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Amendment No. 3 to AGREEMENT FOR MEDICAL SERVICES IN LAKE COUNTY DETENTION FACILITY

This Third Amendment, effective January 1, 2026 (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 hereto have entered into a Second Amendment to the Agreement for Medical Services in Lake County Detention Facility effective January 1, 2025; and

WHEREAS, the Parties wish to increase compensation by **4%** in accordance with the CPI increase in the West Region; and

WHEREAS, the Parties have determined that due to external economic factors the per diem rate in the Agreement shall be revised from $4.91 to **$5.11** and

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

NOW, THEREFORE, the parties hereby agree as follows:

1. **Section 5 – COMPENSATION** is hereby amended by deleting in its entirety and inserting the following language in lieu thereof:

   A. In consideration for its services hereunder, the County shall pay CFMG the base sum of **$4,577,574.04** for the period of **January 1, 2026**, through **December 31, 2026.**

   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 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 **$5.11** for each person in excess of the combined population average of 315 for that period. CFMG shall send to County documentation of such

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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 **$5.11** 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.

2. **Exhibit A – Scope of Services** # 6, Behavioral Health, is hereby amended to remove:

h. Participation in Behavioral Health Court

3. **Exhibit A – Services Provided** #14, is hereby amended to state as follows:

14. CFMG shall provide pharmaceutical services at the JAIL, in accordance with CMA Standards and Title 15 CCR, Section 1216, or may subcontract with a qualified, State of California licensed on-site pharmacy to provide pharmacy services including, but not limited to:

a. Medical and psychotropic pharmaceuticals
b. Dispensing and delivery of medication
c. Over-the-counter medications
d. Pharmacist consulting services
e. Pharmaceutical electronic monitoring/ordering system

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f. Pharmaceutical disposal services
g. Prescription medications for inmates on temporary authorized release
h. Maintaining contracts with local pharmacies for emergency access to critical medications when main pharmacy delivery services are unavailable or will cause delay in treatment

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: _____
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CFMG

APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By: _____