

DENTAL SERVICES CONTRACT

This AGREEMENT is made and entered into by and between GARRETT DENTAL SERVICES, PLLC (“CONTRACTOR”), a Utah professional limited liability company, and Weber County, a political subdivision of the State of Utah (“COUNTY”), effective as of June 1, 2025.

RECITALS

WHEREAS, CONTRACTOR is a duly licensed and credentialed dental services company possessing all necessary qualifications to render emergency dental care and treatment, and

WHEREAS, the COUNTY desires to obtain the services of a competent contractor to provide the dental services identified in this contract.

THEREFORE, in consideration of the mutual promises, covenants and conditions (and other good and valuable consideration) set out in this Agreement, the receipt and sufficiency of which are hereby acknowledged and accepted by the Contractor and the County, the Parties agree:

AGREEMENT

- 1) **Services.** The Contractor shall provide to the County, at the Weber County correctional facility, the services of a qualified, licensed dentist who shall work under the supervision of the County Sheriff’s Office within the parameters of their scope of practice.

The Contractor shall provide dentistry services; including, dental examinations, x-rays, temporary fillings, triage, tooth extractions, and emergency and urgent dental care (uncontrolled bleeding, trauma, severe pain) to inmates incarcerated in the Facility.

These services shall be provided efficiently and professionally and shall, at all times covered by the Terms of this Agreement, ACA requirements, and comply with all federal, state, and municipal laws, rules, and regulations that are now or may in the future become applicable to the practice of dentistry.

- 2) **General Duties.** The Contractor will be expected to be present at the Weber County correctional facility and available for treatment of inmates one day per week, four hours per day, on a date and time agreed upon by the parties. If the routine care waiting list exceeds 45 days, Contractor shall add additional clinic hours at no additional cost or schedule a second clinic day in the same week.

The Contractor will be available on a 24/7 basis for phone consultations for emergent dental needs of inmates. If Contractor is not immediately available to take a call from the Facility, Contractor shall return the call within 30 minutes. When an on-call consultation determines that immediate in-person evaluation is necessary to prevent serious deterioration, Contractor shall report to the Facility within 12 hours.

Contractor shall secure a qualified substitute dentist, meeting all credentialing and background requirements of this Agreement, to cover whenever the primary dentist is unavailable for a scheduled clinic or on-call period.

Contractor shall submit a written report 15 days after the end of each quarter summarizing: (a) the number and type of encounters; (b) wait times for urgent and routine care; (c) off-site referrals; (d) no-shows and refusals; (e) an infection control log; and (f) any inmate grievances and their resolutions.

- 3) **Dental Supplies.** The Contractor shall procure the dental supplies necessary to perform the dental services contemplated by this contract (the “Necessary Supplies”) at its own cost. Contractor shall maintain and

replace instruments as needed to meet CDC guidelines. Upon expiration or termination of this Agreement, all non-consumable equipment and any unused consumables shall become the property of the County without additional cost.

- 4) **Effectiveness, Date, and Duration.** This contract will become effective when all parties have signed it. The date of this contract will be the date that this contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). The initial term of this agreement shall be from 6/1/2025 to 12/31/2026. This contract may be extended to four (4) optional additional one-year terms, commencing on Jan 1 and ending on December 31 of each four subsequent calendar years. The Agreement will be automatically renewed year after year unless a party provides 90 days' notice prior to the expiration date of the current term of that party's intent not to renew the Agreement.

- 5) **Termination of the Agreement.** This Agreement may be terminated under the following conditions:

- a) **Termination at Expiration of Term.** This Agreement shall terminate on January 1, 2027 if the parties agree to not extend this contract for which provisions and terms are established in the section above.
- b) **Termination for Cause** County may terminate this Agreement on 30 days' written notice if Contractor materially breaches any obligation and fails to cure such breach within said 30 days.

County may terminate immediately if Contractor: (a) loses required licensure or insurance, (b) engages in gross negligence or willful misconduct that endangers inmate health or safety, (c) commits fraud, or (d) is debarred or suspended by any governmental entity.

- 6) **Compensation.** The County shall pay the Contractor a yearly sum as follows:

Year One:	\$141,637
Year Two:	\$91,244
Year Three:	\$93,069
Year Four:	\$94,930
Year Five:	\$96,829

If this contract is terminated early, the County shall pay the Contractor for those services performed under this contract through the date of cancellation. The Contractor shall provide the County with a monthly invoice. The County shall mail its payment to the Contractor within 30 days after receiving an invoice from the Contractor for services provided. The Contractor shall disclose its tax identification number to the County for payment purposes. The Contractor shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Contractor under this contract. The Contractor shall pay any and all employees, consultants, subcontractors, material providers, jobbers, or any other individual or entity providing materials, personnel, work, equipment, utilities or otherwise to, or on behalf of, the Contractor relating to this contract.

- 7) **Contractor Skill and Care of the Contractor.** The Contractor shall perform the services identified in this contract consistent with the professional skill and care ordinarily provided by other contractors:
- a) With the same or similar contractor license;
 - b) Providing the same or similar contractor service:
 - i) In the same or similar locality;
 - ii) At the same or similar time; and
 - iii) Under the same or similar circumstances.

- 8) **Insurance.** The Contractor shall maintain the following types of insurance:

- a) A valid malpractice liability insurance policy with minimum limits as follows
 - i) Per occurrence - \$1,000,000.00; and
 - ii) Aggregate - \$2,000,000.00;
 - b) A valid commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows
 - i) Each occurrence - \$1,000,000.00;
 - ii) Damage to Rented Premises - \$100,000.00;
 - iii) Medical Exp. (Any one person) - \$5,000.00;
 - iv) Personal and Adv. Injury - \$1,000,000.00;
 - v) General aggregate - \$2,000,000.00; and
 - vi) Products – Comp/Op aggregate - \$2,000,000.00;
 - c) Weber County shall be named as an additional insured on the policies and insurers shall provide the County with 30 days' written notice prior to cancellation, non-renewal, or material modification.
 - d) Contractor shall maintain coverage for at least 3 years after termination.
- 9) **Indemnification.** The Contractor indemnifies and holds harmless the County, the Weber County Sheriff's Office, and their respective commissioners, officers, employees, volunteers, and agents, from and against any claims, losses, damages, costs, expenses, or liabilities arising out of or resulting, in whole or in part, to:
- a) Any breach by the Contractor of this Agreement;
 - b) Any claim by any third party relating to services provided by the Contractor hereunder; or
 - c) Any negligent act, error, malpractice, willful misconduct, or omissions of the Contractor its employees, agents, or subcontractors.
- Contractor's obligations under this Section shall survive termination or expiration of this Agreement.
- 10) **Security.** All of Contractor's personnel entering the Facility shall comply with Sheriff's Office security rules, contraband policies, and background-check procedures as may be amended from time to time.
- 11) **HIPAA.** Contractor shall treat all inmate protected health information as confidential in accordance with HIPAA.
- 12) **OSHA & Infection Control.** Contractor shall implement written sterilization, sharps handling, PPE, and hazard-communication protocols that satisfy OSHA standards and CDC guidelines. Records of spore testing and sterilizer maintenance shall be available for County inspection upon request.
- 13) **Records Ownership.** All dental charts, radiographs, EMR entries, and related documents generated under this Agreement ("Dental Records") are and shall remain the property of County. Contractor may retain copies as required for defense of claims, subject to confidentiality laws.
- 14) **Transition.** Upon expiration or termination of this Agreement, Contractor shall: (a) provide County and any successor contractor with a current treatment waiting list, summary of ongoing cases, and inventory of supplies; (b) orient successor personnel on Facility protocols at no additional charge; and (c) surrender all Dental Records to County in organized, legible form within 15 days.
- 15) **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

The County

The Contractor

Weber County Sheriff's Office
1400 Depot Dr
Ogden, UT 84404

Garrett Dental Services, PLLC
1859 E Whitetail Way
Layton, UT 84040

- 16) **Independent Contractor.** The Contractor shall perform this contract as an independent contractor. The Contractor acknowledges that it and its representatives are not employees of the County.
- 17) **Conflict of Terms.** In the event of a conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 18) **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- a) Any discretion granted under this contract;
 - b) Any right to satisfy a condition under this contract;
 - c) Any remedy under this contract;
 - d) Any obligation imposed under this contract;
 - e) Any purported transfer in violation of this section will be void.
- 19) **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 20) **Entire Contract; Amendment.** This contract constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 21) **Governing Law; Exclusive Jurisdiction.** Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Weber County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.
- 22) **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- a) With respect to any provision that the court holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - b) If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 23) **Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

GARRETT DENTAL SERVICES:

Isaac Garrett
ISAAC GARRETT, Owner

5/12/2025
DATE:

WEBER COUNTY:

Commission Chair

Date