

**FOURTH AMENDMENT
TO THE HEALTH SERVICES AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
CORIZON, LLC**

THIS FOURTH AMENDMENT TO THE HEALTH SERVICES AGREEMENT by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and Corizon, LLC ("Corizon") (hereinafter collectively referred to as the "Parties"), is effective as of the 1st day of July, 2018.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement on January 26, 2012 (the Agreement") where Corizon assumed responsibility for the provision of healthcare services to inmates of the County. The Parties have since amended this Agreement by executing a First Amendment to the Health Services Agreement dated July 1, 2014; a Second Amendment to the Health Services Agreement dated July 1, 2015 and a Third Amendment to the Health Services Agreement dated July 11, 2017; and

WHEREAS, the Parties now desire to amend the Agreement with respect to staffing and adjust compensation; and

WHEREAS, the Parties desire to amend the Agreement to effectuate the following changes;

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

1. The Parties agree to add 5.40 LPN shift positions and 1.00 RN shift positions to the staffing plan. As agreed to between the parties, the additional staffing will be phased in over the course of the extension period, as provided by Exhibit A. At the implementation of each new staffing plan identified in Exhibit A (July 1, 2018 and November 1, 2018), the Division will not assess any staffing penalties for the additional positions added for a period of ninety (90) days from the date that the staffing plan was implemented.
2. The Staffing Plan, as stated in Article II Personnel, Section 2.1, and as amended in the Third Amendment, dated July 11, 2017, shall be deleted in its entirety and replaced with the Staffing Plan, attached hereto as Exhibit A, to reflect the additional positions.

3. The Parties agree to increase the base compensation in Article IX of the Agreement to \$433,122.91 per month, for a total base compensation of \$5,197,475.00 for the period of July 1, 2018 to June 30, 2019.

4. The Parties agree to amend Article I- Section 1.8 of the Agreement as stated below to reflect the increase in base compensation based on the change in financial responsibility for HIV pharmaceuticals.

1.8 Pharmaceutical Services. Prescribed medications will be made available within eight (8) hours of the order being written. Corizon will be responsible for the cost of all medications, with the exception of HCV medications, psychotropic medications and Factors VIII and IX for the treatment of blood disorders, including the associated charges to package and deliver medication to the Facility. Corizon will bill the Division with its actual acquisition cost for all HCV medications and Factors VIII and IX provided at the facility, as well as all psychotropic medications prescribed by the Division's mental health provider. However, Corizon will continue to be responsible for receipt, inventory, distribution, and administration of psychotropic medications for the mental health provider.

Corizon will take returns for all pharmaceuticals from the Division based upon Federal, State, and Local laws and regulations. Credit for returned medications will be given to the Division on HCV, psychotropic medications and factor products in accordance with these guidelines, as well as Corizon's standards for return and reuse of medications. Corizon will issue credit for the quantities returned for HCV, psychotropic medication and Factor products at the base price originally charged to the Division.

Other than HCV, psychotropic medications and factor products, inasmuch as Corizon bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by Corizon or its pharmacy vendor will remain the property of Corizon and/or its pharmacy vendor. Discounts and rebates on HCV, psychotropic medications and factor products will be passed along to the Division based upon the Division's net utilization as a percentage of total utilization generating the discount or rebate.

5. The Parties agree to amend Article VIII- Section 8.1 of the Agreement as stated below to reflect the one year extension of the Agreement.

8.1 Agreement Term. This Agreement will be effective as of 12:01 A.M. on July 1, 2018 for a term of one (1) year.

6. The Parties agree to amend the first paragraph of Article I—Section 1.13 to read as follows:

Corizon will be responsible for payment of all contracted services up to an annual aggregate total of \$250,000. Should the amount incurred be less than \$250,000, Corizon will refund the Division an amount equal to \$250,000 less the cost of contracted services. Should the amount incurred be in excess of \$250,000, up to \$300,000, the Division and Corizon will split the costs on a 50/50 basis. Over \$300,000 the Division will be responsible for all costs.

The remainder of section 1.13 shall remain unchanged.

7. All other terms and conditions of the Agreement and the First, Second and Third Amendment shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year first above written.

**Lexington-Fayette Urban County Government, Division of
Community Corrections**

Attest: _____

By: _____

Title: _____

Corizon, LLC

Attest:  _____

By:  _____

Title: CEO _____