

AGREEMENT FOR INMATE HEALTH CARE SERVICES
at Beltrami County, Minnesota
Effective November 1, 2023 through December 31, 2024

This Agreement for Inmate Health Care Services (hereinafter, the “Agreement”) entered into by and between the County of Beltrami, a political subdivision in the State of Minnesota (hereinafter, the “Client”), acting by and through its duly elected Board of County Commissioners, (hereinafter, the “Board”) and Wellpath LLC (hereinafter, “Company”), a Delaware Limited Liability Company.

RECITALS

WHEREAS, the Client is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the County Jail located at 626 Minnesota Ave NW, Bemidji, MN 56601 (hereinafter, "Jail"); and

WHEREAS, the objective of the Client is to provide for the delivery of quality health care to the Inmates and Detainees of the Jail (hereinafter, "Jail Population”), in accordance with applicable law; and

WHEREAS, Company is in the business of administering correctional health care services and desires to administer such services on behalf of the Client to the Jail Population under the terms and conditions hereof; and

WHEREAS, the Company submitted an Inmate Medical Services Proposal to the Client dated 10/26/2023 detailing its plan for Inmate Health Care Services in the Beltrami County Jail, said proposal is incorporated into this agreement by reference;

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

DEFINITIONS

“As Soon As Possible” – This reference shall mean as soon as the staffing pattern provided for herein, the Client’s level of custody staff, and conditions within the Client’s custody facility all taken together permit, at all times it being understood that Company cannot provide services without reasonably timely and secure access to patients.

Company Chief Clinical Officer– Company's Chief physician or their designee who is vested with certain decision making duties under this Agreement.

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

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

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other Client Inmates/Detainees for purposes of delivery of basic health care services, however, the

cost of certain services provided to Other Client Inmates/Detainees are borne by the Client as set forth in Section 5.0.

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

Fit for Confinement – A determination made by a Company authorized physician that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. 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 Assessment – A health assessment conducted by a qualified nurse or Provider, with the consent of a Covered Person, within fourteen (14) days of the Covered Person's booking into the facility.

Health Care Staff – Medical, mental health and support staff provided or managed by Company.

Hospitalization – Admission of a Covered Person to a licensed health care facility for inpatient treatment.

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

Laws – Any applicable federal, state, or local statutes, codes, ordinances, regulations or court rules and orders.

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

Medical Record – A record of the care and treatment provided to a Covered Person which is generated or housed at the Facility and does not include materials, documents, or records which are subject to an evidentiary privilege, designated or considered Patient Safety Work Product, or otherwise deemed confidential pursuant to the Federal Patient Safety and Quality Improvement Act of 2005, 42 USC 299b-22.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other Client Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other Client Inmates/Detainees (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 Company 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.

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

Provider - A physician or Licensed Independent Practitioner employed by or contracted with Company providing services under this Agreement.

Receiving Screening - A health screening conducted, with the consent of a Covered Person, after the Covered Person is booked into the Correctional Facility by Client personnel.

Specialty Services – Medical services that require Providers to be trained and/or 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.

Utilization Management – Care management services provided by the Company or an affiliate, which includes prior-authorization, concurrent review, and retrospective review.

ARTICLE I
HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. Company shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement and Minnesota Rules Chapter 2911. The costs of the various health care services shall be borne by Client, or borne by the Company and passed through to the Client, as set forth in this Article. Furthermore, the Inmate Medical Services Proposal dated 10/26/2023 is hereby incorporated into this agreement by reference.
- 1.1 GENERAL HEALTH CARE SERVICES. Company will arrange and bear the cost of the following health care services:
- 1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed 24 hours after the Covered Person's arrival at the Jail.
- 1.1.2 HEALTH ASSESSMENT. A health assessment of a 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.
- 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls 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.
- 1.1.4 TELEHEALTH. Health services may be provided via Telehealth, in accordance with the Laws of Minnesota, when deemed appropriate by Company personnel with managerial authority.
- 1.2 AMBULANCE SERVICE. Company shall not be responsible for the provision or cost of any ambulance services. In the event that ambulance service is required for any reason, Wellpath shall arrange for and the Client shall arrange for and bear the cost of same.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Company Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL - ORAL SCREENING ONLY. Company shall arrange for and the Client shall bear the cost of oral screening of all Covered Persons. The Client shall bear the cost of any and all other dental services required by the Jail Population.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. Company 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 Client 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 Company'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. Company shall not be responsible for the provision or cost of any hospitalization services. In the event that hospitalization is medically necessary for a member of the Jail Population, the Client shall bear the cost.
- 1.7 LONG TERM CARE. Company shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the Jail Population requires skilled care, custodial care or other services of a long term care facility, the Client shall bear the cost.
- 1.8 PATHOLOGY/RADIOLOGY SERVICES. Company shall not be responsible for the provision or cost of any professional or technical component pathology or radiology services. In the event that any pathology or radiology services (also referred to as laboratory and x-ray services) are required for the Jail Population, the Client shall bear the cost.
- 1.9 PREGNANT COVERED PERSONS. Company shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with this Agreement, but Company shall not arrange or bear the cost of any health care services for newborns or infants. To the extent off-site health care services are required for any pregnant Covered Person, Company shall make arrangements for rendering such care, but the cost of such off- site services shall be borne by the Client.
- 1.10 SPECIALTY SERVICES. Company shall not be responsible for the provision or cost of any Specialty Services. In the event that Specialty Services are medically necessary for the Jail Population, the Client shall bear the cost.
- 1.11 VISION CARE. Company shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any Covered Person requires vision services, including an ophthalmologist's services, the Client shall bear the cost of such vision or eye care services.
- 1.12 ADDICTION MEDICINE TREATMENT. Company shall not be responsible for the provision or cost of any medication-assisted addiction treatment services. In the event that a member of the Jail Population requires such treatment, Client shall bear the cost.
- 1.13 OFFICE EQUIPMENT. Company shall not be responsible for the provision or cost of any office equipment. The Client shall be responsible for providing office equipment, such as copier, fax secure high speed internet and phone service required for the administrative operation of the medical unit.
- 1.14 OFFICE SUPPLIES. Client shall be responsible for providing reasonable office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit. Should the Company have to purchase any reasonable office supplies, the cost shall be passed through to the Client.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT. Client shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to

administer the services required by the terms of the Agreement. Should the Company have to purchase any reasonable medical supplies/equipment, the cost shall be passed through to the Client.

- 1.16 MEDICAL WASTE. Company shall not be responsible for arranging for, or the cost of, removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with applicable laws/rules.
- 1.17 PHARMACY SERVICES. Company shall provide monitoring of pharmacy usage as well as a Preferred Medication List. The Client shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed Company Provider for a Covered Person.
 - 1.17.1 GENERAL. Prescribing, dispensing, and administering of 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 Provider.

ARTICLE II **HEALTH CARE STAFF**

- 2.0 STAFFING HOURS. Company 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 plan set forth in Exhibit A, attached hereto and made a part hereof. Company reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement. All staffing costs shall be passed through to the Client.
 - 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing.
 - 2.0.2 Company shall provide or arrange for the provision of an on-call Provider available by telephone or pager 24 hours per day and 7 days per week.
 - 2.0.3 Company shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Company, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.
- 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 Client and Company.
- 2.2 STAFF SCREENING. The Client shall timely screen Company'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 Client shall have final approval of Company's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance, but shall not unreasonably delay or withhold such approval. Client represents and warrants that it will provide any such screenings in good faith and in accordance with any and all applicable Laws.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. Company shall provide utilization management services as set forth in Article I, on behalf of the Client. Client will receive, adjudicate, and pay all medical claims from providers. Company is not responsible for review of claims or any payment.
- 3.1 QUARTERLY REPORTS. As requested by the Client, Company shall submit quarterly 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. Any and all such reports shall be kept confidential to the extent allowed by Law.
- 3.2 QUARTERLY MEETINGS. As requested by the Client, Company shall meet quarterly, or as soon thereafter as possible, with the Client, 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. Company shall provide the following medical records management services:
- 3.3.1 MEDICAL RECORDS. Company 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. Company 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 Client, as the Client's property. Any and all costs associated with the EHR system, including but not limited to training, support, maintenance, and Wellpath forms, shall be passed through to the Client.
- 3.3.2 COMPLIANCE WITH LAWS. 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, including Minnesota Statutes, Chapter 13; and Minnesota Rules, Chapter 1205.
- 3.3.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Company shall make available to Client, unless otherwise specifically prohibited, at Client's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder. Company shall not be required to make available records which are privileged under applicable state or federal Laws, with the exception that the Client may access patient medical records related to the direct delivery of health care services to the Jail Population, but only as permitted by state and federal law.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, Company 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 JAIL EMPLOYEES AND VISITORS. Company shall arrange for on-site first response emergency medical care as required for Jail 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. The indemnity provisions set forth in Section 10 shall not apply to services rendered pursuant to this Section 4.1.
- 4.2 RELEASE FROM CUSTODY. The Client acknowledges and agrees that Company is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall Company 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. Furthermore, in no event shall Company be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER CLIENT INMATES/DETAINEES. Company shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Other Client Inmates/Detainees. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other Client Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically-related expenses associated with Other Client Inmates/Detainees.
- 5.1 CLIENT INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Company shall not be responsible for arranging the medical care or treatment for Client Inmates/Detainees housed in other counties or jurisdictions. The Client 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 Client 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 Company provides Inmate/Detainee health care services. Company shall not be responsible for arranging the medical care or treatment for Client Inmates/Detainees housed outside the Jail.
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. Company 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. In addition, Company 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. Company 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 Client 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. To the extent Company is billed for medical services provided to an individual who is not Fit for Confinement the Client shall reimburse Company for all such costs. Company shall not charge an additional fee simply to examine an individual to determine if he is 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. Company shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by Company 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 a physician or Company authorized personnel, Company shall not be responsible for arranging such services and the cost of such services shall be billed directly to the Client.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the Client or its employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, Company shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the Client. Notwithstanding the above, Company shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by Company.

ARTICLE VII
CLIENT'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The Client, Jail, and their employees, agents and subcontractors shall comply HIPAA and any State health information privacy laws, to the extent they are applicable. The Client shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Company shall identify to the Client 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 Client 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 Client shall provide Company, at Company's request, the Client, and/or Jail'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 Client and/or Jail has control of, or access to, such records). Company may request such records in connection with the investigation of, or defense of, any claim by a third party related to Company's conduct or to prosecute a claim against a third party. Any such information provided by the Client to Company that the Client considers confidential shall be kept confidential by Company and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Client.
- 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 Company or the Client 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.
- 7.4 SECURITY OF THE JAIL FACILITY AND COMPANY. Company and the Client understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Company, as well as for the security of the jail population and Client's staff, consistent with a correctional setting. The Client shall provide security sufficient to enable Company, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Company, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Client while at the Jail or other premises under the Client's direction or control. However, any Company Health Care Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Company shall not be liable for any loss or damages resulting from Company's Health Care Staff, employees, agents and/or subcontractors' failure to provide medical services due to insufficient security services.
- 7.5 CLIENT'S POLICIES AND PROCEDURES. Company, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of those of Client'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 Client and made available for inspection by Company at the Jail, and Company may make a reasonable number of copies of any specific section(s) it wishes using the Client's photocopy equipment and paper.
- 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 Company shall not be enforceable against Company unless otherwise agreed upon by both Parties in writing, in advance.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Company. Company, 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 Company.

- 7.5.4 If any of the Client Policies and Procedures specifically relate to the delivery of medical services, the Client's representative and Company shall review the Client Policies and Procedures and modify or remove those provisions that conflict with Company's Correctional Health Care Policies and Procedures.
- 7.6 **DAMAGE TO EQUIPMENT.** Company shall not be liable for loss of or damage to equipment and supplies of Company, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the Client Client's employees.
- 7.7 **SECURE TRANSPORTATION.** The Client shall provide security as necessary and appropriate in connection with the timely transportation of Covered Persons to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Company. Company shall coordinate with the Client for transportation to and from the off-site services provider or hospital. The Indemnity Provisions shall not apply to claims arising out of the actions or omissions of the Client's employees, contractors, or agents during the provision of secure transportation services pursuant to this Section 7.7, nor shall the Indemnity Provisions apply for claims arising out of Client's failure to provide secure transportation services Covered Persons on a timely basis.
- 7.8 **OFFICE EQUIPMENT AND SUPPLIES.** The Client shall provide use of Client-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise stated in Paragraph 1.14. At the termination of this Agreement, Company shall return to the Client's possession and control of all Client- owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the Client shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Company 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.
- 7.10 **JAIL POPULATION INFORMATION.** In order to assist Company in providing the best possible health care services to Covered Persons, the Client shall provide, as needed, information pertaining to the Covered Person that Company and the Client mutually identify as reasonable and necessary for Company to adequately perform its obligations under this Agreement.
- 7.11 **PRIVACY/RECORDING.** With the exception of safety and security filming/recording, the Client shall not, and shall not permit, the recording or filming of Company staff and/or the medical treatment of any member of the Jail Population, including medication passes, or any medical treatment that occurs in or outside of the Jail healthcare facilities. In the event that the Client plans to permit recording or filming inside of the Jail, Company shall be provided with fourteen (14) days' advance written notice of any such activity, and such recording/filming must comply with the terms of this Section of the Agreement. Any recordings that capture the provision of medical treatment to the Covered Persons shall be considered confidential and privileged and not subject to disclosure as a public record.

ARTICLE VIII
COMPENSATION AND ADJUSTMENTS

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the Client to Company for November and December 2023 is two equal installments of \$72,985.55 (\$22,500 for Company's monthly base management fee and \$50,485.55 for estimated pass-through costs), subject to any reconciliations as set forth below.

The base amount to be paid by the Client to Company for calendar year 2024 is \$875,826.60 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$72,985.55 (\$22,500 for the Company's monthly base management fee and \$50,485.55 for estimated pass through costs), pro-rated for any partial months and subject to any reconciliations as set forth below. Company's monthly invoice to Client shall include Company's base monthly management fee and all reimbursable pass-through costs. The first monthly amount is to be paid to Company on November 15, 2023 for services administered in the month of November, 2023. Each monthly payment thereafter is to be paid by the Client to Company before or on the 1st day of the month of the month of service, provided that Company issues the invoice at least 15 days prior to the 1st of such month. If Company does not issue the invoice at least 15 days prior to the 1st of the applicable month, Client shall pay the invoice net 15 days from receipt. Any and all transition costs (estimated at \$77,000) shall be passed through to the Client and paid November 15, 2023, and are not included in the above totals but shall be itemized by Company and paid separately by Client.

- 8.1 QUARTERLY RECONCILIATION PROCESS. Company will provide a quarterly reconciliation with the Client for any amounts owed by either Party pursuant to the terms of this Agreement.

ARTICLE IX
TERM AND TERMINATION

- 9.0 TERM. The term of this AGREEMENT shall be fourteen (14) months from November 1, 2023 at 12:01 a.m. through December 31, 2024 at 11:59 p.m. This Agreement shall automatically renew for up to three additional one year periods on January 1st of each subsequent year 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 ADJUSTMENTS. During the Term, the parties may make adjustments to the pricing based on current market conditions and mutual agreement of the parties.

9.0.2 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate a management fee increase in accordance with CPI, with a minimum of 4.0% and a maximum of 7%, of the then-current annual amount. Company shall provide Client with price proposal by August 1st of each year and the pricing for any renewals must be mutually agreed upon by the parties no later than October 1st of the preceding year. Costs excluding the management fee shall remain pass-through to the Client.

- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the Client.

- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Company and the Client shall act in good faith and make every effort to give Company 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 Client may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Company.
- 9.2 **TERMINATION FOR CAUSE.** The Agreement may be terminated for cause under the following provisions:
- 9.3.1 **TERMINATION BY COMPANY.** Failure of the Client to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Company upon sixty (60) days advance written notice to the Client specifying the termination effective date and identifying the "basis for termination." The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the Client shall have fourteen (14) days to provide a written response to Company. If the Client provides a written response to Company which provides an adequate explanation for the "basis for termination" and the Client cures the "basis for termination" to the satisfaction of the Company, 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 Company.
- 9.3.2 **TERMINATION BY CLIENT.** Failure of Company to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the Client who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The Client shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Company shall have fourteen (14) days to provide a written response to the Client. If Company provides a written response to the Client which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the Client, 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 Client.
- TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, the Client or Company may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving one hundred and twenty (120) days advance written notice to the other Party.
- 9.3 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the Parties to this Agreement, the Client shall pay Company for all services rendered by Company up to the date of termination of the Agreement regardless of the Client's failure to appropriate funds.
- 9.4 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, Company shall be allowed to remove from the Jail any stock medications or supplies purchased by Company that have not been used at the time of termination. Company shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms. Nothing herein shall be construed to require Company to provide

copies of policies, procedures, manuals, training materials and/or forms to Client or any successor provider, it being understood that such materials are proprietary to Company.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

10.0 INSURANCE COVERAGE. Company shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance that provide protection solely for the wrongful acts of Company:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$3,000,000 per claim and \$6,000,000 in the aggregate.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate.

10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law. The Provider's Minimum Limits of Coverage must be:

Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee

Bodily Injury by Disease: \$500,000 Policy Limit

10.1 PROOF OF INSURANCE. Company shall provide the Client proof of professional liability or medical malpractice coverage for Company's Health Care Staff, employees, agents and approved subcontractors, for the term services are provided under this Agreement. Company shall promptly notify the Client, in writing, of each change in coverage or cancellation of insurance coverage. If Company fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the Client shall be entitled to terminate this Agreement without penalty to the Client pursuant to the terms of Article IX.

10.2 INDEMNIFICATION. To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless Client from and against third party claims directly caused by Company's negligence or willful misconduct in the performance of the Services provided hereunder by Company. Company shall have no obligation to indemnify or hold harmless Client for any claims arising out of the negligence or willful misconduct of the Client, or Client's agents, officers, directors, employees, or contractors.

To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless Company from and against third party claims resulting from or arising out of Client's gross negligence or willful misconduct. The Client shall have no obligation to indemnify or hold harmless Company for any claims arising out of the negligence or willful misconduct of Company or Company's agents, officers, directors, employees, or contractors.

Notwithstanding the foregoing, in the event of a claim alleging the negligence or willful misconduct of both the Client and Company, the Client and Company shall each defend themselves at their own costs, and each party shall reasonably cooperate with the other in the defense/settlement of any claims alleging joint liability.

The obligations of indemnity hereunder are conditioned on the Party seeking indemnification (i) giving the indemnifying Party prompt written notice of any claim for which indemnification will be sought, (ii) permitting the indemnifying Party to assume exclusively the control of the defense and settlement of such claim, and (iii) providing reasonable assistance and cooperation (at the indemnified Party's expense) in the defense and settlement of such claim. The indemnified Party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The indemnification obligations of Company and Client shall terminate upon the third anniversary of the termination or expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or termination of this Agreement.

- 10.3 Dispute Resolution. 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.
- 10.4 Federal Privacy Laws. Company, the Client, 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, 42 CFR Part 2, etc., hereinafter "FPL") as they apply to the services provided under this Agreement. The Client, Jail, and their employees and agents shall indemnify and hold harmless Company from and against any claims of any kind made as a result of alleged or actual violations of any FPL by the Client and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Company.

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 Client to exercise control or direction over the manner or methods by which Company, its employees, agents or subcontractors perform hereunder, or Company to exercise control or direction over the manner or methods by which the Client 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 Company 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 Company 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. Company shall engage Contract Professionals that meet the applicable professional licensing requirements and Company shall exercise administrative supervision over such Contract Professionals as necessary to ensure 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 Company 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 Client to pay providers for medical services at certain reduced rates, Client designates Company as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** Company 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. Company 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 Company is neither bound by or aware of any other existing contracts to which the Client 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, strikes, lockouts, differences with workers, 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 **MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES.** If at any time during the Term of this Agreement, Client requests a change in the scope, volume, quality/degree or quantum of services to be provided by Company, 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 Company notifies the client affects Company'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 Client'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 Client'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, Client/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.

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 Company may assign its rights or delegate its duties to an affiliate of Company, or in connection with the sale of all or substantially all of the stock assets or business of Company, 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 to the fax number of the Party listed below:

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

If for Client:
County of Beltrami, Minnesota
Attn: Sheriff Jason Riggs
613 Minnesota Avenue NW
Bemidji, MN 56601

With an e-mail copy to (which copy shall not, by itself, constitute effective Notice under this Agreement): LegalNotices@wellpath.us, or any substitute e-mail address provided by Client pursuant to a change of Notice e-mail address propounded under this Section.

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

- 11.10 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or rules of any jurisdiction.
- 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.

The Contractor shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors or the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Agreement have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. In addition, Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal money from providers who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Chapter 16C, Section 16C.03, Subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend providers who seek to contract with the State/County. Providers may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Agreement, the Contractor certifies that it and its principals and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or county; and
- B. Have not within a three-year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements or receiving stolen property; and

- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the County's Contracting Officer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing theft, embezzlement, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property.

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 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.

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 BELTRAMI, MINNESOTA**

Richard Anderson

Name: Richard Anderson

Title: Board Chair

Date: 10-30-23

WELLPATH LLC

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND EXECUTION

David L. Hanson

David L. Hanson

Beltrami County Attorney

Oct 30, 2023

Date

EXHIBIT A – STAFFING MATRIX

<u>TITLE</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Week</u>	<u>FTEs</u>
Days									
Health Services Administrator, RN	8	8	8	8	8			40	1.000
Administrative Assistant/MRC	8	6	8		8			30	0.750
Mid-level Provider NP/PA		6						6	0.150
RN/Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.100
<i>Subtotal</i>								160	4.000
<i>TOTAL</i>								160	4.000

Beltrami County

Bemidji, MN

Inmate Medical Services



Respectfully Submitted to:

Thomas Barry, County Manager
Beltrami County
626 Minnesota Ave. NW
Bemidji, MN 56601

Submitted by:

WELLPATH®
3340 Perimeter Hill Drive
Nashville, TN 37211
800-592-2974
Tax ID# 32-0092573

Points of Contact:

Laura Busbin, LPN, CCHP
Vice President of Partnership Development
229-364-8404
laura.busbin@wellpath.us

Justin Searle
President of Local Government
858-205-6628
jsearle@wellpath.us

October 26, 2023

Thomas Barry, County Manager
Beltrami County
626 Minnesota Ave. NW
Bemidji, MN 56601

Re: Corrections Health Care Provider

Dear Mr. Barry,

Thank you for considering Wellpath as a potential partner to provide Medical Services for the Adult Corrections Center in Beltrami, MN. We are happy to have this opportunity to show why partnering with Wellpath will provide Beltrami County and the Beltrami County Jail (BCJ) with the most cost-effective and quality healthcare program for the patients in your care. We believe we are uniquely qualified to be your healthcare provider.

Our company culture is described by this simple motto:

Always Do the Right Thing!

Wellpath is the premier provider of correctional healthcare in the United States. We have developed innovative programs and technology to better serve our client partners and provide cost savings opportunities. As a large company, we have buying power that our competitors cannot offer, which translates to savings for Beltrami County.

Our program for the BCJ will be supported directly by our Regional Management team and members of our Home Office in Nashville, Tennessee. Wellpath is a hands-on provider, and a leader from our organization will be available to meet with BCJ administration. This is our corporate pledge as your healthcare provider.

We have the experience and resources required to be your partner and carry out our program for the BCJ; Wellpath is the right choice:

- ✓ ***We will be fully accountable for the program we design and the care we deliver.*** We will provide BCJ administration with operational reports to identify things being done well, as well as potential areas for improvement. Our reports will be tailored to the specific needs of the BCJ. Detailed financial reports will be provided to document all pass-through expenses.
- ✓ ***We are accessible and reliable.*** We understand the BCJ's needs and recognize what it takes to bring a quality program to the BCJ for the long term. With our team, you will not have to go through multiple levels of corporate bureaucracy or wait days for important answers or solutions to critical health care issues. For us, an ounce of prevention truly is worth a pound of cure, which means **we instill and support a proactive culture that seeks to prevent issues before they arise.**
- ✓ ***We offer best practices that translate to quality care.*** We have developed best practices for similar programs through our experience providing services to client partners with similar

scopes of practice and populations. Wellpath delivers medical services in comprehensive or specialized health services programs to more than 300,000 adult and juvenile patients each day through a family of local and state providers in correctional facilities, state psychiatric hospitals, forensic treatment facilities, and civil commitment centers.

- ✓ ***We will optimize on-site care to ensure appropriate use of off-site care.*** Wellpath uses sophisticated teams, systems, and processes to effectively manage care. We are often able to reduce the amount of care provided off-site, reducing the risk to the public and the burden on custody officers associated with unnecessary off-site care. The innovative Wellpath **Healthcare Cloud**, combined with our effective clinical staffing, will allow us to manage every aspect of care more effectively, resulting in better, more efficient care for the vulnerable population we serve. **Wellpath Now** is staffed by emergency medicine physicians and advanced practice providers (APPs) and provides the option of specialty consultations by emergency medicine-trained providers for non-life-threatening consults regarding the need for emergency evaluation. These acute care consultations for patients in need of emergency evaluation are provided **in an average of just six minutes**.
- ✓ ***Our sites have access to experienced correctional nurses with focused attention on specific duties that can be delivered virtually.*** Wellpath offers telehealth services to supplement the services provided by on-site staff. Wellpath's telehealth nursing services include: **Receiving Screening** – With the assistance of a tele-presenter, the tele-RN can provide a real-time, face-to-face video encounter with the patient as soon as possible upon acceptance into custody (<4hrs); **Initial and Ongoing Health Assessment** – With the assistance of a tele-presenter, the tele-RN can provide a real-time, face-to-face video encounter with the patient to complete an initial health assessment within 72 hours of acceptance into custody; and **Sick Call Triage** – The tele-RN can remotely access the EMR and review the patient's past medical history and current complaint to inform triage to the appropriate clinic and timeframe. Appointments and referrals can be completed by the tele-RN. At many sites, backlog has been eliminated, and triage occurs within 24 hours of receipt.
- ✓ ***We have the strongest utilization management system in the industry to manage off-site care.*** Wellpath provides the strongest utilization management program in the industry, focused on medical necessity and ensuring appropriate care. We will implement our Care Management system (which operates independently of an electronic medical record system). The Wellpath Care Management system will provide real-time reports for tracking off-site patients and their care. Our robust, integrated utilization management will ensure accuracy of results, appropriateness of care, quality of services, and operational efficiency, creating budget savings for Beltrami County.
- ✓ ***We have the verifiable ability to smoothly and successfully transition services.*** A well-designed and executed transition is key for a successful program. Our implementation plan is orderly, procedural, systematic, and proven to be effective. Our transition process begins the day we are provided notification of intent to award. Wellpath is the most qualified provider to transition the BCJ's healthcare program, based on our experience with similar sites. Our proposal offers additional transition success stories.

Wellpath takes pride in running an efficient operation with a close and positive partner relationship. We request the opportunity to discuss a mutually beneficial agreement.

1 Proposed Staffing

Wellpath has created a comprehensive staffing plan for the Beltrami County Jail based on a review of the current staffing levels, our expertise in facilities of similar size and scope, our tour of the facility, and our desire to uncover cost savings and efficiencies for county. Wellpath has developed staffing based upon an ADP of 80.

The Wellpath staffing plan provides on-site nursing coverage for 16 hours a day, 7 days per week. Services are provided through on-site and on-call coverage by licensed medical staff. Wellpath will provide properly trained personnel to ensure a continuity of care that meets State and Federal laws and correctional community standards for health care as per NCCHC and PREA guidelines.

The Wellpath proposed staffing takes into consideration our experience in facilities of similar scope and size, the daily operational nuances impacting the provision of care, specific needs of the inmate population, capabilities of the on-site staff, details of your physical plant, and a recommended level of providers to efficiently and cost-effectively perform all necessary duties and functions in accordance with national standards. We look forward to an opportunity to discuss our plan in detail and make needed adjustments as the program and our understanding of the services available to your inmate population evolves.

Professionals who are fully qualified and appropriately licensed, certified, or registered in the State of Minnesota will provide medical services. All positions in our staffing plan will work within their scope of practice, directed by job descriptions that include qualifications and specific duties and responsibilities.

Our healthcare team for the Beltrami County Jail will consist of the following.

Administrative Services

The Wellpath program will have full operational and clinical oversight. The program will be managed administratively by the Health Services Administrator (HSA) and clinically by the Regional Medical Director. As the designated Responsible Health Authority, the HSA will have general responsibility for the successful delivery of healthcare for the Beltrami County Jail. Our HSA will be committed to providing transparent communication regarding contracted services, issues that may arise, and up to date reporting as requested.

Clinical Practitioner Services

Our staffing plan includes clinical practitioner coverage one (1) day per week for 6 hours. Additionally, 24/7/365 on-call coverage is provided by a clinical practitioner, and staff have access to telehealth services for clinical issues that arise when a provider is not on-site. Our clinical practitioners will:

- Provide direct patient care
- Assess and manage acute and chronic illnesses
- Prescribe medication
- Assess the need for off-site services and referrals
- Manage overall medical services and supervise the delivery of medical care
- Clinically guide our on-site services

Our Provider will provide a full range of medical services. Under the direction of the Regional Medical Director, our Mid-level Provider will conduct sick call and chronic care clinics, as well as medical observation rounds. They will use available in-house resource personnel for treating or resolving identified problems before using off-site resources. The Mid-level Provider will prescribe a problem-oriented regimen of total patient care to include initial evaluation, treatment planning, case management, coordination of off-site care when needed, and discharge planning.

Nursing Services

Nurses are critical in the continuum of care for detained populations, as nurses are typically the arrestee's first point of contact with the medical team. Correctional nurses will perform receiving screenings, administer medications, and assess when a patient may need to see a clinical provider for further assessment. Given the responsibility of a correctional nurse, paired with the range of health issues they encounter, it is important to have a broad skill set that includes dealing with chronic medical conditions, mental health concerns, substance use, infectious diseases, and injuries.

RN Coverage

The RN is responsible and accountable for direct supervision of the total healthcare delivery system in the medical unit, in conjunction with the delivery of patient care through the process of collecting health status data, nursing diagnosis, goal setting, planning, implementation, and evaluation. The RN will direct and guide patient teaching and ensure that ancillary personnel only provide services they are prepared or qualified to perform. The RN will assume supervisory responsibility in the absence of the Health Services Administrator, ensuring standards-compliant, timely healthcare services are provided to the patient population at Beltrami County Jail.

Intake

To ensure timely processing, LPNs or RNs will be dispatched to the intake area when notified of a new intake. Wellpath has an automated process to track the timeliness of receiving screenings daily and ensure that urgent medical and mental health needs are proactively identified and addressed.

Our intake nurses perform intake screenings inclusive of a comprehensive medical assessment and health history on all offenders entering the facility. Those offenders noted to have significant clinical findings are referred to a clinical provider or mental health professional for prompt follow-up. Our staff will communicate special housing needs and considerations to security staff at the time of discovery.

Sick Calls, Transfers, and Clinic Services

The Wellpath staffing plan ensures sufficient staff to manage sick calls, transfers, and clinic services.

Medication Administration

A combination of LPNs and RNs will conduct medication administration. The Wellpath staffing plan includes sufficient coverage to ensure that all medications are prepared and administered efficiently. Wellpath designates one staff member as the Pharmacy Coordinator to ensure timely order and receipt of medications, reconciliation of orders, returns are regularly processed in order to maximize credits and overall compliance with pharmacy policies and procedures. The Pharmacy Coordinator establishes a collaborative relationship with our pharmacy vendor and provides communication to facility healthcare staff regarding significant pharmacy updates, change of procedure, change in delivery schedules, back ordered medications, etc.

The Wellpath staffing plan provides sufficient coverage for timely screening of all newly admitted inmates, daily sick call, and adequate staffing to conduct medication pass.

Support Services

Wellpath has allotted sufficient support staff to manage all clerical and medical records needs. Our program will be supported by an Administrative Assistant, who will:

- Communicate with on-site providers, correctional staff, and off-site clinics in scheduling patients for appointments
- Receive and direct inbound medical unit calls
- Communicate with local emergency personnel (911 system) when on site
- Schedule in-house provider-patient encounters
- Assist in the utilization management process
- Provide administrative support and completing time-sensitive unit tasks
- Maintain multiple computerized logs for quality of care monitoring purposes
- Perform administrative duties for recruiting, hiring, and onboarding
- Perform payroll duties

We believe our proposed staffing plan includes sufficient Administrative Assistant hours to adequately support the healthcare program. Our Home Office in Nashville will perform some functions related to database management and automated reporting.

On-Call Services

Wellpath understands the need for on-site staff to be supported by providers and administrative personnel during off hours. The HSA or RDO and Mid-level Provider positions will be on call 24/7/365 telephonically for the Beltrami County Jail.

1.1 Proposed Staffing Plan

Our proposed staffing plan for the Beltrami County Jail is provided below. **We look forward to an opportunity to implementing our program and deliver quality services to the patients we serve.**

Wellpath Proposed Staffing Plan for Beltrami County, MN									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs./Wk.	FTE
Day Shift									
Health Services Administrator (RN)	8	8	8	8	8			40	1.0
Administrative Assistant	8	6	8		8			30	0.75
Mid-level Provider (NP/PA)		6						6	0.15
Registered Nurse/Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.1
Total Hours/FTE – Day								160	4.0
Total Hours/FTE per week								160	4.0

2 Price Proposal

Wellpath proposes a staffing management fee contract focused on staffing. Under this model, the County will be billed solely for staffing expenses, with a management fee applied. This contract will operate without incorporating offsite, pharmaceutical, or onsite components. The county will be financially responsible for those expenses.

Wellpath is the premier correctional healthcare company in the industry. We have effectively implemented similar contracts for many of our clients to help manage their budgets while delivering high-quality healthcare, often at reduced costs to our clients. Wellpath clients using this model consistently save budgeted dollars on healthcare. We are happy to review this with you in detail.

2.1 Continuity Commitment

Our experience, resources, culture, and philosophy of care make us different from our competitors and make Wellpath the right partner for Beltrami County. We know cost is important, and we understand the mission you have for quality, compassionate care. As your partner in that mission, we commit these things to you:

- We will focus on the ever-changing needs of our patient population.
- We will recruit, train and retain the right staff members for each position, and fill the shifts as contracted.
- We will deliver timely and transparent reporting designed to demonstrate accountability.
- We will be a true partner for Beltrami County, working with you to drive your healthcare program in the right direction.
- We will provide care with a passion and a mission of setting these patients on the path to hope and healing.

2.2 Change in Scope of Work

The proposed prices reflect the scope of care based on the current community standard of care regarding correctional healthcare services. Should there be any change in or modification of the local, national, or community standards of care or scope of services, court rulings or interpretation, state or federal law or statute, or interpretation thereof that results in a material increase in costs to Wellpath, coverage of costs related to such changes are not included in this proposal and may require renegotiation.

2.3 Management Fee

With the Management Fee model, all Wellpath support fees are included in our services program. This includes:

- Wellpath Healthcare Cloud (Wellpath Now, Tele-Health, Virtual Nursing)
- 24-hour IT Support
- Human Resources
- Recruiting
- Legal Expenses
- Operational Support

2.4 Contract Period

Wellpath proposes a fourteen (14) month contract period for Jail Inmate Medical Health Services at the Beltrami County Jail, beginning on November 1, 2023, and ending on December 31, 2024, with up to three (3) automatic one-year renewals.

2.4.1 Pricing for Subsequent Years

For subsequent annual renewals beyond the initial three-year contract period, Wellpath typically requests annual price increases based on the percentage increase for the previous 12-month period in the Medical Care Services component of the Consumer Price Index (CPI), as published by the United States Department of Labor, no less than 4.0%.

2.5 Billing

Wellpath will invoice the County monthly based on 1/14th of estimated costs and then reconcile quarterly to match the County's actual costs. If the County's costs fall below the monthly estimate, Wellpath will credit the County. Conversely, if the County's costs exceed, the County will reimburse Wellpath for the difference.

Wellpath will generate monthly invoices approximately 30 days before the month of service. Beltrami County will have 30 days to submit payment, which is due on the first day of the month of service. A quarterly reconciliation of all costs, as described, will be provided to Sheriff/County Manger or his designee. We will provide required documentation.

2.5.1 IT Costs

The Wellpath pricing assumes the County will provide and maintain the IT infrastructure (firewalls, switches, etc.), along with any additional wiring needs for connectivity. Also assumes that internet and equipment costs will be borne by the County.

Wellpath has significant purchasing power for such equipment and is happy to review costs with the County to determine the most financially beneficial way to purchase quality equipment. Any costs paid by Wellpath would be a pass-through expense.

2.5.2 Salary Survey / Salary Ranges

The table below outlines the range of current market compensation rates for the positions in our staffing plan. These ranges do not include costs specific to employee benefits, nor costs associated with filling each position. Additionally, rates are based off current market data and current BCJ rates.

Positions	Expected Rate Range
Health Services Administrator (RN)	\$49.50 - \$60.50
Mid-level Provider (NP/PA)	\$54.00 - \$66.00
Registered Nurse/Licensed Practical Nurse	\$45.00 - \$57.20
Administrative Assistant	\$19.80 - \$24.20

2.5.3 Projected Start-Up Costs

The County will be responsible for a one time fee start-up costs which include travel, lodging, and meals for our transition team to recruit, interview and train staff. Costs are estimated at \$77,000. These costs are not included in the total estimated budget below and would be paid by the county above the estimated budget amount.

2.5.4 Pass-Through Budget Projections

All costs directly associated with the medical performance at BCJ shall be managed and borne by the County. These services coordinated by Wellpath and/or subcontracted to various other healthcare providers (e.g., hospitals, physicians, specialists, medical supplies, wages, benefits, equipment vendors, etc.) will be contracted by Beltrami County and with all invoicing directed to the County.

These budgeted expenses are projections only and subject to change. This does not include the Start Up Expenses.

	Monthly
Anticipated Pass-through Costs	\$50,458.55
Fixed Annual Management Fee	\$22,500.00
Total Estimated Budgeted Costs	\$72,985.55

2.5.5 Optional Add-ons

Wellpath has also included optional costs for add-on services, encompassing onsite, offsite, and pharmaceutical services. Should Beltrami decide to add on any of these services to the proposed staffing management services, all healthcare program costs will be tracked, reported, and reimbursed by the County. This model includes adjudicated invoices from all off-site and specialty provider expenditures, staffing wages and benefits, pass-through costs of pharmaceuticals prescribed in Beltrami County Jail (obtained at Wellpath's lowest cost in the industry), and the monthly Wellpath administration fee. The County will ultimately only pay for these costs when they are incurred and will receive documentation of all expenses with a corresponding invoice. The County will benefit from Wellpath's significant national contract pricing for these items.

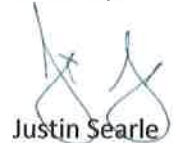
The chart on the following page illustrates the breakdown of optional services offered with the associated management fee for each.

Optional Services Overview for Beltrami County	
On-site Services	\$16,134
Onsite Ancillary services (X-Ray, etc.)	✓ Pass-Through Costs
On-site Laboratory Cost, Collection and Pickup	✓ Pass-Through Costs
Disposable Medical Supplies	✓ Pass-Through Costs
Medical Waste Disposal	✓ Pass-Through Costs
Professional and Off-site Services	\$31,398
Ambulance Services Arrangement	✓ Pass-Through Costs
Specialty Services	✓ Pass-Through Costs
Hospital Services	✓ Pass-Through Costs
Claims Adjudication	✓ Pass-Through Costs
Pharmacy Services	\$84,901
Pharmaceuticals: Over-the-Counter	✓ Pass-Through Costs
Pharmaceuticals: Prescriptions	✓ Pass-Through Costs
Pharmaceuticals: Mental Health/Psychotropic	✓ Pass-Through Costs
Pharmaceuticals: HIV/Aids, Hepatitis, Biologicals	✓ Pass-Through Costs

Thank you for considering Wellpath's proposal. We are confident that our proposal meets your needs and exceeds your expectations.

We appreciate the opportunity to present our ideas and look forward to the possibility of working with you. Please do not hesitate to contact us if you have any questions or concerns. We hope to hear from you soon.

Sincerely,



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