

**Coos County Filing Cover Sheet**

06/27/2018 8:43:18 AM

TO:	Coos County Clerk's Office
FROM:	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	<input type="checkbox"/>	Orders and/or Resolutions
<input type="checkbox"/>	Board of Commissioners	<input type="checkbox"/>	Payroll Resolutions
<input type="checkbox"/>	BoPTA	<input type="checkbox"/>	Registry of Offices
<input checked="" type="checkbox"/>	Contracts & Agreements	<input type="checkbox"/>	Special District Budget
<input type="checkbox"/>	County Budget	<input type="checkbox"/>	Special District Formations, Annexations, Dissolutions, Election Results
<input type="checkbox"/>	County Code	<input type="checkbox"/>	Vacation Proceedings

**INDEXING INFORMATION****Affected Parties Names:**

Correct Care Solutions, LLC  
Sheriff's Dept. & BOC

**Subject of Document :** (brief description - minutes, contract, order, etc.)

Second Amendment to Agreement (CJ2016-0005989)

**Resolution or Order #:**

n/a

**Document Remarks:**

amend Section 8.0 Annual Amount/Monthly Payments and Section 8.1.1 Adjustment

**Date of Meeting or of Document:**

Signed by Sheriff 6/26/18

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

Table with 4 columns: 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 Svs. 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.

- Checkboxes for New, Renewal, Modification, Automatic Renewal, Will unemployment cost be incurred, Staff Requirements (New, Existing, Subcontract)

PUBLIC CONTRACTING INFORMATION

- Method of Selection: Bid, Quote, Proposal, None, Other
Type of Contract: New, Renewal, Modification

- Type of Contract: Goods and Services, Public Improvement, Personal Services Contract with various exemption options

Will project be reported to Bureau of Labor for Prevailing Wages under ORS 279C.800? Certificate of insurance required? Form of contract: Oral, Written

Date Approved by BOC: 6/26/18 Reviewed by Counsel: NJ

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

This Second Amendment, effective July 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 Agreement automatically renews on July 1<sup>st</sup> of each year pursuant to Section 9.0;

**WHEREAS**, the Parties agree to increase compensation for each successive year pursuant to Section 9.0.1;

**WHEREAS**, on or around February 27, 2018, the County increased the base ADP from 49 to 98; 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 SECTION 8.0 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.0 in its entirety and inserting the following language in lieu thereof:

8.0           **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base amount to be paid by the County to CCS under this Agreement is \$631,120.20 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal \$52,593.35, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid by COUNTY to CCS on or before the 1<sup>st</sup> day of the month of service.

3. **AMENDMENT TO SECTION 8.1.1 OF THE AGREEMENT.** The agreement shall be amended by deleting Section 8.1.1 in its entirety and inserting the following language in lieu thereof:

8.1.1           **ADJUSTMENT FOR MADP.** For each month reconciled, if the JAIL's MADP is greater than 98 INMATES/DETAINEES, the compensation payable to CCS by the COUNTY shall be increased by the number of INMATES/DETAINEES over 98 at the per diem rate of \$1.12.

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 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.
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 AND ACCEPTED AS STATED ABOVE:**

Coos County, Oregon

By: 

Name: CRAIG ZANNI

Title: SHERIFF

Date: 06/26/18

Correct Care Solutions, LLC

By: 

Name: Brad Dunbar

Title: Executive Vice President

Date: June 19, 2018