funds provided by this Agreement, CONTRACTOR, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to, laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.

8.5 **Termination.** The DEPARTMENT may terminate this Agreement in whole or in part due to the failure of the CONTRACTOR to fulfill its contract obligations. Unless otherwise stated in this Agreement, the DEPARTMENT shall terminate by the DEPARTMENT delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall immediately deliver to the DEPARTMENT all unused funds previously paid to CONTRACTOR under this Agreement. The rights and remedies of the DEPARTMENT provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

8.6 **Independent Contractor**. CONTRACTOR shall perform the Work as an independent contractor and not as an employee or agent of DEPARTMENT.

8.7 **Severability.** The invalidity of any provision of this agreement shall not invalidate the agreement or its remaining provisions. If any provision of the agreement is determined to be invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. This agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the agreement.

8.8 **Waiver.** The failure of either party to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8.9 **Governing Law**. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8.10 **Entire Agreement**. This agreement represents the entire and integrated agreement between DEPARTMENT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both DEPARTMENT and CONTRACTOR.

8.11 **Survival**. The representations, warranties, and indemnification obligations contained herein will survive the termination of this agreement.

8.12 **Debarment**. The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, submit a written explanation for review by Weber County.

Contract with the Weber-Morgan Health Department and Weber County Sheriff’s Office.

IN WITNESS THEROF, the parties enter into this agreement on the date and year recited above.

CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEPARTMENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_