



# LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

**Administration**  
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**Dean F. Growdon**  
Sheriff - Coroner

To: Lassen County Board of Supervisors

From: John McGarva, Captain-Custody Division *Jm#104*

RE: Contract Amendment with Wellpath

Agenda Date: October 12, 2021

**Subject:**

The Sheriff's Office is requesting to amend our contract with Wellpath to increase the hours by .20 Full Time Equivalent positions to the Mental Health Practitioner at the Lassen County Jail.

**Discussion:**

On December 1, 2019, Lassen County and the California Forensic Medical Group (now Wellpath) entered into a contract to provide medical services to those incarcerated at the Lassen County Jail. Included into those medical services is a mental health practitioner. The mental health practitioner provides services to those incarcerated at the Jail. This position was to be paid at .80 FTE or approximately 32 hours per week.

The services provided include one on one services to each individual at the Jail. This position also conducts group services including parenting and anger management courses. These courses have been well attended and receive positive feedback from the incarcerated population. The mental health practitioner comes in on nights and weekends to speak with those who are in crisis and retention checks if an individual has been placed in the safety cell. The practitioner is required to meet with certain classification of inmates more often. This would include those under disciplinary separation or have specific mental health needs. The result has been less crisis incidents with those who suffer from mental health issues.

As the requirements and the need have increased, the need to have this person at the jail for more hours per week has become more and more prevalent. After discussions with Wellpath, they have provided the attached contract amendment. This amendment has been reviewed and approved by County Counsel on September 20, 2021.

**Fiscal Impact:** Additional cost of \$35,280.00 has already been included in the budget for fiscal year 2021-22.

**Requested Action:** Approve the contract amendment and authorize the County Administrative Officer to sign the amendment.

**FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE  
SERVICES AT LASSEN COUNTY, CALIFORNIA  
(Effective September 15, 2021)**

This First Amendment, effective September 15, 2021, (this "Amendment"), to the Agreement for Inmate Health Care Services, dated December 1, 2019 (the "Agreement") is by and between California Forensic Medical Group, Inc. ("CFMG") and the County of Lassen, California ("County").

**WHEREAS**, the Parties agree to increase staffing to include an additional .20 FTE for a Mental Health Practitioner, with an additional annual cost of Thirty-Five Thousand Two Hundred Eighty Dollars (\$35,280.00);

**WHEREAS**, the Parties agree to increase compensation for the remainder of Contract Year Two, and each successive year pursuant to Section 8.0 of the Agreement.

**WHEREAS**, in accordance with Section 11.16, 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 A OF THE AGREEMENT.** The Parties agree that the Staffing Matrix attached to the Agreement as Exhibit A shall be deleted in its entirety and replaced with the Staffing Matrix attached hereto as Exhibit A.
3. **AMENDMENT TO SECTION 8.0 OF THE AGREEMENT.** The Agreement shall be amended by deleting subsections 8.0.2 through 8.0.4 of Section 8.0 in their entirety and inserting the following language in lieu thereof:
  - 8.0.2 **CONTRACT YEAR THREE.** The base amount to be paid by the County to CFMG beginning December 1, 2021 is \$1,508,177.00 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$125,681.417, pro-rated for any partial months and subject to any reconciliations as set forth below.
  - 8.0.3 **CONTRACT YEAR FOUR.** The base amount to be paid by the County to CFMG beginning December 1, 2022 is \$1,553,261.87 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$129,438.49, pro-rated for any partial months and subject to any reconciliations as set forth below.

8.0.4 CONTRACT YEAR FIVE. The base amount to be paid by the County to CFMG beginning December 1, 2023 is \$1,599,699.28 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$133,308.27, pro-rated for any partial months and subject to any reconciliations as set forth below.

4. **AMENDMENT TO ARTICLE VIII OF THE AGREEMENT.** The Agreement shall be amended by inserting Section 8.3 and 8.4 into the Agreement, as follows:

8.3 Adjustments for Additional Mental Health Practitioner Hours. Effective as of the date of this Amendment, additional coverage of .20 FTE Mental Health Practitioner staffing hours shall be added to the Staffing Matrix, as illustrated on the attached Exhibit A. In addition to the base amount to be paid to County in Contract Year Two, as set forth in Section 8.0.1, County shall pay to CFMG the monthly amount of \$2,940.00 for the additional staffing hours for the remainder of Contract Year Two.

8.4 Adjustments for Substitution of LPN Hours. The Staffing Matrix attached hereto as Exhibit A indicates that Licensed Vocational Nurses (“LVN”) and Registered Nurses (“RN”) may be used interchangeably. For staffing purposes, RN hours may be substituted with LVN hours on an as-needed basis. CFMG shall credit the County \$9.68 per hour whenever an LVN is utilized for RN hours.

5. **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.
6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

*[Remainder of page intentionally left blank. 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 LASSEN, CALIFORNIA:**

**CALIFORNIA FORENSIC MEDICAL GROUP, INC.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: *Raymond Herr M.D.*  
Name: Raymond Herr, M.D.  
Title: President  
Date: 09/15/21

## John McGarva

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**From:** Amanda Uhrhammer <amanda@prenticelongpc.com>  
**Sent:** Monday, September 20, 2021 11:58 AM  
**To:** John McGarva  
**Subject:** RE: Lassen County - CFMG Amendment

This message comes from an external sender. EXTERNAL SENDER WARNING!

This should be fine John. Thanks.

**Amanda Uhrhammer**  
**PARTNER**

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*prentice* | **LONG**

**From:** John McGarva <JMcGarva@co.lassen.ca.us>  
**Sent:** Thursday, September 16, 2021 8:57 AM  
**To:** Amanda Uhrhammer <amanda@prenticelongpc.com>  
**Subject:** FW: Lassen County - CFMG Amendment

Good Morning Amanda,

Here is a contract amendment with Wellpath. This includes additional .2 FTE for the LFMT on site and an provision for credits when LVN's are used instead of RN's. We primarily use LVN's due to recruitment issues in the area so it does have a benefit. I think it has to go to the BOS for approval you and Richard give it a look.

Thanks,

John

**From:** Hannah Bernard (Correct Care Solutions LLC) <[m-2mmfoc56nwwkz5kx3axfe77lxy7woufkk3tff2brbqeatm5g6nq@app1mail.novatuscontracts.com](mailto:2mmfoc56nwwkz5kx3axfe77lxy7woufkk3tff2brbqeatm5g6nq@app1mail.novatuscontracts.com)>  
**Sent:** Wednesday, September 15, 2021 11:00 AM  
**To:** John McGarva <[JMcGarva@co.lassen.ca.us](mailto:JMcGarva@co.lassen.ca.us)>  
**Cc:** [HaBernard@Wellpath.us](mailto:HaBernard@Wellpath.us)  
**Subject:** Lassen County - CFMG Amendment

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Contracts System Message

# Lassen County - CFMG Amendment

Captain McGarva,

Attached please find a partially executed copy of the Lassen County - CFMG Amendment.

Should you have any questions, please let me know.

Thank you,

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## Lassen County

**LASSE-AMEND-2021-18593**

First Amendment to the Agreement for Jail and Juvenile Hall Medical Services

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Message Subject	<b>Lassen County - CFMG Amendment</b>
Company Name	<b>Lassen County</b>
Company Type	<b>Client</b>
Contract Number	<b>LASSE-AMEND-2021-18593</b>
Contract Type	<b>Client / Correctional Healthcare Services / Jail</b>
Agreement Type	<b>Amendment</b>

View email attachment to download file: Lassen County CA - First Amendment PE.pdf

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