

**AGREEMENT FOR FEDERAL FUNDING
TO DETECT AND MITIGATE THE SPREAD OF COVID-19
IN HOMELESS SERVICES SITES AND OTHER CONGREGATE LIVING
FACILITIES**

This Agreement is made by and between the Weber-Morgan Health Department (“Health Department”) and The Weber Prosperity Center of Excellence, a department of Weber County (“County”), also individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the Utah Department of Health, or Department of Health and Human Services as of July 1, 2022, (“DOH”) is distributing to the Health Department a portion of its funds (“Funds”) received through the federal Epidemiology and Laboratory Capacity for Infectious Diseases program (“Program”); and

WHEREAS, the Health Department must use the Funds in accordance with its contract with the DOH entitled “Covid-19 – Weber-Morgan Health Department – Homeless Services 2022”, State Contract Number 222701231 (“State Contract”); and

WHEREAS, to meet its obligations under the State Contract, the Health Department wishes to share a portion of the Funds with the Weber Prosperity Center of Excellence, which is a department of the County; and

WHEREAS, The Health Department and the County recognize an immediate need to distribute Funds to the County, through its Prosperity Center of Excellence, to strengthen the County’s basic epidemiologic and laboratory capacity to address and prevent the spread of COVID-19 in homeless shelters, encampments, and other congregate living facilities.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

**SECTION ONE
FEDERAL AWARD INFORMATION**

1. The Parties hereby incorporate the State Contract into this Agreement by reference, which is attached as “Appendix A”.
2. Pursuant to 2 C.F.R. 200.332, the Health Department hereby notifies the County of the federal award identification information contained in the State Contract, including:

Subrecipient name:	Weber-Morgan Health Department
Subrecipient DUNS number:	961350493, UEI: GRG9MLK5QG65
Federal award identification number:	NU50CK000536
Federal award date:	October 25, 2021
Subaward performance state and end date:	Utah, July 31, 2024
Total amount of federal funds obligated to the County:	\$110,949.00
Federal awarding agency:	Department of Health & Human Services/ CDC

CFDA number and name:	93.323
Is the award for research and development?	NO
Indirect cost rate for the federal award:	10%

**SECTION TWO
DISTRIBUTION AND USE OF THE FUNDS**

1. The Health Department shall distribute up to \$110,949.00 to the County for expenditures made by the County that are directly related to the performance of this contract. Such expenditures must be made on or after February 1, 2022 and before July 31, 2024 in order to be eligible for reimbursement.
2. On a monthly basis, the County will request reimbursement from the Health Department for actual expenditures incurred, plus 10 percent to cover indirect costs.. Expenditures made after July 31, 2024 will not be reimbursed.
3. The County shall use the Funds to:
 - a. implement regular COVID-19 screening and diagnostic testing for homeless service site clients, homeless service site staff, people experiencing unsheltered homelessness, and outreach staff;
 - b. Establish or support processes to share data with health departments, homeless service providers, and relevant public health agencies (including CDC) for the purposes of responding to cases and outbreaks; and
 - c. Respond to outbreaks in homeless shelters, encampments, and other congregate living facilities, including supporting individual-level or location-based contact tracing.

**SECTION THREE
TERM OF AGREEMENT**

4. This Agreement shall commence on the date it is signed by both Parties and shall terminate on July 31, 2024, unless terminated or extended by agreement in accordance with the terms and conditions of this Agreement. Provisions of this Agreement that are expressly declared to survive termination, as well as provisions that by their nature are clearly intended to survive termination, shall continue in effect until the need for those provisions has clearly expired. Upon termination of this Agreement, the County shall immediately return any remaining Funds and provide an accounting of all Funds expended.

SECTION FOUR INDEMNIFICATION

5. The County agrees to indemnify and hold the Health Department, its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the County in its use of Funds pursuant to the terms of this Agreement, including any recovery effort from federal and state authorities for use of Funds not permitted under the Program. This provision shall survive termination of this Agreement.

6. Notwithstanding the foregoing, the Parties are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither Party waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION FIVE RECORDS/AUDIT

7. All records created or received by the County in relation to the use of the Funds shall be retained and maintained in accordance with Utah’s Government Records Access and Management Act and any other applicable state and/or federal law. The County agrees to retain all necessary documentation required by federal and state authorities in order to demonstrate compliance with the Program and this Agreement and any other applicable law related to the use of the Funds.

8. The County shall fully cooperate with and assist in complying with any federal or state auditing requirements related its use of the Funds. Upon request, records shall be made available for examination by the Health Department to verify compliance with this Agreement. This provision shall survive the termination of this Agreement.

9. The County acknowledges it is a recipient of federal funds passed through the Health Department. The County asserts that it has not been suspended or debarred from doing business with the federal government. The County agrees to have an annual audit conducted in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to forward a copy of that audit to the Health Department within 30 days of its completion.

10. The County shall comply with all reporting requirements imposed on the Health Department in the State Contract that are related to the County’s use of the Funds, in addition to any reporting requirements set forth in this Agreement.

**SECTION SIX
MISCELLANEOUS**

11. **Amendment.** This Agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the Health Department and the County.

12. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

13. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

14. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this Agreement.

15. **Governing Law.** This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this Agreement and any applicable state or federal law, the state or federal law shall control.

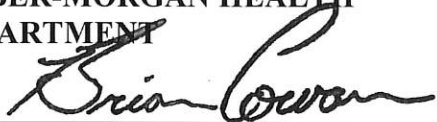
16. **Headings.** The section headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall serve as one Agreement.

18. **Entire Agreement.** This document contains the entire Agreement and understanding between the Parties and constitutes the entire Agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and Agreements.

Signatures on the next page.

**WEBER-MORGAN HEALTH
DEPARTMENT**

By 
Brian Cowan, Director

Date 5/19/22

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY, ON BEHALF OF
THE WEBER PROSPERITY CENTER OF
EXCELLENCE.**

By _____
Scott K. Jenkins, Chair

Commissioner Harvey voted _____
Commissioner Froerer voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor