

Attachment H: Utah Department of Health and Human Services State Funds Grant Terms

1. Definitions:

"Authorized Persons" means the Grantee's employees, officers, partners, subcontractors, or other agents of the Grantee who need to access State Data to enable the Grantee to perform its responsibilities under this agreement.

"Agreement Signature Page(s)" means the DHHS cover page(s), including the page(s) signed by the parties.

"DHHS" means the Utah Department of Health and Human Services.

"Local Money" means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

"State" means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Grantee's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Grantee. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"State Money" means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

2. **Governing Law and Venue:** This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **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.
4. **Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Grantee's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.
5. **No Automatic Renewals:** This agreement will not automatically renew.
6. **Laws and Regulations:** The Grantee shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
7. **Conflict of Interest:** The Grantee represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Grantee shall comply and cooperate in good faith with all conflict of interest and ethic laws.

8. **Independent Capacity:** The Grantee and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
9. **Reporting Receipt of Federal and State Funds.**
 - 9.1. If the Grantee is a nonprofit corporation and receives State Money, the Grantee shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of State Money that is not payment for goods or services purchased from the Grantee, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Grantee's fiscal year.
 - 9.2. The Grantee shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Grantee shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Grantee to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31st of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
 - 9.3. The Grantee shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
 - 9.4. Reports that are required to be sent to DHHS must be sent to dhhsfinancialreports@utah.gov.
10. **Timely Reporting:** The Grantee shall timely submit all reports and back-up data required by this agreement or requested by DHHS.
11. **Invoicing:** Unless otherwise stated in the scope of work, the Grantee shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Grantee shall list this agreement number on all invoices and correspondence relating to this agreement. The Grantee shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Grantee's billing period. Notwithstanding the foregoing, the Grantee shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Grantee's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Grantee's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.
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.
13. **Questioned Costs:** DHHS may question any billing by the Grantee if the billing is not supported by proper documentation. The Grantee shall provide documentation as requested by DHHS.
14. **Payment:**
 - 14.1. Payment to the Grantee will 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 any attached budget. Expenditures must 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. The Grantee consents to a follow-up audit and clawback of the grant funds if an audit shows that the grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.

14.2. DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Grantee will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Grantee as prescribed in the Utah Prompt Payment Act. The acceptance by the Grantee of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Grantee. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Grantee. The Grantee shall not charge end users electronic payment fees of any kind.

14.3. If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, DHHS shall reimburse the Grantee for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.

14.4. Upon 30 days written notice, the Grantee shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Grantee or its subcontractors.

15. 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. Among other items, payments to Related Parties 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. **"Related Parties"** means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.

16. Repayment: Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments or questioned costs will be immediately due and payable by the Grantee. In the alternative, DHHS may 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 this agreement.

17. 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.

18. Excessive Expenditures: 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 and 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. If this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.

19. **Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon written notice delivered to the Grantee, DHHS may immediately terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS reasonably determines that: (i) a change in federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS'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 or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, DHHS shall reimburse the Grantee for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
20. **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.
21. **Insurance:** The Grantee shall maintain insurance sufficient to cover the types of hazards normally associated with the services the Grantee will be providing.
22. **Suspension of Work:** DHHS shall give the Grantee written notice should DHHS suspend the Grantee's responsibilities under this agreement. The Grantee's responsibilities may be reinstated upon advance written notice from DHHS.
23. **Indemnification:**
 - 23.1. If the Grantee is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
 - 23.2. If the Grantee is a non-governmental entity, the Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Grantee shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Grantee's performance of this agreement caused by any intentional act or negligence of the Grantee, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DHHS. The Grantee is solely responsible for all payments owed to any subcontractor arising from the Grantee's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.
 - 23.3. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
24. **Intellectual Property Indemnification:** The Grantee shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of the Grantee's liability, such limitations of liability will not apply to this section.

- 25. 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.
- 26. Debarment:** DHHS may immediately terminate this agreement if DHHS determines that the Grantee has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Grantee certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Grantee shall immediately notify DHHS if the Grantee becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.
- 27. Termination and Default:**
- 27.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Grantee. If the Grantee terminates this agreement without cause, DHHS may treat the Grantee's action as a default under this agreement.
- 27.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Grantee's liability for damages.
- 27.3. Miscellaneous Grounds for Termination.** In addition to other grounds for termination, DHHS may immediately terminate this agreement if DHHS receives a notice of a lien against the Grantee's payments or if the Grantee becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Grantee shall provide DHHS with proof of financial viability upon request.
- 27.4. Payment After Termination.** DHHS shall pay the Grantee for the services properly performed under this agreement up to the effective date of the notice of termination. The Grantee agrees that in the event of termination, the Grantee's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Grantee having to terminate other contracts necessarily and appropriately entered into by the Grantee pursuant to this agreement.
- 27.5. Default.** Any of the following events will constitute cause for DHHS to declare the Grantee in default of this agreement: (i) the Grantee's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Grantee's material breach of any term or condition of this agreement. If the Grantee defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Grantee's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Grantee under this agreement, any other current agreement between DHHS and the Grantee, or any future payments due the Grantee to recover the funds. DHHS shall notify the Grantee of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.
- 28. Remedies:** In addition to terminating this agreement upon default or breach of the Grantee, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii)

debar or suspend the Grantee from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Grantee for services that do not conform to this agreement.

29. **Reviews:** DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Grantee to meet all of the terms and conditions of this agreement.
30. **Performance Evaluation and Remediation:** DHHS may conduct a performance evaluation of the Grantee's services, including the Grantee's subcontractors. DHHS may make the results of any evaluation available to the Grantee. DHHS may make scheduled and unannounced visits. The Grantee shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Grantee shall cooperate with all monitoring and audits. DHHS may require remediation. The Grantee shall comply with any remediation plan required by DHHS. The Grantee's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
31. **Public Information:** The Grantee agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Grantee of any GRAMA requests.
32. **Publicity:** The Grantee shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Grantee shall impose this restriction on its subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restriction on each lower tier of subawardees and subcontractors.
33. **Information Ownership:** Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Grantee shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Grantee under this agreement. The Grantee shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.
34. **Information Practices:** The Grantee shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Grantee to enter into a business associate agreement if applicable. The Grantee shall receive or request from DHHS only information about an individual that is necessary to the Grantee's performance of its duties and functions. The Grantee shall use the information only for purposes of this agreement.
35. **Secure Protection and Handling of State Data:**
 - 35.1. If the Grantee is given access to or stores State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Grantee to ensure that there is no inappropriate or unauthorized use of State Data. The Grantee shall safeguard the confidentiality, integrity, and availability of the State Data. The Grantee agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.
 - 35.2. Any and all transmission or exchange of State Data must take place via secure means. The Grantee shall create, store, and maintain any State Data on secure or encrypted computing devices or portable

storage mediums. The Grantee agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Grantee agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.

- 35.3. The Grantee shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- 35.4. The Grantee shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Grantee's attention. The Grantee shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
36. **Artificial Intelligence:** The Grantee shall not use State Data in any generative artificial intelligence ("GAI") queries, training, or program creation without prior written permission from DHHS. The Grantee attests that its GAI models use only properly licensed material. The Grantee shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Grantee's use of GAI. Should the Grantee learn that State Data has been used in GAI queries without DHHS permission, the Grantee shall immediately notify DHHS. The Grantee shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Grantee shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
37. **Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion:** Except for records that must be retained for a longer period under section 40.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Grantee shall notify DHHS. The Grantee shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
38. **Intellectual Property Ownership:** DHHS and the Grantee recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Grantee prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Grantee shall transfer any ownership claim to DHHS.

39. **Standard of Care:** The services of the Grantee and its subcontractors must be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the services that are the subject of this agreement. The Grantee shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

40. **Record Keeping, Audits, and Inspections:**

- 40.1. For financial reporting, the Grantee shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("**GAAP**").
- 40.2. The Grantee shall maintain or supervise the maintenance of all records necessary to properly account for the Grantee's performance and the payments made by DHHS to the Grantee under this agreement. 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. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Grantee shall retain these records as required by GAAP, state law, or specific program requirements, whichever is longer. The Grantee shall allow, at no additional cost, the State, auditors, and DHHS staff, access to all such records.
- 40.3. The Grantee shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
- 40.4. The Grantee shall comply with federal and State regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Grantee shall comply with applicable federal cost principles and agreement administration requirements. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Grantee shall send copies of required reports to dhhsfinancialreports@utah.gov.

41. **Employment Practices:** The Grantee shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of Services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the workplace; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Contract Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Grantee's employees or Persons served.

42. **Background Screening Requirements:** The Grantee and any individuals associated with the Grantee shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.

43. **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.
44. **Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
45. **Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **Subawards, Subcontracts and Assignment:** The Grantee shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Grantee retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Grantee agrees to use written subcontracts that conform to federal and State laws. The Grantee shall request DHHS approval for any assignment at least 20 days prior to its effective date.
47. **Force Majeure:** Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
48. **Severability:** The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.
49. **Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
50. **Notice:** Notice must be in writing and sent to dhhscontracts@utah.gov.
51. **Order of Precedence:** The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, the order of precedence (listed in order of descending precedence) among the terms is: (1) Agreement Signature Page(s); (2) this Attachment A; (3) DHHS scope of work; (4) Any other attachments.
52. **Time is of the Essence:** The Grantee shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Grantee shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Grantee's failure to timely perform the services required under this agreement.
53. **Dispute Resolution:** DHHS and the Grantee shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
54. **Prohibited Discriminatory Practices:** The Grantee shall not use grant funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.

55. **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.

(Revised: 4/16/2025)