

**THIRD AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES BETWEEN THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND WELLPATH, LLC**

**THIS THIRD AMENDMENT to the AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (“DCSO”), and **WELLPATH, LLC**, a Limited Liability Corporation authorized to do business in Colorado (the “Contractor”).

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for providing healthcare services to inmates housed at the Douglas County Sheriff's Office Detention Facility; and

**WHEREAS**, the County solicited a Request for Proposal (RFP) No. 026-21 and a related refresh, the County solicited proposals to provide comprehensive healthcare administration, medical, pharmaceutical, mental health, and dental health services to inmates housed at the Douglas County Sheriff's Office Detention Facility, and, as a result of the RFP, established a contract with the Contractor for the period of January 1, 2023 through December 31, 2023; and

**WHEREAS**, on June 23, 2023, a First Amendment to update the insurance requirement was approved by the Board of County Commissioners; and

**WHEREAS**, Wellpath, LLC and the Douglas County Sheriff's Office utilized the first of four (4) one-year option to extend the Agreement for the period of January 1, 2024 through December 31, 2024; and

**WHEREAS**, Wellpath, LLC and the Douglas County Sheriff's Office now desires to utilize the second of four (4) one-year option to extend the Agreement for the period of January 1, 2025 through December 31, 2025; and

**WHEREAS**, the County has named a new Authorized Representative and now desires to revise Section 1, LINE OF AUTHORITY and Section 17, NOTICES; and

**WHEREAS**, the County and the Contractor now desires to revise Section 2, SCOPE OF SERVICES, Exhibit A-1 and Exhibit B-1; and

**WHEREAS**, the County and the Contractor now desires to revise Section 3, COMPENSATION; and

**WHEREAS**, the County and the Contractor now desires to revise Section 4, MAXIMUM CONTRACT LIABILITY; and

**WHEREAS**, the County and the Contractor now desires to remove and replace Exhibit D, Insurance Requirements; and

**WHEREAS**, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Agreement.

**NOW, THEREFORE**, the parties hereto mutually agree to modify the following:

1. Section 1, **LINE OF AUTHORITY** of the Agreement is now modified as follows: Captain ***Philip Domenico*** is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Agreement.

2. Section 2, **SCOPE OF SERVICES**: *All tables in Exhibit A-1 and Exhibit B-1 have been replaced with the tables attached hereto and incorporated herein.* All remaining terms and conditions of Exhibit A and Exhibit B shall remain in full force and effect.

3. Section 3, **COMPENSATION**: Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in *the updated Exhibit C*, attached hereto, and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. Section 4, **MAXIMUM CONTRACT LIABILITY**: Any other provisions of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is ***FIVE MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED Dollars (\$5,471,900.00)*** annually to include the base contract amounts, any per diem costs, costs to paid by the Contractor on behalf of the County for outside medical costs and costs associated with HIV medications, Hepatitis C medications, and hemophiliac medications as outlined in *the updated Exhibit C, and MAT Program medications*. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. Any pricing changes proposed by the Contractor for an upcoming extension are required to be submitted in writing no later than May 31<sup>st</sup> of the current contract year.

5. Section 5, **TERM** of the Agreement is now modified as follows: It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:01 a.m. on ***January 1, 2025*** and terminate at 12:00 a.m. ***December 31, 2025***.

6. Section 17, **NOTICES** of this Agreement is now modified as follows:

by the Contractor to: Captain ***Philip Domenico***  
Douglas County Sheriff's Office  
4000 Justice Way  
Castle Rock, CO 80109  
Telephone: ***(303) 814-7109***  
E-mail: [\*\*\*pdomenico@dcsheriff.net\*\*\*](mailto:pdomenico@dcsheriff.net)

7. Exhibit D, **INSURANCE REQUIREMENTS** is hereby removed and replaced with the attached hereto and incorporated herein.

8. All remaining terms and conditions of the Agreement shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the County and the Contractor have executed this Contract as of the above date.

**WELLPATH, LLC**

DocuSigned by:  
BY: Cindy Watson  
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Printed Name: Cindy watson

Title: Chief operating officer

DATE: 12/12/2024

**ATTEST: (if a corporation)**

DocuSigned by:  
[Signature]  
DCB04CAECBFC4A7...

Title: Sr. Director of Contract Retention

Signature of Notary Public Required:

STATE OF \_\_\_\_\_ )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ (name of individual).

Witness my hand and official seal

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY**

**DOUGLAS COUNTY SHERIFF'S  
OFFICE**

BY:

\_\_\_\_\_  
George Teal  
Chair

\_\_\_\_\_  
Darren Weekly  
Sheriff

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Douglas J. DeBord  
County Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Andrew Copland  
Director of Finance

\_\_\_\_\_  
Kelly Dunnaway  
Deputy County Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Exhibit A1  
STAFFING MATRIX (EXCLUDING MAT PROGRAM STAFFING)**

<b>Wellpath RN and LPN Staffing for the Douglas County Detention Facility – ADP of 425</b>									
<b>Day Shift</b>									
<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/ WK</b>	<b>FTE</b>
H.S.A., RN	8	8	8	8	8			40	1.0
Director of Nursing	8	8	8	8	8			40	1.0
Medical Director	8							8	0.2
Mid-Level Provider NP/PA			8		8			16	0.4
Administrative Assistant	8	8	8	8	8			40	1.0
RN	24	24	24	24	24	24	24	168	4.2
LPN	12	12	12	12	12	12	12	84	2.1
Psychiatrist					8			8	0.2
Psychiatric Nurse Practitioner	10		10					20	0.5
Mental Health Coordinator	8	8	8	8	8			40	1.0
Mental Health Professional (Licensed Behavioral Health Practitioner)	10	10	20	10	10	10	10	80	2.0
<b>Amendment 3 - Medical Assistant</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>64</b>	<b>1.6</b>
<b>Amendment 3 - Medical Records/Accreditation</b>	<b>8</b>		<b>8</b>		<b>8</b>			<b>24</b>	<b>.6</b>
Dentist			8					8	0.2
Dental Assistant			8					8	0.2
<b>Total Hours/FTE - Day</b>								<b>648</b>	<b>16.2</b>
<b>Night Shift</b>									
<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/ WK</b>	<b>FTE</b>
RN	12	12	12	12	12	12	12	84	2.1
LPN	12	12	12	12	12	12	12	84	2.1
<b>Total Hours/FTE - Night</b>								<b>168</b>	<b>4.2</b>
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>816</b>	<b>20.40</b>

**Exhibit B1  
MAT PROGRAM STAFFING MATRIX**

Wellpath MAT Staffing for the Douglas County Detention Facility									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/ WK	FTE
MAT RN Coordinator/Med Pass	8	8	8	8	8			40	1.0
Medical Director		4						4	0.1
<b><i>Amendment 3 – Remove Medical Director</i></b>		<b><i>(-4)</i></b>						<b><i>(-4)</i></b>	<b><i>(-0.1)</i></b>
Mid-Level Provider NP/PA			4		4			8	0.2
<b><i>Amendment 3 – Increase Mid-Level Provider Hours</i></b>	<b>8</b>		<b>4</b>		<b>4</b>			<b>16</b>	<b>0.4</b>
<b><i>Amendment 3 - LPN MAT – Med Pass</i></b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>56</b>	<b>1.4</b>
RN MAT – Med Pass						8	8	16	0.4
<b><i>Amendment 3 – Remove RN MAT – Med Pass</i></b>						<b><i>(-8)</i></b>	<b><i>(-8)</i></b>	<b><i>(-16)</i></b>	<b><i>(-0.4)</i></b>
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>120</b>	<b>4.8</b>

**Exhibit C**  
**METHOD OF PAYMENT**

**Base Contract Amount** - The Contractor will charge the County a base contract amount total of \$4,643,990.00 payable in twelve (12) monthly installments of \$386,999.17 for inmate healthcare services from *January 1, 2025 through December 31, 2025*. The Contractor shall submit an invoice on the first of each month for which services are being rendered to Douglas County, and payment shall be made by the County within thirty (30) days of receipt of billing.

The fee is based on an average daily population of up to 425 inmates, with the understanding that Work Release inmates are included in the average daily population figures but are expected to manage their own foreseeable medical needs with minimal involvement from the medical unit and are allowed and expected to leave the facility to obtain treatment from community health care centers. Work Release inmates may, however, require medical, pharmaceutical, mental health, or dental care while confined in the Detention Facility.

**Per Diem Amount** - When, in any calendar month, the average daily population (ADP) of the facility (not including work release inmates or inmates not in the facility due to temporary releases to other facilities including hospitals or other agencies) exceeds 425, the County shall pay the Contractor a per diem rate of \$2.92 for each inmate exceeding 425 in addition to the above monthly rate. In the event that the ADP in any calendar month falls below 400, the Contractor will credit the County on a subsequent invoice a per diem rate of \$2.92 for the number of inmates below the ADP of 400.

**Off-Site Services** - In addition to the base contract amount above, the Contractor shall submit an invoice on a monthly basis for off-site services as outlined in the Exhibit A, Section 25. The invoice shall be summarized by category of expenditure to be reimbursed, and the supporting documentation is to be itemized and should include, but not necessarily be limited to, the inmate's name and number, the date of service, the type of service, the provider's name, the original charge, and the reduced rate actually paid on behalf of the County.

**Hemophiliac, Hepatitis C, and HIV Medications** – The Contractor shall also submit an invoice on a monthly basis for the cost of hemophiliac medications, Hepatitis C medications, and HIV medications administered to County inmates during the preceding month. The invoice is to be itemized and should include the inmate's name and number, the date(s) the medication was administered, the medication, and the cost. Such costs are not the responsibility of the Contractor and will be reimbursed within 30 days from the date the invoice was received.

**MAT Program** – The Contractor will charge the County for MAT Program staffing in the amount of \$483,106.00 payable in twelve (12) monthly installments of \$40,258.83 which will be invoiced separately from the above. The Contractor shall submit an invoice on the first of each month for which services are being rendered. The Contractor shall also submit a separate invoice by no later than the 15<sup>th</sup> of the following month for the cost of MAT Program medications administered.



**Credit for Personnel Shifts Not Filled –**

1. **Base Contract** - In the event that the Contractor was unable to fill a vacant shift, the Contractor shall credit the next month’s invoice for the number of hours not staffed in accordance with Exhibit A, Section 2, and Exhibit A1 based upon the following table:

<b>Position</b>	<b>Fully Loaded Rates (Salaries + Benefits)</b>
RN HSA	\$70.56
Medical Director	\$283.26
NP	\$77.28
RN – Charge Nurse (Day Shift)	\$61.91
RN – Charge Nurse (Night Shift)	\$65.23
RN (Day Shift)	\$55.71
RN (Night Shift)	\$59.02
LPN (Day Shift)	\$43.30
LPN (Night Shift)	\$46.61
Administrative Assistant	\$33.28
Medical Assistant/Medical Records Clerk	\$31.45
Mental Health Coordinator	\$58.56
Mental Health Professional	\$51.92
Psychiatrist	\$290.26
Psychiatric NP	\$121.26
Dentist	\$115.23
Dental Assistant	\$35.16

2. **MAT Program** – In the event that the Contractor was unable to fill a vacant MAT Program shift, the Contractor shall credit a subsequent MAT Program invoice for the number of hours not staffed in accordance with Exhibit B, Section 1, and Exhibit B1 based upon the following table:

<b>Position</b>	<b>Fully Loaded Rates (Salaries + Benefits)</b>
<b><i>Mid-Level Provider NP/PA</i></b>	\$77.28
<b><i>LPN MAT Med Pass/Detox Rounds</i></b>	\$54.84

**Invoicing** – All invoices are to be addressed as follows (preferably by email):

Douglas County Sheriff's Office Detentions Division  
ATTN: Detentions Administrative Secretary  
4000 Justice Way  
Castle Rock, CO 80109  
[detentionadmin@dcsheriff.net](mailto:detentionadmin@dcsheriff.net)

with a copy to:

Douglas County Sheriff's Office Budget & Logistics  
ATTN: Budget & Logistics Division  
4000 Justice Way  
Castle Rock, CO 80109  
[ssteranko@dcsheriff.net](mailto:ssteranko@dcsheriff.net)

**Exhibit D**  
**INSURANCE REQUIREMENTS**

1. The CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the negligent errors or omissions of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. The CONTRACTOR agrees to procure and maintain with insurers with an A- or better rating and a financial size of VII or better as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- a) **Workers' Compensation Insurance & Employers Liability** to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract (no excluded employee or officer from the required insurance may work on County premises), and Employers' Liability insurance with the following limits and provide for a waiver of subrogation in favor of Douglas County:

Workers' Compensation: Statutory  
Employers' Liability: \$1,000,000

- b) **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for employee acts), independent contractors, products, and completed operations. This policy will apply as primary insurance and non-contributory for the CONTRACTORS legal liability and provide a Waiver of Subrogation in favor of Douglas County.
- c) **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the CONTRACTOR'S owned, hired, and non-owned vehicles assigned to or used in performance of the services. This policy will apply as primary insurance and non-contributory for the CONTRACTORS legal liability and provide a Waiver of Subrogation in favor of Douglas County.
- d) **Malpractice/Professional Liability** insurance in an amount not less than THREE MILLION DOLLARS (\$3,000,000.00) per claim and SIX MILLION DOLLARS (\$6,000,000.00) in the aggregate.

The CONTRACTOR shall maintain such coverage and limits for at least three (3) years from the termination of this Contract. For “claims made” policies, the retroactive date of coverage for all policies in force during this Contract shall be no later than the inception date of the original Contract between Douglas County and the CONTRACTOR. Coverage shall be extended beyond the term of the Contract either by supplemental extended reporting period for at least three (3) years after the termination of the Contract or by maintaining a “claims made” policy with a retroactive date not later than the inception date of the original Contract for three (3) years after the termination of the Contract.

- e) **Property Insurance** that will cover the full replacement value of all CONTRACTOR owned personal property. Property coverage for the CONTRACTORS owned personal property may be self-insured.
- f) **Crime Insurance** in the amount of ONE MILLION DOLLARS (\$1,000,000.00) for employee dishonesty, forgery or alteration, computer fraud, funds transfer fraud, theft, robbery, and counterfeit currency.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

2. **Additional Insured Status.** Douglas County Government, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to a claim of the legal liability of the insured for damages as the result of the negligence or wrongful conduct of Contractor. General liability coverage can be provided in the form of a blanket endorsement to the CONTRACTOR’s insurance.
3. **Primary Coverage.** For any claims related to this contract, the **CONTRACTOR’S insurance coverage shall be primary** as to the legal liability of the **CONTRACTOR** for vicarious liability to the COUNTY, its officers, officials, employees, and volunteers.
4. **Notice of Cancellation.** CONTRACTOR shall provide that **coverage shall not be canceled, except with notice to the County.**
5. **Waiver of Subrogation.** The CONTRACTOR hereby grants to the COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. The CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the County. The County may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Claims Made Policies**. If any of the required policies provide coverage on a claims-made basis:
  - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b) Insurance must be maintained, and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**

If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of **three (3) years** after completion of contract work.

8. **Subcontractors**. The CONTRACTOR shall require that all subcontractors maintain insurance meeting all the requirements stated herein.
9. **Certificates of Insurance**. The required Commercial General Liability and Commercial Automobile Liability policies will provide a blanket additional insured endorsement for Douglas County, its officers, and employees. The required Workers’ Compensation, Malpractice/Professional Liability Insurance, and Crime Insurance policies will name Douglas County as a Certificate Holder. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Douglas County Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

10. **Right to Review, Revise and Reject**. Douglas County reserves the right, but not the obligation, to review any insurance requirement, for limits, coverage, and endorsements. Revised insurance requirements must be approved by the CONTRACTOR and subject to an addendum to the contract.
11. **Failure to Procure or Maintain Insurance**. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies or self-insurance providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

12. **Deductibles and Coinsurance**. The CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.
  
13. **Governmental Immunity**. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.
  
14. **Special Risks or Circumstances**. The COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, or other special circumstances subject to CONTRACTORS approval.

Approved by: \_\_\_\_\_  
Megan Datwyler  
Risk Manager