FIFTH 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 FIFTH AMENDMENT to the AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, 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, the Second Amendment utilized the first of four (4) one-year renewal options to extend the Agreement for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, the Third Amendment utilized the second of four (4) one-year renewal options to extend the Agreement for the period of January 1, 2025 through December 31, 2025, revised Section 1, LINE OF AUTHORITY, Section 2, SCOPE OF SERVICES, Exhibit A-1 and Exhibit B-1, Section 3 COMPENSATION, Section 4, MAXIMUM CONTRACT LIABILITY, Section 17, NOTICES and replaced Exhibit D, Insurance Requirements; and

WHEREAS, the Fourth Amendment utilized the third of four (4) one-year renewal options to extend the Agreement for the period of January 1, 2026 through December 31, 2026, revised Section 2, SCOPE OF SERVICES, Exhibit A-1 and Exhibit B-1, Section 3 COMPENSATION, Section 4, MAXIMUM CONTRACT LIABILITY; and

WHEREAS, the County and the Contractor now desire to utilize the last of four (4) one-year renewal options to extend the Agreement for the period of January 1, 2027 through December 31, 2027; and

WHEREAS, the County and the Contractor also desire to revise Section 2, SCOPE OF SERVICES, Exhibit A-1 and Exhibit B-1; and

WHEREAS, the County and the Contractor further desire to revise Section 3, COMPENSATION; and

WHEREAS, the County and the Contractor further desire to revise Section 4, MAXIMUM CONTRACT LIABILITY; 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 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.

2. 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.

3. 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 SEVEN HUNDRED NINTY-FOUR THOUSAND FIVE HUNDRED TWENTY-THREE Dollars ($5,794,523)*** 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 31st of the current contract year.

4. 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, 2027*** and terminate at 12:00 a.m. ***December 31, 2027***.

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

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

WELLPATH, LLC

BY: _____ ATTEST: (if a corporation)

Printed Name: Synthia Peterson _____

Title: Division President Title: _____

DATE: 11/10/26

Signature of Notary Public Required:

STATE OF TENNESSEE)
)ss.
COUNTY OF WILSON)

The foregoing instrument was acknowledged before me this 10th day of NOVEMBER, 2026, by Synthia Peterson (name of individual signing document).

Witness my hand and official seal

ADOLFO CISNERO JR. STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY MY COMMISSION EXPIRES 3-26-2029

Notary Public
My commission expires: 26 MARCH 2029

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

BY:

_____
George Teal
Chair

DATE:_____

DOUGLAS COUNTY SHERIFF'S OFFICE

_____
Darren Weekly
Sheriff

DATE:_____

ATTEST:

_____
Clerk to the Board

DATE:_____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

DATE:_____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
Kelly Dunnaway
Deputy County Attorney

DATE:_____

Exhibit A1
STAFFING MATRIX (EXCLUDING MAT PROGRAM STAFFING)

Douglas County, CO - Staffing Matrix									
Day Shift									
POSITION	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/ WK**	**FTE**
H.S.A., RN	8	8	8	8	8			40	1
Director of Nursing	8	8	8	8	8			40	1
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
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
Mental Health Professional (Licensed Behavioral Health Practitioner)	10	10	20	10	10	10	10	80	2
Medical Assistant	8	8	8	8	8			40	1
Medical Records/Accreditation	8		8		8			24	0.6
Dentist			8					8	0.2
Dental Assistant			8					8	0.2
Total Hours/FTE - Day								***624***	***15.6***
Night Shift									
POSITION	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/ WK**	**FTE**
RN	12	12	12	12	12	12	12	84	2.1
LPN	12	12	12	12	12	12	12	84	2.1
Total Hours/FTE - Night								**168**	**4.2**
TOTAL HOURS/FTE - WEEKLY								***816***	***19.8***

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		9	9	9	9			36	0.9
Mid-Level Provider	8		8		8			*24*	*0.6*
LPN MAT – Med Pass	12	12	12	12	12	12	12	84	2.1
TOTAL HOURS/FTE - WEEKLY								***144***	***3.6***

Exhibit C
METHOD OF PAYMENT

Douglas County, CO - 2027 Renewal Table		
Item	**Monthly**	**Annually**
Base Compensation	$398,609.11	$4,783,309.35
3.0% CPI Increase	$11,958.27	$143,499.28
Proposed Base Amount Effective January 1, 2027	**$410,567.39**	**$4,926,808.63**
MAT Program	$41,466.57	$497,598.82
3.0% CPI Increase	$1,244.00	$14,927.96
Proposed MAT Increase Effective January 1, 2027	**$42,710.57**	**$512,526.78**
Current Aggregate Amount	$28,736.82	$344,841.83
3.0% CPI Increase	$862.10	$10,345.25
Proposed Aggregate Increase Effective January 1, 2027	**$29,598.92**	**$355,187.08**
Proposed Total Compensation Effective January 1, 2027	**$482,876.88**	**$5,794,522.50**

Base Contract Amount - The Contractor will charge the County a base contract amount total of $4,926,808.63 payable in twelve (12) monthly installments of $410,567.39 for inmate healthcare services from ***January 1, 2027 through December 31, 2027***. 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 $512,526.78 payable in twelve (12) monthly installments of $42,710.57 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 15th 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:

Position	Fully Loaded Rates (Salaries + Benefits)
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:

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

with a copy to: Douglas County Sheriff's Office Budget & Logistics
ATTN: Budget & Logistics Division
4000 Justice Way
Castle Rock, CO 80109
dcsoaccountspayable@dcsheriff.net