AGREEMENT between WEBER COUNTY

an

ALPHA COUNSELING & TREATMENT, INC.

for inmate mental health services

This Agreement ("Agreement") is between Weber County, a body corporate and politic of the State of Utah, on behalf of the Weber County Sheriff's Office ("Agency" or "Weber County") and Alpha Counseling & Treatment, Inc. ("Contractor") 533 26th Street, STE. 100, Ogden, Utah 84401. Agency and Contractor may be referred to collectively as the "Parties".

WHEREAS, Agency issued a Request for Proposals #21-159 ("RFP") for qualified companies/individuals to provide quality mental health services for incarcerated individuals under the care of the Weber County Sheriff's Office; and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, County approved the recommendation of the RFP selection committee to enter into this Agreement with Contractor; and

THEREFORE, in exchange for the valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

- 1. Scope of Services. Contractor shall be responsible for providing mental health services to inmates under the care and control of the Weber County Sheriff's Office as more fully described in this Agreement and Agency's RFP attached as Exhibit A. Mental health services include but are not limited to: self-destructive tendency case review and recommendation, mental health visits and consultations, referral to Medical Provider for pharmaceutical prescription review, referral to contract medical provider Psychiatrist, and one hour per day (Monday through Friday) active participation with inmate call team.
- 2. <u>Term of Contract</u>. This Agreement is effective when all parties have executed it (Effective Date) and shall continue for a period of three years from the last date of execution. After the initial three-year term, this Agreement may be renewed upon mutual agreement of the Parties for two additional one-year terms for a total term not to exceed five years. The estimated start date of this Agreement is August 2021.

3. Payment.

a. The Agency agrees to pay the Contractor an **annual rate of \$210,113.00** for providing the services contemplated by this Agreement. The Contractor shall submit invoices monthly in the amount of \$17,509.41. Payment shall be made within 45 days after receipt of invoice. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.

- b. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the Agency.
- c. Except as otherwise provided in this Agreement, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Agreement.

4. Responsibilities of Contractor. The Contractor agrees to:

- a. When an inmate/client is placed on self-destructive tendency (SDT) watch, an evaluation is required within a 48-hour time period. A recommendation by evaluator will be given to corrections staff for purposes of management, housing, continued SDT watch status or discontinuation of SDT watch status.
- b. Mental health visits will be conducted on a regular basis for inmate(s)/client(s) who request these services.
- c. A mental health worker may make referrals to the Medical Provider for pharmaceutical prescription review. Regular consultations with medical staff is desired.
- d. Active participation with the Inmate Management Committee (IMC). IMC meets twice weekly for approximately 1 hour. IMC discussion includes but is not limited to: inmate housing and discipline, management of disruptive individuals, and quality improvement review of safety and security.
- e. A mental health worker may make referrals to contracted medical provider Psychiatrist.
- f. A mental health professional may be tasked with referring an inmate/client to emergency mental health care working in conjunction with the local mental health authority.
- g. A mental health representative should actively participate with inmate care call team. Care call team meets for approximately one hour per day Monday through Friday.
- h. Be available 24/7 for mental health queries, consults and emergencies (limited need for on call consultations).

- i. Meet quarterly with jail administration to discuss and evaluate the effectiveness of the mental health care system.
- j. Maintain thorough, timely, and appropriate mental health records of services provided to inmate(s)/client(s).
- k. Maintain report data of mental health one-on-one sessions.
- 1. Report data on SDT watch reviews and clearance.
- m. Designation of mental health group sessions based on the Disability Law Centers recommendations.
- n. Participation in Court Programs as appropriate.
- 5. **Responsibilities of Agency**. The Agency agrees to:
 - a. Pay Contractor in accordance with the terms of this Agreement.
 - b. Cooperate with the Contractor by providing requested information that is reasonably necessary for the Contractor to fulfill its responsibilities, as defined in this Agreement.
 - c. Provide adequate office space at 1400 Depot Drive, Ogden, Utah 84404 and 370 26th Street, Ogden, Utah 84401 for Contractor to fulfill the responsibilities contemplated by this Agreement.
 - i. Provide necessary facility infrastructure for Contractor's computer, internet, and photocopying needs.
 - ii. Provide departmental approved infrastructural changes, general maintenance, and housekeeping services where Contractor is to provide professional mental health treatment services.
 - d. Provide necessary security services and any additional assistance necessary for the safe and orderly provision of professional mental health treatment services by Contractor.
 - It is understood and agreed that the Agency shall be responsible for the
 provision of security services for the Contractor's staff members, and that
 said security services shall be provided in accordance with the security
 services currently provided at each individual facility.
 - ii. In addition, the Agency shall provide necessary security service procedures to protect Contractor's equipment and supplies, provided that

the Contractor shall be responsible for ensuring that its staff adheres to such security service procedures.

6. **Special Provisions**.

- a. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- b. Agency may provide some computer hardware for performance of this contract. Agency does not warrant all required hardware and software necessary to perform the services for this Agreement will be provided, Contractor shall assess and provide equipment Contractor feels are necessary to fulfill the services of the contract. All Agency hardware will remain property of the Agency upon fulfillment of this contract.
- c. Background Check Requirement. Due to the security requirements of the Weber County Sheriff's Office and Correctional Complexes, the Agency reserves the right to conduct reference checks, background investigations and criminal history of any employee or agent of the Contractor. In addition, Utah Code Annotated Section 63G-11-1033 (3) prohibits a public employer from entering into a contract for the physical performance of services within the state with the Contractor, unless the Contractor registers and participates in the Status Verification System to verify work eligibility status of said Contractor's employees and agents. During the performance of this Contract, employees and agents of the Contractor agree to abide by Weber County policies for a drug-free work environment.
- d. Account Representative. Contractor shall appoint a company representative who shall be responsible for servicing the account established as a result of this Contract. The appointed representative shall be responsible for providing necessary services required to ensure that the account will be administered in an organized systemic manner. The account representatives name and contact information shall be provided to the Agency upon the Effective Date of this contract. The Agency shall be notified immediately of any change made to the designated account representative.
- e. **Assumption of Risk**. Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

f. Compliance with HIPAA and 42 CFR Part 2. Through the execution of this Contract, the Contractor agrees to comply with applicable HIPAA requirements and 42 CFR Part 2 in all manners pertaining to protected health information of inmate treated under this Contract.

g. Conflicts of Interest.

- i. Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the Agency or a disclosure which may adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Contractor shall take steps to ensure that all files, evidence, evaluations, and data are provided to the Agency or its designee. This provision does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- ii. A conflict of interest warranting termination of this Agreement may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against Weber County, its agencies, boards, commissions, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.
- h. **Debarment or Suspension**. By signing this Contract, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 77 Part 17 and 2 CFR Part 180 or are on the debarred vendors list(s) maintained by the federal government.
- i. Inmate/Client Records and Record Systems. Contractor shall maintain all inmate/client treatment records which will be inclusive of, but not limited to: identifying information; case histories; treatment plans; discharge summaries; etc., and shall ensure that accurate, comprehensive, and legible records are kept on each of the Agency inmates under its care.
- j. **Management Information System Requirements**. The Contractor shall maintain an appropriate Automated Data Collection and Management Information System as specified by the Agency, which will have identifying information on the inmates/clients including inmate name, inmate number, date of birth,

ethnicity, date of initiating mental health services, and services received. Such data information system shall:

- Be capable of tracking inmate(s)/client(s) progress through treatment (i.e., phases, progress assessments, successful completions, discharges with reason, etc.).
- ii. Have summary information on services provided (i.e., results from evaluation instrument, program activities, sessions, etc.)
- k. Research and Performance Outcome Measures. The Contractor shall fully cooperate with any research initiatives conducted by the Agency or approved outside research organizations. The Contractor understands that no research projects will be initiated without the prior written consent of the Agency Director and that all research activities will be agreed upon by the Contractor and the Agency. Any research activities that are agreed upon will be governed by Agency written policies and procedures, and in every case the informed written consent of each participant will be obtained prior to his enrollment as a subject.

1. Confidentiality and Informed Consent.

- i. The Contractor shall ensure compliance with the Agency Policy and Procedure regarding confidentiality, informed consent, and access and disclosure, as well as maintaining all records as confidential. The Contractor will develop, in collaboration with the Agency, confidentiality guidelines regarding AIDS and HIV medical information for employees and for inmates/clients, which will be consistent with the guidelines established by the Agency and with State and Federal laws and regulations.
- ii. The Contractor will stipulate the limits of confidentiality in writing for offenders to be informed of such limits and will secure written consent to release treatment and assessment information to all members of the treatment and supervision team, the Agency staff, as well as, the County of Weber. Inmates entering treatment programs will be informed by Contractor's staff that information or disclosures during treatment that concern criminal activity or other security related issues will be reported immediately to the Agency.
- iii. Before enrollment in treatment, inmates will be informed of the evaluation and treatment components of the program that may be offered and provide consent to treatment and assessment.
- iv. Applicable laws, regulations, and standards pertaining to the inmate's supervision and treatment and their coordination will be explained to each inmate.

7. General Provisions.

- a. **Amendments**. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Contract.
- b. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a while and not to any particular provision or part. The Courts of the State of Utah shall have jurisdiction over this Agreement and the parties.
- c. Assignment Prohibited and Agreement Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in the Agreement without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligations without the prior written permission of the Agency.
- d. **Audit and Access to Records**. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.
- e. Availability of Funds. Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to: congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- f. **Award of Related Contracts**. The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

- g. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- h. **Confidentiality of Information**. All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Agreement shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- i. **Ethics**. Contractor shall keep informed of and comply with any and all ethical standards governing Contractor's profession.
- j. **Extensions**. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- k. Force Majuere. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- 1. **Indemnification**. The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- m. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of Agency for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the

payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent of representative for or on behalf of the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to Weber County employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- n. **Nondiscrimination**. The Contractor shall comply with the Civil Rights Act of 1964, the Americans with Disabilities Act, and Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with performance under this Contract.
- o. **Notices**. All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- p. Notice of Sale or Transfer. The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.
- q. Ownership and Return of Documents and Information. Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- r. **Patent or Copyright Protection**. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor, or its subcontractors will violate any such restriction. The Contractor

- shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- s. **Prior Approval**. This Agreement shall not be binding upon either party, no services shall be performed, and the Weber County Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved and filed with Weber County.

t. Insurance Requirements.

- i. During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- ii. All policies shall be primary over any insurance or self-insurance program carried by the Contractor or Agency. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the Agency, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- iii. The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- iv. All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- v. In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- vi. The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.
- u. **Insurance Coverage**. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:
 - i. <u>Commercial General Liability Insurance</u>. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for

bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- 1. \$1,000,000.00 each occurrence;
- 2. \$1,000,000.00 personal injury and advertising injury;
- 3. \$2,000,000.00 general aggregate; and
- 4. \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- ii. Workers' Compensation and Employer's Liability Insurance. Employees hired in Utah to perform work under this Agreement shall be covered by workers' compensation coverage obtained though the Utah Department of Workforce Services' workers' compensation program. If statutorily required.
- iii. <u>Unemployment Insurance</u>. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- v. **Publicity**. Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- w. Sovereign Immunity and Limitations. County is a body corporate and politic of the State of Utah, 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.
- x. **Taxes**. The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- y. **Termination of Contract**. This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. If at any time during the

performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Agreement or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement services for the duration of the Agreement term.

- z. **Third-Party Beneficiary Rights**. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Contract. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Contract.
- aa. Time is of the Essence. Time is of the essence in all provisions of this Contract.
- bb. **Titles Not Controlling**. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- cc. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

8. Interpretation.

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Weber County's Request for Proposals (Attachment A);

IN WITNESS WHEREOF, the Parties execute this Agreement.

BOARD OF COUNTY COMMISIONERS OF WEBER COUNTY

By
James H. "Jim" Harvey, Chair
Commissioner Froerer voted
Commissioner Harvey voted
Commissioner Jenkins voted
ATTEST
Ricky Hatch, CPA Weber County Clerk/Auditor
APPROVED AS TO FORM: Liam M. Keogh - Deputy County Attorney Weber County Attorney's Office Digitally signed by Liam M. Keogh - Deputy County Attorney Weber County Attorney's Office Date: 2021.08.11 15:33:46 -06'00'
Weber County's Attorney Office
CONTRACTOR
By: June Soull
Title: Dang
Date:

IN WITNESS WHEREOF, the Parties execute this Agreement.

BOARD OF COUNTY COMMISIONERS OF WEBER COUNTY