

**SIXTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT TUSCOLA COUNTY, MICHIGAN
(Effective January 1, 2017)**

This Sixth Amendment, effective January 1, 2017 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated July 1, 2010, as amended (the "Agreement") is by and between Correctional Healthcare Companies, LLC ("CHC") and the County of Tuscola, Michigan ("County").

WHEREAS, the Agreement automatically renews on January 1st of each year in accordance with Section 9.0; and

WHEREAS, the Parties agree to an annual increase for each subsequent year in accordance with Section 9.0.1; and

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons to add ten (10) additional hours per week of Licensed Practical Nurse services to the Agreement; and

WHEREAS, the Parties wish to increase compensation for such additional staffing hours at a rate of \$14,844.00 per year; and

WHEREAS, in accordance with Section 11.13, 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 and its subsections in their entirety and 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 I, and further described below and in the Staffing Matrix attached hereto as Exhibit A and incorporated therein.
 - 2.0.1 A total of 40 hours per week of Licensed Practical Nurse services to be assigned by CHC.
 - 2.0.2 Up to 1 hour per month of Physician services to be assigned by CHC.

- 2.0.3 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
- 2.0.4 CHC shall provide an on-call Physician available by telephone or pager 24 hours per day and 7 days per week.
- 2.0.5 Said hours may be re-allocated and subject to change as determined by mutual agreement of the Sheriff and CHC, but shall in all respects be consistent with the medical recommendations of CHC's licensed Physician.
3. **AMENDMENT TO SECTION 8.0 OF 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 Hundred Nine Thousand Three Hundred Eighteen Dollars and Twenty Cents (\$109,318.20) for a period of twelve (12) months. Each monthly payment shall equal Nine Thousand One Hundred Nine Dollars and Eighty-Five Cents (\$9,109.85), pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly payment is to be made on or before the first 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.

Signatures on following page

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:

Tuscola County, Michigan

By: Glen Skrent
Glen Skrent
Title: County Sheriff

Correctional Healthcare Companies, LLC

By: Chris Bove
Chris Bove
Title: President

By: Jodi Fetting
Jodi Fetting
Title: County Clerk, Chairperson

By: Thomas Bardwell
Thomas Bardwell
Title: Board Chair

EXHIBIT A

STAFFING MATRIX

Correct Care Solutions										
Day Shift										
Position	On Call	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Physician	x		1						1	0.03
Licensed Practical Nurse (LPN)	x	8	8	8	8	8			40	1.00
Certified Medical Assistant										
Total Hours/FTE – Day									41	1.03
Evening Shift										
Position		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
LPN										
Certified Medical Assistant										
Total Hours/FTE – Night									0	0.00
Night Shift										
Position		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
RN										
LPN										
Total Hours/FTE – Night									0	0.00
Weekly Total										
Total Hours/FTE per week									41	1.03