

AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.

THIS AMENDMENT (“Amendment No. 3”) is made to the PROFESSIONAL SERVICES AGREEMENT for medical and mental health care at its Monterey County Jail Adult Detention facilities by and between **CALIFORNIA FORENSIC MEDICAL GROUP, INC.** (hereinafter “Contractor”) and the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”).

WHEREAS, the County and Contractor originally entered into this Agreement on January 16, 2018 by board action A-13814 and Resolution No. 17-526 and a term date ending on December 31, 2021; and

WHEREAS, the County and Contractor amended the Agreement with Amendment No. 1, by adding \$2,177,286 for the Jail Based Competency Treatment Program (JBCT); and

WHEREAS, the County and Contractor further amended the Agreement with Amendment No. 2, by extending the Agreement by one (1) year and six (6) months and adding a total of \$2,319,667 for JBCT; and

WHEREAS, additional time is necessary to allow Contractor to continue to provide the services required by the County; and

WHEREAS, the County and Contractor wish to further amend the Agreement by extending the Agreement term for three (3) additional years until December 31, 2025, with the possibility of two (2) one-year renewals, and increasing the Agreement to the amounts set forth in Section 4.1.

NOW THEREFORE, the County and Contractor hereby agree to amend the Agreement in the following manner:

1. **Section 3.0 “TERM OF AGREEMENT,”** shall be amended by changing the through date to December 31, 2025, unless sooner terminated pursuant to the terms of the Agreement. Contractor may earn the possibility of two, one (1) year extensions according to the terms of the renewal provisions of the Agreement.
2. Exhibit F (Staffing Matrix) to the original Agreement A-13814 will be replaced by Exhibit F-1.
3. **“COMPENSATION AND PAYMENTS” Section 4.1** shall be amended by reflecting the pricing and time period covered as follows:

Time Period	Medical-Mental Health-Dental	Time Period	JBCT
1/1/2023-12/31/2023	\$14,035,049	1/1/2023-6/30/2023	\$537,223
1/1/2024-12/31/2024	\$14,596,451		
1/1/2025-12/31/2025	\$15,180,309		

AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.

4. **“EMERGENCY SITUATIONS” Section 14.1** shall be amended to update the Emergency Contact Person’s name and telephone number:

Emergency Contact Person’s Name: Heather Barry, Regional Vice President
Emergency Contact’s Phone Number: 206-419-9296

5. **Section 16.0 “MATERIAL BREACH, TERMINATION, PERFORMANCE SECURITY, AND DEFAULT,”** shall be amended to read as follows:

16.1.8 Contractor shall apply for National Commission on Correctional Health Care (NCCHC) Accreditation within nine (9) months of this Amendment being signed and approved by the Monterey County Board of Supervisors. For every month that requirement is missed, Contractor shall pay the County \$20,000 a month until the application is submitted. Contractor shall help the County obtain full NCCHC Accreditation within 18 months of this Amendment being signed and approved by the Monterey County Board of Supervisors. For every month that requirement is missed, except in instances where NCCHC fails to perform a survey or process an application after a successful survey, Contractor shall pay the County \$20,000 a month until full Accreditation is achieved.

6. **Section 18.0 “QUALITY ASSURANCE,”** shall be amended to add the following:

18.8 Contractor shall provide a monthly report to County which identifies the number of unfilled staffing hours during the preceding month. For any month in which there are more than 40 unfilled staffing hours for non-salaried or hourly positions enumerated in Exhibit F-1, Contractor shall provide a credit on the next monthly invoice for all hours that exceed those 40 hours. The credit shall be determined by the amount of the salary of all positions with unfilled hours for each position during the preceding month that has been vacant for more than 40 hours and reimbursed only for the hours that exceed that amount. In addition, should a salaried/exempt position enumerated in Exhibit F-1 be vacant for more than 60 days, Contractor shall pay County \$12,500 for each unfilled position every 30 days until such position(s) are filled.

The salaried/exempt positions are:

- Health Services Administrator
- Director of Nursing
- Medical Director
- Compliance Coordinator
- Psychiatrist
- JBCT program director
- Dentist
- Mental Health Coordinator

All other positions listed in Exhibit F-1 are considered non-salaried or hourly.

**AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF
MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

Sick call requests from inmates (whether received via written note, or by electronic means) must be triaged within 24 hours. Should there be more than 15 instances per month in which a sick call request was not triaged within 24 hours, Contractor shall pay County \$10,000 for each month there are 15 or more instances where Contractor fails to triage a sick call request within 24 hours.

7. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement, including all Exhibits thereto, remain unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
8. This Amendment No. 3, including Exhibit F-1, shall be attached to the original Agreement executed by the County on January 16, 2018 and incorporated therein as if fully set forth in the Agreement.

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**AMENDMENT NO. 3 TO AGREEMENT A-13814 BETWEEN THE COUNTY OF
MONTEREY AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CALIFORNIA FORENSIC MEDICAL GROUP,
INC.

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Dated: _____

Risk Management

Dated: _____

Approved as to Form:

Chief Assistant County Counsel

Dated: _____

*INSTRUCTIONS: If Contractor is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

California Forensic Medical Group, Inc

Term: 01/01/2018 to 12/31/2025

EXHIBIT F-1

TITLE	MON	TUE	WED	THU	FRI	SAT	SUN	WEEK	FTEs
Days									
H.S.A.	8	8	8	8	8			40	1.000
DON	8	8	8	8	8			40	1.000
Medical Director/Physician	8	8	8	8	8			40	1.000
Implementation Specialist	8	8	8	8	8			40	1.000
Dental Assistant		8	8	8	8			32	0.800
MRC/AA	8	8	8	8	8			40	1.000
Clerk	8	8	8	8	8			40	1.000
FNP/PA	10	20	20	20	10			80	2.000
RN	36	36	36	36	36	36	36	252	6.300
LVN	36	36	36	36	36	36	36	252	6.300
C.N.A./MA	24	36	36	36	36	36	24	228	5.700
Psychiatrist	8	8	8	8	8			40	1.000
Mental Health Professional	20	20	8	32	32	24	12	148	3.700
Program Director/Psychologist - JBCT	8	8	8	8	8			40	1.000
Administrative Assistant (JBCT)	8	8	8	8	8			40	1.000
MHC (JBCT)	8	8	8	8	8			40	1.000
Competency Trainer (JBCT)	8	8	8	8	8			40	1.000
Psychiatrist (JBCT)	8			4				12	0.300
Dentist		8	8	8				24	0.600
Dental Hygienist		4						4	0.100
Mental Health Coordinator	10	10	10				10	40	1.000
Psych Tech - Tele	8	8		8	8			32	0.800
Psych Tech		8	8	8	8	8	8	48	1.200
Discharge Planner	8	8	8	8	8			40	1.000
<i>Subtotal</i>								1632	40.800
Nights									
RN	36	36	36	36	36	36	36	252	6.300
LVN	24	24	24	24	24	24	24	168	4.200
C.N.A./MA	12	12	12	12	12	12	12	84	2.100
<i>Subtotal</i>								504	12.600
TOTAL								2,136	53.400