

**Agreement 25172 for Lake County Juvenile Detention Facility
Resident Healthcare Services**

Effective December 1, 2025, through November 30, 2027

This Agreement for Resident Healthcare Services (“**Agreement**”) entered into by and between the County of Lake, Illinois (“**County**”), and Wellpath LLC (“**Wellpath**”), a Delaware Limited Liability Company.

RECITALS

WHEREAS, the County and the Nineteenth Judicial Circuit Court (“**Court**”) (in this Agreement, these separate entities will be referred to together as the “**County**” for simplicity) is charged by law with the responsibility for providing a health care delivery system for the Lake County Hulse Juvenile Detention Center (“**Hulse**”) and the FACE-IT residential program (“**FACE-IT**”); and

WHEREAS, Hulse is a 48-bed secure facility and FACE-IT is a 16-bed residential facility located in Vernon Hills, Illinois, and operated by the 19th Judicial Circuit Court under the principles of direct supervision; and

WHEREAS, the County seeks to find an outside company that can deliver quality health care to the Residents of Hulse and FACE-IT, in accordance with applicable law, and covering comprehensive medical and mental health (behavioral) services; and

WHEREAS, Wellpath is in the business of providing and administering comprehensive residential/correctional health care services and desires to conduct such services at Hulse and FACE-IT on behalf of the County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

Agreement Documents –The documents that encompass the parties’ understanding are listed below and shall be considered in the following order of precedence, with Wellpath’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement:

- A. This Agreement (including all its lettered Exhibits A–E)
- B. Wellpath’s Technical & Price Proposal for RFP #25172, dated May 9, 2025; and
- C. Lake County, Illinois, Request for Proposals # 25172, Juvenile Healthcare Services, April 2025.

AOIC – Administrative Office of the Illinois Courts

Average Daily Population (“ADP”) – For the purpose of calculating adjustments on monthly reconciliations, the Average Daily Population shall equal 35.

Contract Year – The initial and any successive 12-month period beginning with the effective date of the Agreement.

County Residents – A Resident held under the jurisdiction of the 19th Judicial Circuit Court. However, County Residents housed outside of Lake County (outside of the County’s jurisdiction) are not covered by the provisions of this Agreement unless Wellpath administers health care services at the other facility and the services are specifically set forth below.

Covered Persons – A Resident at Hulse or FACE-IT who is: (1) part of the Hulse and FACE-IT Monthly Average Daily Population (MADP); and (2) Fit for Detainment. NOTE: Covered Persons include “Other County Residents” for purposes of delivery of basic health care services, but the cost of certain services provided to Other County Residents are borne by the County, as set forth in Section 5.0.

Detainee – A Resident individual who is housed at the Hulse and FACE-IT.

Exhibits – The following Exhibits are attached hereto and incorporated herein:

- **Exhibit A:** Staffing Matrix
- **Exhibit B:** Penalties
- **Exhibit C:** Minimum Hourly Rates by Position
- **Exhibit D:** Form for Daily Reporting – Sample Form
- **Exhibit E:** Weekly Staffing Schedule – Sample Form

Fit for Detainment – Initial intake screenings are conducted by custody staff at Hulse and FACE-IT upon arrival with review by Wellpath nurses. A Wellpath nurse will respond to any medical concerns that the staff may discover during the time of admission. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health and support staff provided or administered by Wellpath.

IDJJ – Illinois Department of Juvenile Justice

Resident – A juvenile individual who is being housed at Hulse or FACE-IT.

Monthly Average Daily Population (MADP) – MADP is defined/calculated by the average number of Residents-housed at Hulse and FACE-IT on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Residents. The MADP shall be calculated by summing the daily population at Hulse and FACE-IT (including Other County Residents) for each day of the month and dividing this sum by the total number of days in the month. The count shall be performed at the same time each day. Hulse and FACE-IT records shall be made available to Wellpath upon request to verify the MADP. Persons on home confinement, housed outside of Hulse and FACE-IT, and parolees and escapees shall not be considered part of the Hulse and FACE-IT MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Resident– A Resident under the jurisdiction of another county, state, or federal agency, who is being housed at Hulse or FACE-IT.

Physician Extender – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Specialty Services – Medical services that require physicians to be licensed or board certified in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

Wellpath Chief Clinical Officer – Wellpath’s Chief physician, who is vested with certain decision-making duties under this Agreement.

ARTICLE I: HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. Wellpath shall administer health care services and related administrative services at the Hulse and FACE-IT according to the terms and provisions of this Agreement and Agreement Documents. The costs of the various health care services shall be borne by Wellpath or the County as set forth herein.
- 1.1 GENERAL HEALTH CARE SERVICES. Wellpath will provide or arrange for the provision of the following health care services:
 - 1.1.1 RECEIVING SCREENING. Under ordinary circumstances, a receiving screening of a Covered Person shall be performed within 24 hours after a Covered Person's arrival at Hulse or FACE-IT. Where ordinary circumstances do not exist, Wellpath shall report the circumstances as part of its Daily Statistics reporting (see § 3.2 of this Agreement). A Registered Nurse will perform a receiving screening on all detainees upon their arrival at the Hulse and FACE-IT to ensure that emergent and urgent health needs are met in accordance with NCCHC standards. Receiving screenings will be conducted in accordance with NCCHC standards, as well as the operating procedures of Hulse and FACE-IT. Wellpath staff will notify staff at Hulse or FACE-IT of individuals requiring focused oversight, treatment, or management, or those with serious medical, mental health, or dental conditions. During the receiving screening process:
 - **Notice of right to care.** Wellpath staff shall advise all detainees of their right to access care and the process for requesting healthcare services in compliance with NCCHC standards. Information regarding access to healthcare will be communicated upon arrival at Hulse or FACE-IT, both orally and in writing in a language that the detainee and his or her legal guardian understand. Provisions will be made to ensure that non-English-speaking individuals understand how to obtain healthcare.
 - **Obtaining information related to continuity of care.** Wellpath staff shall ask each detainee and/or legal guardian about preferred providers and medical, dental, or mental health treatment in progress. When it is determined that a detainee was receiving medical or mental healthcare in the community, nursing staff shall attempt to verify medications and obtain treatment information from community providers to facilitate continuity of care in compliance with NCCHC standards.
 - **Withdrawal management.** Wellpath will provide medically supervised on-site withdrawal management services in accordance with all applicable NCCHC standards of treatment. When medically indicated, patients will undergo medical stabilization for withdrawal management, minimizing risk of adverse symptoms and the need for off-site treatment.
 - **Jewelry.** At the receiving screening, Wellpath shall remove all of the detainee's visible jewelry and piercings, if the person is unable to remove it him- or herself (excluding any subdural implants). The removed jewelry and piercings are to be placed with the detainee's belongings at time of booking, and medical staff shall notify the nonmedical staff at Hulse or FACE-IT if an individual refuses to allow the removal of his or her jewelry.
 - **HIV Medication.** If a Covered Person is booked into the facility and discloses that he or she has been medically diagnosed with HIV, it is the responsibility of the medical staff at Hulse or FACE-IT to verify

HIV medication availability in the community at the time of intake. Wellpath will also verify AIDS Drug Assistance Program (“ADAP”) enrollment, and if the individual is not enrolled in the ADAP program, Wellpath will enroll that individual. The County will coordinate payment for the individual’s HIV medication supply as a pass-through on the monthly offsite/pharmacy invoice while the individual’s ADAP application is pending. If the individual’s ADAP application is rejected, the County will continue to coordinate payment of the HIV medication in the monthly offsite/pharmacy invoice. Once the individual is enrolled in the ADAP program, Wellpath medical staff will send the prescription to the Pharmacy selected by the County. Once the medication is ready, Wellpath medical staff will pick up the medication from the Pharmacy.

- 1.1.2 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed by a Registered Nurse or a licensed healthcare professional with a higher level credential as soon as possible, but no later than seven (7) calendar days after the Resident’s arrival at Hulse or FACE-IT, as required by NCCHC standards. The health assessment shall follow current NCCHC guidelines, and Wellpath shall conduct an annual physical on all Residents who have been detained at the facility for over one year. Wellpath shall follow-up on health problems identified during the physical examination and/or any tests. A physician will review this follow-up for disposition and formulating a care plan. Patients referred for treatment based on the physical examination shall be seen the following day unless the referring provider specifies a different day (except for life-threatening discoveries).
- 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls daily for Covered Persons on a timely basis and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week. Wellpath shall allocate sufficient healthcare staff for the sick call process to allow all Residents to be seen in a timely manner in compliance with NCCHC standards, and to ensure consistency of care in compliance with NCCHC standards.
- 1.2 AMBULANCE SERVICE – PASS-THROUGH COVERAGE. Wellpath shall arrange for the provision of ambulance services. Should Wellpath incur any costs for these services, Wellpath shall pass through the actual cost to the County on the monthly offsite and pharmacy invoice.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Wellpath Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL – NOT COVERED.
- 1.5 ELECTIVE MEDICAL CARE – NOT COVERED. Wellpath shall not be responsible for the provision or cost of any elective care. In the event a Resident requires elective care, the Resident shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would **not**, in the sole opinion of Wellpath’s Chief Clinical Officer or designee, cause the Detainee’s health to deteriorate or cause harm to the Detainee’s wellbeing. Decisions concerning elective medical care shall be consistent with applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION – PASS-THROUGH COVERAGE. Wellpath shall be responsible for arranging for the provision of any hospitalization services. Should Wellpath incur any costs for these services, Wellpath shall pass through the actual cost to the County on the monthly offsite and pharmacy invoice.

- 1.7 MENTAL HEALTH CARE. Wellpath shall provide a prescriber for mental health medication and appropriate referrals, crisis management, suicide intervention, basic community linkage, and continuity of care.
- 1.8 OFF-SITE SERVICES – PASS-THROUGH COVERAGE. For medical services provided off site, Wellpath shall pass through the actual cost to the County on the monthly offsite and pharmacy invoice.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES – PASS-THROUGH COVERAGE. When Wellpath is capable of providing pathology and radiology services onsite (also referred to as laboratory and x-ray services), then Wellpath shall be responsible for their cost. Should Wellpath incur offsite costs for these services, then Wellpath shall pass through the actual cost to the County on the monthly offsite and pharmacy invoice.
- 1.10 PREGNANT COVERED PERSONS – PASS-THROUGH COVERAGE. Wellpath shall arrange for on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement. Wellpath shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, Wellpath shall make appropriate arrangements for rendering such care. Should Wellpath incur any costs for these services, Wellpath shall pass through to the actual cost to the County on the monthly offsite and pharmacy invoice.
- 1.11 SPECIALTY SERVICES – PASS-THROUGH COVERAGE. Wellpath shall be responsible for facilitating the provision of any Specialty Services.
- 1.12 VISION AND HEARING SCREENING – PASS-THROUGH COVERAGE. Vision and hearing screening are a part of the initial health appraisal and annual health assessment.
- 1.13 SUPPLIES AND EQUIPMENT. Wellpath shall be responsible for:
 - i. Covering the costs, procurement, maintenance, and repair of all medical and office supplies and equipment Throughout the term of this Agreement, Wellpath will utilize and maintain the County-owned equipment, ensuring that all medical equipment remains the property of Lake County following the close of the agreement.
 - ii. Wellpath is responsible for the cost of all additional supplies and equipment needed to provide health care.
 - iii. Wellpath will be responsible for the repair or maintenance of existing medical and dental equipment and obtaining all certifications and inspections required on the equipment.
 - iv. Subject to written authorization from Lake County, Wellpath may install any new equipment it deems necessary. Wellpath will consult with Lake County regarding the disposition of any County owned equipment. Any equipment installed may be taken by Wellpath within 14 days of the expiration of the contract unless Lake County agrees to the purchase of the equipment. If the contract is terminated for cause, then the equipment shall remain in place, for a term not to exceed ninety (90) days, until the medical unit is being operated by another vendor or by Lake County itself.
 - v. File cabinets, desks, chairs, and other office equipment supplied by the County, which are currently on-site, will remain in the medical unit. Those items will remain the property of the County at the termination of the contract.

- vi. Wellpath is responsible for all fax machines, printers, and other similar office equipment that it deems necessary to fulfill the terms of this contract. Wellpath will be responsible for photocopying fees and machines relating to its ability to perform services in this proposal. Equipment purchased by Wellpath will remain the property of Wellpath.
 - vii. Wellpath will be responsible for procuring and stocking all medical, laboratory and pharmaceutical supplies for the routine and specialty care of all Residents. Upon termination of the contract, all remaining supplies shall be converted to County inventory. At contract termination, Wellpath must ensure that at least a 30-day supply of medical, lab, first-aid, office supplies, and pharmacy supplies remains on-site to ensure continuity of care during the transition of services. All medical supplies remaining may be used or consumed by Wellpath without obligation or cost.
 - viii. Wellpath will be responsible to provide, stock, and check first aid kits on a monthly basis. There must always be a minimum of **5 kits** on site at Hulse and FACE-IT.
 - ix. Wellpath will be responsible for monthly inspections of the AED equipment, which includes, but is not limited to, verifying the unit is operable with battery charged, ensuring AED pads are not expired, and confirming the PPE such as gloves, gowns, N95 masks, and shoe covers are sufficiently stocked to be available at all times and in place. Following completion of the monthly inspection, Wellpath shall deliver the monthly log, or similar report containing inspection results, to the Superintendent of Detention or designee.
 - x. Wellpath will be responsible for the collection of all IDs assigned to medical staff whose employment has been terminated at Hulse or FACE-IT.
- 1.14 MEDICAL WASTE – DIRECT PAYMENT BY COUNTY. Biohazardous waste disposal at the Hulse and FACE-IT is governed by state laws, OSHA-regulated standards, and the facilities’ policies and procedures, all of which include proper containment, housing, and disposal of such waste. Wellpath will continue to collect, store, and remove infectious waste and sharps containers following state and federal regulations. Wellpath staff shall ensure the proper disposal of sharps using designated containers and follow standard precautions to minimize the risk of exposure to blood and other bodily fluids. Wellpath will continue to work with the County’s contracted service provider and the Court to maintain a regular pickup schedule, with pickup frequency based on volume and storage space availability. Wellpath’s Health Services Administrator will continue to maintain pickup tracking forms on site. County shall bear the cost of and pay the County’s contracted service provider directly.
- 1.15 PHARMACY SERVICES – PASS-THROUGH COVERAGE. Wellpath shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Prescribing, dispensing, and administering medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider. Except as provided below, Wellpath shall bear the cost of all prescription and non-prescription over-the-counter medications that are prescribed by a duly licensed Wellpath physician for a Covered Person. All expenses under this Section shall be referred to as “pass-through” costs. Wellpath will invoice the County based on the actual paid claim costs and the billing will be included in the monthly offsite and pharmacy invoice.

Upon a Covered Person’s release from custody, Wellpath shall comply with NCCHC standards for discharge planning, which requires that an individual have a sufficient supply of medication to be able to continue taking medication until seen by a community provider. Individuals released from detention shall receive vouchers that give them the ability to receive 14 days’ worth of prescribed psychotropic medication and 7 days’ worth of all other prescribed medication. Resident’s that are transferred to a residential treatment program shall be provided vouchers for 5-7 days of

medication.

1.16 FINANCIAL LIMITATIONS. Intentionally Left Blank.

1.17 TECHNOLOGY SERVICES. Wellpath shall provide at no additional cost to the County:

- i. The forms or other modifications that Wellpath uses with CorEMR;
- ii. All computers, wiring and other equipment needed for Wellpath's staff to access CorEMR at Hulse and FACE-IT;
- iii. eConsult System, which shall be operational within one month of commencing services; and
- iv. Client Portal – to be operational within four months of commencing services.

1.18 Omitted

1.19 ACCREDITATION. Wellpath has extensive experience achieving and maintaining NCCHC accreditation and a proven record of obtaining first-time accreditation. In the event that the County wishes to pursue NCCHC accreditation for Hulse or FACE-IT at any time during the contract term, Wellpath will ensure that Hulse and FACE-IT's medical program is audit-ready for accreditation. The Wellpath Compliance and Accreditation Department will work with the site leadership team to address documentation requirements.

ARTICLE II: HEALTH CARE STAFF

2.0 STAFFING HOURS. Wellpath shall provide the Health Care Staff set forth in the Staffing Matrix at **Exhibit A**, which the parties agree is necessary to render the healthcare services contemplated in Article I. Wellpath reserves the right to assign the staff in **Exhibit A** to shift coverage, as necessary based on operational needs, to provide the healthcare services under this Agreement. Wellpath's staff members who are assigned to cover a position shall have credentials equal to or exceeding the credentials required for the position.

2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice.

2.0.2 Wellpath shall provide an on-call Physician Extender available by telephone or pager 24 hours per day and 7 days per week.

2.0.3 Wellpath shall make reasonable efforts to supply the staffing levels contained in this section, but failure to continuously supply all the required staffing due to labor market demands or other factors outside the control of Wellpath, after such reasonable efforts have been made, shall not constitute a breach of this Agreement. "Reasonable efforts," for the purpose of this section, shall include things such as the following: (a) posting open job positions in an online network commonly used by job seekers; (b) working with staffing agencies; (c) attending job fairs, including those held by the Lake County Health Department; (d) working with the Lake County Workforce Development and Job Center; (e) working with the College of Lake County or other similar educational institutions.

2.0.4 The County shall be entitled to payment credits under the criteria contained in **Exhibit B**.

2.1 STAFFING LEVEL MODIFICATIONS. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Resident population, and other unforeseen

circumstances, certain increases or decreases in staffing requirements may be modified, but only as agreed to by the County and Wellpath in writing.

- 2.2 STAFF SCREENING. The County shall screen Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at Hulse and FACE-IT to ensure they do not constitute a security risk. The County will perform, at its own cost, annual background checks on Wellpath's employees, agents, and subcontractors. The County shall have final approval of Wellpath's Health Care Staff, employees, agents and/or subcontractors based on the results of these security/background clearances.

For Hulse and FACE-IT and on an annual basis, Wellpath shall be responsible for its medical staff's authorized access renewal each January. All expenses of the annual renewal will be paid for by the County.

- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes reasonably and justifiably dissatisfied with any member of the Health Care Staff, the County shall provide Wellpath written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, Wellpath shall use reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the reasonable satisfaction of the County within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the individual from providing services at Hulse or FACE-IT within a reasonable time frame, not to exceed seven (7) days, unless the removal will substantially affect Wellpath's ability to deliver health care services. The County reserves the right to revoke the security clearance of any member of the Health Care Staff at any time.

- 2.4 CONVERTED EXISTING STAFF BENEFITS. All existing staff who worked under the County's previous health care contract and who are benefits-eligible and retain their current position as a Wellpath employee shall be entitled to full medical benefits beginning the first day of the Agreement.

ARTICLE III: ADMINISTRATIVE SERVICES

- 1.0 UTILIZATION MANAGEMENT. Wellpath shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the County. Wellpath will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County apprised of its utilization management practices.

- 1.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. Wellpath shall conduct an ongoing health and mental health education and training program for Juvenile Counselors in accordance with the needs mutually established by the County and Wellpath.

- 1.2 REPORTS.

- 3.2.1 DAILY STATISTICS. Wellpath shall submit daily statistics based on the sample form attached to this Agreement as **Exhibit D**.

- 3.2.2 STAFFING SCHEDULES. On a biweekly basis, Wellpath shall submit (1) on the Friday prior to the next biweekly staffing schedule, a two-week staffing schedule outlining the staff scheduled to work in the upcoming two weeks; (2) on Mondays following the end of a biweekly schedule, a corrected schedule showing the staff who actually worked for the previous two weeks. These schedules shall be in substantially the same form as shown on **Exhibit E**.

- 3.2.3 MONTHLY REPORTS. As requested by the Court, Wellpath shall submit monthly

healthcare reports concerning the overall operation of the healthcare services program rendered pursuant to this Agreement and the general health of the Hulse and FACE-IT population. The monthly reports shall be in substantially the same form as the “Sample Reports” contained in Wellpath’s RFP response.

- 3.2.4 MONTHLY MEETINGS. As requested by the Court, Wellpath shall meet monthly, or as soon thereafter as possible, with the Court, or designee, concerning healthcare services within Hulse and FACE-IT, and discuss any proposed changes in health-related procedures or other matters that the Parties deem necessary.
- 3.3 MEDICAL RECORDS MANAGEMENT. Wellpath shall provide the following medical records management services:
 - 3.3.1 MEDICAL RECORDS. Wellpath Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received healthcare services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from Hulse and FACE-IT to another location for off-site services, or transferred to another institution. Wellpath will keep medical records confidential and shall not release any information contained in any medical record except as required by published Hulse and FACE-IT policies, by a court order, or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Court, as property of the Court. Wellpath agrees to use the currently existing **CorEMR** medical records system in place at Hulse and FACE-IT. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and any other applicable state or federal privacy statute or regulation.
 - 3.3.2 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Wellpath shall make available to the Court or County, unless otherwise specifically prohibited, at the Court’s or County’s request, all records, documents and other papers relating to the direct delivery of healthcare services to the Residents of Hulse and FACE-IT.
- 3.4 TUBERCULOSIS TESTING AND FLU VACCINATIONS. The County acknowledges that TB testing and vaccinations for County employees will be the responsibility of the Lake County Health Department.

ARTICLE IV: PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, Wellpath shall only be required to arrange for healthcare services under this Agreement for Covered Persons.
- 4.1 EMERGENCY MEDICAL CARE FOR EMPLOYEES AND VISITORS. Wellpath shall arrange for on-site first response emergency medical care as required for employees, contractors, and visitors to Hulse and FACE-IT. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual’s referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. In no event shall Wellpath be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, Hulse and FACE-IT, including, but not limited to, releasees, and absconders.

ARTICLE V: PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY RESIDENTS. The cost of all prescription medications and all other healthcare expenses shall be paid by the agency responsible for the Other County Resident, including those services listed in Article I of this Agreement and all other medically-related expenses associated with Other County Residents.
- 5.1 COUNTY RESIDENTS HOUSED IN OTHER JURISDICTIONS OR OUTSIDE OF HULSE OR FACE-IT. Other than facilitating an orderly transfer of care to another provider, Wellpath shall not be responsible for arranging the medical care or treatment for County Residents housed in other counties or jurisdictions. The County or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County Residents removed from Hulse or FACE-IT, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with these Residents, unless a Resident is housed in a facility where Wellpath provides health care services. Wellpath shall not be responsible for arranging the medical care or treatment for County Residents housed outside Hulse or FACE-IT.
- 5.2 INJURIES PRIOR TO DETENTION, FIT FOR DETAINMENT, AND ESCAPED RESIDENTS. Wellpath shall not be responsible for the cost of providing off-site medical care for injuries incurred by a detained person prior to detention at Hulse or FACE-IT or during an escape or escape attempt, including, but not limited to, medical services provided to any detained person prior to the person's booking and detention at Hulse or FACE-IT. Similarly, Wellpath shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any detained person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. In all cases, Wellpath shall provide such care as is medically necessary until the detained person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Detainment. Wellpath shall not charge an additional fee simply to examine an individual to determine if they are suitably Fit for Detainment.

ARTICLE VI: COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. The Parties understand and agree that there will be costs incurred for healthcare-related services, as outlined in Articles I, II and III above. Wellpath shall not be responsible for any expenses excluded in Articles I, II and III of this Agreement. In the event that any of the healthcare services not covered by Wellpath under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Hulse and FACE-IT population as a result of the medical judgment of Wellpath's authorized personnel, then Wellpath shall not be responsible for the cost of such services, which shall be billed directly to the County.

ARTICLE VII: COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County and its employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 and any State health information privacy laws, to the extent they are applicable. The County shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Wellpath shall identify to the Court

those members of the Hulse and FACE-IT population with medical or mental health conditions that may be worsened as a result of being incarcerated at Hulse or FACE-IT, or who may require extensive care while detained. After review of the circumstances, and when security risks permit, the Court shall make every effort to have such a Resident released, transferred, or otherwise removed from the correctional setting.

- 7.2 **RECORD ACCESS.** During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Court shall provide Wellpath, at Wellpath's request, records (including medical records) relating to the provision of health care services to the Hulse and FACE-IT population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Hulse and FACE-IT population (to the extent the County, Hulse and FACE-IT or Court has control of, or access to, such records). Wellpath may request such records in connection with the investigation of, or defense of, any claim by a third party related to Wellpath's conduct or to prosecute a claim against a third party. Any such information provided by the Court to Wellpath that the Court considers confidential shall be kept confidential by Wellpath and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Court.
- 7.3 **USE OF RESIDENTS IN THE PROVISION OF HEALTHCARE SERVICES.** Residents of Hulse and FACE-IT shall not be employed or otherwise engaged or utilized by either Wellpath or the Court in rendering any healthcare services to the Hulse and FACE-IT population, provided however, that Residents may be used in positions not involving the rendering of healthcare services directly to the Hulse and FACE-IT population and not involving access to Hulse and FACE-IT population records, all in accordance with NCCHC standards.
- 7.4 **SECURITY OF HULSE AND FACE-IT AND WELLPATH.** Wellpath and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Wellpath, as well as for the security of the Hulse and FACE-IT population and Court's staff, consistent with a correctional setting. The Court shall provide security sufficient to enable Wellpath, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Court while at the Hulse and FACE-IT or other premises under the Court's direction or control. If a Wellpath Health Care staff member, employee, agent, or subcontractor refuses to provide any service due to security concerns, Wellpath shall immediately alert a member of the Hulse and FACE-IT's Superintendent of Detention or designee so that the parties can work to remedy the issue.
- 7.5 **COUNTY'S POLICIES AND PROCEDURES.** Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's posted security Policies and Procedures, which impact the provision of medical services.
 - 7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by Wellpath at the Hulse and FACE-IT, and Wellpath may make a reasonable number of copies of any specific sections it requires.
 - 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Hulse and FACE-IT population, and which has not been made available to Wellpath, shall not be enforceable against Wellpath unless otherwise agreed upon by both Parties.
 - 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Wellpath. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Wellpath.

- 7.5.4 If any of the County's Policies and Procedures specifically relate to the delivery of medical services, the County's representative and Wellpath shall review the County's Policies and Procedures and modify or remove those provisions that conflict with Wellpath's Hulse and FACE-IT Health Care Policies and Procedures.
- 7.6 **DAMAGE TO EQUIPMENT.** Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County and/or Court's employees.
- 7.7 **SECURE TRANSPORTATION.** The Superintendent of Detention shall provide security as necessary and appropriate in connection with the transportation of a member of the Hulse and FACE-IT population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Wellpath. Wellpath shall coordinate with the Superintendent of Detention for transportation to and from the off-site services provider or hospital.
- 7.8 **NON-MEDICAL CARE OF HULSE AND FACE-IT POPULATION.** It is understood that the Superintendent of Detention shall provide for all of the non-medical personal needs and services of the Hulse and FACE-IT population, as required by law. Wellpath shall not be responsible for providing, or be liable for failing to provide, non-medical services to the Hulse and FACE-IT population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
- 7.9 **HULSE AND FACE-IT POPULATION INFORMATION.** In order to assist Wellpath in providing the best possible health care services to Covered Persons, the Superintendent of Detention shall provide, as needed, information pertaining to the Covered Person that Wellpath has identified as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.

ARTICLE VIII: COMPENSATION AND ADJUSTMENTS

- 8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The fixed base annual amounts for year one and year two shall be as follows:

	Annual	Monthly
Year One Beginning 2025	\$491,160	\$40,930
Year One Beginning 2026	\$491,160	\$40,930

Each year, the base annual amount shall be payable in equal monthly installments. Each monthly installment shall be pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Wellpath on December 1, 2025, for services to be administered in the month of December 2025. Thereafter, Wellpath will generate monthly invoices approximately thirty (30) days before the month of service. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

- 8.0.1 **PASS-THROUGH MODEL.** Consistent and compatible with the stand-alone payment obligations within Section 8.0, the parties have consented to this Agreement adhering to and incorporating pass-through model "duties and obligations"¹ for which the County and

¹ "Duties" meaning Wellpath's agreement to provide or arrange for the provision of certain medically necessary

Wellpath are responsible. Therefore, all expenses directly related to off-site and pharmacy services will be referred to as “pass-through” costs. These pass-through costs are expenses which cover services provided by Wellpath and/or other appropriate healthcare providers including, but not limited to hospitals, pharmacy, physicians, specialists (on-site or off-site), physical therapy, dialysis, medical supplies, wages, benefits, and equipment vendors, whether or not each is under subcontract with Wellpath. Wellpath will invoice the County based upon the actual paid cost of claims. The paid claim costs will be passed through to the County on the monthly offsite services and pharmacy invoice.

8.1 MONTHLY RECONCILIATION PROCESS. Wellpath will provide a monthly reconciliation with the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:

8.1.1 ADJUSTMENT FOR MADP. For each month reconciled, if the Hulse and FACE-IT’s MADP is greater than 35 Residents, the compensation payable to Wellpath by the County shall be increased by an amount determined by taking the number of Residents over 35 multiplied by a per diem rate of \$2.23. Also, for each month reconciled, if the Hulse and FACE-IT’s MADP is lower than 35 Residents, the compensation payable to Wellpath by the County shall be decreased (a credit to the County) by an amount determined by the number of Residents under 35 multiplied by a the per diem rate of \$2.23.

8.1.2 MONTHLY ADJUSTMENTS FOR WITHHOLDS AND PENALTIES. Monthly reports shall be provided to validate possible invoice withholds and penalties stated in Invoice Withholds / Penalties.

ARTICLE IX: TERM AND TERMINATION

9.0 TERM. The initial term of this Agreement shall be for two (2) years from December 1, 2025, at 12:01 a.m. through November 30, 2027 at 11:59 p.m. The County reserves the right to renew this Agreement for three (3) additional one-year periods following the initial term, with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent annual renewal following the initial two-year term of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate an increase in accordance with CPI as defined in Paragraph 9.0.1.1 or 4.0% of the ANNUAL AMOUNT, whichever is lower

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The “Price Index” is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.0.1.2 AUDIT OF HOURLY RATES OF PAY. For each renewal period, Wellpath shall provide Lake County the Minimum Hourly Rates by Position, attached hereto and

services for Covered Persons and the payment of the same. “Obligations” meaning the County’s affirmative obligation to timely reimburse Wellpath for any and all pass-through expense costs made on a Covered Person’s behalf.

incorporated herein as **EXHIBIT C**, rates of pay for each position covered by the Agreement. The hourly rates of pay for positions shall be determined by a market rate analysis based on data provided by the Lake County Workforce Development Center, as well as data gathered based on the average hourly rates per position in Lake County, Illinois.

- 9.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.
 - 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Wellpath, the County shall act in good faith and make every effort to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.
 - 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Wellpath.
- 9.2 **TERMINATION DUE TO WELLPATH'S OPERATIONS.** The County reserves the right to terminate this Agreement immediately upon written notification to Wellpath in the event that Wellpath discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered without cause.
- 9.3 **TERMINATION FOR CAUSE.** The Agreement may be terminated for cause under the following provisions:
 - 9.3.1 **TERMINATION BY WELLPATH.** Failure of the County to comply with any material provision of this Agreement shall be considered grounds for termination of this Agreement by Wellpath upon sixty (60) days' advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) business days to provide a written response to Wellpath. If the County provides a written response to Wellpath which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of the Wellpath, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Wellpath
 - 9.3.2 **TERMINATION BY COUNTY.** Failure of Wellpath to comply with any material provision of this Agreement shall be considered grounds for termination of this Agreement by the County, which shall provide sixty (60) days' advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Wellpath shall have ten (10) business days to provide a written response to the County. If Wellpath provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the County, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.
- 9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, the County or Wellpath, without prejudice to any other rights they may have, may terminate this Agreement for their convenience and without cause by giving **180 days'** advance written notice to the other party.

- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay Wellpath for all services rendered by Wellpath up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.
- 9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, Wellpath shall be allowed to remove from the Hulse and FACE-IT any stock medications or supplies purchased by Wellpath that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the Hulse and FACE-IT including its proprietary Policies and Procedures, Manuals, Training Material, Forms, and confidential/privileged documents.

ARTICLE X: LIABILITY AND RISK MANAGEMENT

- 10.0 **INSURANCE COVERAGE.** Wellpath shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:
- 10.0.1 **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** All Psychiatric/Medical/Healthcare Providers shall maintain professional insurance covering liability arising out of acts, omissions, errors in the performance of all professional services performed by or on behalf of Wellpath pursuant to this Agreement including, but not limited to, diagnosis, treatment, aftercare, and health management, with limits of insurance not less than the following:
 \$3,000,000 Each Claim
 \$6,000,000 Aggregate
- If such insurance is written on a claims-made basis, Wellpath shall maintain such insurance (directly or through tail coverage) for a period of not less than 3 years after the termination or expiration of this Agreement. The retroactive date applicable to such claims-made insurance, if any, must precede the first date of the term of this Agreement.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Commercial General Liability (CGL) insurance on an occurrence basis at least as broad as Insurance Services Office (ISO) Form CG 00 01., covering property damage, bodily injury (including death), and other damages arising out of:
 –Premises and Operations
 –Independent Contractors
 –Products/Completed Operations
 —Personal and Advertising Injury
- With limits of liability not less than:
 \$3,000,000 per occurrence
 \$1,000,000 Personal and Advertising injury limit,
 \$6,000,000 in the General aggregate.
- 10.0.3 **WORKER'S COMPENSATION (Coverage A) AND EMPLOYERS LIABILITY (Coverage B).** Workers Compensation Insurance covering all liability of Wellpath arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Wellpath's employees, with limits listed below:

Employers Liability:

Each Accident \$1,000,000

Disease-Policy Limit \$1,000,000

Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

- 10.0.4 AUTOMOBILE LIABILITY INSURANCE. Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed. Wellpath's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:
\$ 1,000,000 Combined single Limit (Each Accident)

- 10.0.5 CYBER LIABILITY. Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:
\$1,000,000 per occurrence limit

- 10.0.6 LIABILITY INSURANCE CONDITIONS. Proposers Wellpath agrees that with respect to the above required insurance:

–The foregoing insurance shall be maintained with insurers that are authorized to do business in Illinois, and that have an A.M. Best rating of A- and a financial size category rating of VII or better, and/or equivalent ratings from a recognized insurance company rating agency.

–insurance policy required herein shall not be canceled, except with notice from Wellpath to the County.

–For any claims caused by the sole negligence of Wellpath, Wellpath's insurance shall be primary and non-contributory to any other insurance or self-insurance maintained by or available to the County. If Wellpath and the County both contribute to the event of a claim or loss, each party shall look to their own insurance or self-insurance as primary for defense and indemnification.

–Lake County, the 19th Judicial Circuit Court, and all of their respective officials, employees, volunteers, agents (collectively, the "Additional Insureds") shall be covered as additional insureds on Wellpath's: (i) CGL and excess/umbrella policies for liability arising out of Wellpath's work, premises, operations, products, and completed operations relating to this Agreement; and (ii) commercial auto policy. A blanket additional insured correctional healthcare endorsement is preferred.

–If Wellpath maintains broader coverage and/or higher limits than the minimums required herein, the Additional Insureds shall be entitled to the broader coverage and/or higher limits.

–Wellpath hereby grants to the County a waiver of any right to subrogation which any insurer of Wellpath may acquire against the County by virtue of the payment of any loss under such insurance. Wellpath agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this waiver shall apply regardless of whether Wellpath has procured such waiver of subrogation endorsement.

–Prior to the commencement of the term of this Agreement and annually thereafter,

Wellpath shall provide to the County an original Certificate of Insurance that: (i) states the insurance limits, policy numbers, and insurers for all required insurance; and required endorsements of which much be attached to the Certificate of Insurance. Neither the County's failure to demand a Certificate of Insurance nor its failure to identify a deficiency in Wellpath's Certificate of Insurance or endorsements attached thereto shall be construed as a waiver of any of Wellpath's obligations to maintain such insurance. Such Certificates of Insurance and endorsements must be sent to the following address"

Lake County
Purchasing Division
18 N County 9th Floor
Waukegan, IL 60085
Purchasing@lakecountyil.gov

10.0.7 SETTLEMENT. Wellpath shall endeavor to notify the County of resident healthcare litigation settlements that affect or involve Lake County before such settlement is finalized.

- 10.1 PROOF OF INSURANCE. Wellpath shall provide the County proof of professional liability or medical malpractice coverage for Wellpath's Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. Wellpath shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If Wellpath fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Article IX, and insurance coverage—along with proof of it—shall be considered a material term of this Agreement.
- 10.2 INDEMNIFICATION. To the fullest extent permitted by law, Wellpath agrees to indemnify, hold harmless and defend the Court and County, their employees, elected officials, volunteers, and agents, and each of them against and hold it and them harmless from any and all lawsuits, claims, actions, demands, judgments or liabilities, fines, penalties, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with this Agreement. The foregoing indemnity shall apply for any claims stated against the Court and County (their employees, elected officials, volunteers, and agents) that relate to the services provided for in Articles I–III of this Agreement. The foregoing indemnity shall apply except to those injuries, deaths or damages which are caused by the sole intentional, reckless, or negligent conduct of the County, its agents, servants, or employees. Nothing in this agreement shall be deemed to create a right or obligation of defense for any claims not related to the provision of services under Articles I-III of this Agreement.

The County shall provide notice to Wellpath promptly of any such claim, suit, or proceeding (which merits indemnification), and will assist Wellpath, at Wellpath's expense, in defending any such claim, suit, or proceeding. Wellpath's duty to defend the County under this section is independent and separate from its duty to indemnify, and its duty to defend shall exist regardless of any ultimate liability of the County. Wellpath's duty to defend shall arise immediately upon receipt of written notice from the County of an indemnifiable claim which alleges facts that objectively indicate that the injury, death, or damage occurred during Wellpath's exercise (or failure to exercise) its duties and responsibilities under this Agreement. In other words, a duty to defend may arise even in cases where Wellpath is not a named party, but the facts, as credibly pled, objectively indicate that the injury, death, or damage constitutes an indemnifiable claim.

- 10.3 HIPAA & PSQIA. Wellpath, the County, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of federal privacy laws (including but not limited to HIPAA, the Patient Safety and Quality Improvement Act (“PSQIA”), 42 CFR Part 2, etc., hereinafter “FPL”) as they apply to the services provided under this Agreement. Further, the County understands and agrees that Wellpath’s Patient Safety Work Product under PSQIA is not subject to audit or discovery.

ARTICLE XI: MISCELLANEOUS

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which Wellpath, its employees, agents or subcontractors perform hereunder, or Wellpath to exercise control or direction over the manner or methods by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.
- 11.1 SUBCONTRACTING. In performing its obligations under the Agreement, it is understood that Wellpath is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Wellpath may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this Agreement. Wellpath shall engage Contract Professionals that meet the applicable professional licensing requirements and Wellpath shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Wellpath may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Wellpath as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. Wellpath will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Residents at the Hulse and FACE-IT. The Parties agree that they have not entered into this Agreement for the benefit of any third person or

persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 **CHANGES IN SCOPE.** If at any time during the Term of this Agreement, there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 60 days advance written notice.
- 11.8 **ASSIGNMENT.** Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Wellpath may assign its rights or delegate its duties to an affiliate of Wellpath, or in connection with the sale of all or substantially all of the stock assets or business of Wellpath, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.9 **NOTICES.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile or email to the contact of the Party listed below:

If for Wellpath:
Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

If for Lake County:
Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085-4350
Purchasing@Lakecountyil.gov

Such address may be changed from time to time by either Party by providing written notice as provided above.

- 11.10 **GOVERNING LAW & DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction. Venue shall be exclusively in the Nineteenth Judicial Circuit Court of Lake County, Illinois, or in the federal Northern District of Illinois, Eastern Division. Should the Parties disagree as to the other's obligation to indemnify, or as to the apportionment of fault between the Parties, the Parties' executive leadership shall meet and negotiate, in good faith, the resolution of such disagreement. Should the Parties be unable to resolve the disagreement through

negotiation, the Parties shall retain a mutually agreeable third-party mediator, who shall resolve the disagreement through mediation. The costs of all such mediation shall be borne equally by the Parties, and any mediation shall conclude within 90 days of initiation.

- 11.11 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.12 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.13 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.14 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.15 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.16 ENTIRE AGREEMENT. This Agreement and the Agreement Documents constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.
- 11.17 FREEDOM OF INFORMATION ACT COMPLIANCE. To the extent required by the Illinois Freedom of Information Act (“FOIA”), Wellpath shall cooperate with the County in supplying responses to FOIA requests, consistent with the requirements and exemptions contained in the Freedom of Information Act.
- 11.18 DISCLOSURE OF PERSONAL, CONFIDENTIAL INFORMATION TO THE COUNTY REGARDING WELLPATH EMPLOYEES AND CONTRACTORS. Any disclosure Wellpath makes to the County of personal or confidential information of its employees or contractors shall comply with federal and state law in keeping with recognition and respect for the protectable privacy interests of such employees and contractors under the facts and circumstances.
- 11.19 CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES. If at any time during the Term of this Agreement, the County requests a change in the scope, volume, quality/degree or quantum of services to be provided by Wellpath, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Wellpath notifies the County affects Wellpath’s ability to provide the requested scope of services under the circumstances (a “Material Change Circumstance”), including, but not limited to any of the following:
 - There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to the County’s policies, procedures, practices, or circumstances, any or all of which render performance under the

Agreement partially or completely impracticable or impossible under the Agreement’s existing terms;

- There are changes to legal/regulatory requirements concerning the treatment of County’s patients, or there are changes to the applicable standard of care or changes to the site’s medication formulary, or the United States Food and Drug Administration (“FDA”) or another regulatory body recommends, approves, or issues an emergency use authorization for a new therapy/ies, diagnostics or treatment modality/ies that materially impact the Contractor’s ability to provide services and/or costs under the Agreement;
- Contractor’s performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, County/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an “Emergency Circumstance”).

the parties shall follow the procedures outlined below:

In the event of the occurrence any **Material Change Circumstance**, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days’ notice thereafter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE

County of Lake, Illinois

Name:
Title: Purchasing Manager

Date: _____

Wellpath LLC

Synthia Peterson
Name: **Synthia Peterson**
Title: Central Division President

Date: **9/30/2025**

EXHIBIT A – STAFFING MATRIX

Lake County Juvenile Detention Facility - ADP 35									
Day Shift (8am-8pm)									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/WK	FTEs
Medical Director	2			2				4	0.10
Psychiatrist			2					2	0.05
HSA/ Registered Nurse	12		12		12			36	0.90
Licensed Practical Nurse		12		12		12	12	48	1.20
Total Hours/FTE - Day								90	2.25
TOTAL HOURS/FTE - WEEKLY								90	2.25

In the event Wellpath must replace a psychiatrist, and to facilitate the recruitment of a new provider while maintaining continuity of care, telepsychiatry may be used for up to four continuous weeks as a substitute for on-site services, but Wellpath must have exhausted other options for a psychiatrist to render services on-site. Telepsychiatry may also be used if the psychiatrist is temporarily unavailable due to scheduled time off, but Wellpath shall use its best efforts to substitute on-site services during those periods.

EXHIBIT B: CONTRACTUAL PENALTIES

Accreditation: A penalty of half a monthly payment (1/24th of annual base amount) will be paid to the 19th Judicial Circuit-Juvenile Detention Center in the event that the Juvenile Detention Center is found out of compliance from either IDJJ, or AOIC due to negligence of not meeting the standards of IDJJ and/or AOIC at the Juvenile Detention Center.

A penalty of one (1) monthly payment (1/12th of annual base amount) will be paid to 19th Judicial Circuit-Juvenile Detention Center in the event that the Juvenile Detention Center is found out of compliance from PREA due to negligence of not meeting the standards of PREA at the Juvenile Detention Center.

Staffing/Shift Shortages:

In the event that the weekly hours worked – either by shift or position - do not conform to the approved staffing schedule outlined in the contract, Wellpath shall reduce its monthly invoice to Lake County at 100% of the Bill Rate for the position/category for every hour that was unstaffed. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position.

Wellpath will provide the Hulse and FACE-IT Superintendent 19th Judicial Circuit with a staffing report that details each position's contracted hours, hours worked, hours not worked, and a total reimbursement rate. The total withhold amount must be applied to the invoice for that correlated month and there must be a single line item on the invoice reflecting each categorized withhold (ex. one credit line for total staffing shortages, one credit line for penalties, one line for withholds, etc.).

Penalties		
Event	Withhold amount if not completed within timeframe	Frequency
If Lake County Juvenile Detention Center is found out of compliance from either IDJJ, or AOIC due to negligence of not meeting medical standards of IDJJ, or AOIC accreditation.	Half of one monthly payment (1/24 th of annual base amount)	Per month per instance
If Lake County Juvenile Detention Center is found out of compliance from PREA due to negligence of not meeting the standards of PREA.	One monthly payment (1/12 th of annual base amount)	Per month per instance until compliant with PREA
Staffing/Shift Shortages	100% of the Average Hourly Bill Rate for position for every hour that was unstaffed.	per shift/hours short

TIMING OF PAYMENT OF PENALTIES:

Mutually confirmed penalties shall be reconciled monthly subject to section 8.1.2, *supra*.

EXHIBIT C

Position	Minimum Hourly Rate (not including overhead)
Medical Director/Doctor	\$ 186.71
Psychiatrist	\$ 293.32
Registered Nurse	\$ 59.27
Licensed Practical Nurse	\$ 35.33

EXHIBIT D: FORM FOR DAILY REPORTING – SAMPLE FORM

	Aug.31st-Sept.6th	Monday
		31-Aug
Dental	sick call list	
	Follow-up	
	annual backlog	
Physicals	current day	
	annual	
Psychiatry	New Patient List	
	Follow-up/Case Load	
	New patient backlog	
	Follow up/Case load backlog	
Psychiatry	Backlog	
Mental Health	Backlog	
Intakes	# intakes completed	
	# intakes > 4 hours	
	# unavoidable with documentation from above	
High Risk Inmates	# suicide watch	
	# psych obs	
	# hunger strike	
	# dialysis	
	# pregnant females	
24 hour Utilization	# transferred out to ED	
	# inmates in hospital	
HCP-CCC	Open Tasks	
	Open Tasks - Overdue	
HCP-CCC Follow Up	Open Tasks	
	Open Tasks - Overdue	
Provider Sick Call	Open Tasks	
	Open Tasks - Overdue	

EXHIBIT E: WEEKLY STAFFING SCHEDULE – SAMPLE FORM

1	POSITION Final July 19-July 25	Sun 7/19/20	Mon 7/20/20	TUES 7/21/20	WED 7/22/20	THU 7/23/20	FRI 7/24/20	SAT 7/25/20
2								
3	Health Services Administrator		Betty V.	Betty V.	Betty V.	Betty V.	Betty V.	
4	Director of Nursing		Betty R.	Betty R.	Betty R.	Betty R.	Betty R.	
5	Administrative Assistant		Alicia	Alicia	Alicia	Alicia	Alicia	
6	Medical Director (10 hrs/wk)				Dr. Smith-8 hrs.	Dr. Smith 5 hrs.		
7	ARNP/PA		Valerie	Valerie	Valerie	Valerie	Valerie	
8	RN - Charge	Gayle	Jenny	Bethany 3.5 hrs.	Bethany	Gayle	Gayle	Gayle
9	RN - Sickcall/Intake	Barb 6:30-3 PM	Gayle (10)	Ariel	Ariel	Bethany	Bethany	Bethany
10	LPN	Cici	Marta		Consuelo	Sherina	Sherina	
11	LPN		Ethan	Sherina	Sherina	Ethan	Angelica	Consuelo
12	Nurse Extra							
13	Psychiatrist (18 hrs/wk)	Dr. Jones 6 hr. 7PM-1AM						
14	Mental Health (16 hrs/day)	Penelope	Erika	Erika	Penelope	Penelope (12-20)	Erika(08-16)/Penelope (12-20)	Erika
15								
16	Evenings							
17	POSITION	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
18	RN - Charge	Jenny	Jenny	Kim	Jenny	Jenny	Sharron	Sharron
19	RN - Sickcall/Intake	Raven		Bethany (8.5 hrs)	Megan (Orient)	Kim	Kim	
20	LPN	Ethan				Ethan	LaTonya	Nathalie
21	LPN		Ethan		Ethan	Consuelo (noon-20)		Evette
22	Nurse Extra				Meg	Meg (Orient)		
23	Dentist			Bart	Wilma			
24	Dental Assistant			Ori	Ori			
25								
26	Nights							
27	POSITION	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	RN			Raven	Raven	Megan (4hr) O	Evette (LPN)	Raven
29	LPN	LaTonya	LaTonya	LaTonya	Nina	Evette	LaTonya	Evette
30	LPN	Nina	Nina	Evette	Megan (4 hr) O	LaTonya	Nina	LaTonya
31								Jan Orient