

CONTRACT COVER SHEETDepartment: Sheriff's Office - Detention CenterDate: 03/24/2022Contract Monitor: Keecia Rouse by Ernest W. MoorePhone Number: 252-902-2927**CONTRACT INFORMATION:** New ☒ Renewal ☐ Amendment ☐Vendor: WellpathEffective Date: 07/01/2022Revenue Generating: Yes ☐ No ☒Expiration Date: 06/30/2023 2025Contract Purpose/Description: Inmate Health Care Services for the Pitt County Detention Center.Deadline/Special Need: N/ATotal Dollar Value (if applicable) \$ 3,131,765Budget Account Code: 104320-51900Current year portion: \$ N/AContract Budgeted: N/A ☐ Yes ☒ No ☐Date approved by County Commissioners, if applicable 03/22/2022Reviewed for HIPAA: N/A ☐ Yes ☒ No ☐

Insurance Certificate(s) Attached:

N/A ☒ Yes ☐ No ☐Reviewed for ACM: N/A ☒ Yes ☐ No ☐

E-Verify Language included:

N/A ☐ Yes ☒ No ☐**DOCUMENT ROUTING**

[] Program Supervisor 1/1 () () Paula Deme 3/24/22 () ()
 [X] Agency Director 3/24/22 () ()
 [X] Risk Manager (Ins.) 3/24/22 () ()
 [X] County Attorney 3/25/22 () ()
 [X] Finance Officer 3/29/22 () ()
 [X] County Manager MAR 29/2022 () ()
 [X] Other: Attorney 3/24/22 () ()

Reviewer comments:

Contract Monitor: Please return copy of fully executed Contract with Cover Sheet to Susan Britt, Finance Department, for scanning into the Contracts data base and retain original Contract pursuant to your department's retention and disposition schedule.

AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT PITT COUNTY, NORTH CAROLINA
Effective July 1, 2022 through June 30, 2025

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

RECITALS

WHEREAS, the County and the duly elected Sheriff (hereinafter the "Sheriff") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Pitt County Detention Center located at 124 New Hope Rd., Greenville, NC 27834 (hereinafter, "Jail"); and

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

WHEREAS, Wellpath is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Jail 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

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

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

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Non-Pitt County Inmates/Detainees for purposes of delivery of basic health care services, however, the costs of certain services provided to Non-Pitt County Inmates/Detainees are borne by the County as set forth in Section 5.0.

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

Fit for Confinement – A determination made by a Wellpath authorized health care professional that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. An arrested person shall not be deemed Fit for Confinement until after the resolution of any injury or illness, including severe intoxication, 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 Clinical 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.

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

NCCHC – The National Commission on Correctional Health Care.

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

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

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

ARTICLE I

HEALTH CARE SERVICES

- 1.0 **SCOPE OF SERVICES.** Wellpath shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. 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 a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed 24 hours after the Covered Person's arrival at the Jail. The receiving screening process will incorporate such forms as may be required by the County for its Jail-based programs.
 - 1.1.2 **HEALTH ASSESSMENT.** A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail. The health assessment shall comply with Wellpath policies and follow current NCCHC guidelines.
 - 1.1.3 **SCHEDULED SICK CALL.** A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A qualified healthcare professional shall review and triage health services requests daily. All patients who submit a health services request shall have a face to face encounter with a qualified healthcare

professional within 24 hours of submission of a request. A Physician Extender will be available to see Covered Persons every weekday.

- 1.2 **AMBULANCE SERVICE.** Wellpath shall arrange and bear the cost of any ambulance services to Covered Persons. Costs under this Section shall be included in the Cap Amount listed in Section 1.18.
- 1.3 **BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE/FORENSIC INFORMATION.** Wellpath Health Care Staff will not perform body cavity searches, collect physical evidence (blood, hair, semen, saliva, etc.), or participate in the collection of forensic information as defined by NCCHC guidelines, unless required by court order or North Carolina law.
- 1.4 **DENTAL.** Wellpath shall arrange and bear the cost of an on-site dental program for all Covered Persons. The dental program shall include, at a minimum, oral screening (as defined by NCCHC guidelines) of all Covered Persons. Wellpath shall arrange and bear the cost of medically necessary off-site dental services for Covered Persons, and the costs of such off-site dental services shall be included in the Cap Amount listed in Section 1.18.
- 1.5 **ELECTIVE MEDICAL CARE - NOT COVERED.** Wellpath shall not be responsible for the provision or cost of any elective care. In the event a member of the Jail Population requires elective care, the Inmate/Detainee shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Wellpath's Chief Clinical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 **HOSPITALIZATION.** Wellpath shall arrange and bear the cost of hospitalization services for Covered Persons. Costs under this Section shall be included in the Cap Amount listed in Section 1.18.
- 1.7 **LONG TERM CARE - NOT COVERED.** The Parties acknowledge that, in specific circumstances, a member of the Jail Population may require skilled care, custodial care or other services of a long-term care facility that cannot be provided at the Jail. In that event, Wellpath shall work with the Sheriff and the County to make the necessary arrangements and to allocate the costs as agreed upon by the Parties.
- 1.8 **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, basic community linkage, and continuity of care. Where medically necessary, Wellpath shall arrange off-site mental health services for Covered Persons. Costs under this section shall be included in the Cap Amount listed in Section 1.18.
- 1.9 **PATHOLOGY/RADIOLOGY SERVICES.** Unless medically necessary, Wellpath shall arrange pathology and radiology services (also referred to as laboratory and x-ray services) for Covered Persons on-site and shall bear the cost of these on-site services. Where medically necessary, Wellpath shall arrange off-site pathology and radiology services for Covered Persons. Costs for off-site services under this Section shall be included in the Cap Amount listed in Section 1.18.
- 1.10 **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. Where medically necessary, Wellpath shall arrange off-site health care services for pregnant Covered Persons. Cost of such off-site health care services shall be included in the Cap Amount listed in Section 1.18.

- 1.11 **SPECIALTY SERVICES** – Wellpath shall arrange and bear the cost of Specialty Services for Covered Persons. Costs under this Section shall be included in the Cap Amount listed in Section 1.18.
- 1.12 **VISION CARE** - Wellpath shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any Covered Person requires vision services, including an ophthalmologist's services, Wellpath shall arrange such off-site vision services for Covered persons. Cost of such off-site health care services shall be included in the Cap Amount listed in Section 1.18.
- 1.13 **OFFICE EQUIPMENT - NOT COVERED.** Wellpath shall not be responsible for the provision or cost of any office equipment. The County shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.14 **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.
- 1.15 **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, but does not include office and paper supplies.
- 1.16 **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.
- 1.17 **PHARMACY SERVICES.** 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 prescribed by a duly licensed Wellpath physician for a Covered Person. Costs under this Section shall be included in the Cap Amount listed in Section 1.18.
 - 1.17.1 **GENERAL.** Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
 - 1.17.2 **PSYCHOTROPIC MEDICATIONS.** Wellpath shall arrange and bear the cost of psychotropic medications for Covered Persons.
- 1.18 **FINANCIAL LIMITATIONS.** Wellpath's maximum liability for costs associated with the provision of off-site medical services, pharmacy services or other healthcare services which include, but are not limited to, the services in Paragraphs 1.2, 1.4, 1.6, 1.8, 1.9, 1.10, 1.11, 1.12, and 1.17 shall be \$225,000.00 in the aggregate per Contract Year, to be pro-rated for any partial contract years (the "Cap Amount"). Costs for any medical or other health services, as set forth above, which are provided to Inmates/Detainees during the Contract Year which are in excess of the Cap Amount shall be the responsibility of the County. When the Cap Amount for the Contract

Year is reached, Wellpath will continue to provide utilization management, extend all provider discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due under this Agreement. Amounts paid by Wellpath which are over the Cap Amount will be periodically reconciled with the County pursuant to Paragraph 8.1.

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 operation 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 provide or arrange for the provision of an on-call Physician or Physician Extender and Psychiatric Provider available by telephone or pager 24 hours per day and 7 days per week.
- 2.0.3 Wellpath shall make reasonable efforts to continuously supply the staffing levels contemplated in this section, including the transfer or temporary assignment of Wellpath personnel working at other Wellpath facilities. All personnel transferred or temporarily assigned from other Wellpath facilities shall be licensed or certified in accordance with North Carolina law, where applicable.
- 2.0.4 The Parties acknowledge that, despite Wellpath's reasonable efforts, temporary lapses in the required staffing levels may occur as the result of labor market demands or other factors outside the control of Wellpath. A brief temporary lapse that occurs even after reasonable efforts shall not constitute a breach of this Agreement. Any lapse in required staffing levels that continues for more than one hundred twenty (120) days, however, shall constitute grounds for termination for cause in accordance with the provisions of Paragraph 9.3.2 of this Agreement.
- 2.1 **STAFFING LEVELS WAIVER.** Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to in writing by the County and Wellpath.
- 2.2 **STAFF SCREENING.** The County shall screen Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of Wellpath's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance.
- 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 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 County within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the

individual from providing services at the Jail within a reasonable time frame 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 any Health Care Staff at any time.

- 2.3.1 **STAFFING REIMBURSEMENT.** Wellpath shall reimburse the County for unstaffed hours resulting from staffing vacancies that remain vacant for more than forty-five (45) days on an aggregated basis based on aggregate monthly figures reported by Wellpath. Back-Filled hours shall be deemed staffed hours for purposes of reimbursement calculations.

ARTICLE III **ADMINISTRATIVE SERVICES**

- 3.0 **UTILIZATION MANAGEMENT.** Wellpath shall provide utilization management services and administer Pharmacy services as set forth in Article I on behalf of the County. Wellpath will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County and/or Sheriff apprised of its utilization management practices.
- 3.1 **ALTERNATIVE SOURCES.** Wellpath shall use reasonable efforts to identify alternative sources, and/or non-County funds, for high-cost prescription medications deemed medically necessary for Covered Persons diagnosed with chronic diseases. Wellpath shall use reasonable efforts to facilitate the procurement of these medications and/or non-County funds to assist in cost containment efforts.
- 3.2 **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 Jailers in accordance with the needs mutually established by the County and Wellpath.
- 3.3 **QUARTERLY REPORTS.** As requested by the Sheriff, Wellpath shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail Population.
- 3.4 **QUARTERLY MEETINGS.** As requested by the Sheriff, Wellpath shall meet quarterly, or as soon thereafter as possible, with the Sheriff, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters as both Parties deem necessary.
- 3.5 **MEDICAL RECORDS MANAGEMENT.** Wellpath shall provide the following medical records management services:
- 3.5.1 **MEDICAL RECORDS.** Using Wellpath's proprietary web-based standalone electronic medical records application (ERMA®), 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. ERMA will interface with County's Jail Management System (JMS) to give medical, mental health, and Jail staff access to important healthcare information for each patient. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. Wellpath will keep medical records confidential and shall not release any information

contained in any medical record except as required by a court order, or as required or permitted by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff, as property of the Sheriff's office.

3.5.2 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.

3.5.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Wellpath shall make available to the Sheriff or County, unless otherwise specifically prohibited, at the Sheriff's or County's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder. Wellpath will not be required to disclose, share, or allow the auditing of any documents or other materials privileged by applicable laws, including attorney-client privilege.

ARTICLE IV **PERSONS COVERED UNDER THIS AGREEMENT**

- 4.0 GENERAL. Except as otherwise provided in this Agreement, Wellpath shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.
- 4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. Wellpath shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 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 Jail. In no event shall Wellpath be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail including, but not limited to, releasees, parolees and escapees. Furthermore, any costs incurred for off-site health care services arising from an injury to a Covered Person that occurred during transport to or from the Jail shall be billed directly to the County.

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

- 5.0 OTHER COUNTY INMATES/DETAINEES. Wellpath shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Non-Pitt County Inmates/Detainees. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible (i.e. U.S. Marshals Service) for the Non-Pitt County Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically-related expenses associated with Non-Pitt County Inmates/Detainees.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed in other counties or jurisdictions. The County or Sheriff or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County Inmates/Detainees removed from the

Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where Wellpath provides Inmate/Detainee health care services. Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the Jail.

- 5.2 **INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES.** Wellpath shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Jail. Should an arresting agency present at intake an individual with a life-threatening injury or illness or in immediate need of emergency medical care, Wellpath shall provide at no additional cost to the County such care as is practicable and as is medically necessary to preserve the person's life until the arrested person can be transported to a medical care facility by the arresting agency or their designee. Neither the County nor Wellpath shall be responsible for any off-site health care services for an arrested individual until such time as the individual is deemed Fit for Confinement and is booked into custody of the Jail. To the extent Wellpath is billed for medical services provided to an arrested individual who was not determined to be Fit for Confinement, Wellpath will return the bill to the provider with an indication that Wellpath is not responsible for those costs. 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 Articles I, II and III of this Agreement. In the event that any of the health care services not covered by Wellpath under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician or Wellpath authorized personnel, Wellpath agrees to work with the Sheriff and the County to make any necessary arrangements and to allocate the costs as agreed upon by the Parties.
- 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 Sheriff or their employees, agents or contractors, which results in medical care for the Jail Population, Jail 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 only if such an event was caused solely by Wellpath.
- 6.2 **COVID-19.** Wellpath shall cover costs for Covered Persons associated with the ongoing Covid-19 pandemic, including costs associated with on-site treatment and testing of Covered persons for Covid-19. Wellpath shall provide Covid-19 vaccinations to Covered Persons at the facility when

such vaccines are provided free of charge, however, the parties agree that payment for Covid-19 vaccines represents a change in scope as defined by paragraph 11.7

ARTICLE VII COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The County, Jail, and Sheriff and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The County and the Sheriff shall implement policies and/or procedures in compliance with such laws.
- 7.1 **COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE.** Wellpath shall identify to the Sheriff those members of the Jail Population with medical or mental health conditions which may be worsened as a result of being incarcerated at the Jail or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the Sheriff shall use reasonable efforts to have such an Inmate/Detainee released, transferred or otherwise removed from the Jail's custody.
- 7.2 **RECORD ACCESS.** During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Sheriff shall provide Wellpath, at Wellpath's request, the County, Jail and/or Sheriff's records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the County, Jail or Sheriff has control of, or access to, such records). Wellpath may request such records in connection with the investigation of, or defense of, any claim by a third party related to Wellpath's conduct or to prosecute a claim against a third party. Any such information provided by the Sheriff to Wellpath that the Sheriff considers confidential shall be kept confidential by Wellpath and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Sheriff.
- 7.3 **USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.** Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Wellpath or the Sheriff in rendering any health care services to the Jail Population.
- 7.4 **SECURITY OF THE JAIL FACILITY AND WELLPATH.** Wellpath and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Wellpath, as well as for the security of the Jail Population and Sheriff's staff, consistent with a correctional setting. The Sheriff shall provide security sufficient to enable Wellpath, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Sheriff while at the Jail or other premises under the Sheriff's direction or control. 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 the failure by any of Wellpath's Health Care Staff, employees, agents and/or subcontractors to provide medical services due to allegedly insufficient security services.
- 7.5 **SHERIFF'S POLICIES AND PROCEDURES.** Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Sheriff's posted

security Policies and Procedures, to the extent that such Policies and Procedures impact the provision of medical services.

- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by Wellpath at the Jail, and Wellpath may make a reasonable number of copies of any specific section(s) it wishes using the Sheriff's photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Jail Population which has not been made available to Wellpath shall not be enforceable against Wellpath unless otherwise agreed upon by both Parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Wellpath. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Wellpath.
- 7.5.4 If any of the County and/or Sheriff's Policies and Procedures specifically relate to the delivery of medical services, the County and/or Sheriff's representative and Wellpath shall review the County and/or Sheriff's Policies and Procedures and modify or remove those provisions that conflict with Wellpath's Jail Health Care Policies and Procedures.
- 7.6 **DAMAGE TO EQUIPMENT.** Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County and/or Sheriff's employees.
- 7.7 **SECURE TRANSPORTATION.** The Sheriff shall provide security as necessary and appropriate in connection with the transportation of a member of the Jail Population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Wellpath. Wellpath shall coordinate with the Sheriff's office for transportation to and from the off-site services provider or hospital.
- 7.8 **OFFICE EQUIPMENT AND SUPPLIES.** The Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise stated in Paragraph 1.14. At the termination of this Agreement, 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 JAIL POPULATION.** It is understood that the Sheriff shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 **JAIL POPULATION INFORMATION.** In order to assist Wellpath in providing the best possible health care services to Covered Persons, the Sheriff shall provide, as needed, information pertaining to the Covered Person that Wellpath and the Sheriff mutually identify as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.

ARTICLE VIII
COMPENSATION AND ADJUSTMENTS

- 8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The annual base amount for the period from July 1, 2022, through June 30, 2023 (hereinafter, "Year 1"), to be paid by the County to Wellpath is \$3,131,765, payable in equal monthly installments. Each monthly installment shall be in the amount of \$260,980.42, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Wellpath on July 1, 2022, for services administered in the month of July 1, 2022. Each monthly payment thereafter is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.
- 8.1 **BASE AMOUNT INCREASES.** The annual base amounts due Wellpath from the County for the period from July 1, 2023, through June 30, 2024 (hereinafter, "Year 2"), and for the period from July 1, 2024, through June 30, 2025 (hereinafter, "Year 3"), shall be subject to annual increases calculated in accordance with the CPI, as defined in Paragraph 8.1.2 of this Agreement.
- 8.1.1 **DEADLINES.** The Parties shall negotiate and finalize any increase to the annual base amount for Year 2 no later than March 1, 2023. The Parties shall negotiate and finalize any increase to the base amount for Year 3 no later than March 1, 2024.
- 8.1.2 **CPI INCREASES.** A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.
- 8.2 **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:
- 8.2.1 **ADJUSTMENT FOR MADP.** If the Jail's MADP is greater than 500 Inmates/Detainees for three consecutive months, then beginning on the first day of the fourth month the compensation payable to Wellpath by the County shall be increased by the number of Inmates/Detainees over 500 at the per diem rate of \$3.04 per Inmate/Detainee. If the Jail's MADP is less than 400 Inmates/Detainees for three consecutive months, Wellpath shall provide a credit to the County for the number of Inmates/Detainees below 400 at the per diem rate of \$3.04 per Inmate/Detainee.
- 8.2.2 **ADJUSTMENTS FOR COSTS IN EXCESS OF CAP AMOUNTS.** The quarterly reconciliation shall include any amounts paid by Wellpath in excess of the financial limits listed in this Agreement. The compensation payable to Wellpath by the County shall be increased by any costs paid by Wellpath in excess of the financial limits listed in Paragraph 1.18.

**ARTICLE IX
TERM AND TERMINATION**

- 9.0 TERM. The term of this AGREEMENT shall be three (3) years from July 1, 2022, at 12:01 a.m. through June 30, 2025, at 11:59 p.m. unless this Agreement is terminated or notice of termination is given, as set forth in this Article.
- 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/or the Sheriff shall act in good faith and make reasonable efforts to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 In the event that the Board of Commissioners does not appropriate funds for the services provided under the contract, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Wellpath. Termination will be effective on the last day of the then-current fiscal year or when the appropriations made for the then-current year are exhausted, whichever occurs first. In no event shall the County be obligated under the terms of the Agreement, except for those provisions which are reasonably expected to survive termination of the Agreement, beyond the date of termination, irrespective of any failure to provide the thirty (30) days-notice as described above.
- 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.
- 9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY WELLPATH. Failure of the County to comply with any 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 County who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Wellpath shall have ten (10) days to provide a written response to the County. If Wellpath

provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the County, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

- 9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, the County or Wellpath may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving ninety (90) days advance written notice to the other Party.
- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay Wellpath for all services rendered by Wellpath up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.
- 9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, Wellpath shall be allowed to remove from the Jail any stock medications or supplies purchased by Wellpath that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

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 \$2,000,000 per claim and \$5,000,000 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 **CYBER LIABILITY.** Cyber Liability insurance in an amount not less than \$2,000,000 per occurrence and in the aggregate.
- 10.1 **PROOF OF INSURANCE.** Wellpath shall provide the County proof of professional liability or medical malpractice coverage for Wellpath's Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. Wellpath shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If Wellpath fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Article IX.
- 10.2 **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.

To the extent allowed by law, 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 agrees 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 agrees 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 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.

- 10.3 HIPAA. Wellpath, the County, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. To the extent allowed by law, the County, Jail, 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 and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole 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. For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Wellpath as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. Wellpath will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, 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, there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 60 days advance written notice.
- 11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Wellpath may assign its rights or delegate its duties to an affiliate of Wellpath, or in connection with the sale of all or substantially all of the stock assets or business of Wellpath, without the prior written consent of the other Parties. Wellpath will provide the County written notice of any such stock asset or business sale within a reasonable timeframe. Any unauthorized attempted assignment shall be null and void and of no force or effect.

- 11.9 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for Wellpath:
Wellpath LLC
Attn: Chief Legal Officer
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

If for County:
Pitt County Sheriff's Office
Attn: Serenity Norman
100 W. 3rd Street
Greenville, NC 27835

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

- 11.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflicts of laws or rules of any jurisdiction. Any litigation arising under this agreement must be filed in Pitt County Superior Court or in the Eastern District of North Carolina – Eastern Division.
- 11.11 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.12 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.13 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.14 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.15 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.16 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.
- 11.17 PROTECTED INFORMATION. Notwithstanding anything to the contrary, nothing herein shall be construed to require Wellpath to take any action or refrain from taking any action which might


jeopardize the trade secret, proprietary, confidential, or otherwise protected status of or Wellpath's ownership interest in any information.

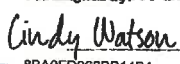
- 11.18 E-VERIFY. Pursuant to North Carolina General Statutes § 143-133.3 and related state and federal laws, the undersigned hereby certifies that Wellpath and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than twenty-five (25) employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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.

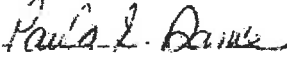
AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF PIT, NORTH CAROLINA


Name: Mike Fitzpatrick
Title: Chairman
Date: 4-4-22


Name: Cindy Watson
Title: President, Local Government Health
Date: 4/12/2022

PIT COUNTY SHERIFF'S OFFICE


Name: Paula S. Dance, Sheriff
Date: 4/29/22

APPROVE AS TO FORM


County Attorney

jeopardize the trade secret, proprietary, confidential, or otherwise protected status of or Wellpath's ownership interest in any information.

11.18 E-VERIFY. Pursuant to North Carolina General Statutes § 143-133.3 and related state and federal laws, the undersigned hereby certifies that Wellpath and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than twenty-five (25) employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF PITT, NORTH CAROLINA

WELLPATH LLC

Paula Dance

Name: Paula Dance

Name: Cindy Watson

Title: Sheriff

Title: President, Local Government Health

Date: 3/24/22

Date: _____

APPROVED AS TO FORM

County Attorney



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Chicago, IL-Hub International Midwest West
 55 East Jackson Boulevard
 Suite 14th Floor
 Chicago IL 60604

CONTACT
NAME:
PHONE:

(A/C No. Ext): 312-922-5000

FAX:

(A/C No): 312-922-5358

E-MAIL:
INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Zurich American Insurance Company

16535

INSURER B: American Zurich Insurance Company

40142

INSURER C: Endurance American Specialty Insurance Company

41718

INSURER D: Texas Insurance Company

16543

INSURER E:
INSURER F:

INSURED
 Wellpath Holdings, Inc.
 1283 Murfreesboro Road
 Suite 500
 Nashville TN 37217

 License#: 100290819
 WELLPA0001

COVERAGES
CERTIFICATE NUMBER: 1357879602

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BUQSTRITN011100_050001_02	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 5252136-07	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	WC5252134-07 (AOS) WC5252135-07 (WI)	10/1/2021 10/1/2021	10/1/2022 10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Cyber Risk MEDICAL PROFESSIONAL LIABILITY (Claims Made)		NRV30011822300 BUQSTRITN011100_050001_02	10/1/2021 3/15/2022	10/1/2022 3/15/2023	Limit: \$5,000,000 PER LOSS EVENT: \$3,000,000 AGGREGATE: \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is/are included as additional insured (except workers compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

Pitt County Detention Center
 124 New Hope Road
 Greenville NC 27834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL NAMED INSURED INCLUDE:

- CCS-CMGC Parent Holdings, LP
- CCS-CMGC Intermediate Holdings2, Inc.
- CCS-CMGC Intermediate Holdings, Inc.
- Wellpath Holdings, Inc.
- CCS-CMGC Holdings, Inc.
- Wellpath Group Holdings, LLC
- Correct Care Solutions Group Holdings, LLC
- Wellpath CFMG, Inc.
- CFMG Holdings Corp.
- Wellpath Management, Inc.
- Correctional Medical Group Companies, Inc.
- California Forensic Management Group, Inc.
- Southwest Correctional Medical Group, Inc.
- Wellpath, LLC
- Correct Care Solutions, LLC
- Health Cost Solutions, LLC
- Correct Care Holdings, LLC
- Wellpath Recovery Solutions, LLC
- Correct Care, LLC
- Correct Care of South Carolina, LLC
- Correct Care Australia Pty, Ltd (Australia)
- League Medical Concepts, LLC
- League Medical Concepts, LP
- Jessamine Healthcare, Inc.
- Conmed Healthcare Management, LLC
- Conmed, LLC
- Correctional Mental Health Services, LLC
- Correctional Healthcare Holding Company, LLC
- CHC Companies, LLC
- CHC Pharmacy Services, LLC
- Physicians Network Association, Inc.
- Correctional Healthcare Companies, LLC
- Healthcare Professionals, LLC
- Wellpath Recovery Solutions of Alaska, Inc.
- Northwest Correctional Medical Group, PLLC
- California Health and Recovery Solutions, PC (fka California CCS, PC)
- Massachusetts Correction Healthcare Services, PC
- Old Empire Dental, PC
- Great Peak Dental, PC
- Grand Prairie Health Services, PC
- CCS Kastre Nevada Medical, PC
- New York Correct Care Solutions Medical Services, PC
- Midwest Center, PC
- Old Empire Psychology, PC
- Great Peak Healthcare Services, PC
- New Garden Healthcare, PC
- Stringfellow Correctional Dental, PA
- California Forensic Medical Group, Inc.
- Colorado Correctional Medical Group, PLLC
- Southeast Correctional Medical Group, LLC
- Southwest Correctional Medical Group, PLLC
- Wellpath Hospital Holdings Company, LLC
- 901 45th Street West Palm Beach Florida Behavioral Health Hospital Company, LLC
- California Community Care Clinics, PC
- Wellpath Community Care Centers of Michigan, P.C.
- Wellpath Community Care Centers of North Carolina, P.C.
- Boynton Beach Florida Behavioral Health Hospital
- Wellpath Community Care Centers of Virginia, LLC
- Wellpath Community Care Centers of Indiana, P.C.

EXHIBIT A – STAFFING MATRIX

Wellpath									
Pitt County NC - 450									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
H.S.A., RN	8	8	8	8	8			40	1.00
Medical Director		4	4	4	4			16	0.40
Mid-Level Provider NP/PA	8	8	8	8	8			40	1.00
Administrative Assistant (Unit Secretary)	8	8	8	8	8			40	1.00
RN	8	8	8	8	8	8	8	56	1.40
Booking RN	8	8	8	8	8	8	8	56	1.40
Licensed Practical Nurse (6a-6p)	12	12	12	12	12	12	12	84	2.10
Med Tech (7a-4p)	16	16	16	16	16	8	8	96	2.40
Medical Assistant	8	8	8	8	8			40	1.00
Psychiatrist/Telepsychiatry	5		4		5			14	0.35
Mental Health Director	8	8	8	8	8			40	1.00
Dentist			6					6	0.15
Mid-Level Provider MAT		4	4	4	4			16	0.40
LPN Detox Nurse	8	8	8	8	8	8	8	56	1.40
Dental Assistant			6					6	0.15
Programs Social Worker (County Paid Position)	8	8	8	8	8			40	1.00
Total Hours/FTE - Day								646	16.15
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Med Tech (4p-12a)	8	8	8	8	8	8	8	56	1.4
Booking RN	8	8	8	8	8	8	8	56	1.4
Total Hours/FTE - Evening								112	2.8
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Licensed Practical Nurse (6p-6a)	12	12	12	12	12	12	12	84	2.1
Med Tech (6p-6a)	12	12	12	12	12	12	12	84	2.1
Booking RN	8	8	8	8	8	8	8	56	1.4
Total Hours/FTE - Night								224	5.6
Weekly Total									
TOTAL HOURS/FTE - WEEKLY								982	24.55