

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

Ref # 160405-12

1. DATE OF PROPOSED ACTION: July 18, 2017

2. AGENDA ITEM:  Appointments  Bids/Purchase  Claims

Contracts/Agreements/lease  Grants  Land Use: Variances/Board App/Plats

Proclamations  Public Hearings/Rules & Reg's  Reports & Public Petitions

Resolutions  Other \_\_\_\_\_

3. DEPARTMENT: Sheriff's

APPLICANT: Correctional Healthcare Comp. AGENT: Capt. Mike Sorenson

4. Renewal of contract for inmate healthcare services

Amount \$ 1,415,810.40% From 7/1/2017 to 6/30/2018

5. DOCUMENTATION: 2 Originals

Clerks Use Only:

<u>Commissioner</u>		<u>Signatures</u>	
Holmes	_____	Co Attny	_____
Heath	_____	Assist Co Attny	_____
Ash	_____	Grants Manager	_____
Kailey	_____	Outside Agency	_____
Thompson	_____		
Action	_____		
Postponed/Tabled	_____		

**FIFTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE  
SERVICES AT LARAMIE COUNTY, WYOMING  
(Effective July 1, 2017)**

This Fifth Amendment, effective July 1, 2017 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated July 1, 2013, as amended (the "Agreement") is by and between Correctional Healthcare Companies, LLC ("CHC") and Laramie County, Wyoming ("County").

**WHEREAS**, the Parties desire to extend the Agreement in accordance with Section 9.0 of the Agreement; and

**WHEREAS**, the Parties agree to increase compensation for such renewal period pursuant to Section 9.0.1; and

**WHEREAS**, in accordance with Section 11.18, the Parties desire to amend the Agreement to memorialize such changes.

**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 TO SECTION 2.0 OF AGREEMENT.** The Agreement shall be amended by deleting Section 2.0 in its entirety inserting the following language in lieu thereof:
  - 2.0 **STAFFING HOURS.** CHC shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article 1 as set forth in the staffing plan set forth in Exhibit A-1, attached hereto and made a part hereof. CHC reserves the right to assign the staff in Exhibit A-1 to shift coverage as necessary based on operational needs to provide the health care services under this Agreement.
3. **AMENDMENT TO SECTION 8.0 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.0 in its entirety and inserting the following language in lieu thereof:
  - 8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base annual amount to be paid by the County to CHC under this Agreement is One Million Four Hundred Fifteen Thousand Eight Hundred Ten Dollars and Forty Cents (\$1,415,810.40), for a period of 12 months, payable in monthly installments. Each monthly installment shall equal One Hundred Seventeen Thousand Nine Hundred Eighty Four Dollars and twenty Cents (\$117,984.20), pro-rated for any partial months and subject to any

reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1<sup>st</sup> day of the month of service.

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:**

**Laramie County, Wyoming**

By: \_\_\_\_\_  
Buck Holmes  
Title: Chairman,  
Board of County Commissioners

By: \_\_\_\_\_  
Debbie B. Lathrop  
Title: County Clerk

By: \_\_\_\_\_  
Mark Voss  
Title: County Attorney

**Correctional Healthcare Companies, LLC**

By: \_\_\_\_\_  
Chris Bove  
Title: President

**EXHIBIT A-1**

**Staffing Plan**

<b>Laramie County Detention Center</b>		
<b>Staffing Matrix</b>		
<b>Effective July 1, 2017</b>		
<b>Position</b>	<b>Hrs/Wk</b>	<b>FTE</b>
Physician Extender	6	0.150
Health Services Administrator	40	1.000
Registered Nurse	132	3.300
Licensed Practical Nurse	200	5.000
Medical Records Clerk	40	1.000
Psychiatric NP	2	0.050
<b>Total Hours/FTE - Day</b>	<b>420</b>	<b>10.500</b>
<b>Weekly Total</b>		
<b>Total Hours/FTE</b>	<b>420</b>	<b>10.500</b>