

**FIFTH AMENDMENT  
TO THE  
INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF YELLOWSTONE, MONTANA  
AND  
CORRECTIONAL HEALTH PARTNERS, LLC**

**THIS FIFTH AMENDMENT TO THE INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT** (hereinafter the "Fifth Amendment") is made and entered into on this the 1st day of July 2022 ("Effective Date") by and between the **COUNTY OF YELLOWSTONE, MONTANA** (hereinafter "the County"), and **CORRECTIONAL HEALTH PARTNERS, LLC** (hereinafter "Contractor"), and herein referred to individually as (a "Party") and collectively as (the "Parties").

WHEREAS, the Parties wish to clarify the effective dates of the Agreement, amend the compensation language, and staffing chart.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties as follows:

1. The Parties operated under the terms of Amendment 4 from February 1, 2020 through June 30, 2022.
2. Effective July 1, 2022, the Parties wish to operate under the below-referenced terms.
3. The term of this Agreement shall be renewed effective July 1, 2022 and renewed according to the terms of the Agreement.
4. Section 5. Compensation, Subsection I, shall be deleted in its entirety and replaced with the following:

5.1 Beginning July 1st, 2022, the COUNTY agrees to pay CONTRACTOR for the complete and satisfactory performance of Services under this Agreement per this Section 5 and in accordance with the Payment Schedule attached hereto as Attachment B, but in no event more than the following maximum amount per year:

\$2,599,035.48 (two million, five hundred and ninety-nine thousand, thirty-five dollars and forty-eight cents) per year.

The amounts and terms of the compensation referenced above shall not be modified except in accordance with Section 19 below.

- Attachment B payment schedule table shall be deleted in its entirety and replaced with the following:

Contract for Administrative Service	Contractual Effective Date	Annualized Value	Monthly Rate
Contract Amendment #4 Pricing 7/1/2020	2020-07-01	\$ 2,287,476.00	\$ 190,623.00
Addition Re-Entry Case Manager	2021-11-01	\$ 112,052.04	\$ 9,337.67
Addition RN Hourly Wage Increase	2022-01-01	\$ 78,345.00	\$ 6,528.75
Update Wage Rates and Misc Changes	2022-07-01	\$ 121,162.44	\$ 10,096.87
<b>Total Premium [Admin Services Per Contract]</b>	<b>2022-07-01</b>	<b>\$ 2,599,035.48</b>	<b>\$ 216,586.29</b>

- County and Contractor mutually acknowledge the need for the compensation rate increases for the following roles, as described in in the below-referenced table, at the Yellowstone Detention Facility and agree to the updated compensation rate increases as provided in Attachment B of this Amendment which indicates the current hourly rates, the proposed hourly rates, the incremental monthly amounts, and the incremental annual amounts, provided that there are no extraordinary circumstances unforeseeable by Contractor which uphold the need for additional staffing, the updated staffing plan will be effective from July 1, 2022 through June 30th, 2024. The incremental monthly amount totals ten thousand, ninety-six dollars and eighty-seven cents (\$10,096.87) and the incremental annual amount totals one-hundred and twenty-one thousand, one-hundred and sixty-two dollars and forty-four cents (\$121,162.44).

Position	Modification to Contract	Current Hourly Rate	Proposed Hourly Rate	Incremental Annual Amount	Incremental Monthly Amount
NP	Addition of On-Call 2 Hours/Week	\$60.00	\$60.00	\$ 8,145.72	\$ 678.81
HSA	Base Rate +\$4/Hour	\$40.00	\$44.00	\$ 15,150.96	\$ 1,262.58
RN Sick Call	Base Rate +\$2/Hour	\$36.00	\$38.00	\$ 29,536.32	\$ 2,461.36
EMT / Med Tech	No Change	\$19.00	\$19.00	\$ -	\$ -
Medical Records Clerk	No Change	\$15.00	\$15.00	\$ -	\$ -
LPN	Base Rate +\$2/Hour; Update Night Pay Differential	\$25.00	\$27.00	\$ 37,652.76	\$ 3,137.73
RN-Med Pass	Base Rate +\$2/Hour	\$36.00	\$38.00	\$ 30,676.68	\$ 2,556.39
<b>TOTAL</b>				<b>\$ 121,162.44</b>	<b>\$ 10,096.87</b>

In the event of a conflict between the Agreement and this Amendment, the terms of the Amendment control, as specified above. Except as amended, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this FIFTH AMENDMENT TO THE INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT is executed by the Parties and effective as the date set forth.

**THE BOARD OF COMMISSIONERS  
OF YELLOWSTONE COUNTY**

**CORRECTIONAL HEALTH  
PARTNERS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kellie Wasko

Title: \_\_\_\_\_

Title: CEO

Address: \_\_\_\_\_

Address: 1125 17th Street,  
Suite 1010, Denver, CO 802