

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: HLT21EAGAAU Version: 1 Desc: HEA COVID Equitable Access Gra
Supplier Name: REFUGEE AND IMMIGRANT CENTER
Comments: HEA-RFA Request for Applications- COVID-19 Vaccination Education and Outreach Grant. County to grant \$20,090 to Asian Association of Utah DBA Refugee and Immigrant Center. Term to 08/15/2021
Contract Amount: \$20,090.00
Agency Name: Health
Period Performance from 3/4/2021 to 8/15/2021
Procurement Type: RFA Request for Applications Reason Code:
Buyer: MMcGaughey

HLT21EAGAAU
Salt Lake County Contract No. _____

This Grant Agreement (the “Agreement”) is between Salt Lake County, a body corporate and politic of the State of Utah (the “County”), and **Asian Association of Utah** (“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 assist nonprofit organizations in Salt Lake County in the education and outreach about the COVID-19 vaccine and support for Salt Lake County Health Department COVID-19 vaccination clinics (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 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 February 15, 2021 through August 15, 2021.
- 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 **\$20,090** to perform activities outlined in Attachment A, Scope of Work.
 - 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, hereby incorporated into this Agreement by reference. Use of Grant Funds for any purpose not detailed in Attachment A 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. All grantees will disseminate a pre/post survey designed by the County to their clients and community members, as outlined in Attachment A, Scope of Work.
 - 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 law 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.
- 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. 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 August 15, 2021, unless terminated sooner as provided herein, or extended 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.

ATTACHMENT A – SCOPE OF WORK

1. At least one staff member will participate in a live information and training session offered by the County. If a grantee cannot attend one of the live sessions, at least one staff member will watch the recorded version in full.
2. Disseminate a pre- and post-survey, designed by the County, to their clients and community members, to assist with program evaluation.
3. Other activities as outlined in the attached proposal and Request for Applications.

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:

GRANTEE: *ASIAN ASSOCIATION OF UTAH*

By: *[Handwritten Signature]*
Mayor or Designee

By: *Andy Tran*
[Handwritten Signature]

Title:

Title: *CPO*

Date:

Date: *3/18/21*

Health Department

By: Gary Edwards
Digitally signed by Gary Edwards
Date: 2021.03.02 11:21:32
+07:00'
Gary L. Edwards, M.S.
Executive Director

Date: March 2, 2021

Approved as to form for the County:

By: Stacia Sidlow
Digitally signed by Stacia
Sidlow
Date: 2021.02.23
11:03:36 -07'00'

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 the Grantee. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973). Any misrepresentations made in the application or this Agreement may subject the Grantee and the individual signing to criminal liability.



Request for Applications

COVID-19 Vaccination Education and Outreach 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. SLCoHD wishes to provide grants to community-based organizations (CBOs) and other nonprofit organizations that work closely with communities to help stop the spread of COVID-19 in hot spots around Salt Lake County.

Optional Informational Session: SLCoHD will hold an optional virtual information session on **Wednesday, January 13, 11:00 am - 12:00 pm** to answer any questions about the application. The call will be recorded for those unable to attend. Applicants may also submit questions about the application to Caroline Moreno at cmoreno@slco.org or by phone at (385) 468-5252.

Information Session Log on information:

<https://slco.webex.com/slco/j.php?MTID=m63a3aacd712f6b7fa2e79b4fc9443870>

By phone: 1-213-306-3065

Meeting number (access code): 146 948 8586

Meeting password: AmwpiE3J2c3

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 Black and African American, Asian, LatinX, Muslim, Native American, Pacific Islander, refugee, and immigrant communities. Activities must include 1) providing education and outreach to clients, communities, and families about COVID-19 vaccinations; and 2) providing input and support to the SLCoHD on COVID-19 vaccination clinics.

1) Provide education and outreach to clients, communities, and families about COVID-19 vaccinations and other resources to assist residents in protecting themselves from COVID-19

Grantees will 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.

Grantees are encouraged to conduct specific outreach and education to special populations within their communities who are prioritized for vaccinations, including but not limited to individuals age 75 years and older.

Grantees may choose any education and outreach strategies they feel will best reach their intended audience, including but not limited to community health worker outreach; virtual town halls; PSAs; radio or social media posts; etc. If a grantee is interested, SLCoHD can work with the grantees to help select outreach strategies.

2) Provide input and support to the SLCoHD on COVID-19 vaccination clinics

As the SLCoHD begins offering COVID-19 vaccination clinics to the broader community, grantees will support the SLCoHD to identify best community locations for clinics, best advertising methods, and other issues to ensure all Salt Lake County residents receive free and easy access to COVID-19 vaccinations.

Requirements and Eligibility: Community-based organizations and community leaders 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 members 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 the language of the community being served
- speak English

At this time, we are only accepting applications from nonprofit organizations. Any legal nonprofit entity is eligible to apply, *except* for CBO partners currently contracted by the SLCoHD to assist with COVID response efforts through Community Health Workers. If an organization does not have legal standing, they may partner with a legal entity to act as the fiscal agent to receive and manage the funds on the applicant's behalf.

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

Application Process: To apply, please submit application to cmoreno@slco.org. If a written application is a barrier to submitting a proposal, we can conduct the application through an online interview. Please contact Caroline Moreno at cmoreno@slco.org or by phone (385) 468-5252 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 Friday, January 22** at midnight for best consideration.

Application Form

Please submit application forms to cmoreno@slco.org.

1. Name and Contact Information: [5 points]

- a. Organization Name
Asian Association of Utah
- b. Contact Person Name
Andy Tran
- c. Email
andyt@aau-slc.org
- d. Phone Number
801-990-9485

2. Which population(s) will you serve? If you would like to serve a population not listed in the Outline of Grant Activities section above, please explain why this population is a priority. [15 points]

Scoring Criteria: Is the intended audience part of the list above? If not, is there adequate explanation to show priority? Is applicant going to focus on special populations prioritized for vaccinations?

Our target population will be the Asian community such as the Chinese, Vietnamese, Thai, Laotians, Cambodians and other South East communities. Though the outreach is to all those in these communities, we will pay special attention to those 60 years and above. We are putting special attention to this age group because we acknowledge that they may not have access to social media, know how to get updated information, register for appointments to get the vaccine, or the process of getting the vaccine, and may face language barriers. In addition, we will be focusing on those in the Hispanic community and those who are undocumented. We recognize that these communities are typically under served and underrepresented, thus we continue to work within these communities to provide outreach and services. With our trust and rapport in the community we expect that education and outreach on COVID vaccine measures will be well received.

3. What languages does your staff speak? [20 points]

Scoring Criteria: Do the staff speak the language(s) of the proposed focus population?

In house, staff at AAU speak a variety of languages including Arabic, Sudanese, Swahili, Kinyarwanda, Vietnamese, Burmese, Spanish, Chinese, French, Lingala, and Dinka. However, AAU also houses an interpreting department which provides access to over 60 different languages that we do not have directly on staff.

4. Please list the zip codes you will work in for this grant. [10 points]

Scoring Criteria: Do the zip codes listed correspond to significant numbers of the focus population?

ZIP Codes that AAU commonly serves and will work in for this grant are: 84104, 84105, 84106, 84107, 84115, 84116, 84118, 84119, and 84120.

5. How many staff members, volunteers, or others will work on this project? This may include staff, volunteers, contractors, community members, etc. [10 points]

Scoring Criteria: Can the proposed effort be successful with the number of people listed?

We anticipate having 20 people working on this project. This will include staff members, volunteers, and interpreters.

6. Tell us about some of the work you have conducted with your community. [20 points]

Scoring Criteria: Has the organization previously worked in their proposed community?

We have been involved with many initiatives in providing services to the intended community to educate them about services. Many past grants have provided us opportunities to outreach with this community and build rapport. The census grant allowed us to outreach over 5,000 individuals in which we educated individuals and encouraged them to fill out the census survey. We have also worked with this population in providing rental assistance and offering/enrolling in other services at AAU when necessary. Now, we expect to work with this same population again to educate on the COVID vaccine and encourage vaccination.

7. Please describe how you will educate your proposed communities about the COVID-19 vaccination. What education and outreach strategies might you use? What barriers do you think you might come across as you work with your communities and how will you work through those barriers? [20 points]

Scoring Criteria: Is the proposed effort is achievable, based on capacity, experience, and timeframe? Is the proposed effort an effective way to educate the focus population?

We have built trusted relationships with those in the communities based on past projects. Building on these relationships, we ask for \$60,000 to provide direct outreach, develop social media posts, and hold meetings to educate clients and encourage vaccination. Using data from the CDC or Health Department we will create and organize social media posts, staff will provide direct outreaches to clients, and we will network with community leaders who have received the vaccine and/or have been educated about the vaccine to reach out directly to community members.

We will work with the community so that we are able to make suggestions for clinics in areas that community members of all ages have easy accessibility.

Despite our efforts to communicate the efficacy of the vaccine we anticipate individuals being apprehensive. We also expect clients to have questions about payment for the vaccines. We will continue to educate around all topics and answer each individual's question using research and ensuring that clients will not be paying for treatment.

COVID-19 Vaccine Outreach RFA - REVISED based on awarded funding

Based on the revised budget, we will plan to continue with the proposed scope of work by providing direct client outreach, developing social media posts, and partnering with community leaders to educate clients and hold meetings and encourage vaccination. In order to ensure that we are not duplicating efforts within our diverse communities, we will ask the grantor to inform us of other award recipients so that we can strategize and broaden our outreach services.