

**FIRST AMENDMENT TO CORRECTIONAL MEDICAL SERVICES  
CONTRACT 8705  
AT VENTURA COUNTY, CALIFORNIA  
(Effective October 1, 2023)**

This First Amendment to the Contract for Correctional Medical Services, effective October 1, 2023 (this "Amendment"), to the Contract for Correctional Medical Services dated July 1, 2022 (the "Contract"), is by and between the COUNTY OF VENTURA, a political subdivision of the State of California (the "County"), and CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, a California corporation (the "Contractor"), (each, a "Party," and collectively, the "Parties").

**WHEREAS**, the Parties desire to readjust staffing and update language as necessary for the provision of medical and mental health services to the Sheriff's Office Pre-Trial Detention Facility and Todd Road Jail,

**WHEREAS**, the Parties desire to add 4.2 Licensed Vocation Nurse (LVN) Full Time Equivalent (FTE) positions for the provision of medical services at the Main Jail;

**WHEREAS**, the Parties desire to add 4.2 LVN FTE positions for the provision of medication passing at the Main Jail and the Todd Road Jail;

**WHEREAS**, the Parties desire to add .2 Medical Director FTE positions for medical and mental health oversight;

**WHEREAS**, the Parties desire to add .2 Dental Hygienist FTE positions for the provision of dental services at the Main Jail and the Todd Road Jail;

**WHEREAS**, the Parties desire to increase compensation for such additional staffing hours due to Contractor by \$707,504.00 per annum, or \$58,958.56 per month;

**WHEREAS**, the County requires the Contractor's National Commission of Correctional Health Care (NCCHC) accreditation specialist to be on-site at least once per quarter until NCCHC accreditation is received.

**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 A, SECTION J, MAINTENANCE OF INDIVIDUAL, COMPLETE, DATED HEALTH RECORDS.** The Contract shall be amended by adding the following:

10. Should Contractor choose to change EHR software, Contractor shall give County at least 90 days written notice showing good cause to change. The cost for any change or upgrade in EHR software shall be the sole responsibility of the Contractor.

**3. AMENDMENT TO EXHIBIT A, SECTION Q, QUALITY ASSURANCE.** The Contract shall be amended by striking paragraph #1 and replacing it with the following language that was incorporated into Contractor's response to the original Request for Proposal, RFP# 6069.

1. County shall enter into a written agreement with a third party for the audit and oversight of medical care. County shall be responsible for the process of selection, contract negotiation, and vendor management for the third party. Upon receipt of invoices for the services of the auditor, County shall bill Contractor 100% of the auditor's costs on a monthly basis. Contractor can either a) make payment directly to the auditor on behalf of County, providing a receipt to County's Procurement/Treasurer's Office indicating payment made and invoice number paid; or b) make payment directly to County as a reimbursement of costs for the services of the third-party auditor. Under no circumstance will Contractor direct the work of the third-party auditor or communicate directly with the third-party auditor without the consent of County. Reimbursements or payments made to the auditor are considered a fiscal obligation of Contractor as part of its contract with County. Contractor will have no contractual relationship with the third-party auditor. The services of this third-party consultant may include items such as conducting periodic audits of inmate medical records for treatment of medical conditions in order to evaluate the timeliness of care, appropriateness of assessment, treatment, and type of provider and level of care. Contractor shall cooperate fully with County's Quality Assurance Consultant including providing full and immediate access to records, including inmate medical records.

**4. AMENDMENT TO EXHIBIT A, SECTION GG, COMPENSATION.** The Contract shall be amended by striking the current language and replacing it with:

In consideration for the medical, mental health, and dental services to be performed by Contractor during the period October 1, 2023, through June 30, 2024, County agrees to pay Contractor, subject to funding approval, base compensation of \$1,575,969.09 monthly, payable at the beginning of each month, for a total not to exceed amount of \$18,734,754.00 for the period of July 1, 2023, through June 30, 2024.

Contractor shall be paid within 30 days upon receipt by the Sheriff's Office of a valid itemized invoice.

In addition, County will pay Contractor \$4.33 per day for each "excess inmate" for an average daily inmate population (ADP) in excess of 1,628 inmates computed on a calendar quarterly average. Contractor shall pay the Sheriff's Office \$4.33 per day per inmate when the ADP is below 1,628 inmates during each calendar quarter.

These per diem amounts will be aggregated on a quarterly basis and billed separately by Contractor. This amount is to be approved by the Detention Services Administrative Captain and Contractors in writing.

For each subsequent year ending June 30, thereafter through the term of this Contract, including extensions, the base compensation and per diem amount will be adjusted effective July 1 of each year by applying the percentage change in the Consumer Price Index – All Urban Consumers, Medical care, for the Los Angeles-Riverside-Anaheim, CA region. The change in this index will be measured as of February each year versus February of the previous year. If the All Urban Consumers, Medical care, for the Los Angeles-Long Beach-Anaheim, CA region is not available, then the All Urban Consumers, Medical Care for the West Urban Region will be used in its place. The maximum annual increase in the base compensation and per diem amount is 4.5% for years three (3) through five (5).

Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved.

Any other compensation adjustments shall be made in accordance with the Staffing Plan outlined in Exhibit B and Performance Metrics outlined in Exhibit D. If the County does not assess a penalty on any occasion(s) pursuant to the standards set forth in Exhibits B and D, it does not waive its right or ability to assess penalties in the future.

County and Contractor agree that for all items and/or services covered by Medi-Cal and paid pursuant to MCIP, Contractor will reimburse the County for 85% of the savings/reduced liability realized from the County's Participation in MCIP up to \$17,500. Contractor retains the remaining 15% of savings to cover its administrative costs related to participating in the MCIP.

- 5. AMENDMENT TO EXHIBIT A, SECTION NN, DIALYSIS.** The Contract shall be amended by striking the current language and replacing it with:

Contractor shall be responsible for dialysis treatments to adult inmates in the JAIL that require dialysis treatment. Contractor shall provide on-site dialysis in order to minimize transportation and custody costs. Contractor shall have a contract in place to provide on-site dialysis no later than October 1, 2023. Should Contractor fail to meet the October 1, 2023 deadline, a penalty of \$5,000.00 per month will be assessed against the Contractor. County shall receive a credit for such penalty on the following month's invoice.

- 6. AMENDMENT TO EXHIBIT A, SECTION TT, 340B DRUG PRICING PROGRAM.** The Contract shall be amended by adding the above section and following language.

County desires Contractor to research and propose a plan to administer a 340B Drug Pricing Program in accordance with California and Federal guidelines and all applicable governing laws. The purpose of the program is to maintain services while lowering

medication costs. County desires to have the 340B Drug Pricing Program in effect by July 1, 2024, should the possibility of significant prescription drug cost saving be realized. If implemented, Contractor's plan should include, at a minimum:

1. Contractor will order HIV medications at the price agreed upon.
2. Contractor will schedule HIV positive patients for an initial, face-to-face examination by the covered entity's provider. Should the provider have the ability to see patients via telehealth, Contractor will facilitate that process.
3. Contractor will refer HIV patients to the covered entity to be assessed for eligibility and registered for the program.
4. Contractor will ensure compliance with the 340B Program's policies and procedures.
5. Contractor will participate in scheduled program internal audits with the covered entity.

**7. AMENDMENT TO EXHIBIT A, SECTION UU, TATTOO REMOVAL.** The Contract shall be amended by adding the above section, the following language, and Exhibit E.

Contractor is a specially trained, experienced, and competent to perform tattoo removal.

Contractor shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.

Contractor agrees to furnish all labor and provide County tattoo removal services for eligible male and female incarcerated persons.

Tattoo removal services shall be provided during the dates and times agreed to by County and the Contractor.

Contractor shall not proceed with treatment without a consent/agreement form signed by the incarcerated person, detailing the potential issues/outcomes of tattoo removal. Contractor will provide each incarcerated person interested in the tattoo removal program an application and consent form. Applications will be reviewed and approved by Contractor in concurrence with the Detention Services Medical Captain.

Contractor shall provide tattoo removal services, including but not limited to:

- Removal of visible tattoos on the face, neck, and from two (2) finger-widths past the bend of the wrist to the fingertip.
- Gang related
- Violence related
- Anything that poses a threat to the incarcerated person's safety.

Contractor may refuse to perform the removal on eyelids, professional permanent make-up, or for any other safety concern.

Contractor shall meet with each incarcerated person, individually or as a group, prior to the first treatment. The Contractor, in conjunction with County staff, will provide a tattoo removal education session. This session will provide each incarcerated person with a clear picture of what the laser removal treatment entails and the commitment by the incarcerated person for the following treatments and care of the treated area(s). At this time, incarcerated persons will view informative videos, sign waivers, take photos, and will be able to ask questions so that they are fully informed prior to committing to treatments.

Contractor will complete a tattoo removal treatment plan for each incarcerated person participating in treatment. Contractor will provide treated incarcerated persons with aftercare instructions and all ointments and ice necessary to maintain a healthy healing environment at treated site.

Contractor to supply the incarcerated person with post-operative instructions that must be read and signed by the incarcerated person, including that the program is optional for incarcerated persons.

Contractor to provide the incarcerated person and County with incarcerated person's anticipated treatment plan (schedule). Contractor will take "before" photos of incarcerated person and their tattoos. County correctional staff will take "after" photos.

Contractor to provide County with status reports of the treated incarcerated persons, i.e., healing/not healing, complying with a treatment plan, etc.

County will be responsible for maintaining laser equipment through either manufacturer or approved third-party contract. Upon request by Contractor, County will provide current laser equipment maintenance records.

County will also track ongoing program data, including how many people were treated, how many tattoos were treated (some individuals have more than one highly visible tattoo), how much Contractor time was utilized, how many people successfully completed treatment, the average number of treatments required per person, and how many treated individuals were released.

8. **AMENDMENT TO EXHIBIT B.** Exhibit B to the Contract is deleted and replaced with the attached amended exhibit. This Exhibit shall be marked and denoted with the following reference: "Amended Staffing Plan."
9. **AMENDMENT TO EXHIBIT D.** Exhibit D to the Contract is deleted and replaced with the attached amended exhibit. This Exhibit shall be marked and denoted with the following reference: "Amended Performance Metrics."
10. **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.

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

**12. REMAINING PROVISIONS.** The remaining provisions of the Contract not amended by this Amendment shall remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**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 VENTURA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR, SIGNATURE 1\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
77-0005793

Tax Identification Number

\_\_\_\_\_  
1230306

Secretary of State Entity Number

**CONTRACTOR, SIGNATURE 2\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President. The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.