

**CJ 2020-0007**

COMMISSIONERS' JOURNAL  
COOS COUNTY, OREGON

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**INDEXING INFORMATION**

**Affected Parties Names:**

**Wellpath**

**Subject of Document :**

**Fifth Amendment Effective October 1, 2019**

**Resolution or Order #:**

**Document Remarks:**

**Amended by Removing Section 1.1.1 in its entirety and replacing it with the following - See Attached**

**Date of Meeting or of Document:**

December 3, 2019

**FIFTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE  
SERVICES AT COOS COUNTY, OREGON**

This Fifth Amendment, effective October 1, 2019 (this "Amendment"), to the Agreement for Inmate Health Care Services, effective September 1, 2016 (the "Agreement"), is by and between the County of Coos, a political subdivision of the State of Oregon (hereinafter, "County") and Wellpath LLC (hereinafter, "Wellpath").

**WHEREAS**, the Parties wish to modify the Agreement to set new timetables for initial screenings and to further clarify the duties and obligations of the Parties; and

**WHEREAS**, in accordance with Section 11.15, the Parties desire to amend the Agreement and 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 I OF THE AGREEMENT.** The Agreement shall be amended by removing Section 1.1.1 in its entirety and replacing it with the following:
  - 1.1.1 **RECEIVING SCREENING.** A receiving screening of a COVERED PERSON shall be performed as soon as possible after the COVERED PERSON's booking into the JAIL, not to exceed 16 hours after the COVERED PERSON's arrival at the JAIL. Wellpath staff shall be responsible for prioritizing the screening of COVERED PERSONS based on all available information and in accordance with the professional judgment of Wellpath staff.
3. **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 circumstance 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.
4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
5. **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 AND ACCEPTED AS STATED ABOVE:**

**COOS COUNTY, OREGON**

By:   
Name: DARIUS MEDE  
Title: JAIL COMMANDER  
Date: 11-14-19

**WELLPATH LLC**

By: Cindy P. Watson  
Name: Cindy Watson  
Title: President, Local Government Health  
Date: 11/14/2019