



**SUBGRANT AGREEMENT BETWEEN  
UTAH ASSOCIATION OF FAMILY SUPPORT CENTERS, INC. AND  
FAMILY SUPPORT CENTER GRAND COUNTY**

**ARTICLE I – General Provisions**

This Subgrant Agreement is entered into between Utah Association of Family Support Centers, Inc., a Utah nonprofit corporation, DBA Family Support Centers of Utah (“**Grantee**”) and Family Support Center Grand County (“**Subgrantee**”).

This Subgrant Agreement is made pursuant to a State Funds Grant Agreement between Grantee and the State of Utah Department of Health and Human Services, Division of Child and Family Services (“**DHHS**” or “**Grantor**”), attached hereto as **Exhibit A**, (the “**Grant Agreement**”).

The purpose of the Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement. Subgrantee shall use the funds provided in this agreement for the purposes stated in the Grant Agreement, as described in the Scope of Work attached to the Grant Agreement as “Attachment A” and as further described in this Subgrant Agreement.

For the period beginning July 1, 2022 and ending on June 30, 2023 (the “**Contract Period**”), Subgrantee shall be paid up to \$101,360, a total contract maximum, for costs authorized under this Subgrant Agreement, based on funding availability and/or grant performance, as further detailed in Subgrantee’s budget for the funds to be received under this Subgrant Agreement, attached hereto as **Exhibit B** (the “**FSC Budget**”).

**ARTICLE II. RESPONSIBILITIES OF SUBGRANTEE**

Subgrantee shall perform the following:

- A. Fulfill the fiduciary duties with this Subgrant Agreement and ensure the funds subject to this Agreement are used in accordance with conditions, requirements, and restrictions of Federal, State, and Local laws. This compliance includes fulfilling the requirements as stated in the Scope of Work and statewide goal alignment for the Family Support Centers as provided in Attachment A.
- B. Invite primary caregivers who are using scheduled respite care services to complete surveys as directed by the Program Evaluator.
- C. Conduct outreach to under-served populations and families experiencing high stress levels and crises who live in the State of Utah. This shall be done through social media, flyers, advertisements, community booths, and other lawful methods.
- D. Comply with all applicable State licensing requirements.
- E. Comply with Subgrantee’s DCFS Nursery Contract.

- F. Comply with and support the Standards of Quality created by the National Family Support Network, attached as **Exhibit C** (the “Standards of Quality”).
- G. Implementation of the Standards of Quality is a statewide goal as determined by the Advisory Group. Subgrantees will conduct team meeting(s) which result in completion of the Standards of Quality Program Self-Assessment Tool by June 30, 2023. Progress reports will be completed and provided to Grantee on a quarterly basis.
- H. Fully cooperate to ensure compliance with the Grant Agreement, which is incorporated by reference herein;
- I. Support the statewide goals as approved by Grantee’s Board of Directors.
- J. Grantee may monitor Subgrantee’s performance, including though scheduled and unannounced visits. Subgrantee shall allow Grantee access to any records related to this Subgrant Agreement or compliance with the Grant Agreement, which includes providing a copy of the State license certificate and proof of compliance with the DCFS Nursery Contract, if applicable.

### **Article III: PAYMENT TERMS AND BILLING INFORMATION**

#### **Budget Adjustments**

- A. At assigned times during the fiscal year, Subgrantee may transfer funds between subcategories within each major category of the FSC Budget if there are no restrictions on expenditures within those subcategories.

#### **Billing**

- A. Subgrantee shall submit monthly billings during the Contract Period to Grantee. Grantee must receive invoices and supporting documentation for reimbursement at least seven (7) calendar days before the billing deadlines established in Section 4.9 of the Grant Agreement.
- B. Subgrantee 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 Subgrantee. Subgrantee shall ensure it accounting system meets required reporting requirements and timely development of costs data in the required form.

### **ARTICLE IV – TERMINATION**

- A. Grantee or Subgrantee may terminate this Agreement, with or without cause, in advance of the Agreement’s expiration date by giving the Subgrantee 30 days written notice.
- B. Grantee may immediately terminate this agreement if (1) Grantee identifies and substantiates risk of harm to any individuals served by Subgrantee, (2) Subgrantee does not continuously meet required licensing standards, including compliance with Utah Code

Section 62A-2- 210 and Utah Admin. Code R501-14, (3) Subgrantee does not comply with applicable 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 any legislative change, revoked statutory authority, lack of appropriated funds, or unavailability of funds, or (5) for any reason stated in this Subgrant Agreement.

- C. In addition, Grantee reserves the right to require corrective action, disallow expenditures and adjust payments to Subgrantee by deducting the disallowed expenditures, withhold funds due Subgrantee to cover the costs of any audits, legal fees, and other expenses, withhold from Subgrantee the full recoupments of any incorrectly paid funds, require repayment, and pursue any and all other remedies available at law or equity.
- D. Upon any termination thereof, Subgrantee shall within sixty (60) days of the termination date, submit to Grantee a final invoice, a final report that summarizes the progress toward the goals stated in the Scope of Work, and all other required final reports.
- E. Grantee shall reimburse Subgrantee for all allowable non-cancelable costs and commitments incurred in the performance of this Subgrant Agreement prior to the date of termination, provided such costs do not exceed the total amount authorized under this Subgrant Agreement.
- F. Subgrantee agrees that acceptance of final payment from Grantee hereby releases and forever discharges Grantee of and from all claims, demands, and liabilities whatsoever of every name and nature both at law and in equity.
- G. Remaining funds from a terminated subgrant agreement may be used at the sole discretion of Grantee.

#### **ARTICLE V – GENERAL PROVISIONS**

- A. Subgrantee shall not transfer or assign this agreement, or any of Subgrantee's rights or obligations hereunder, without the written consent of Grantee.
- B. Nothing in this Subgrant Agreement shall be interpreted as a guarantee of funding to Subgrantee.
- C. Subgrantee shall maintain insurance as reasonable, including general liability coverage and worker's compensation coverage.
- D. All waivers of the provisions of this Subgrant Agreement must be in writing. This Subgrant Agreement and any provisions hereof may be amended only by mutual written agreement between the parties.
- E. Subgrantee shall indemnify Grantee and all of its officers, agents, employees, and volunteers from and against all losses, damages, injuries, liabilities, suits, and proceedings related to this Subgrant Agreement that are caused in whole or in part by the acts, omissions, or negligence of Subgrantee or any of its officers, agents, employees, volunteers, representative, subcontractors, or anyone else for whose acts Subgrantee may

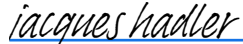
be responsible in the performance of the Subgrantee's obligations under this Subgrant Agreement. This provision survives the expiration or termination of this agreement.

- F. Subgrantee has no right of subrogation or contribution from Grantee, the State of Utah, or DHHS for any judgment rendered against Subgrantee.
- G. In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Grantee and Subgrantee, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.
- H. Subgrantee shall remain financially viable. If Grantee receives notice of any lien or IRS withholding against the Subgrantee's payments or bankruptcy, Grantee may immediately terminate the agreement. Subgrantee shall provide Grantee proof of financial viability upon request.
- I. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.
- J. A determination that any provision of this Subgrant Agreement is illegal, or void will not affect the legality or enforceability of any other provision of this agreement.
- K. Standard of Care. Subgrantee 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 Subgrant Agreement. Subgrantee shall be liable to Grantee 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.
- L. If either party does not enforce a provision of this Subgrant Agreement or waives its right to suit or damages in the case of breach of contract, it retains its right to enforce all provisions of this Subgrant Agreement.
- M. This Subgrant Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understanding between the parties, whether oral or written.
- N. This Subgrant Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

- O. Utah law governs this agreement. The parties shall submit to the jurisdiction of the courts of the State of Utah of any dispute arising out of this Subgrant Agreement or the breach thereof. Venue will be in Salt Lake City, in the Third District Court of Salt Lake County.

### SIGNATURES

Each party is signing this agreement on the date stated below that party's signature. Grantee and Subgrantee each represent that the person who has signed this agreement on its behalf has full legal authority to bind the respective party and to execute this agreement.

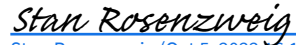


[jacques hadler \(Oct 5, 2022 16:06 MDT\)](#)

Jacques Hadler, County Commission Chair  
Grand County Commission

Oct 5, 2022

Date



[Stan Rosenzweig \(Oct 5, 2022 16:19 MDT\)](#)

Stan Rosenzweig, Acting Board Chair  
Family Support Centers of Utah

Oct 5, 2022

Date



Margie Woodruff, Executive Director  
Family Support Centers of Utah

Oct 5, 2022

Date












# Grand County Subgrantee Agreement


Final Audit Report

2022-10-05


Created:	2022-10-05
By:	Margie Woodruff (mwoodruff@utahfamilies.org)
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-  Document created by Margie Woodruff (mwoodruff@utahfamilies.org)  
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-  Document emailed to commadmin@grandcountyutah.net for signature  
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-  Signer commadmin@grandcountyutah.net entered name at signing as jacques hadler  
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-  Document e-signed by jacques hadler (commadmin@grandcountyutah.net)  
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-  Document emailed to stanr@stanrosenzweig.com for signature  
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-  Signer stanr@stanrosenzweig.com entered name at signing as Stan Rosenzweig  
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-  Document e-signed by Stan Rosenzweig (stanr@stanrosenzweig.com)  
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-  Document emailed to Margie Woodruff (mwoodruff@utahfamilies.org) for signature  
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 Document e-signed by Margie Woodruff (mwoodruff@utahfamilies.org)

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 Agreement completed.

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