

ATTACHMENT “A”

HEALTH SERVICES AGREEMENT 2022

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Collin County, Texas (the County), and Wellpath, LLC, a Limited Liability Company (the Contractor or the Provider), is dated for reference purposes as of the December 19 day of 2022 (the Agreement or HSA). The Contractor will begin to provide services under this Agreement on January 1, 2023, and will continue in accordance with Sections 8.1 and 8.2.

WITNESSETH:

WHEREAS, the County is responsible for providing reasonably necessary health care for persons detained in the Collin County Detention Facility, 4300 Community Avenue, McKinney, Texas 75071, the Collin County Minimum Security Facility, 4800 Community Avenue, McKinney, Texas 75071, the detention cells at the Collin County Courthouse, 2100 Bloomdale Road, McKinney, Texas 75071, and the John R. Roach Juvenile Detention Center, 4700 Community Avenue, McKinney, Texas 75071 (the Facilities).

WHEREAS, the County desires to provide health care to the persons and juveniles in custody in the Facilities by contract under section 351.045, Local Gov't Code.

WHEREAS, the Contractor provides health care in correctional settings and agrees to provide such services for the County under this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows.

ARTICLE 1: HEALTH CARE SERVICES

1.1 ORDER OF PRECEDENCE. In the event of a conflict between the contract documents about a course of medical or health care, the order of precedence will be: 1) the law and standard of care that governs at the time of conflict; 2) this Agreement; 3) Exhibit A: the County's Formal Request for Proposal, RFP No. 2022-061, including addenda; 4) Exhibits B and C: Contractor Response to the County's Formal Request and Best and Final Offer RFP No. 2022-061, including addenda; and 5) Staffing Plan. An authority may also consider additional standards or publications, such as those of the National Commission on Correctional Health Care (NCCHC).

In the event of another type of conflict between the contract documents, the order of precedence will be: 1) this Agreement; 2) Exhibits B and C: Contractor Response to the County's Formal Request and Best and Final Offer; and 2022-061, including addenda; 3) Staffing Plan; and 4) Exhibit A: the County's Formal Request for Proposal, RFP No. 2022-061, including addenda.

1.2 Scope of General Services. Consistent with section 6 of RFP No. 2022-061, the Contractor is responsible for providing health care to persons who are committed to custody in a Facility (on a definition of health care, see section 6.37; for identification of key health-care services, see sections 6.124–6.125; on persons to be served, see sections 6.39–6.40). The Contractor's duties are set out in more detail in Collin County's Formal Request for Proposal, RFP

2022-061, including addenda (Exhibit A), Staffing Plan (Exhibit D), the Contractor's Response to Collin County's Formal Request (Exhibit B), and Best and Final Offer (Exhibit C).

Consistent with sections 6.55–6.66 and 6.93 of RFP No. 2022-061, the Contractor will screen all persons, including juveniles, who arrive in a secure area of a Facility.

1.3 Exceptions to the Provision of Medical Care. The Contractor will not be responsible for providing health care to persons excluded under section 6.40 or experimental or elective care under section 6.125 of RFP No. 2022-061. If the Contractor determines, consistent with the law and medical standards, that experimental, elective, or other care is necessary to prevent a person's health from deteriorating or to prevent definite harm to the person's well-being, then the Contractor will confer with the County's Health Care Services and County Public Health Director. The parties will reasonably cooperate in such cases to meet their respective duties.

1.4 Transportation. Consistent with sections 6.87–6.88 of RFP No. 2022-061, the County will provide and pay for non-emergency and emergency transportation services with reasonable security, and the Contractor will request transportation in accordance with the policies and procedures regarding the transportation of inmates or juveniles for medical reasons mutually developed by Contractor and the County.

ARTICLE 2: PERSONNEL

2.1 Staffing. The Contractor will provide health-care, medical, mental health, nursing, dental, technical, and support personnel necessary to provide health care to persons detained at a Facility as Exhibit D describes. The Contractor based the staffing matrixes in Exhibit D on an average inmate population of 991 inmates in the adult detention facilities and 85 juveniles in the juvenile facility. Should the total inmate population increase to an average level of 1076 or more for a period of 60 days or longer, additional health care staffing, beyond the positions in Exhibit D, may be necessary. The Contractor may review the staffing and contract price, and, with the County's participation and approval, which the County will not withhold unreasonably, make necessary adjustments in staffing and contract price in order to provide the additional staff or positions necessary to serve the increased population.

2.2 Licensure, Certification and Registration of Personnel. Consistent with section 6.15 of RFP No. 2022-061, the Contractor will ensure that all personnel provided or made available by the Contractor to provide health care hold the appropriate license, certification, or registration as the law or medical standards require. The Contractor will retain a copy of each license, certification, or registration and provide the County a copy on reasonable request. Consistent with section 6.18 of RFP No. 2022-061, the County or another vendor will conduct a criminal background check on all of the Contractor's personnel before they gain access to the Facilities. Consistent with section 6.19 of RFP No. 2022-061, the Contractor's personnel will sign various documents and agreements that relate to computer and internet security; confidentiality of medical records; receipt of County policies; and confidentiality of information about the Facilities' layout and security procedures. The Contractor will retain copies of these documents in each employee's personnel file. The Contractor will monitor the license, certification, and registration of each employee monthly to maintain good standing. The Contractor will require each employee

to notify the Contractor if the employee's license, certificate, or registration has been revoked, suspended, or restricted in any way. The Contractor will notify the County in writing of any change in status of an employee's license, certification, or registration within three business days of learning about it.

2.3 Sheriff's Satisfaction with Health Care Personnel. Consistent with section 6.29 of RFP No. 2022-061, if the Sheriff or Director of Juvenile Probation becomes dissatisfied with the performance of any individual under this Agreement, the Sheriff or Director will notify the Contractor in writing of the reasons. The Contractor will use its best efforts to resolve the matter as soon as practicable under the circumstances. The Sheriff or Director may suspend the individual's access to secured areas of the Facilities during an investigation or attempt to resolve a matter. The Contractor will notify the individual of the concerns and the suspension of access. The County or the Contractor may investigate, if appropriate, and, after written notice, the individual will receive an opportunity to defend him or herself and may submit a written statement with supporting materials to the Sheriff or Director. If the Sheriff or Director remains dissatisfied, then the Sheriff or Director will have the sole discretion to revoke an individual's access, although a revocation may not be arbitrary or capricious. The Sheriff or Director will provide the Provider and the individual with a written statement of the reasons for a revocation.

2.4 Use of inmates/juveniles in the Provision of Health Care Services. Consistent with sections 6.23 and 6.34 of RFP No. 2022-061, the County and the Contractor will not use inmates or juveniles to provide health care directly or indirectly. The County and Contractor may employ inmate workers for cleaning or other non-health-care tasks.

2.5 Subcontracting and Delegation. Consistent with sections 6.26–6.28 of RFP No. 2022-061, the Contractor may contract or subcontract with others, such as specialists, to provide certain services under this Agreement (but not the services or positions listed in section 6.27). The County must approve any such contract before the Contractor may incur any costs under such a contract, and the County may not withhold approval unreasonably. Although the Contractor will not control the manner or means by which independent contractors perform their professional medical duties, the Contractor will administratively supervise all subcontractors to ensure the fulfillment of this Agreement. The Contractor will ensure and provide the County with evidence that, before an agent or subcontractor begins to provide services to a detained person or juvenile, a professional-liability or medical-malpractice insurance policy covers the agent or subcontract in an amount of at least \$1 million per occurrence and \$3 million aggregate. Each "agent or subcontractor" means medical, health-care, or related professionals, including physicians, psychiatrists, pharmacists, nurses, dentists, x-ray or imaging technicians, laboratory staff, and mental-health-care professionals. Each agent's or subcontractor's insurance will include Collin County, its officials, officers, and employees as additional insureds on the certificate of insurance, and the Contractor, agent, or subcontractor will provide the County with a copy of the certificate of Insurance within 30 calendar days of the agent's or subcontractor's engagement. Upon request, the Contractor will provide the County with a copy of any contract with the agent or subcontractor.

2.6 Discrimination. Consistent with section 6.28 of RFP No. 2022-061, the Contractor, its officers, employees, agents, subcontractors, and assignees agree as follows:

1. They will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, Vietnam Veteran status, disability as defined in the Americans with Disabilities Act or national origin, except where age, religion, sex, disability or lack thereof or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. They will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. In all solicitations or advertisements for employees, they will state that it is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Staffing Penalties. Each quarter, the Contractor will report to County the number of unfilled staffing hours for each position during the preceding quarter. For any month in which there are more than 40 unfilled staffing hours for non-salaried or hourly positions (i.e. RN, LPN, LMHP, etc.), the Contractor will provide the County with a credit on the next monthly invoice for all hours that exceed those 40 hours. The credit will equal the actual wage rate of the positions with unfilled hours (by position) in the most recent month of the vacancy multiplied by the number of hours over 40 for which the position was vacant. The Contractor may use overtime, PRN, travelers, or Agency staff to fill contracted hours. In addition, should a salaried position be vacant for more than 60 days, the Contractor will credit the County for each unfilled position every 30 days until the position is filled. The credit amount will equal the position's actual wage rate multiplied by the days of vacancy. The parties will determine each "position," a "vacancy," and "unfilled hours" by the currently approved Staffing Plan.

ARTICLE 3: ACCREDITATION

3.1 Obligation of Contractor. Consistent with sections 6.31–6.38 of RFP No. 2022-061, the Contractor will design and provide services that comply with the law and standards published by the National Commission on Correctional Health Care for Jails (NCCHC).

ARTICLE 4: EDUCATION

4.1 Inmate and Staff Education. Consistent with section 6.120 of RFP No. 2022-061, the Contractor will conduct an ongoing health-education program for detained persons and juveniles at the Facilities with the objective of raising the level of inmate health and health care. The Contractor's staff will provide relevant training to County's staff at least quarterly on topics agreed upon by both parties.

4.2 Medical Services Staff Education. Consistent with sections 6.15–6.16 of RFP No. 2022-061, the Contractor will require that its medical, professional, and para-professional staff receive all necessary and requisite continuing education, or in-service, annual, or proficiency

training, and other such education and training programs needed to maintain proficiency in the professional's or para-professional's particular discipline or specialty.

ARTICLE 5: REPORTS AND RECORDS

5.1 Medical Records. Consistent with section 6.148 of RFP No. 2022-061, the Contractor will maintain a medical record for each person who has received health care from the Contractor. The Contractor will maintain each record in accordance with applicable laws, NCCHC standards, and the County's policies and procedures. The Contractor will provide all medical records, forms, jackets, and other materials necessary to maintain medical records. The Contractor will keep a person's medical records separate from the person's incarceration records. The Contractor will make a copy of a person's health or medical record available to accompany a person in a transfer to another detention facility or a mental-health facility. The provider will maintain all health and medical records on CorEMR or successor system, and county personnel must be able to access a person's records from the detention facility in which the person is confined.

Consistent with section 6.149 of RFP No. 2022-061, the Contractor will keep health or medical records confidential according to the law, including HIPAA, 42 U.S.C. § 1320d-1, § 1320d-2; 45 CFR pts. 160, 164 (*see* Tex. Att'y Gen. ORD-681 (2004)); Texas Public Information Act, Gov't Code, Chapter 552; the Medical Records Privacy Act, Health & Safety Code, Chapter 181; and the Mental Health Records Act, Health & Safety Code, Chapter 611.

Consistent with section 6.150 of RFP No. 2022-061, all medical and health records will be the County's property, and the Contractor will act as the custodian of the records for the County. At the Agreement's end, the Contractor will deliver all medical records to the County. Generally, the County must maintain medical records for seven years after the date of a person's transfer or release. The County will provide the Contractor with reasonable access to records to enable the Contractor to prepare for or defend litigation or anticipated litigation. At its sole discretion, the County may determine how to respond appropriately to a request for medical records made as part of any "claim" as defined in paragraph 10.2 of this Agreement.

5.2 HIPAA Compliance. The Contractor will comply the Health Insurance Portability and Accountability Act of 1996 (HIPAA), HIPAA rules and regulations, and the Texas Public Information Act, Gov't Code, Chapter 552, in performing under this Agreement.

5.3 Regular Reports by Contractor to the County. Consistent with section 6.153 of RFP No. 2022-061 or at the County's request, the Contractor will provide monthly and other periodic reports to the County about the Contractor's performance under this Agreement. The Sheriff, Director of Juvenile Probation, County Health Care Services, or the County's Public Health Director, may ask the Contractor to supply reasonable data or other information for various types of utilization review or utilization management. The Contractor will reasonably cooperate with the County in reporting information to enable the County to assess the Contractor's performance.

Consistent with section 6.154 of RFP No. 2022-061, the Contractor will cooperate with the County in providing reports or information to enable the County to meet its obligations to report to federal or state authorities.

Each day, the Contractor will report to the Jail Administrator and the Director of Juvenile Probation information about each detained person or juvenile receiving care an off-site hospital or other health-care facility. A report will include information about the person's diagnosis, condition, prognosis, and the estimated duration of off-site care, including an estimated date of the person's return to a County detention facility.

5.4 Electronic Health Records and Cloud Computing. Consistent with sections 5.1 and 11.14 herein and section 6.148 of RFP No. 2022-061, the Contractor will maintain a health or medical record on CorEMR or successor system for each person who receives health care. The County and the Contractor's staff will need routine and rapid access to these health records to provide sick calls, refer persons for care outside a Facility, distribute medication, take various actions related to competency restoration, and supply the Texas Uniform Health Status Update form at discharge or transfer.

The Contractor may use cloud computing to meet its obligations under this Agreement. The Contractor's equipment, software, contracted products or services, and other means will comply with federal and state law (and related standards such as those from the National Institute of Standards and Technology) related to such things as electronic health records, the secure storage and transmission of protected health information, and information-security standards. *See, e.g.*, 1 Tex. Admin. Code Chapter 202; *cf.* Health & Safety Code, § 62.060; NIST Special Publication 1800-1, *Securing Electronic Health Records on Mobile Devices* (2018); NIST Special Publication 1800-30, *Securing Telehealth Remote Patient Monitoring Ecosystem* (2022).

The terms here will have the meanings under current law and standards of care. *See, e.g.*, Gov't Code, § 2157.007 (cloud computing); 42 U.S.C. § 1320d(4) (health information); Health & Safety Code, § 182.002(6) (protected health information); *id.* § 181.001(2-a) (disclose).

5.5 Third-Party Reimbursement. Consistent with section 6.130 of RFP No. 2022-061, the Contractor will seek information concerning health insurance or other resources, which would cover health care provided by the Contractor or other provider from each inmate treated, as allowed by law. Consistent with sections 6.131–6.135 of RFP No. 2022-061, the Contractor will pay for health care only after all efforts to bill third-party resources have been exhausted. Each quarter, the Contractor will report to the County on all efforts to recover from a third-party source and all reimbursement or other amounts a third party pays for health care.

5.6 Inmate or Juvenile Information. Subject to applicable law, the County will provide the Contractor with reasonable information about persons or juveniles who may receive health care to assist the Contractor in performing under this Agreement.

5.7 Contractor Records Available to the County with Limitations on Disclosure. At the County's request, the Contractor will make available to the County all records, documents, and information related to the delivery of health care to detained persons or juveniles. Consistent with

the law and standard of care, the parties agree to share documents, records, or information as appropriate to provide health care.

Consistent with section 6.157 of RFP No. 2022-061, the County may exercise its rights to inspect, audit, and copy the Contractor's books and records to assess the Contractor's performance.

The Contractor may notify the County of any records, data, or information that the Contractor considers confidential for any reason or exempt from public disclosure. *See, e.g.,* Gov't Code, Chapter 552, Subchapter C. The County will notify the Contractor of any request for information that may implicate the Contractor's proprietary or other rights under section 552.305, Gov't Code. The parties will reasonably cooperate to protect proprietary or other information under the Public Information Act, Gov't Code, Chapter 552. As between the parties, the Contractor will be responsible for seeking an Attorney General opinion or otherwise protecting its rights in response to a request for information. *See, e.g.,* Gov't Code, § 552.110 (trade secrets, financial information), § 552.1101 (proprietary information), Subchapter G (Attorney General Opinions); SB 943 (2019) (changing rules applicable to the information of a party contracting with a county).

5.8 County's Records Available to Contractor with Limitations on Disclosure. At the Contractor's request, the County will make available to the Contractor all records, documents, and information related to the delivery of health care to detained persons or juveniles or as are pertinent to the investigation or defense of any claim related to the Contractor's conduct. Consistent with the law and standard of care, the parties agree to share documents, records, or information as appropriate to provide health care.

Consistent with section 6.150 of RFP No. 2022-061, the Contractor may exercise its rights to request and copy the County's books and records to prepare for or defend litigation or anticipated litigation.

The County may notify the Contractor of any records, data, or information that the County considers confidential for any reason or exempt from public disclosure. *See, e.g.,* Gov't Code, Chapter 552, Subchapter C. The parties will reasonably cooperate to protect information that is confidential or exempt from public disclosure under the Public Information Act, Gov't Code, Chapter 552. As between the parties, the County will be responsible for seeking an Attorney General opinion or otherwise protecting its rights in response to a request for information.

ARTICLE 6: SECURITY

6.1 General. Consistent with the law and jail standards, the County will use reasonable efforts to provide sufficient security for the Contractors and its officers, employees, agents, and subcontractors to perform and provide health care. Nonetheless, county detention facilities, vehicles, and operations entail an inherent risk of personal injury and property damage, and the County does not guarantee anyone's safety.

6.2 Loss of Equipment and Supplies. The County will not be liable for the loss of, or damage to, equipment and supplies of the Contractor, its agents, employees, or subcontractors, unless the County's negligence proximately caused the loss or damage.

6.3 Transportation Security. Consistent with sections 6.87–6.88 of RFP No. 2022-061, as between the parties, the County will provide reasonable security when it transports a person or juvenile between a Facility and another location for health care.

ARTICLE 7: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General. Consistent with sections 6.4–6.6 of RFP No. 2022-061, the County will provide the Contractor with office space, facilities, equipment (Exhibit E), and utilities sufficient to enable the Contractor to perform here. The County will provide substitute space if parts of the current medical facilities become unsafe. The Contractor will supply and pay for long distance access for its personnel. Consistent with sections 6.41–6.46 of RFP No. 2022-061, the Contractor will provide all necessary office supplies, medical equipment and supplies, and other listed items.

7.2 Delivery of Possession. Consistent with section 6.45 of RFP No. 2022-061, the County will provide to the Contractor, at this Agreement's start, possession and control of the County's medical and office equipment and supplies located in the Facilities. At the Agreement's end, the Contractor will return to the County all medical and office equipment and supplies, including those purchased by the County or the Contractor, in reasonable working order (except for reasonable wear and tear).

7.3 Supplies. The Contractor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable the Contractor to provide health care as required.

ARTICLE 8: TERM AND TERMINATION OF AGREEMENT

8.1 Term. This Agreement will become effective at 12:01 a.m. on January 1, 2023, and its term will last through January 1, 2028. Afterwards, the parties may renew this Agreement for two one-year renewal terms by written agreement. In addition to the degree of satisfaction with the Contractor's performance and quality of health care, the County's renewal considerations will include its funding or appropriation decisions.

8.2 Termination. This Agreement may terminate as provided here or in other parts of the Agreement:

(a) Termination by Agreement. The parties may terminate the Agreement in writing on specified terms or conditions and date.

(b) Termination for Cause. A party may notify the other of a complaint about performance or a contention that the other party has breached the Agreement. The party should describe the complaint or contention with enough detail to permit the other party to assess the situation and respond. The other party will have a reasonable time to respond initially or to propose a cure for a breach. Usually, a reasonable time will be 30 calendar days, but the response or cure time may be shorter depending on health risks and other relevant circumstances. If the parties

are unable to resolve a dispute after reasonable efforts, including discussions between the Sheriff, the Director of Juvenile Probation, the County's Public Health Director, or other senior County official, on the one hand, and the Contractor's Medical Director or other senior officer, on the other hand, the aggrieved party may terminate the Agreement. Generally, an aggrieved party may not terminate the Agreement in less than 90 calendar days from the date of the first notice of a complaint or contention of breach, unless the standard of health care provided has fallen below the legal standards or those published by NCCHC (see section 6.32 of RFP No. 2022-061).

(c) Termination for Non-Payment. Chapter 2251, Gov't Code, will govern the parties' rights and obligations related to billing and payment for compensation under article 9, including the right to terminate the Agreement. *See* Tex. Att'y Gen. Op. No. GA-0302 (2005).

(d) Annual Funding. This Agreement will terminate at the end of any annual term if the Commissioners Court fails to authorize or appropriate funds sufficient for the County to meet its obligations here.

(e) Immediate Termination by the County. In its sole discretion, the County may terminate this Agreement immediately upon the occurrence of any of the following events:

1. The insolvency, bankruptcy, or receivership of the Contractor; or
2. The Contractor fails to maintain insurance in accordance with the Insurance Section of this Agreement, unless such failure is due to circumstances beyond the control of the Contractor.

8.3 Responsibility for Inmate Health Care. At this Agreement's end, the Contractor will reasonably cooperate with the County in winding up its performance and assisting the County in transitioning to other means for providing health care in the Facilities. The parties will use reasonable efforts to negotiate a formula for the County to compensate the Contractor fairly for these services with the compensation principles in article 9 as a starting point. In any event, the County will compensate the Contractor fairly, consistent with *quantum meruit* law, for any services under this provision.

ARTICLE 9: COMPENSATION

9.1 Base Compensation. To compensate the Contractor for the services provided to the inmates of the Collin County Detention and Minimum Security facilities, the County will pay the Contractor the sum of \$935,354.53 each month. To compensate the Contractor for the services provided to the juvenile detainees of the Collin County Juvenile Detention Facility, the County will pay the Contractor the sum of \$53,317.20 each month.

If during any month of the Agreement the average number of adult inmates/juvenile detainees per day in such month exceeds 1,076, the County will pay the Contractor the additional sum of per inmate per day as additional compensation.

If the average total number of adult inmates/juvenile detainees per day in such month exceeds 1,076 and the average number of adult inmates is over 991 the Collin County Detention and Minimum Security facilities will be invoiced the \$1.49 per inmate. If the average total number of adult inmates/juvenile detainees per day in such month exceeds 1,076 and the average number of juvenile detainees is over 85 the Collin County Juvenile Detention Facility will be invoiced the \$0.68 per juvenile.

The County will pay the Contractor the additional sum of \$500.00 per inmate per day when the inmate is rendered long-term care or requires geriatric services.

To compensate the Contractor for HIV medications administered at the County facilities, the County will pay the Contractor an amount in excess of the annual not-to-exceed cap of \$200,000.00.

These above referenced per diems are intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if a population increase is sustained.

The Contractor will invoice the County thirty (30) days prior to the month in which services are to be provided. The County will pay the Contractor under Chapter 2251, Gov't Code. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to the Contractor will be prorated accordingly for the shortened month. Any per diem charges incurred will be billed to the County the second month following the month in which the charges were incurred. (For example, if the County incurred per diem charges in January, the Contractor will reflect the charges in the March bill.)

Invoices will be mailed to:

Collin County Auditor's Office
2300 Bloomdale, Suite 3100
McKinney, TX 75071
Email address: accountspayable@collincountytx.gov

All invoices will contain: 1) Collin County Purchase Order Number; 2) the Contractor's name, address, and tax identification number; and 3) a detailed breakdown of all charges for the services provided including the applicable time frames.

9.2 Inmates /juveniles from Other Jurisdictions. Medical care rendered at one of the Facilities to inmates/juveniles from other jurisdictions housed in one of the Facilities pursuant to

a contract between the County and such other jurisdictions will be the responsibility of the Contractor and will be included in the average daily inmate population count. The Contractor will arrange medical care that cannot be rendered on-site at the detention center to these inmates/juveniles, but Contractor will have no financial responsibility for such services.

9.3 Annual Compensation Escalator. The annual compensation the Contractor is to receive pursuant to this Agreement, which includes the base compensation amount and the per diem rate described in paragraph 9.1, for subsequent years of this Agreement, including any extensions, will include a reasonable increase at the end of each 12-month period of the Agreement to insure the delivery of the same quality and quantity of health services.

The Contractor is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their bid, dependent upon fluctuations in the Department of Labor Consumer Price Index (CPI) for Medical Care Services, Dallas/Ft. Worth, TX, not seasonally adjusted for the preceding, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at www.bls.gov/. Information can be found on All Urban Consumers (current series) –multi-screen date search, Not Seasonally Adjusted, A316 Dallas-Fort Worth TX, Current, SAM Medical Care, 12 Month Percent Change.

The Contractor has the sole responsibility to request, in letter form, an adjusted rate and will provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the office of the Purchasing Agent no later than 90 days before the anniversary. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. The Contractor will be notified in writing upon approval.

Should a provider fail to submit the request and supporting documentation to the proper location within 90 days of the anniversary, the Contractor will have waived its right to any increase in price, but the County will not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the below methodology.

The anniversary date will be October 1 of each year. The base month for determining adjustments will be the sixth month before the Agreement's anniversary. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary month. If the contract allows for an adjustment after the first year, it would be based on the difference between the May 2022 CPI and the May 2023 CPI and become effective in October 2023. If the contract allows for an adjustment after the second year, it would be based on the difference between the May 2023 CPI and the May 2024 CPI and become effective October 2024.

9.4 Contractor's Financial Responsibility. The Contractor is responsible for the costs associated with intake health screenings, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, chronic care clinics, on-site emergency medical care, medical records management, clinical labs (as that term is defined in Collin County's Request for

Proposal), health education services, utilization review, a quality assurance program, other administrative support services, medical and office supplies, pharmacy and pharmaceutical services, EKGs, waste disposal, accreditation fees, all needed equipment to set up a dental suite for the juvenile facility, a performance bond, and on-site emergency medical treatment for visitors and County personnel. The Contractor will not be financially responsible for costs associated with any off-site treatment, hospitalization, medical specialty services (whether provided on-site or offsite), radiology services, and transportation services. The Contractor is to provide services to the inmates /juveniles in the physical custody of the County. The Contractor will not be financially responsible for any person remanded to, or in the custody of, any other law enforcement officer or agency or other correctional or detention facility of any city, county, state or federal authority. This contract specifically excludes medical care provided to inmates or juveniles under the jurisdiction of Collin County but incarcerated in a facility owned by, operated by, or located in another county or state.

9.5 Responsibility for Inmates in the Sheriff's Work Release Program. Notwithstanding any other provisions of this Agreement to the contrary, the parties agree that inmates assigned to any Work Release Program are personally responsible for the costs of any medical services rendered outside the facility without Contractor's authorization.

9.6 Changes. If any statute, rule or regulation is passed or any order issued or any statute, guideline or standard of care adopted or interpretation made, or additional facilities opened that materially changes the scope of services or materially increases the cost to the Contractor of providing health care services hereunder, the Contractor and the County agree to negotiate additional compensation to be paid by the County to the Contractor as a result of such changes.

ARTICLE 10: LIABILITY AND RISK MANAGEMENT

10.1 Insurance. At all times during this Agreement, the Contractor will maintain professional liability insurance covering the Contractor, its representatives, employees, officers, agents, and subcontractors with limits of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate per physician/dentist or other contractor, and \$5,000,000 annual aggregate for corporate/ancillary personnel. Physicians and dentists provided by the Contractor will be included in the coverage or provide their own coverage with these limits. Coverage will be maintained for an appropriate period in accordance with the Texas Statute of Limitations.

At all times during this Agreement, the Contractor will maintain commercial general liability insurance covering the Contractor, its representatives, employees, officers, agents, and subcontractors with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Physicians and dentists provided by the Contractor will be included in the coverage or provide their own coverage with these limits. The Contractor will maintain coverage for an appropriate period in accordance with the applicable statutes of limitation. The Contractor or its insurers will list the County, its officials, officers, and employees as additional insureds on the certificate of insurance. This coverage will be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.

The Contractor will maintain Workers' Compensation Insurance for all of its employees connected with the work of this Agreement with limits of not less than those required by statute. The Contractor will also maintain employer's liability insurance with limits of not less than \$500,000.00 per occurrence.

The Contractor will maintain Commercial Automobile Liability insurance with no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The Contractor will retain all required certificates of coverage for the duration of the project and for one year thereafter. The Contractor will notify the County in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project. Contractor will post on each project site a notice, in the text, form and manner prescribed by Texas Workers Compensation Commission, informing all persons providing services on Contractor's behalf that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. The Contractor will provide a copy of the certificate of insurance to the County within ten (10) business days from the execution of this Agreement.

10.2 Duties to Defend, Indemnify, Hold Harmless and Related Duties. The Provider will defend, indemnify, and hold the County harmless for all claims and damages arising from, or related to, the alleged acts or omissions of the Provider or its employees, agents, or contractors.

The County is engaging the Provider to provide health care for persons detained in a county detention facility. Under this provision, the Provider will be responsible for defending its performance under this contract, including claims for denial of medical care to pretrial detainees or persons convicted of a crime; violations of constitutional provisions, including the Eighth and Fourteenth Amendments; and related tort claims, including medical malpractice and claims under a tort claims act. The Provider will be responsible for the costs of investigating and defending all claims and allegations; all liability and damages; and otherwise holding the County harmless for all costs arising out of the Provider's alleged acts or omissions.

The County will be responsible for any claims and damages arising from the acts or omissions of its officials, officers, employees, or agents other than the Provider. The Provider will be responsible for any claims and damages arising from the acts or omissions of its employees or contractors, including claims based on such acts or omissions asserted against the County.

10.3 Notice and Request for Defense. Upon receiving or learning of a claim, the County will timely notify the Provider and request a defense. The County will forward the Provider a copy of any complaint, petition, or other written notice or documentation of a claim. The County may also notify the Provider of potential claims. The County's notice and request alone will trigger the Provider's duties under this provision.

10.4 Acknowledgement. Within 15 calendar days of receiving the County's notice and request, the Provider will accept the defense and acknowledge its responsibilities here. The

Provider will also furnish the County with the relevant claim or file number or other identifying information and information for the County's attorney to submit billing for attorney's fees and related expenses.

10.5 Cooperation. The County and the Provider will reasonably cooperate in the investigation and defense of claims. The parties will assess each case for the advisability of entering a joint defense agreement.

10.6 Communication and Evidence. The County and the Provider will reasonably communicate with one another about all claims, litigation or other proceedings to resolve claims, and settlement negotiations, if any. Subject to others' privacy rights or other legal restrictions, each party will give the other reasonable access to and copies of evidence, including files, records, data, paperwork, and video and audio recordings. They will give one another reasonable access to interview employees and other persons under their authority.

10.7 Choice of Attorneys. The Provider alone may select and direct the attorney who represents the Provider.

The County alone may select and direct the attorney who represents the County and defends claims against the County. The County's attorney may directly bill the Provider for all attorney's fees and costs, which are associated with the County's defense. The Provider will pay the attorney's bills within 45 days after the date the attorney submits the bill. The County's attorney will provide legal services in accordance with generally accepted billing practices and will seek to comply with, but is not obligated to follow, the Provider's billing guidelines.

The Provider's obligations under this provision do not confer authority for the Provider to direct the County's attorney in representing the County or defending a claim. The Provider's disagreement with the County's legal strategy or defense of claims will not constitute a ground to slow or reduce the payment of the County's attorney.

10.8 Negotiations and Settlement. The parties will reasonably cooperate and participate in negotiations and settlement discussions. Although the parties will timely discuss and share all settlement proposals, offers, and counters before a final decision, the County will have final settlement and all other authority over all claims asserted against the County.

10.9 Duration. The Provider will defend, indemnify, and hold the County harmless for all claims and damages arising from the alleged acts or omissions of the Provider or its employees, agents, or contractors. The Provider's duties will continue until the County determines that the claims against the County have been fully and finally resolved.

10.10 Enforcement. If the Provider does not timely acknowledge, accept, and start to perform its responsibilities under this provision after the County's notice and request, or if the Provider does not timely pay two or more bills of the County's attorney, then the County or its attorney may bring a claim for all costs of enforcement and collection. "Costs of enforcement and collection" will include all past amounts owed and new attorney's fees, expert fees, litigation or ADR fees and costs, and other enforcement and collection costs.

10.11 At all times, this Agreement and the County's attorney's actions shall be subject to the "Texas Disciplinary Rules of Professional Conduct", as amended.

ARTICLE 11: MISCELLANEOUS

11.1 Independent Contractor Status. The Contractor will be an independent contractor with respect to the County. Consistent with sections 6.4, 6.9, 6.31–6.33, 6.39, 6.52–6.53, and 6.123–6.125 of RFP No. 2022-061, the Contractor will be solely responsible for all diagnosis, treatment, and disbursement of medication for all health care. Consistent with section 6.49 of RFP No. 2022-061, the Contractor will have primary, but not exclusive, responsibility to identify detained persons who may be at risk, especially on medical or psychiatric grounds, and to care for such persons. Consistent with section 6.48 of RFP No. 2022-061, the Sheriff, the Director of Juvenile Probation, and their staffs will be responsible for the secure and efficient operation of the Facilities and related functions, such as transport. Consistent with sections 6.35, 6.47–6.49, 6.51, and 6.90, the parties will cooperate, especially on mixed matters of medicine and security.

11.2 Assignment and Subcontracting. Consistent with sections 6.26–6.28, 6.86-6.87, 6.89, and 6.129, the Contractor may contract or subcontract to provide health care or fulfill its obligations under this Agreement. The Contractor may not use a contract or assignment to shift primary responsibility for the overall supervision of the provision of health care in a Facility or the responsibilities listed in section 6.27 of RFP No. 2022-061 to another person. No contract or assignment will relieve the Contractor of its principal responsibilities under this Agreement. Each party binds itself, its successors, assigns and agents to the other and to their successors, assigns, and agents.

11.3 Notice. Unless otherwise provided here or in RFP No. 2022-061, the parties will give all notices other contractual communications to the other in writing. A party may deliver a notice or communication by hand delivery or certified mail, return receipt requested, postage paid, and addressed to the other party at the following address (or to another person as a party may designate in writing):

- | | |
|----------------|--|
| (a) County | Collin County Purchasing Department
Attn: Office of the Purchasing Agent
Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Collin County Administrator
Attn: Bill Bilyeu
2300 Bloomdale, Suite 3160
McKinney, TX 75071 |
| (b) Contractor | WellPath LLC
Attn: Kip Hallman |

1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

Notices will be effective upon receipt.

11.4 Governing Law and Venue. Except where federal law governs (e.g., the standard of deliberate indifference in the delivery health care, conditions of confinement, or the use of force in a detention facility), Texas law will govern this Agreement's terms and the parties' rights and obligations. The parties will litigate any dispute or claim arising under this Agreement or out of their relationship in a state district court in Collin County, Texas. A party will not remove a case properly filed in state court to federal court, nor move to stay a case in state court based on a case filed in federal court.

11.5 Entire Agreement. Consistent with section 1.1, above, this Agreement and the documents identified in section 1.1 set out the parties' complete contract.

11.6 Amendment. A party will not seek to enforce a purported amendment or modification to this agreement, unless its terms are reasonably set out in a writing signed by both parties.

11.7 Waiver of Breach. Except where a change of procedure or method of performance is necessary to meet a standard of health care (see section 6.32 of RFP No. 2022-061), a party's waiver of the other's breach of a provision of this Agreement will not constitute a waiver of the party's rights, excuse additional breaches, or excuse the other's liability for damages proximately caused by later breaches.

11.8 Other Contracts and Third-Party Beneficiaries. Consistent with sections 6.123–6.135 of RFP No. 2022-061, the County will reasonably cooperate with the Contractor to secure third-party reimbursement for health care. The parties do not intend to benefit any third party or non-party, and the parties do not intend to grant a third party or non-party the right to be a claimant in the event of a breach or alleged breach of this Agreement.

11.9 Severability. If a court or other authority determines that a provision of this Agreement is unenforceable, then the provision is severed and the remainder of the Agreement remains as the contract between the parties.

11.10 Force Majeure. No party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event will give notice to the other party, stating the period of time the occurrence is expected to continue and will use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

11.12 Performance & Payment Guaranty. Within 30 calendar days of the County awarding this contract, the Contractor will file with the County a performance & payment bond or guaranty with corporate surety equal of at least 100 percent of the first year's program cost. The corporate surety must be licensed by, or registered with, the Texas Department of Insurance. The Contractor must maintain the performance bond or guaranty for the entire contract period, including any renewals.

11.13 Permits and License. Consistent with sections 6.15–6.16 of RFP No. 2022-061, the Contractor will maintain all permits, licenses, and certifications required to perform under this Agreement. The Contractor will maintain all license, permits, and registrations necessary for radiology, pharmacy, and treatment of mental illness and substance use disorders.

11.14 Software. The Contractor will provide CorEMR or a successor for use in the County's Facilities at no cost to the County. Consistent with section 6.148 of RFP No. 2022-061, the Contractor will maintain a health or medical record on CorEMR for each person who receives health care. The Contractor will maintain ownership of this software, and the Contractor will provide the County with information about health care and the Contractor's performance consistent with sections 6.153 of RFP No. 2022-061. The County may use CorEMR and other health-care software and applications during this Agreement. At the Agreement's end, the Contractor will own the CorEMR or successor software. All medical or health-care records or information in CorEMR or a successor will remain the County's property. At the County's request, the Contractor will convert medical or health-care records or information into a commercially available format and storage device for use with a different software system.


11.15 Expenses for Enforcement. If a party employs an attorney to enforce this Agreement or to commence legal proceedings to enforce the Agreement, the prevailing party will be entitled to recover from the other reasonable attorney's fees, expert fees, and court costs incurred in connection with such enforcement.

11.16 Authority. Each party represents and warrants that the person who signs this Agreement has the authority to bind the party.

11.17 Exhibits. The parties incorporate Exhibits A, B, C, D and E as part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

COJILIN COUNTY, TEXAS

By: 
 8195959E82F645E...

Title: Purchasing Agent

Date: 12/22/2022

CONTRACTOR

By: Contractor 
 3F7F2B2BE96B489...

Title: Contractor President, Local Government West Division

Date: Contractor 12/22/2022

ATTEST:

By: Court Order # 2022-1341-12-19

Date: 12-19-2022

ATTEST:

By: Contractor _____

Date: _____