

**AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDING TO
INTERMOUNTAIN HEALTH CARE – MCKAY-DEE HOSPITAL**

This agreement is made by and between Weber County (“County”), a body politic and political subdivision of the State of Utah, and IHC Health Services, Inc., d/b/a McKay-Dee Hospital (“McKay-Dee”), a nonprofit organization, individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CR Funds”) provided by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to Utah’s counties and municipalities through a population-based formula; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also includes expenses required to respond to second-order effects of COVID-19; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

**SECTION ONE
DISTRIBUTION AND USE OF CR FUNDS**

1. County will grant up to \$500,000 to McKay-Dee in CR Funds after execution of this agreement. The disbursement of CR Funds shall be made under the direction of the Weber County Treasurer, and shall only be made for allowable expenditures supported by reimbursement requests received by County on or before November 23, 2020. If McKay-Dee cannot submit all of its reimbursement requests by this date, it may request an extension from County. Extensions are subject to approval by the Governor’s Office of Management and Budget and shall not go beyond December 30, 2020.
2. McKay-Dee agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. McKay-Dee also agrees to abide by any additional federal and state requirements that it is made aware of by County regarding the distribution of CR Funds.
3. County has procured with CR Funds medical equipment to assist McKay-Dee in establishing alternate care sites due to the recent surge in COVID-19 cases in Weber County. These supplies include: surge tents, medical beds, privacy curtains, and environmental containment units. *See Exhibit A.* It is the intent of the County to donate this equipment in order to relieve the current strain on McKay-Dee’s ICU so that it may continue providing life-saving treatment to Weber County residents during the pandemic and in future emergency situations. Should McKay-Dee determine at some point in the future that it no longer needs the

equipment, it shall first offer to return the equipment to the County at no cost prior to any surplus.

**SECTION TWO
TERM OF AGREEMENT**

4. This agreement shall commence on the date it is signed by both Parties and shall terminate December 30, 2020. Provisions of this agreement that are expressly declared to survive termination, as well as provisions that by their nature are clearly intended to survive termination, shall continue in effect until the need for those provisions has clearly expired. McKay-Dee shall immediately return any remaining CR Funds and provide an accounting of all funds upon agreement termination.

**SECTION THREE
INDEMNIFICATION**

5. McKay-Dee agrees to indemnify and hold County, its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of McKay-Dee in its use of CR Funds pursuant to the terms of this agreement, including any recovery effort from federal and state authorities for use of CR Funds not permitted under the CARES Act. This provision shall survive termination of this agreement.

**SECTION FOUR
RECORDS/AUDIT**

6. All records created or received by McKay-Dee in accordance with use of CR Funds shall be kept and protected in accordance with Utah's Government Records Access and Management Act and any other applicable state and/or federal law. McKay-Dee agrees to retain all necessary documentation required by federal and state authorities in order to demonstrate compliance with the CARES Act and any other applicable law related to the use of CR Funds. McKay-Dee also agrees to fully cooperate with and assist in complying with any federal or state auditing requirements related its use of CR Funds. Upon request, records shall be made available for examination by the County to verify compliance with this agreement. This provision shall survive the termination of this agreement.

7. McKay-Dee acknowledges it is a sub-recipient of federal CARES act funds, CFDA 21.019, passed through from County. McKay-Dee asserts that it has not been suspended or debarred from doing business with the federal government. If required by law, McKay-Dee agrees to have an annual audit conducted in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to forward a copy of that audit to the County within 30 days of its completion.

**SECTION FIVE
MISCELLANEOUS**

8. **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and McKay-Dee.

9. **No Third Party Beneficiary.** Nothing in this agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

10. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

11. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

12. **Governing Law.** This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

13. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

14. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

15. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Gage Froerer, Chair

Date _____

ATTEST:

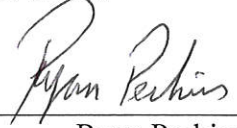
Weber County Clerk/Auditor

IHC Health Services, Inc. - MCKAY-DEE HOSPITAL

By 
Michael A. Clark, Administrator

Date 11-30-20

ATTEST:


Ryan Perkins, EM Preparation Coord