

**Coos County Filing Cover Sheet**

12/04/2018 11:05:49 AM

<b>TO:</b>	Coos County Clerk's Office
<b>FROM:</b>	Office of Legal Counsel

Please file the attached document in the selected category indicated in the box below using the following information:

<b>Commissioner Journal Filings</b>		
<input type="checkbox"/>	Affidavit of Publication	Orders and/or Resolutions
<input type="checkbox"/>	Board of Commissioners	Payroll Resolutions
<input type="checkbox"/>	BoPTA	Registry of Offices
<input checked="" type="checkbox"/>	Contracts & Agreements	Special District Budget
<input type="checkbox"/>	County Budget	Special District Formations, Annexations, Dissolutions, Election Results
<input type="checkbox"/>	County Code	Vacation Proceedings
<input type="checkbox"/>	Minutes - BOC	

**INDEXING INFORMATION****Affected Parties Names:****Correct Care Solutions, LLC and Coos County Sheriff's Office**

**Subject of Document :** Brief description, minutes, contracts, orders, etc.  
**Third Amendment to Agreement (signed 9/01/16)**

**Resolution or Order #:** Example: 18-2-156-X

**Document Remarks:**

**Amend Section 8.0 for annual amount/monthly payments and Section 8.1.1 Adjustmernt for MADP**

**Date of Meeting or of Document:** "Date Only"  
 November 27, 2018

### CONTRACT / GRANT SUMMARY FORM

Clerk's CJ No.: \_\_\_\_\_ (complete after filed with Clerk) Contract/Agreement/Grant No.: \_\_\_\_\_  
 Name/Agency Name and Address: Correct Care Solutions, LLC; 1283 Murfreesboro Rd, Ste. 500; Nashville, TN 37217  
 Contact Person: Cris Bove, President Phone No. 800.592.2974  
 Amount of Contract/Grant Award: \$ 631,120.20 for period of 12 mos.  
 Payment Terms: monthly installments of \$52,593.35 (state lump sum or amount and time of payments)  
 Start Date: July 1, 2018 End Date: June 30, 2019 with auto renew (this is first of 3 renewal 1 yr. terms)  
 County Department and Employee Responsible for Performance: Sheriff's Office/Sheriff Zanni & Darius Mede  
 Description: Amend Section 8.0 for annual amount/monthly payments and Section 8.1.1 Adjustment for MADP.

#### FINANCIAL INFORMATION

STATE %	OTHER %	FEDERAL % (CFDA # Required)	Catalog of Federal Domestic Asst. *(CFDA) Number

\*CFDA is a five digit number in the following format: xx.xxx. The first two digits designate the federal agency and the last three the grant description. The following is a partial listing of the two digit agency identifier:

10.xxx USDA      14.xxx HUD      20.xxx USDOT      66.xxx EPA      84.xxx Dept. of Education  
 11.xxx Dept. of Commerce      16.xxx USDOJ      39.xxx General Svcs. Admin.      83.xxx FEMA      93.xxx USDHHS

**NOTE: If the contract/grant is associated with more than one CFDA number, each segment must have it's own summary form.**

New                                       Renewal                                       Modification  
 Previous Amount: \$ \_\_\_\_\_                                      Original Amount: \$ \_\_\_\_\_  
 Previous Date: \_\_\_\_\_                                      Original Date: \_\_\_\_\_  
 Automatic Renewal?  Yes  No                                      Staff Requirements:  New  Existing  Subcontract  
 Will unemployment cost be incurred?  Yes  No

#### PUBLIC CONTRACTING INFORMATION

**Method of Selection:**  
 Bid                       None  
 Quote                       Other \_\_\_\_\_  
 Proposal

**Type of Contract:**  
 New (complete sections below)  
 Renewal (no need to complete sections below)  
 Modification (no need to complete sections below)

**Type of Contract:**

**Goods and Services - If Not Using Bid or Proposal, Mark Exemption:**  
 Under \$10,000                                       Equipment Maintenance  
 Under \$50,000 for Quotes                                       Office Supplies  
 Under \$150,000 & Approval from Board for Quotes                                       Used Vehicles  
 Sole Source                                       State Purchasing  
 Contract with Public Agency                                       Other \_\_\_\_\_

**Public Improvement - If Not Using Bid, Mark Exemption:**  
 Under \$5,000                                       Alternative Contracting Method Approved by Board  
 Under \$50,000 for Quotes                                       Other \_\_\_\_\_  
 Under \$100,000 & Not a Transportation Project for Quotes

**Personal Services Contract - If Not Using Proposal, Mark Exemption:**  
 Under \$50,000  
 Under \$150,000 & Approval from Board

Will project be reported to Bureau of Labor for Prevailing Wages under ORS 279C.800?  Yes  No  
 Certificate of insurance required?  Yes  No  
 Form of contract:  Oral  Written (attach the written contract)

Date Approved by BOC: 11/27/18                                      Reviewed by Counsel: NJ  
*Wanda Jones*

**THIRD AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE  
SERVICES AT COOS COUNTY, OREGON**

This Third Amendment, effective December 1, 2018 (this "Amendment"), to the Agreement for Inmate Health Care Services, effective September 1, 2016 (the "Agreement"), is by and between the County of Coos, a political subdivision of the State of Oregon (hereinafter, "County") and Correct Care Solutions, LLC (hereinafter, "CCS").

**WHEREAS**, the Parties wish to incorporate certain language relative to deductions for alternate staffing and staffing shortfalls; and

**WHEREAS**, in accordance with Section 11.15, the Parties desire to amend the Agreement and 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 ARTICLE VIII, SECTION 8 OF THE AGREEMENT.** The Agreement shall be amended by adding the following language as Section 8.2:
  - 8.2 **MONTHLY STAFFING RECONCILIATION.** If in any calendar month CCS fails, after making reasonable efforts, to provide or arrange for the provision of the Health Care Staff as set forth in Exhibit A, CCS shall reconcile the understaffing as follows:
    - 8.2.1 In the month immediately following any understaffing, CCS shall provide a credit reflecting reconciliation in the following amounts: (a) for any and all hours that are left completely unstaffed, CCS shall issue a credit for all unpaid wages that would have been paid to the relevant positions; (b) for any and all RN hours covered by an EMT/CMA, CCS shall issue a credit for the difference between the relevant RN's salary and the replacement EMT/CMA's salary actually paid. The total credit under this Section shall be the sum all credits under (a) and (b) multiplied by 1.2 calculated on a monthly aggregate basis.
    - 8.2.2 Along with any invoice required under section 8.2.1, CCS shall provide County with information reasonably necessary to indicate how CCS calculated the credit amounts thereunder.
3. **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 circumstance 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.

4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
5. **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 AND ACCEPTED AS STATED ABOVE:**

**COOS COUNTY, OREGON**

**CORRECT CARE SOLUTIONS, LLC**

By: Robert "Bob" Main  
Name: Robert "Bob" Main  
Title: Board Chair  
Date: 11/27/18

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

term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

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**AGREED AND ACCEPTED AS STATED ABOVE:**

**COOS COUNTY, OREGON**

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

**CORRECT CARE SOLUTIONS, LLC**

By: Cindy Watson  
Name: Cindy Watson  
Title: COO - Local Gov't Healthcare  
Date: 11/27/18