

**FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT YAMHILL COUNTY, OREGON
(Effective February 1, 2017)**

This First Amendment to the Agreement for Inmate Health Care Services, dated February 1, 2017 (the "Agreement") is by and between Correct Care Solutions, LLC and Yamhill County, Oregon (the "County").

WHEREAS, the Parties wish to correct certain typographical errors, as further set forth below; 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 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 amount to be paid by the County to CCS is \$630,438.50 for the Initial Term, payable in equal monthly installments. Each monthly installment shall be at \$105,073.08, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CCS on February 1, 2017 for services administered in the month of February, 2017. Each monthly payment thereafter is to be paid by the County to CCS before or on the 1st day of the month of the month of service.
3. **AMENDMENT TO SECTION 9.0 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 9.0 in its entirety and inserting the following language in lieu thereof:
 - 9.0 **TERM.** The Initial Term of this Agreement shall be from February 1, 2017 at 12:01 a.m. through July 31, 2017 at 11:59 p.m. (the "Initial Term"). This Agreement shall automatically renew for additional one month periods following the expiration of the Initial Term with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Article. Without prior approval from the County Board of Commissioners, this Agreement shall not extend past January 31, 2018.

4. **AMENDMENT TO SECTION 1.11 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 1.11 in its entirety and inserting the following language in lieu thereof:
 - 1.11 **SPECIALTY SERVICES.** In the event that specialty services are required in the opinion of the treating Physician or CCS' Chief Clinical Officer or designee and cannot be rendered on-site, any off-site costs under this Section shall be administered in accordance with Section 1.18.

5. **AMENDMENT TO SECTION 1.12 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 1.12 in its entirety and inserting the following language in lieu thereof:
 - 1.12 **VISION CARE.** In the event that any Covered Person requires vision services, including an ophthalmologist's services, off-site costs under this Section shall be administered in accordance with Section 1.18.

6. **AMENDMENT TO SECTION 1.18 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 1.18 in its entirety and inserting the following language in lieu thereof:
 - 1.18 **FINANCIAL LIMITATIONS.** CCS' maximum liability for costs associated with the provision of off-site medical services including the services in Paragraphs 1.2, 1.4, 1.6, 1.9, 1.10, 1.11 and 1.12 shall be \$62,500 in the aggregate for the six month Initial Term (the "Cap Amount"). In the event the Term of this Agreement is extended on a month-to-month basis following the Initial Term, CCS' maximum liability for costs associated with the aforementioned services shall be \$10,416.67 in the aggregate per month, prorated for any partial months. Costs for any medical or other health services, as set forth above, which are provided to Inmates/Detainees during the Contract Period which are in excess of the Cap Amount shall be the responsibility of the County. When the Cap Amount for the Contract Period is reached, CCS will continue to provide utilization management, extend all provider discounts to the County and pay these expenses on behalf of the County, as long as the County remains current with payments due under this Agreement. Amounts paid by CCS which are over the Cap Amount will be periodically reconciled with the County pursuant to Paragraph 8.1. In the event there are amounts under the Cap Amount which remain unused, any such amounts shall be returned to the County.

7. **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.

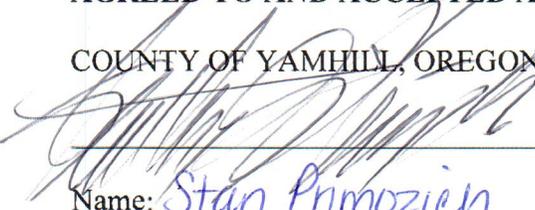
8. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
9. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

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

CORRECT CARE SOLUTIONS, LLC


Name: Stan Primoziach


Name: Chris Bove

Title: Chair, Commissioner

Title: President Local Detention

Date: 2-16-17

Date: 02/07/2017

Accepted by Yamhill County
Board of Commissioners on
2-16-17 by Board Order
17-53