

040615-22

**ADDENDUM TO INMATE MEDICAL SERVICES AGREEMENT
Laramie County / Correctional Healthcare Management**

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608 (hereinafter referred to as "COUNTY") and Correctional Healthcare Management Inc. (hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify and extend for twelve months the Medical Services for Inmates Agreement ("Agreement") entered into between the parties in 2001 in conjunction with the document titled "Price Quote for Laramie County-Comprehensive Inmate Medical Services (July 1, 2004 to June 30, 2005)" attached hereto and fully incorporated herein, pursuant to Section II of said Agreement.

II. TERM

This Addendum shall commence on July 1, 2004 shall remain in full force until June 30, 2005.

III. MODIFICATION

A. The paragraph of the Price Quote for Laramie County Comprehensive Inmate Medical Services titled, "INDEMNIFICATION" shall be modified with the following addition:

"CONTRACTOR's responsibilities pursuant to this Indemnification provision shall include, but not be limited to, claims made for violations of civil rights through government action brought pursuant to 42 USC. Section 1983."

IV. ADDITIONS

A. CONTRACTOR shall provide services as outlined in the Agreement and in the first paragraph of the "Price Quote for Laramie County-Comprehensive Inmate Medical Services (July 1, 2004 to June 30, 2005)" attached and fully incorporated herein as Attachment 'A'. The total number of nursing hours shall change from the current 280 nursing hours per week to 364 nursing hours per week effective July 1, 2004. The Contractor shall be paid \$64,112.00 per month effective July 1, 2004 for twelve months totaling \$769,344.00. If in any calendar month, the ADP of Laramie County Detention Facility exceeds 300 inmates, then Laramie County will pay Contractor a per diem of \$1.96 per inmate per day.

B. The remainder of the terms and conditions not addressed in this addendum in the "Price Quote for Laramie County-Comprehensive Inmate Medical Services (July 1, 2004 to June

c: attorney
b: w/c/g

30, 2005)” are agreed to by the parties as additions and modifications to the Agreement for the 2004-2005 period.

C. CONTRACTOR agrees and warrants that should its insurance coverage be modified or cancelled, or should such modification or cancellation be reasonably foreseen, CONTRACTOR shall notify COUNTY in writing prior to any modification or cancellation of insurance coverage. Upon such notification COUNTY shall have the right to terminate this Agreement and Addendum.

D. Any payments due under this contract shall be made in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement and this Addendum or of any cause of action arising out of the performance of the Agreement and this Addendum.

C. Termination: The Agreement and this Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Agreement and this Addendum; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: The Agreement (5 pages), this Addendum (5 pages) and Attachment 'A' to the Addendum (5 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither the Agreement, this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of the Agreement and this Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement and this Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree the Agreement and this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement and this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing the Agreement and this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in the Agreement and this Addendum.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing the Agreement and this Addendum to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum.

M. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

N. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Agreement and this Addendum, shall engage in any conduct or activity, which would constitute a conflict of interest relative to the Agreement and this Addendum.

O. Force Majeure: Neither party shall be liable to perform under the Agreement and this Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement and this Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Agreement and this Addendum in order to acquire similar services from another party.

Q. Notices: All notices required and permitted under the Agreement and this Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

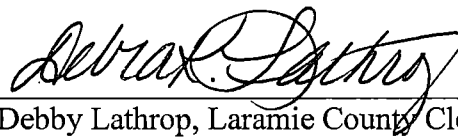
ADDENDUM TO INMATE MEDICAL SERVICES AGREEMENT
Laramie County / Correctional Healthcare Management

Signature page


LARAMIE COUNTY, WYOMING

By:  Date 6-16-04
Jack Knudson, Chairman, Laramie County Commissioners

ATTEST:

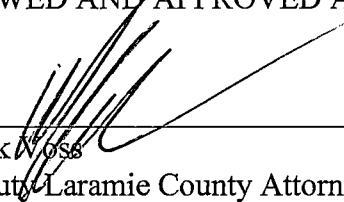
By:  Date 6-16-04
Debby Lathrop, Laramie County Clerk

CONTRACTOR: Correctional Healthcare Management, Inc.

By:  Date 6/9/2004
Cristina Capoot, President & CEO

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 6/14/04
Mark Woss
Deputy Laramie County Attorney

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

1. DATE OF PROPOSED ACTION: June 15, 2004

2. AGENDA ITEM: Appointments Bids/Purchases Claims
 Contracts/agreements/leases Grants Land Use: Variances/Board App/Plats
 Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions
 Resolutions Other

3. DEPARTMENT: Sheriff

APPLICANT: Capt Long **AGENT:** Capt Long

4. DESCRIPTION: Consideration of a Medical Contract Jail

Correctional Health Care Management

Amount \$769,344.00

From July 1, 2004

To June 30, 2005

5. DOCUMENTATION: 1 Originals and (4) four copies

and original to Capt Long

<u>Clerks Use Only:</u>	
<u>Commissioner</u>	<u>Signatures</u>
Humphrey _____	Co Attny _____
Knudson _____	Assist Co Attny _____
Ketcham _____	Grants Manager _____
Action _____	Outside Agency _____
Postponed/Tabled _____	

RECEIVED AND APPROVED
AS TO FORM ONLY
BY ASSISTANT COUNTY ATTORNEY

[Signature]