

Salt Lake County Contract No. HLT21CEG{xxx}

This Grant Agreement (the “Agreement”) is between Salt Lake County, a body corporate and politic of the State of Utah (the “County”), and _____ (“Grantee”), a non-profit corporation with its principal place of business at _____

The County and Grantee are collectively referred to as the Parties.

RECITALS

1. The County is distributing grants to organizations established as a legal entity under state or federal statutes and regulations that work directly with communities in Salt Lake County. Working closely with County Community Health Workers (“CHW”) and County Health Educators in cooperative, collaborative partnerships, Grantees will conduct education and outreach, including creating culturally and linguistically appropriate plain language COVID-19 vaccine and related health inequities educational resources for their specific racial and ethnic minority population within their geography. Grantees may also conduct other activities related to COVID-19, such as hosting vaccination clinics with the Salt Lake County Health Department (the “Grant Program”).
2. To achieve the objectives of the Grant Program, the County wishes to provide the Grantee funding to execute the services described below for the Grant Program.
3. The Grantee’s unique tax identification number is _____
4. The Grantee’s DUNS number is _____ (only required of Grantees receiving \$50,000.00 or more in Grant Funds).
5. The amount of funds obligated to the Grantee by the County under this Agreement is the amount identified in Section 3.1.

AGREEMENT

The Parties agree as follows:

1. INCORPORATED BY REFERENCE:

- 1.1. The recitals are hereby incorporated into this Agreement.

2. DEFINITIONS:

- 2.1. “Grantee” means the individual or entity receiving the funds identified in this Agreement. The term “Grantee” shall include Grantee’s agents, officers, employees, volunteers, and partners.
- 2.2. “Grant Funds” means funds received by the Grantee under this Agreement.
- 2.3. “Grant Period” means July 1, 2021, through June 30, 2022. The grant period may be renewed for one additional one-year term at the discretion of the County.
- 2.4. “County” means Salt Lake County, in its entirety, including its agencies, departments, divisions,

authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

- 2.5. "COVID-19" means the Coronavirus Disease 2019.
- 2.6. "Subgrantee or subcontractor" means an individual or entity that has entered into an agreement with the Grantee to perform services or provide goods using or paid for by Grant Funds provided under this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantees/subcontractors if those individuals or entities have agreed to perform all or most of the subgrantee's or subcontractor's duties under this Agreement.

3. GENERAL:

- 3.1. Grantee is hereby awarded \$ _____ to perform activities outlined in Attachment A, Scope of Work and Exhibit B, COVID Equity Grant Application.
 - 3.1.1. The County, in the County's sole discretion and based on funding availability, may transfer additional Grant Funds to Grantee and/or extend the Grant Period by formal amendment to this Agreement.
- 3.2. Grantee's Obligations:
 - 3.2.1. Grantee will use the Grant Funds only as detailed in Attachment A, Scope of Work, and Exhibit B, COVID Equity Grant Application, hereby incorporated into this Agreement by reference. Use of Grant Funds for any purpose not detailed in Attachment A and Exhibit B of this Agreement, without prior express written consent of the County, will constitute a material breach of this Agreement.
 - 3.2.1.1. Grant funds may only be used to serve Salt Lake County populations.
 - 3.2.1.2. Grantee will collect data from their clients and community members, through tools designed by the County, as outlined in Attachment A, Scope of Work and Exhibit B, COVID Equity Grant Application.
 - 3.2.2. Grantee is solely responsible for complying with this Agreement. Grantee shall be the sole point of contact regarding all matters related to this Agreement.
 - 3.2.3. Grantee will repay to the County any Grant Funds expended in violation of paragraph 3.2 of this Agreement.
 - 3.2.4. Grantee must comply with the auditing, monitoring, record keeping, and reporting sections of this Agreement.
 - 3.2.5. The Grantee may use subgrantee or subcontractor to fulfill its obligations under this Agreement.
 - 3.2.6. Within ten business days of the end of the Grant Period, Grantee shall return to the County all Grant Funds that are unexpended within the Grant Period.

Grantee Initials acknowledging Section 3: _____

- 4. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah and venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 5. **CONFLICT OF INTEREST:** Grantee certifies, through the execution of the Agreement, that

none of its owners, directors, officers, or employees are employees of the County or are relatives of an employee of the County. A relative is defined as: spouse, child, stepchild, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild. If Grantee is unable to certify that that none of its owners, directors, officers, or employees working under this Agreement, are relatives of an employee of the County, Grantee shall disclose the name of the individuals with a potential conflict of interest to the County so the County may review the potential conflict and either approve or deny the grant as may be required by relevant law.

6. INDEPENDENT CONTRACTOR AND TAXES: The relationship of County and Grantee under this Agreement is that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local law, including but not limited to, those obligations relating to employee supervision; benefits and wages; taxes; unemployment compensation and insurance; social security; workers' compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. Nothing contained in this Agreement may be construed to create the relationship between County and Grantee of employer and employee, partners, or joint venturers. The Parties agree that Grantee's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7. IMMUNITY AND INDEMNITY:

- 7.1. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (2015). The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
- 7.2. Grantee shall indemnify the County from all claims, losses, suits, actions, damages, and costs arising out of Grantee's (or Grantee's subgrantees or subcontractors) performance of this Agreement.

8. SUBGRANTEE/SUBCONTRACTOR AGREEMENTS: In substantially the same form, Grantee shall insert the following provision in all its subgrantee agreements under this Agreement.

Subgrantee/Subcontractor understands that the subcontract/subgrant is between the grantee and the subgrantee/subcontractor and is funded by Salt Lake County.

Subgrantee/Subcontractor further agrees that at all times during the agreement, subgrantee/subcontractor will comply with all anti-discrimination, employment, and drug-free workplace laws and all other applicable federal and state constitutions, and other applicable local laws, rules, codes, orders, and regulations.

9. MONITORING:

- 9.1. The County shall have the right at any time and for any reason to monitor Grantee's use of the Grant Funds under this Agreement, or any of Grantee's subgrantees or subcontractors use of Grant Funds. Monitoring of Grantee's use of the Grant Funds shall be at the complete discretion of the County that will include but is not limited to Grantee's fiscal operations, and compliance

with the terms, conditions, and attachments of this Agreement.

- 9.2. If it is discovered that Grantee (or Grantee's subcontractors or subgrantees) is in default (not in compliance with the Agreement), Grantee may be subject to sanctions which may include warnings, audits, termination, demand for the return of funds, and/or suspension/debarment from participation in future grants and contracts with County.
- 9.3. Grantee shall include provisions similar to this Section 9 in its agreements with subgrantee/subcontractors allowing the County access to monitor and audit the records of any subgrantees/subcontractors.

10. RECORD KEEPING:

- 10.1. Grantee shall keep detailed records of all expenditures Grantee or its subcontractors/subgrantees make of the Grant Funds.
- 10.2. Grantee shall contractually require that all subcontractors or subgrantees document and track uses of the Grant Funds, or determinations of eligibility for Grant Funds, and provide all such documentation to Grantee.
- 10.3. If the Grantee fails to document any expenditure of Grant Funds as provided in this Section 10, the Grantee will repay to the County the Grant Funds spent on unsupported or undocumented expenditures.
- 10.4. Grantee will fully cooperate with the County and the State of Utah in any investigations or audits into the use of Grant Funds.

11. REPORTING AND CERTIFICATION:

- 11.1. Grantee shall submit to the County monthly reports outlining their work, successes, and barriers, and 1-2 quantitative indicators that represent work completed through tools designed by the County, as outlined in Attachment A, Scope of Work.
- 11.2. Upon termination of this Agreement for any reason, the Grantee will submit a final report providing a general summary of the total expenditures under this Agreement.
- 11.3. All monthly and final reports will certify that Grantee used the Grant Funds in a manner compliant with this Agreement and applicable law.
- 11.4. Grantee shall include provisions similar to Sections 10 and 11 of this Agreement in its agreements with subcontractors/subgrantees requiring the same level of record keeping that applies to the Grantee.

12. DEFAULT: Any of the following events will constitute cause for the County to declare Grantee in default of this Agreement (i) Grantee's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Grantee's material breach of any term or condition of this Agreement.

13. AGREEMENT TERMINATION:

- 13.1. Termination for Cause: This Agreement may be terminated with cause by the County, upon written notice given by the Grantee. The Grantee will be given 5 calendar days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate Grantee's liability for damages. If the default remains after Grantee has been provided the opportunity to cure, the County may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii)

debar/suspend Grantee from receiving future grants or contracts. If written notice is delivered under this section, the Grantee will provide an accounting of funds expended up to the date of termination and return any remaining balance to the County.

- 13.2. Immediate Termination: The County may terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or gross mismanagement as determined by the County.
 - 13.3. Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon 24 hours written notice delivered to the Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the County's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal, State, or County funding, whether as a result of a legislative act or by order of the President, the governor of the State of Utah, or the Salt Lake County Mayor. If written notice is delivered under this section, the Grantee will provide an accounting of funds expended up to the date of termination and return any remaining balance to the County within 10 days of receiving notice. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
 - 13.4. Remedies for Grantee's Violation: In the event this Agreement is terminated under section 13 of this Agreement, the Grantee will return to the County any unexpended Grant Funds, and any Grant Funds expended by Grantee in a manner that does not comply with this Agreement.
- 14. FEES AND COSTS:** In the event of any judicial action to enforce its rights under this Agreement, the prevailing party, whether the County or Grantee, shall be entitled its costs and expenses incurred in connection with such action.
- 15. LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, Grantee acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which it operates and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement. Failure to secure or maintain a license is grounds for termination of this Agreement. Grantee acknowledges that it is responsible for familiarizing itself with these laws and regulations and complying with all of them.
- 16. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:** At all times during this Agreement, and for all uses of Grant Funds under this Agreement, Grantee will comply with all anti-discrimination, employment, and drug-free workplace law and all other applicable federal and state constitutions, and other applicable local laws, rules, codes, orders, and regulations.
- 17. PUBLIC INFORMATION:** Grantee agrees that this Agreement will be a public document and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the County express permission to make copies of and disclose this Agreement, invoices and supporting documentation in accordance with GRAMA. The Grantee further agrees and understands that the supporting application for this Agreement, and any other document or record provided to the County by Grantee under this Agreement is subject to GRAMA and may be available for public and private distribution in accordance with GRAMA.

- 18. FINANCIAL/COST ACCOUNTING SYSTEM:** Grantee agrees to employ standard business accounting practices and to otherwise maintain records sufficient to demonstrate that the Grant Funds provided have been spent in accordance with this Agreement.
- 19. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 20. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Agreement; (ii) Attachment A;(iii.) Exhibit B. Any provision attempting limit the rights of the County attached to this Agreement is rendered null and void.
- 21. SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
- 22. ERRORS AND OMISSIONS:** Grantee shall not take advantage of any errors and/or omissions in this Agreement. Grantee must promptly notify the County of any errors and/or omissions that are discovered.
- 23. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 24. EFFECTIVE DATE AND TERMINATION:** This Agreement is effective upon the signature of the last party to sign, as indicated by the corresponding date, (the “Effective Date”) and will terminate June 30, 2022, unless terminated sooner as provided herein, or extended in writing as provided herein.
- 25. STANDARD FORM:** Any alteration of the standard form language without approval of the Office of the Salt Lake County District Attorney shall render this agreement void and without effect. Any changes to this agreement must be pre-approved as to from by the District Attorney's Office.
- 26. SUSPENSION OR DEBARMENT:** The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement, and the Grantee certifies that any representations are true and correct and that it will abide by the terms of the Agreement.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

HEALTH DEPARTMENT

By: _____
Angela C. Dunn, MD MPH
Executive Director

Date: _____

Division Director Initials: _____

GRANTEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Grantee by authority of law and that this Agreement is binding upon Grantee. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 768-504 (1973). Any misrepresentations made in the application or this Agreement may subject the Grantee and the individual signing to criminal liability.

APPROVED AS TO FORM:



Stacia R. Sidlow
Deputy District Attorney
Salt Lake County
August 24, 2021

ATTACHMENT A – SCOPE OF WORK

1. Conduct education and outreach, including creating culturally and linguistically appropriate plain language COVID-19 vaccine and related health inequities educational resources for their specific racial and ethnic minority population within your specified geography and communities. Other activities related to COVID-19 as outlined in the Grantee’s COVID Equity Grant Application.
2. Provide data and feedback to the County as requested through meetings, focus groups, surveys, and/or other means of communication to inform Salt Lake County Health Department (“SLCoHD”) strategies, goals, and decisions, including working with SLCoHD on community and partnership assessments.
3. Attend monthly Grantee meetings and specialized trainings. If Grantee cannot attend one of the live sessions, at least one staff member will watch the recorded version in full.
4. Other activities as outlined in the attached proposal and Request for Applications.



Request for Applications COVID Equity Grant

Introduction: The Salt Lake County Health Department (SLCoHD) works to protect and improve the well-being of all County residents by preventing disease, illness, and injury and by impacting social, economic, and environmental factors fundamental to excellent health. The County is distributing grants to organizations established as legal entities under state or federal statutes and regulations that work directly with communities in Salt Lake County to work with County Community Health Workers and County Health Educators in a cooperative, collaborative partnership to conduct education and outreach, including creating culturally and linguistically appropriate plain language COVID-19 vaccine and related health inequities educational resources for their specific racial and ethnic minority population within their geography. Other activities related to COVID-19 such as vaccination clinics may also support these efforts.

Optional Informational Session: Applicants may submit questions about the application to Anni McKinnon at amckinnon@slco.org or by phone at 385-465-5339.

Outline of Grant Activities: In response to the COVID-19 Pandemic, the SLCoHD will offer grants to community partners that work directly with populations who have been disproportionately affected by the COVID-19 Pandemic, including LatinX, Native Hawaiian Pacific Islander, refugee, immigrant communities and those that identify as "other race". Activities must include:

1) *Work with a SLCoHD Community Health Worker or Health Educator in a cooperative, collaborative effort to create culturally and linguistically appropriate plain language materials and educational resources for their specific community.*

Grantees will create resources to educate their clients, communities, and families about the COVID-19 vaccine using informational/educational content based in science, as recognized by a legitimate, objective health, environmental, or government entity, such as the CDC, EPA, FDA, American Medical Association, etc.

2) *Share created materials through trusted networks to educate community on COVID-19 vaccine, disease, and other health information.*

Grantees are encouraged to conduct specific outreach and education to special populations within their communities where vaccination and health misinformation is most prominent.

Grantees may choose any education and outreach strategies they feel will best reach their intended audience, including but not limited to virtual town halls; PSAs; newsletters; radio; websites or social media platforms.

Requirements and Eligibility: Licensed organizations that work directly with priority communities and have an established level of trust within their communities. These organizations are known in their communities and are mindful of available resources, cultural values, barriers to accessing resources, and other key areas of knowledge within their community. Applicants must have existing strong relationships with the populations they propose to serve. Key requirements for a grantee include staff member or volunteers who:

- live or work in the community being served
- have established connections with community leaders
- have established connections with community resources, i.e., healthcare, social, and cultural
- speak, read, and write in the language of the community being served
- speak English

Reporting requirements will include brief monthly statements about activities and progress.

Application Process: To apply, please submit application to amckinnon@slco.org. If a written application is a barrier to submitting a proposal, we can conduct the application through an online interview. Please contact Anni McKinnon at amckinnon@slco.org or by phone (385) 468-5339 to schedule a meeting.

Applications will be accepted on an ongoing basis until the need is met or funding is depleted. We encourage applicants to submit their proposals **by Wednesday, September 15, 2021**, at midnight for best consideration.