



UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

1824014
Department Log Number

182700251
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is EMS FY2018 Tooele County Sheriffs.
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

PAYMENT ADDRESS

Tooele County Corporation
47 S MAIN ST
Tooele UT, 84074-2194

MAILING ADDRESS

Tooele County Corporation
47 S MAIN ST
Tooele UT, 84074-2194

Vendor ID: 18704G

Commodity Code: 99999

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to award annual EMS grant funds..
4. **CONTRACT PERIOD:** The service period of this contract is 07/12/2017 through 05/15/2018, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$2,626.00 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Regina Nelson
(435) 833-8320
rnelson@tooeleco.org

DEPARTMENT

Family Health and Preparedness
Emergency Medical Services
Gay Brogdon
(801) 273-6603
gbrogdon@utah.gov

7. **REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A: Terms
Attachment B: Special Provisions

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.

 9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
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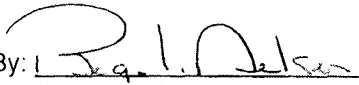
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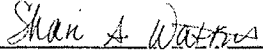
Contract with Utah Department of Health and Tooele County Corporation, Log # 1824014

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By:  8/31/17
Regina Nelson
Lieutenant
Date

By:  9/1/2017
Shari A. Watkins, C.P.A.
Director, Office Fiscal Operations
Date

Attachment A

TERMS

This application and its terms hereto, when approved and signed by all concerned parties, constitutes an agreement by and between the applicant (Grantee) and the Utah Department of Health, Division of Health Systems Improvement, Bureau of Emergency Medical Services (UDOH), to perform in accordance with its terms.

1. Reports - Grantee shall submit reports at such time and in such form as specified by UDOH, including annual the Fiscal Reporting Guide and all Pre-hospital Data Reports.
2. Funding – Grantee may expend grant funds only for the purpose of improving the delivery of emergency medical services as follows: a) Competitive grant funds may be expended only for items approved herein; b) Per capita grant funds may be expended in a discretionary manner, specifically related to the provision of emergency medical services. UDOH will reimburse its share upon receipt and approval of cost reports from Grantee that are accompanied by documented proof of purchase or completion of the activity covered by the grant, and proof of Grantee's payment for the material or activity. Grantee must expend the required matching percentage, or amount specified, of total costs of the budget line item. Grantee may use per capita grant funds as matching funds for competitive grant awards. Unless otherwise specified herein, Grantee shall submit final claims to UDOH no later than May 15th of the fiscal year following the end of the grant year. The grant amount stated herein shall be the total amount UDOH pays to Grantee for the materials or services covered by this grant.
3. Grant Year Limitation – Grantee must expend the grant funds during the grant year. Grantee may not use grant funds to pay for items acquired or committed to be acquired or delivered prior to or after the grant year. Grantee must take delivery and pay for all materials, equipment, or services supported by grant funds within the period of the grant year.
4. Termination – Either party may terminate this grant without cause in advance of the specified expiration date upon written notice. If Grantee terminates, Grantee shall not make any more expenditures and shall meet all its obligations for the expenditures it has made under the grant. If UDOH terminates a competitive grant, upon UDOH providing notice of termination, UDOH shall not pay for any new expenditure that was contemplated under the grant. If UDOH terminates a per capita grant, UDOH shall reimburse only for expenditures that Grantee has submitted and that meet UDOH's regular approval requirements.
5. Fiscal Records – Grantee shall maintain complete and detailed accounting records of all costs incurred under this grant, including documentation of: all purchases supplies, equipment and services; travel expenses; payrolls; and time records of any person employed and supported by this grant for at least three years after the end of the grant year. State or UDOH auditors and staff shall have access to all records of Grantee that may deal with this grant.
6. No Business Relationship – This grant creates no joint business or government relationship between the parties. Neither party has any authority, express or implied, to bind the other to any agreement, settlement, liability, or understanding whatsoever. Persons employed by Grantee and acting under the direction of Grantee are not employees or agents of UDOH.
7. Indemnity – Grantee shall indemnify UDOH from all claims arising out of the use of the grant funds or materials or services supported by the grant funds. The UDOH is a governmental entity governed by the Utah Governmental Immunity Act, Utah Code Ann. Title 63G, Chapter 7. Nothing in this agreement is a waiver of any rights, limits, or defenses otherwise available to the UDOH under the Utah Governmental Immunity Act. If Grantee is also a governmental entity within the State of Utah, nothing in this agreement acts as a waiver of any rights, limits or defenses otherwise available to Grantee or under the Utah Governmental Immunity Act.
8. Contingency – Grant funds are contingent upon Grantee's compliance with the Utah Emergency Medical Services Systems Act and Administrative Rules. Grantee's failure to comply may result in disciplinary action, which may include rescinding the grant and making Grantee ineligible for future grants.
9. Equipment – Title to all equipment purchased under this grant shall be vested in Grantee. However, Grantee may use money received upon disposition or sale of equipment purchased with grant funds only for the provision of emergency medical services.
10. Competition with Private Services – Grantee may not use grant funds to support new local government emergency medical services if the new services compete with existing private emergency medical services.
11. Copyrights, Publications and patents – Where activities supported by this grant produce protectable intellectual property, Grantee may claim such rights subject to the UDOH's royalty-free, non-exclusive and irrevocable right to reproduce, publish and use such intellectual property and to authorize others to do so. Grantee may publish at its own expense the results of grant activities without prior review by the UDOH provided that any publication acknowledges UDOH's support. Grantee shall refer to the UDOH any discovery or invention arising from work performed under this grant. The UDOH may determine whether to seek intellectual property protection, how any rights will be administered and other action required to protect the public interest.

Attachment B
Special Provisions

- I. Definitions
 - A. "CME" means Continuing Medical Education.
 - B. "Department" means the Department of Health, Bureau of Emergency Medical Services.
 - C. "Grantee" means Tooele County Sheriff's.
- II. General Purpose
 - A. The purpose of this contract is to provide Grantee with grant funds to assist in providing Emergency Medical Services, in accordance with Utah Administrative Code R426-6-2(3).
- III. Use of grant funds
 - A. Grantee shall only use funding in accordance with the EMS Grant Guidelines for fiscal year 2018 for Competitive Grants and Per Capita Grants found on the Department's website.
 - B. Rescue and Fire equipment are not eligible for Grant Funds.
 - C. Trainings other than CME are not eligible for Grant Funds.
 - D. Use of grant funds for travel shall be paid according to the Utah Department of Health Travel Policy.
 - i. Rates for hotel/motel, locations, food, and mileage can be found in the Grant Guidelines on the Department's website.
- IV. Reimbursement
 - A. The Department shall reimburse the Grantee up to the maximum amount awarded under the Grant, as listed on Page 1 of the Grant, for expenditures made by the Grantee directly related to the program.
 - B. For grant reimbursement, Grantee must be in compliance with the EMS Systems Act in accordance with Utah Code Ann. §26-8a, all EMS Administrative Rules, in accordance with Utah Administrative Code R426, and all Grant Guidelines, found on the Department's website. The Department will not process reimbursement requests that do not meet Grant Guidelines.
 - C. The Grantee shall submit requests for reimbursement according to the following:
 - i. Items, services, or both, for reimbursement shall be itemized and submitted with the dollar amounts requested for reimbursement.
 - ii. A vendor invoice and proof of payment (credit card statement or cancelled check) must accompany requests for reimbursement.
 - iii. Reimbursement requests for CME must include the Department's Reimbursement Request Form.
 - iv. Request forms for CME are available online at <http://health.utah.gov/ems/grants> or can be requested from the Department.
 - v. All copies must be legible.
 - D. The Grantee shall contact the Department for any questions regarding grant expenditures.
 - E. All grant funds unexpended by May 15, 2018 shall revert to the Department for future reallocation.
 - F. The final claim for reimbursement shall be submitted to the Department no later than May 31, 2018.

Tooele County Sheriff's
Per Capita \$ 2,626.00

