

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

**THIS THIRD 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 executed as of the \_\_\_\_\_ day of July, 2017 (the "Effective Date").

**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 and a Second Amendment to the Health Services Agreement dated July 1, 2015;

**WHEREAS**, the Parties now desire to amend the Agreement with respect to staffing all as negotiated and agreed between the parties and reflected herein.

**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 1.0 FTE CNA day shift position and a 1.0 FTE LPN night shift position to the staffing plan, as agreed to between the parties.
2. The Staffing Matrix, as stated in Article II Personnel, Section 2.1, and as amended in the Second Amendment, dated July 1, 2015, 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 amend Article IX - Section 9.1 of the Agreement as stated below to reflect the increase in base compensation based on the additional staff as identified in Section 1 of this Amendment as well as the CPI increase specified below.

9.1 Base Compensation. For the period of July 1, 2017 to June 30, 2018, the Division will pay Corizon the monthly sum of Three Hundred three thousand, Six hundred Ninety-six dollars and Twenty cents (\$303,696.20) for a daily average base inmate population of 1,200 inmates. Corizon will bill the Division on or before the first day of the month for which services will be rendered, and the

Division agrees to pay Corizon on or before the last day of the month for which services will be rendered. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Corizon will be pro-rated accordingly for the shortened month.

4. In accordance with Article IX - Section 9.2, the Parties agree that the CPI-U for the Medical Care component for the twelve months ending March 2017 is 4.82% in the South Region, amounting to an new adjusted annual base compensation for this term will be Three Million, Six hundred Forty-four thousand, Three hundred Fifty-four dollars and Fifty-four cents (\$3,644,354.45). In addition, the per diem rate will increase by \$0.03, resulting in the new per diem rate being \$0.93. The per diem rate will be implemented if the ADP goes over or drops under 1200 inmates.
5. All other terms and conditions of the Agreement and the First and Second 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: \_\_\_\_\_

**EXHIBIT A  
STAFFING PLAN**

<b>Position</b>	<b>Hours per Week</b>	<b>FTE</b>
<b>Day shift</b>		
Administrator	40	1.0
Director of Nursing	40	1.0
Medical Provider	32	0.8
Midlevel Practitioner	48	1.2
RN	112	2.8
LPN	136	3.4
Administrative Assistant	40	1.0
Medical Records Clerk	66	1.65
Dentist	20	0.5
Dental Assistant	20	0.5
CNA	40	1.0
<b>Evening Shift</b>		
RN	152	3.8
LPN	188	4.7
ACA Coordinator	40	1.0
<b>Night Shift</b>		
RN	112	2.8
LPN	172	4.3
<b>Total Staffing</b>	<b>1258</b>	<b>31.45</b>