

June 25, 2018

## Karen:

I am requesting to have the attached declaration of gift form, 1006, for a \$8,063.00 donation from Intermountain Healthcare, forwarded to the County Council for approval. Intermountain Healthcare is providing the monetary donation to support the Health Department's interest in reducing the incidence of high-blood pressure and chronic disease in Salt Lake County. The donation will be used to provide local service providers with automated office blood pressure devices (AOBP) and wall mounts.

If you have any questions, please let me know.

Thank you,

Gary L. Edwards, M.S Executive Director

Karen Crompton

**Human Services Division** 

## 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 transfer, title to the property described below to Salt Lak Lake County and to be administered in accordance with rights, including any copyrights that I possess on the restrictions or conditions except those noted below under	its established policies. I assign and transfer all hese properties to Salt Lake County, without
Description of donation: \$8,063.00 for the purchase of automated blood provided to local service providers in Salt Lake	pressure devices and wall mounts to be County.
Value (estimated by the donor): \$8,063.00  Date of transfer of title and delivery:	
Other provisions or restrictions:	
Elected Official/Mayor or Designee  Date:	Intermountain Healthcare Donor  Address: 36 S. State Street Salt Lake City, UT 84111
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:	
ATTEST:	Chair Date

\_, County Clerk or

Deputy County Clerk



May 23, 2018

Beverly Neville Salt Lake County Health Department 2001 South State Street, Suite S2-600 P.O. Box 144575 Salt Lake City, UT 84114

Dear Beverly:

Intermountain Healthcare is very pleased to provide the Salt Lake County Health Department ("Recipient") with a donation in the amount of \$8,063 to support our mutual interest in reducing the incidence of high blood pressure and chronic disease in our community. The donation agreed to in this letter of intent is to support your organization's provision automated office blood pressure devices (AOBP) and stands/wall mounts to be given to a variety of safety net clinics. Clinics to be considered include 14 within the Salt Lake area: Maliheh, Hope, Midvale CBC, Fourth Street, St. Marks Family Medicine, People's Health Clinic, Tooele County Health Department, and five from CHC, Inc., including Neighborhood, Ratcliffe, Midvale, Oquirrh View and Central City.

Intermountain's mission of "helping people live the healthiest lives possible" is best achieved through collaboration with key community partners. By virtue of this collaboration for automated blood pressure devices, Intermountain will provide funding for 11 AOBP stands with baskets and three wall mounts to support safety net clinics that are more effective in measuring blood pressure. Recipient agrees to provide the AOBP equipment to clinics and follow up with Intermountain on who receives the AOBP equipment for tracking purposes.

It is our hope that you will work closely with Nathan Peterson as you provide the AOBP equipment to safety net clinics to help in assessing value at clinics and protocols that align with Intermountain's health screening events.

Please sign below on behalf of the Salt Lake County Health Department to accept this donation, acknowledging your agreement to the "Additional Terms and Conditions" sheet enclosed with this letter, and that Recipient agrees to use it for the intent stated above. Please print this letter, sign it, then scan and mail a copy of the signed letter to Debbie.Hardy@imail.org by June 16, 2018.

This contribution for 2018 is enclosed. A new letter of intent for support will be required for each calendar year of support. We look forward to collaborating with you through this contribution to improve the health of our community.

Sincerely,
Trust Fourt
Terry Foust, AuD, PhD
Director, Community Health Improvement
Fuggishing Director (or appropriate title)
Executive Director (or appropriate title)
Data.
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. <u>Compliance</u>. 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. <u>Recordkeeping</u>. 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. <u>Reports to Intermountain</u>. 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. <u>Non-Discrimination</u>. 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. <u>Publicity</u>. 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.