

Salt Lake County
Criminal Justice Executive Board
Approved Meeting Minutes
March 12, 2014
Room N2300 — Noon

In Attendance: (Executive Board members*)

Mayor Ben McAdams*	David Litvack	Patrick Anderson*
Judge Brendan McCullagh*	Sim Gill*	Pat Fleming
Irene Brown	Tim Whalen	Chief Pam Lofgreen
Max Burdick*	Mayor JoAnn Seghini*	Judge Dino Himonas
Jeannie Edens	Carlton Christensen	Brad Kendrick
Ron Oldroyd	Padma Veeru-Collings*	Kerri Nakamura
Lori Bays*	Sherry Craig	

(Note: There may have been others present who did not sign the Attendance Roster)

MEETING CONVENED AT NOON (lunch provided)

Welcome and Introductions

- David Litvack welcomed everyone and said that Mayor Ben McAdams would be a few minutes late. He then asked for introductions.

Minutes from February 12, 2013 Executive Committee Meeting

- Mayor McAdams asked for the approval of the February 12, 2014 meeting minutes. **Motion** to approve the minutes by Mayor Seghini. **Second** Patrick Anderson. **MOTION APPROVED.**

Medicaid Update & Next Steps Discussion

- Pat Fleming explained the handout detailing the current Medicaid eligibility and the decision points of the proposed plans (copy attached to original minutes).
- Discussion of the implementation plans for the Governor's Plan if it is approved.

Gang Reduction Initiative

- David Litvack said the Gang Reduction Initiative was presented to Council last week and approved to go forward.
- The two year budget is \$190,000 per year and it will fund two time limited positions within CJAC for a Regional Gang Coordinator and Regional Gang Researcher.
- Mayor McAdams explained that it will be a valley-wide coordination between The Office of Regional Development and SL County.
- David will forward the job descriptions to the committee members so that any job candidate recommendations can be sent to him.

IJIS Portal MOU

- David talked about the changes that have been made to the draft copy of the Salt Lake County Agency and Palantir Data Sharing MOU (copy attached to original minutes).
- Discussion of the changes and clarifications still necessary in regard to 42CFR and GRAMA policies.

- Let David Litvack know of any other concerns or comments. He would like to finalize the draft MOU within the next week.
- David said the sample draft agreement between Salt Lake County and First Step House (copy attached to original minutes) is a sample of the agreements that would contract with outside treatment agencies for data sharing. The pilot program will contract with five treatment agencies.
- Next steps will most likely be contracting with AP&P.

LEADS Representative on CJAC

- Chief Russo will take Chief Fondaco's place as the LEADS representative on the CJAC Committee.

Other Business

- Pam Lofgreen said the American Corrections Association will be hosting a conference in August with facility tours and training sessions. Please send any ideas of conference topics to her.
- With no other business to discuss, Mayor Seghini made the **Motion** to adjourn. MOTION APPROVED and meeting adjourned at 1:15 p.m.

*** Full Committee Meeting Minutes available via CJAC website www.cjac.slco.org or by request to the CJAC Admin. Assistant, Sherry Craig 385-468-3534

C J A C

SALT LAKE COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL

CJAC Executive Committee
SLCo Government Center
Wednesday, March 12th
Noon

AGENDA

- I. Welcome & Introductions
- II. Minutes from Feb. 11th Executive Committee Meeting
- III. Medicaid Update & Next Steps Discussion Jeannie/Pat
- IV. Regional Gang Reduction Initiative Update David
- V. IJIS Portal MOU Review & Feedback David
- VI. LEADS Representative on CJAC David
- VII. Next Meeting
- Full Committee (April 9th)

Salt Lake County
Criminal Justice Executive Board
Draft Meeting Minutes
February 12, 2014
Room N2300 — Noon

In Attendance: (Executive Board members*)

Mayor Ben McAdams*	David Litvack	Patrick Anderson*
Judge Brendan McCullagh*	Sim Gill*	Chief Pete Fondaco*
Pat Fleming	Irene Brown	Gary Dalton*
Sarah Brenna	Brad Kendrick	Audrey Hickert
Tim Whalen	Chief Pam Lofgreen	Max Burdick*
Mayor JoAnn Seghinni*	Mike Gallegos	Sherry Craig

(Note: There may have been others present who did not sign the Attendance Roster)

MEETING CONVENED AT NOON (lunch provided)

Welcome and Introductions

- Mayor Ben McAdams welcomed everyone and introduced Chief Pete Fondaco who is replacing Chief Steve Chapman on the CJAC Committee. He then asked everyone to introduce themselves.

Minutes from December 11, 2013 Executive Committee Meeting

- Mayor McAdams ask for the approval of the December 11, 2013 meeting minutes. David Litvack said the request by Kerri Nakamra that a work release discussion be included on a future meeting agenda was based on a request from Judge Hansen. **Motion** to approve the minutes by Gary Dalton. **Second** by Max Burdick. **MOTION APPROVED.**

Better Futures Minnesota Project Update and Plan

- Mayor McAdams briefly explained the Better Futures Minnesota Project as an effort to reduce recidivism and allow for better outcomes after jail release. It is a pay for success, social funding model.
- An exploratory committee will be formed to study the program and make recommendations to the CJAC Committee.

Correctional Program Checklist Implementation Plan

- David Litvack reviewed the recommendations from the CPC Discussion and Conclusion Report (attached to original minutes). The report listed three areas of recommendation based on EBP:
 - Risk, Need, and Responsivity Principles.
 - Collaboration and Communication
 - Training.
- Two working groups will be formed to facilitate a tactical implementation of the recommendations. One committee will address short and long term risk assessment tools and the other committee will address issues and considerations for training. The recommendation regarding Collaboration and Communications will be addressed by both working groups.

IJIS Portal MOU

- David Litvack reviewed the Palantir Data Sharing MOU. Discussion followed about the MOU including the following topics:
 - Vendor access to files and what controls will be in place.
 - Data sharing possibilities with third parties and what the liabilities are.
- Changes will be made to the MOU and the draft reviewed at the next CJAC meeting for additional feedback.

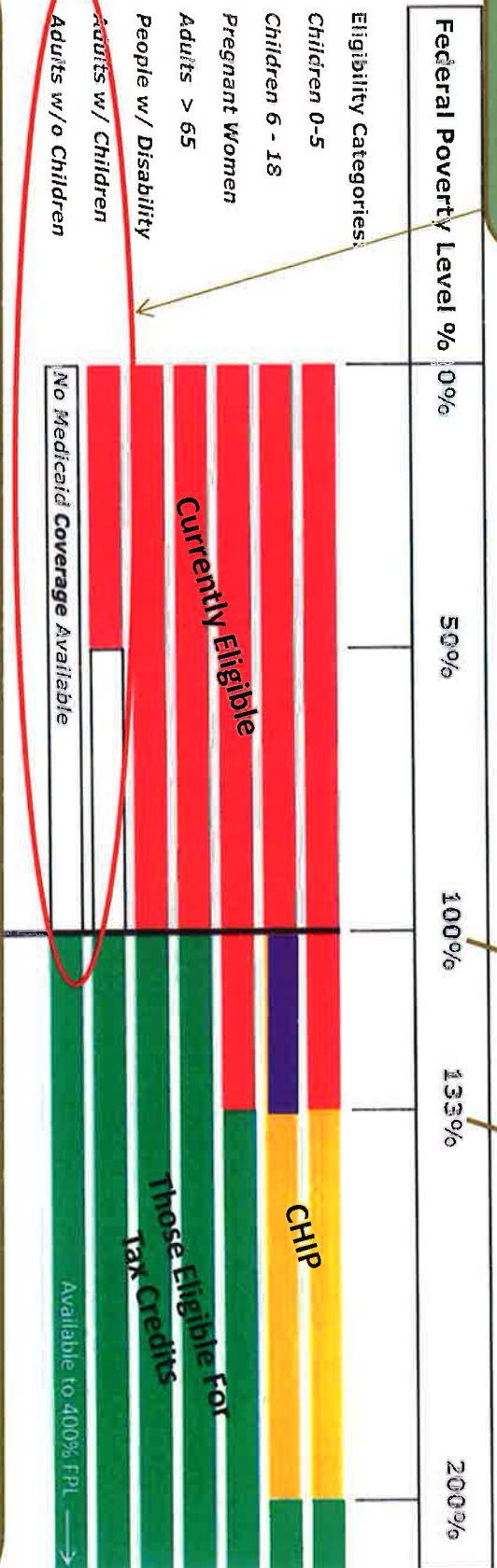
Other Business

- With no other business to discuss, Chief Fondaco made the **Motion** to adjourn. **Second** by Judge Brendan McCullagh. MOTION APPROVED and meeting adjourned at 1:15 p.m.

*** Full Committee Meeting Minutes available via CJAC website www.cjac.slco.org or by request to the CJAC Admin. Assistant, Sherry Craig 385-468-3534

The gap represents approximately 49% of the optional expansion (approximately 61,000)

Income Limits for Medicaid, CHIP and Tax Credit Eligibility

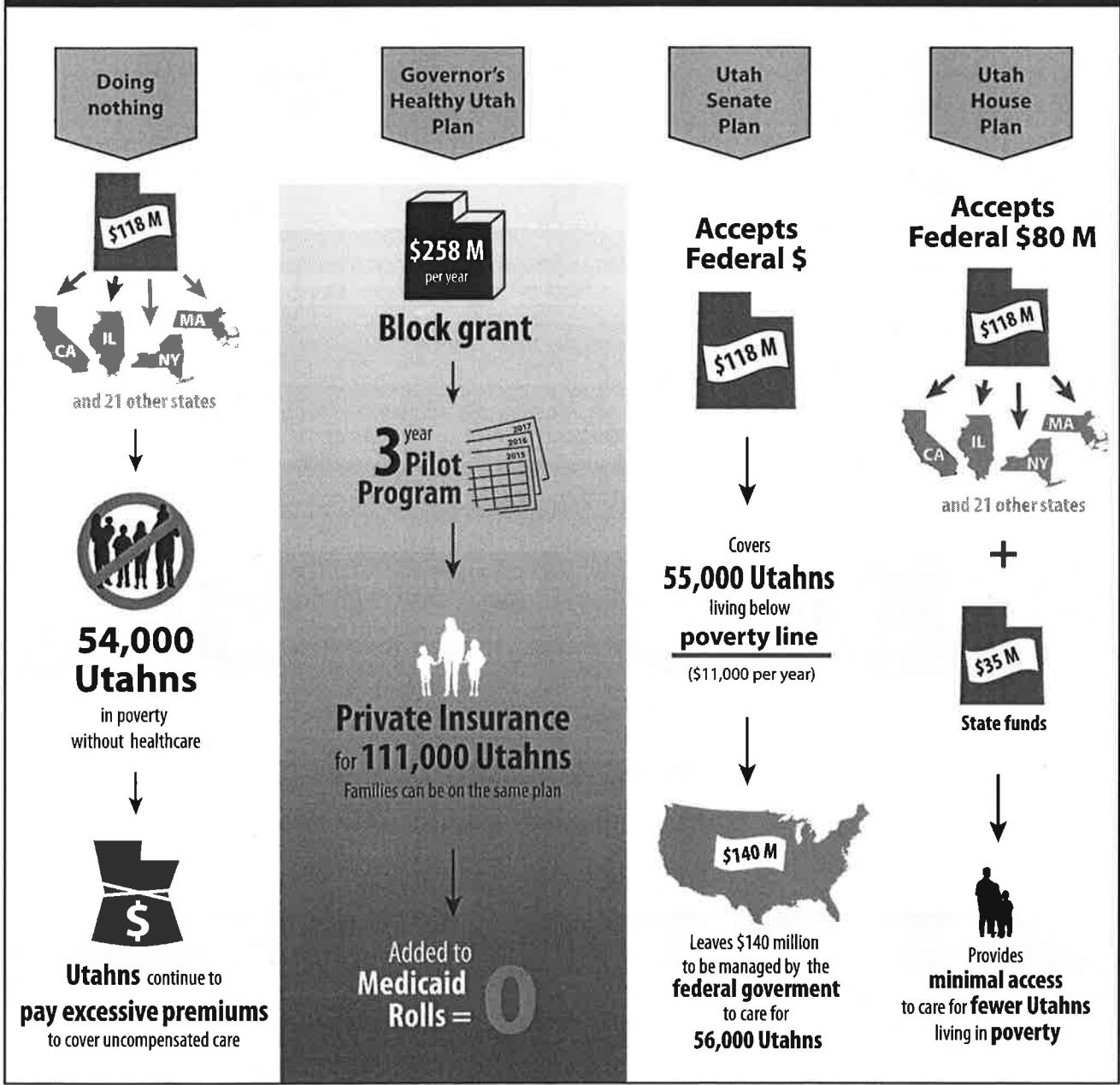


Criminal Justice System and Behavioral Health System Impacts:

- ❖ Approximately 40% of this population have a mental illness or a substance use disorder, 24,000 statewide. (SAMHSA)
- ❖ Approximately 3,200 uninsured Utah veterans and 800 spouses fall within this population statewide. (Robert Wood Johnson Foundation & Urban Inst 2013)
- ❖ Approximately 90% of the DORA population falls within this population.
- ❖ It is estimated that the number of Medicaid eligible inmates will increase from 20% eligible to over 80% in the SLCO Jail.
- ❖ There is significant evidence that ensuring that individuals have Medicaid coverage upon release from corrections facilities can contribute to reduced recidivism. (JOSEPH P. MORRISSEY, NATIONAL INSTITUTE OF JUSTICE, MEDICAID BENEFITS AND RECIDIVISM OF MENTALLY ILL PERSONS RELEASED FROM JAIL (2004))
 - When Washington State expanded Medicaid coverage to childless adults, their experience with providing treatment to chemically dependent, very low income childless adults demonstrated:
 - 21-33% lower rearrest rates for three groups receiving SUD Treatment
 - \$5,000-\$10,000 savings for each person treated (savings resulting from law enforcement intervention, jails, courts and corrections agencies costs) (Medicaid Exp & the Criminal Justice System, Michael Dubose, COCHS 2011)
- ❖ Estimated Utah state savings, for medical care to inmates transported to an inpatient facility for 24 hours or more, are approximately \$3,000,000/ year (PCG Medicaid Expansion Assessment) under a full expansion scenario.
- ❖ Tax users to tax payers – treatment works. Example: Clients in a local substance use disorder program, First Step House, saw employment rates rise from 20% at admit to 43% at discharge (2013).



Decision Point on Medicaid Expansion





4 Principles to Repair the Safety Net

1. Individual responsibility
2. Support private markets
3. Maximize state flexibility
4. Respect the taxpayer

Plan Comparison





	House Plan	Senate Plan	Healthy Utah	Full Expansion
Utah Taxpayer Dollars Returned from Federal Government	Yes Up to \$80 million in matching funds for expansion of existing PCN and UPP programs	Yes \$118 million in matching funds in 2015 (assuming enhanced match is approved)	Yes \$258 million in matching funds in 2015	Yes \$258 million in matching funds in 2015
State Dollars	\$30-\$35 million per year for 2015-2016	None for 2015-2016 (assuming enhanced match is approved)	None for 2015-2017	None for 2015-2016
Requires Federal Approval	Yes	Yes	Yes	No
Covered Population	Medically frail and parents	Medically frail, parents, and adults without dependent children	Medically frail, parents, and adults without dependent children	Medically frail, parents, and adults without dependent children
Income for Household of One	Up to \$11,600	Up to \$11,600	Up to \$15,500	Up to \$15,500
Estimated Enrollment in 2015	Undetermined (likely 10,000-25,000)	45,000	92,000	92,000
Plan Benefits	Many receive PCN-like limited benefits	Comprehensive health benefits	Comprehensive health benefits	Comprehensive health benefits
Primarily Uses Traditional Medicaid to Provide Coverage	No	No	No	Yes
Requires Participant Cost Sharing	In PCN – Minimal In UPP – Yes	Minimal	Under \$11,600: Minimal \$11,600-15,500: 2% of income + other cost sharing	Minimal
Supports Private Insurance Markets	In PCN – No In UPP – Yes	Yes	Yes	No
Work Requirements for Participants	No	No	Yes	No
Amount of Assistance Depends on Personal Situation	Yes	Yes	Yes	No
Medicaid Children Can Join Parents on Private Plans	No	No	Yes	No

HEALTHY UTAH PLAN OVERVIEW



Who is covered?

Approximately 111,000 Utahns will receive coverage. These individuals are adults between the ages of 19-64 who earn income less than \$15,521 per year.

-  Those who can work, do work
-  Support private markets
-  Maximize flexibility
-  Respect the taxpayer

Utah taxpayers shouldn't have to pay 4 times to help those in need

1. By subsidizing emergency room care
2. By paying Obamacare taxes to the federal government
3. By paying state taxes to provide less coverage to fewer people
4. Through charitable contributions

Benefits



ADULTS WITH INSURANCE OPTIONS

Adults with access to insurance through their employer or through their parents' plans will enroll in those plans. Medicaid will provide premium assistance, cost sharing, and wrap-around coverage.



ADULTS EARNING LESS THAN \$15,521

These adults will receive premium assistance to purchase private insurance through Utah's insurance exchange, Avenue H. There will be some cost sharing. Coverage will meet minimum requirements.



MEDICALLY FRAIL ADULTS

Adults deemed 'medically frail' will have the choice to enroll in Healthy Utah Plan or to receive traditional benefits through the current delivery system, including Accountable Care Organizations.

Keeps families on the same plan

The plan will help families obtain coverage through a single plan. Families whose children currently receive Medicaid would be given the option to include their children on the same plan the parents select. Medicaid would continue to provide cost sharing and wrap-around coverage for these children to ensure they continue to receive the same level of coverage they do today.

Cost sharing for individuals with higher income

- Participants pay 2% of their income toward premiums
- Participants pay on average 6% of the cost of services received through deductibles, copays and coinsurance



\$15,521
yearly income



\$420
in annual medical costs & premiums



If the federal government changes the current match rates, the program will end and individuals would lose coverage.

DRAFT

**MEMORANDUM OF UNDERSTANDING
AMONG
CERTAIN AGENCIES OF SALT LAKE COUNTY
FOR
DATA SHARING WITHIN THE UTAH STATE PALANTIR INSTANCE**

I. PARTIES

This Memorandum of Understanding (hereinafter referred to as “MOU”), is made effective this ____ day of _____, 2014, by and among each of the Salt Lake County agencies listed on Schedule I (as may be amended) that becomes party hereto by executing a signature page (each an “Agency” and collectively the “Agencies”) for participation in the sharing of data hosted within the State-wide Palantir Instance (defined below). The parties acknowledge that Vendor (defined below) is not a party to, has no direct involvement in, and is not responsible for any actions taken under or arising from, this MOU.

II. DEFINITIONS

- A. “**Authorized Users**” means current employees of Agencies authorized to review Data for Criminal Justice Purposes, and who have an approved login and password.
- B. “**Criminal Justice Purposes**” means:
 - 1. The enforcement, litigation, or investigation of criminal law;
 - 2. The collection of information for presentence, probationary, or parole purposes; or
 - 3. The performance of an Agency’s criminal justice duties and functions where:
 - a. The Data is used for a purpose similar to the purpose for which it was originally collected or obtained; and
 - b. The Data is used to produce a public benefit that is greater than or equal to the individual privacy right that protects the Data.
- C. “**Data**” means data regarding, but not limited to, field interviews, crimes, arrests, calls for service/dispatch, jail visitations, citations or automatic license plate recognition data, whether stored within a Records Management System, a Computer Aided Dispatch, a Jail Management System, PIMS, UWITS, C-Track or other data repositories.
- D. “**Data Provider**” means an Agency that contributes or inputs Data into the State-wide Palantir Instance.
- E. “**State-wide Palantir Instance**” means a copy of “Palantir Government” (now known as Palantir Gotham) proprietary off-the-shelf software, purchased and installed by the State of Utah, to be used as a government information analysis platform.
- F. “**Vendor**” means Palantir USG, Inc. (and its affiliates).

III. PURPOSE

- A. The State of Utah, on behalf of the State Information and Analysis Center, has purchased the State-wide Palantir Instance from Vendor pursuant to Contract No. PD2113, effective as of September 1, 2010, and as amended by later contract extensions to include additional counties.
- B. Salt Lake County intends to enter into an interlocal agreement with the State of Utah and other governmental entities to participate in a Data-sharing network through the State-wide Palantir Instance.
- C. Salt Lake County, on behalf of the Salt Lake Criminal Justice Advisory Council, has contracted with Vendor to purchase business software licenses and associated training and support services (County Contract No. EH12149C effective as of September 5, 2012). The licenses and services will enable Salt Lake County to link its records management systems to the State-wide Palantir Instance.

- D. The purpose of this MOU is to facilitate open sharing of Data, between the Agencies and (where appropriate) within the State-wide Palantir Instance, for Criminal Justice Purposes,

IV. DATA SHARING

- A. By agreeing to share Data with the State-wide Palantir Instance, an Agency will be granted front-end access to the Instance and shall designate which of its employees will be Authorized Users.
- B. Each Agency retains the sole discretion to decide and manage which of its Data is inputted or contributed into the State-wide Palantir Instance, and which of its Data is used by other Agencies for Criminal Justice Purposes.
- C. Each Agency retains the sole discretion and responsibility to specify access control limitations or special restrictions on the Data it inputs or contributes into the State-wide Palantir Instance.
- D. The Data inputted into the State-wide Palantir Instance shall remain the property of the Data Provider that inputted the Data. All Agencies are authorized to use Data shared to the State-wide Palantir Instance but originating from another Agency for Criminal Justice Purposes, *provided that* all applicable federal, state and local laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Security Standards at 45 CFR parts 160 and 164, subparts A, C, D and E, and all United States Department of Justice, Federal Bureau of Investigation and Criminal Justice Information Services requirements are met. The parties acknowledge that certain types of Data may not be made available to all Agencies.
- E. An Agency may voluntarily withdraw its Data from the State-wide Palantir Instance at any time. As a result, such withdrawing Agency's access to the State-wide Palantir Instance may be revoked or limited.

Comment [AM1]: How should the County allocate liability when sensitive information is wrongfully released? Are any safeguards required between County Agencies?

V. AGENCY OBLIGATIONS

- A. Each Agency will:
1. Make Data available within the State-wide Palantir Instance and allow the Data to be used by other Agencies for Criminal Justice Purposes. Each Agency is responsible to specify classifications, access control limitations or special restrictions on the Data it contributes or inputs into the State-wide Palantir Instance.
 2. ~~Grant access to the Vendor to back-end systems of Agency to facilitate integration of Data into the State-wide Palantir Instance.~~
 - 3.2 Use its best efforts to ensure the timeliness, completeness and accuracy of its Data. Each Agency is responsible for creating, updating and deleting records in its own records management system or database according to its own policies.
 - 4.3 Comply with all applicable federal, state and local laws, rules and regulations and contractual obligations governing use of Data.
 - 5.4 Comply with the terms and conditions governing use of the Palantir Instance.
 - 6.5 Ensure that only Authorized Users have access to or use information in the State-wide Palantir Instance. Each Agency shall implement appropriate password protections and IT protocols to prevent unauthorized access to the State-wide Palantir Instance or the Data of other Agencies in such Agency's possession.
 - 7.6 Use the Data only when necessary to perform its Criminal Justice Purposes.
 - 8.7 Not release or make available any Data of another Agency to any person or entity not authorized to access the State-wide Palantir Instance or to any third party, except for Criminal Justice Purposes, pursuant to prior written approval of the Data Provider, or as required by law.
 - 9.8 Upon receipt of a public records request, subpoena, or court order ("**Legal Request**") for information in the State-wide Palantir Instance authored by or originated by another Party, a Party shall immediately provide a copy of the Legal Request to the Data Provider and allow the Data Provider to respond to the Legal Request.

Comment [AM2]: Vendor's access to the back-ends of each Agency's individual systems should be governed and managed by separate agreements with Palantir.

Comment [AM3]: These paragraphs raise an issue about when material is indirectly released to a party that was not an original recipient. For instance, where Agency A shares its data with Agency B but not with Agency C, some safeguards should be in place to ensure Agency C does not indirectly obtain Agency A's data through Agency B. This itself is not a new issue in GRAMA, but the "real time" element of this Agreement poses an additional difficulty in preventing such indirect releases.

10.9. _____ Participate in periodic meetings and cooperate with the other Agencies to analyze and use the Data collected through this MOU.

V. GENERAL PROVISIONS

- A. Additional County agencies may be added to this MOU by executing a signature page to this MOU and accepting the terms and conditions of this MOU, thereby becoming an "Agency" hereunder.

[Signature Pages Follow]

AGREEMENT

between

**SALT LAKE COUNTY
for its Sheriff's Office**

and

FIRST STEP HOUSE

for

**A PILOT PROGRAM FOR DATA SHARING WITHIN THE
PALANTIR GOVERNMENT INFORMATION ANALYSIS PLATFORM**

This Agreement (this "Agreement") is made and entered into this ____ day of _____, 2014, by and between Salt Lake County, a body corporate and politic of the State of Utah on behalf of its Sheriff's Office (the "Sheriff"); and First Step House, a private non-profit corporation with its principal place of business at 411 North Grant Street, Salt Lake City, UT 84116 (the "Contractor").

RECITALS

WHEREAS, Salt Lake County and the Contractor entered into an agreement dated June 23, 2010, whereby the Contractor agreed to provide substance abuse treatment services (the "**Treatment Services Contract**," County Contract No. AL10509C);

WHEREAS, in performing their respective obligations under the Treatment Services Contract, or under other and future agreements pertaining to substance abuse treatment services, the Sheriff may from time to time disclose to Contractor certain data or information, which may constitute protected information under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, the Public Health Service Act, 42 USC § 290dd-2, the Security Standards at 45 CFR parts 160 and 164, 42 CFR Part 2 or 42 CFR 431.300-431.307; records classified as "Private," "Controlled" or "Protected" under the Governmental Records Access and Management Act, UTAH CODE ANN. §§ 63G-2-101 to -901 (2013); or information otherwise protected and confidential under any other federal, state or other laws or regulations ("Privacy Laws");

WHEREAS, both the Sheriff and the Contractor have access to information in the Palantir data-sharing network, a state-wide network to facilitate the sharing of information between members of Utah's criminal and social justice system; and

WHEREAS, the parties desire to enter into an agreement to conduct a pilot program for utilizing the Palantir data-sharing network to disclose data and information, from the Sheriff to the Contractor, necessary for the performance of the Treatment Services Contract;

WHEREAS, access to Contractor's records generated through the Treatment Services Contract, including its client information and treatment documentation, which are integrated into the Palantir data-sharing network shall be limited to the Contractor for the purposes of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

I. DEFINITIONS

A. “Data” means information from OMS integrated into the Palantir network regarding the Salt Lake County Metro Jail including names of arrestees, housing identifiers, sheriff’s office numbers, booking numbers, offense tracking numbers, booking dates and times, charges, charge descriptions, charge types (new charge, warrant of arrest, bench warrant, etc.), charge grades, charge degrees, projected release dates for sentenced prisoners and reasons for release

II. DATA-SHARING

A. The Sheriff shall make Data available to the Contractor through the Palantir network. The Sheriff shall specify classifications, access control limitations or special restrictions on the Data.

B. The Sheriff shall use its best efforts to ensure the timeliness, completeness and accuracy of the Data and is responsible for creating, updating and deleting records in its own records management system or database according to its own policies.

C. The Sheriff retains the sole discretion to decide and manage which of its records are integrated into the Palantir network. The Sheriff may voluntarily withdraw Data from the Palantir network at any time.

D. The Sheriff retains the sole discretion and responsibility to specify access control limitations or special restrictions on the Data.

E. The Contractor represents and warrants the Data:

- i. Is necessary for the performance of the Treatment Services Contract;
- ii. Will only be used for the performance of the Treatment Services Contract;
- iii. Will not be disclosed to any other person or entity without prior written approval of the Sheriff; and
- iv. Will not be used for advertising or solicitation purposes;

F. The Data shall remain the property of the Sheriff. The Contractor is authorized to use the Data only when necessary for the performance of the Treatment Services Contract, **provided that** all Privacy Laws, and all United States Department of Justice, Federal Bureau of Investigation and Criminal Justice Information Services requirements are met. In the event the relationship of the parties under this Agreement is regulated by any such laws or rules, the Sheriff may require the Contractor to enter into agreements consistent with said regulations.

G. The Contractor shall ensure that only current employees of the Contractor who are authorized to review Data for the performance of the Treatment Services Contract have access to or use the Data. The Contractor shall implement appropriate protections and protocols to prevent unauthorized access to the Palantir network or the Data in its possession.

H. If Contractor receives a subpoena or court order for disclosure of Data, the Contractor shall respond to the court or requesting party advising them that to the extent the document request constitutes Data subject to this Agreement that such Data is within the control of the Sheriff. To the extent such subpoena or court order relates to documents other than Data that are within the control of Contractor, Contractor shall respond as required by legal and procedural requirements. Contractor shall timely provide a copy of the subpoena or court order requesting Data to the Sheriff. The Sheriff shall respond to a subpoena or court order consistent with the legal and procedural requirements applicable to it.

III. GENERAL PROVISIONS

A. This Agreement shall be effective upon execution by both parties and shall continue for a period of three years, with each party reserving the right to terminate without penalty at any time by providing written notice to the other party.

B. The parties acknowledge this Agreement is to conduct a short-term pilot program for sharing data and information. It is anticipated that, after expiration or termination of this Agreement, the parties will enter into a new agreement for a long-term data sharing arrangement. The parties therefore agree to regularly review and discuss this Agreement and address issues related to the pilot program.

C. Each party shall comply with all applicable federal, state and local laws, rules and regulations and contractual obligations governing use of Palantir.

D. Each party shall comply with the terms and conditions governing use of Palantir.

E. In the event of any inconsistency between this and other agreements between the Sheriff and the Contractor pertaining to substance abuse treatment services, the inconsistency shall be resolved by giving precedence to the Treatment Services Contract. The Sheriff and the Contractor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

F. Contractor agrees to indemnify, hold harmless, and defend Salt Lake County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Contractor's breach of this Agreement or any acts or omissions of or by Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement.

G. Salt Lake County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904. The parties agree that the Sheriff shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Agency approval:
Salt Lake County Sheriff

By _____
Sheriff Jim M. Winder
Date _____

Approved as to Form and Legality:
Salt Lake County District Attorney

By _____
Deputy District Attorney
Date _____

FIRST STEP HOUSE

By _____
Title _____

