## FIRST AMENDMENT TO THE SERVICES AGREEMENT FOR INMATE HEALTH CARE SERVICES AT SEDGWICK COUNTY, KANSAS (Effective January 1, 2017)

This Compensation Adjustment, effective January 1, 2017 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated January 1, 2015 (the "Agreement") is by and between Conmed, LLC ("Conmed") and Sedgwick County, Kansas ("County").

**WHEREAS,** the Parties agree to increase compensation pursuant to Section I of Appendix C; and

**WHEREAS,** the Parties wish to amend the Agreement in accordance with Section 18 of Appendix A.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
- 2. **AMENDMENT APPENDIX C TO THE AGREEMENT.** The Agreement shall be amended by deleting the Paragraph entitled "Year 3 (2017)" in its entirety and inserting the following language in lieu thereof:

Year 3 (2017): The base annual amount to be paid by the County to Conmed under this Agreement is \$5,691,442.44 annually for a period of 12 months, payable in equal monthly installments of \$474,286.87. The invoice for the month of May, 2017 shall include a true-up billing of \$55,256.68 for the months of January, 2017 through April, 2017. Each monthly payment thereafter shall be \$474,286.87.

- 3. **ADDITION OF EXHIBIT A TO THE AGREEMENT**. The Parties agree that the Staffing Matrix attached hereto as Exhibit A shall represent current staffing obligations.
- 4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
- 5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

## AGREED TO AND ACCEPTED AS STATED ABOVE:

**Board of County Commissioners** of Sedgwick County, Kansas

## Conmed, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman

Date: \_\_\_\_\_

By:

Chris Bove

Title: Chief Operating Officer

Date: \_\_\_\_\_ January 31, 2018

ATTEST:

Name & Title

APPROVED AS TO FORM:

Name & Title

## **EXHIBIT A – STAFFING MATRIX**

	Contect		utions - So Day Shift	eugwick					
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator	8	8	8	8	8			40	1.000
Director of Nursing	8	8	8	8	8			40	1.000
Medical Director	4	4	4	4	4			20	0.500
Mid-Level Provider (NP/PA/ARNP)	16	16	16	16	16	16	16	112	2.800
Registered Nurse	12	12	12	12	12	12	8	80	2.000
Licensed Practical Nurse	24	24	24	24	24	20	20	160	4.000
Certified Medical Assistant	30	30	30	30	30	30	20	200	5.000
Dentist		10						10	0.250
Dental Assistant		10						10	0.250
Psychiatrist			6		6			12	0.300
Mental Health Coordinator/Team Lead MHP	8	8	8	8	8			40	1.000
Mental Health Professional/MSW (Licensed)	8	8	8	8	8	8	8	56	1.400
Mid-Level Provider - Psychiatric	8	8	8	8	8	10	10	60	1.500
Administrative Assistant	8	8	8	8	8			40	1.000
Medical Records Clerk	16	16	16	16	16	-	-	80	2.000
Medical Unit Secretary	16	24	16	16	16	12	12	112	2.800
Discharge Planner	8	8	8	8	8			40	1.000
Mental Health Case Manager	-	-	-	-	-			-	-
Quality Improvement Coord	8	8	8	8	8			40	1.000
Psychiatric RN	8	8	8	8				32	0.800
Mental Health Secretary	8	8	8	8			8	40	1.000
Total Hours/FTE - Day								1,224	30.600
·		Ev	ening Shi	ft			-		
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	20	20	20	20	20	20	8	128.0	3.200
Licensed Practical Nurse	20	20	20	20	20	20	8	128.0	3.200
Certified Medical Assistant	30	30	30	30	30	30	20	200.0	5.000
Mental Health Professional/MSW (Licensed)	8	8	8	8	8			40.0	1.000
Total Hours/FTE - Evening								496	12.400
	_	Ň	ight Shift			_	_		
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	12	12	12	12	12	12	8	80	2.000
Licensed Practical Nurse	20	20	20	20	20	10	10	120	3.000
Total Hours/FTE - Night								200	5.000
		We	eekly Tot	al					