

**AGREEMENT BETWEEN WEBER COUNTY, UTAH
AND VITALCORE HEALTH STRATEGIES, LLC
FOR INMATE HEALTHCARE SERVICES**

This agreement is made on the ____ day of _____, 2025, by and between VitalCore Health Strategies, LLC (“Contractor”) and Weber County, Utah, through its Board of Commissioners, and pertains to Inmate Medical Care Services for the Weber County Correctional Facility (“County”) pursuant to Request for Proposal for “Inmate Medical Care and Services” Solicitation No. 25-055, originally issued February 25, 2025.

WHEREAS, County wishes to obtain professional services for inmate medical and mental health services; and,

WHEREAS, Contractor is a recognized vendor of these services and desires to provide them to County; and,

WHEREAS, a Request for Proposal was issued for acquisition of these services; and,

WHEREAS, County conducted negotiations and determined the best interests of County will be served by awarding a contract to Contractor to provide these services;

THEREFORE, in consideration of the mutual agreements contained below, County and Contractor contract as follows:

CONTRACT DOCUMENTS

The Agreement between County and Contractor consists of:

1. RFP Inmate Medical and Mental Health Services, Solicitation No. 25-055, dated February 25, 2025 (Exhibit A). Said Exhibit A is hereby incorporated and made a part of this Agreement.
2. Contractor’s entire proposal submitted on or about March 12, 2025, in response to the RFP, including the entirety of Contractor’s submissions, and the Final Staffing and Financials dated April 24, 2025 (Exhibit B). Said Exhibit B is hereby incorporated and made a part of this Agreement.
3. This Agreement.

In the event that any conflict between the provisions of this Agreement, the RFP, its addenda, or the Contractor’s Proposal arises, the provisions of this Agreement shall prevail over conflicting provisions of the RFP, its addenda, and of the Contractor’s Proposal, and the provisions of the RFP, and its addenda shall prevail over any conflicting provisions of the Contractor’s Proposal.

TERM; TERMINATION.

The original term of this Agreement shall be for a nineteen (19) month period, with an option for four (4) one-year renewals by mutual agreement, and shall begin on June 1, 2025, and shall terminate December 31, 2026. A party desiring to renew the agreement shall provide written notice thereof to the other party no later than ninety (90) days prior to the end of the original term, and likewise as to any succeeding renewal term.

PROPERTY DISPOSITION UPON TERMINATION.

Upon termination of this Agreement, all health care supplies and equipment, office equipment, and any unused stock medications or supplies purchased by Contractor shall be converted to Sheriff's Office inventory and will remain Sheriff's Office property. Contractor shall be allowed to remove from the facility its proprietary Policies and Procedures, Manuals, Training Material, and Forms, and County agrees to maintain as confidential all Contractor materials, documents, or reports marked as confidential or proprietary. County shall be given full access, possession, and control of inmate medical records and will not be restricted in their use except as provided by law.

PAYMENT; COSTS.

Payments shall be based on Contractor's Cost Proposal, contained in Contractor's Proposal (Exhibit B), as follows:

	Adult Detention Center
Year One (6/1/25-12/31/26)	\$5,730,177.85 annually \$477,514.82 monthly
Year Two	\$5,888,883.18
Year Three	\$6,050,959.18
Year Four	\$6,219,287.96
Year Five	\$6,391,234.38

Year One shall run from June 1, 2025 through December 31, 2026. Parties have agreed to extend the first year period to nineteen (19) months so that each subsequent year will run based on a calendar year. Contractor shall extend Year One monthly pricing for nineteen (19) consecutive months and County shall pay Contractor at the rate of \$477,514.82 per month. Year One's extended term shall include all listed capped costs.

Payments to Contractor on an annual basis shall be made in monthly payments pursuant to a billing statement submitted by Contractor. Year One shall be made in nineteen (19) monthly payments, while any subsequent years shall be made in twelve (12) monthly payments. Monthly invoices from Contractor shall be submitted to the County on or before

the fifth (5) day of each month prior to the month of service. The County payment terms will be net thirty (30) days from receipt of invoice.

Pricing for the MAT RN position is included in the pricing for this Agreement. The previous Addendum Agreement between Contractor and County dated July 23, 2024 regarding the MAT RN position is null and void because this Agreement contemplates this position, and two separate contracts are no longer required.

Pharmacy costs are capped at two hundred seventy-five thousand dollars (\$275,000.00 for each 12-month period; \$435,416.67 for initial 19-month period) during the original contract term as well as any subsequent one-year contract terms. This amount may be reviewed by the Parties and adjusted as needed to account for inflation, actual expenditures, or other reasons. County shall be responsible for all pharmacy costs over said amount.

Contractor shall be financially responsible for off-site emergency room costs when the detainee is not admitted to the hospital, or the detainee is out of the Facility for twenty-four (24) hours or less. Contractor's out-of-facility care costs are capped at one hundred sixty-five thousand dollars (\$165,000.00 for each 12-month period; \$261,250.00 for the initial 19-month period) during the original contract term as well as any subsequent one-year contract terms. This amount may be reviewed by the Parties and adjusted as needed to account for inflation, actual expenditures, or other reasons. County shall be responsible for any out-of-facility care costs over said amount. County will be financially responsible for all other off-site services for specialty care and hospitalizations.

DEFENSE AND INDEMINIFICATION.

Contractor shall, at its own expense, indemnify and save harmless County, its elected and appointed officers, employees, servants, and agents, from any and all claims, demands, actions, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, resulting from the acts or omissions of Contractor, its employees, agents, representatives, or contractors. Contractor's responsibilities to the County as set forth in this section shall not be limited by any insurance coverage limits obtained by Contractor.

County shall, at its own expense, indemnify and save harmless Contractor, its officers, employees, servants, and agents, from any and all claims, demands, actions, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, resulting from the sole negligence of County, its elected or appointed officers, employees, servants, or agents, in relation to County's operation of a correctional facility. County's responsibilities to the Contractor as set forth in this section shall not be limited by any insurance coverage limits obtained by County. Nothing here in shall be construed as a waiver of County's rights with regard to governmental immunity.

This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute, although this provision inures only to the parties and their officers, agents and employees does not create a third-party beneficiary agreement and may not be asserted by anyone other than the parties.

CERTIFICATION.

Contractor warrants that all medical professionals used in this Agreement shall be appropriately credentialed and, if necessary, licensed and in good standing with the State of Utah.

INSURANCE.

Contractor shall support the defense and indemnification above by obtaining commercially reasonable general liability and professional malpractice insurance from a company or companies subject to the County's approval and in minimum coverages of not less than \$2 million per incident and \$10 million in an annual aggregate. Contractor shall add the County to the policy as an additional insured. Contractor shall maintain coverage for at least 3 years after termination

CONTRACTOR'S DUTIES AND OBLIGATIONS.

In addition to any obligation imposed upon Contractor elsewhere in this Agreement, in the Request for Proposal ("RFP") incorporated herein as Exhibit A, or in Contractor's Proposal incorporated herein as Exhibit B, Contractor shall faithfully perform the following duties:

- A. GENERAL PERFORMANCE STANDARD. Contractor shall furnish all labor, professional skill, supervision, equipment, supplies, pharmaceuticals, and services necessary to deliver constitutionally-adequate, community-standard medical, nursing, mental-health, pharmaceutical, and ancillary services to every inmate of the Weber County Correctional Facility in conformity with the detailed specifications contained in Exhibits A and B.
- B. COMPLIANCE WITH LAWS AND STANDARDS. Contractor shall at all times comply with:
 - all applicable federal, state, and local statutes, regulations, and court orders, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HITECH Act, 42 C.F.R. Part 2;
 - the prevailing standards and guidelines of the American Correctional Association ("ACA"); and
 - the Sheriff's Office security policies and procedures provided to Contractor.

- C. **STAFFING.** Contractor shall staff the facility at the levels, at the times, and with the credentials described in Exhibit B, with substitutions permitted only as Exhibit B provides. Contractor shall maintain personnel files evidencing current licensure, certification, background clearance, and required training.
- D. **ACCREDITATION.**
- Contractor shall maintain the Facility's existing ACA health-care accreditation throughout the term of this Agreement and any renewal hereof and shall cure any accreditation deficiency attributable to Contractor's performance.
- E. **QUALITY ASSURANCE / PERFORMANCE IMPROVEMENT (QAPI).** Contractor shall continue to operate a QAPI program to help identify areas in the health care delivery system that need improvement and, when such areas are found, develop and implement strategies for improvement.
- F. **GRIEVANCE MANAGEMENT.**
- Contractor shall maintain a medical grievance process integrated with the Facility grievance system, classify grievances by type, investigate each grievance in good faith, and respond in writing to the inmate within the period required by Sheriff's Office policy.
 - Contractor shall provide the Sheriff's Office with a monthly summary report showing the number of medical grievances received, their disposition (sustained, denied, withdrawn), and any systemic corrective action.
- G. **MORTALITY REVIEW AND CRITICAL-INCIDENT DEBRIEF.**
- Mortality Review. Contractor shall conduct an administrative mortality review, in conjunction with County staff, as soon as possible following any in-custody death. Contractor shall conduct a clinical mortality review within thirty (30) days following any in-custody death.
 - Critical Incidents. Contractor shall participate in Sheriff-led critical incident debriefings as requested.
- H. **UTILIZATION MANAGEMENT AND OFF-SITE CARE.** Contractor shall operate the Utilization Management and telehealth protocols described in Exhibit B, approve or deny specialty referrals within the internal time frames set therein, and make a good faith effort to manage costs so that off-site expenses do not exceed the contractual caps.
- I. **CONTINUITY AND COORDINATION OF CARE.** Contractor shall:
- ensure immediate medical intake screening of all new inmates and provide medical clearance prior to release or transfer as required by Sheriff's Office policy;
 - furnish upon release not less than 14 days of prescription medications for inmates with chronic conditions or as clinically indicated; and

- coordinate clinically with the County's separate dental, mental-health, or substance-use vendors, if any, to prevent duplication and fragmentation of care.
- J. MEDICAID. Contractor shall strive to obtain Medicaid rates for specialty and off-site services and shall actively assist the County in obtaining, implementing, and preserving a Utah Medicaid Section 1115 demonstration waiver.
- K. MEDICAL RECORDS. Contractor shall document all health encounters in the Facility's electronic medical record ("EMR"), maintain such records as property of the County, and comply with record-access requests of the County, courts, or other authorized entities.
- L. REPORTING REQUIREMENTS. In addition to any reports specified elsewhere, Contractor shall furnish to the Sheriff's Office:
 - a monthly statistical report of clinic encounters, medication errors, off-site referrals, and emergent transports;
 - the monthly grievance report;
 - quarterly QAPI findings;
 - incident reports for any event likely to give rise to litigation or press inquiry within 24 hours of occurrence; and
 - any ad hoc report reasonably requested by the Sheriff concerning inmate health-service operations.
- M. INSURANCE AND LICENSURE. Contractor shall procure and keep in force the insurance policies and minimum limits specified in this Agreement and shall ensure that all professional staff maintain in good standing the licenses, certifications, and registrations required by Utah law.
- N. SECURITY COMPLIANCE. Contractor's personnel shall comply with all Facility security directives, participate in required PREA and safety training, and cooperate fully with Sheriff's deputies in maintaining a secure clinical environment.
- O. TRANSITION DUTIES. At the County's written request during the final 90 days of the term or any renewal, Contractor shall cooperate in an orderly transition to a successor provider, including transfer of medical records, inventory reconciliation, and orientation of successor staff, all at no additional cost.
- P. SURVIVAL. The obligations set forth in this Section, other than staffing quantities, shall survive termination or expiration of this Agreement to the extent necessary to accomplish their intended purpose.

- Q. Personal Data Protection. Utah state law requires a contractor to be subject to the requirements of Utah Code title 63A, chapter 19, to the same extent as a governmental entity, with regard to the personal data processed or accessed by the contractor. See Utah Code section 63A-19-401(4). "Personal data" is defined in Utah Code section 63A-19-101 as "information that is linked or can be reasonably linked to an identified individual or an identifiable individual." Contractor certifies that it is familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, to the same extent as required of Weber County, with regard to the personal data processed or accessed by Contractor as a part of its duties under this agreement.

COUNTY'S DUTIES AND OBLIGATIONS TO CONTRACTOR.

- A. COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. County and its employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HI TECH Act and any State health information privacy laws, to the extent they are applicable. County shall implement policies and/or procedures in compliance with such laws.
- B. COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Contractor shall identify to the County those members of the inmate population with medical or mental health conditions which may be worsened as a result of being incarcerated at the detention facility or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, County shall make every reasonable effort to have such an inmate/detainee released, transferred, or otherwise removed from the correctional setting.
- C. RECORD ACCESS. To the extent allowed by law, during the term of this Agreement, and for a reasonable time following the termination of this Agreement, County shall provide Contractor, at Contractor's request, the County and/or detention facility's records (including medical records) relating to the provision of health care services to the inmate population, including records maintained by hospitals, and other outside healthcare providers involved in the care or treatment of the inmate population (to the extent the County or Jail has control of, or access to, such records). Contractor may request such records in connection with the investigation of, or defense of, any claim by a third party related to Contractor's conduct or to prosecute a claim against a third party. Any such information provided by the County to Contractor shall be kept confidential by Contractor, and shall not, except as may be required by law, be distributed to any third party without prior written approval by the County.
- D. USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/detainees of the detention facility shall not be employed or otherwise engaged or utilized by either Contractor or the County in rendering any health care

services to the facility population, provided however, that inmates/detainees may be used in positions not involving the rendering of health care services directly to the inmate population and not involving access to inmate population records, in accordance with NCCHC standards.

- E. **SECURITY OF THE JAIL AND CONTRACTOR.** Contractor and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Contractor, as well as for the security of the inmate population and County's staff, consistent with a correctional setting. County shall provide security sufficient to enable Contractor, its health care staff, employees, agents, and/or subcontractors to safely provide the health care services described in this Agreement. Contractor, its health care staff, employees, agents, and/or subcontractors shall follow all security procedures of the County while at the detention facility or other premises under the County's direction or control. However, any Contractor health care staff, employee, agent, and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Contractor shall not be liable for any loss or damages resulting from Contractor's health care staff, employees, agents, and/or subcontractors' failure to provide medical services due to insufficient security services.

Contractor acknowledges that human behavior is often unpredictable, and County accepts no responsibility for the behavior of any inmate, except where such behavior is specifically attributable to the gross negligence of County, its employees or agents, in the provision of any safety or security measure contemplated by this Paragraph.

- F. **POLICIES AND PROCEDURES.** Contractor, its health care staff, employees, agents, and/or subcontractors shall operate within the requirements of the County's posted security policies and procedures, which impact the provision of medical services.

A complete set of said policies and procedures shall be maintained by the County and made available for inspection by Contractor at the detention facility, and Contractor may make a reasonable number of copies of any specific section(s) it wishes using the County's photocopy equipment and paper. Any policy or procedure that may impact the provision of health care services to the inmate population, which has not been made available to Contractor, shall not be enforceable against Contractor unless otherwise agreed upon by both parties.

Any modification of the posted policies and procedures shall be timely provided to Contractor. Contractor, its health care staff, employees, agents, and/or subcontractors shall operate within the requirement of a modified policy or procedure after such modification has been made available to Contractor.

If any of the County's policies or procedures specifically relate to the delivery of medical services, the County's representative and Contractor shall review the County's policies and procedures and modify or remove those provisions that conflict with Contractor's Health Services Policies and Procedures.

- G. **DAMAGE TO EQUIPMENT.** Contractor shall not be liable for loss of or damage to equipment and supplies of Contractor, its agents, employees, and/or subcontractors if such loss or damage was caused by the sole negligence of the County's employees.
- H. **SECURE TRANSPORTATION.** County shall provide security as necessary and appropriate in connection with the transportation of a member of the inmate population to and from off-site services including, but not limited to, specialty services, hospitalization, pathology, and radiology services as requested by Contractor. Contractor shall coordinate with the County for transportation to and from the off-site services provider or hospital.
- I. **NON-MEDICAL CARE OF FACILITY POPULATION.** County shall provide for all non-medical personal needs and services of the inmate population as required by law. Contractor shall not be responsible for providing, or liable for failing to provide, non-medical services to the inmate population, including, but not limited to, daily housekeeping services, dietary service, building maintenance services, personal hygiene supplies and services, and linen supplies.
- J. **FACILITY INMATE POPULATION INFORMATION.** In order to assist Contractor in providing the best possible health care services to the inmate population, County shall provide, as needed, subject to applicable law, information pertaining to any particular inmate, or population segment or aggregate that Contractor and the County mutually identify as reasonable and necessary for Contractor to adequately perform its obligations under this Agreement.

GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, notwithstanding any contrary result under the rules governing conflicts of laws. The venue for any action arising out of this Agreement shall be in the courts of Weber County, Utah.

INDEPENDENT CONTRACTOR STATUS.

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer-employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or

methods by which Contractor, its employees, agents and/or subcontractors perform hereunder, or Contractor to exercise control or direction over the manner or methods by which the County, and their employees, agents and/or subcontractors perform hereunder, other than as provided in this Agreement.

Contractor and its employees, agents and/or subcontractors shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agency of County. Contractor and its employees, agents and/or subcontractors shall not be entitled to any fringe benefits of County such as, but not limited to, health insurance paid vacation leave, paid sick leave, or retirement. Contractor shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes, to the proper federal, state, and local governments. Contractor shall carry worker's compensation coverage for its employees, to the extent required by law, and shall provide County with proof of said coverage, if requested.

SUBCONTRACTING.

In performing its obligations under this Agreement, it is understood that Contractor may not be licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements, Contractor may engage physicians or other clinicians as independent contractors ("Contract Professionals") rather than employees, in order to supply the clinical services required under this Agreement. Contractor shall engage Contract Professionals that meet the applicable professional licensing requirements and Contractor shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Contractor may subcontract for specialized services such as pharmacy, medical waste, medical supplies, and other services or supplies which it is required to provide under this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Contractor will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants and to prospective job applicants.

WAIVER OF BREACH.

The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.

Parties acknowledge that Contractor is neither bound by or aware of any other existing contracts to which County is a party and which relate to the provision of health care to inmates/detainees at the facility. Parties agree that they have not entered into this Agreement for the benefit of any third person(s), and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

ASSIGNMENT.

Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

NOTICES.

Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for Contractor:

If for County:

Viola Riggin, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren, Suite 100
Topeka, Kansas 66603
Fax: (785) 408-5617

Such address may be changed from time to time by either party by providing written notice as provided above.

SURVIVAL.

The provisions concerning and pertaining to termination, insurance, and indemnification will survive any termination or expiration of this Agreement.

COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

TITLES OF PARAGRAPHS.

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

SEVERABILITY.

In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION.

This Agreement and the other contract documents set forth above, constitutes the entire agreement and the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject-matter hereof. This Agreement may be amended or modified at any time, but only with the written consent of all Parties.

EXECUTION AUTHORITY.

By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party. Each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

SIGNATURES.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF WEBER:

By: _____

, Chairperson
Board of Commissioners

Date

Attested By: _____

Date

VITALCORE HEALTH STRATEGIES, LLC:

By: Viola Riggini _____

Viola Riggini, Chief Executive Officer
VitalCore Health Strategies, LLC

05/13/2025 _____

Date

**Exhibit A – RFP Inmate Medical and Mental Health Services for Weber County, Utah,
Correctional Facility, Solicitation No. 25-055, dated February 25, 2025**

Exhibit B – VitalCore Health Strategies, LLC Response to RFP for Inmate Medical and Mental Health Services for Weber County, Utah, Correctional Facility, submitted March 12, 2025, and the Final Staffing and Financials dated April 24, 2025.