

AMENDMENT TO THE
AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES
FOR THE KENTON COUNTY JAIL

WHEREAS, QCHC OF KENTUCKY, INC., a/k/a Quality Correctional Health Care, (“QCHC”), and KENTON COUNTY, KENTUCKY (“COUNTY”), previously entered into a HEALTH SERVICES AGREEMENT (the “AGREEMENT”) for the provision of inmate health care at the KENTON COUNTY JAIL (“JAIL”); and

WHEREAS, QCHC of Kentucky, Inc. was subsequently properly converted from a corporation to a limited liability company (“LLC”).

WHEREAS, Section 5.1 of the AGREEMENT states that, “the AGREEMENT may be amended at any time only with the written consent of both parties”; and

WHEREAS, the parties further desire to amend certain provisions of the AGREEMENT as set forth herein,

THEREFORE, regardless of the date (s) of execution, **effective August 1, 2022**, the parties hereby mutually agree as follows:

AMENDMENTS

1. **Section 1.4** shall be amended to reflect that QCHC will assist in scheduling on-site dental services. The cost for all on-site dental services will be billed directly to the County.
2. **Article 3** shall be amended as follows:

Section 3.1.1 shall be amended to reflect that the annual cost estimate for the JAIL is \$1,773,913.04, which is calculated from the direct costs set forth in Appendix B to the AGREEMENT and the updated staffing matrix included as Appendix A to this Amendment.

Section 3.1.4 shall be amended to reflect that the COUNTY shall not pay more than \$266,086.96 in administrative fees in a given contract year, such an amount being defined as the administrative fee, which is charged at fifteen (15) percent of the annual cost estimate.

3. **Section 3.2** shall be amended to reflect that QCHC will bill the COUNTY \$170,000.00 per month, which represents one-twelfth (1/12) of the sum of the (1) annual cost estimate plus (2) the anticipated administrative fees on the annual cost estimate.
4. **Appendix A** shall be deleted in its entirety and replaced with the Appendix A that appears on the following page.

APPENDIX A

Rotating schedule for two-week pay period																				
		Week 1 Hours								Week 2 Hours								Total week 2	Pay Period	FTE
Position	Shift or Hours	Su	Mo	Tu	We	Th	Fr	Sa	Total Week 1	Su	Mo	Tu	We	Th	Fr	Sa				
RN HSA	8a-4:30p		8	8	8	8	8		40		8	8	8	8	8		40	80	1.0	
RN AHSA	8a-4:30p		8	8	8	8	8		40		8	8	8	8	8		40	80	1.0	
RN #1	7a-7:30p	12				12	12		36			12	12			12	36	72	0.9	
RN #2	7a-7:30p		12	12				12	36	12				12	12		36	72	0.9	
LPN #1	6a-6:30p	12				12	12		36		12	12				12	36	72	0.9	
LPN #2	6a-6:30p		12	12				12	36	12				12	12		36	72	0.9	
LPN #3	6a-6:30p	12			12	12			36			12	12			12	36	72	0.9	
LPN #4	6a-6:30p			12	12			12	36	12			12	12			36	72	0.9	
									0								0	0	0.0	
LPN #5	6p-6:30a	12				12	12		36		12	12				12	36	72	0.9	
LPN #6	6p-6:30a		12	12				12	36	12				12	12		36	72	0.9	
LPN #7	6p-6:30a	12			12	12			36			12	12			12	36	72	0.9	
LPN #8	6p-6:30a		12				12		24		12				12		24	48	0.6	
QMHP #1	8a-4:30p		8	8	8	8	8		40		8	8	8	8	8		40	80	1.0	
Psych. Prescriber	40 hours per week																			
Physician	Quarterly																			
Nurse Practitioner	40 Hours																			
Dentist	1 visit per Month																			
Med Rec	8a-4:30p		8	8	8	8	8		40		8	8	8	8	8		40	80	1.0	
Medical Assistant	7a-7:30p				12	12	12		36				12	12	12		36	72	0.9	
Medical Assistant	7a-7:30p					12	12	12	36					12	12	12	36	72	0.9	
Medical Assistant	7a-7:30p	12	12	12					36	12	12	12					36	72	0.9	
Medical Assistant	7a-7:30p		12	12	12				36		12	12	12				36	72	0.9	

FOR KENTON COUNTY, KENTUCKY

By:

Its:

STATE OF KENTUCKY)
KENTON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____ ,
whose name as _____ of KENTON COUNTY, is signed to the foregoing Agreement for the
Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me,
acknowledged to me on this day that, having read and being aware of the contents of the Agreement
for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same
voluntarily for and as the act of said KENTON COUNTY, on the day the same bears date.

Given under my hand this _____ day of _____ 2022.

Notary Public: _____

My Commission Expires: _____

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FOR QCHC OF KENTUCKY, LLC.

By: Johnny E. Bates, MD
Its: President and CEO

STATE OF ALABAMA)
_____ **COUNTY**)

I, the undersigned Notary Public in and for said COUNTY and State, hereby certify that JOHNNY E. BATES, MD, whose name as PRESIDENT AND CEO of QCHC OF KENTUCKY, LLC, is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of QCHC OF KENTUCKY, LLC., on the day the same bears date.

Given under my hand this _____ day of _____ 2022.

Notary Public: _____

My Commission Expires: _____

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