# SIXTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT LARAMIE COUNTY, WYOMING (Effective July 1, 2018)

This Sixth Amendment, effective July 1, 2018 (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 desire to amend the Health Care Staffing plan by adding two (2) hours of Psychiatric Nurse Practitioner and Forty (40) hours a week of Registered Nurse services; 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. <u>AMENDMENT TO EXHIBIT A OF AGREEMENT.</u> The Parties agree that the Staffing Matrix attached hereto as Exhibit A-1 shall replace the previous Staffing Matrix attached to the Agreement as Exhibit A.
- 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 Five Hundred Fifty-Two Thousand Two Hundred Twenty-Six Dollars and Four Cents (\$1,552,226.04), for a period of 12 months, payable in monthly installments. Each monthly installment shall equal One Hundred Twenty-Nine Thousand Three Hundred Fifty-Two Dollars and Seventeen Cents (\$129,352.17), 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:

Mark Voss

Title: County Attorney

# By: \_\_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_ Brad Dunbar Executive Vice President, Local Detention Division By: \_\_\_\_\_ Debra K. Lee Title: County Clerk

## **EXHIBIT A-1**

## **Staffing Plan**

Center .8		
.8		
Effective 07/01/2018		
Hrs/WK	FTE	
40	1.0000	
6	0.150	
172	4.300	
200	5.000	
4	0.100	
40	1.000	
462	11.550	
462	11.550	
	40 6 172 200 4 40 462	

<sup>\*\*</sup> Purusant to Sixth (6th) Amendment effective July 1, 2018 - Increased RN by 40 hours and Psychiatric NP by 2 hours.