

**FIFTH AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT
(Effective January 1, 2023)**

This Fifth Amendment, effective January 1, 2023 (this “Amendment”), to the Professional Service Contract, dated December 9, 2014 (the “Agreement”) is by and between Wellpath LLC (“Contractor”) and Washtenaw, Michigan (“County”).

WHEREAS, the Parties agree to renew the Agreement; and

WHEREAS, the Parties agree to change to a cost-plus management fee model; and

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons to remove eight (8) RN house from the day weekend shift and add 56 LPN hours to the day shift and 56 LPN hours to the evening shift for a total increase of 2.6 FTEs to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to memorialize such changes.

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

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE II OF THE AGREEMENT.** The Agreement shall be amended deleting the current Article II in its entirety and inserting the following language in lieu thereof:

January 1, 2023 to December 31, 2023 ANNUAL AMOUNT.

The base annual amount to be paid by the County to Contractor under this Agreement is Two Million Three Hundred Ninety Thousand Eight Hundred Thirty One and Forty Eight Cents (\$2,390,831.48) with \$2,115,831.48 for estimated direct expenses and \$275,000 for management fee, for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to Contractor on or before the 1st day of the month of service

The following chart demonstrates the County’s estimated monthly and annual expenses and Wellpath’s management fee:

Proposed Budget	
Financial Category	Total
Salaries, Wages, and Benefits (SWB)	\$1,744,941.00
Travel	\$5,000.04
Insurance	\$109,509.60
On-Site Medical	\$36,831.84
Off-Site Medical	0.00
Pharmacy	\$198,899.04
Other Expenses	\$20,649.96
Total Direct Expenses	\$2,115,831.48
Management Fee	\$275,000.00
Total	\$2,390,831.48

ADJUSTMENT FOR COSTS IN EXCESS OF OPERATING BUDGET AMOUNTS. The quarterly reconciliation shall include any amounts paid by County in excess of or lesser than the actual expenditures of Contractor. If the expenditures exceed the monthly estimate, the County shall reimburse Contractor the difference. If the expenditures are lower than the monthly estimate, Contractor will credit the County the difference.

3. **AMENDMENT TO ARTICLE IV OF THE AGREEMENT.** The Agreement shall be amended by adding the following language to Article IV:


This contract shall be extended by remaining in effect from January 1, 2023 to December 31, 2023.

4. **AMENDMENT TO EXHIBIT D OF THE AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit D-1 shall replace the previous Staffing Matrix incorporated into the Agreement.
5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

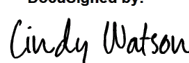
AGREED TO AND ACCEPTED AS STATED ABOVE:

Washtenaw County, Michigan

By:  01/17/2023


Title: County Administrator

Wellpath LLC

By:  01/17/2023


Title: President

ATTESTED TO:

By:  01/19/2023

Title: County Clerk/Register of Deeds

APPROVED AS TO CONTENT:

By: 

Jerry L. Clayton
Title: Sheriff

APPROVED AS TO FORM:

By: not required

Title: Corporation Counsel

**EXHIBIT D-1
Staffing Matrix**

Washtenaw County, MI - Adult - Effective 1 January 2023									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Days									
Health Services Administrator (HSA/RN)	8	8	8	8	8			40	1
Clerical /Medical Assistant	7	7	7	7	8			36	0.9
Physician			3					3	0.075
Mid-Level Provider (NP/PA/ARNP)	4			4				8	0.2
Registered Nurse (RN)	8	8	8	8	8			40	1
Licensed Practical Nurse (LPN)	32	32	32	32	32	32	32	224	5.6
Dentist	4		4					8	0.2
Dental Assistant	4		4					8	0.2
TOTAL HOURS/FTE-Day								367	9.175
Evenings									
Physician				3				3	0.075
Licensed Practical Nurse (LPN)	24	24	24	24	24	24	24	168	4.2
								0	0
TOTAL HOURS/FTE-Evenings								171	4.275
Nights									
Licensed Practical Nurse (LPN)	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Nights								56	1.4
TOTAL								594	14.85

*On call 24/7/365 Medical Director and MD on call and Nursing

**Specific days/times may vary