

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

This Addendum is made on this ____ day of _____, 2023, by and between VitalCore Health Strategies, LLC, ("Contractor") and Weber County, Utah, through its Board of Commissioners, and pertains to the addition of Inmate Mental Health Care Services for the Weber County Correctional Facility ("County"). This Addendum is intended to supplement the Agreement Between Weber County, Utah and VitalCore Health Strategies, LLC for Inmate Health Care Services ("Agreement"), which was executed on March 6, 2020, and the subsequent Amendment to Agreement Between Weber County, Utah and VitalCore Health Strategies, LLC for Inmate Health Care Services (Amendment"), which was executed on March 19, 2021.

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

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

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

Recitals

WHEREAS, On March 6, 2020, the County and the Contractor entered into an Agreement under which the Contractor agreed to provide inmate medical services; and

WHEREAS, On March 19, 2021, the County and the Contractor executed an Amendment to the Agreement; and

WHEREAS, the County and the Contractor desire to amend the Agreement and Amendment through this Addendum to add mental health care services as a part of the services Contractor shall provide to County.

THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Addendum, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to supplement the Agreement and Amendment as follows:

1. The parties agree that the foregoing recitals are true, correct, and material to this Addendum.
2. The parties agree that Contractor shall provide mental health care services pursuant to the terms and conditions of the Final Combined Submission – Weber County Mental

Health - Cost Proposal, with the Staffing Plan and Annual Allocation at the 751 to 1,200 ADP level, which is attached hereto as Exhibit A.

In the event that any conflict between the provisions of this Addendum, the RFP, the Agreement, its Amendment, or the Contractor's Proposal arises, the provisions of this Addendum shall prevail over conflicting provisions of the RFP, the Agreement, its Amendment, 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 Addendum shall be for a fifteen (15) month period and shall begin on January 1, 2024, and shall terminate April 1, 2025. A party desiring to renew the agreement shall provide written notice thereof to the other party no later than 90 days prior to the end of the original term, and likewise as to any succeeding renewal term.

The Addendum may be terminated for convenience at any time during its term or any renewal thereof, by providing sixty (60) days written notice to the other party prior to the proposed date of termination.

PAYMENT

For the term of this Addendum, County shall pay the Contractor at the rate of \$42,320.36 per month (\$507,844.35 divided by 12 months). Exhibit A provides a Cost Allocation for Year One, and a breakdown of these costs. Contractor shall extend Year One monthly pricing for fifteen (15) consecutive months, with the expectation that upon the development of a new health care contract that will begin on April 2, 2025, pricing for subsequent years for the mental health care program will be included in the pricing for the term of the new contract for inmate healthcare services, and therefore there will no longer be two separate contracts.

PROPERTY DISPOSITION UPON TERMINATION

Upon termination of this Addendum, Contractor shall be allowed to remove its property from the facility, including 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.

DEFENSE and INDEMNIFICATION

Contractor shall, at its own expense, indemnify and save harmless County, its elected and appointed officers, employees, servants, and agents, from any and all liability resulting from the acts or omissions of Contractor, its employees or agents, that may arise out of Contractor's performance or non-performance of this Agreement. Contractor's responsibilities to the County as set forth in this section shall not be mitigated by any insurance coverage obtained by

Contractor.

County shall, at its own expense, indemnify and save harmless Contractor, its officers, employees, servants, and agents, from any and all liability resulting from the gross 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 mitigated by any insurance coverage 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

The Contractor warrants that all medical professionals used in this Addendum 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 \$1 million per incident and \$3 million in an annual aggregate.

COUNTY'S DUTIES AND OBLIGATIONS TO CONTRACTOR

A. COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County and its employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"), the HI TECH Act and any State health information privacy laws, to the extent they are applicable. The 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 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, the County shall make every effort to have such inmate/detainee released, transferred, or otherwise removed from the correctional setting.

C. RECORD ACCESS. During the term of this Addendum, and for a reasonable time following the termination of this Addendum, the County shall provide Contractor, at Contractor's request, the

County and/or detention facility's records (including medical records) relating to the provision of mental health care services to the inmate population, including records maintained by hospitals, and other outside health care 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 that the County considers confidential 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 mental health care services to the facility population, provided however, that inmates/detainees may be used in positions not involving the rendering of mental 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 the 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 the County's staff, consistent with a correctional setting. The County shall provide security sufficient to enable Contractor, its health care staff, employees, agents and/or subcontractors to safely provide the mental health care services described in this Addendum. Contractor, its mental 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 Addendum 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 mental health care staff, employees, agents and/or subcontractors' failure to provide medical services due to insufficient security services.

F. POLICIES AND PROCEDURES. Contractor, its mental 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 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 mental 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 and Procedures specifically relate to the delivery of mental health care 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 Mental 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 or subcontractors if such loss or damage was caused by the sole negligence of the County's employees.

H. SECURE TRANSPORTATION. The 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, and other 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. It is understood that the County shall provide for all the 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 mental health care services to the inmate population, the 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 Addendum.

GOVERNING LAW

This Addendum 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 Addendum 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 Addendum. Nothing in this Addendum 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 or subcontractors, perform hereunder, or Contractor to

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

SUBCONTRACTING

In performing its obligations under this Addendum, it is understood that Contractor is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, psychiatry, psychology, or other professional mental 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 Addendum. 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 Addendum. Contract Professionals shall provide clinical services under this Addendum 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 program supplies and other services or supplies which it is required to provide under this Addendum.

AGENCY

For purposes of asserting any statutory rights afforded to the County or the facility to pay providers for mental health care services at certain reduced rates, County designates Contractor as their agent to assert such rights and privileges.

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 Addendum 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

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

FORCE MAJEURE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments, or because of riot, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, Acts of God, or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

ASSIGNMENT

Except as otherwise provided herein. no party to this Addendum may assign any of its rights or delegate any of its duties under this Addendum 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 Addendum 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:

Viola Riffin, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren, Suite 100
Topeka, Kansas 66603
VCHSAdmin@VitalCoreHS.com
FAX: (785) 408-5617

If for COUNTY:

Phillip Reese,
Weber County Jail
721 West 12th Street
Ogden, Utah
preese@co.weber.ut.us

An electronic mail address may be used if desired on the condition that the sender requests a delivery and a read receipt from the recipient. If no read receipt is received by the sender within two working days, the sender shall send again according to one of the three methods stated above. Such address may be changed from time to time by either party by providing written notice as designated above.

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 Addendum on behalf of such party, and 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.

SURVIVAL

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

COUNTERPARTS

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

HEADINGS

The headings of the sections of this Addendum are inserted merely for the purpose of convenience and do not limit, define, or extend the specific terms of the section so designated.

SEVERABILITY

In the event that any one or more provisions of this Addendum 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 Addendum and this Addendum shall be construed and enforced as if such invalid, illegal, or unenforceable provision, had never been contained herein.

ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION

This Addendum and the other contract documents set forth above, constitute the entire agreement of 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 Addendum, including any exhibits, sets forth the entire modification to the Agreement and Amendment with respect to the products and services

provided under this Addendum, unless the Addendum is otherwise amended or modified as set forth in the Addendum, and supersedes all prior proposals, contracts, and communications, both written and oral. This Addendum is incorporated by reference into the Agreement, and Amendment, as if fully set forth therein. Except as provided herein, all other terms and conditions of the Agreement, and Amendment, shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Addendum and the Agreement, and Amendment, this Addendum shall govern and control. This Addendum may be amended or modified at any time, but only with the written consent of all parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Addendum 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:

SIGNATURES

COUNTY OF WEBER:

By: _____
Chairperson
Board of Commissioners
Date _____

Attested by: _____
_____, County Clerk
Date _____

VITAL CORE HEALTH STRATEGIES, LLC

By: Viola Riffin
Viola Riffin
Chief Executive Officer
Date 12/1/2023