

**SECOND AMENDMENT AND EXTENSION
TO THE HEALTH SERVICES AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
CHS TX, Inc.**

THIS SECOND AMENDMENT AND EXTENSION TO THE HEALTH SERVICES AGREEMENT, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon, LLC hereunder ("YesCare") (hereinafter collectively referred to as the "Parties"), is entered into July 1, 2022 (the "Effective Date").

WITNESSETH:

WHEREAS, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

WHEREAS, the Parties entered into an Agreement (the "Agreement") where Corizon, LLC assumed responsibility for the provision of healthcare services to inmates of the County, and the Parties have since amended this agreement from time to time; and

WHEREAS, the party providing health care services under the Agreement was Corizon, LLC until May 5, 2022, when, as a result of certain merger transactions, the Agreement became vested in CHS TX, Inc.; and

WHEREAS, the Parties now desire to amend the Agreement in certain respects, including the modification of compensation and extend the term of the Agreement, 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 extend the term of the Agreement for a period of two years from July 1, 2022 through June 30, 2024.
2. For the first year of the extension period from July 1, 2022 through June 30, 2023, the parties have agreed to a base compensation increase of 8.0965%. The increase to the current annual base fees for the Agreement will be Four Hundred Seventeen Thousand, Seventy-six dollars (\$417,076). Therefore, the newly adjusted annual base

compensation for this term will be Five Million, Five hundred Sixty-eight thousand, Three hundred Seventy-nine dollars (\$5,568,379).

3. For the second year of the extension period from July 1, 2023 through June 30, 2024, the parties have agreed to a base compensation increase of 3.77%. Therefore, the newly adjusted annual base compensation for this term will be Five Million, Seven hundred Seventy-eight million, Three hundred Seven dollars (\$5,778,307).
4. **Section 9.3, *Changes in Inmate Population***, shall be amended as follows by adding the following paragraphs:

For the period of July 1, 2022 through June 30, 2023, when the average monthly population exceeds 1,450, a per diem rate of \$0.81 will be applied to the monthly base compensation for each inmate in excess of the daily base population of 1,450. When the average monthly population is below 1,450, a per diem rate of \$0.81 will be credited to the monthly base compensation for each inmate below the daily base population of 1,450.

For the period of July 1, 2023 through June 30, 2024, when the average monthly population exceeds 1,540, a per diem rate of \$0.84 will be applied to the monthly base compensation for each inmate in excess of the daily base population of 1,450. When the average monthly population is below 1,450, a per diem rate of \$0.84 will be credited to the monthly base compensation for each inmate below the daily base population of 1,450.

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

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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**Lexington-Fayette Urban County of
Community Corrections**

Attest: _____ By: _____
Title: Mayor

CHS TX, Inc.

Attest: _____ By: _____
Title: _____