

**PROVISION OF MEDICAL SERVICES AT TOOELE COUNTY DETENTION CENTER  
INTERMOUNTAIN HEALTH CORRECTIONS, PLLC**

AGREEMENT dated this 20th day of June, 2023, by and between Tooele County, a political subdivision of the State of Utah ("County"), and Intermountain Health Corrections, PLLC ("Provider").

WHEREAS, County is required to provide medical services to detainees at the Tooele County Detention Center; and

WHEREAS, Provider is qualified to provide such services; and

WHEREAS, County desires to contract with Provider to provide such services;

THEREFORE, the parties mutually agree as follows:

1. Term. This Agreement begins on June 1, 2023, and ends on May 31, 2024. Unless this Agreement is terminated by either party during May 2024, it shall continue for one additional year through May 31, 2025.

2. Scope of Agreement.

This Agreement applies to medical services and procedures that are necessary to ensure required or appropriate levels of health care for detainees in a detention center setting. It is expected that conservative management will be the first line of care. Urgent procedures will be handled on a case by case basis.

3. Provider's Obligations.

Provider shall work within the bounds of federal and state laws and shall provide medical services within the standards of care set by the National Commission on Correctional Health Care ("NCCHC") and Utah Medicaid guidelines.

Gynecological care may be provided at Provider's discretion. Obstetrical cases will be referred to an OB/GYN specialist.

Provider shall not provide elective care without prior County authorization. Provider must explain the need for such care but is not required to share medically sensitive information about the patient in accordance with HIPPA.

Provider must seek prior approval from County for all medical imaging or procedures or consultations that are expected to exceed \$750. Provider must explain the need for such care but is not required to share medically sensitive information about the patient in accordance with HIPPA.

Provider will prescribe medications from a formulary determined by Provider.

Provider shall provide sick call weekly on Thursdays. Sick call may be delayed up to seven days during winter months if road conditions are determined to have travel warnings or advisories. Provider will make reasonable efforts to cover sick call via telemedicine or other communication methods during hazardous winter conditions. Provider shall employ or contract with, insure, and compensate a physician assistant to cover 50% of sick call visits and a physician to cover 50% of sick call visits -- Provider will contract with Matt Brown MD and Mitchell Pratte DO for 26 weeks and Joseph Coombs PA for 26 weeks of service.

Provider shall provide training, instruction, support, and a supervisory role of nursing staff on how to appropriately triage, sick call, medical protocols, and health care complaints/ grievances.

Provider shall provide training as needed to nursing staff, on sick call days, to maintain quality of care.

Provider retains the right to refuse housing to any inmate deemed not suitable for detention center placement based on medical needs or demands.

Provider shall triage, with the aid of nursing staff, health care requests via phone on an as needed basis.

Provider shall provide telephone on call service for consultation to triage detainees for appropriate medical care.

Provider shall work with County's supervisory staff to approve medications and improve medical standards at the detention center.

Provider shall advise County of all potential medical hazards as they are noticed.

Provider shall be solely responsible for paying physician assistants and subcontractors.

Provider shall invoice County monthly for services rendered.

4. County's Obligations.

County shall pay Provider \$6,000 per month for the first year of this Agreement. If this Agreement is extended for a second year, the amount shall increase to \$6,120 per month for the second year.

County shall provide a female chaperone to be present during all female patient encounters.

County shall employ three registered nurses to assist with sick call and coordinate sick call requests, billing, pharmacy management, medication dispensing and record keeping.

County will provide a workspace and medical hardware, software, electronic medical records that are appropriate for a clinical setting.

County shall purchase all pharmacy and medical supplies used by Provider during sick call.

County staff shall obtain, stock, secure, dispense, and pay for all medications ordered by Provider.

County shall obtain a category 2 pharmacy license to keep stock medications onsite for urgent dispensing of medications.

County staff shall participate in quarterly trainings and audits conducted by Diamond Pharmacy to ensure the pharmacy is within state guidelines.

5. Licensure, Certification, Insurance, and Indemnification. Provider's practitioners must maintain a valid State of Utah medical license and DEA category 2 license, shall act in accordance with Police Officer Standards Training while in the detention center. County shall indemnify Provider and all medical providers named in this Agreement for all actions taken while working in the detention center, so long as their actions are legal and lawful. Indemnification shall include legal representation and costs.

6. Records. Medical records shall be maintained on an electric charting system. Where appropriate, dictation and handwritten notes shall be scanned into the electronic chart. All medications will be ordered from Diamond Pharmacy through the Sapphire EMR ordering system. Medication administration and records keeping of this dispensary will be the responsibility of County. County and their staff will be responsible for keeping records safe, secure, and in an orderly fashion and within HIPPA standards.

7. Independent Contractor. Provider and practitioners are independent contractors and are not employees or agents of County. Provider, and not County, shall be responsible for income tax withholding and workers' compensation premiums.

8. Forensic Services. Upon request from County or its insurer, Provider shall provide expert testimony and evidence in medical-related investigations, claims or litigation. County shall pay Provider \$450 per hour plus expenses for forensic services. Provider shall not testify or otherwise act as an expert witness for any plaintiff seeking action against County.

9. Notice. Any notice required to be given under this Agreement shall be deemed properly given at the same time it is emailed to:

Tooele County Detention Center:  
c/o Sheriff Paul Wimmer  
paul.wimmer@tooeleco.org

Intermountain Health Corrections, PLLC:  
c/o Mark Walker  
utjailmed@gmail.com

10. Governing Law and Immunity. This Agreement shall be governed, interpreted and enforced according to the laws of the State of Utah. County does not waive governmental immunity by entering into this Agreement and specifically retains all available immunity and all defenses.

11. Employee Staffing. Provider shall be solely responsible for recruiting, hiring and firing of employees and subcontractors. Any requests or concerns of County regarding subcontractors or employees shall be directed to Mark Walker. Matt Brown MD and/or Mitchell Pratte DO will act as the Medical Director(s) for the detention center. Physician Assistant Joseph Coombs will act as the secondary provider for the detention facility.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subject(s) of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this Agreement.

13. Modification. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

14. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

15. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

17. Cost of Default. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

18. Non-Appropriation. If the term of this Agreement extends beyond the current fiscal year, continuation of this Agreement is contingent on the appropriation and availability of funds, as determined in good faith by the Tooele County Council. If funds are not appropriated or available, this Agreement shall terminate at the end of the last funded fiscal year, and the parties shall be relieved of all further obligations.

19. Anti-Boycott Certification. Contractor is not currently engaged in a boycott of the State of Israel and will not engage in a boycott of the State of Israel for the duration of this Agreement. Contractor is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (b) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (c) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (d) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Contractor shall notify County in writing if Contractor begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

TOOELE COUNTY:

INTERMOUNTAIN HEALTH CORRECTIONS, PLLC

  
James A. Welch  
Tooele County Manager

  
Mark Walker  
Title: Chief Executive Officer

APPROVED AS TO FORM:

 06/19/2023  
Colin Winchester  
Deputy County Attorney