

**Second Amendment
To
Contract for Temporary Medical and Psychiatric Practitioner Services
At the
Cuyahoga County Corrections Center**

This Second Amendment to the Contract for Temporary Medical and Psychiatric Practitioner Services at the Cuyahoga County Corrections Center (the "Second Amendment") is entered into by and between the County of Cuyahoga, Ohio, on behalf of the Cuyahoga County Sheriff's Department, (the "County") and Consilium Staffing, LLC with its principal place of business located at 801 N. Frontage Road, #5, Valley View, Texas 76272 ("Consilium"), effective 1/1/2012, 2012.

Whereas, the County and Consilium entered into the Contract for Temporary Medical and Psychiatric Practitioner Services at the Cuyahoga County Corrections Center, effective January 1, 2012 (the "Contract") for Consilium to assign temporary medical and psychiatric practitioners for the inmate population at the Cuyahoga County Corrections Center (the "Center") on an as needed basis; and

Whereas, the Contract was amended on July 23, 2012 ("First Amendment") to retain the services of temporary nurse practitioners for the Center; and

Whereas, the County is now desirous of amending the Contract to increase the maximum not to exceed value of the Contract; add the temporary services of psychologists, obstetric and gynecological physicians ("OB/GYNs"), orthopedists and psychiatrists for the Center on an as needed basis; and insert a provision for the payment of recruitment fees for medical practitioners hired by the County from Consilium; and

Whereas, Consilium works with nursing practitioners and psychologists (collectively "Mid-level Providers") and obstetric and gynecological physicians ("OB/GYNs"), orthopedists and psychiatrists (collectively "Providers") to place them with facilities nationwide, such as correctional institutions, hospitals, community health centers, psychiatric treatment centers, and urgent care facilities; and,

Whereas, Consilium has the capacity to address the Center's temporary needs for the services of Mid-level Providers and Providers and will exercise best efforts to assign each to the Center on a temporary, as needed basis to provide the services needed at the Center in a professional manner as deemed necessary by the Cuyahoga County Sheriff Department.

Whereas the County desires to engage Consilium to provide the additional staffing services of the Mid-level Providers and Providers required and Consilium desires to provide said additional services to the County;

NOW, THEREFORE, for valuable consideration the validity and sufficiency of which is hereby acknowledged, the County and Consilium agree as follows:

1. Paragraph 1 of the Contract entitled "Services" in the Contract is hereby deleted and replaced by the following:

"1. *Services.* Consilium shall provide temporary medical, psychiatric, OB/GYN, orthopedic services (collectively "Providers"); and psychological and nurse practitioner services (collectively "Mid-level Providers") for the Center in compliance with the Cuyahoga County Sheriff's Department's policies and procedures, on an as needed basis, at the following hourly rates:

- Primary Care Physician: \$130.00 per hour;
- Primary Care Nurse Practitioner: \$100.00 per hour;
- Psychiatrist: \$180.00 per hour;
- Psychiatric Nurse Practitioner: \$100.00 per hour;
- Psychologist: \$100.00 per hour;
- OBGYN: \$200.00 per hour; and
- Orthopedist: \$230.00 per hour.

Consilium shall assign Providers and Mid-level Providers to the Center as requested by the Cuyahoga County Sheriff's Department in accordance with the Center's fluctuating needs as determined by the Sheriff's Department, and Consilium shall ensure that the Providers and Mid-level Providers are bound by the terms of this Contract. The County shall have the right, in its sole discretion, to review the credentials of the Providers and Mid-level Providers assigned by Consilium, and only those approved will be granted privileges to practice at the Center."

2. Paragraph 3 of the Contract entitled "Certifications, Representations and Warranties" is hereby amended as follows:

"H. Consilium has been duly organized and is a validly existing limited liability company under the laws of the State of Texas, is in good standing and qualified to do business in the State of Ohio as a foreign corporation, has the full legal authority to enter into this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business, as presently conducted and will remain so qualified and in good standing during the term of this Contract."

3. Paragraph 8 of the Contract entitled "Term and Maximum Not to Exceed Value" is hereby deleted and replaced by the following:

"8. *Term and Maximum Not to Exceed Value.* This Contract shall commence on _____, 2012, and continue until December 31, 2013, with a maximum *not-to-exceed* dollar value of Six Hundred and Fifty Thousand and No/100 Dollars (\$650,000.00). The services under this Contract are on an as needed basis, as determined by the Cuyahoga County Sheriff's Department, and there is no obligation on the County to procure any minimum amount of services or to expend any minimum dollar amounts. The County shall have the right, in its sole discretion, to extend this Contract for an additional one (1) year at the rates specified in Amended Section 1 of this Contract by giving advance written notice to Consilium of its desire to exercise its option no later than December 1, 2013. The County shall have the right, in its sole discretion, to extend this contract for a third year at hourly rates to be negotiated upon renewal, by giving advance

written notice to Consilium of its desire to exercise its option no later than December 1, 2014.”

4. A new Paragraph 24 entitled “Recruitment Fees” shall hereby be inserted into the Contract as follows:

“24. *Recruiting Fees.* The County recognizes that Consilium incurs significant costs in recruiting and training its professionals, and will suffer a considerable economic loss if it directly recruits a professional. Therefore, if the County directly recruits and engages any Mid-level Provider or Provider during any active term of this Contract or within one (1) calendar year thereafter, then the County will pay a recruitment fee (“Recruitment Fee”) of Twenty Thousand Dollars (\$20,000) for Providers, or Fourteen Thousand Dollars (\$14,000) for Mid-level Providers. Any Mid-level Provider or Provider introduced to Consilium by Cuyahoga County as a Locum Physician will not require the payment of a Recruiting Fee.

The Recruitment Fee outlined above, may also be paid based on the following schedule as it relates to Providers:

- If a Provider works two (2) consecutive months for the County, the Recruitment Fee for that specific Provider shall be reduced by Two Thousand Dollars (\$2,000), making the Recruitment Fee Eighteen Thousand Dollars (\$18,000); and
- If a Provider works a total of four (4) consecutive months for the County, the Recruitment Fee for that specific Provider shall be reduced by an additional Three Thousand Dollars (\$3,000), making the Recruitment Fee Fifteen Thousand Dollars (\$15,000).

The Recruitment Fee outlined above, may also be paid based on the following schedule as it relates to Mid-level Providers:

- If a Mid-level Provider works two (2) consecutive months for the County, the Recruitment Fee for that specific Mid-level Provider shall be reduced by Two Thousand Dollars (\$2,000), making the Recruitment Fee Twelve Thousand Dollars (\$12,000);and
- If a Mid-level Provider works a total of four (4) consecutive months for the County, the Recruitment Fee for that specific Mid-level Provider shall be reduced by an additional Three Thousand Dollars (\$3,000), making the Recruitment Fee Nine Thousand Dollars (\$9,000).”

5. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

CONSILIUM, LLC:

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

Ed FitzGerald/ap

By: 2013-01-28 15:18:10

Edward FitzGerald
County Executive

By: *A. Gentile*

Print Name: *Amy Gentile*

Its: *Via President*

The legal form and correctness
of this Agreement is hereby approved:

Law Department
County of Cuyahoga, Ohio
Majeed G. Makhoulf, Director of Law

By: _____
Name: _____
Date: _____