

**AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement Amendment is made by and between Kittitas County (hereinafter "the County") and Conmed, Inc. (hereinafter "Contractor").

**WHEREAS**, on January 11, 2010 the County and Contractor executed a Professional Services Agreement for Contractor to provide services to the County; and

**WHEREAS**, said services include provision of up-to-date healthcare to the inmate population within the Kittitas County Correction Center and to provide fully qualified professional healthcare employee staff to deliver these services; and

**WHEREAS**, Contractor has proposed in writing that certain modifications described herein be made to Section 15 of the Professional Services Agreement; and

**WHEREAS**, after due deliberation, the County is agreeable to such modifications; and

**WHEREAS**, the herein describe modifications shall take effect upon execution of this Professional Services Agreement Amendment by the parties; and

**WHEREAS**, Section 12 of the Professional Services Agreement allows for modification of the agreement based on the mutual consent of the parties in writing.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties to amend the Professional Services Agreement (attached hereto as Attachment "A") executed January 11, 2010 as follows:

- 1) Section 15 of the Professional Services Agreement is hereby deleted in its entirety and replaced with the following:

**15. Defense & Indemnity Agreement:**

The Contractor agrees to and shall defend against claims of alleged negligence or intentional actions or inactions of the Contractor, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property

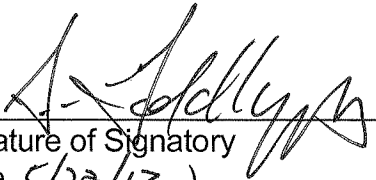
including loss of use thereof, due to the alleged negligence or intentional actions or inactions of the Contractor, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the alleged negligence or intentional actions or inactions of the County, its Additional Insured's, appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

- 2) All other terms and conditions of the aforementioned Professional Services Agreement shall remain the same.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to Professional Services Agreement this 7<sup>th</sup> day of May, 2013.

**APPROVED:**

CONMED, INC.

  
Signature of Signatory  
(Date 5/22/13)

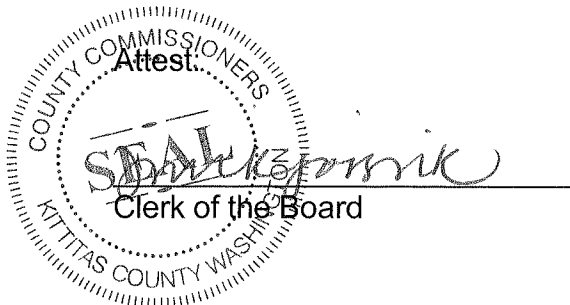
Stephen B. Goldberg, MD, COO  
Print Name of Signatory

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

  
Obie O'Brien, Chairman

  
Paul Jewell, Commissioner

  
Gary Berndt, Commissioner





**ATTACHMENT "A"**

**Professional Services Agreement  
Between  
Kittitas County  
And  
Conmed, Inc.  
Dated: January 11, 2010**