



## UTAH DEPARTMENT OF HEALTH CONTRACT

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

2022006  
Department Log Number

202700248  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is EMS FY2020 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 07/01/2019 through 05/15/2020, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$3,034.00 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 and Conditions  
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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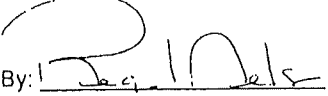
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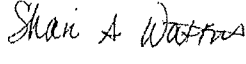
Contract with Utah Department of Health and Tooele County Corporation, Log # 2022006

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By:  8-21-19  
Regina Nelson Date  
Lieutenant

By:  8/22/2019  
Shari A. Watkins, C.P.A. Date  
Director, Office Fiscal Operations

## Attachment A – TERMS AND CONDITIONS

Grantee's application and this contract, when approved and signed by all parties, constitute an agreement by and between the Grantee and the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness (Department).

**1. Grant Year Limitation.** Grantee must expend the grant funds by May 15, 2020. Grantee may not use grant funds to pay for items acquired, 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 grant year.

**2. Termination.** Either party may terminate this grant without cause in advance of the specified expiration date upon written notice. If Grantee terminates this agreement, Grantee shall not make any more expenditures and shall meet all its obligations for the expenditures it made under the grant prior to termination. If Department terminates this agreement, upon Department providing notice of termination, Department shall not reimburse any Grantee expenditure made after notice of termination. In addition, Department shall only reimburse requests submitted after termination for allowable pre-termination expenditures that meet Department's reimbursement request requirements.

**3. Fiscal Records.** Grantee shall maintain complete and detailed accounting records of all costs incurred under this grant for at least three years after the end of the grant year, including documentation of: all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed and supported by this grant. Upon request, State and/or Department auditors and staff shall be provided access to all records of Grantee that may relate to this grant.

**4. No Business Relationship.** This grant and agreement create no joint business or government relationship between the parties. Neither party has any authority, express or implied, to bind the other to any other agreement, settlement, liability, or understanding whatsoever. Persons employed by Grantee and acting under the direction of Grantee are not employees or agents of Department.

**5. Indemnity.** Grantee shall indemnify Department from all claims arising out of the use of the grant funds or materials or services supported by the grant funds. The Department is a governmental entity governed by the Utah Governmental Immunity Act, Utah Code Ann. Title 63G, Chapter 7. Nothing in this agreement acts a waiver of any rights, limits, or defenses otherwise available to the Department 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.

**6. Contingency.** Grantee's failure to comply with the Utah Emergency Medical Services Systems Act and Administrative Rules may result in disciplinary action, which may include rescinding the grant and making Grantee ineligible for future grants.

**7. 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.

**8. 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.

**9. Copyrights, Publications, and Patents.** Where activities supported by this grant produce protectable intellectual property, Grantee may claim such rights subject to the Department'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 Department, provided that any publication acknowledges Department's support. Grantee shall refer to the Department any discovery or invention arising from work performed under this grant. The Department may determine whether to seek intellectual property protection, how any rights will be administered, and any other action required to protect the public interest.

**10. 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 the 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.

**11. Law and Regulations:** At all times during this agreement, Grantee shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including licensure and certification requirements.

**12. Dispute Resolution:** The Department and Grantee shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Department, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Department appoints such an expert or panel, Department and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

## Attachment B Special Provisions

### I. DEFINITIONS

- A. "CME" means Continuing Medical Education.
- B. "Department" means the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness.
- C. "Grantee" means Tooele County Sheriff Office.

### II. GENERAL PURPOSE

- A. This contract provides Grantee with funds to assist in providing emergency medical services, in accordance with Utah Code § 26-8a-207 and Utah Administrative Code R426-6.

### III. USE OF GRANT FUNDS

- A. Grantee shall only use funding in accordance with the EMS Grant Guidelines for fiscal year 2020 for Per Capita Grants, available on Department's website at: <https://bemsp.utah.gov/operations-and-response/grants/ems-grants/>
- B. Travel may be reimbursed from grant funds according to Department's Travel Policy.
- C. Grant funds may not be used for:
  - 1. Rescue and fire equipment; or
  - 2. Trainings other than CME.
- D. Only expenditures made by Grantee before May 15, 2020, are eligible for reimbursement.

### IV. REPORTING

- A. Grantee shall submit reports in the form and by the dates required by Department, including:
  - 1. The annual Fiscal Reporting Guide, due by required deadline; and
  - 2. All pre-hospital Data Reports, due as required per Utah Administrative Code R426-7.
- B. Department agrees to provide reporting template forms to Grantee.

### V. BILLING

- A. Grantee's reimbursement requests must be in compliance with the EMS Systems Act (Utah Code Ann. §26-8a), all EMS Administrative Rules (Utah Administrative Code R426), all EMS Grant Guidelines, and the provisions of this contract. Department will not process reimbursement requests that do not meet these requirements.
- B. Grantee shall submit requests for reimbursement as follows:
  - 1. Items and services shall be itemized on the request and include the dollar amounts to be reimbursed;
  - 2. A vendor invoice and proof of payment (credit card statement or cancelled check) must accompany and support each requested reimbursement;
  - 3. Reimbursement requests for CME must include Department's Reimbursement Request Form;
    - i. The form is available online at <https://bemsp.utah.gov/operations-and-response/grants/ems-grants/>
    - ii. or can be requested from Department;
  - 4. Reimbursement requests for travel costs must comply with the rates for hotel/motel, locations, food, and mileage found in the EMS Grant Guidelines; and
  - 5. All copies must be legible.
- C. Grantee shall contact Department with any questions regarding grant expenditures.