

**DATA SECURITY AGREEMENT  
BETWEEN SELECT HEALTH AND  
WEBER COUNTY JAIL**

This Data Security Agreement (the "Agreement"), dated as of January 23, 2026 ("Effective Date"), is between Weber County Jail ("Customer"), and SelectHealth, Inc., ("Select Health"). Customer and Select Health are referred to individually as "Party" and collectively as the "Parties" in this Agreement.

**BACKGROUND**

The Parties will receive or have access to Protected Health Information or Personal Information from the other Party to provide the Services listed in Attachment A (the "Services").

Each Party may be required to create, use, disclose, access, maintain, or transmit Member Data when providing the Services.

**TERMS**

1. **Applicable Law:** Select Health and Customer will comply with all applicable laws and standards, including those governing the creation, use, disclosure, access, maintenance, and transmission (collectively, "Use") of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act (HITECH), Personal Information under Utah Statute Code 13-44-102 & 202,, and the accompanying regulations (collectively, as modified from time to time, the "Applicable Laws"). The terms capitalized in this Agreement have the meanings set forth in the Applicable Laws and are defined in this Agreement.
2. **Use and Disclosure of Select Health Data**
  - A. **Permitted Use:** Each Party may Use Member Data only for (1) the purposes set forth in Attachment A; (2) as set forth in this Agreement; and (3) as required by law (collectively, the "Permitted Uses").
  - B. **Prohibited Use:** This Agreement prohibits any Use of Member Data beyond Permitted Uses (collectively, the "Prohibited Uses"). Customer will limit its Use of Member Data to the minimum necessary to perform the Services for Select Health and will not Use Member Data outside the United States. This Agreement prohibits de-identification or aggregation of Member Data.
3. **Duty to Safeguard Select Health Data**
  - A. **Customer's Duty:** Customer will use all appropriate administrative, physical, and technical safeguards designed to prevent any Breach and any Security Incident.
  - B. **Examples of Appropriate Safeguards:** Applicable Laws define appropriate safeguards, which include measures reasonably calculated to prevent Breaches and Security Incidents, such as, at a minimum, minimum restricted area-access, locked areas, and password-protected computer access.
  - C. **Customer will maintain, for at least six years after the relationship terminates, an accounting of disclosures to agents or subcontractors as provided in the "Accounting of Disclosures" Section of this Agreement.**
2. **Term and Termination**
  - A. **Term:** This Agreement begins on the Effective Date and continues until terminated under the "Termination" section below or until Customer ceases to be Select Health's Customer or in the event the parties terminate the Agreement.
  - B. **Termination**

1. If one party determines that the other party has violated a material term of this Agreement, the non-breaching party may (1) immediately terminate this, any Service, or any other services associated with this Agreement, or any combination of those three in the event that cure is not possible, or (2) give the breaching party a period of up to thirty (30) days to cure the Breach. The non-breaching party will notify breaching party in either event.

Upon termination, each Party will return or destroy all Data and will not retain, nor allow any of its agents or subcontractors to retain, any of the other Party's Data in any form.

3. Books and Records

- A. Audit: Select Health has the right to review all of Customer's records relating to Customer's compliance with this Agreement. Select Health may exercise that right at least once each year. Additionally, from time to time, Select Health may request an attestation of Customer's compliance with this Agreement and Applicable Laws. If Select Health requests that attestation, Customer will provide it within fifteen (15) days of Select Health's request. Select Health will provide the form of the attestation described above. Under this Section, the term *records* includes, but is not limited to, all documentation, policies, agreements, logs, procedures, and internal audits relating to this Agreement. Select Health will give Customer at least five (5) business days advance notice of a review and will conduct the review at Customer's place of business during normal business hours.
- B. Government Access: Customer will make available to the Secretary of the Department of Health and Human Services all records requested by the Secretary or the Secretary's designee. Neither Customer nor Select Health waives any attorney-client, accountant-client, or other legal privilege or confidentiality as a result of this Section, "Books and Records."

4. Amendment

- A. Required by Law: The parties agree to negotiate in good faith any amendment to this Agreement that may be required from time to time as is necessary for the Select Health or Customer to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Select Health to Customer, then either party will have the right to terminate this Agreement and the Agreement upon providing not less than thirty (30) days' written notice to the other party.
- B. Amendment by the Parties: The parties may amend this Agreement in writing. If Customer and Select Health cannot agree on an amendment that and the other Party considers necessary, then either party may terminate this Agreement and any Services or services associated with this Agreement by giving written notice of termination to the other party.

5. Ownership of Information: Select Health owns and retains ownership of all information, including but not limited to Select Health Data that it discloses to Customer under this Agreement. Customer acquires no title or right under this Agreement to any information, including but not limited to any de-identified or aggregated Select Health Data.

6. Indemnification: Customer is a body corporate and politic of the State of Utah. Customer does not agree to assume the liability of or indemnify or agree to defend any persons other than those specifically enumerated in statute. Select Health agrees that if it believes it has been made a party to a suit as a result of the negligence of Customer, it will file a Notice of Claim in accordance with Utah law.

Customer, as a body corporate and politic of the State of Utah, is subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OR FOR LOST PROFITS.

7. Insurance Coverage:

Customer is a self-insured political subdivision of the State of Utah. Customer and Select Health agree to maintain insurance coverage sufficient to meet their obligation under this Agreement or as otherwise required by law.

8. Injunctive Relief: Select Health is entitled to seek injunctive and other mandatory judicial relief against Customer to restrain and prevent any threatened, possible, or likely Breach. This remedy is in addition to any other legal or equitable remedies to which Select Health may be entitled.
9. Legally Required Disclosure: Customer will preserve forensic evidence relating to each Prohibited Use and to each Security Incident. Also, Customer will notify Select Health in writing at least fifteen (15) days before providing the PHI to any third party under a judicial or governmental request, and will cooperate with Select Health, as Select Health reasonably requests, in seeking a protective order or limiting the effect of that disclosure.
10. Assignment: Neither Party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party. Notwithstanding the above and except for any assignment to a competitor of Company or the Select Health Organization, either Party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that Party or a purchaser of all or substantially all of that Party's assets used in connection with performing this Agreement, provided the assigning Party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. If Select Health reorganizes, it may make an assignment without Company's written consent.
11. Governing Law: The laws of the State of Utah, but not its conflicts-of-laws provisions, govern this Agreement and its interpretation. Jurisdiction and venue for any dispute relating to this Agreement will rest exclusively with the state or federal courts in Salt Lake County, Utah.
12. Training: Customer will train its personnel whose services may be used to satisfy Customer's obligations under this Agreement regarding the terms of this Agreement.
13. Correspondence: Each party will send any reports or notices required under this Agreement to the other party's address listed below or to another address as the other party may designate in writing by first class mail, fax, or hand delivery.

WEBER COUNTY JAIL

SELECTHEALTH, INC.  
Attn Legal Department  
5381 S Green Street  
Murray, UT 84123

14. Conflict of Terms: This Agreement is not amended, altered, or limited by any other agreement between the parties ("Other Agreement"), and will survive the termination or expiration of any Other Agreement. If a conflict arises between a term in any Other Agreement and a term in this Agreement regarding the

protection of Select Health Data, then the parties make every effort to construe the terms in a consistent manner. If the parties cannot do that, then the terms of this Agreement prevail.

- 15. Authority: Each signatory has authority to sign this Agreement on behalf of the party the signatory represents.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Froerer voted \_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_

Commissioner Bolos voted \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

SELECTHEALTH, INC.

By  \_\_\_\_\_  
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Name Curt Howell

Title Chief Market Operations and Government Programs Officer

Date 03/16/2026

**Attachment A**

Each Party will provide Member Data to the other Party for the following purpose(s):

- 1) To enroll inmates in a Medicaid Plan and to receive Medicaid services;
- 2) To carry out each Party's legal responsibilities; and
- 3) As otherwise required by law.

Under this Data Sharing Agreement Select Health will create an Secure File Transport Protocol ("SFTP") site for Weber County jail to upload documents for individuals being released from the Weber County facility. The purpose of the SFTP site is to securely transmit files from the Weber County Jail to Select Health. SFTP utilizes an encrypted upload of files/documents to the site and once uploaded, the files reside within the SFTP server behind the Select Health firewall until they are retrieved and moved to the Select Health network for processing/handling.