



## Tooele County Council Agenda Item Summary

**Department Making Request:**

Health

**Meeting Date:**

14. iii

**Item Title:**

**Minimum Performance Standards – Amendment 1**

**Summary:**

Amendment to grant from Utah Department of Health for the period of July 2022 through June 2023. Amendment adds \$216,920 to original grant. Additional funding was approved in the 2022 legislative session to increase amounts for local health departments to provide services required by Utah Administrative code. This will not require additional staffing nor expenditures. It will reduce the amount that will be drawn for the Department's accumulated fund balance. Original grant is included in budget; however, amendment is not. It is renewable annually.

Contract is signed and all parties have copies.



## UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2118111  
Department Log Number

212702561  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Tooele County HD - Minimum Performance Standards SFY22 Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and Tooele County Health Department (CONTRACTOR).

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor.**

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendmen tis to increase the contract amount and replace Attachment "A" in exchange for continued services.
4. **CHANGES TO CONTRACT:**
  1. The contract amount is being changed. The original amount was \$75,855.00. The funding will be increased by \$216,920.00 in state funds. New total funding is \$292,775.00.
  2. Attachment "A", effective July 1, 2022, is replacing Attachment "A" which was effective July 2021. The document title is changed, Article "1" is changed, Article "2" Section A, is changed and Subsection 2, is added, Article "3" is changed, and Articles "4", "5" and "6" are added.

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **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.
  - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. 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.

Contract with Utah Department of Health and Tooele County Health Department, Log # 2118111

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: *Jeff Coombs* 4-5-22  
Jeff Coombs Date  
Health Officer

By: *Shari A. Watkins* 4/7/2022  
Shari A. Watkins, C.P.A. Date  
Director, Office Fiscal Operations

**APPROVED AS TO FORM:**

*Colin Winchester* 04/27/2022<sup>aw</sup>  
Colin R. Winchester  
Deputy Tooele County Attorney

*James A. Welch* 5/4/22  
James A. Welch  
Tooele County Manager

Attachment A: Special Provisions

Tooele County HD - Minimum Performance Standards SFY22 Amendment 1

Effective Date: July 1, 2022

1. GENERAL PURPOSE:
  - A. The general purpose of this contract is to provide public health services required by the Utah Administrative Code, R380-40, Local Health Department Minimum Performance Standards.
  
2. DEFINITIONS:
  - A. "Contractor" means Tooele County Health Department.
  - B. "Department" means Department of Health and Human Services.
  
3. FUNDING:
  - A. New total funding is \$292,775.00.
    1. \$75,855.00 for the period July 1, 2021 to June 30, 2022.
    2. \$216,920.00 for the period July 1, 2022 to June 30, 2023.
  - B. The DEPARTMENT agrees to advance up to 25% of the annual award each quarter to the CONTRACTOR.
  - C. The DEPARTMENT agrees to adjust the fourth quarter payment to reflect actual expenditures submitted by the CONTRACTOR.
  
4. INVOICING:
  - A. In addition to the General Provisions of the Contract the CONTRACTOR must create a column in the Monthly Expenditure Report for the following category.
    1. MPS.
  - B. In addition to the General Provisions of the Contract the CONTRACTOR must submit the June invoice no later than July 15 of each year.
  
5. RESPONSIBILITIES OF THE CONTRACTOR:

The CONTRACTOR must:

  - A. Use these funds to comply with Utah Administrative Code, Rule R380-40, Local Health Department Minimum Performance Standards.
  
6. AMENDMENTS AND TERMINATION:
  - A. If the Contract is not amended to add funds, the Contract shall terminate as of June 30, 2023.