

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL  
AUTHORIZING ACCEPTANCE OF A DONATION OF \$160,000  
THROUGH IHC HEALTH SERVICES, INC. FOR THE PURPOSE  
OF SUPPORTING SALT LAKE COUNTY'S NURSE FAMILY  
PARTNERSHIP AND NURSE HOME VISITING PROGRAM  
THAT SERVES HIGH-RISK FIRST-TIME MOTHERS**

**RECITALS**

A. Salt Lake County ("County") wishes to accept a donation of one hundred sixty thousand dollars (\$160,000) from IHC Health Services, Inc. ("Intermountain") for the purpose of supporting the Salt Lake County Health Department's nurse family partnership ("NFP") and nurse home visiting program that serves high-risk first-time mothers.

B. Intermountain's mission of 'helping people live the healthiest lives possible' is best achieved through collaboration with key community partners such as the County's Health Department. Intermountain's contribution will help sustain the Health Department's NFP program through July 2019.

C. Intermountain, through its Senior Vice President, Mikelle D. Moore, and the County have agreed to a Letter of Intent for use of the donation for the County's NFP program and the accompanying sheet of Additional Terms and Conditions, outlining the terms of the donation; and Ms. Moore, as Senior VP, has signed a Declaration of Gift as required by Salt Lake County Policy 1006.

D. It has been determined that the best interests of the County and the general public will be served by accepting the donation according to the terms and conditions of the attached

Letter of Intent. The acceptance will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the County accepts the donation of one hundred sixty thousand dollars (\$160,000) from Intermountain, pursuant to the terms and conditions set forth in the Letter of Intent (“Letter”), attached hereto as Exhibit 1, and directs that the Chair sign the Declaration of Gift accompanying the Letter. The attached Letter is hereby accepted and approved, and the Mayor is authorized to sign the attached Letter on behalf of the County, and to sign any other documents required to complete the acquisition of the donation.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Aimee Winder Newton, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Bradley voting \_\_\_\_\_  
Council Member Bradshaw voting \_\_\_\_\_  
Council Member Burdick voting \_\_\_\_\_  
Council Member DeBry voting \_\_\_\_\_  
Council Member Granato voting \_\_\_\_\_  
Council Member Jensen voting \_\_\_\_\_  
Council Member Newton voting \_\_\_\_\_  
Council Member Snelgrove voting \_\_\_\_\_  
Council Member Wilson voting \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Melanie F. Mitchell  
Unit Chief and Deputy District Attorney

## **Exhibit 1**



December 17, 2018

Gary Edwards  
Salt Lake County Health Department  
2001 South State Street, Suite S2-600  
Salt Lake City, UT 84190

Dear Gary:

Intermountain Healthcare is very pleased to provide the Salt Lake County Health Department (“Recipient”) with a contribution of \$160,000 through IHC Health Services, Inc. The purpose of the contribution is to support the County’s nurse family partnership (NFP) and nurse home visiting program that serves high-risk first-time mothers.

Intermountain’s mission of “helping people live the healthiest lives possible” is best achieved through collaboration with key community partners. Intermountain is pleased to partner with the Salt Lake County Health Department through this contribution to ultimately improve access to healthcare services by helping to sustain the above mentioned services through July 2019, at which time the State of Utah will start an appropriation of \$500,000 annually for five years (SB161) to sustain the program.

Please sign below on behalf of the Salt Lake County Health Department to accept this contribution and use it for the intent stated above and acknowledging its agreement to the “Additional Terms and Conditions” sheet enclosed with this letter. Please print this letter, sign it, then scan and email a copy of the signed letter to [Debbie.Hardy@imail.org](mailto:Debbie.Hardy@imail.org) by December 31, 2018.

The contribution check will be sent or delivered in early 2019. We look forward to collaborating with you through this contribution to improve the community.

Sincerely,

A handwritten signature in black ink that reads "Mikelle D. Moore".

Mikelle D. Moore  
Senior Vice President  
Intermountain Community Health

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Executive Director (or appropriate title)

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Date

## ADDITIONAL TERMS AND CONDITIONS

1. Restrictions as to Uses of the Donation Proceeds. Recipient will use the full amount of the donation proceeds solely for the donation purposes identified in the attached letter. It is the responsibility of Recipient to select appropriate means by which the donation Purposes are accomplished, whether directly by its own use or by others selected by it. Recipient will repay any portion of the donation proceeds which are not used for the donation purposes.
2. Compliance. Recipient will, and will cause its employees, other agents and contractors (collectively, "*Recipient Personnel*") to, perform this Agreement in accordance with all federal, state and local laws applicable to Recipient or Intermountain. Recipient and Intermountain agree that: (a) no portion of the donation is intended, directly or indirectly, to compensate Recipient or Recipient Personnel for purchasing, ordering, prescribing, using or recommending Intermountain's products or services; (b) neither Recipient nor any of the Recipient Personnel is required to purchase, use, prescribe, order or recommend Intermountain's products or services as a condition of this Agreement; (c) Intermountain will not require Recipient or any Recipient Personnel to refer patients to or restrict Recipient from referring patients to any particular individual or entity; (d) the donation amount is not conditioned upon the volume or value of any federal health care program business generated between Intermountain and Recipient; and (e) this Agreement will not restrict Recipient's ability to enter into any other agreement for the receipt of donation proceeds.
3. Representations and Warranties. Recipient represents and warrants that Recipient is not: (a) excluded from Federal Health Care Programs (42 U.S.C. Section 1320a-7b(f)); (b) debarred from federal or state procurement or non-procurement programs; or (c) designated as a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of the Treasury. Recipient further represents and warrants that (i) the Donation will contribute meaningfully to Recipient's ability to maintain or increase the availability, or enhance the quality, of health or wellness services provided to the community, and (ii) any compensation from Recipient to a physician will not exceed fair market value and will not take into account the volume or value of any referrals or any other business generated by the physician to Intermountain.
4. Recordkeeping. Recipient agrees to maintain its books and records in such a way that the Donation proceeds will be shown separately on Recipient's books. Recipient will maintain records of its expenditures in furtherance of the donation purposes to identify the use of the proceeds for the donation purposes and to document Recipient's reasonable expectation that the donation proceeds will contribute meaningfully to Recipient's ability to maintain or increase the availability, or enhance the quality, of health or wellness services provided to the community.
5. Reports to Intermountain. At Intermountain's request, and not less than annually during the Term of this Agreement, Recipient will supply Intermountain with a written report based upon the records of Recipient showing the use of the donation proceeds in accordance with this Agreement.
6. Non-Discrimination. Recipient agrees not to discriminate against any individual, who otherwise clinically qualifies for Recipient's services, on the basis of the individual's payor status or ability to pay. Recipient will provide effective notification to clients of their freedom to choose any service provider and will disclose, at the request of a client, the existence and nature of this Agreement, in each case in a timely fashion and in a manner reasonably calculated to be effective and understood by the patient.
7. Publicity. Recipient will acknowledge Intermountain's support of the donation purposes in all publications related to the donation purposes and will provide Intermountain with a copy of any such publication.

**DECLARATION OF DONATION  
COUNCIL APPROVAL**

For County Council's approval consistent with Policy 1006

*(Cash donations above \$5,000 total, annually; property donations above \$1,000 total, annually; testamentary donations.)*

I, Intermountain Healthcare irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County to become permanent property of Salt Lake County and to be administered in accordance with its established policies. I assign and transfer all rights, including any copyrights that I possess on these properties to Salt Lake County, without restrictions or conditions except those noted below under "Other provisions or restrictions."

Description of donation:

To support the county's nurse family partnership (NFP) and nurse visiting program that serves high-risk, first-time mothers

Value (estimated by the donor): \$160,000

Date of transfer of title and delivery: Check will be mailed or delivered after Jan. 1, 2019

Other provisions or restrictions:

Donor Name: Mikelle moore *Mikelle Moore*  
Please Print Donor Signature  
Donor Address: 36. S. State Street, 22nd fl. UT 84111  
Address State Zip

\_\_\_\_\_  
Elected Official/Mayor or Designee Date

Salt Lake County hereby accepts the above donation under the conditions specified within this Declaration of Donation form, but makes no judgment as to the value of the Donation.

SALT LAKE COUNTY COUNCIL: \_\_\_\_\_  
Chair Date

ATTEST: \_\_\_\_\_  
County Clerk or Deputy County Clerk