



UTAH DEPARTMENT OF CORRECTIONS

INTERGOVERNMENTAL COUNTY JAIL AGREEMENT NUMBER 242616

- 1. **CONTRACTING PARTIES:** This agreement is made and entered into pursuant to Title 64, Chapter 13e, Utah Code Annotated 1953 as amended, by and between the Utah Department of Corrections (hereafter, "UDC"), 14717 S. Minuteman Drive, Draper, Utah 84020, and:

NAME:	SHERIFF PAUL WIMMER	LEGAL STATUS OF CONTRACTOR
ADDRESS:	1960 South Main Tooele, UT 84074	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> For-Profit Corporation <input checked="" type="checkbox"/> Government Agency
TELEPHONE:	435-882-5600	

Hereafter referred to as "COUNTY" or "CONTRACTOR" both being public agencies in the State of Utah.

UDC ACCOUNTING INFORMATION

Fund	Dept	Unit	Approp	Object	Vendor Number	Commodity Code
1000	410	6022	MFA	7115, 6137, 6244	22722C	96120

- 2. GENERAL PURPOSE OF AGREEMENT: To provide for the incarceration of offenders specified by, and under the jurisdiction of UDC at the TOOELE County Jail.
- 3. PROCUREMENT: This contract is entered into as an intergovernmental agreement.
- 4. CONTRACT PERIOD: Effective Date July 1, 2024. Termination Date June 30, 2029, unless terminated early and in accordance with conditions of this contract.
- 5. CONTRACT COSTS: COUNTY may be paid a maximum of FIFTEEN MILLION, TWO HUNDRED NINE THOUSAND, THREE HUNDRED FORTY-NINE DOLLARS (\$15,209,349.00) for costs authorized by this contract. The COUNTY is not guaranteed the maximum amount over the term of this fee for service contract.
- 6. ATTACHMENT A: State of Utah Terms and Conditions – Government Entity
ATTACHMENT B: Utah Department of Corrections Standard Terms and Conditions
ATTACHMENT C: Scope of Work
ATTACHMENT D: Utah Correctional Standards Contract Monitor Process
EXHIBIT 1 TO ATTACHMENT C: Electronic Fund Transfer
Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.
- 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules.

UDC CONTRACT SIGNATURE PAGE

INTERGOVERNMENTAL COUNTY JAIL AGREEMENT NUMBER _____

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

CONTRACTOR

UTAH DEPARTMENT OF CORRECTIONS

Paul J. Wimmer 6/19/2024
Contractor's Signature / Date

BR
Brian Redd (Jun 26, 2024 15:31 MDT)
Brian Redd, Executive Director / Date
Utah Department of Corrections

Paul J. Wimmer Sheriff
Type or Print Name / Title

UTAH STATE APPROVING AUTHORITY

**RECEIVED AND PROCESSED
BY DIVISION OF FINANCE 6/27/24**
Utah Division of Finance / Date

UDC Originating Division: Inmate Placement Program

Contract Description: To provide for the incarceration of offenders specified by, and under the jurisdiction of UDC at the Tooele County Jail.

UDC Point of Contact: Travis Knorr, Director, Inmate Placement
Telephone (801) 656-8584, Fax (801) 523-7532, tknorr@utah.gov address

(Revision 05/2016)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS

1. **CONTRACT FORMATION:** No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services and the State of Utah's Division of Purchasing.
2. **CONTRACTOR ACCESS TO UDC FACILITIES:** UDC shall have the right to deny CONTRACTOR'S agents and employees--or the agents and employees of its SUBCONTRACTORS (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC's legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on UDC property.
3. **CRIMINAL CONVICTION INFORMATION:** Upon written request by UDC, CONTRACTOR shall provide (at CONTRACTOR'S expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its SUBCONTRACTORS (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check (at UDC expense) on such personnel by UDC.
4. **FORMER FELONS / MISDEMEANANTS:** CONTRACTOR, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its SUBCONTRACTORS (if any)--who have been convicted of a felony or two (2) or more misdemeanors to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred. Any requests for exceptions shall be submitted--in writing through the appropriate chain of command--to the Division Director, who shall make the final decision.
5. **OCCUPATIONAL SAFETY AND HEALTH:** (This clause will be considered a part of this contract only if required by law, rule, or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR'S employees who provide services to UDC pursuant to this contract.
6. **CONTRACTOR TRAINING:** All CONTRACTOR'S officers, employees, subcontractors, agents, or volunteers, providing services pertaining directly to this contract, shall successfully complete orientation or a training session offered by UDC prior to contract implementation, if applicable.
7. **CUSTODIAL SEXUAL MISCONDUCT:** Utah Statute 76-5-412 prohibits sexual contact to a person in custody by an employee, private provider, or CONTRACTOR for the Utah Department of Corrections. A violation of this statute could result in a felony or a misdemeanor conviction. Consent of the person in custody is not a defense to any violation or attempted violation of this statute. CONTRACTOR must provide written notice of Utah Code Annotated § 76-5-412 to any employees having contact with offenders pursuant to this contract.

In addition, the Utah Division of Occupational and Professional Licensing (DOPL) is legislatively responsible to investigate complaints regarding the conduct of individuals practicing in regulated occupations and professions. DOPL may be notified of violations of conduct for those UDC CONTRACTORS who are licensed under DOPL. Refer to Title 58 of the Utah Code and Title R156 of the Utah Administrative Code for details.
8. **RESEARCH / EXPERIMENTS:** Any research or experiments including offenders must be approved by the Departmental Review Board. Sociological/psychological research or experiments including offenders under the jurisdiction of UDC requires prior written approval of the Division Director/designee and written, informed, and voluntary consent from each offender included.
9. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

----- END OF ATTACHMENT B -----

ATTACHMENT C
ADDITIONAL CONTRACT-SPECIFIC TERMS

Terms shall be subject to contract review annually, at a minimum. Notifications of compliant and non-compliant deficiencies shall be as outlined in Attachment D.

1. Basic Custodial Management Costs: COUNTY shall house “state inmates” (as that term is defined by the Utah Code Annotated § 64-13e-102(10)) at COUNTY’s jail, or other correctional facility approved by the IPP Director and/or his or her designee, at the “actual state daily incarceration rate” (as that term is defined by Utah Code Annotated § 64-13e-102(2)), which is established for each fiscal year by the Utah State Legislature in the annual appropriations act. The day that a state inmate is transferred to COUNTY’s jail shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall not be paid for the day that a state inmate is moved from COUNTY’s jail.

IPP shall monitor the fiscal year contract housing funding noted above and when budget allows shall reimburse the COUNTY for state inmates temporarily on outcount status. IPP shall notify the COUNTY when budget constraints do not allow the payment of outcount beds.

For purposes of this contract, the term “state inmate” shall include individuals whose legal status with UDC has changed from Parole to Parole Violation. An individual’s legal status changes from Parole to Parole Violation when the individual: (1) is subject to a warrant issued by the Board of Pardons and Parole; (2) has been booked into COUNTY for an alleged parole violation; (3) has non-expired charges; and (4) has had his or her legal status changed by UDC in O-TRACK to “Parole Violation.” COUNTY is entitled to payment under this contract for this category of state inmate, beginning on the day that the individual’s legal status has changed from Parole to Parole Violation.

In addition, Parolees who are housed for a limited number of days in COUNTY for a treatment program ordered by the Board of Pardons and Parole shall be treated as “state inmates” for purposes of this contract and, to the extent not paid for by another agency pursuant to Utah Code Annotated § 64-13e-104, will be paid for by UDC in the same manner outlined above pursuant to UDC’s authority under Utah Code Annotated § 64-13e-103.

This contract is subject to the State Payment and Reimbursement to County Correctional Facilities Act (the Act), Utah Code Annotated § 64-13e-101 through 105. The Act governs the calculation and payment of amounts due under this contract. To the extent any provision of this contract conflicts with the Act, the Act controls.

2. Payment: COUNTY shall submit a billing statement to UDC by the 10th of each month for services provided under this contract during the previous month. The bill shall be itemized to include the number of days state inmates were housed in COUNTY’s jail during the month, and medical/dental costs, and other authorized expenses incurred by COUNTY for state inmates as well as identifying the inmate by name and UDC Offender Number. The bill shall be sent to the IPP Director at 14717 S. Minuteman Drive Draper, Utah 84020.

UDC shall pay, or cause to be paid, all bills in accordance with the Utah Prompt Payment Act, Utah Code Annotated §15-6-1 et seq.

3. Number of State Inmates: An annual average of 100 state inmates may be housed in COUNTY's jail at any given time, subject to COUNTY's need to use such space for county inmates. UDC may, at its discretion, unilaterally decrease the number of state inmates housed in COUNTY's jail at a given time. Annually between May 1st and June 1st available beds for contract housing of state inmates at COUNTY'S jail shall be reported to the IPP Deputy Warden.

COUNTY shall provide written notification to the IPP Director of a temporary reduction in beds available. COUNTY shall also provide written notification to the IPP Director when COUNTY is ready to remove the temporary reduction in beds.

4. UDC Point of Contact: The IPP Director/Designee shall be COUNTY's primary point of contact with UDC.

5. Emergency Notifications: In the event of an escape of a state inmate from COUNTY's jail, COUNTY shall provide immediate notification upon learning of the escape to Control One at the Utah State Correctional Facility. Control One can be reached at (801) 522-7863. COUNTY shall also make reasonable efforts to contact the IPP DW/Designee.

COUNTY shall notify Control One as soon as reasonably possible of any state inmate deaths, emergency medical incidents, suicidal ideations, or violent incidents involving state inmates. COUNTY shall also notify Control One as soon as reasonably possible of any events involving non-state inmates affecting safety and security of COUNTY's jail.

COUNTY shall have full authority over state inmates in COUNTY's jail in the event of exigent circumstances involving civil or natural disasters, including, but not limited to unexpected loss of facility utility services for a period of time longer than one hour such as power outage, water shutoff, as well as floods, earthquakes, weather related emergencies, etc. COUNTY shall notify Control One of any such emergency as soon as reasonably possible.

6. UDC Access: UDC representatives shall have access to COUNTY's jail and any state inmates housed therein 24 hours a day, seven (7) days per week, to include both announced and unannounced visits. COUNTY shall allow UDC representatives to review or inspect COUNTY's jail at any time, with or without notice. UDC inspections may occur any time, but it is understood and agreed by each party that UDC does not thereby become responsible for any failure on the part of COUNTY to maintain appropriate standards, it being the intent of this contract that COUNTY retain full responsibility for meeting such standards. Inspections will ensure that standards of care and discipline are carried out in accordance with the terms of this contract and the Utah Correctional Standards, which were developed by UDC in partnership with the Utah Sheriff's Association.

COUNTY acknowledges IPP assists in inmate management. Space and/or accommodation in order to complete such tasks will be provided to IPP by COUNTY at its facilities.

7. Utah Correctional Standards: COUNTY shall comply with the Utah Correctional Standards, which are incorporated herein and published on the UDC website.

COUNTY shall be given 30 days' notice prior to the effective date of implementation of any revisions or additions to the Utah Correctional Standards.

At UDC's discretion, COUNTY may be required to upload to the Utah Correctional Standards monitoring software/system documentation to show compliance with individual Utah Correctional Standards. Open records requests received by UDC for jail records uploaded in the Utah Correctional Standards monitoring software/system will be denied pursuant to the Utah Government Records Access and Management Act, 63 G-2-101, et seq. (GRAMA), and the requestor will be informed the records need to be requested from the COUNTY.

8. Staffing: Without exception only officers who are certified as correctional officers by Peace Officer Standards and Training (hereinafter "P.O.S.T.") shall provide supervision of state inmates at COUNTY's jail. COUNTY shall provide an adequate number of P.O.S.T. certified correctional officers to provide security for state inmates and to meet the Utah Correctional Standards.

9. Custodial Management: The day-to-day custodial management of state inmates shall be within the discretion of COUNTY's Sheriff, and state inmates shall be subject to COUNTY's operational policies and procedures.

10. Investigations: UDC investigators shall be made available to assist COUNTY with investigations involving state inmates housed in COUNTY's jail. COUNTY may perform investigations of state inmates in COUNTY's jail as deemed necessary by COUNTY's Sheriff and the IPP Director or his or her designee. At the conclusion of any investigation involving a state inmate performed by COUNTY personnel, COUNTY shall forward a copy of the final investigative report or similar documentation to the IPP Director within five (5) working days of the completion of the final report.

11. Selection and Return of Inmates: The IPP Director shall be initially responsible for designating which state inmates shall be housed in COUNTY's jail; nevertheless, COUNTY's Sheriff or his or her designee shall have limited authority to exclude any state inmate from COUNTY's jail. This power of exclusion includes incoming state inmates as well as state inmates already housed at COUNTY's jail. Whenever a state inmate is removed from COUNTY's jail at COUNTY's request, COUNTY shall provide the IPP Lieutenant or Captain respectively with written documentation/disciplinary stating the reason(s) for requesting the state inmate's removal prior to their removal.

If COUNTY requests the immediate removal of a state inmate from COUNTY's jail, the COUNTY shall provide a verbal explanation of the reason for the request (e.g., safety, misconduct). COUNTY shall thereafter forward written documentation/disciplinary, within seventy-two (72) hours of transport, stating the reason(s) for the state inmate's removal.

12. Inmate Information: UDC shall provide COUNTY with limited access to the O-TRACK computer database. UDC shall provide O-TRACK individual logins for data entry purposes for COUNTY staff approved by UDC. O-TRACK contains information that is classified as PRIVATE, PROTECTED and/or CONTROLLED pursuant to the Government Records Access and Management Act, Utah Code Annotated § 63 G-2-101, et seq. COUNTY is subject to the same restrictions on disclosure of these records as UDC. Failure to comply with these restrictions may be a violation of criminal law, pursuant to Utah Code Annotated § 63 G-2-801. COUNTY shall ensure that access to O-TRACK and its information is limited to trained and authorized personnel.

COUNTY shall ensure IPP is notified of staff assignment changes when the change in assignment affects O-TRACK access.

13. Inmate Classification: State inmates shall be housed at the COUNTY's jail in accordance with their respective classification level of custody, as governed by the most current version of UDC's Inmate Classification Policy. Classification level for state inmates will be assigned by UDC and will only be changed by UDC. The behavioral categories portion of UDC's Classification policy shall not be used in the housing of state inmates in the jail. Housing for state inmates may be more restrictive with written justification. Housing for state inmates shall never be less restrictive than the inmate's classification level. All male and female inmates shall be kept apart and housed separately.

14. Inmate Transportation: UDC shall generally be responsible for transporting state inmates to and from the COUNTY's jail at UDC's expense. UDC shall be allowed a minimum of three (3) working days to make transportation arrangements for state inmates. In the event that COUNTY provides transportation services for state inmates, COUNTY is required to have two certified officers complete the transport.

COUNTY shall contact Control One at (801) 522-7863 when COUNTY transports a state inmate off facility property for any reason, with the exception of the transport of IPP approved work crews.

COUNTY shall contact Control One again upon return to the facility. When the state inmate is off property longer than 24 hours COUNTY shall contact Control One once every 24 hour period with location and status update.

COUNTY shall be reimbursed upon submission of costs on the next monthly billing statement submitted to the IPP Director, for transport officers' costs and will be reimbursed per trip for such transportation at the then prevailing rate for state employees using their privately-owned vehicles on state business.

Admissions of state inmates to COUNTY's jail will be allowed Monday through Friday from 0600 to 2000 hours. Exceptions may be arranged by mutual agreement of both UDC and COUNTY.

15. Holding Cells: COUNTY shall not house state inmates in holding cells. When COUNTY uses a holding cell to temporarily hold a state inmate, the inmate shall be held in the holding cell for not more than eight (8) consecutive hours.

16. Medical Assistance: COUNTY shall provide state inmates housed in COUNTY's jail with adequate medical care, including optical and dental services, in compliance with applicable State and Federal law; all resulting expenses shall be recorded using Current Procedural Technology (CPT) and paid by COUNTY to assure the billing is paid under the requirements set by the Legislature. Department of Health and Human Services, Correctional Health Services (CHS), will reimburse COUNTY for CHS approved medical care expenses paid for state inmates unless the need for such medical care was caused by conditions at COUNTY'S jail. If payment of any billing becomes a hardship for COUNTY, COUNTY may make a written request to the CHS Medical Director for payment to be made directly to the provider.

To be reimbursed for such medical care expenses paid for state inmates, COUNTY shall bill CHS in accordance with Paragraph 2 of this Attachment C. Bills submitted by COUNTY for reimbursement of medical expenses paid for state inmates shall include the billing statement received by COUNTY from the medical care provider and verification of payment of this expense by COUNTY. Requests for reimbursement for medical services rendered to state inmates on or before June 30th of the current given fiscal year should be billed to CHS on or before July 15th of the following fiscal year. If COUNTY is unable to provide the proper documentation for a request

for reimbursement by July 15th the COUNTY shall provide a reliable estimate.

COUNTY must obtain approval for all medical/mental health/dental procedures performed on state inmates housed at COUNTY's jail in advance from the CHS Medical Director or his or her designee, who can be reached by calling (801) 522-7117.

Notwithstanding Paragraph 14 COUNTY shall provide any required transportation and security for state inmates being treated at local medical facilities. COUNTY is required to have two certified officers complete the transport and provide security. COUNTY shall be reimbursed for the costs of this required transportation upon submission of those costs on the next monthly billing statement submitted to the IPP Director in accordance with Paragraph 2 of this Attachment C and will be reimbursed for such transportation at the then-prevailing rate for state employees using their privately-owned vehicles on state business. COUNTY may request to be reimbursed for providing security for state inmates being treated at local medical/dental facilities.

Notwithstanding the foregoing, emergency treatment shall be provided by COUNTY without the need to obtain prior consent from CHS. COUNTY shall notify Control One at (801) 522-7863 of any state inmate emergency medical incidents as soon as reasonably possible.

Emergency situations where a state inmate must be transported farther than the local hospital COUNTY shall provide security until IPP DW/Director is able to coordinate with COUNTY and provide alternative security if COUNTY is unable to provide two deputies 24 hours a day.

Custody of the state inmate is determined by who provides security unless security is provided by both COUNTY and IPP/UDC, then custody defaults to IPP/UDC.

COUNTY may collect medical co-pays for state inmates seeing COUNTY medical staff as per their policies and procedures, so long as said policy and procedures are consistent with Utah Code Annotated § 64-13-30. The billing and collection of state medical co-pay services provided to state inmates housed at COUNTY's facilities will be maintained and managed by CHS. The COUNTY will not be required to track or collect on state medical co-pay services.

County shall facilitate telehealth appointments for inmates receiving mental health services from a provider employed by CHS. CHS will provide a tablet to County with HIPAA compliant telehealth software pre-installed. County shall maintain accurate property records for each tablet including:

- i. A description of the tablet (manufacturer's model number, brand, etc.).
- ii. The manufacturer's serial number (if any).
- iii. The physical location where the tablet will be securely stored when not in use.
- iv. The name and employee ID number for each employee who is authorized to access the tablet.

County shall not use the tablet for any purpose except as specified in this contract. County shall investigate and document any loss, damage, or theft of the tablet. County shall report loss or theft of any tablet to CHS immediately. County will notify CHS within 72 hours if a tablet needs maintenance or replacement. County shall safeguard access and use of tablets in accordance with state device policies, including but not limited to:

- i. Restrict tablet access to authorized personnel.
- ii. Ensure that authorized personnel use passcode protection on each tablet.
- iii. Store tablets in secure locations accessible only by authorized personnel.
- iv. Ensure adequate safeguards are in place to prevent loss, damage, or theft of the equipment.

County shall escort inmates to a private room and allow the inmate to join a scheduled telehealth appointment.

17. Inmate Property: All state inmate property for state inmates arriving at COUNTY's jail shall be inventoried by the sending facility. All state inmate property for state inmates leaving COUNTY's jail shall be inventoried by COUNTY. State inmates transferring to or from COUNTY's jail shall only possess property that is permitted under the UDC/IPP transportation property matrix. UDC transportation officers shall only transport a state inmate's property that complies with the UDC/IPP transportation property matrix. All other property shall be sent out or disposed of by the state inmate while housed at the sending facility.

COUNTY shall establish a list of acceptable items a state inmate may have in his or her possession while housed at the COUNTY jail, which is consistent with applicable State and Federal law. The list shall be included in the jail's policy and procedures. COUNTY should consider anything not on this list as contraband.

18. Inmate Funds: COUNTY shall ensure that any state inmate funds shall be directly managed by the COUNTY. When a state inmate is transferred or released from COUNTY jail it is the responsibility of COUNTY to forward the state inmate's funds to the state inmate's new location within fourteen (14) days of transfer or release. Electronic transfer of funds shall be set up between COUNTY and UDC. To use electronic transfer of funds COUNTY must contact the UDC Finance Bureau at (801) 545-5541 to set up and finalize. If COUNTY determines electronic transfer of funds is prohibited by COUNTY Treasurer process, then notice shall be submitted in writing, on official letterhead, to the IPP Director stating such. See Exhibit "1" to Attachment C of the Contract for specific terms and conditions relating to electronic transfer of funds.

19. Legal Assistance: COUNTY shall provide adequate and reasonable access to courts and legal counsel in compliance with applicable State and Federal laws.

COUNTY shall make request forms available for state inmates to use in requesting UDC Contract Attorney services and facilitate the request for such services by scanning and emailing or faxing the request to the designated UDC Contract Attorney and IPP contact within 24 hours of receipt. IPP shall keep COUNTY informed on all email addresses and fax numbers for such. COUNTY shall allow the UDC Contract Attorney access to state inmates following COUNTY's policy and procedure for attorney visits. COUNTY shall facilitate confidential phone calls between state inmates and their legal counsel, including the Contract Attorney, when such communications are protected by the attorney-client privilege.

20. Prison Rape Elimination Act: COUNTY shall adopt and implement written policies and procedures in accordance with the Federal Prison Rape Elimination Act (PREA). COUNTY shall post UDC PREA information where it is readily accessible to state inmates. In the event of a PREA incident involving a state inmate, COUNTY shall notify Control One at (801) 522-7863 and email the CR-IPP.gov group within one (1) hour of the COUNTY becoming aware of the incident and notify the IPP Director within 24 hours.

21. Clothing: If COUNTY's jail provides inmate clothing to its inmates, COUNTY shall issue inmate clothing to all state inmates upon arrival at COUNTY's jail. If COUNTY's jail does not provide inmate clothing to its inmates, UDC will issue UDC inmate clothing to state inmates housed at COUNTY's jail. COUNTY and UDC issued clothing shall be clearly marked and readily identifiable as inmate clothing. State inmates shall not be allowed outerwear unless the outerwear is

COUNTY jail or UDC issue and clearly marked and readily identifiable as inmate clothing. No unauthorized civilian clothing shall be worn by state inmates.

22. Haircuts: COUNTY shall provide haircuts for the state inmates housed in COUNTY's jail without UDC reimbursement of costs. COUNTY may collect co-pay from state inmates at a rate of no more than \$2.00 per haircut.

23. Inmate Disciplinary Requirements: COUNTY shall use UDC's disciplinary charge codes for state inmates and document major disciplinary infractions in O-TRACK. COUNTY shall also upload the county incident report in the proper area of the O-TRACK disciplinary screen. UDC shall train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. The COUNTY shall be given fourteen (14) days to serve and enter the initial disciplinary infraction report into O-TRACK. The COUNTY shall be given a total of forty-five (45) days for completion of a disciplinary infraction (i.e., entry of the initial disciplinary infraction, service, hearing, and disposition of the infraction to include final entry of the disposition into O-TRACK.)

If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY is required to provide the facility designated IPP staff member the disciplinary information within 24 hours of the incident for data entry into O-TRACK.

24. Programs/Classes: COUNTY shall be responsible for costs of programming unless an alternative written agreement has been reached with UDC. Programs, which are offered to county inmates, shall also be made available to state inmates housed at the COUNTY's jail. COUNTY shall have written policy and procedure to ensure that programming requirements are met and to ensure equal access for state and county inmates.

For the purpose of this contract Programs shall be considered any UDC approved paid program which shall be reimbursed in accordance with Utah Code Annotated § 64-13e-103. All others shall be considered classes. Enrollment and transitions for COUNTY's programs shall be processed as instructed by IPP. Prior to and in order for monthly billings to be processed for payment all required program enrollment and transition paperwork shall be processed as instructed by the 10th of each month. The day the state inmate is enrolled in the program shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall be paid for the last day of participation in the program unless the state inmate is moved from COUNTY's jail on their last day of the program.

Classes, approved by UDC, offered at COUNTY's jail shall be entered into O-TRACK. COUNTY shall provide a schedule for UDC approved HB157 classes, which IPP shall enter in O-TRACK. COUNTY shall enter attendance and dosage for each session of the HB157 class into O-TRACK.

At the beginning of each class, enrollments shall be entered into O-TRACK by COUNTY for each state inmate enrolled. If at any time a state inmate is completed, dropped, or transferred from a class, an exit reason and end date shall be entered into O-TRACK by COUNTY. At the end of the class an exit reason and end date shall be entered for each state inmate who attended.

If COUNTY does not have trained staff for the purpose of data entry into O-TRACK, UDC may train COUNTY staff. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY will submit to the facility designated IPP staff

member monthly reports showing enrollments, attendance, and dosage as appropriate, transfers, drops, completions, end dates and exit reasons.

25. Inmate Workers: COUNTY shall provide to the IPP Director a security plan, by April 30th annually, for Work Eligibility Class A and/or Class B work crews already approved and in existence. COUNTY shall obtain approval from the IPP Director before working any state inmate. A work eligibility listing, showing approved Class A and/or Class B state inmates, will be made available to the COUNTY through the IPP staff.

For newly created and proposed work crews COUNTY shall submit to the IPP Director a Security Plan for off property state inmate work crews for approval and determination of supervision ratio before work crews with state inmates are taken off property.

COUNTY shall provide and document training on the use of proper protective equipment and provide proper working tools for the state inmate workers.

COUNTY, upon approval, may allow a Class B state inmate to leave the jail building, but not the jail's property to work, under direct supervision, line of sight, of certified staff with a supervision ratio approved by UDC.

COUNTY, upon approval, may allow a Class A state inmate to leave the jail and secure perimeter on a work crew with the direct supervision of certified staff with a supervision ratio approved by UDC.

COUNTY shall enter work assignments for state inmates into O-TRACK. When a state inmate leaves that assignment for any reason, an exit reason, and end date shall be entered into O-TRACK by COUNTY.

UDC may train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, COUNTY will submit to the facility designated IPP staff member, by the 10th of each month, monthly reports showing transfers, firings, exit reason and end dates.

26. Grievances: Any and all grievances submitted by state inmates shall be forwarded to 14717 S. Minuteman Drive Draper, Utah 84020, within fifteen (15) working days.

27. Home Visits/Funeral Leave: COUNTY shall not allow home visits or funeral leave for state inmates.

28. Inmate Release and Transfer of Custody: COUNTY shall not release a state inmate into the community without prior consultation with and written consent of the IPP Director/designee. When releasing a state inmate authorized for release from the COUNTY, either for parole or termination of sentence, the releasing officer shall positively identify the inmate before releasing him or her. COUNTY shall release inmates in civilian clothing.

COUNTY shall not transfer custody of a state inmate to another agency, e.g., Federal agency, or out-of-state agency, unless authorized by the UDC records office.

In the event another agency, e.g., Federal agency or an out-of-state agency, contacts the COUNTY for custody of a state inmate and COUNTY does not have UDC records authorization the COUNTY shall contact UDC records at (801) 522-7872 to determine the process/protocol to follow.

After hours or weekend requests for transfer of custody not priorly authorized must wait until the next business day for the COUNTY to contact UDC records.

29. Inmate Counts: A state inmate roster of all state inmates at the county shall be emailed to Control One at the Utah State Correctional Facility at cr-wasatch-control-one@utah.gov, once per day, seven days per week between 1700 and 2000 hours. After receipt Control One shall call the county to verify the count and resolve any discrepancies.

30. Restraint Chair: COUNTY shall not restrain state inmates in restraint chairs.

31. Media Requests: Permission shall be obtained from the UDC PIO, who can be reached at (801) 560-7608, prior to facilitating official media visitation for state inmates housed at COUNTY.

COUNTY shall notify the IPP Director of all media requests involving state inmates.

32. Waiver: The failure of either party to exercise any remedy or right under this contract or to require performance of any of the terms, covenants, or provisions of this contract by the other party shall not constitute a waiver of any of the rights under the contract.

33. Conflict of Terms: In the event that there is a conflict between the terms of the Utah Correctional Standards and the terms of this Attachment C, the terms of this Attachment C shall govern.

-----END OF ATTACHMENT C-----

ATTACHMENT D
UTAH CORRECTIONAL STANDARDS AND ATTACHMENT C
COMPLIANCE REVIEW/CORRECTIVE
ACTION/CHALLENGE PROCESS

UTAH CORRECTIONAL STANDARDS PROCESS

Correctional Standards Monitors on a regular, routine, and on-going basis will conduct on and off-site reviews of assigned Contract Facilities. Visits for reviews may be scheduled as well as unscheduled.

The UDC Correctional Standards Manager/Designee shall provide COUNTY an initial rating letter for all Utah Correctional Standards indicating full compliance or non-compliance with the Standards at least 45 days prior to the final rating. During this time the Correctional Standards Monitor may review any information which may not have been considered during the on-going review throughout the contract year.

A final rating letter shall be provided by June 30th to COUNTY by the UDC Correctional Standards Manager/Designee indicating full compliance or non-compliance with the Utah Correctional Standards. If COUNTY has deficiencies COUNTY shall Challenge the rating or provide a Corrective Action Plan. Challenging a rating shall be handled as outlined in the “Non-Compliant of Standard Challenge Process” of this document.

At any time, upon receiving notice of a Standard “Non-Compliant” rating a Corrective Action Plan is required, COUNTY shall complete and submit a plan or challenge as outlined in the “Non-Compliant of Standard Challenge Process” of this document.

Immediate Corrective Action & Notification: Immediate Corrective Action & Notification shall apply to events of exigent nature involving imminent security, life safety and/or like conditions. The Correctional Standards Monitor is to notify the Jail Commander, UDC Correctional Standards Manager/Designee and the Director of IPP immediately of these conditions and/or circumstances.

The IPP Director shall immediately review the information from the Correctional Standards Monitor and decide if the conditions warrant exigent action requiring immediate notification of the sheriff to initiate appropriate remedies. The IPP Director will work with the sheriff to determine a timeline for correction and obtain actions that the county will take on an interim basis until full compliance/resolution is obtained.

Determination of Immediate Corrective Action by the IPP Director is not subject to the challenge process provided in the normal CORRECTIVE ACTION/CHALLENGE PROCESS provided below for the normal course of Standards review and ratings.

Consequences for Non-Compliance:

Determination of the consequences for non-compliance to these Standards may range with the severity of the deficiency and/or the lack of response to the deficiency cited. Possible consequences for failure to comply with these Standards may be but are not limited to:

- Increase in the frequency of inspections/visits

- Mandated training
- Mandatory follow-up meetings
- Freezing of the number of state inmates housed at the facility
- Removal of a specific classification or population of state inmates
- Removal of all state inmates from the facility

Rating Definitions

Compliant: Current facility policy and practices are in compliance with the Standard. *Policy and Practice are both required to obtain a compliant rating/score.*

Non-Compliant: Facility policy and/or practice scoring/rating as non-compliant with Standard. Monitor is required to specify in writing what is non-compliant, forward report to initiate notification for requirement of corrective action plan.

Review in Progress: UDC Correctional Standards Monitor has begun the review process for the Standard.

Corrective Action: Facility has been found non-compliant with the Standard and upon receiving notice a Corrective Action Plan is required COUNTY shall complete and submit a plan or challenge. Rating will remain until the condition(s) has been remedied.

Non- Compliant of Standard Challenge Process

UDC will allow for a challenge process by the Contract Facilities for ratings of non-compliant to any of the Utah Correctional Standards by the Correctional Standards Monitor and accepted as non-compliant by the UDC Correctional Standards Manager/Designee.

The intention of the challenge process is to allow the Contract Facility to disagree with the Correctional Standards Monitor’s rating and provide opportunity for the Contract Facility to present additional information for consideration.

The existence of the challenge process is not intended nor is it required on the part of the Contract Facility to be utilized on every rating of non-compliant. This process is not intended to limit verbal discussion/communication in resolving/clarifying the deficiency cited.

The challenge process has a maximum of four (4) levels.

See brief overview of process below:

Level 1: Informal Request for Review	Jail Commander to UDC Correctional Standards Manager/Designee
Level 2: Initiation of Formal Request of Challenge	Jail Commander to IPP Director
Level 3: Escalation of Formal Challenge	Jail Commander to DPO Director
Level 4: Executive Director Review	Sheriff to Executive Director of Corrections

Level 1 - Informal Review:

The Jail Commander contacts the UDC Correctional Standards Manager/Designee requesting a review of the specific Standard the Commander has a concern with. This contact should take place within five (5) working days of the Contract Facility receiving the notification letter of non-compliance. The UDC Correctional Standards Manager/Designee will review the information in reference to the concern from the Commander and consider any additional information presented in

order to make a more informed decision on status of compliant/non-compliant. The UDC Correctional Standards Manager/Designee has five (5) working days after receiving the Request for Review to inform the Commander of the status of the Standard under review.

Level 2 - Initiation of Formal Challenge:

Should the Jail Commander not agree with the Level 1 response to the Informal Review, the Commander must elevate his/her challenge in writing to the Director of IPP.

In the initialization of a formal challenge, the Jail Commander must specify why the informal response from the UDC Correctional Standards Manager/Designee did not resolve the issue involved in the Request for Review. The initiation of a formal challenge must be made within five (5) working days from receiving communication with the UDC Correctional Standards Manager/Designee on the decision of an Informal Review.

The Director of IPP has five (5) working days after receipt of the Initiation of Formal Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

Level 3 - Escalation Request of Challenge:

Should the Jail Commander not agree with the Formal Challenge response from the Director of IPP, the Commander must elevate his/her Challenge to the UDC DPO Director within five (5) working days of receipt of the Director of IPP's decision.

In the Escalation Request of Challenge, the Jail Commander must specify why the response from the Director of IPP did not resolve the issue involved in the Initiation of Formal Challenge.

The Director of DPO has five (5) working days after receipt of the Escalation Request of Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

Level 4 - Executive Director Review:

Should a Contract Facility Sheriff still not be satisfied with the findings and response to the Level 3 Escalation of Challenge the Sheriff may request an Executive Director of Corrections review.

The request from the Sheriff to the Executive Director must be in writing within ten (10) working days of receipt of the decision received from the DPO Director in reference to the Level 3 Escalation Request of Challenge. The request for an Executive Director Review must specify why the responses provided in the first three (3) levels did not remedy the request.

The Executive Director of Corrections has ten (10) working days to review the request from the Sheriff and provide a final decision to the challenge. A copy of the decision of the Executive Director will be distributed.

ATTACHMENT C PROCESS

Correctional Standards Monitors and IPP reviewers on a regular, routine, and on-going basis will conduct on and off-site reviews of assigned Contract Facilities. Visits for reviews may be scheduled as well as unscheduled.

IPP Deputy Warden shall provide COUNTY a rating letter indicating full compliance or non-compliance with Attachment C terms/provisions by July 1 of each year. This deadline for the rating letter is set for the beginning of the next fiscal year rather than the compliance review fiscal year so compliance can be determined and closed out for the Utah Correctional Standards. (State fiscal years run July 1 to June 30.)

At any time, upon receiving notice of a “Non-Compliant” rating a Corrective Action Plan is required. COUNTY shall complete and submit a Corrective Action Plan or Challenge as outlined in the “Non-Compliant of Attachment C Challenge Process” of this document. If not submitting a Challenge, a written Corrective Action Plan must be submitted to the IPP Deputy Warden by July 30 or within 30 days of receiving the notice, whichever is later.

All ratings for Attachment C shall be finalized for the prior fiscal year review by August 30. For Non-Compliant ratings resolved prior to August 30, a new compliance review letter will be forwarded, and the review revised.

Non-Compliant ratings not resolved by August 30 will remain as Non-Compliant for that fiscal year review. Unresolved Non-Compliant ratings shall be closely monitored until remedied. Noting of such will be entered in the appropriate compliance review for the fiscal year the non-compliance is remedied.

Conditions for “Immediate Corrective Action & Notification” stated above in the “Utah Correctional Standards” portions of this document shall also apply to Attachment C terms.

Consequences for Non-Compliance:

Determination of the consequences for non-compliance to Attachment C may range with the severity of the deficiency and/or the lack of response to the deficiency cited. Possible consequences for failure to comply with Attachment C may be but are not limited to:

- Increase in the frequency of inspections/visits
- Mandated training
- Mandatory follow-up meetings
- Freezing of the number of state inmates housed at the facility
- Removal of a specific classification or population of state inmates
- Removal of all state inmates from the facility

Rating Definitions

Compliant: Current facility policy and practices are in compliance with Attachment C. *Policy and Practice are both required to obtain a compliant rating/score.*

Non-Compliant: Facility policy and/or practice scoring/rating as non-compliant with Attachment C. IPP and/or a Correctional Standards Monitors input is required to specify in writing what is non-compliant, forward report to initiate notification for requirement of corrective action plan.

Corrective Action: Facility has been found non-compliant with Attachment C and upon receiving notice a Corrective Action Plan is required COUNTY shall complete and submit a plan or challenge. Rating will remain until the condition(s) has been remedied.

Non - Compliant with Attachment C Challenge Process

UDC will allow for a challenge process by the Contract Facilities for ratings of non-compliant to any of the Attachment C terms.

The intention of the challenge process is to allow the Contract Facility to disagree with the IPP/Correctional Standards rating and provide opportunity for the Contract Facility to present additional information for consideration.

The existence of the challenge process is not intended nor is it required on the part of the Contract Facility to be utilized on every rating of non-compliant. This process is not intended to limit verbal discussion/communication in resolving/clarifying the deficiency cited.

The challenge process has a maximum of four (4) levels.

See brief overview of process below:

Level 1: Informal Request for Review	Jail Commander to IPP Deputy Warden
Level 2: Initiation of Formal Request of Challenge	Jail Commander to IPP Director
Level 3: Escalation of Formal Challenge	Jail Commander to DPO Director
Level 4: Executive Director Review	Sheriff to Executive Director of Corrections

Level 1 - Informal Review:

The Jail Commander contacts the IPP Deputy Warden requesting a review to the specific Attachment C term(s) the Commander has a concern with. This contact should take place within five (5) working days of the Contract Facility receiving the notification letter of non-compliance. The IPP Deputy Warden will review the information in reference to the concern from the Commander and consider any additional information presented in order to make a more informed decision on status of compliant/non-compliant. The IPP Deputy Warden has five (5) working days after receiving the Request for Review to inform the Commander of the status of the Attachment C term under review.

Level 2 - Initiation of Formal Challenge:

Should the Jail Commander not agree with the Level 1 response to the Informal Review, the Commander must elevate his/her challenge in writing to the Director of IPP.

In the initialization of a formal challenge, the Jail Commander must specify why the informal response from the IPP Deputy Warden did not resolve the issue involved in the Request for Review. The initiation of a formal challenge must be made within five (5) working days from receiving communication with the IPP Deputy Warden on the decision of an Informal Review.

The Director of IPP has five (5) working days after receipt of the Initiation of Formal Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

Level 3 - Escalation Request of Challenge:

Should the Jail Commander not agree with the Formal Challenge response from the Director of IPP, the Commander must elevate his/her Challenge to the UDC DPO Director within five (5) working days of receipt of the Director of IPP's decision.

In the Escalation Request of Challenge, the Jail Commander must specify why the response from the Director of IPP did not resolve the issue involved in the Initiation of Formal Challenge.

The Director of DPO has five (5) working days after receipt of the Escalation Request of Challenge to review and respond in writing to the Jail Commander with copies of the response distributed to the Sheriff.

Level 4 - Executive Director Review:

Should a Contract Facility Sheriff still not be satisfied with the findings and response to the Level 3 Escalation of Challenge the Sheriff may request an Executive Director of Corrections review.

The request from the Sheriff to the Executive Director must be in writing within ten (10) working days of receipt of the decision received from the DPO Director in reference to the Level 3 Escalation Request of Challenge. The request for an Executive Director Review must specify why the responses provided in the first three (3) levels did not remedy the request.

The Executive Director of Corrections has ten (10) working days to review the request from the Sheriff and provide a final decision to the challenge. A copy of the decision of the Executive Director will be distributed.



UTAH DEPARTMENT OF CORRECTIONS

EXHIBIT # 1 to ATTACHMENT C of CONTRACT # _____

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by, and between, The State of Utah Department of Corrections, referred to as **UDC**, and _____, referred to as **CONTRACTOR or COUNTY**.

THE PARTIES AGREE AND ACKOWLEGE THE FOLLOWING:

1. **Use of Electronic Fund Transfers.** As outlined in Section 23 of the above referenced contract, the parties agree that inmate funds may be sent to or from UDC via electronic funds transfers ("EFTs").

2. **Transaction Fees.** UDC agrees to be responsible for the transaction fees charged for using EFTs to transfer inmate funds.

3. **Initiation of transfers.** The parties both acknowledge and agree that only the UDC may initiate and execute EFTs. The UDC will use EFTs to send inmate funds to the County, and UDC shall initiate any EFTs needed by the County to send inmate funds back to UDC.

4. **Maintenance of Designated Account.** County agrees to maintain an account at the following bank ("Designated Account") from which inmate funds will be transferred to and from:

Bank Name: _____
Bank Address: _____
Routing Number: _____
Account Number: _____
Bank Contact Name and Title: _____
Bank Contact Phone Number: _____

5. **Authorization to Withdraw Funds from Designated Account.** County hereby authorizes UDC to withdraw funds from the Designated Account without signature to effect any transfer of inmate funds to or from UDC. Contractor shall notify UDC if at any time there are insufficient funds in the Designated Account to cover any transfer amount. County shall give UDC no less than three banking business days notice if the Designated Account is to be changed so as to allow enough time for UDC to make the necessary system modifications.

6. **Terms of Exhibit.** All conditions and terms set forth herein shall be included in the terms of the contract, referenced above, as if they were originally set forth therein.

[Remainder of page is left blank intentionally]