

Memorandum of Understanding

To: LaSalle County Jail
From: Elizabeth McClure, Vice President
Date: June 16, 2023
Re: Portable Dental Services LaSalle County Jail, IL (the "JAIL")

The following is Mid America Health's agreement to provide portable dental services at the below location covering the initial period of August 2023 – July 2024 (12 months). After the initial term, this agreement shall automatically renew for additional one-year periods. Either party may terminate this agreement with or without cause at any time by giving the other party thirty days' written notice.

LaSalle County Jail
707 E Etna Rd
Ottawa, IL 61350

1. Payment for Services. Services will be billed at a flat rate of \$2,400 per treatment day. Mid America Health reserves the right to periodically increase the billable rate. Mid America Health will provide JAIL with 60 days' advance notice prior to any such increase. Invoices are sent monthly after services are provided and are due within 30 days of the invoice date. Details of patients seen and services provided will be included with each invoice. Mid America Health reserves the right to cancel future visits to the JAIL if invoices become or remain overdue.

2. Provision of Services. Mid America Health, Inc. agrees to provide basic general portable on-site dental services (excluding, but not limited to, mandibular fractures and complex oral surgery) to the JAIL for the above daily rate. Any services that Mid America Health's personnel are unable to perform will be referred offsite to be managed by the JAIL.

3. Detail of Services. The above rate includes Dentist, Dental Assistant, equipment and supplies. The services are to be performed within the JAIL. All dental services will comply with the National Commission on Correctional Healthcare (NCCHC) and American Correctional Association (ACA) standards. For a detailed list of services provided, please see attached a sample "MAH Portable JAIL Daily Statistics" report.

4. Indemnification. Mid America Health and the dentists whose practices Mid America Health manages (the "Managed Dentists") shall indemnify and hold harmless the JAIL from and against losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from or out of any negligent act or willful misconduct by

Mid America Health or the Managed Dentists in connection with the performance of this Agreement. Mid America Health represents and warrants that each Managed Dentist shall maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

5. Cancellation Policy. Due to the large block of time set aside for each facility, last minute cancellations can cause problems and added expenses for Mid America Health. If an appointment is not cancelled at least 10 days in advance by the JAIL, you may be charged the full daily rate set forth above for the cancelled date.

6. Amendment. This agreement may be amended at any time by written agreement of the parties hereto; provided, however, that periodic price increases made subject to paragraph 1 of this MOU shall not be subject to the requirements of this paragraph 6.

7. Parties' Responsibilities. JAIL agrees to provide Mid America Health with reasonable and adequate office and medical space. Mid America Health shall provide all equipment and materials necessary to carry out its duties under this agreement.

8. Independent Status. The parties acknowledge that Mid America Health is an independent contractor engaged to provide dental care to inmates at the JAIL. 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. Assignment. Mid America Health shall not assign this Agreement to any other corporation or provider without the express written consent of the JAIL which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement.

10. 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 or sent by UPS/Federal Express or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

JAIL: 707 E 1st Rd
Ottawa IL 61350

Attn: Jason Edgworth

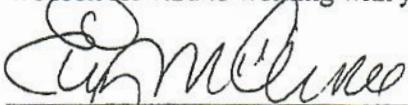
Mid America Health, Inc.
1499 Windhorst Way, Suite 100
Greenwood, IN 46143
Attn: Elizabeth McClure

11. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the state in which the JAIL is located.

12. Security Clearance. The JAIL reserves the right to approve or disapprove at the JAIL's sole discretion any employee or contractor of Mid America Health prior to that individual's assumption of any duties at the JAIL and the right to deny any individual access to

the JAIL who, at any time, does not meet established security clearances or established rules and regulations. Final approval of Mid America Health employees or contractors working at the JAIL shall be subject to the JAIL's approval.

If you have any questions, please call Elizabeth McClure at 1-888-309-8239 x 4354. We look forward to working with you.


Mid America Health, Inc.
Elizabeth McClure
Vice President

June 16, 2023
Date

Jason Edgcomb
LaSalle County Jail

8/27/23
Date

By: Jason Edgcomb
Title: Jail Supervisor

Billing Address: 707 Etna Rd Ottawa IL 61350

Attn: Jason Edgcomb

City, State, Zip: Same

*If preferred that invoices are emailed instead, please provide an email address:

jedgcomb@lasallecountyil.gov

Site Contact for Scheduling

Name: Carly Wright

Position: HSAT M.D. ext

Phone: (815) 434-8686

Email Address: Carlywright@wellpath.us

MAH Portable JAIL Daily Statistics

** Additional Services are available upon site request and will be subject to additional charges*

FACILITY													OFFICE USE ONLY
DATE													
VAN/UNIT													
PROVIDER													
DEN ASST.													
PAGES	Of _____												
PROCEDURES													
D0120	Periodic Eval												
D0140	Limited Eval												
D0150	Comp Eval Juvenile												
D0170	Recall Eval Juvenile												
D0220	PA Xray 1 st Film												
D0230	PA Xray Each Add.												
D7140	Extraction – Routine List Tooth Numbers												
D7210	Extraction – Surgical List Tooth Numbers												
D7220	Extraction – Soft Tissue Impaction List Tooth Numbers												
D7230	Extraction – Partial Bony Impaction List Tooth Numbers												
D7250	Surgical removal – residual tooth roots												
D7550	Partial Osteotomy												
D7310	Alveoloplasty w/ Ext												
D1330	Hygiene Instruction												
D9110	Palliative Emerg Trmnt												
D9999	Prescribed Analgesic												
D9999	Prescribed Antibiotic												
D9999	No Show to Clinic												
D9999	Refused Treatment												
D9999	No EMERGENCY TX Recommended												
	TOTALS												
													PROCEDURE TOTALS
													INVOICE TOTALS