



Tooele County Council Agenda Item Summary

Department Making Request:

Health

Meeting Date:

06.21

Contract

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Exp date: 06/30/2023

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ 35,488.00

Item Title: General COVID Funding (Utah Dept. of Health)- Health

Please answer the who? what? when? why?

To increase 2022 budget for the transfer of \$35,488 from the Health Dept to Aging Services. Funds were received in April 2020 from Utah Dept. of Health as part of General Covid Funding and designated for Senior populations. Funds have not been spent and have been held as unearned revenue.

List who needs copies when approved:



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2009807
Department Log Number

202700755
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Tooele County COVID19 General Response Amendment 1.
 2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and Tooele County Health Department (CONTRACTOR).
 3. **PURPOSE OF CONTRACT AMENDMENT:** Add funds and language related to COVID-19 response for senior care.
 4. **CHANGES TO CONTRACT:**
 1. Attachment A, effective 4/17/20, is replacing Attachment A, which was effective 1/20/20.
 2. The contract amount is being changed. The original amount was \$124,208. The funding amount will be increased by \$35,488 in state funds. New total funding is \$159,696.
- All other conditions and terms in the original contract and previous amendments remain the same.
5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 04/17/2020
 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 # 2009807

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: *Jeff R. Coombs* 4-22-2020
Jeff Coombs Date
Health Officer

By: *Shari A. Watkins* 4/22/2020
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

APPROVED AS TO FORM:

James A. Welch 6/23/22
James A. Welch
Tooele County Manager

Colin R. Winchester 06/21/2022
Colin R. Winchester
Deputy Tooele County Attorney

ATTACHMENT A
Special Provisions
COVID-19 Response Funding
Tooele County Health Department

I. DEFINITIONS

- A. "Contract" means this Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
- B. "Contract Signature Page(s)" means the Department cover page(s) that the Department and Contractor sign.
- C. "Contractor" means the Tooele County Health Department.
- D. "Department" means the Utah Department of Health.
- E. "Equipment" means any item costing more than \$5,000 and a useful life of more than one year.
- F. "LHD" means Local Health Department.
- G. "LHD General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement Tooele County Health Department" effective July 1, 2018 through June 30, 2023.
- H. "PAPPG" means the FEMA Public Assistance Program and Policy Guide V3.1.

II. GENERAL PURPOSE

This Contract provides funds to the Contractor for support of senior populations as well as general COVID-19 response.

III. ORDER OF PRECEDENCE

The parties agree and understand that the requirements set out in this Contract will conflict with the LHD General Provisions. Notwithstanding the LHD General Provisions, Contractor shall comply with requirements set forth in the FEMA Public Assistance Program and Policy Guide V3.1 (PAPPG), 44 CFR Part 206 & 207, and 2 CFR 200. If any provisions conflict between this Contract and the LHD General Provisions, for any funds paid out under this Contract, the provisions of this Contract supersede.

IV. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall use the funds provided for public health services and activities that address emergency response capacities and competencies for COVID-19 and novel coronavirus transmission, prevention, care, and related needs.
- B. Contractor shall provide a cumulative financial report using the provided template in Attachment B, due by the last working day of each month. The first response is due on May 29, 2020.

V. DEPARTMENT RESPONSIBILITIES

Department agrees to:

- 1. Provide technical assistance and consultation, as needed or requested; and
- 2. Notify Contractor if additional funds become available.

VI. FUNDING AND PAYMENTS

- A. Contract funds shall be advanced to the Contractor in full upon execution of the Contract.
- B. The funds are split as follows:
 - 1. \$124,208 is for general COVID-19 response to prevent or reduce illness, disability, or death.
 - 2. \$35,488 is to support seniors through programs such as in-home medical testing and

- care, Aging Alternatives, and coronavirus intensive response.
- C. If Contractor is unable to expend the full contract funding for permitted uses, Contractor shall notify the Department in writing of the amount of funds that will not be used or have not been used. Unused funds shall be returned to the Department upon Department request.

VII. PROCUREMENT REQUIREMENTS

The Contractor shall follow applicable procurement rules as set out in 2 CFR 200.318-326.

VIII. ALLOWABLE COSTS

The Contractor may expend Contract funds on, but is not limited to, the following items:

A. Personnel Costs

1. Straight-time and overtime costs are allowable based on the following table:

Emergency Work/Labor Eligibility		
Budgeted Employees	Overtime	Straight-Time
Permanent employee	Eligible	Not Eligible
Seasonal employee working during normal season of employment	Eligible	Not Eligible
Second-level supervisors and above (e.g. commissioners, department directors, etc.) are usually exempt employees and are not directly involved in the project. (Usually covered in Management Costs under FEMA rules)	Not Eligible	Not Eligible
Unbudgeted Employees	Overtime	Straight-Time
Essential employee called back from administrative leave	Eligible	Eligible
Permanent Employee funded from external source, and reassigned to perform eligible emergency work that the external source does not fund	Eligible	Eligible
Temporary employee hired to perform eligible work	Eligible	Eligible
Seasonal employee working outside normal season of employment	Eligible	Eligible

<p>Backfill employee even if the backfill employee is not performing eligible work, if the employee he/she is replacing is performing eligible emergency work.</p>	<p>Eligible</p>	<p>Not Eligible</p>
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¹ For more details please refer to the PAPPG

² External source includes but is not limited to, grants from a federal agency or statutorily dedicated funds

2. Fringe costs are allowable as a percentage of hourly pay rate for both straight-time and overtime. Because certain items in a benefit package are not dependent on hours worked (e.g. health insurance), the percentage for overtime is usually lower than for straight time. For a list of what is included in fringe benefits parties shall refer to the FEMA PAPPG

- B. Indirect costs and/or administrative costs are allowable. These costs are reimbursable at 100% up to 3.9% of eligible program costs. The final cap will be determined by FEMA.
- C. In addition to the allowed costs set out in this Section VIII, Contractor shall follow all other applicable allowable cost rules in accordance with the FEMA PAPPG, 44 CFR parts 206 & 207, and 2 CFR 200.