

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement is entered into as of this 1<sup>st</sup> day of July, 2012, by and between Sedgwick County, Kansas, hereinafter referred to as "COUNTY," and The University of Kansas School of Medicine-Wichita Medical Practice Association, hereinafter referred to as "CORPORATION."

WITNESSETH:

WHEREAS, the parties hereto entered into a Professional Services Agreement on the 1<sup>st</sup> day of July, 2011 ("Original Agreement"); and

WHEREAS, the parties have found it necessary to make amendments to the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to amend the Original Agreement.

SECTION 1. Section I of the Original Agreement is hereby amended and shall read as follows:

### "I. TERM; TERMINATION

The term of this agreement shall be on a month-to-month basis, commencing on July 1, 2012, and terminating on June 30, 2013, if not terminated prior. The term will automatically renew upon the first of each month unless terminated prior. Either party may terminate with or without cause, upon providing thirty (30) days' written notice of its intent to terminate to the other party. Termination will be effective only on the last day of a calendar month. When this contract expires, CORPORATION shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. COUNTY shall allow full credit to CORPORATION for the non-cancelable obligations properly incurred by CORPORATION prior to notice of expiration."

SECTION 2. Section XII of the Original Agreement is hereby amended and shall read as follows:

### "XII. PAYMENT FOR SERVICES

- A. CORPORATION shall submit in writing a monthly billing to the COUNTY for services rendered the previous month. The total amount of compensation to be paid by COUNTY to CORPORATION under this agreement shall not exceed **\$202,414, based upon a 12-month period.** Subjection to Section 1 above, COUNTY shall not be obligated to pay for services after termination is effective. Itemization is as follows:

- B. The COUNTY shall reimburse the CORPORATION for expenses associated with the services of a physician as noted herein, **\$44,150** for the term of this agreement.
- C. The COUNTY shall reimburse the CORPORATION for expenses associated with the employment of a full-time physician extender who will be assigned to the FACILITY. The cost for this position shall not exceed **\$78,808** for the term of this agreement.
- D. The COUNTY shall reimburse the CORPORATION for expenses associated with the employment of one full-time assistant who will work with the physician extender at all facilities. Costs are not to exceed **\$41,200** for the term of this agreement.
- E. The FACILITY shall allow CORPORATION to seek additional revenue through Medicaid payments eligible for filing for work rendered under this Agreement or any diagnostic work performed by the CORPORATION with residents of the FACILITY. The CORPORATION shall expect from the COUNTY a payment of **\$38,256** for lost billings. (This amount should cover **\$12,570 administration cost, \$9,837 billing cost, \$6,559 institutional fee, and \$9,290 in ancillary costs.**) Financial information shall be provided to COUNTY on an annual basis following the close of business each calendar year to include total third party payments received by CORPORATION for medical services provided to residents. FACILITY and CORPORATION will renegotiate contract payment amounts based on calendar year data.

CORPORATION shall not seek additional payment from individual residents or their parents or guardians for work rendered under this agreement.”

SECTION 3. Other terms and conditions. All other terms and conditions of the Original Agreement are retained under this First Amendment to Professional Services Agreement and shall remain in full force and effect and govern the actions and obligations of the parties hereto unless specifically accepted or otherwise noted above.

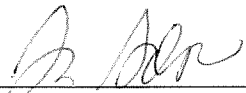
[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

UNIVERSITY OF KANSAS SCHOOL OF  
MEDICINE – WICHITA MEDICAL  
PRACTICE ASSOCIATION

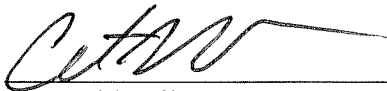
\_\_\_\_\_  
Tim R. Norton, Chairman, Sedgwick  
County Board of County Commissioners

  
\_\_\_\_\_  
Jon Schrage, M.D., President  
Date: 06/27/2012


ATTESTED TO:


ACKNOWLEDGED FOR UNIVERSITY  
OF KANSAS SCHOOL OF MEDICINE -  
WICHITA

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

  
\_\_\_\_\_  
H. David Wilson, M.D., Dean  
Date: 6-28-12

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, Deputy County Counselor

  
\_\_\_\_\_  
Barry Bloom, M.D., Dept. of Pediatrics  
Date: 7/13/2012

APPROVED AS TO FORM:

approval on file Kim Shou  
\_\_\_\_\_  
Steven Ruddick, Office of the University  
Counsel  
Date: 7-9-12