4586-8

SECOND AMENDMENT TO THE SERVICES AGREEMENT FOR INMATE HEALTH CARE SERVICES AT SEDGWICK COUNTY, KANSAS (Effective January 1, 2018)

This Second Amendment, effective January 1, 2018 (this "Amendment"), to the Agreement for Inmate Health Care Services, effective 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 renew the Agreement until December 31, 2019; 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 4 (2018): The base annual amount to be paid by the County to Conmed under this Agreement is \$5,782,505.52 annually for a period of 12 months, payable in equal monthly installments of \$481,875.46.
- 3. **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.
- 4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
- 5. **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:

Sedgwick County, Kansas

Conmed, LLC

By: Joseph Momas Name: Joseph Thomas

Title: Director of Purchasing

Date: 8-16-18

By: Chris Bove

Title: Chief Operating Officer

Date: January 31, 2018

Kelly B. Arnold, County C

APPROVED AS TO FORM:

Name & Title William Deer 1753/13tant County Consolor

EXHIBIT A – STAFFING MATRIX

| | Correct | Care So | lutions - S Day Shift | | County | | | | |
|-------------------------------------------|---------|---------|--------------------------|------|--------|-----|------|---------|-------|
| 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 | 1 | | ; 6 | r | . 6 | ì | | 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 | I | | 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 | í | i i | | 32 | 0,800 |
| Mental Health Secretary | 8 | 8 | 8 | . 8 | | | 8 | 40 | 1.000 |
| Total Hours/FTE - Day | | | | | | | | 1,224 | 30.60 |
| | | Į D | vening Sh | ift | | - | | | |
| 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 | 12.40 |
| | | | Night Shif | t | | | | | |
| 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 i | 3.000 |
| Total Hours/FTE - Night | | | | | | | | 200 | 5.000 |
| | | V | Veekly To | tal | | | | | |
| TOTAL HOURS/FTE - WEEKLY | | | | 1 | i | | | 1,920 | 48.00 |