

## **EIGHT AMENDMENT TO HEALTH SERVICES AGREEMENT**

This Eighth Amendment to the Health Services Agreement (this "Fifth Amendment") is made and entered into on August, 1<sup>st</sup>, 2023 by and between the County Commissioners for Cumberland County (hereinafter, the "County") and Sheriff Kevin J. Joyce or his/her successor, as the duly designated Chief Corrections Officer of the County (hereinafter, "Sheriff"), and Armor Health of Cumberland County, LLC (hereinafter, "Armor"). The County/Sheriff and Armor may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

### **RECITALS**

WHEREAS, the County/Sheriff and Armor entered into a Health Services Agreement effective September 1, 2018 (the "Agreement"), in which Armor assumed the responsibilities for provision of certain healthcare services to be delivered to persons remanded to the care, custody, and control of the correctional facilities set forth in the Agreement; and

WHEREAS, the Parties previously amended the Agreement through the First, Second, Third, and Fourth, and Fifth, Sixth, Seventh Amendments; and

WHEREAS, the Parties further wish to remove, replace or modify certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals set forth above are deemed incorporated herein, and the parties hereto represent they are true, accurate, and correct.
2. The Agreement shall be amended to reflect that the Parties have agreed to extend the Term of the Agreement for the period July 1, 2023 through and including June 30, 2024. Company shall be paid a base rate of \$3,399,929.26, plus the management fee of \$329,260.18, to be paid in twelve (12) equal monthly installments.
3. Parties agree to replace Exhibit "A" Proposed Staffing Plan of the Agreement.
4. Parties agree to include the following Exhibit "F" Budgeted Contracted Rates to the Agreement.

IN WITNESS WHEREOF, the Parties memorialize their understanding and agreement to the above terms by their authorized signature below.

Chair of Board of County Commissioners of  
Cumberland County, Maine

Armor Health of Cumberland County, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"****Proposed Staffing Plan**

<b>Chamberland Staffing Plan</b>										
<b>Position</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>TBD</b>	<b>Weekly Hours</b>	<b>FTEs</b>
Health Services Administrator	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Administrative Assistant	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Medical Director	8.0	8.0	8.0	8.0					32.0	0.80
Psychiatrist				1.0					1.0	0.03
Dentist								7.6	7.6	0.19
Dental Assistant								7.6	7.6	0.19
NP/PA	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Psychiatric NP/PA	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Director of Nursing	8.0	8.0	8.0	8.0	8.0				40.0	1.00
QMHP / LCSW	16.0	16.0	16.0	16.0	16.0	4.0	4.0		88.0	2.20
Medical Records Clerk								24.0	24.0	0.60
Registered Nurse	16.0	16.0	16.0	16.0	16.0	16.0	16.0		112.0	2.80
MAT RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0		56.0	1.40
Licensed Practical Nurse	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	64.0	1.60
<b>Totals Day Shift</b>	<b>96.0</b>	<b>96.0</b>	<b>96.0</b>	<b>97.0</b>	<b>88.0</b>	<b>36.0</b>	<b>36.0</b>	<b>47.2</b>	<b>592.2</b>	<b>14.81</b>
<b>Evening Shift</b>										
Registered Nurse	16.0	16.0	16.0	16.0	16.0	16.0	16.0		112.0	2.80
Licensed Practical Nurse	16.0	16.0	16.0	16.0	16.0	24.0	24.0		128.0	3.20
									0.0	0.00
									0.0	0.00
<b>Totals Evening Shift</b>	<b>32.0</b>	<b>32.0</b>	<b>32.0</b>	<b>32.0</b>	<b>32.0</b>	<b>40.0</b>	<b>40.0</b>	<b>0.0</b>	<b>240.0</b>	<b>6.00</b>
<b>Night Shift</b>										
Registered Nurse	8.0	8.0	8.0	8.0	8.0	8.0	8.0		56.0	1.40
Licensed Practical Nurse	8.0	8.0	8.0	8.0	8.0	8.0	8.0		56.0	1.40
									0.0	0.00
<b>Totals Night Shift</b>	<b>16.0</b>	<b>16.0</b>	<b>16.0</b>	<b>16.0</b>	<b>16.0</b>	<b>16.0</b>	<b>16.0</b>	<b>0.0</b>	<b>112.0</b>	<b>2.80</b>
<b>Totals All Shifts</b>	<b>144.0</b>	<b>144.0</b>	<b>144.0</b>	<b>145.0</b>	<b>136.0</b>	<b>92.0</b>	<b>92.0</b>	<b>47.2</b>	<b>944.2</b>	<b>23.61</b>

**EXHIBIT "F"**  
**Budgeted Contract Rates**

<b>Position</b>	<b>Base Rates</b>
<b>Health Services Administrator</b>	<b>\$58.86</b>
<b>Administrative Assistant</b>	<b>\$23.06</b>
<b>Medical Director</b>	<b>\$101.48</b>
<b>Psychiatrist</b>	<b>\$181.29</b>
<b>Dentist</b>	<b>\$112.75</b>
<b>Dental Assistant</b>	<b>\$21.53</b>
<b>NP</b>	<b>\$71.82</b>
<b>Psychiatric NP/PA</b>	<b>\$62.53</b>
<b>Director of Nursing</b>	<b>\$52.79</b>
<b>QMHP / LCSW</b>	<b>\$37.93</b>
<b>Medical Records Clerk</b>	<b>\$20.50</b>
<b>Registered Nurse</b>	<b>\$41.79</b>
<b>Certified Medicine Aide</b>	<b>\$21.76</b>
<b>Licensed Practical Nurse</b>	<b>\$32.30</b>