

**SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT YAMHILL COUNTY, OREGON
(Effective February 16, 2017)**

This Second Amendment, effective February 16, 2017 (this "Amendment"), to the Agreement for Inmate Health Care Services, dated February 1, 2017, as amended (the "Agreement") is by and between Correct Care Solutions, LLC ("CCS") and the County of Yamhill, Oregon ("County").

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons convert 72 hours per week of Registered Nurse ("RN") services to Licensed Practical Nurse services; and

WHEREAS, the Parties wish to decrease compensation for such conversion of staffing hours at a rate of \$31,548.00 per year; and

WHEREAS, in accordance with Section 11.15, 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 EXHIBIT A OF AGREEMENT.** 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 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 CCS for the initial six-month term is \$598,890.50, payable in equal monthly installments. Each monthly payment shall equal \$99,815.08, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly payment is to be paid by the County to CCS 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

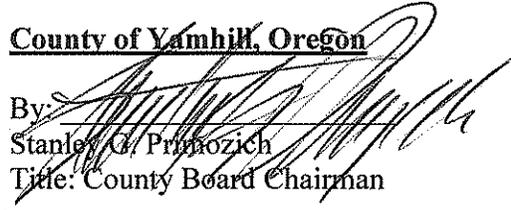
or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

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.

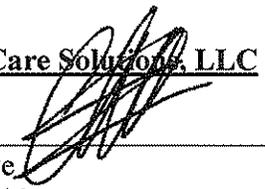
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

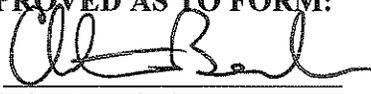
County of Yamhill, Oregon

By: 
Stanley G. Prinozich
Title: County Board Chairman

Correct Care Solutions, LLC

By: 
Chris Bove
Title: President

APPROVED AS TO FORM:

By: 
Christian Boenisch
Title: County Counsel

Accepted by Yamhill County
Board of Commissioners on
3-16-17 by Board Order
17-85

EXHIBIT A-1

STAFFING MATRIX

Correct Care Solutions - RFP									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Physician			4					4	0.100
Nursing Supervisor	8	8	8	8	8			40	1.000
Registered Nurse	12	12	12				12	48	1.200
Licensed Practical Nurse				12	12	12		36	0.900
Mid-Level Provider (NP/PA)		5		5				10	0.250
Dentist						3		3	0.075
Dental Assistant						3		3	0.075
Total Hours/FTE - Day								144	3.600
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Physician								-	-
Nursing Supervisor								-	-
Registered Nurse			12	12	12	12		48.0	1.200
Licensed Practical Nurse	12	12					12	36.0	0.900
Mid-Level Provider (NP/PA)								-	-
Dentist								-	-
Dental Assistant								-	-
Total Hours/FTE - Night								84	2.100
Weekly Total									
TOTAL HOURS/FTE - WEEKLY								228	5.700