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Tooele County Council Agenda Item Summary

Ratification

Department Making Request:

Sheriff's Office

Meeting Date:

Item Title:

Contract with Valley Behavioral for Therapist to conduct individual and group therapy as needed.

Summary:

This is an agreement with Valley Behavioral Health for a therapist to conduct individual and group therapy. The state pays extra for state inmates that are provided the therapy.

The amount of therapy is hard to predict, but we plan to fund it within the current budget. In the contract it says \$40.00 per hour with a maximum of 8 h hours per week. This contract will be ongoing.

Send copies to the following when approved:

Valley Behavioral

Sheriff

Clerk

Tooele County-Valley Behavioral Health Agreement for Services

THIS CONTRACT, is made and entered into as of the 1st day of January, 2022, by and between Tooele County, a Utah local government, 47 South Main Street, Tooele, UT 84074, hereinafter called "County" and, Valley Behavioral Health, Inc., a Utah non-profit corporation, 100 S 1000 W, Tooele, UT 84074, hereinafter called "Contractor."

RECITALS

WHEREAS, the County runs a correctional facility known as the Tooele County Jail located at 1960 S Main St, Tooele, UT 84074, hereinafter called "Jail."

WHEREAS, the Contractor is a mental health provider within the State of Utah.

WHEREAS, the County desires for Contractor to provide individual and group therapy at the Jail.

WHEREAS, the parties hereto are desirous to further define their relationship in this agreement;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Contractor Obligations.** Contractor agrees to:

- a. Provide Individual and Group Therapy at the Jail at the rate of \$40.00 per hour with a maximum of 8 hours per week.
- b. Not to assign any provision of this Contract to a subcontractor (with the exception that the services performed by Contractor may be performed by Contractor's own employees and/or Contractor's mental and behavioral independent contractor staff members, who are professional healthcare providers who provide services through Contractor).
- c. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To submit an itemized billing statement along with documentation in a timely manner, within 90 days.

- f. Obtain releases of information for treatment and testimony, when required for safety and permanency.
- g. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- h. To safeguard information and confidentiality of information discussed during consultation.
- i. To inform County of any ethical violation which may become known to the Contractor during consultation that would compromise client treatment.
- j. To provide access for any duly authorized representative of the County until the expiration of five (5) years after the final payment under this Contract, involving transactions related to this Contract.
- k. Indemnify County from the action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and defense of any such claims or actions.

3. County Obligations. The County agrees to:

- a. Monitor the provision of contracted service.
- b. Pay Contractor after receipt of billing statements for services rendered in accordance with this Contract.

4. Term. This Contract will be effective from January 1, 2022, until contract is terminated by either party.

5. Payment. The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof.

6. Termination. Either party may terminate this Contract by thirty (30) days prior notification in writing.

7. Notices. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage pre-paid, to the parties as follows:

County:
Tooele County
47 South Main Street-Room #300
Tooele, UT 84074
Attn: County Manager

Contractor:
Valley Behavioral Health, Inc.
4460 S Highland Dr. Ste 230
Salt Lake City, UT 84124
Attn: Contracts

Notice shall be deemed given, for purposes of this Agreement, upon personal delivery, or when deposited in the U.S. Mail as provided herein. The Parties may change their addresses at any time by notice given as required above.

8. **Default.** In the event either party hereto defaults on any of the covenants and agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

9. **Time.** It is agreed that time is of the essence of this Agreement.

10. **Attorney's Fees and Costs.** If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

11. **Entire Agreement.** This Agreement, with any Exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing, signed by the parties hereto.

12. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. **Third Parties.** There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

14. **Severability.** If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

15. **No Presumption.** Each of the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption, or other rule of construction against the party causing the Agreement to be drafted.

16. **Authority of the Signers.** The persons executing this Agreement on behalf of the County and Contractor respectively, warrant their authority to do so and to bind the County and the Contractor as the case may be.

17. **Headings.** The headings used in this Agreement are for convenience of reference only and shall not affect the construction of any portion of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

19. **Amendment.** This Agreement may only be amended or modified in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

James A. Welch
County Manager's Signature

01/11/2022
Date

DocuSigned by:
Deey Brown USW
11E056FF73B04B0...
Contractor's Signature

January 10, 2022
Date

Chief Operating Officer
Contractor's Title

Original to Contractor
Copy to Case File

Approved As to Form:

Colin Winchester 01/25/2022
Colin R. Winchester
Deputy County Attorney