



INTERGOVERNMENTAL AGREEMENT
between
UTAH DEPARTMENT OF CORRECTIONS
and

Salt Lake City Mosquito Abatement District (SLCMAD)

In accordance with Section 63J-1-220 (2) (a) of the Utah Code Annotated ("U.C.A"), the following "pass through" funding agreement (the "Agreement") is entered into by and between the **Utah Department of Corrections** (hereinafter "UDC") and **Salt Lake County Mosquito Abatement** (hereinafter "Recipient"):

Amount of the Funding: FIFTY- ONE THOUSAND DOLLARS AND ZERO CENTS (\$51,000.00)

Authorizing Legislation: Request For Appropriation - 2024 Legislation Session (EOCJ) in accordance with HB 335. <https://le.utah.gov/interim/2024/pdf/00001453.pdf>

Pursuant to the authorizing Legislation, UDC hereby agrees to provide **\$51,000.00** to the recipient for the following purpose: Mosquito control efforts to include: mosquito education and outreach to the Utah State Correctional Facility. Agreement Effective Date: **April 24, 2024** – Agreement Termination Date: **December 31, 2024**.

UDC ACCOUNTING INFORMATION

<i>Fund</i>	<i>Dept</i>	<i>Unit</i>	<i>Approp</i>	<i>Object</i>	<i>Vendor Number</i>	<i>Commodity</i>
1000	410	6655	MKB	7603	VC0000114671	91059

Attachments:

Attachment A - Utah State Terms and Conditions – Intergovernmental

Attachment B - Utah Department of Corrections – Terms and Conditions

Project Objective:

The plan is to develop an Integrated Pest Management (IPM) and Best Management Practices (BMP) that can be used nationally at other locations with similar problems. The mosquito outreach/education component of this project is also focusing on training inmates and staff on mosquito prevention and awareness, and teaching individuals more of the science background about mosquitoes, entomology, biology, and other topics. As part of this project, and education training program is being developed to transition the Pesticide Applicator License study manuals into PowerPoint presentations that can be taught and distributed to inmates to earn their pesticide applicator licenses, and to help them gain skills for job opportunities after release. With these projects, the recipient intends to have students be hired on part-time/in an internship so they can also gain experience in social service, social justice, social equity, public health, vector biology and more.

The Division of Wildlife Resources will collaborate with SLCMAD in attempting to establish a Least Chub fish rearing program at USCF which will benefit more than one organization. This will create vocational skills to the inmates and even the staff of the USCF, it will help aid in the conservation of a native species of concern (the Least Chub), help with mosquito control, and create a relaxing area staff can visit during breaks, as mental health is important factor, especially in this line of work.

In consideration of the funds to be received by the Recipient, the parties (UDC and Recipient) agree to the following, SLCMAD shall:

1. Implement the Integrated Pest Management (IPM) program, primarily targeting mosquitoes, yet also aiding in the reduction of other biting insects, by educating inmates and staff at the USCF.

2. Education of inmates and correctional staff to include:
 - a. Information about mosquitoes
 - b. Mosquito-borne pathogens
 - c. Integrated Pest Management (IPM)
 - d. Wetland habitats surrounding USCF area.
3. Fish rearing program for the biological control of mosquitoes around USCF by implementing and using the Least Chub, *iotichthys phlegethontis*, a small native fish species, endemic only to Utah.
4. Provide vocational skills and supplemental training through this education project to increase future career opportunities post-release.
5. Share the outcomes and resources developed at the facility, so other institutions have the opportunity to improve on or refine, and apply lessons learned to their agencies.

Goals and Outcome Measures

1. Implementing IPM lowers mosquito populations, this shall be measured through surveillance, traps and records. To be included in the project writeup.
2. Educating staff and inmates on mosquito habitat can assist the prison to detect standing water sources and decrease juvenile mosquito sources and locations.
3. Vocational skills will be evaluated by the number of inmates who completed training and apply for the pest control license and pass the exam.

Project Timeline:

1. April: - Hiring students to help with the project.
2. June- Completing educational materials (i.e., PowerPoints, flyers, brochures)
3. June-to end of project- in person education and training at USCF for staff and/or inmates.
4. June-July -Voice over or recording of educational materials to be distributed through tablets/computers accessible by staff and the inmates.
5. August – Educational materials available for anytime-access on tablets or computers
6. August to end of project. Pesticide Applicator License exams are available for inmates or staff.
7. December – to end of project – Project write- up.

Project Budget/ Compensation

TABLE 1. Proposed budget for the Least Chub fish rearing program at USCF

<i>Item</i>	<i>Cost</i>
Personnel (student-part time) timesheets will be provided monthly.	\$ 20,000.00
Fish equipment and materials for rearing program	\$ 10,000.00
Total for fish rearing program	\$ 31,000.00

TABLE 2. Proposed budget for mosquito outreach/education program at USCF

<i>Item</i>	<i>Cost</i>
Personnel (student -part time) timesheets will be provided monthly.	\$ 20,000.00
Outreach materials	\$ 1,000.00
Total for the outreach /education program	\$ 21,000.00
Grand Total	\$51,000.00

Billing Procedures

UDC will make payment to the Recipient up to the agreed limit. The Recipient shall bill UDC monthly after services have been received. The CONTRACTOR shall bill UDC by the 10th of each month for services and/or products delivered during the previous month.

To be paid for services completed under this contract an invoice detailing services and supporting documents shall be submitted to:

Utah Department of Corrections
Attention Finance
14717 S Minuteman Dr.
Draper, Utah 84020-9549

Please send invoices via email to: UDCaccounts payable@utah.gov and beckymcdonald@utah.gov

Each invoice must include an invoice date, invoice number, date of service, products purchase, during the previous month, itemized cost, and total cost.

Supporting documents for invoice:

Timesheet, with hourly wage

Itemized list of services performed during the previous month.

Itemized purchase of products

Payment will not be issued until the invoices have been approved by UDC's Contract Monitor or designee.

Security Measures

UDC reserves the right to conduct a background check on all persons who enter UDC properties. CONTRACT staff providing services under this contract will be required to obtain Contractor Identification. Upon signing this contract, and annually throughout the contract term, the CONTRACTOR shall submit the names of all employees providing on-site services under this contract. This list will contain names, dates of birth, driver's license numbers, and social security numbers. If any new staff begins providing services under this contract, the CONTRACTOR shall submit their name, birth date, driver's license number, and social security number to the UDC for screening. UDC retains the discretion to deny participation of any CONTRACTOR staff based upon criminal background information or convictions. No contracted staff shall be permitted to work within the bounds and environs of this contract until the background checks have been finalized and approved. CONTRACTOR agrees that employees entering UDC property will cooperate with all security measures, including, but not limited to, searches. CONTRACTOR agrees that the use of wireless devices within the Division of Prison Operations is prohibited, and any such use requires approval by clearance from Security Administrators.

IN WITNESS WHEREOF, the parties sign and cause the Intergovernmental Agreement to be executed.

Salt Lake City Abatement

Utah Department of Corrections

Signature:



Signature:



Daniel Chesnut (May 15, 2024 11:27 MDT)

Email: ary@slcmad.org

Email: Dchesnut@utah.gov

Ary Faraji, District Executive Director
SL City Mosquito Abatement District

Dan Chesnut, Director
Re-entry and Rehabilitation

Utah State Finance/Date

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Change to 21 removed (III) obtain replacement Service from another source, subject to Contractor being responsible for any cover cost .(per legal approval.)

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State of Utah" 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.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

- 2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
- 5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
INTENTIONALLY DELETED

6. **CONFLICT OF INTEREST: INTENTIONALLY DELETED**
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (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 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity 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 Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. 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, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, 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 of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from

the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall 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 Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah 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 Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract,

but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. WAIVER: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. ATTORNEY'S FEES: INTENTIONALLY DELETED
39. PROCUREMENT ETHICS: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. DISPUTE RESOLUTION: INTENTIONALLY DELETED.
41. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. SEVERABILITY: The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. ENTIRE AGREEMENT: This Contract 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.

(Revision Date: 12 December 2019)

ATTACHMENT B

UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS

1. CONTRACT FORMATION: No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services and the State of Utah's Division of Purchasing.
2. CONTRACTOR ACCESS TO UDC FACILITIES: UDC shall have the right to deny CONTRACTOR'S agents and employees--or the agents and employees of its SUBCONTRACTORS (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC's legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on UDC property.
3. CRIMINAL CONVICTION INFORMATION: Upon written request by UDC, CONTRACTOR shall provide (at CONTRACTOR'S expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its SUBCONTRACTORS (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check (at UDC expense) on such personnel by UDC.
4. FORMER FELONS / MISDEMEANANTS: CONTRACTOR, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its SUBCONTRACTORS (if any)--who have been convicted of a felony or two (2) or more misdemeanors to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred. Any requests for exceptions shall be submitted--in writing through the appropriate chain of command--to the Division Director, who shall make the final decision.
5. OCCUPATIONAL SAFETY AND HEALTH: (This clause will be considered a part of this contract only if required by law, rule, or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR'S employees who provide services to UDC pursuant to this contract.
6. CONTRACTOR TRAINING: All CONTRACTOR'S officers, employees, subcontractors, agents, or volunteers, providing services pertaining directly to this contract, shall successfully complete orientation or a training session offered by UDC prior to contract implementation, if applicable.
7. CUSTODIAL SEXUAL MISCONDUCT: Utah Statute 76-5-412 prohibits sexual contact to a person in custody by an employee, private provider, or CONTRACTOR for the Utah Department of Corrections. A violation of this statute could result in a felony or a misdemeanor conviction. Consent of the person in custody is not a defense to any violation or attempted violation of this statute. CONTRACTOR must provide written notice of Utah Code Annotated § 76-5-412 to any employees having contact with offenders pursuant to this contract.

In addition, the Utah Division of Occupational and Professional Licensing (DOPL) is legislatively responsible to investigate complaints regarding the conduct of individuals practicing in regulated occupations and professions. DOPL may be notified of violations of conduct for those UDC CONTRACTORS who are licensed under DOPL. Refer to Title 58 of the Utah Code and Title R156 of the Utah Administrative Code for details.
8. RESEARCH / EXPERIMENTS: Any research or experiments including offenders must be approved by the Departmental Review Board. Sociological/psychological research or experiments including offenders under the jurisdiction of UDC requires prior written approval of the Division Director/designee and written, informed, and voluntary consent from each offender included.

Revised February 2019

-----END OF ATTACHMENT B-----