



pennsylvania

OFFICE OF OPEN RECORDS

STANDARD RIGHT-TO-KNOW REQUEST FORM

DATE REQUESTED: March 23, 2022

REQUEST SUBMITTED BY: E-MAIL U.S. MAIL FAX IN-PERSON

REQUEST SUBMITTED TO (Agency name & address): Luzerne County

NAME OF REQUESTER : Stephanie Paha

STREET ADDRESS: 2 North Main Street, Suite 103

CITY/STATE/COUNTY/ZIP(Required): Greensburg, PA 15601

TELEPHONE (Optional): 724-830-3145 EMAIL (optional): spaha@co.westmoreland.pa.us

RECORDS REQUESTED: **Provide as much specific detail as possible so the agency can identify the information. Please use additional sheets if necessary*

a PDF copy of the Wellpath Agreement

DO YOU WANT COPIES? YES NO

DO YOU WANT TO INSPECT THE RECORDS? YES NO

DO YOU WANT CERTIFIED COPIES OF RECORDS? YES NO

DO YOU WANT TO BE NOTIFIED IN ADVANCE IF THE COST EXCEEDS \$100? YES NO

**** PLEASE NOTE: RETAIN A COPY OF THIS REQUEST FOR YOUR FILES ****
**** IT IS A REQUIRED DOCUMENT IF YOU WOULD NEED TO FILE AN APPEAL ****

FOR AGENCY USE ONLY

OPEN-RECORDS OFFICER:

I have provided notice to appropriate third parties and given them an opportunity to object to this request

DATE RECEIVED BY THE AGENCY:

AGENCY FIVE (5) BUSINESS DAY RESPONSE DUE:

***Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in this Act, the request must be in writing. (Section 702.) Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law. (Section 703.)*

AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT LUZERNE COUNTY, PENNSYLVANIA
Effective Date: May 15, 2020

This Agreement for Inmate Health Care Services (hereinafter, the "AGREEMENT") entered into by and between Luzerne County, a municipality in the Commonwealth of Pennsylvania, (hereinafter, the "COUNTY") acting by and through its duly elected County Manager and Wellpath, LLC (hereinafter, "WELLPATH") a Delaware limited liability company, as of the Effective Date written above.

RECITALS

WHEREAS, the COUNTY and Director of Corrections for the COUNTY are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Luzerne County Department of Corrections located at 99 Water Street, Wilkes-Barre PA 18711(hereinafter, "LCDOC"); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES/DETAINEES of the LCDOC (hereinafter, "LCDOC POPULATION"), in accordance with applicable law; and

WHEREAS, WELLPATH is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the LCDOC POPULATION under the terms and conditions hereof.

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

DEFINITIONS

COVERED PERSONS – An INMATE/DETAINEE of the LCDOC who is: (1) part of the LCDOC's MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the LCDOC; or (b) on work release status and is indigent.

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 WELLPATH authorized physician and/or health-trained LCDOC staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the LCDOC. 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.

WELLPATH CHIEF MEDICAL OFFICER – WELLPATH's Chief physician who is vested with certain decision making duties under this AGREEMENT.

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

INMATES/DETAINEES – An INMATE/DETAINEE held under the jurisdiction of the COUNTY. INMATES/DETAINEES may be housed in the LCDOC or in any other correctional facility of the COUNTY. However, 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.

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES housed BY the LCDOC on a daily basis for the period of one month. The MADP shall include, but separately list, other county or agency inmates and detainees. The MADP shall be figured by summing the daily population for the LCDOC (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. LCDOC records shall be made available to WELLPATH upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the LCDOC, and parolees and escapees shall not be considered part of the LCDOC’s MADP.

NCCHC – The National Commission on Correctional Health Care.

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

PROPOSAL – The proposal submitted by WELLPATH on June 28, 2019 in response to the RFP, made part of this Agreement by reference.

RFP – The Request for Proposal of Inmate Health Care Services released by the County May 16, 2019, made part of this Agreement by reference.

SPECIALTY SERVICES – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided for in this AGREEMENT.

TERM - The term of this Agreement as further described in paragraph 9.0.

ARTICLE I **HEALTH CARE SERVICES**

1.0 **SCOPE OF SERVICES.** WELLPATH shall administer health care services and related administrative services at the LCDOC according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by WELLPATH or the COUNTY as set forth in this Article.

1.1 **GENERAL HEALTH CARE SERVICES.** WELLPATH will arrange and bear the cost of the following health care services:

1.1.1 **RECEIVING SCREENING.** A receiving screening of an INMATE/DETAINEE shall be performed as soon as possible after the INMATE/DETAINEE’s booking into the LCDOC. In the event WELLPATH fails to perform the receiving screening within such eight (8) hour timeframe, WELLPATH will be assessed a

penalty of \$100, per occurrence. All new admissions/screening charts are to be reviewed and signed by the physician or PHYSICIAN EXTENDER within twenty-four (24) hours of the next scheduled date for onsite physician services.

- 1.1.2 HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than ten (10) calendar days after the INMATE/DETAINEE's arrival at the LCDOC. The health assessment shall follow current NCCHC standards. In the event WELLPATH fails to perform the health assessment within such ten (10) day period, WELLPATH shall be assessed a penalty of \$200, per occurrence
- 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.
- 1.1.4 TRANSFERS AND WORK REVIEWS. Health Care Staff shall perform reviews, medical examinations, medical summaries or certifications as are necessary for intra-system transfers within twenty-four (24) hours from the time the names are provided; reviews, medical examinations, medical summaries or certifications for food handling and work clearances must be completed within seventy-two (72) hours from the time the names are provided.
- 1.2 AMBULANCE SERVICE. WELLPATH shall arrange and bear the cost of emergency ambulance services for COVERED PERSONS.
- 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.), except within guidelines established by the NCCHC. If WELLPATH HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. Costs incurred by WELLPATH for court testimony related to this paragraph will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1. After collecting evidence, WELLPATH HEALTH CARE STAFF shall turn the specimen over to a court-designated representative for completion of chain-of-custody evidence.
- 1.4 DENTAL. WELLPATH shall arrange and bear the cost of dental services if WELLPATH's CHIEF MEDICAL OFFICER or designee determines that dental care is medically necessary.
- 1.5 DIALYSIS SERVICES. WELLPATH shall arrange and bear the cost of dialysis services ordered by a WELLPATH physician for COVERED PERSONS.
- 1.6 ELECTIVE MEDICAL CARE - NOT COVERED. WELLPATH shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of WELLPATH's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

- 1.7 HOSPITALIZATION. WELLPATH will arrange and bear the cost of hospitalization related to medical services for a COVERED PERSON who, in the opinion of the treating physician and/or WELLPATH's CHIEF MEDICAL OFFICER or designee, requires hospitalization. .
- 1.8 MEDICAL EQUIPMENT OVER \$500. In the event that the Parties mutually agree that medical equipment in excess of \$500 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, WELLPATH shall purchase the agreed upon medical equipment on behalf of the COUNTY. WELLPATH shall not be responsible for the cost of such medical equipment. The COUNTY shall be responsible for the cost of such medical equipment.
- 1.9 MEDICAL SUPPLIES/EQUIPMENT OF \$500 OR LESS. WELLPATH 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 terms of the AGREEMENT, which have a unit cost of \$500 or less,.
- 1.10 MEDICAL WASTE. WELLPATH shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.
- 1.11 MENTAL HEALTH CARE. WELLPATH shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, group therapy, basic community linkage, comprehensive community linkage and continuity of care. WELLPATH shall not be responsible for the provision or cost of any off-site or inpatient mental health services.
- 1.12 OFFICE EQUIPMENT AND COMMUNICATION UTILITIES. WELLPATH shall be responsible for providing office equipment required for the administrative operations of the medical unit with a cost of less than \$500. WELLPATH shall also require physical and/or remote network access to provide technical support to WELLPATH HEALTH CARE STAFF. The COUNTY shall be responsible for providing and maintaining office equipment, such as copier and fax machines, as well as obtaining adequate phone and internet service required for the administrative operation of the medical unit. The COUNTY shall be responsible for providing technical support to the HEALTH CARE STAFF.
- 1.13 OFFICE SUPPLIES. WELLPATH shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.14 PATHOLOGY/RADIOLOGY SERVICES. WELLPATH shall arrange and bear the cost of pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a WELLPATH physician for COVERED PERSONS. WELLPATH shall arrange on-site pathology and radiology services to the extent reasonably possible. WELLPATH will arrange and coordinate with Director of Corrections for the transportation for pathology and radiology off-site services.

- 1.15 PHARMACY SERVICES. WELLPATH shall provide monitoring of pharmacy usage as well as a Preferred Medication List. 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.
- 1.15.1 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 health care provider.
- 1.16 WOMEN'S HEALTH AND PREGNANT COVERED PERSONS. WELLPATH shall arrange and bear the cost of 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. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in paragraph 1.17. WELLPATH shall ensure that an Advanced Registered Nurse Practitioner provides at least four (4) hours of service per week with a focus on women's health issues.
- 1.17 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, WELLPATH shall arrange and bear the cost for specialty services. WELLPATH's authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. WELLPATH's authorized personnel will make a recommendation and obtain approval from the Director of Corrections for SPECIALTY SERVICES prior to making arrangements for specialty services. WELLPATH shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, WELLPATH shall make appropriate off-site arrangements for rendering off-site care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, WELLPATH will arrange and bear the cost only if the WELLPATH CHIEF MEDICAL OFFICER or designee approves off-site SPECIALTY SERVICES.
- 1.18 VISION CARE. In the event it is determined that a COVERED PERSON requires vision correction to achieve minimal function, WELLPATH shall arrange and bear the cost of a vision examination and one (1) pair of ordinary glasses per COVERED PERSON. WELLPATH's Chief Medical Officer, or designee, will make such determination and refer COVERED PERSONS for the vision examination. WELLPATH's HEALTH CARE STAFF obtain approval from the Director of Corrections for the vision examination prior to making arrangements for vision services. WELLPATH shall arrange on-site/off-site vision examinations to the extent reasonably possible and shall bear the costs of such examinations. .
- 1.19 EMPLOYEE VACCINATIONS. During the TERM (and any renewal period thereafter),WELLPATH will provide annual influenza vaccinations for each member of the staff of the Division of Corrections of the County and vaccinations for Hepatitis B for each person who becomes employed by the Division of Corrections of the County on or after the Effective Date.

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 plan 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.
- 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 assure medical evaluation /follow-up within 24 hours of post-nursing triage referral (including weekends and holidays).
- 2.0.3 WELLPATH shall provide or arrange for the provision of an on-call physician and/or Physician Extender available by telephone or pager, 24 hours per day and 7 days per week.
- 2.0.4 WELLPATH 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 WELLPATH, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT.
- 2.1 STAFFING LEVELS. 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 agreed to by the Director of Corrections and WELLPATH. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement which shall be subsequently documented in writing.
- 2.2 STAFFING CREDIT FOR VACANCY. WELLPATH shall provide the Director of Corrections with the actual cost for service hours not provided by any HEALTH CARE STAFF (excluding any support staff that provides and administrative function) due to vacancy from the initial date of such vacancy to the date that the HEALTH CARE STAFF position is filled. To avoid the payment of any credit, WELLPATH may fill such open position by equally qualified staff on an overtime or PRN basis. Positions vacant for more than thirty (30) days will be assessed a credit equal to 1.5 times the actual cost of service hours of the vacancy as calculated by WELLPATH.
- 2.3 STAFF SCREENING. The COUNTY and Director of Corrections shall screen WELLPATH's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the LCDOC to ensure they do not constitute a security risk. The Director of Corrections shall have final approval, which shall not be unreasonably withheld, of WELLPATH's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.

- 2.4 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the Director of Corrections becomes dissatisfied with any member of the HEALTH CARE STAFF, Director of Corrections shall provide WELLPATH written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, WELLPATH shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the Director of Corrections within ten (10) business days following WELLPATH's receipt of the notice, WELLPATH shall remove the individual from providing services at the LCDOC within a reasonable time frame considering the effects of such removal on WELLPATH's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The Director of Corrections reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 **UTILIZATION MANAGEMENT.** WELLPATH shall provide utilization management services and administer medical claims processing for the offsite medical services/pharmacy services administered by WELLPATH, 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 Director of Corrections 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 the COUNTY Deputies and LCDOC Correctional Staff in accordance with the needs mutually established by the COUNTY and WELLPATH. Training shall be provided by methods and intervals determined by WELLPATH.
- 3.2 **MONTHLYREPORTS.** As requested by the Director of Corrections, 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 LCDOC POPULATION.
- 3.3 **MONTHLY MEETINGS.** As requested by the Director of Corrections, WELLPATH shall meet monthly, or as soon thereafter as possible, with the Director of Corrections, or designee, concerning health care services within the LCDOC and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.4 **MEDICAL RECORDS MANAGEMENT.** WELLPATH shall provide the following medical records management services:
- 3.4.1 **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 LCDOC 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 LCDOC 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 Director of Corrections, as property of the LCDOC.

- 3.4.2 ELECTRONIC MEDICAL DATA MANAGEMENT. WELLPATH shall provide and maintain an electronic medical data management system for use at the LCDOC.
- 3.4.3 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.
- 3.4.4 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, WELLPATH shall make available to the Director of Corrections or COUNTY, unless otherwise specifically prohibited, at the Director of Corrections or COUNTY’s request, all records, documents and other papers relating to the direct delivery of health care services to the LCDOC POPULATION hereunder.

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 TESTING AND INOCULATIONS FOR LCDOC EMPLOYEES. WELLPATH shall arrange, bear the cost and administer Tuberculosis skin testing, Hepatitis (A) Inoculations, and Hepatitis (B) Inoculations to LCDOC employees. Costs for said tests and inoculations which are administered to LCDOC employees shall be the responsibility of WELLPATH.WELLPATH.
- 4.2 EMERGENCY MEDICAL CARE FOR LCDOC EMPLOYEES AND VISITORS. WELLPATH shall arrange for on-site first response emergency medical care as required for LCDOC employees, contractors and visitors to the LCDOC. 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.
- 4.3 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that WELLPATH 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 LCDOC. 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 LCDOC including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall WELLPATH be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the LCDOC facility during transport to or from the LCDOC.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE LCDOC. 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 LCDOC 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 LCDOC, 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 LCDOC or not counted in the MADP.
- 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 LCDOC 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 LCDOC. In addition, 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. 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. WELLPATH shall not be responsible for the provision or costs of any medical or health care service 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 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. WELLPATH shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by WELLPATH under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the LCDOC POPULATION as a result of the medical judgment of a physician or WELLPATH authorized personnel, WELLPATH shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 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 COUNTY or Director of Corrections or their employees, agents or contractors, which results in medical care for the LCDOC POPULATION, LCDOC staff, visitors, or contractors, WELLPATH shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, WELLPATH shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by WELLPATH.

ARTICLE VII **COUNTY'S DUTIES AND OBLIGATIONS**

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, LCDOC and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the Director of Corrections shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. WELLPATH shall identify to the Director of Corrections those members of the LCDOC POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the LCDOC or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the Director of Corrections 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 Director of Corrections shall provide WELLPATH, at WELLPATH's request, the COUNTY or LCDOC records (including medical records) relating to the provision of health care services to the LCDOC POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the LCDOC POPULATION (to the extent the COUNTY or LCDOC 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 Director of Corrections to WELLPATH that the Director of Corrections 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 Director of Corrections.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the LCDOC shall not be employed or otherwise engaged or utilized by either WELLPATH or the Director of Corrections in rendering any health care services to the LCDOC POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the LCDOC POPULATION and not involving access to LCDOC POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE LCDOC 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 LCDOC POPULATION and LCDOC staff, consistent with a correctional setting. The Director of Corrections 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 LCDOC while at the LCDOC or other premises under the Director of Corrections direction or control. However, any WELLPATH 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. WELLPATH shall not be liable for any loss or damages resulting from WELLPATH's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

- 7.5 LCDOC'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 LCDOCS'S posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 Title 37 of the Pennsylvania Code governing the operation of Pennsylvania County Jails and a complete set of the Policies and Procedures shall be maintained by the COUNTY and made available for inspection by WELLPATH at the LCDOC, and WELLPATH may make a reasonable number of copies of any specific section(s) it wishes using the LCDOC's photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the LCDOC 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 LCDOC'S Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or Director of Corrections' representative and WELLPATH shall review the COUNTY and/or LCDOC'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 sole negligence of the COUNTY and/or LCDOC'S employees, or a member of the LCDOC POPULATION.
- 7.7 SECURE TRANSPORTATION. The Director of Corrections shall provide security as necessary and appropriate in connection with the transportation of a member of the LCDOC 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 Director of Corrections for

transportation to and from the off-site services provider or hospital. WELLPATH HEALTH CARE STAFF shall not be responsible for medical observation during off-site transportation. Should the parties find it medically necessary for INMATES/DETAINEES to be medically observed during transportation, said INMATES/DETAINEES shall be transported via ambulance.

- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The Director of Corrections shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the LCDOC health care facilities except as otherwise set forth in Paragraphs 1.13 and 1.14. At the termination of this AGREEMENT, WELLPATH shall return to the COUNTY possession and control of all COUNTY-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 LCDOC POPULATION. It is understood that the Director of Corrections shall provide for all the non-medical personal needs and services of the LCDOC POPULATION as required by law. WELLPATH shall not be responsible for providing, or liable for failing to provide, non-medical services to the LCDOC POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies, water soluble bags, contact lens cases and solution, diapers, denture cups, cleaner and adhesive creams for dentures, finger/toenail clippers.

LCDOC POPULATION INFORMATION. In order to assist WELLPATH in providing the best possible health care services to COVERED PERSONS, the Director of Corrections shall provide, as needed, information pertaining to the COVERED PERSON that WELLPATH and the Director of Corrections mutually identify as reasonable and necessary for WELLPATH to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII **COMPENSATION/ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to WELLPATH for each year of the TERM shall be as follows:

Year One:	\$2,996,280
Year Two:	\$3,086,160
Year Three:	\$3,178,752

The base amount shall be paid in equal monthly payments based on a twelve (12) month year, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount, which is to be pro-rated, is to be paid by the COUNTY to WELLPATH on the 15th day of May, 2020. Each monthly payment thereafter is to be paid by the COUNTY to WELLPATH before the 1st day of the month of the month of service.

- 8.0.1 RENEWAL TERMS. During each renewal period described under paragraph 9.0 below, if any, the base annual amount to be paid by the COUNTY to WELLPATH shall be the annual amount paid during the third year of the TERM plus the greater

of (i) Two and One-Half Percent (2.5%) and (ii) 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.

8.0.2 PER DIEM RATE. The base annual amount is calculated upon an MADP of 650 inmates. In the event, during any month within the TERM or any renewal period thereafter, the MADP exceeds 650 inmates, then the compensation paid to WELLPATH shall be increased, for the month of the average increase, by the proposed per diem rate as described below multiplied times the number of inmates above 650. If the MADP is under 650 inmates, during any month within the TERM or any renewal period thereafter, then the compensation paid to WELLPATH shall be decreased, for the month of the average decrease, by the proposed per diem rate multiplied times the number of inmates below 650. The WELLPATH proposed per diem rate is \$4.00 per inmate per day. The per diem rate is meant to cover changes in variable cost items such as, but not limited to, pharmacy, X-ray, laboratory, and medical and dental supplies. It is not meant to provide compensation for any change in staffing that might become necessary in the event of a sustained significant change in inmate population. In the event of a sustained significant change in inmate population, it may be necessary for the COUNTY and WELLPATH to negotiate appropriate change in HEALTH CARE STAFF.

8.1 QUARTERLY RECONCILIATION PROCESS. WELLPATH will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

8.1.1 ADJUSTMENT FOR MADP. The quarterly reconciliation shall include a per diem adjustment based on changes in the MADP at the rates set forth in paragraph 8.0.2.

8.1.2 ADJUSTMENT FOR COURT TESTIMONY. The quarterly reconciliation shall include staffing costs for any court testimony provided by WELLPATH's HEALTH CARE STAFF, as stated in paragraph 1.3, at the current hourly rate paid to the employee providing said court testimony.

ARTICLE IX

TERM AND TERMINATION

9.0 TERM. The term of this AGREEMENT shall be three (3) years, beginning on the Effective Date at 12:01 a.m. and ending at 11:59 p.m. on May 14, 2023. This AGREEMENT may be renewed for additional one year periods with mutually agreed upon increases, upon mutual consent of the COUNTY and WELLPATH..

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 and the Director of Corrections 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 and Director of Corrections may terminate this AGREEMENT without penalty or liability, by providing a minimum of sixty (60) 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 and/or Director of Corrections to comply with any 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 provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the Director of Corrections or 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 Director of Corrections, 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 Director of Corrections or the COUNTY.
- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the Director of Corrections, the COUNTY or WELLPATH may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving one hundred eighty (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 LCDOC any stock medications or supplies purchased by WELLPATH that have not been used at the time of termination. WELLPATH shall also be allowed to visually inspect and remove its property from the LCDOC including but limited to, WELLPATH owned medical equipment, computers, its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all WELLPATH materials, documents or reports marked as confidential or proprietary.

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. Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.0.4 EMPLOYER'S LIABILITY. Employer's Liability insurance in an amount up to \$1,000,000.
- 10.0.5 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE. Comprehensive AUTO MOBILE Liability Insurance with combined single limits for bodily and property damage of \$1,000,000 and no annual aggregate on an occurrence form. WELLPATH shall also maintain Statutory Uninsured Motorist Coverage, Hired and Non-Owned Coverage, and Motor Carrier Act Endorsement.
- 10.1 ENDORSEMENTS. The Comprehensive General Liability and the Professional Liability policies shall contain additional endorsements naming the LCDOC as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 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 material 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 or the Director of Corrections pursuant to the terms of Article IX.

- 10.3 INDEMNIFICATION. WELLPATH agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of WELLPATH, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The COUNTY agrees to indemnify and hold harmless WELLPATH, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY and Director of Corrections agree to promptly notify WELLPATH in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and Director of Corrections agree that WELLPATH's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to WELLPATH as set forth above. Upon written notice of claim, WELLPATH shall take all steps necessary to promptly defend and protect the COUNTY and Director of Corrections from an indemnified claim, including retention of defense counsel, and WELLPATH shall retain sole control of the defense while the action is pending, to the extent allowed by law.
- 10.4 HIPAA. WELLPATH, the COUNTY, LCDOC, and Director of Corrections 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 HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, LCDOC and Director of Corrections and their employees and agents shall indemnify and hold harmless WELLPATH from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the Director of Corrections and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of WELLPATH.

ARTICLE XI **CONTRACT CONSTRUCTION**

- 11.0 INCORPORATED BY REFERENCE. All Exhibits attached hereto are part of this AGREEMENT. When applicable, the RFP and the Proposal are incorporated herein by reference to the extent not inconsistent with this AGREEMENT.
- 11.1 ORDER OF PRECEDENCE. In the event of a conflict, ambiguity of inconsistency among this AGREEMENT and any Attachments of Exhibits named herein that are attached and incorporated by reference, such conflict shall be resolved by applying the following order of precedence:

- 11.1.1 This AGREEMENT (including all Exhibits)
 - 11.1.2 The PROPOSAL
 - 11.1.3 COUNTY Answers to Questions
 - 11.1.4 The RFP
 - 11.1.5 Applicable law
- 11.2 PENALTY GRACE PERIOD. Any penalty that could be or is assessed to, or any credit that could be or is due from WELLPATH under this AGREEMENT, the Proposal or the RFP shall be waived and no amount shall be due from WELLPATH during the period beginning at 12:01 a.m. (E.S.T.) on the Effective Date and ending one hundred twenty (120) consecutive days thereafter.

ARTICLE XII
MISCELLANEOUS

- 12.0 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 or Director of Corrections 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 or the Director of Corrections, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 12.1 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.
- 12.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the LCDOC to pay providers for medical services at certain reduced rates, COUNTY and/or Director of Corrections designate WELLPATH as their agent to assert such rights and privileges.
- 12.3 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.

12.4 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.

12.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that WELLPATH is neither bound by or aware of any other existing contracts to which either the Director of Corrections or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the LCDOC. 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.

12.6 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, pandemics/epidemics, 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.

12.7 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.

12.8 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 WELLPATH:
Wellpath, LLC
General Counsel
1283 Murfreesboro Rd., Ste. 500
Nashville, TN 37217

If for COUNTY:
Solicitor’s Office
Luzerne County Courthouse
200 N. River Street
Wilkes Barre. PA 18702

Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

- 12.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws or rules of any jurisdiction.
- 12.10 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.
- 12.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: 1.15, Article VIII, Article IX and Article X.
- 12.12 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.
- 12.13 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.
- 12.14 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.
- 12.15 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.

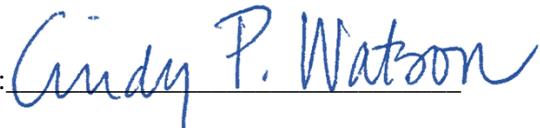
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Luzerne, Pennsylvania

WELLPATH, LLC

By: _____
 AUTHORIZED PERSON
 Title: County Manager

By: 
 Title: President, Local Govt. Health Division

Date: _____

Date: 5/6/2020

EXHIBIT A

Wellpath Staffing for Luzerne County Division of Corrections MADP 650									
Title	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Week	FTEs
Days									
Medical Director (Physician)	3		3		3			9	0.225
Mid-Level*	8	8	8	8				32	0.80
Health Services Administrator	8	8	8	8	8			40	1.00
Records Clerk	4	4	4	4	4			20	0.50
AA	8	8	8	8	8			40	1.00
RN	12	12	12	12	12	12	12	84	2.10
Director of Nursing	8	8	8	8	8			40	1.00
Dentist	4			4				8	0.20
Dental Assistant	4			4				8	0.20
Psychiatrist*		2		2				4	0.10
Psychiatric Mid-Level*	6	6	6	6	6			30	0.75
Mental Health Director**			2**					2**	0.05
Counselor/MH Coordinator- LCSW	8	8	8	8	8			40	1.00
Counselor- LCSW	16	16	16	16	16	8	8	96	2.40
Subtotal								453	11.325
Nights									
RN	12	12	12	12	12	12	12	84	2.10
Subtotal								84	2.10
TOTAL								537	13.45

**May substitute one hour of physician time for two hours of mid-level practitioner time, or two hours of mid-level practitioner time for one hour of physician time, as necessary and with client approval.*

Note; The Health Services Administrator is not required to hold an active Pennsylvania RN license (as specified in the RFP), but to hold a bachelor’s degree in a related clinical field. The Director of Nursing will oversee the nursing services at the LCDOC, including supervising Wellpath RNs and the County’s Licensed Practical Nurses (LPNs), and providing additional staff during nursing vacancies.

** Averages at approximately 2 hours per week; plan is for onsite 8 hours monthly