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FIRST AMENDMENT TO THE AGREEMENT FOR MEDICAL SERVICES IN LAKE COUNTY DETENTION FACILITY
(Effective January 1, 2024)

This First Amendment, effective January 1, 2024 (this "Amendment"), to the Agreement for Medical Services in Lake County Detention Facility, dated July 1, 2019, as amended (the "Agreement") is by and between California Forensic Medical Group, Inc. ("CFMG") and the County of Lake, California ("County").

WHEREAS, the Parties have determined that it is necessary and in the best interest of the jail population to allow the usage of Licensed Vocational Nurses ("LVN") during the night shift to the Agreement; and

WHEREAS, the Parties agree that CFMG shall issue a credit to the County for the fully loaded hourly rate difference between a LVN and a Registered Nurse ("RN") per hour worked, where a LVN is utilized on a night shift instead of a RN; and

WHEREAS, the Parties have determined that due to external economic factors that the per diem rate in the Agreement shall be revised from $4.50 to $4.71; and

WHEREAS, the Parties wish to increase compensation by 4.7% in accordance with the CPI increase in the West Region; and

WHEREAS, in accordance with Section 6, the Parties desire to amend the Agreement to 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 EXHIBIT B OF AGREEMENT.** The Parties agree that the Staffing Matrix attached hereto as Exhibit B-1 shall replace the previous Staffing Matrix attached to the Agreement as Exhibit B.

3. **AMENDMENT TO SECTION 5 OF AGREEMENT.** The Agreement shall be amended by deleting Section 5 in its entirety and inserting the following language in lieu thereof:

5. COMPENSATION

A. In consideration for its services hereunder, the County shall pay to CFMG the base sum of $4,132,876.50 for the period of January 1, 2024 through December 31, 2024.

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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 $4.71 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 $4.71 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.

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.

4. **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 circumstances 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.

5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

6. **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 TO AND ACCEPTED AS STATED ABOVE:

County of Lake, California

By: Susan Parker (Oct 15, 2024 16:50 PDT)
Susan Parker
Title: Chief Administrative Officer

CFMG

DocuSigned by:
By: Dr. Grady Judson Bazzel
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Dr. Grady "Judd" Bazzel, MD
Title: President

County of Lake, California

By: Eddie Crandell (Oct 15, 2024 21:25 PDT)
CHAIR, Board of Supervisors

Approved as to form

By:
Lloyd Guintivano
County of Lake County Counsel

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EXHIBIT B-1

STAFFING MATRIX

Lake, CA Staffing Plan									
Position	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Day Shift									
Health Services Administrator	8	8	8	8	8			40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
Discharge Planner	8	8	8	8	8			40	1.000
Nurse Practitioner / PA	8	8	8	8	8			40	1.000
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.100
MHP LCSW/LMFT	8	8	8	8	8			40	1.000
Medical Director*	4							4	0.100
Psychiatrist*	4							4	0.100
Dentist**	4							4	0.100
Dental Assistant**	4							4	0.100
Total Hours/FTE - Day								**384**	**9.600**
Night Shift									
Registered Nurse/Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Vocational Nurse	12	12	12	12	12	12	12	84	2.100
Total Hours/FTE - Night								**168**	**4.200**
Weekly Total									
TOTAL HOURS/FTE per week								**552**	**13.800**

*Schedule TBD

**every other week for 8 hours