

## CONTRACTOR ANNUAL CERTIFICATION STATEMENT

### STANDARD TERMS AND CONDITIONS AND FEDERAL ASSURANCES

Contractor Name: \_\_\_\_\_

Contract Number #: \_\_\_\_\_

1. The **CONTRACTOR**, by and through the undersigned authorized representative, hereby assures and certifies that 1) it is familiar with, 2) it is complying with, and 3) it will continue to comply with all applicable federal and state laws regarding audits and financial reports including, but not limited to, all applicable requirements set forth in: (a) the **CONTRACTOR'S** contract; (b) the State of Utah Legal Compliance Audit Guide ("SLCAG"), issued by the Utah State Auditor's Office; and (c) the following regulations, policies, guidelines, and requirements as indicated for said type of institution: (Check those applicable)

A. HOSPITALS: 45 C.F.R. 74, App. E.

B. STATE AGENCIES, PUBLIC SCHOOLS, LOCAL GOVERNMENTS, AND INDIAN TRIBAL GOVERNMENTS: Federal OMB Circulars A-102 and A-87; and the Common Rule.

C. PUBLICLY FUNDED COLLEGES/UNIVERSITIES: Federal OMB Circular A-21.

D. PRIVATE NON-PROFIT ORGANIZATIONS/PRIVATE SCHOOLS: Federal OMB Circular A-122.

E. INDIVIDUALS/PRIVATE FOR-PROFIT ORGANIZATIONS: 48 C.F.R. 31.

2. The **CONTRACTOR**, by and through the undersigned authorized representative, further assures and certifies that: 1) it is familiar with, 2) it is complying with, and 3) it will continue to comply with all state and federal laws that apply to Contractor's activities or that impose restrictions on the Contractor's use of federal funding or grants, including, but not limited to, the following:

A. DISCRIMINATION PROHIBITED: The specific Acts and/or Orders identified below as well as all other state and federal civil rights provisions to which it is subject:

- 1) Title VI of the Civil Rights Act of 1964 (45 C.F.R. Part 80), which prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial aid.

- 2) Title VII of the Civil Rights Act of 1964 (Pub. L. No. 88-352; 42 U.S.C. § 2000e), which prohibits employers from discriminating against employees on the basis of race, color, religion, national origin, and sex.
- 3) Equal Employment Opportunity (Executive Order 11246 (1965), as amended by Executive Order 11375; 41 C.F.R. Part 60), which prohibits discrimination in all construction contracts and subcontracts in excess of \$10,000.
- 4) Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- 5) Rehabilitation Act of 1973, section 504 (29 U.S.C. § 701; 45 C.F.R. Part 84), which prohibits discrimination against qualified handicapped individuals from participation in, or denial of benefits under any program or activity receiving federal financial assistance.
- 6) Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973 (42 U.S.C. § 12101 et. seq. ;29 U.S.C. § 794; 28 C.F.R. Part 35, Part 39), which prohibits discrimination on the basis of disability.
- 7) Utah Civil Rights Act (Utah Code Ann. § 13-7-1 et seq.), which prohibits discrimination on the basis of race, color, sex, religion, ancestry, or national origin by any business establishment, place of public accommodation, or enterprise regulated by the State of Utah.
- 8) Public Health Service Act, Section 526 (45 C.F.R. Part 84), that prohibits discrimination in the admission or treatment of drug abusers who suffer from medical conditions. Applies to private or public general hospitals that receive support in any form from a federally funded program, and to outpatient facilities receiving or benefiting from federal financial assistance.
- 9) Public Health Service Act, Section 522 (45 C.F.R. Part 84), which prohibits discrimination in the admission or treatment of alcohol abusers and alcoholics who suffer from medical conditions. Applies to private or public general hospitals that receive support in any form from a federally funded program, and to outpatient facilities receiving or benefiting from federal financial assistance.

B. UTAH ANTI DISCRIMINATION ACT (Includes the prohibition of unlawful harassment): All state and federal laws and regulations that prohibit discrimination and unlawful harassment in the workplace, including the Utah Anti-Discrimination Act (Utah Code Ann. § 34A-5-101 et seq.) and Utah Executive Order March 17, 1993.

- C. DRUG-FREE WORKPLACE REQUIREMENTS: All state and federal laws, regulations, and policies that require maintenance of a drug-free workplace, including the guidelines and policies established by the State of Utah and the Utah Department of Human Services (41 U.S.C. § 701-707, Drug Free Workplace Act of 1988; Utah Code Ann. § 34-41-101 *et seq.*; Utah Code Ann. § 34-38-1 *et seq.*; Utah Code Ann. § 67-19-36 *et seq.*; Utah Admin. Code, R.477-14-1 *et seq.*; and DHS Policy Manual, Policy No. 02-03).
- D. LICENSING STANDARDS AND OTHER LAWS: All applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. In Part I, Section C, ¶¶ 7 of this contract.
- E. PROHIBITED CONFLICTS OF INTEREST: All applicable provisions of the Utah Public Officers and Employees Ethics Act (Utah Code Ann. § 67-16-1 *et seq.*); DHS Policy No. 02-02; and the additional disclosure provisions in Part I, Section C, ¶¶ 9 of this contract.
- CONTRACTOR further assures that it has established safeguards to prohibit employees from using their positions for a purchase or in a manner that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F. HATCH ACT: The provision of the Hatch Act that limits the political activity of employees (5 U.S.C. § 1501, *et seq.* ; Utah Code Ann. § 67-19-19).
- G. FAIR LABOR STANDARDS ACT: All provisions of the Fair Labor Standards Act, including minimum wage, child labor limitations, and the overtime provisions of the Wage and Hour Division (29 U.S.C. § 201 *et seq.*).
- H. EMPLOYMENT ELIGIBILITY VERIFICATION: The Immigration and Naturalization requirement to maintain a signed copy of the I-9 Employment Eligibility Verification form for each employee (8 U.S.C. § 1324a).
- I. DAVIS-BACON ACT: If the contract is a construction contract in excess of \$2,000, the requirement that all laborers and mechanics employed by contracts or subcontracts to work on construction projects financed by contract funds, be paid wages not less than those established by the Secretary of Labor (40 U.S.C. § 276a through a-7; 29 C.F.R. Part 5).
- J. COPELAND ANTI-KICKBACK ACT: Prohibits CONTRACTOR from inducing employees to give up any part of the compensation to which they are entitled. Applies to contracts and sub-grants for construction or repair in excess of \$2,000 (18 U.S.C. § 874; 40 U.S.C. § 276(c); 29 C.F.R. Part 3).

- K. NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) The specific Acts and/or Orders identified below as well as all other state and federal environmental and energy provisions to which it is subject.
- (1) Federal Clean Air Act (42 U.S.C. § 7401 *et seq.*) and Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), which provide for federal, state, regional and local programs to prevent and control air and water pollution. (Apply to contracts in excess of \$100,000.00).
  - (2) National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*; 40 C.F.R. Part 1500 *et seq.*), which establishes national policy goals and procedures to protect and enhance the environment.
  - (3) Energy Policy and Conservation Act (42 U.S.C. § 6322), which requires compliance with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan.
- L. FLOOD DISASTER ACT OF 1973 AND OTHE FLOOD PROVISIONS: As a condition to receiving federal financial assistance, this Act requires a contractor to purchase flood insurance for any area having special flood hazards (42 U.S.C. § 4106).
- M. BYRD ANTI-LOBBYING AMENDMENT: If the amount of the contract exceeds \$100,000.00, the requirement that CONTRACTOR certify it has not and it will not use government appropriated funds to influence an officer or employee of any agency in connection with obtaining, extending, continuing, renewing, amending, or modifying this contract, grant, or award AND if any funds other than government appropriated funds have been paid or will be paid to any officer or employee of any agency in connection with this contract, grant, or award, the requirement that Contractor complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (31 U.S.C. § 1352; 45 C.F.R. Part 93; see also Part VIII of this contract).
- N. EDUCATION AMENDMENTS OF 1972, TITLE IX: Prohibits discrimination on the basis of sex, from participation in, or denial of benefits under any educational program or activity receiving federal financial assistance (20 U.S.C. §§ 1681-1683 and 1685-1686; 45 C.F.R. Part 86).
- O. UTAH OCCUPATIONAL SAFETY AND HEALTH ACT: State law that requires employers to provide a place of employment free from recognized hazards that are causing or are likely to cause death or physical harm (Utah Code Ann. § 34A-6-101, *et seq.*).
- P. UTAH CLEAN AIR ACT: Prohibits smoking in public places (Utah Code Ann. § 26-38-1, *et seq.*).

**3. The CONTRACTOR, by and through the undersigned authorized representative, also assures and certifies:**

- A. CODE OF CONDUCT: That it is following and enforcing the Utah Department of Human Services' Code of Conduct (DHS Code of Conduct) and that: 1) each current employee or volunteer has received a copy of the DHS Code of Conduct and each new employee or volunteer is given a copy within thirty (30) days of their date of hire; 2) each employee or volunteer's personnel file contains a signed and dated statement in which that person certifies s/he has read and understands the DHS Code of Conduct; and 3) the Code of Conduct poster received from the Department is prominently displayed where employees and volunteers can see it.
- B. HUMAN SUBJECTS RESEARCH: That it does not conduct any research involving human subjects, including employees of the Department of Human Services (DHS) or individuals receiving services (whether direct or contracted) from DHS, without first obtaining written approval from both the DHS Protection of Human Rights Review Committee (PHRRC) and any other federal or state agencies whose approval is required for research on human subjects.

That in conducting any approved research on human subjects, it fully complies with all requirements or conditions, including requirements relating to informed consent, imposed by the DHS PHRRC and/or other approving agencies (Public Health Service Act § 474(a); 42 U.S.C. § 2899; 45 C.F.R. Part. 46; and DHS Policy Manual, Policy No. 01-10).

- C. PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS: That it does not use or disclose any information concerning clients covered under this contract for any purpose not directly connected with the responsibilities or services under this contract, except as required by law or except with the written consent of the client, the client's attorney, or the client's responsible parent or legal guardian.

That it maintains all client records in a manner designed to ensure their protection and confidentiality and it is complying with any specific provisions relating to the protection and use of client records, including the destruction of client records, outlined in the contract.

- D. NO IMPOSITION OF FEES: That it is not charging its clients for any services provided under the above-referenced contract except as authorized by DHS/\_\_\_\_\_.
- E. ABUSE REPORTING REQUIREMENTS: That it is complying with the abuse or neglect reporting requirements of U.C.A. § 62A-4a-403 and U.C.A. § 62A-3-302.
- F. GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS: That it has a grievance system for the clients and applicants of the programs

covered by the contract, and that it notifies each client and applicant in writing of the following:

- (1) Clients and applicants have the right to present the CONTRACTOR with their grievances about:
  - (a) denial of services covered by this contract;
  - (b) exclusion from a program covered by this contract; or
  - (c) inadequacies or inequities in the programs and services provided under this contract; and
- (2) If the CONTRACTOR denies a grievance request about the services provided under this contract or fails to respond in a timely fashion to a grievance, the client or applicant may have the grievance addressed by the DHS Agency at a hearing by the Department of Human Services, and the Department may order the CONTRACTOR to remedy the problem addressed in that grievance.

G. EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:

That all services are being and will continue to be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards.

That it has a "business continuity plan" that will allow it to continue to operate critical functions or processes during or following an emergency and protect the health and safety of clients receiving services through the CONTRACTOR.

H. INDEMNITY REQUIREMENTS: That it has and that it will continue to maintain in good standing throughout the life of this contract, policies of liability and property damage insurance that comply with the specific terms and policy limits outlined in this contract, including worker's compensation insurance that complies with the requirements of the Utah Workers Compensation Act (U.C.A. § 34A-2-1 *et seq.*).

I. CERTIFICATION OF NON-DEBARMENT: That neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any governmental agency, (Exec. Order Nos. 12549 and 12689). (If the Contractor is unable to so certify, it MUST attach a written explanation to this certification statement).

**Certification of compliance with the above-identified provisions is a material representation of fact upon which the STATE relies in contracting with the CONTRACTOR. The failure to comply with any of said provisions is grounds for corrective action, suspension, and/or termination of this contract.**

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CONTRACT #

\_\_\_\_\_  
CONTRACTOR'S Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR'S Authorized Representative (Please Print)

\_\_\_\_\_  
Title (Please Print)