

Amendment No. 2 to AGREEMENT FOR MEDICAL SERVICES IN LAKE COUNTY DETENTION FACILITY

This Second Amendment, effective January 1, 2025 (this "Amendment"), to the Agreement for medical services in Lake County Detention Facility, dated January 1, 2023, as amended (the "Agreement") is by and between the COUNTY OF LAKE, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and California Forensic Medical Group, Inc. (hereinafter referred to as "CFMG").

RECITALS

WHEREAS, the parties hereto have entered into an Agreement dated January 1, 2023, under which CFMG will provide medical services to COUNTY; and

WHEREAS, the parties hereto have entered into a First Amendment to the Agreement for Medical Services in Lake County Detention Facility effective January 1, 2024; and

WHEREAS, the Parties wish to increase compensation by **4.3%** in accordance with the CPI increase in the West Region; and

WHEREAS, the Parties have determined that due to an extraordinary increase in inflation, and operational costs, an additional **2.2%** increase will be added to the Year Three cost; and

WHEREAS, the Parties have determined that due to external economic factors the per diem rate in the Agreement shall be revised from \$4.71 to **\$4.91** and

WHEREAS, the parties desire to amend the Agreement to extend the agreement date, amend compensation and scope of work;

NOW, THEREFORE, the parties hereby agree as follows:

1. The first paragraphs of page 1 of the Agreement above Section 1, "County Facilities" is hereby amended to state the following:

The parties to this Agreement are the County of Lake ("County") and California Forensic Medical Group, Inc. ("CFMG").

The effective date of this Agreement is January 1, 2023. CFMG will supply the total services, described herein, for the entire agreement term through **June 30, 2028**, unless otherwise terminated."

2. Section 5 – COMPENSATION is hereby amended to read:

A. In consideration for its services hereunder, the County shall pay CFMG the base sum of **\$4,401,513.50** for the period of January 1, 2025, through December 31, 2025.

B. Compensation for providing services in subsequent years and the per diem charge shall be adjusted on the anniversary date of the beginning of the agreement term. Said adjustment for each year shall be based upon the annual averaged percentage

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rate of the Medical Index of the CPI (U) in prior year, not to exceed a maximum of 5% annually.

- C. In addition to the base fee, a per diem charge shall be payable by County on a quarterly basis, computed as follows: If the daily adult population should average in any calendar quarter during the term of this Agreement more than 315 per day, then the compensation payable under this Agreement shall be increased for that quarter by a per diem rate of \$4.91 for each person in excess of the combined population average of 315 for that period. CFMG shall send to County documentation of such increase in average daily population and County shall pay the per diem amounts for each quarter within 30 days of the close thereof.
 - D. A per diem reduction charge shall be payable by CFMG on a quarterly basis, computed as follows: If the daily combined adult population should average in any calendar quarter during the term of this Agreement less than 315 per day, then CFMG shall compensate County using a per diem rate of \$4.91 for each person below the population average of 315 for that period. County shall send to CFMG documentation of such decrease in average daily population and CFMG shall pay the per diem amounts for each quarter within 30 days of the close thereof.
 - E. Payments to CFMG will be made by the tenth of the month for that month and shall be 1/12 (one-twelfth) of the total described in 5 (A) as adjusted for each respective agreement year. Per-diem payments, if any, will be billed separately by CFMG on a quarterly basis.
 - F. County will have the ability to renegotiate fees and processes throughout the contract term based on the Medi-Cal claiming process and its effect on the jail medical population and CFMG contract.
 - G. With the assistance of CFMG, the County will coordinate between the Jail, Department of Social Services; DSS and Health Services, the Medi-Cal claiming process for signing up inmates to the Medi-Cal program and the claiming for county Medi-Cal reimbursement. **CFMG will verify Medi-Cal status on behalf of the County and will need access to the Department of Health Services, Eligibility Verification System**
 - H. In the event that CFMG utilizes LVN staff for night shift, CFMG shall issue to the County a credit in the amount of the difference between the fully-loaded hourly rate of LVN staff compared to RN staff, per hour worked by LVN staff. The credit shall be issued to the County on its next monthly bill. For example, if CFMG utilizes 20 hours of LVN night shift during the month of March, 2024, it would issue a credit to the County on its April, 2024 bill.
3. Exhibit A – Administration, Section 16 is hereby amended to state the following:
- 16. In the event of an inmate death, CFMG shall notify the County Public Health Officer and/or Director of Nursing within 24 hours in accordance with California Code of Regulations Title 22 § 79787, and shall conduct a mortality review of the case in collaboration with County Public Health Officer and/or Director of Nursing to ensure compliance with California Code of Regulations, Title 15 § 1046 and will present its findings in a multidisciplinary mortality review meeting to be attended

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by SHERIFF, Health Officer, County , BHA, County Counsel, and CFMG 's staff.
If inmate had a history of a mental illness, a psychological autopsy must also be
performed by a CFMG psychiatrist, not involved in patient's treatment, and the
results shall be presented at the mortality review.

The Parties agree that all other terms and conditions of the original Agreement shall remain in
full force and effect.

COUNTY OF LAKE

By: _____
Chair, Board of Supervisors

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

CONTRACTOR

Signed by: _____
By: _____
CFMG

APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By: _____
Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, c=US,
o=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountycal.gov
Date: 2025.05.12 17:28:33 -0700