

AGREEMENT FOR INMATE HEALTH CARE SERVICES

At Milwaukee County, Wisconsin

Effective _____ through _____, _____

This Agreement for Inmate Health Care Services (this “Agreement”) is entered into by and between Milwaukee County, a Wisconsin municipal body corporate (the “County”), and Wellpath LLC (hereinafter, “Wellpath”), a Delaware limited liability company. Each of the County and Wellpath also may be referred to herein as a “Party” and both may be referred to collectively as the “Parties.”

RECITALS

WHEREAS, on behalf of the County the Superintendent at the Milwaukee County House of Correction (the “Superintendent”) and the Milwaukee County Sheriff (the “Sheriff”), acting by and through the Jail Administrator, are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Milwaukee County House of Correction located at 8885 S. 68th Street, Franklin, Wisconsin 53132 (the “HOC”) and the Milwaukee County Jail located at 949 N. 9th Street, Milwaukee, Wisconsin 53233 (the “Jail”), respectively (the HOC and Jail each may be referred to herein as a “Correctional Facility” and collectively as the “Correctional Facilities”); and

WHEREAS, it is the objective of the County, the Superintendent, and the Sheriff to provide for the delivery of quality health care, including medical, dental and mental health care to Inmates, in accordance with applicable law, the NCCHC Standards and the Consent Decree; and

WHEREAS, the County, through the HOC, Office of the Sheriff, and Department of Administrative Services, Procurement Division, issued the RFP to solicit proposals from qualified providers of correctional health care services for the provision of such services at the Correctional Facilities; and

WHEREAS, Wellpath (f/k/a Correct Care Solutions, LLC) provided a responsive and responsible Proposal to the RFP on or around September 14, 2018; and

WHEREAS, following evaluation of all responsive and responsible Proposals by the RFP Evaluation Committee, Wellpath was selected as the highest-scoring and winning respondent under the RFP; and

WHEREAS, Wellpath is in the business of administering health care services in a correctional environment and desires to administer such services on behalf of the County to the Inmates under the terms and conditions of this Agreement;

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

DEFINITIONS

Unless otherwise defined in this Agreement, all capitalized terms have the meanings assigned to them in the RFP. Terms defined by the NCHCC shall have the meanings so assigned to them by that body. Terms defined in the preamble, recitals, and body of this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

Agreement – The Agreement consists of the following documents, listed in order of precedence:

- a. the requirements of the Consent Decree while it is in force, a copy of which is attached hereto as Exhibit A;

- b. the RFP documents attached hereto as Exhibit B as modified by the deviations from the RFP set forth in Section 16 of their Proposal, a copy of which is attached hereto as Exhibit B-1;
- c. this document;
- d. the Health Care Staffing Plan/Matrix attached hereto as Exhibit C;
- e. the Proposal attached hereto as Exhibit D; and
- f. the Cost Proposal attached hereto as Exhibit E.

*In the event of a conflict between any of the foregoing documents, the documents shall apply in the order of precedence listed above unless a stricter standard is set forth in a document lower in precedence. Notwithstanding anything to the contrary contained in any document forming the Agreement, no term shall apply if it differs from terms or requirements of the Consent Decree or the NCCHC Standards unless such term meets or exceeds such terms or requirements.

Consent Decree – The 2001 Consent Decree entered into by the County pursuant to the Order of the Milwaukee County Circuit Court in the case of *Christensen v. Milwaukee County*, 96-CV-001835.

Contract Monitor – the independent monitor, if any, appointed by the County to monitor Wellpath’s performance and compliance with its obligations under this Agreement, as the same may be replaced or reappointed from time to time.

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

Court Monitor – The individual appointed by the court pursuant to the Consent Decree to monitor the County’s compliance therewith, as the same may be replaced or reappointed from time to time. The Court Monitor currently appointed as of the effective date of this Agreement is Dr. Richard Shansky.

Fit for Confinement – A determination made by a Wellpath Qualified Health Care Professional that an individual is medically stable and has been medically cleared for acceptance into the Correctional Facilities. 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, licensed as necessary and qualified to perform the duties assigned to them.

Wellpath Chief Clinical Officer – Wellpath’s chief physician who is licensed to practice medicine in the State of Wisconsin and is vested with certain decision-making duties under this Agreement.

Inmate – An individual who has been deemed Fit for Confinement and is physically booked into a Correctional Facility and included in such Correctional Facility’s MADP.

Jail Administrator – The individual designated by the Sheriff to administer the Jail and the operation thereof, as the same may be replaced or re-designated from time to time.

MADP or Monthly Average Daily Population – The average number of Inmates housed in the Correctional Facilities on a daily basis for the period of one month. The MADP shall be figured by summing the daily population for the Correctional Facilities (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. Correctional Facilities records shall be made available to Wellpath upon request to verify the MADP. Persons on home

confinement, housed outside of the Correctional Facilities, and parolees and escapees shall not be considered part of the Correctional Facilities' MADP.

NCCHC – The National Commission on Correctional Health Care.

NCCHC Standards – The most current version at any given time of the NCCHC Standards for Health Services in Jails. The Parties acknowledge that the 2018 version of the NCCHC Standards is the version in effect as of the date of this Agreement. All references herein to individual NCCHC Standards correspond to the 2018 version and shall be deemed to refer to the same or substantially similar NCCHC Standard if renumbered in any future version.

Proposal – The proposal materials submitted by Wellpath to the County on or around September 14, 2018 in response to the RFP, which proposal materials detail the methodology by which Wellpath will perform the services required under this Agreement.

Qualified Health Care Professional – A physician, physician assistant, nurse, nurse practitioner, dentist, mental health professional, or other health care professional who by virtue of his or her education, credentials, and experience is permitted by law to evaluate and care for patients.

RFP – Request for Proposals #98180020: Correctional Medical Services, and all its attachments and addenda, publicly issued by the County on July 20, 2018, as modified by the deviations from the RFP set forth in Exhibit C-1. All references to “Contract” in the RFP shall be deemed to refer to this Agreement. All references to “Contractor, “CCS,” or “Correct Care Solutions” in the RFP shall be deemed to refer to Wellpath.

Specialty Services – The specialty care services, whether on-site or off-site, as and to the extent defined in RFP Addendum 11.

ARTICLE I **HEALTH CARE SERVICES**

1.0 SCOPE OF SERVICES. Wellpath shall provide health care services and related administrative services at the Correctional Facilities in accordance with the terms and provisions of this Agreement. Wellpath shall be solely responsible for all clinical decisions with respect to the type, timing, and level of services needed by Inmates. This includes, without limitation, the determination of an Inmate's clinical needs, inpatient hospitalization, and/or referral to an outside specialist or other specialized care determined to be clinically necessary. Wellpath shall further be responsible for complying with any and all requests and requirements regarding clinical care and level of services as stated by the Court Monitor (if such request is consistent and or not in conflict with the Agreement terms) and/or required under the NCCHC Standards. The costs of the various health care services shall be borne by Wellpath or the County as set forth in this Agreement. Furthermore, Wellpath shall provide all services referenced in the RFP unless such provision or service is expressly excepted in Exhibit C-1 (Deviations from the RFP).

1.0.1 COMPLIANCE WITH NCCHC STANDARDS. Wellpath and its services hereunder shall at all times comply and remain compliant with the NCCHC Standards. If any new or revised standards are promulgated following the effective date of this Agreement, and if Wellpath reasonably believes that compliance with such new or revised standards will materially affect Wellpath's costs in providing services, then Wellpath may request a meeting with the County to

discuss (a) the financial impact of such new or revised standard(s), (b) any processes that must be implemented to comply therewith, and (c) the costs associated with such compliance. The County shall consider in good faith any requests of Wellpath for amendments to this Agreement shown to be reasonably necessary based on the foregoing analysis. Nothing in this subsection shall be deemed to limit Wellpath's obligation to comply with RFP Section 15 or Section 9 of the Proposal.

1.1 GENERAL HEALTH CARE SERVICES. Wellpath will provide without cost to the County the following health care services and shall ensure that all such services adhere strictly to the standards and requirements of this Agreement:

1.1.1 RECEIVING SCREENING. A receiving screening of all individuals presented for booking into a Correctional Facility shall be performed as outlined in RFP Sections 5.6, 6.3, and 7.2, as soon as possible after the each such individual's arrival at a Correctional Facility and without unnecessary delay, but in any event not to exceed four (4) hours after the Covered Person's arrival at the Correctional Facilities. Such individuals shall be assessed and seen promptly according to each individual's condition at the time of arrival to determine whether the individual's physical condition is reasonably able to be accommodated within the Correctional Facility. All receiving screenings shall meet or exceed NCCHC Standard J-E-02.

1.1.2 HEALTH ASSESSMENT. A health assessment of an Inmate shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate's arrival at a Correctional Facility.

1.1.3 SCHEDULED SICK CALL. Wellpath shall comply with RFP Section 4.5 as documented in Section 4.3 of the Proposal. To this end, Wellpath shall provide nursing sick call and clinician sick call services at a frequency that meets Inmate health care needs, at a minimum of no less than five (5) days per week. Wellpath shall establish and maintain a timekeeping and documented tracking system for reviewing, prioritizing, and processing Inmates' sick call requests. All Inmates shall have a daily opportunity to request medical, mental health, and dental services, including Inmates housed in segregation and closed custody units. All medical, mental health, and dental sick call requests shall be reviewed and prioritized by a Qualified Health Care Professional as soon as possible, within a minimum of twenty-four (24) hours from the time of submission. There shall be a face-to-face visit with the Inmate within twenty-four (24) hours of review of the sick call request if it requires or may require a prompt response to a clinical need. Inmates referred to the psychiatrist shall be seen within ten (10) working days of the referral. Immediacy of need will be determined by the triaging clinician. Wellpath shall when appropriate describe a schedule and timeline(s) for responses to medical and non-emergent mental health requests. Dental appointments shall be made in accordance with a priority system that has been approved by the dentist. Wellpath shall place request forms or documentation in the health record immediately. Nursing sick call and clinician sick call services shall be available to Inmates at the Correctional Facilities and in all housing units thereof, including those in general population, restricted housing, and special needs units.

1.1.4 PRIORITIES OF CARE. Wellpath shall comply with the provisions of RFP Section 4.1 . To this end, Wellpath shall schedule services according to highest priority of clinical need. Wellpath shall give the highest priority to services of an emergent or urgent nature. Wellpath shall review and revise schedules daily to ensure timely access to care for emergent and urgent clinical needs.

1.1.5 CONSENT TO TREAT. Wellpath shall comply with the provisions of RFP Section 4.2. To this end, Wellpath's shall customize as required to meet County objectives its Policy and Procedures manual to contain an NCCHC-compliant policy on informed consent and shall address the applicability and necessity of informed consent, inclusive of contacts with outpatient prescribing pharmacies and treatment providers as necessary, and the right to refuse care generally. All Wellpath staff engaged in patient care are responsible for becoming familiar with and adhering to this policy. The Director of Nursing will be responsible for overseeing the process regarding the documentation required, forms utilized, and criteria applied for informed consent. All examinations, treatments, and procedures are governed by informed consent practices applicable in federal and state jurisdictions, and by community standards. Inmates shall have the right to make informed decisions regarding health care. Exceptions to consent are life threatening conditions that require immediate medical intervention and emergency care of patients who do not have the capacity to understand the information given.

1.1.6 REFUSAL DOCUMENTATION. Wellpath shall comply with the refusal documentation provisions of RFP Section 4.3 as documented in Section 4.2 of the Proposal. Refusal documentation shall also be part of the Wellpath informed consent policy, which addresses the various scenarios of refusal and potential exceptions. The Inmate's right to refuse treatment will be clearly delineated and defined according to Wisconsin statute and Wellpath standards, which shall always adhere to NCCHC Standards. Refusal for any health evaluation, treatment, or medication is documented with an explanation and the patient's signature. No blanket refusals or refusal of care upon admission shall be acceptable. Inmates who fail to present for an appointment shall not be assumed to be refusing care. The cause of any refusal will be determined and documented, with records retained for the appropriate period of time as determined by professional standards and by law.

1.2 ROUTINE PREVENTIVE CARE. As stated in RFP Section 4.4, Wellpath shall follow the guidelines and standards of the Wisconsin Department of Public Health, NCCHC, and the Centers for Disease Control and Prevention (CDC) for the provision of preventive care. Inmates who have a length of stay of one year or more in either Correctional Facility shall receive periodic health assessments, mental health screenings, and dental examinations in accordance with described policies and standards. Routine health assessments, physical and mental health screenings, and dental examinations should be scheduled with appropriate follow-up care.

1.3 EMERGENCY MEDICAL SERVICE AND AMBULANCE TRANSPORT. Wellpath shall be responsible twenty-four (24) hours a day for emergency medical and ambulance services in compliance with this Agreement, including without limitation RFP Section 4.6 and its subsections, at no additional cost to the County. In the event that ambulance and off-site emergency care service is required for any reason, such costs shall be applied to the Medical Cap Amount listed in Section 1.17.1.

1.4 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.) but will work with the County to arrange for such services to be provided by a third-party provider and/or otherwise comply with NCCHC Standard J-G-04. Health Care Staff must protect the integrity of the therapeutic relationship with their patients and may not be involved with the collection of forensic evidence.

1.5 DENTAL. Wellpath shall arrange for and bear the cost of oral screening (as defined by NCCHC) and dental care services of all Inmates and in compliance with this Agreement, including without limitation RFP Section 5.9 and its subsections. Without limiting the generality of the foregoing, Wellpath shall ensure

that oral screenings are performed for all Inmates within fourteen (14) days from the date of the Inmate's booking into the Correctional Facilities, as more particularly required under the Consent Decree, any Court Monitor requirements, and RFP Section 5.9.2. Costs for off-site dental care shall be applied to the Medical Cap Amount listed in Section 1.17.1.

1.6 ELECTIVE MEDICAL CARE - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any elective care. In the event an Inmate requires elective care, the Inmate or County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the professional opinion of Wellpath's Chief Clinical Officer or designee made after consultation with the County and, unless deemed unnecessary in the professional opinion of such Chief Clinical Officer, an experienced committee of medical professionals, cause the Inmate's health to deteriorate or cause harm to the Inmate's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.7 HOSPITALIZATION. Wellpath shall be responsible for the provision and cost of any hospitalization. In providing and paying for such hospitalization, Wellpath shall apply the Medical Assistant rate and shall coordinate with the applicable hospital facility to apply any health insurance coverage the Inmate may have or to enroll any eligible Inmate in BadgerCare. In the event that hospitalization is medically necessary for an Inmate, such costs, less any costs recoverable through the aforementioned Inmate health insurance or BadgerCare payments, shall be applied to the Medical Cap Amount listed in Section 1.17.1.

1.8 LONG TERM CARE. Wellpath shall be responsible for the provision and cost of any long-term care services. In the event that an Inmate requires skilled care, custodial care or other services of a long-term care facility, Wellpath shall bear the cost, less any costs recoverable through the Inmate's health insurance, if any, or state or federal insurance program such as BadgerCare, Medicare and/or Medicaid. Wellpath shall be responsible for coordinating any such insurance coverage. The costs of long term care which may fall under the definition of Specialty Services shall be applied to the Medical Cap Amount listed in Section 1.17.1 in the manner provided in RFP Addendum 11.

1.9 MENTAL HEALTH CARE. Wellpath shall arrange and bear the cost of on-site mental health services for Inmates as provided in this Agreement which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. Wellpath shall be responsible for the provision and cost of any off-site or inpatient mental health services. All costs related to the provision and cost of off-site or inpatient mental health services for the Inmates shall be applied to the Medical Cap Amount listed in Section 1.17.1 in the manner provided in RFP Addendum 11.

1.10 PATHOLOGY/RADIOLOGY SERVICES. Wellpath shall be responsible for the provision and cost of any onsite clinical diagnostic services such as laboratory, radiology or pathology services as provided for in this Agreement, including without limitation RFP Section 5.13 and its subsections. In the event that these services are required to be performed off-site for any Inmate(s), such costs shall be applied to the Medical Cap Amount listed in Section 1.17.1 in the manner provided in RFP Addendum 11.

1.11 SPECIALTY SERVICES. Wellpath shall be responsible for the provision and cost of any Specialty Services as provided in this Agreement, including without limitation Section 4.22 of the Proposal and RFP Section 5.12 and its subsections. The costs of Specialty Services shall be applied to the Medical Cap Amount listed in Section 1.17.1 in the manner provided in RFP Addendum 11.

1.12 VISION CARE. Wellpath shall be responsible for the provision of eyeglasses and/or any other vision services as provided in Section 4.24 of its Proposal and in accordance with RFP Sections 5.12.3, 5.12.4, and 5.12.5 . In the event that any Inmate requires vision services, including an ophthalmologist's services, the cost of such vision or eye care services shall be applied to the Medical Cap Amount listed in Section 1.17.1 in the manner provided in RFP Addendum 11.

1.13 OFFICE SUPPLIES AND EQUIPMENT. Wellpath shall be responsible for the provision and cost of any office equipment, including without limitation office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

1.14 MEDICAL SUPPLIES AND EQUIPMENT OF \$1,500 OR LESS IN VALUE. Wellpath shall provide and bear the cost of any and all medical supplies (e.g. alcohol prep pads, syringes, etc.) and equipment (e.g. thermometers, scales, etc.) required to comply with the terms of this Agreement that have a per-unit cost of \$1,500 or less. Without limiting the generality of the foregoing, Wellpath shall in particular adhere to the requirements of RFP Section 16.5 and the relevant portions of page 32 of the Proposal.

1.14.1 INMATE-SPECIFIC MEDICAL EQUIPMENT AND MEDICALLY PRESCRIBED DEVICES. Wellpath shall arrange for and bear the cost of providing Inmate-specific medical equipment and medically prescribed devices in accordance with this Agreement, including without limitation RFP Section 16.6 and Section 4.26 of the Proposal.

1.15 MEDICAL WASTE. Wellpath shall arrange for and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its obligations under this Agreement, in accordance with all applicable local, state and federal laws and OSHA-regulated standards. Additionally, Wellpath shall provide for the proper disposal of amalgam scrap and the use of a mandated amalgam scavenger system in accordance with RFP Section 16.7.

1.16 PHARMACY SERVICES. Wellpath shall adhere to the requirements of this Agreement, including without limitation RFP Section 7 and its subsections and Sections 6.6 and 6.7 of the Proposal. To this end, Wellpath shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, Wellpath shall bear the cost of all prescription and non-prescription over-the-counter medications, including without limitation psychotropic medications, prescribed by a duly licensed Wellpath physician for an Inmate. Costs under this Section for pharmaceuticals which includes all medications, prescribed or otherwise, shall be included in the Pharmacy Cap Amount listed in Section 1.17.2. Costs under this Section for staffing or standard practices and care shall not be included in the Pharmacy Cap Amount. 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. Wellpath shall cooperate and coordinate with the County's third-party pharmacy provider to ensure appropriate acquisition, delivery, dispensation, and administration of all pharmaceuticals.

1.17 MEDICAL AND PHARMACY COST CAPS.

1.17.1 MEDICAL COST CAPS. Wellpath's maximum liability for costs associated with the provision of the services described and as set forth in Sections 1.3 (Emergency Medical Service and Ambulance Transport), 1.5 (Dental), 1.7 (Hospitalization), 1.8 (Long Term Care), 1.9 (Mental Health Care), 1.10 (Pathology/Radiology Services), 1.11 (Specialty Services), and 1.12 (Vision Care) (the "Capped Medical Services") shall be \$800,000.00 in the aggregate per Contract Year, to be pro-rated for any partial Contract Year (the "Medical Cap Amount"). Costs for Capped Medical Services that are in excess of the Medical Cap Amount shall be shared between Wellpath and the County, with each Party responsible for fifty percent (50%) of such excess costs. When the Medical Cap Amount for the Contract Year is reached, Wellpath will notify the County and will continue to provide utilization management, extend all provider discounts to the County, and pay the County's share of the cost of any Capped Medical Services when due to the applicable provider(s), provided that the County remains current with payments to Wellpath for the County's share of such costs as provided under this Agreement. Costs for Capped Medical Services that are in excess of the Medical Cap Amount and that are paid in full by Wellpath will be periodically reconciled with the County in accordance with Sections 8.1 and 8.2, as applicable.

1.17.2 PHARMACY COST CAPS. The County shall be responsible for paying its third-party pharmacy provider directly for any services and pharmaceuticals obtained from the third-party pharmacy, including without limitation psychotropic medications. The County's maximum liability for costs associated with pharmacy services described and as set forth in Section 1.16 (the "Capped Pharmacy Services" and, together with the Capped Medical Services, the "Capped Services") shall be \$750,000 in the aggregate per Contract Year, to be pro-rated for any partial Contract Year (the "Pharmacy Cap Amount" and, together with the Medical Cap Amount, the "Cap Amounts"). Costs for all medications, whether prescription, over the counter, or otherwise, such as those not available through the third-party pharmacy provider, shall be included in the Capped Pharmacy Services amount. Any pharmacy services required under this Agreement which are not provided by the third-party pharmacy are not considered Capped Pharmacy Services, are not subject to the Pharmacy Cap Amount, and are the responsibility of Wellpath. The County shall provide monthly invoices to Wellpath indicating the total cost of pharmacy services for the month, the total percentage of the Pharmacy Cap Amount billed for to date, and any overages, if applicable. If the Pharmacy Cap Amount is exceeded in any Contract Year, the County shall invoice Wellpath monthly and provide reporting that indicates the total cost of pharmaceuticals for that month as well as the percentage of the Pharmacy Cap Amount exhausted, and/or the any overage in excess of the Pharmacy Cap Amount, as applicable. Wellpath shall reimburse the County for all pharmaceutical costs up to the Pharmacy Cap Amount. Costs for Capped Pharmacy Services that are in excess of the Pharmacy Cap Amount shall be shared between Wellpath and the County, with Wellpath responsible for seventy-five percent (75%) of such excess costs and the County responsible for twenty-five percent (25%) of such excess costs. Wellpath shall be responsible for reimbursing the County for seventy-five percent (75%) of all overages noted in the monthly pharmacy services invoice.

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 required under Article I at the levels set forth in the Health Care Staffing Plan/Matrix attached hereto as Exhibit D and as otherwise required under this Agreement.

Wellpath reserves the right to assign the Health Care Staff outlined in Exhibit D to shift coverage as necessary based on operational needs to provide the health care services under this Agreement, provided that the staffing requirements of this Agreement are met at all times.

2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least twenty-four (24) hours' advanced notice.

2.0.2 Wellpath shall provide or arrange for the provision of an on-call physician or, in the alternative, an advanced-level healthcare professional such as a nurse practitioner, physician assistant, or clinical nurse specialist to be available by telephone or pager twenty-four (24) hours per day and seven (7) days per week.

2.0.3 Wellpath shall supply at all times the staffing levels contained in this section. If after exercising its best efforts Wellpath reasonably believes it is unable to continuously supply all of the required staffing due to factors outside of Wellpath's control, Wellpath will notify the County, the Court Monitor and any Contract Monitor and the such parties shall jointly determine a solution that ensures the continuity and adequacy of health care services provided in accordance with the requirements of this Agreement.

2.1 **STAFFING LEVELS WAIVER.** Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate population, and other unforeseen circumstances, Wellpath may propose to the County, the Court Monitor and any Contract Monitor certain increases or decreases in staffing requirements. Solely upon written approval of such parties made in their sole and absolute discretion, such staffing requirements may be waived or adjusted. No waivers of the required staffing levels will be permitted without such prior written approval.

2.2 **STAFF SCREENING.** The County shall have the right to conduct screening, background checks and initial drug testing of any of Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Correctional Facilities to ensure they do not constitute a security risk. The County shall have final approval of Wellpath's Health Care Staff, employees, agents and/or subcontractors in regards to security clearance and whether they satisfactorily passed the screening, background checks and initial drug testing provided for herein.

2.3 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide Wellpath written notice of such dissatisfaction and the reasons therefor. 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 County within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the individual from providing services at the Correctional Facilities 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 County reserves the right to revoke the security clearance of or deny access or admission to the Correctional Facilities to any Health Care Staff at any time.

ARTICLE III **ADMINISTRATIVE SERVICES**

3.0 **UTILIZATION MANAGEMENT.** Wellpath shall provide utilization management services and administer pharmacy services as set forth in Article I, on behalf of the County in accordance with this

Agreement, including without limitation RFP Section 21.7 and Section 7.2 of the Proposal. Wellpath will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County, the Court Monitor and/or the Contract Monitor and, as applicable, the Superintendent and/or the Jail Administrator apprised of its utilization management practices.

3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. In compliance with RFP Section 11 and its subsections, Wellpath shall conduct an ongoing health and mental health education and training program for the Sheriff's deputies and such other pertinent Correctional Facilities' officers in accordance with the needs mutually established by the County and Wellpath.

3.2 REPORTS. As requested by the County, the Court Monitor and/or the Contract Monitor and, as applicable, the Superintendent and/or the Jail Administrator, and in compliance with the Consent Decree and the RFP, including without limitation RFP Section 14.4 and its subsections, Wellpath shall submit health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Inmates and any other reports that any of the aforementioned parties may request from time to time. Required reports will include without limitation daily offsite logs for each Correctional Facility showing those Inmates admitted to or who are still in offsite medical facilities and a monthly report detailing accreditation as described in Section 3.2.1, below.

3.2.1 ACCREDITATION REPORTING. The County acknowledges that custody-related NCCHC Standards are the responsibility of the County. Wellpath shall prepare and provide a monthly report identifying any and all compliance concerns with NCCHC Standards. The Wellpath shall identify essential and important NCCHC Standards which are presently not met by the County's health care and/or custody operations, and which require specific action by the County to bring provision of health care to patients into compliance with the NCCHC Standard identified. Wellpath's report shall provide, at a minimum, the following: (a) a citation to the NCCHC Standard, (b) an indication of whether it is important or essential, (c) the current status of the County's operations in regards to the NCCHC Standard, (d) identification of the facility requiring action, (e) the action required by the County to be in compliance with the NCCHC Standard, and (f) any requirements to be in compliance which are the responsibility of Wellpath. The report shall be provided to the Superintendent and the Sheriff. Failure to prepare and provide a monthly report, or failure to provide a complete report listing all deficiencies, shall absolve the County of any responsibility related to the achievement of NCCHC accreditation for a particular standard and shall permit the County to penalize the Wellpath as stated in the RFP, regardless of whether the NCCHC Standard was custody-related.

3.3 MEETINGS. As requested by one or more of the County, the Court Monitor, the Contract Monitor, the Superintendent, the Sheriff and/or the Jail Administrator (each, a "Requesting Party"), and in compliance with the Consent Decree and the RFP, Wellpath shall meet weekly, monthly, and/or quarterly, or at such other times as any such Requesting Party may request, with the Requesting Party(ies) or its(their) designee(s) concerning health care services within the Correctional Facilities and any proposed changes in health-related procedures or other matters about which any Requesting Party(ies) deem it necessary or convenient to meet. Wellpath will promptly inform all Requesting Parties upon receipt of a meeting request from any one Requesting Party and shall invite all Requesting Parties to attend at their discretion at a time and place convenient to those Requesting Parties wanting to attend. Any Requesting Party may waive attendance at any such meeting in its sole discretion.

3.4 MEDICAL RECORDS MANAGEMENT. Without limiting any requirement set forth in the RFP, 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 Inmates who have received health care services. Medical records shall be kept separate from Inmate's confinement records. A complete copy of the individual medical record shall be available to accompany each Inmate who is transferred from the Correctional Facilities 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 Correctional Facilities 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 County, as property of the County.

3.4.2 **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.

3.4.3 **RECORDS AVAILABILITY.** As needed to administer the terms of this Agreement, and unless otherwise specifically prohibited, Wellpath shall make available to the County, Superintendent and/or Jail Administrator, as applicable, at such party's request, all records, documents and other papers relating to the direct delivery of health care services to the Inmates hereunder.

3.4.4 **INFORMATION TECHNOLOGY REQUIREMENTS.** In addition to any other requirements set forth in the RFP, the following information technology requirements will apply. Wellpath shall provide all computer and technology equipment necessary to provide its services hereunder. Wellpath shall be responsible for all Wellpath-provided computer equipment, including without limitation responsibility for support, software updates and virus protection. Wellpath-provided computer equipment will not be included in the County's internet or intranet domain; however, the County will provide high-speed internet connectivity and access to wireless service will be provided as defined in the RFP. Wellpath shall establish a help desk to provide 24/7 technical support for the systems under its ownership and/or control. Wellpath shall provide any printers necessary for its services under this Agreement and shall be solely responsible for their operation, maintenance and repair, including without limitation the supply of toner and paper.

3.5 **MONITORING AND QUALITY ASSURANCE SERVICES.** If and when appointed, the Contract Monitor will provide comprehensive clinical and administrative contract monitoring and health services support services. Wellpath will cooperate with and exercise its best efforts to respond to all requests of the Contract Monitor.

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 Inmates.

4.1 **EMERGENCY MEDICAL CARE FOR CORRECTIONAL FACILITIES EMPLOYEES AND VISITORS.** Wellpath shall arrange for on-site first response emergency medical care as required for Correctional Facilities employees, contractors and visitors to the Correctional Facilities. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.2 INMATES OUTSIDE THE CORRECTIONAL FACILITIES. The County acknowledges and agrees that Wellpath is responsible for the payment of costs associated with services rendered to Inmates as set forth in this Agreement only when such persons remain in the custody or under the jurisdiction of the Correctional Facilities. 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 Correctional Facilities 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 an Inmate when said Inmate is injured outside a Correctional Facility during transport to or from the Correctional Facilities unless such Inmate is being transferred directly between the Correctional Facilities and/or to and from outside treatment facilities or other approved facilities while in the custody of the Superintendent or the Sheriff or their respective designee(s). In the event of an automobile collision occurring during transport between Correctional Facilities causing an Inmate injuries requiring medication(s), specialty and or off-site treatment, the County shall allow Wellpath to seek damages from the negligent party that caused the collision resulting in an Inmate requiring medical attention. All amounts not recovered will be applied to the Cap Amounts upon the earlier of the close of the contract year in which the accident occurred or at such time the subrogation claim against the negligent party is closed. Hence, in the event of a recovery from a negligent party occurs in the year the injury and resultant costs were incurred, the recovery shall offset those costs that were to be applied to the Cap Amounts. In the event of a recovery from a negligent party occurs following the contract year the in which the injury occurred such recovery shall offset costs incurred and included in that year's Cap Amounts. Notwithstanding anything herein to the contrary, if the Superintendent or Jail Administrator notifies a member of the Health Care Staff of any booking performed outside the Correctional Facilities, Wellpath with use reasonable efforts to manage offsite care and reduce offsite costs by providing utilization management for those individuals booked offsite and receiving inpatient care prior to becoming an Inmate.

ARTICLE V
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

5.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in this Agreement. 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, are required for an Inmate as a result of the medical judgment of a Qualified Health Care Professional, Wellpath shall exercise commercially reasonable efforts to arrange for a third-party to provide such services and the cost of such services shall be billed directly to the County.

5.1 SERVICES IN THE EVENT OF FORCE MAJEURE. 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 negligent act or omission or willful misconduct of the County, Superintendent, Sheriff, or their employees, agents or contractors, which results in medical care for the Inmates, Correctional Facilities staff, visitors, or contractors, Wellpath shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, Wellpath shall be responsible for medical costs under this Agreement associated with such an event to the extent such an event was caused by Wellpath.

ARTICLE VI
COMMUNICATIONS AND CHAIN OF COMMAND

6.0 DAY-TO-DAY COMMUNICATIONS. Without limiting the notice requirements set forth in any provision of this Agreement, the Parties will endeavor to maintain daily communications regarding the services provided hereunder. To that end, each of the County, the Superintendent, the Jail Administrator and/or the Contract Monitor may designate one or more individuals as a communication liaison (each, a "Liaison") for the purposes of facilitating such communications. Unless otherwise directed by the County, Wellpath will communicate all inquiries, requests and other information regarding matters at the HOC or Jail to the HOC or Jail Liaison, respectively, including without limitation any requests, instructions or directives received from the Court Monitor.

6.1 CHAIN OF COMMAND. The Superintendent or its designee with respect to the HOC and the Jail Administrator with respect to the Jail shall have decision-making authority hereunder regarding the administration of this Agreement at each of their respective Correctional Facility.

6.2 NO AMENDMENT. No directive or instruction given to Wellpath by the Court Monitor shall be deemed effective, nor shall any directive or instruction given to Wellpath by any representative of the County be deemed to be an amendment of this Agreement, unless a written amendment containing such term(s) has been executed in accordance with Section 11.10; provided, however, that Wellpath shall abide by such directions or instructions of any County representative unless Wellpath reasonably believes that doing so would constitute a violation of or change in the terms of this Agreement. In such case, Wellpath shall communicate its concern to the appropriate Liaison(s) and the Parties will endeavor in good faith to assess the reasonableness of the concern and determine a resolution.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

7.0 COMPLIANCE WITH HIPAA AND STATE HEALTH INFORMATION PRIVACY LAWS. The County, Correctional Facilities, Superintendent, Sheriff, 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, Superintendent and Sheriff shall implement policies and/or procedures in compliance with such laws.

7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Wellpath shall identify to the County and Court Monitor and, as applicable, the Superintendent and/or Sheriff, those Inmates who in the judgment of the Wellpath Chief Clinical Officer have medical or mental health conditions which may be worsened as a result of being incarcerated at the Correctional Facilities or which may require extensive care while incarcerated. After review of the circumstances, all relevant parties shall meet to determine whether and to what extent, given the security risks and totality of the circumstances, such an Inmate may be transferred or otherwise removed from the correctional setting. Any such decisions may be subject to further review by a court of competent jurisdiction.

7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Superintendent or Jail Administrator, as applicable, shall provide Wellpath, at Wellpath's request, the County's, Correctional Facility's, Superintendent's, and/or Sheriff's records (including medical records) relating to the provision of health care services to the Inmates, including records maintained by hospitals, and other outside health care providers involved in the care or treatment

of the Inmates (to the extent the County, Correctional Facilities, Superintendent or Jail Administrator, as applicable, 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 Superintendent to Wellpath that the Superintendent 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 Superintendent.

7.3 USE OF INMATES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates of the Correctional Facilities shall not be employed or otherwise engaged or utilized by either Wellpath or the Superintendent or Sheriff in rendering any health care services to the Inmates, provided however, that Inmates may be used in positions not involving the rendering of health care services directly to the Inmates and not involving access to Inmate records in accordance with the NCCHC Standards.

7.4 SECURITY OF THE CORRECTIONAL FACILITIES 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 Inmates and Superintendent's and Sheriff's staff, consistent with a correctional setting. The Superintendent with respect to the HOC and the Jail Administrator with respect to the Jail shall provide security reasonably 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 Superintendent or Jail Administrator, as applicable, while at the Correctional Facilities or other premises under the Superintendent's or Sheriff's 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's, employees', agents' and/or subcontractors' failure to provide medical services due to materially insufficient security.

7.5 SUPERINTENDENT'S AND SHERIFF'S POLICIES AND PROCEDURES. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's, Superintendent's and/or Sheriff's posted security Policies and Procedures, as applicable, that affect the provision of medical services.

7.5.1 A complete set of each of said Policies and Procedures shall be maintained by the County and made available for inspection by Wellpath at the Correctional Facilities, and Wellpath may make a reasonable number of copies of any specific section(s) it wishes using the Superintendent's or Sheriff's photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Inmates 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, Superintendent's and/or Sheriff's Policies and Procedures specifically relate to the delivery of medical services, the parties' representative(s) and Wellpath shall review such Policies and Procedures and discuss potential modification or removal of those provisions that conflict with Wellpath's Correctional Facilities Health Care Policies and Procedures. No change to the County's, Superintendent's and/or Sheriff's Policies and Procedures may be made without their respective approval.

7.6 **DAMAGE TO EQUIPMENT.** Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County's, Superintendent's or Sheriff's employees.

7.7 **SECURE TRANSPORTATION.** The Superintendent or Jail Administrator, as applicable, shall provide security as necessary and appropriate in connection with the transportation of an Inmate 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 relevant office for transportation to and from the off-site services provider or hospital.

7.8 **NON-MEDICAL CARE OF INMATES.** It is understood that the Superintendent and Jail Administrator, as applicable, shall provide for all the non-medical personal needs and services of the Inmates at its respective Correctional Facility as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the Inmates including, but not limited to, daily housekeeping services, dietary services (except as medically required by this Agreement), building maintenance services, personal hygiene supplies and services and linen supplies.

7.9 **INMATE INFORMATION.** In order to assist Wellpath in providing the best possible health care services to Inmates, the Superintendent or Jail Administrator, as applicable, shall provide, as needed, information pertaining to the Inmate that Wellpath and the Superintendent or Jail Administrator, as applicable, mutually identify as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.

ARTICLE VIII **COMPENSATION AND ADJUSTMENTS**

8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base amount to be paid by the County to Wellpath for the first Contract Year is \$19,380,180, payable in arrears in equal monthly installments within forty-five (45) days of the County's receipt of an invoice therefor and all reports and documentation required hereunder. Each monthly installment shall be at \$1,615,015, pro-rated for any partial months and subject to deduction for (a) any penalties that may be owed by Wellpath under this Agreement, including without limitation RFP Sections 5.6.2, 11.1, 11.1.2, 11.1.3, 11.2 and 15.1; and (b) any reconciliations or adjustments as set forth in Section 8.1 and 8.2 below. The County's obligation to pay any given invoice will be dependent upon Wellpath providing to the County any reports required under this Agreement or reasonably requested by the County to validate costs and services rendered as required by the Consent Decree and to determine any applicable penalties to apply. If the County anticipates that its review of the invoice and supporting documentation submitted hereunder will take longer than forty-five (45) days, the County will notify Wellpath of the delay and the reasons therefor and the deadline for payment shall be extended accordingly. In the event that the County requests additional time beyond forty-five (45) days after the County's receipt of the invoice, the County shall communicate what invoiced items, services, and or amounts are not in dispute and or have been validated to be approved for payment. Subsequently, Wellpath may cancel the invoice requiring additional time for the County to review and issue two separate invoices

with one invoice billing for those services approved for payment and the second invoice billing for the remainder of services that are under review or disputed. The County agrees to provide the invoice billing for services previously approved for payment by the County to the Milwaukee County Office of the Comptroller, Accounts Payable Division within five (5) business days, and to make payment on the previously approved billing as soon as possible upon receipt by Accounts Payable. The annual base compensation shall automatically increase after each subsequent year in accordance with the Cost Proposal unless this Agreement is terminated or notice of termination is given as provided in Article IX.

8.1 **MONTHLY RECONCILIATION.** Wellpath shall provide the County monthly documentation showing the amounts Wellpath has paid during the current Contract Year for all Capped Services. Such documentation shall be broken down by month and category and shall provide sufficient detail to enable the County to reconcile such amounts against the Medical Cap Amount and Pharmacy Cap Amount. If in any given monthly report the aggregate costs for either category of Capped Services provided during the applicable Contract Year exceeds the Cap Amount applicable thereto, the County will promptly reimburse Wellpath for the County's share of such excess costs as calculated under Sections 1.17.1 and 1.17.2, as applicable, less any of such excess costs for which the County has already reimbursed Wellpath.

8.2 **ANNUAL RECONCILIATION.** Within thirty (30) days after the end of any Contract Year, Wellpath shall deliver a consolidated report showing all costs for Capped Services paid by Wellpath for the preceding Contract Year, all such costs for which Wellpath has already received reimbursement, and an estimate of any such costs that have been incurred but remain unbilled by the applicable provider. Such report will be submitted with supporting documentation reasonably satisfactory to the County and sufficient to enable the County to reconcile all claimed amounts with its own records. Wellpath shall provide final amounts for any estimates included in its annual report as soon as possible after reconciliation thereof. Any amounts under or over the applicable Cap Amount not already credited or invoiced to the County shall be handled as follows:

8.2.1 If the annual reconciliation shows that the aggregate costs for any Capped Services for the applicable Contract Year were actually under the applicable Cap Amount, and if the County has nevertheless already paid Wellpath for any such costs, Wellpath will credit one hundred percent (100%) of such amounts already paid back to the County on its next monthly invoice (if this Agreement is still in effect) or otherwise via check to the County within forty-five (45) days.

8.2.2 If the annual reconciliation shows that the aggregate costs for any Capped Services for the applicable Contract Year were actually over the applicable Cap Amount, and if the County has not already paid Wellpath the County's share of such overage, County will discuss with Wellpath the reasons for the discrepancy and exercise reasonable efforts to reconcile the overage in the manner set forth in Section 8.0 as soon as is reasonably practicable. The County shall pay to Wellpath the County's share of any such confirmed overage within forty-five (45) days after the County's final confirmation.

ARTICLE IX

TERM AND TERMINATION

9.0 **TERM.** The term of this Agreement shall be five (5) years from April 1, 2019 at 12:01 a.m. through March 30, 2024 at 11:59 p.m. unless terminated earlier in accordance with this Agreement.

9.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this Agreement shall be predicated on continued annual appropriations by the County Board of Supervisors.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Wellpath and the County shall act in good faith and make every effort to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability. The County will endeavor to provide a minimum of thirty (30) days' advance written notice to Wellpath of any such failure of appropriations.

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, 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 with cause.

9.3 **TERMINATION FOR DEFAULT.** This Agreement may be terminated for default in accordance with RFP Sections 2.15 and 18.4.

9.4 **TERMINATION FOR CONVENIENCE.** The County may terminate this Agreement for its convenience as provided in RFP Section 2.15.

9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the Parties, 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 Correctional Facilities any stock medications or supplies purchased by Wellpath that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the Correctional Facilities including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

9.7 **PATIENT SAFETY AND CONTINUITY OF CARE.** In all circumstances, patient safety and continuity of care shall be paramount to any termination of this Agreement. Health care to the incarcerated population should be considered an essential county service and, as such, by entering into this Agreement to provide these essential services, in the event of any termination for any reason, Wellpath shall make every reasonable effort to continue to provide care during the transition period and to support a smooth transition of health services to another vendor or the County. The County will reasonably compensate Wellpath for these services. All health services documentation, including but not limited to: medical records, CQI records, policies and procedures, mortality reviews (as provided in Proposal Section 10.14), and any other information is the property of the County and must remain in the County's possession and accessible to the County and all entities acting on the County's behalf.

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 coverage and limits of insurance stated in RFP Section 2.18 and Attachment I, and shall comply with all terms and conditions of those Sections, unless otherwise documented in Exhibit C-1.

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

10.2 ADDITIONAL INSURED ENDORSEMENT. The County shall be named as an additional insured under Wellpath's insurance policy as provided in RFP Attachment I. Wellpath's insurance coverage shall be primary and noncontributory with respect to any insurance policies held by the County; provided, however, that such coverage will not apply to any liability caused by the additional insured's own acts or omissions. No insurance policy will increase the extent or scope of the indemnification responsibilities of the Parties as outlined in Section 10.3 below.

10.3 INDEMNIFICATION. The Parties' indemnification obligations shall be as set forth in RFP Section 2.18 and Attachment I.

10.4 HIPAA. Wellpath, the County, and their respective employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures to the extent applicable to such parties in order to comply with the requirements of HIPAA as it applies to the services provided under this Agreement. The County shall indemnify and hold harmless Wellpath from and against any claims of any kind to the extent caused by the County's violations of its obligations under HIPAA by the County and its employees, agents and subcontractors, except to the extent such claims are proven to be caused by the negligence or willful misconduct of Wellpath.

ARTICLE XI
MISCELLANEOUS

11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which Wellpath, its employees, agents or subcontractors perform hereunder, or Wellpath to exercise control or direction over the manner or methods by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

11.1 SUBCONTRACTING. In performing its obligations under the Agreement, it is understood that Wellpath is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service

requiring licensure or other authorization under state law. To comply with these requirements Wellpath may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this Agreement. Wellpath shall engage Contract Professionals that meet the applicable professional licensing requirements and Wellpath shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Wellpath may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.

11.2 AGENCY. To the extent necessary to assert any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Wellpath as their agent to assert such rights and privileges, subject in all cases to Wellpath notifying the County any time that Wellpath believes it will be necessary to exercise such agency powers. The County may at any time or from time to time revoke the agency powers provided hereunder upon notice to Wellpath, which notice for the purposes of this Section 11.2 may be communicated via telephone or email as the County deems necessary or convenient.

11.3 EQUAL EMPLOYMENT OPPORTUNITY. Without limiting the applicability of RFP Section 18.9, Wellpath will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

11.4 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Inmates at the Correctional Facilities. 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 CHANGES IN SCOPE. If at any time during the Term of this Agreement (as amended), there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 90 days advance written notice.

11.8 COUNTY RIGHTS OF ACCESS AND AUDIT. Without limiting any other audit and inspection rights of the County contained in this Agreement, Wellpath, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Wellpath related to the terms and performance of this Agreement for a period of up to three (3) years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as Wellpath. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Wellpath and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

11.9 PUBLIC RECORDS. Both Parties understand that the County is bound by the public records law, and as such, all of the terms of this Agreement are subject to, and conditioned on, the provisions of Wis. Stat. §19.21, et seq. Wellpath acknowledges and agrees that it shall be obligated to assist the County in retaining and timely producing records subject to the Wisconsin Public Records Law when any statutory request is made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon Wellpath shall then be obligated to indemnify, defend, and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records subject to the Wisconsin Public Records Law shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

11.10 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 Party, which consent may be withheld in such Party's sole and absolute discretion. Any unauthorized attempted assignment shall be null and void and of no force or effect.

11.11 NOTICES. Except as provided in Article VI, 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 to Wellpath:

Wellpath LLC
ATTN: Chief Legal Officer
1283 Murfreesboro Road, Suite 500

If to Milwaukee County:

Milwaukee County House of Correction
ATTN: Michael Hafemann, Superintendent
8885 S. 68th Street

Nashville, TN 37217

Franklin, WI 53132

and

Milwaukee County Sheriff's Office
ATTN: Earnell Lucas, Sheriff
949 N. 9th Street
Milwaukee, WI 53233

with a copy to:

Milwaukee County Corporation Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233

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

11.12 AMENDMENT. No term or provision of this Agreement may be amended at any time without the prior approval and execution of a written amendment by the Parties hereto.

11.13 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of laws or rules of any jurisdiction.

11.14 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

11.15 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.

11.16 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.

11.17 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.

11.18 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.

11.19 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.