

Agreement 25199 for Jail Inmate Medical Services

Effective December 1, 2025 through November 30, 2027

This Agreement for Inmate Health Care Services (“**Agreement**”) entered into by and between the Lake County, Illinois (“**County**”), acting by and through its duly elected Board, and Wellpath LLC (“**Wellpath**”), a Delaware Limited Liability Company.

RECITALS

WHEREAS, the County, through its duly elected Sheriff of Lake County (“**Sheriff**”) (in this Agreement, these separate entities will be referred to as the “**County**” for simplicity) is charged by law with the responsibility for providing a health care delivery system for the Lake County Adult Correctional Facility (“**Jail**” or “**LCJ**”); and

WHEREAS, the Jail is a 740 bed Adult Correctional Facility operating under the principles of direct supervision; and

WHEREAS, the County seeks to find an outside company that can deliver quality health care to the Inmates, and Detainees of the Jail, in accordance with applicable law, and covering comprehensive medical, mental health (e.g., behavioral), and dental services; and

WHEREAS, Wellpath is in the business of providing and administering such comprehensive correctional health care services and desires to conduct such services in the Jail 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

ADAP – AIDS Drug Assistance Program

Agreement Documents – The Agreement Documents constitute the entire Agreement between the parties and include the following in order of precedence:

- A. This Agreement (including all of its lettered Exhibits A–F)
- B. Wellpath’s Best and Final Offer for Revised Pricing and Staffing, dated July 25, 2025
- C. Wellpath’s Technical & Price Proposal for RFP #25199, dated April 18, 2025; and
- D. Lake County, Illinois, Request for Proposals # 25199, Lake County Jail Inmate Medical Services, March 2025.

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

County Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the County or Sheriff. County Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, County Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Wellpath administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's Monthly Average Daily Population; and (2) Fit for Confinement. NOTE: Covered Persons include “Other County Inmates/Detainees” for purposes of delivery of basic health care services, but the cost of certain services provided to Other County Inmates/Detainees are borne by the County as set forth in Section 5.0.

¹ The Adult Community Based Corrections Center and the Juvenile Detention Facility are not contemplated within this agreement.

Detainee – An adult individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

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

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

Fit for Confinement – A determination made by a Wellpath authorized Registered Nurse (RN) that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. The RN will consult with the Medical Doctor either on-site or on-call if needed. 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.

Inmate – An adult individual who is being incarcerated for the term of their adjudicated sentence.

“LCSO” - Lake County Sheriff's Office

Monthly Average Daily Population (MADP) – MADP is defined/calculated by the average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall be figured by summing the daily population for the Jail (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Wellpath upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is being housed in the Jail.

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 Jail 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 four hours after a Covered Person's arrival at the Jail. 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 arrestees upon their arrival at the Jail to ensure that emergent and urgent health needs are met in accordance with NCCHC J-E-02. Receiving screenings will be conducted in accordance with NCCHC and ACA standards, as well as the operating procedures of the Jail. Wellpath staff will notify Jail staff 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 arrestees of their right to access care and the process for requesting healthcare services in compliance with NCCHC-J-A-01. Information regarding access to healthcare will be communicated upon arrival at the Jail, both verbally and in writing in a language the arrestee understands. 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 arrestee about preferred providers and medical, dental, or mental health treatment in progress. When it is determined that an arrestee 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-J-E-09A.
- **Withdrawal management.** Wellpath will provide medically supervised on-site withdrawal management services in accordance with all applicable standards of treatment (NCCHCJ-G-06). 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 arrestee'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 arrestee's belongings at time of booking, and medical staff shall notify the nonmedical staff at the Jail 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 the jail to verify HIV medication availability in the community at the time of intake. Wellpath will also verify ADAP enrollment and if the individual is not enrolled in the ADAP, Wellpath medical staff will enroll that individual. LCSO will pay 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, LCSO will continue to pay the HIV medication on the monthly offsite/pharmacy invoice. Once the individual is enrolled in the ADAP, Wellpath medical staff will send the prescription to Walgreens Specialty Pharmacy. Once the medication is ready, Wellpath medical staff will

pick up the medication from the Walgreens Specialty Pharmacy.

- 1.1.2 HEALTH ASSESSMENT. A health assessment of an adult Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail as required by NCCHC-J-E-04. The health assessment shall follow current NCCHC guidelines, and Wellpath shall conduct an annual physical on all adult inmates/detainees that have been incarcerated at the facility for over one year. Wellpath shall follow-up on health problems identified during the physical examination and/or any test. A physician will review this follow-up for disposition and care plan. Patients referred for treatment based on the physical examination shall be seen the following day unless the referring provider makes referral for another 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 inmates and youths to be seen in a timely manner in compliance with NCCHC-J-E-07 and ensure consistency of care in compliance with NCCHC-J-E-08.
- 1.2 AMBULANCE SERVICE – PASS-THROUGH COVERAGE. Wellpath shall arrange for the provision of ambulance services. Any costs for ambulance services shall be paid for by Wellpath and passed through 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. Wellpath shall arrange for onsite dental services two days per week for all Covered Persons in accordance with NCCHC-J-E-06 and ACA standards. Dental services will be provided on site to the extent possible. Dental services, including but not limited to exams and treatment (e.g., emergency fillings and extractions), will be provided by dental personnel licensed to practice in the State of Illinois. Inmates shall also be able to request dental services through the sick call process. The Wellpath Healthcare Staff will evaluate the inmate's initial dental screening, assess the severity of the complaint, and schedule a dental exam. After the exam, the dentist will prioritize and schedule any needed treatment. If it is determined that nontreatment would compromise the inmate's health, the appropriate dental services will be provided as soon as possible.

The Classification and Priority Treatment program gives priority scheduling to:

- Inmates who need emergency dental treatment, including but not limited to those with abscessed teeth, trauma, and severe facial swelling
- Inmates who have chronic medical conditions such as diabetes, heart conditions, or any condition that compromises their immune system

Covered Persons will be transported to a local dentist after being assessed by the facility Medical Director if immediate care is necessary and cannot be facilitated by medical staff. Emergency dental services will be available as needed. Medical staff will evaluate the emergency in accordance with dental emergency protocols and will refer the patient to an off-site emergency or dental provider if clinically appropriate. Wellpath staff will arrange transportation to off-site facilities with Jail staff if necessary. Any costs for offsite dental services shall be paid for by Wellpath and passed through to the County on the monthly offsite and pharmacy invoice.

- 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 member of the Jail Population requires elective care, the Inmate/Detainee or County 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 Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the 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. Any costs for hospitalization shall be paid for by Wellpath and passed through to the County on the monthly offsite and pharmacy invoice.
- 1.7 LONG TERM CARE – NOT COVERED. Wellpath shall arrange for continuity-of-care services at a long-term-care facility for Inmates/Detainees in need of such care but shall not be responsible for the provision or cost of said care. An inmate/detainee's eligibility for long-term care services shall be determined using the screening methods required for nursing home care in Illinois (currently, an OBRA Screening). The County shall bear all costs associated with the provision of long-term-care services
- 1.8 MENTAL HEALTH CARE. Wellpath shall provide on-site mental health services for Covered Persons, which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES – PASS-THROUGH COVERAGE. When capable of providing onsite, Wellpath shall be responsible for the provision of any pathology or radiology services (also referred to as laboratory and x-ray services). In the event that any pathology or radiology services are required for Covered Person that cannot be performed on site, Wellpath shall bear the cost and pass through that 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, but 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. Any costs for pregnant covered persons shall be paid for by Wellpath and passed through 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. Any costs for specialty services shall be paid for by Wellpath and passed through to the County on the monthly offsite and pharmacy invoice.
- 1.12 VISION CARE – PASS-THROUGH COVERAGE. Wellpath shall provide basic optometry services on site at the Jail using a licensed optometrist. Services will include assessment, treatment, and consultation, including examination of eyes for health and vision problems, prescriptions for glasses, and diagnosis and treatment of eye disease such as glaucoma, cataracts, and retinal disorders. Wellpath shall be responsible for all optometry equipment and supplies, including the provision, repair, or replacement of eyeglasses when necessary. Any costs for vision care shall be paid for by Wellpath and passed through to the County on the monthly offsite and pharmacy invoice.
- 1.13 SUPPLIES AND EQUIPMENT. Lake County will provide all computers deemed necessary to fulfill the terms of this contract at the Adult Correctional Facility. No computers from Wellpath shall be used on-site at the Jail. Wellpath shall be responsible for:
 - i. Covering the costs, procurement, maintenance, and repair of all medical and office supplies and equipment with unit costs of less than Five Hundred Dollars (\$500). For equipment or repair costs exceeding Five Hundred Dollars (\$500), Wellpath will work with the County to approve purchases. 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. Wellpath may install (subject to written authorization from Lake County) 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 until the medical unit is operational by another vendor or Lake County for a term not to exceed ninety (90) days.
- v. File cabinets, desks, chairs etc. that are currently on-site will remain in the medical unit. Those items will remain the property of the LCSO at the termination of the contract.
- vi. Wellpath is responsible for all fax, printers and other 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 adult inmates. All remaining supplies shall be converted to County inventory at the termination of the contract. At the termination of the contract, Wellpath will 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 23 kits on site at the LCJ.
- 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 making sure the PPE/Ready Kit is stocked and in place. There will always be a minimum of 23 kits on site at LCJ. Following completion of the monthly inspection, Wellpath shall deliver the monthly log, or similar report containing inspection results, to LCJ Command and the LCSO Business Office.
- x. Wellpath will be responsible for the collection of all IDs and transponders assigned to medical staff whose employment has been terminated at the LCJ. This excludes any former employee whose employment was terminated prior to commencement of Agreement. Please reference **Exhibit B** for penalties associated with IDs and transponders.

1.14 **MEDICAL WASTE – DIRECT PAYMENT BY COUNTY.** Biohazardous waste disposal at the LCJ is governed by state laws, OSHA-regulated standards, policy and procedure and includes proper containment, housing, and disposal. Wellpath will continue to collect, store, and remove infectious waste and sharps containers following state and federal regulations. Wellpath staff 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 Stericycle and the LCSO to maintain a regular pickup schedule, with pickup frequency based on volume and storage space availability. The

HSA will continue to maintain pickup tracking forms on site. County shall bear the cost of and pay Stericycle 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 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 to be able to continue taking medication until seen by a community provider. Individuals released from custody 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. Inmates that are transferred to a residential treatment program shall be provided vouchers for 5-7 days of medication.

- 1.16 TECHNOLOGY SERVICES. Wellpath shall provide at no additional cost to the County:
- i. The forms or other modifications that Wellpath uses with CorEMR; County shall provide all computers, wiring and laptops needed for Wellpath staff CorEMR access at the Adult Facility.
 - ii. eConsult System to be operational within one month of commencing services; and
 - iii. Client Portal – to be operational within four months of commencing services.

- 1.17 ACCREDITATION. Wellpath shall ensure a medical services program that contributes to maintaining current NCCHC, PREA and ACA accreditation. Additionally, Wellpath shall be responsible for maintaining current NCCHC, PREA and ACA accreditation, as well as retaining this accreditation. All files associated with the compliance must be kept onsite. Please reference **Exhibit B** for penalties associated with loss of accreditation and when they apply. The next accreditation for PREA is scheduled for 2027. The next accreditation for NCCHC and ACA is scheduled for 2026.

ARTICLE II: HEALTH CARE STAFF

- 2.0 STAFFING HOURS. Wellpath shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the Staffing Matrix set forth in **Exhibit A**, attached hereto and made a part hereof. Wellpath reserves the right to assign the staff in **Exhibit A** to shift coverage as necessary based on operational needs to provide the health care services under this Agreement. Wellpath’s staff assigned to cover a position shall have their credentials equal to or exceed the credentials required for such 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 or arrange for the provision of an on-call Physician Extender [or Health Service Administrator, Physician, etc.] 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, however, 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. Staffing credits shall be issued to County as stated in **Exhibit B** "Invoice Withholds and Penalties." "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 Dept.; (d) working with the Lake County Workforce Development and Job Center; (e) working with the College of Lake County or other similar educational institutions.

- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the County and Wellpath.
- 2.2 STAFF SCREENING. The County shall screen Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail 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 in regards to security/background clearance.

For the Jail only 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 Lake County Jail.

- 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 the Jail 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 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 by becoming a Wellpath employee shall be entitled to full medical benefits beginning the first day of the Agreement.

ARTICLE III: ADMINISTRATIVE SERVICES

- 3.0 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 and/or Sheriff apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. Wellpath shall conduct an ongoing health and mental health education and training program for Correctional Officers in accordance with the needs mutually established by the Sheriff (for the Jail), and Wellpath.
- 3.2 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 those shown on **Exhibit E**.

3.2.3 **MONTHLY REPORTS.** As requested by the Sheriff, Wellpath shall submit monthly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail 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 Sheriff, Wellpath shall meet monthly, or as soon thereafter as possible, with the Sheriff, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both 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 health care 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 the Jail 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 Jail 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 Sheriff, as property of the Sheriff's Office. Wellpath agrees to use the currently existing **CorEMR** medical records system in place at the Jail. 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 Sheriff or County, unless otherwise specifically prohibited, at the Sheriff's or County's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder.

3.4 **TUBERCULOSIS TESTING AND FLU VACCINATIONS.** Annually, Wellpath shall offer TB testing in April and flu vaccination services in November for the staff of the entire Sheriff's Office. Lake County shall provide all supplies and Wellpath shall provide staff to administer the testing and vaccinations.

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 health care services under this Agreement to be provided to 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 the Jail. 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, the Jail including, but not limited to, releasees, parolees and escapees.

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

- 5.0 OTHER COUNTY INMATES/DETAINEES. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other County Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically-related expenses associated with Other County Inmates/Detainees.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed in other counties or jurisdictions. The County or Sheriff 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 Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where Wellpath provides Inmate/Detainee health care services. Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the Jail.
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. Wellpath shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Jail. Similarly, Wellpath shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested 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 arrested 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 Confinement. Wellpath shall not charge an additional fee simply to examine an individual to determine if they are suitably Fit for Confinement.

ARTICLE VI: COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care 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 health care 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 Jail Population as a result of the medical judgment of Wellpath authorized personnel, 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, Jail, and Sheriff and their 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 and the Sheriff shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Wellpath shall identify to the Sheriff those members of the Jail Population with medical or mental health conditions which may be worsened as a result

of being incarcerated at the Jail or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the Sheriff shall make every effort to have such an Inmate/Detainee 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 Sheriff shall provide Wellpath, at Wellpath's request, the County, Jail and/or Sheriff's records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the County, Jail or Sheriff 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 Sheriff to Wellpath that the Sheriff 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 Sheriff.
- 7.3 **USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.** Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Wellpath or the Sheriff in rendering any health care services to the Jail Population, provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 7.4 **SECURITY OF THE JAIL FACILITY 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 Jail Population and Sheriff's staff, consistent with a correctional setting. The Sheriff 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 Sheriff while at the Jail or other premises under the Sheriff'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 the Chief of Corrections or the Chief of Correction's designee so that the parties can work to remedy the issue.
- 7.5 **SHERIFF'S POLICIES AND PROCEDURES.** Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Sheriff'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 Jail, 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 Jail Population 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 and/or Sheriff's Policies and Procedures specifically relate to the delivery of medical services, the County and/or Sheriff's representative and Wellpath shall review the County and/or Sheriff's Policies and Procedures and modify or remove those provisions that conflict with Wellpath's Jail 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 Sheriff's employees.
- 7.7 **SECURE TRANSPORTATION.** The Chief of Corrections shall provide security as necessary and appropriate in connection with the transportation of a member of the Jail 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 Sheriff's office for transportation to and from the off-site services provider or hospital.
- 7.8 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the Sheriff shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.9 **JAIL POPULATION INFORMATION.** In order to assist Wellpath in providing the best possible health care services to Covered Persons, the Sheriff shall provide, as needed, information pertaining to the Covered Person that Wellpath and the Sheriff mutually identify 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 amount for each year of the initial two-year term to be paid by the County to Wellpath is \$4,657,248 or \$9,314,496 for two years, payable in equal monthly installments. Each monthly installment shall be at \$388,104 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"² for which the County and 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 the actual paid cost of claims. The paid claim costs will be passed through to LCSO 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:

² "Duties" meaning Wellpath's agreement to provide or arrange for the provision of certain medically necessary 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 under this Agreement.

8.1.1 **ADJUSTMENT FOR MADP.** For each month reconciled, if the Jail's MADP is greater than 590 Adult Inmates/Detainees, the compensation payable to Wellpath by the County shall be increased by an amount determined by taking the number of Inmates/Detainees over 590 multiplied by a per diem rate of \$2.34. Also, for each month reconciled, if the Jail's MADP is lower than 510 Adult Inmates/Detainees, the compensation payable to Wellpath by the County shall be decreased (a credit to the County) by an amount determined by the number of Inmates/Detainees under 510 multiplied by the per diem rate of \$2.34.

8.1.2 **MONTHLY ADJUSTMENTS FOR WITHHOLDS AND PENALTIES.** Monthly reports shall be provided to LCSO to validate the invoice withholds and penalties outlined in Exhibit B.

ARTICLE IX: TERMS 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. County reserves the right to renew this Agreement for three (3) additional one-year periods on December 1st of each subsequent year 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 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) 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 who 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) 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 Jail 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 Jail 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 Lake County Sheriff’s Office, 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 Sheriff 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 Sheriff 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 Inmates/Detainees at the Jail. 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
6550 Carothers Parkway, Ste. 500
Franklin, TN 37067

If for Lake County:
Lake County
Attn: Purchasing Division
18 N. County 9th Floor
Waukegan, IL 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 than 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 **CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES.** If at any time during the Term of this Agreement, 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:
- i. 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;
 - ii. 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;
 - iii. 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.

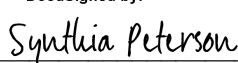
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE

County of Lake, Illinois
 Name: Yvette Albaran
 Title: Purchasing Manager

Date: _____

Wellpath LLC
 Name: Synthia Peterson
 Title: Central Division President

DocuSigned by:

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Date: 9/30/2025

EXHIBIT A – STAFFING MATRIX

Wellpath Proposed Staffing Plan for Lake County									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Day Shift									
Health Services Administrator	8	8	8	8	8	-	-	40	1.00
Medical Director	3	-	-	3	-	-	-	6	0.15
Mid-Level Provider – NP/PA	8	8	8	8	8	-	-	40	1.00
Registered Nurse	24	24	24	24	36	36	24	192	4.80
Licensed Practical Nurse	16	16	16	16	16	16	16	112	2.80
CMA	8	8	8	8	8	-	-	40	1.00
Psychiatrist	-	-	3	-	-	-	-	3	0.08
Psychiatric ARNP	-	8	-	8	-	-	-	16	0.40
Mental Health Director	8	8	8	8	8	-	-	40	1.00
Mental Health Professional	8	8	8	8	-	8	8	48	1.20
Administrative Assistant	8	8	8	8	8	-	-	40	1.00
Total Hours/FTE – Day								577	14.425
Evening Shift									
Licensed Practical Nurse	16	16	16	16	16	16	16	112	2.80
Dentist	-	4	-	4	-	-	-	8	0.20
Dental Assistant	-	4	-	4	-	-	-	8	0.20
Mental Health Professional	8	8	8	8	8	8	8	56	1.40
Total Hours/FTE – Evening								184	4.60
Night Shift									
Registered Nurse	12	12	12	12	12	12	12	84	2.10
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.40
Total Hours/FTE – Night								140	3.50
Weekly Total									
Total Hours/FTE per week								901	22.525

Optional MAT Staffing

Wellpath Proposed Staffing Plan for Lake County									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Day Shift									
NP/PA	-	3	-	3	-	-	-	6	0.15
RN MAT Coordinator	8	8	8	8	8	-	-	40	1.00
LPN/LVN - Dosing	-	-	-	-	-	4	4	8	0.20
SUD Counselor/Discharge Planner	4	4	4	4	4	-	-	20	0.50
Weekly Total									
Total Hours/FTE per week								74	1.85

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. of the 30-day period, Wellpath and Lake County will meet to discuss the results and decide if telepsychiatry should continue to be used at the Lake County Jail, or what roll it may play in the weekly staffing matrix, including making any necessary changes or additions to the agreement with regards to telepsychiatry in the weekly staffing matrix.

EXHIBIT B: WITHHOLDS AND PENALTIES INVOICE

Intake Screening:

Lake County may assess Proposer, on a monthly basis, a fine of \$100 for each inmate intake screening, including the mental health screening, not initiated within 4 hours from intake into the jail. This excludes any inmate brought to the facility prior to commencement of Agreement.

IDs & Transponders:

Lake County may assess Proposer, on a monthly basis, a fine of \$100 if a former medical employee's ID's and/or transponders are not returned to the Lake County Adult Correctional Facility within fourteen (14) days of employment termination. This excludes any former employee that had left the facility prior to commencement of Agreement.

Sick Call:

Lake County may assess Proposer, on a monthly basis, a fine of \$100 for each sick call not completed within twenty-four (24) hours of receipt. The fine of \$100 per inmate will be applicable every day past twenty-four (24) hours up to the date of the sick call completion.

Health & Physical:

Lake County may assess Proposer, on a monthly basis, a fine of \$100 for each inmate H&P not completed within fourteen (14) days from intake into the jail. The fine of \$100 per inmate will be applicable every day past the fourteen (14) days up to the date of the health appraisal completion. This excludes any inmate brought to either facility prior to commencement of Agreement.

Psychiatric Services:

Lake County may assess Proposer, on a monthly basis, a fine of \$100 for psychiatric services for inmates not completed within fourteen (14) days of referral for new patients and within fourteen (14) days from scheduled follow-up appointments for such services. The fine of \$100 per inmate will be applicable every day past the fourteen (14) days, up to the date of the psychiatric service completion.

Annual H&P and Dental:

Lake County may assess Proposer, on a monthly basis, a fine of \$100 for each annual H&P and/or annual dental screening not completed within fourteen (14) days past an inmate's 365th consecutive day at jail.

Accreditation:

A penalty of one monthly payment (1/12th of annual base amount) will be paid to LCSO in the event that the awarded vendor does not maintain NCCHC and/or ACA accreditation due to negligence of not meeting the medical standards of NCCHC and/or ACA accreditation at the Adult Correctional Facility.

A penalty of half a monthly payment (1/24th of annual base amount) will be paid to LCSO in the event that the Adult Correctional Facility is placed on probation from either NCCHC or ACA due to negligence of not meeting the medical standards of NCCHC and/or ACA at the Adult Correctional Facility.

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, the Proposer 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.

Proposer will provide LCSO Contract Manager 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.).

Withholds			
Tasks	Required Completion Timeframe	Withhold amount if not completed within timeframe	Frequency
Intake Screening	4 Hours from intake	\$100.00	per inmate
Mental Health Screening	4 Hours from intake	\$100.00	per inmate
Sick Calls	24 Hours	\$100.00	per inmate per day
14 Day H&P	14 Days from intake	\$100.00	per inmate per day
Psychiatric Services	14 Days from new inmate referral or scheduled follow-up	\$100.00	per inmate per day
Annual H&P	14 Days from inmate's 365th consecutive day	\$100.00	per inmate
Annual Dental Screening	14 Days from inmate's 365th consecutive day	\$100.00	per inmate
Employee ID and/or transponder not returned upon employment termination	14 Days from Termination	\$100.00	per employee
Penalties			
Event	Withhold amount if not completed within timeframe		Frequency
If Lake County Adult Correctional Facility is placed on probation from either NCCHC or ACA due to negligence of not meeting medical standards of NCCHC or ACA accreditation.	Half of one monthly payment (1/24th of annual base amount)		per instance
If Lake County loses NCCHC and/or ACA accreditation at the Adult Correctional Facility due to negligence of not meeting medical standards of NCCHC or ACA.	One monthly payment (1/12th of annual base amount)		per instance
Staffing/Shift Shortages	100% of the Average Hourly Bill Rate for position for every hour that was unstaffed.		per shift/hours short

Staffing Withhold Example:

Each month a staffing report will be sent to the Contract Manager along with the monthly base invoice. The staffing report should show all contracted positions, the hours worked, hours not worked, and the total reimbursement. The combined total of all reimbursed hours should be reflected as a credit line item on that corresponding invoice.

Below is an example of a staffing report that shows the total contracted hours by position and the reimbursement for any non-productive hours. The example below has made up rates.

Position	Contract Totals			Productive Hours					Non-Productive Hours					Total		Reimbursement			
	Actual Hours	Contracted Hours	Variance	Regular	Overtime Hourly	Overtime Salary	Holiday Worked	Total Productive	Vacation, Sick, & PTO	Holiday	Training	Other	Total Non-Productive	Paid Hours	FTE	Rate	Wage + Fringe	Hours Variance	Reimbursement Due
Administrative Assistant	160,000	160,000	0.000	144,000	0.000	0.000	0.000	144,000	8,000	8,000	0.000	0.000	16,000	160,000	1,000	25.31	27.80	-16,000	\$ (444.80)
Grand Total	160,000	160,000	0.000	144,000	0.000	0.000	0.000	144,000	8,000	8,000	0.000	0.000	16,000	160,000					\$ (444.80)

EXHIBIT C: MINIMUM HOURLY RATES BY POSITION**Effective December 1, 2025 – November 30, 2027**

Position	Minimum Hourly Rate (not including overhead)
Health Services Administrator	\$ 95.00
Medical Director/Doctor	\$ 172.57
	\$
Mid-Level Provider - NP/PA	\$ 92.51
Registered Nurse	\$ 47.73
Licensed Practical Nurse	\$ 38.75
CMA	\$ 26.28
Psychiatrist	\$ 288.98
Psychiatric ARNP	\$ 86.00
Mental Health Director/Coordinator	\$ 47.61
Mental Health Professional (Masters)	\$ 39.52
Administrative Assistant	\$ 25.31
Dentist	\$ 127.23
Dental Assistant	\$ 29.03

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) JO	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

* Note: The sample form above shows a Director of Nursing, but the parties have agreed to eliminate that position.

EXHIBIT F: PRICING

Category	Monthly Cost	Annual Cost
Personnel Costs	\$292,499	\$3,509,988
Offsite and Pharmacy	-	-
Contracted Services (Clinical)	-	-
Medical / Dental Supplies	\$8,678	\$104,136
Malpractice Insurance	\$29,300	\$351,600
Operational & Administrative Expenses	\$4,780	\$57,360
Corporate Support & Margin	\$51,066	\$612,792
Electronic Medical Records Software	\$1,781	\$21,372
Total Cost	\$ 388,104	\$ 4,657,248

ADP Per Diem Rate	\$ 2.34
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Position	Hourly Rate	Overhead and Profit (includes fringe/benefits)	Bill Rate (Hourly Rate + Overhead/Profit)
Health Services Administrator	\$96.43	\$30.55	\$126.98
Medical Director/Doctor	\$186.71	\$59.65	\$246.36
-	-	-	-
Mid-Level Provider - NP/PA	\$93.89	\$29.98	\$123.87
Registered Nurse	\$48.56	\$18.02	\$66.58
Licensed Practical Nurse	\$39.26	\$15.21	\$54.47
CMA	\$26.77	\$11.68	\$38.45
Psychiatrist	\$293.32	\$89.31	\$382.63
Psychiatric ARNP	\$87.29	\$29.76	\$117.05
Mental Health Director/Coordinator	\$52.83	\$19.42	\$72.25
Mental Health Professional (Masters)	\$47.50	\$17.72	\$65.22
Administrative Assistant	\$26.51	\$11.60	\$38.11
Dentist	\$129.13	\$42.13	\$171.26
Dental Assistant	\$29.47	\$13.80	\$43.27