

**SECOND AMENDMENT TO THE HEALTH SERVICES AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF
COMMUNITY CORRECTIONS AND CORIZON, L.L.C.**

THIS SECOND AMENDMENT TO THE HEALTH SERVICES AGREEMENT (hereinafter the "First Amendment"), is effective this 1st day of July, 2015, by and between Corizon, Inc. f/k/a Correctional Medical Services, Inc. (hereinafter the "Contractor") and the Lexington-Fayette Urban County Government, Division of Community Corrections (hereinafter the "Division"). Contractor and the Division are collectively referred to herein as the "Parties".

WHEREAS, on January 26, 2012, the County and the Division entered into an Agreement ("Agreement") under which the Contractor assumed the responsibilities for the provision of certain healthcare services to inmates of the County; and

WHEREAS, on July 1, 2014, the parties executed First Amendment to the Agreement extending the Agreement from July 1, 2014 through June 30, 2016 ("First Amendment");

WHEREAS, the parties wish to add a provision for additional staffing and adjust compensation;

WHEREAS, the Division and the County desire to amend the Agreement to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The Agreement stipulates that the cost of each subsequent year of the contract will be adjusted by the United States Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) for the South Region. The parties agree to adjust the compensation in Article IX of the Agreement based on this Consumer Price Index for the twelve months ending March of each year.
2. The parties stipulate that the CPI-U for the Medical Care component for the twelve months ending March 2015 is 1.89% in the South Region which amounts to a \$59,556.46 increase in the current annual base fees for Year 2015 of the Contract (July 1, 2015 through June 30, 2016).
3. The Division hereby agrees to fund an additional evening shift 1.0 Full Time Equivalent (FTE) ACA Coordinator with a total cost of \$49,812.00. The Staffing Matrix in Article II. Personnel of the Agreement shall be replaced with the Staffing Matrix Exhibit A attached hereto and incorporated herein by reference.
4. The Division agrees to modify the base compensation in Article IX of the Agreement from \$262,594.64 per month to \$271,708.68 per month based on the additional ACA Coordinator as mentioned above. This adjustment in compensation includes a 1.89% CPI

increase as well as additional monies for the Full Time (FTE) ACA Coordinator as mentioned above.

5. The following paragraphs shall be added at the end of Article IX Compensation:

9.4 Increases/Decreases in Inmate Population for Years 2015 and subsequent renewal years

- (a) For the period defined as Year 2015 (July 1, 2015 through June 30, 2016), a per diem rate of \$.87 will be applied to the monthly base compensation for each inmate in excess of the applicable ADP of 1,200. In the event the ADP falls below 1,200, Contractor will issue the Division a per diem credit in the amount of \$.87 per inmate. This per diem credit or debit will be applicable to any subsequent years of the contract and shall be based on the change in medical care component of the CPI-U (South Region-quoted for March each year) as published by the Bureau of Labor Statistics.

- (b) The average daily population counts are added for each day of the month and divided by the number of days in the month to determine the average daily inmate population. The excess, if any, over or under the stated inmate population caps will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to Contractor or a credit due the Division for the month.

- (d) This per diem is intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. No per diem credits or debits to the monthly base compensation shall be made if the applicable ADP is higher than 1,400 or lower than 1,000. The per diem is not intended to provide for any change in fixed costs, such as modifications in staffing positions, which might prove necessary if the inmate population exceeds 1,400 or falls below 1,000 for a period of ninety (90) consecutive days. In the event there is such an occurrence for the duration of ninety (90) consecutive days, Contractor and Division agree to renegotiate contractual staffing needs and the contract price due to Contractor.

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

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in their official capacity and with legal authority to do so.

CORIZON, L.L.C.

By: [Signature]
Title: Executive VP / Chief Legal Ofcer.

[Signature]
Witness
5/8/2015
Date

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT DIVISION
OF COMMUNITY CORRECTIONS

By: [Signature]
Title: Mayor

[Signature]
Witness
6/18/15
Date

APPROVED TO SIGN
BY LOCAL LEAD
[Signature]

EXHIBIT A

STAFFING PLAN

Position	Hours per Week	FTE
<i>Day Shift</i>		
Administrator	40	1.00
Director of Nursing	40	1.00
Medical Director	40	1.00
Midlevel Practitioner	40	1.00
RN	112	2.80
LPN	136	3.40
Administrative Assistant	40	1.00
Medical Records Clerk	66	1.65
Dentist	20	0.50
Dental Assistant	20	0.50
<i>Evening Shift</i>		
RN	152	3.80
LPN	168	4.20
ACA Coordinator	40	1.00
<i>Night Shift</i>		
RN	112	2.80
LPN	152	3.80
Total Staffing	1,178	29.45