



MedTrust

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between the Laramie County, Wyoming (hereinafter referred to as "LC"), and MedTrust, LLC, a Texas limited liability company (d.b.a. MedHealth and hereinafter referred to as "MedHealth"), is entered into as of the ____ day of March, 2024. Services under this Agreement shall commence 12:00:01am March 27, 2024, and continue in accordance with Section 6.1, below.

WITNESSETH:

WHEREAS LC is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates and juveniles housed within the Laramie County Detention Center (LCDC), Laramie Juvenile Services Center (JSC), and the Juvenile Crisis Center (JCC), collectively referred to herein as Facilities and,

WHEREAS LC desires to provide various health care services to inmates and juveniles in accordance with applicable law; and,

WHEREAS MedHealth is in the business of providing correctional health care services under contract and desires to provide such services for LC under the express terms and conditions hereof.

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

ARTICLE I: HEALTH CARE SERVICES.

- 1.1 **General Engagement.** LC hereby contracts with MedHealth to provide for the delivery of the below described medical, dental and mental health services (hereinafter these services may be referred to as "healthcare") to inmates (defined below) of the LCDC and limited healthcare services to juveniles at the JSC and JCC, to the extent set forth herein. These services shall be in accordance with the terms of this Agreement and applicable standards. MedHealth enters into this Agreement according to the terms and provisions hereof.

At the LCDC, MedHealth shall provide basic onsite dental services, provide pain relief medication if needed, and treat any infection prior to scheduling dental services with a dental provider. MedHealth shall also provide general mental health services through our psychiatric nurse practitioner, mental health professionals, and partner with LC's mental health providers to best ensure a coordinated delivery of mental health services to inmates (defined in section 1.2, below).

Services provided to juveniles at JSC shall include limited nursing and mental health services, assistance with medication preparation and administration and basic telemedicine services at the JSC. We shall also provide basic medical telemedicine/phone consult services to JCC.



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1.2 Scope of General Services. Inmate (hereinafter "Inmate" or "inmate") is defined as an individual committed to the physical custody of the LCDC (also referred to as "jail" or "Jail") for housing within the LCDC, unless otherwise excluded herein. Juvenile (or "juvenile") is defined as an individual committed to the physical custody of the JSC for housing within the JSC. Collectively, inmates and juveniles may be referred to herein in the plural as "patients" or "Patients" and singularly as "Patient" or "patient."

The responsibility of MedHealth to provide the care set forth herein to an inmate or juvenile commences with the physical placement of the individual into the Facility and notification to a member of the MedHealth onsite medical staff of the new inmate/juvenile.

At the LCDC, MedHealth shall provide and/or arrange for medically necessary medical, dental, mental health and related healthcare and administrative services for the Inmates, regularly scheduled sick call, nursing care, regular prescriber care, 14 day initial health assessments, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

At the JSC, MedHealth shall provide and/or arrange for basic medical and mental health services, including medication distribution, sick call and triage for medical concerns (with nurse onsite or remote call). MedHealth shall also provide emergent telemedicine/telephone services for the JCC.

The costs of the various healthcare services shall be borne by MedHealth or the LC as set forth below:

- a. **Staffing.** MedHealth shall be financially responsible for the costs of providing the healthcare staff set forth on Exhibit A.
- b. **Ambulance Services.** MedHealth shall arrange needed emergency ambulance services for Inmates. Costs under this Section shall be paid by the inmate or included in the Cap listed in subsection s, below.
- c. **Body Cavity Searches/Collection of Physical Evidence.** MedHealth staff shall not perform body cavity searches, nor generally collect physical evidence; however, in an effort to assist the Laramie County Sheriff's Office (Hereafter "LCSO"), the parties will work to develop policies that allow for limited blood draws in accordance with Wyoming law and other applicable rules, regulations and policies.
- d. **Dental -** MedHealth shall arrange for basic dental services to be provided at the LCDC. Costs under this section shall be paid by the inmate or included in the Cap listed in subsection s, below.
- e. **Elective Medical Care -** MedHealth shall not be responsible for the provision or cost of any elective care. In the event an patient desires elective care, the patient or LC 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 MedHealth's prescriber, cause the patient's health to deteriorate or cause harm to the patient's wellbeing. Decisions concerning

elective medical care shall be consistent with the applicable correctional healthcare standards.

f. Hospitalization. MedHealth shall arrange medically required hospitalization services for inmates. Costs under this Section shall be paid by the inmate or included in the Cap listed in subsection s, below.

g. Long Term Care –If an Inmate requires long term or skilled care, custodial care or other services of a long-term care facility, MedHealth will use reasonable efforts to assist the LC to arrange. Costs under this Section shall be paid by the inmate, LC or applied to the Cap in subsection s, below, as directed by LC.

h. Medical Equipment Over \$100. MedHealth shall provide and maintain required medical equipment costing \$100 or less. If equipment in excess of \$100 per unit cost is required or maintenance for equipment costing more than \$100 is required to assist in providing health care services under this AGREEMENT, costs under this Section shall be paid by LC or included in the Cap listed in subsection s, below.

i. Medical Supplies. MedHealth shall provide and bear the cost of basic medical supplies (i.e. alcohol prep pads, syringes, etc.) required to provide the care set forth in this Agreement. The cost for any specialty medical supplies (e.g., braces, orthopedics, hospital beds, specialty pumps, etc.) shall be paid by the inmate or included in the Cap listed in subsection s, below.

j. Medical Waste. LC shall provide or arrange for medical waste removal at the Facilities.

k. Mental Health Care. Overall mental health care shall be coordinated and provided by a combined effort of LC and MedHealth mental health providers. MedHealth and the LC shall provide mental health professionals and MedHealth shall also provide a psych Nurse Practitioner to see mental health patients. Mental health medications shall be applied to the annual Cap set forth in subsection s. MedHealth agrees to coordinate with LC and the county mental health providers to best ensure cohesive delivery of mental health services to inmates/juveniles. Costs for the provision of any advanced, off-site, or inpatient mental health services shall be applied to the annual cap in subsection s, below.

l. Office Equipment- LC shall make available to MedHealth all current LC owned office equipment utilized by the current medical provider. Any additional office equipment required shall be provided by LC or purchased by MedHealth and applied to the annual Cap in subsection s, below. LC shall maintain all LC equipment. All equipment purchased and applied to the Cap shall become the property of the LC.

m. Office Supplies. MedHealth shall be responsible for providing medical office supplies required to effectively deliver the care set forth in this Agreement such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

n. Pathology/Radiology Services. MedHealth shall arrange and bear the cost of basic onsite laboratory and x-ray services ordered by MedHealth for patients. To the extent advanced pathology and radiology services are required beyond the basic services provided onsite by MedHealth, MedHealth shall make appropriate arrangements for rendering pathology and radiology care. When possible, MedHealth will try to bring advanced services onsite. MedHealth will arrange and coordinate with the LCSO for any off-site transportation related to pathology or radiology services. Costs for advanced pathology and radiology services, onsite or offsite, shall be applied to the annual Cap listed in subsection s, below.

o. Pharmacy Services. MedHealth shall provide a pharmacy program and monitoring of pharmacy usage as well as a Preferred Medication List. MedHealth shall order medications and use reasonable effort to ensure prescribed medications are timely provided to patients. Costs under this Section shall be paid by the inmate or included in the Cap listed in subsection s, below.

p. Pregnant Persons. MedHealth shall provide basic care for pregnant patients. MedHealth shall arrange health care services for any pregnant Inmates that goes beyond basic care MedHealth staff can provide onsite. MedHealth shall try to bring these advanced services onsite whenever reasonably possible. Advanced health care services for any pregnant Inmate shall be in accordance with SPECIALTY SERVICES as set forth in subsection q, below. MedHealth shall have no responsibility for any health care services for infants, other than emergent services for babies born in the Facility.

q. Specialty Services. In the event it is determined that a patient requires Specialty Services, MedHealth shall arrange such services. When reasonably possible, MedHealth will try to have these services to inmates provided onsite. MedHealth medical staff will make such determination and refer patients for Specialty Services when, in MedHealth's appointed medical professional's opinion, it is deemed medically necessary. To the extent Specialty Services are required and cannot be rendered at the jail, MedHealth shall make appropriate offsite arrangements for rendering such care. Costs under this Section shall be paid by the inmate/juvenile or included in the Cap listed in subsection s, below.

r. Vision Care – MedHealth shall arrange for provision of medically necessary eyeglasses and any other vision services, including basic care for eye injuries or disease. These services will be provided at the jail when reasonable possible. Costs under this Section shall be paid by the inmate or included in the Cap listed in subsection s, below.

s. Annual Cap. MedHealth's maximum liability for costs associated with services set out herein shall be \$175,000.00 in the aggregate per Contract Year (12 months), to be pro-rated for any partial contract years (the "CAP AMOUNT" or "cap"). If the CAP AMOUNT for the Contract Year is reached, MedHealth will continue to provide utilization management, extend all provider discounts to LC and pay these expenses on behalf of the LC and LC shall reimburse MedHealth all excess amounts. Amounts paid by MedHealth which are over the CAP AMOUNT will be periodically reconciled with the LC pursuant to Section 7.1.a, below. Any amounts owed MedHealth that have been

outstanding more than thirty (30) days from the due date shall accrue interest at the rate of 1% per month until paid in full.

1.3 Changes in Law or Standards. Should new legislation or applicable standards require material or new medical directives impacting MedHealth's provision of services under this Agreement, MedHealth and LCSO will promptly meet in partnership to discuss any impact these changes may have and any associated staffing and financial adjustments required to comply.

1.4 Emergency Services. MedHealth staff shall provide on-site emergency medical care, as medically necessary, to inmates/juveniles (when at the JSC), and arrange for emergency ambulance transportation for off-site care. LC acknowledges that, whether or not a MedHealth staff member is on-site, in the event of a serious medical emergency, LCSO staff shall retain the right and ability to contact an ambulance provider directly for the transportation of an inmate/juvenile for emergency medical services offsite, and further that, in no event shall LCSO staff be required to contact MedHealth medical staff prior to initiating life-saving measures, contacting the local 911 service or other third-party calling programs, or otherwise seeking the highest priority emergency medical attention, as reasonable and appropriate, for any inmate/juvenile in need of immediate medical care.

1.5 Cap Amount. See section 1.2.s, above.

1.6 Injuries Incurred Prior to Incarceration. MedHealth shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate or juvenile prior to formal booking and physical commitment into the Facility.

MedHealth is not financially responsible for the cost of medical treatment or health care services provided outside the Facility to medically stabilize any person presented at booking with a life-threatening injury or illness or in immediate need of emergency medical care.

Once an individual has been medically stabilized and physically committed to the Facility, MedHealth will then become responsible for providing and/or arranging for all healthcare services outlined in this AGREEMENT regardless of the nature of the illness or injury or whether the illness or injury occurred prior or subsequent to the individual's booking into the Facility. An Inmate/juvenile shall be considered medically stabilized when their medical condition no longer requires immediate emergency medical care, outside hospitalization or assessment so that the inmate/juvenile can reasonably be housed inside the Facility. MedHealth's financial responsibility for such healthcare services shall be in accordance with, and as limited by, the financial terms for Inmate/juvenile services set forth in this AGREEMENT.

1.7 Inmates Outside the Facilities. The health care services contracted in the AGREEMENT are intended only for those inmates/juveniles in the actual physical custody of the Facility and for inmates/juvenile held under LCSO Sheriff staff custody in outside hospitals or other medical facilities who remain in official custody of the LCSO. Inmates/juveniles held under LCSO custody in outside hospitals or other medical facilities are to be included in the daily population count. Any individual outside the Facility, including those who are in any outside hospital who are not under LCSO Sheriff custody, shall not be the responsibility of MedHealth, nor shall such

person(s) be included in the daily population count.

Inmates/juvenile on any sort of temporary release or escape, including, but not limited to inmates/juvenile temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Facility at night, shall not be included in the daily population count, and shall not be the responsibility of MedHealth with respect to the payment or the furnishing of their healthcare services.

Individuals in the physical custody of other law enforcement or other penal jurisdictions at the request of LC, by Court order or otherwise, are likewise excluded from the Facility population count and are not the responsibility of MedHealth for the furnishing or payment of healthcare services.

1.8 Elective Medical Care. See section 1.2.e, above.

1.9 Transportation Services. To the extent any inmate/juvenile requires off-site non-emergency healthcare treatment including, but not limited to, hospitalization care and specialty services, for which care and services MedHealth is obligated to arrange under this Agreement, LC shall, upon prior request by MedHealth, its agents, employees or contractors, provide transportation.

ARTICLE II: PERSONNEL.

2.1 Staffing. MedHealth shall provide staffing as shown on Exhibit A, hereto. To ensure timely and medically appropriate healthcare, the midlevel hours will typically be provided on-site; however, as medically required, telephonic or telemedicine may be utilized and count toward hours worked, depending on patient need. Midlevels (medical and psych) will provide basic daily on-call remote services when not on-site. The Health Services Administrator (HSA) or a designee will also be on call when not on site.

a. Holidays. LCSO acknowledges that MedHealth will provide medical staff, excluding the HSA, at the regular staffing schedule for coverage on MedHealth-designated holidays, of which there are seven (7).

b. Absences. For all other absences/vacancies, including but not limited to, paid time off, vacation, and sick time, MedHealth will endeavor to provide replacement coverage, depending on advance notice. After the first 90 days from MedTrust's commencement of services under this Agreement (start-up period), if any such absence/vacancy exceeds thirty (30) consecutive days, MedHealth will credit LC the hourly rate of the vacant staffing hours by position on the next month's base fee billing.

c. Medication Passes at JSC. MedHealth's staffing plan will allow for MedHealth nurses to prepare and pass all patient medications at the JSC.

It is agreed that lower skilled staffing positions may be filled by a higher skilled individual; however, a higher skilled position will not be filled by a lower skilled individual, unless approved in advance

by LCSO.

The scheduling of staff shifts may be flexible and adjusted by MedHealth in order to best meet patient need. Any adjustments or changes to fixed schedules would be made only after discussions with the LCDC or JSC Administrator or designee.

MedHealth shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of MedHealth, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Should healthcare services fall behind due to situations outside of MedHealth control, such as insufficient access to inmates/juveniles to provide care, MedHealth shall, after discussion with LC, bill LC for any additional hours and/or MedHealth staff required to bring services current and LC agrees to pay the additional billing.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by MedHealth to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise and as required by applicable Wyoming law. MedHealth shall be responsible for verifying licensure requirements and qualifications, and LCSO shall provide timely healthcare staff background checks and clearance checks upon request by MedHealth.

2.3 LC's Satisfaction with Health Care Personnel. MedHealth shall have the sole discretion and authority in all personnel hiring decisions; however, to be good partner with LC, LC may interview and provide input on any candidate in advance of MedHealth making an offer of employment. To avoid a possible joint employer claim, in no event shall LC retain the right to hire and fire MedHealth personnel. MedHealth shall retain control over and have the final authority concerning the staffing of its health care personnel. If LC becomes dissatisfied with any health care personnel provided by MedHealth hereunder, or by any independent contractor, subcontractors or assignee, MedHealth, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from LC of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to LC, MedHealth shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom LC has expressed dissatisfaction. Should removal of an individual become necessary, MedHealth will be allowed reasonable time, prior to removal (after removal if removal is done without advanced notice), to find an acceptable replacement, without penalty or any prejudice to the interests of MedHealth.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates/juveniles shall not be employed or otherwise engaged by either MedHealth or the LC in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, MedHealth may engage certain health care professionals as independent contractors rather than

as employees. LC consents to such subcontracting or delegation. As the relationship between MedHealth and these health care professionals will be that of independent contractor, MedHealth will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. MedHealth will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, MedHealth shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of MedHealth under this AGREEMENT, MedHealth shall provide LC proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy.

2.6 Discrimination. During the performance of this Agreement, MedHealth, its employees, agents, subcontractors, and assignees agree as follows:

- a. Not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Training of Personnel. MedHealth shall provide regular training of its staff, which the LCSO is welcome to attend. MedHealth may provide training courses on a variety of topics, at no cost to the LCSO, upon request by the LCSO and availability of MedHealth staff. Such training courses shall be scheduled by the LCSO and MedHealth at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any such training would be supplemental to any training required by the State or any other governmental body for correctional officers. LC shall be responsible for training of its own employees and agents.

MedHealth recognizes that certain training of MedHealth medical staff may need to be accomplished by the LCSO for the purposes of inmate interaction, and as may be required by LCSO, statute, regulation and/or law. This required training of MedHealth staff shall count as time worked for MedHealth staff.

ARTICLE III: REPORTS AND RECORDS

3.1 Medical Records. LC acknowledges that MedHealth's responsibility for all inmate medical records shall commence on the effective date of this AGREEMENT, and that the responsibility for all inmate medical records prior to the effective date of this AGREEMENT shall rest solely with LC. Nothing in this AGREEMENT shall be interpreted to impose

responsibility on MedHealth for inmate medical records prior to the effective date of this AGREEMENT. LC further acknowledges that MedHealth will assist LC with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this AGREEMENT, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this AGREEMENT, MedHealth shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this AGREEMENT, MedHealth shall cause and require to be maintained a complete and accurate medical record for each inmate/juvenile who has received health care services. Each medical record will be maintained in accordance with applicable laws and LC's policies and procedures. The medical records shall be kept separate from the patient's confinement record. A complete legible copy of the applicable medical record shall be available to LC as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, MedHealth shall comply with Wyoming law and LC's policy with regard to access by Inmates/juveniles and Jail staff to medical records. No information contained in the medical records shall be released by MedHealth except as directed by LC or required by court order. At the termination of this Agreement, all medical records shall be delivered to and remain with LC. However, LC shall provide MedHealth with reasonable ongoing access to all medical records even after the termination of this AGREEMENT for the purposes of defending litigation and other claims against MedHealth.

a. Electronic Medical Records. MedHealth will arrange for the provision of an electronic medical record system (EMR) through a third party vendor (CorEMR). The price herein includes EMR costs up to an ADP of 300. If the ADP exceeds 300, MedHealth will charge an extra \$2 per inmate per month for each inmate above 300.

3.2 Regular Reports by MedHealth. Upon request, MedHealth shall provide LC, on a date and in a form mutually acceptable, reports relating to services rendered under this AGREEMENT.

3.3 Inmate/Juvenile Information. Subject to the applicable Wyoming law, in order to assist MedHealth in providing the best possible health care services to inmates/juveniles, LC will provide MedHealth with information pertaining to Inmates/Juveniles that MedHealth or LC mutually identify as reasonable and necessary for MedHealth to adequately perform its obligations hereunder.

3.4 MedHealth Records Available with Limitations on Disclosure. MedHealth shall make available to LC, at their request, records, documents and other papers relating to the direct delivery of health care services to patients hereunder. LC understands that written operating policies and procedures employed by MedHealth in the performance of its obligations hereunder are proprietary in nature and shall remain the property of MedHealth and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by LC, except in connection with the delivery of healthcare services hereunder, or as permitted or required by law, unless such disclosure is approved in advance by MedHealth. Proprietary information developed by either party shall remain the property of the developing party.

3.5 LC Records Available with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, LC shall provide MedHealth, at MedHealth's request, access to LC's records relating to the provision of health care services to Inmates/juveniles as may be reasonably requested by MedHealth or as are pertinent to the investigation or defense of any claim related to MedHealth's conduct. Any such information provided by LC to MedHealth that LC considers confidential shall be kept confidential by MedHealth and shall not, except as may be required by law, be distributed to any third party without the prior written approval of LC.

ARTICLE IV: SECURITY

4.1 General. MedHealth and LC understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of MedHealth as well as for the security of Inmates/juveniles and the LCSO's staff, consistent with the correctional setting. LC will take all reasonable steps to provide sufficient security to enable MedHealth to safely and adequately provide the health care services described in this Agreement. It is expressly understood by LC and MedHealth that the provision of security and safety for the MedHealth personnel is a continuing precondition of MedHealth's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Loss of Equipment and Supplies. MedHealth shall be liable for loss of or damage to equipment and supplies provided by LC in the event such loss or damage was caused by the negligence of MedHealth or its employees. LC shall be liable for loss of or damage to equipment and supplies provided by MedHealth in the event such loss or damage was caused by the negligence of LC or its employees.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. LC agrees to provide MedHealth with reasonable and adequate office and medical space, facilities, equipment, internet access, local telephone and telephone line and utilities. LC will provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels), and as further provided for in section 1.2, above.

5.2 Delivery of Possession. LC will provide MedHealth, beginning on the date of commencement of this AGREEMENT, possession and control of Facility medical and office equipment in place at Facilities healthcare units. At the termination of this or any subsequent AGREEMENT, MedHealth will return possession and control of all such medical and office equipment owned by LC, in working order, reasonable wear and tear excepted.

5.3 Infection Control PPE. MedHealth and LC understand that adequate infection control PPE are essential and necessary for the health and safety of the agents, employees and subcontractors of MedHealth as well as for the health and safety of patients and LCSO staff, consistent with the correctional setting. MedHealth shall provide sufficient infection control PPE for its employees in compliance with regular LC, State or Federal entity requirements or regulations. In the instance of any outbreak, pandemic, jail directive/instruction, or other unusual infection

control situation, additional PPE supplies, and associated costs will go toward the Cap in section 1.2, above.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This AGREEMENT shall commence on March 27, 2024, at 12:00:01am local time. The initial term of this AGREEMENT shall end on March 26, 2025, at 11:59pm local time, and this AGREEMENT may be extended for additional one-year terms by written mutual agreement of the parties, subject to LC funding availability, unless either party provides written notice to the other of its intent to terminate or non-renew, in accordance with the provisions of Section 6.2, below.

6.2 Termination. This AGREEMENT, or any extension thereof, may be terminated as otherwise provided in this AGREEMENT or as follows:

- a. Termination by agreement. If the parties mutually agree in writing, this AGREEMENT may be terminated on the terms and date stipulated therein.
- b. Without Cause Termination. Notwithstanding anything to the contrary contained in this AGREEMENT, this Agreement may be canceled or non-renewed without cause by either party, and without prejudice to any other rights, by giving ninety (90) advanced written notice to the other party in accordance with Section 9.3 of this Agreement.
- c. Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, LC shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.
- d. LC may cancel this agreement at any time if they become unsatisfied with MedHealth's services and have given MedHealth detailed notice of deficiency and reasonable opportunity to correct. This subsection requires LC to provide MedHealth with advanced written notice of the termination date to allow for a smooth transition of care.

6.3 Responsibility for Inmate Healthcare. Upon termination of this AGREEMENT, all responsibility for providing healthcare services to all inmates/juveniles will be transferred from MedHealth to LC.

ARTICLE VII: COMPENSATION

7.1 Base Compensation. LC will compensate MedHealth based on the twelve-month annualized price of \$3,883,991.92 during the initial term of this AGREEMENT, payable in monthly installments. Monthly installments during the initial term of this Agreement will be in the amount of \$323,665.99 each. MedHealth will bill LC approximately thirty days prior to the month in which services are to be rendered. LC agrees to pay MedHealth prior to the tenth day of

the month in which services are rendered. 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 MedHealth will be prorated accordingly for the shortened month. Monthly true ups will occur to correct any previous month's billing deficiencies or overages.

a. **CAP AMOUNT.** Should the Cap amount of \$175,000 be exceeded, MedHealth will submit a reconciliation to LC for payment within 2 months of MedHealth receiving supporting documentation for the amounts paid over the Cap, or MedHealth will verify charges and then promptly forward all invoices for services over the Cap to LC for direct payment, whichever LC directs. LC acknowledges that at the end of each contract period, the Cap billing will remain open for sufficient time for all outstanding invoices/claims to be submitted and verified by MedHealth and either paid by MedHealth and reimbursed or forward to LC for payment.

7.2 **Increases in Inmate Population.** LC and MedHealth agree that the annual base price is calculated based upon an average daily inmate population of up to 350ADP, other than EMR which is based on 300 ADP (as set forth above under medical records). If the average daily inmate population exceeds 350 inmates for any given month, the compensation payable to MedHealth by LC shall be agreed upon by the parties to cover any added costs to care for the increased population. The average daily population shall be calculated by adding the daily population head count totals taken at a consistent time each day and dividing by the number of days in the month.

7.3 **Future Years' Compensation.** Future year pricing shall be determined by mutual agreement of the parties.

7.4 **Inmates from Other Jurisdictions.** Healthcare rendered within the Facility to inmates/juveniles from jurisdictions outside LC, and housed in the Facility pursuant to written contracts between LC and such other jurisdictions will be the responsibility of MedHealth, but as limited by the Cap in section 1.2. Healthcare that cannot be rendered within the Jail will be arranged by MedHealth, but MedHealth shall have no financial responsibility for such services to those inmates other than as outlined in section 1.2, above.

7.5 **Responsibility for Work Release Inmates.** MedHealth and LC agree that MedHealth will be responsible for providing the healthcare services set forth herein, including inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an Inmate/juvenile's presentation to MedHealth staff within the jail/JSC. Notwithstanding any other provisions of this AGREEMENT to the contrary, MedHealth and LC agree that LC Inmates/juveniles assigned to work release, including work for LC agencies, are themselves personally responsible for the costs of any medical services performed by providers other than MedHealth, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the Inmate/juvenile is on work release. The costs of medical services associated with a particular illness or injury incurred by an Inmate/juvenile while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of MedHealth. In all cases, MedHealth shall be responsible for providing healthcare as set forth in

this AGREEMENT for any Inmate/juvenile who presents to medical staff on-site at the Facility, including any Inmate/juvenile injured or infirmed while on work release or release for community service, to the extent such care is consistent with the services set forth in this AGREEMENT and can reasonably be provided on-site; otherwise, MedHealth shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

8.1 Insurance. At all times during this AGREEMENT, MedHealth shall maintain statutory required workers compensation coverage. MedHealth shall also maintain professional liability insurance covering MedHealth for its work under this agreement, its employees, and its officers, and naming LC as an additional insured in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. MedHealth shall provide LC with a Certificate of Insurance evidencing such coverages and shall have LC named as an additional insured. In the event of any expiration, termination or modification of coverage, MedHealth will notify LC in writing. MedHealth agrees to waive subrogation.

8.2 Lawsuits Against LCSO. In the event that any lawsuit (whether frivolous or otherwise) is filed against LC, its elected officials, employees and agents based on allegations concerning MedHealth's services under this AGREEMENT and the performance of MedHealth's employees, agents, subcontractors or assignees, the parties agree that MedHealth, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Indemnification. MedHealth agrees to defend, indemnify, and hold harmless LC, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out MedHealth's services set forth herein, including those in which Laramie County is a named Defendant. This duty to indemnify shall include all related MedHealth carrier appointed attorneys' fees and litigation costs and expenses. LC shall promptly notify MedHealth of any incident, claim, or lawsuit of which LC becomes aware and shall fully cooperate in the defense of such claim, but MedHealth shall retain sole control of the defense while the action is pending, to the extent allowed by law. MedHealth agrees, to the extent allowed by it's insurance carrier, it shall not settle any such claim without the consent of Laramie County, which consent shall not be unreasonably withheld. In no event shall this AGREEMENT to indemnify be construed to require MedHealth to indemnify LC, its agents and/or employees in regard to claims or matters arising from LC's, its agents' and/or employees' own negligence and/or their independent actions or inactions.

ARTICLE IX: MISCELLANEOUS

9.1 Independent Contractor Status. The parties acknowledge that MedHealth is an independent contractor engaged to provide healthcare to inmates/juveniles in the Facility under the direction of MedHealth management. Nothing in this AGREEMENT is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. MedHealth shall not assign this AGREEMENT to any other corporation without the consent of L, which consent shall not be unreasonably withheld.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally in hand to an authorized agent of the party, or delivered by certified mail, or registered first-class mail (return receipt requested, postage prepaid), or Federal Express, UPS or other reputable overnight courier service (with signed delivery confirmation), or transmitted by electronic mail transmission, including PDF (with delivery and read receipt confirmation), and addressed to the appropriate party(s) at the following address or regularly-monitored electronic mail address of such party, or to any other person at any other address or regularly monitored electronic mail address as may be designated in writing by the parties:

<p>Laramie County, Wyoming Laramie County Sheriff 1910 Pioneer Ave. Cheyenne, WY 82001 Email: chance.walkama@laramiecountywy.gov Copy to: mark.voss@laramiecountywy.gov</p>	<p>MedTrust, LLC dba MedHealth Attn: Legal 8610 Broadway St., Suite 270 San Antonio, Texas 78217 Email: ken@mymedtrust.com Copy to: keren@mymedtrust.com</p>
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Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This AGREEMENT and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Wyoming, except as specifically noted. Disputes between the Parties arising out of this AGREEMENT may be filed in a court of competent jurisdiction. Laramie County, Wyoming shall be the exclusive jurisdiction for filing of any lawsuit.

9.5 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. No modifications or amendment to this AGREEMENT shall be binding upon the parties unless the

same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this AGREEMENT are superseded hereby.

9.6 Amendment. This AGREEMENT may be amended or revised only in writing and signed by authorized representatives of the parties.

9.7 Waiver of Breach. The waiver by 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.

9.8 Other Contracts and Third-Party Beneficiaries. 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 the AGREEMENT is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the AGREEMENT which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. LC shall designate a person that shall serve as the liaison with MedHealth.

9.11 Cooperation. On and after the date of this AGREEMENT, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this AGREEMENT.

9.12 Time of Essence. Time is and shall be of the essence of this AGREEMENT.

9.13 Authority. The parties signing this AGREEMENT hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This AGREEMENT shall be binding upon the parties hereto, their heirs, administrators, executors, successors, and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this AGREEMENT, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.16 Governmental/Sovereign Immunity: Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this Agreement. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

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

Laramie County Wyoming

Name _____

Signature _____

Title _____

Date _____

Name _____

Signature _____

Title _____

Date _____

Name _____

Signature _____

Title _____

Date _____

MedTrust, LLC, dba MedHealth

Name Ken Palombo

Signature 

Title COO

Date 3/13/2024

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



EXHIBIT A **Staffing**

Laramie County Wyoming Adult/Juvenile Center Staffing Matrix - Up to 350 ADP

DAY SHIFT										
POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBD	Hrs/Wk	FTE
Health Services Administrator(RN)	8	8	8	8	8				40	1.000
Registered Nurse (RN)	8	8	8	8	8	8	8		56	1.400
Registered Nurse (RN)	12	12	12	12	12	12	12		84	2.100
Licensed Practical Nursing (LPN)	12	12	12	12	12	12	12		84	2.100
Mental Health RN	6	6	6	6	6	6	6		42	1.050
LMHP	8	8	16	16	16			16	80	2.000
AA/Med Recs	8	8	8	8	8				40	1.000
Medical Nurse Practitioner (FNP)								10	10	0.250
Psychiatric Nurse Practitioner (PMHNP)								8	8	0.200

NIGHT SHIFT										
POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBD	Hrs/Wk	FTE
Registered Nurse (RN)	12	12	12	12	12	12	12		84.000	2.1
Registered Nurse (RN)	8	8	8	8	8	8	8		56.000	1.4
Licensed Practical Nursing Staff (LPN)	12	12	12	12	12	12	12		84.000	2.1
Total Hours/FTE - Night	32	32	32	32	32	32	32		224.000	5.6

ROLL-UP TOTALS - Adult Detention

HSA	8	8	8	8	8				40	1.000
LPN	24	24	24	24	24	24	24		168	4.200
RN	40	40	40	40	40	40	40		280	7.000
AA/Med Recs	8	8	8	8	8				40	1.000
Medical NP								10	10	0.250
Psych NP								8	8	0.200
Mental Health RN	6	6	6	6	6	6	6		42	1.050
LMHP	8	8	16	16	16			16	80	2.000
Total Hours/FTE - All Shifts	94	94	102	102	102	70	70	34	668	16.700

JUVENILE STAFFING

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBD	Hrs/Wk	FTE
Medical NP								2	2	0.05
Mental Health RN	6	6	6	6	6	6	6		42	1.050
Total Hours/FTE - All Shifts	6	6	6	6	6	6	6		42	1.050

ROLL-UP TOTALS - COMBINED MEDICAL SERVICES

HSA	8	8	8	8	8				40	1.000
LPN	24	24	24	24	24	24	24		168	4.200
RN	40	40	40	40	40	40	40		280	7.000
AA/Med Recs	8	8	8	8	8				40	1.000
Medical NP								12	12	0.300
Psych NP								8	8	0.200
LMHP	8	8	16	16	16			16	80	2.000
Juvenile/Adult Mental Health Nurse	12	12	12	12	12	12	12		84	2.100
Total Hours/FTE - All Shifts	100	100	108	108	108	76	76	36	712	17.800