

CLEMENTS, BROWN & McNICHOLS, P.A.

321 13th Street
Post Office Box 1510
Lewiston, Idaho 83501
Telephone (208) 743-6538
Fax (208) 746-0753

LAWYERS

Tully P. FitzMaurice*
Sonyalee R. Nutsch*
Andrew G. Pluskal**
Bentley G. Stromberg

18 November 2025

*Admitted in ID & WA
**Admitted in ID and NY

VIA E-MAIL AND US MAIL
VchsAdmin@VitalCoreHS.com

Viola Riggin
CEO Vital Core Health Strategies
719 SW Van Buren Street, Suite 100
Topeka, Kansas, 66602

Robert P. Brown
(Retired)
V.R. Clements
(1896-1982)
Reed Clements
(1926-2018)
Michael E. McNichols
(1939-2019)

**RE: Jack Campbell v. Mental Health Clinician Baker; Mental Health Clinician Mallory; Kootenai County Jail; and Vital Core Health Solutions.
US District Court, District of Idaho, 2:25-cv-00057-AKB.**

Ms. Riggin,

We represent Kootenai County and its Jail in the above-noted matter. Vital Core Health Strategies provided comprehensive inmate medical services, including mental health service at Kootenai County during the times noted in the Complaint (Ex. A). The purpose of this letter is to formally place you on written notice of the alleged wrongful acts or omissions of Vital Core Health Strategies and its employees/agents asserted by Jack Campbell in the above noted lawsuit, and to tender defense and indemnity of those claims to Vital Core Health Strategies and its insurer(s). A description of the alleged acts or omissions of Vital Core Health Strategies and its employees/agents can be obtained from a review of the attached Complaint (Ex. A) and Initial Review Oder by Screening Judge (Ex. B).

Vital Core Health Strategies entered into a contract with Kootenai County on April 6, 2021 for the purpose of providing comprehensive inmate medical services. A copy of the Contract is attached to this letter as Exhibit C. Pursuant to that Contract, Vital Core Health Strategies agreed to defend and indemnity Kootenai County:

DEFENSE and INDEMNIFICATION

The parties agree to defend and indemnify each other and their officers, agents and employees from the acts and omissions alleged or actual by their employees, officers, and agents. This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute, although this provision inures only to the parties and their officers, agents and employees does not create a third-party beneficiary agreement and may not be asserted by anyone other than the parties.

Exhibit C, p. 3.

Pursuant to its Contract with Vital Core Health Strategies, Kootenai County demands the Vital Core Health Strategies defend and indemnify Kootenai County from and against Mr. Campbell's claim. This matter requires your immediate attention. Accordingly, Kootenai County requests that you accept its tender of defense in writing no later than ten (10) days from the date of this letter. Please contact me with any questions.

Sincerely,

CLEMENTS, BROWN & McNICHOLS, P.A.

BENTLEY G. STROMBERG