



Contract Number
21-204 A-2

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Liberty Healthcare of California, Inc.
Contractor Representative	Ken Carabello
Telephone Number	(310) 584-1581
Contract Term	03/01/2021 through 06/30/2024
Original Contract Amount	\$21,283,119.46
Amendment Amount	\$ 2,878,948.80
Total Contract Amount	\$24,162,068.26
Cost Center	4424501000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 2

Effective December 19, 2023, Contract No. 21-204 with Liberty Healthcare of California, Inc., to provide licensed clinical personnel to provide services needed to help the County carryout what is necessary to meet the terms of the County's contract with the California Department of State Hospitals (DSH) (State Agreement No. 20-79018-000), to administer a Jail Based Competency Treatment (JBCT) Program at the County's West Valley Detention Center for services to Patient Inmates is amended as follows:

1. By replacing in its entirety, Section D. TERM OF CONTRACT, with the following to extend the contract's term by six months:

D. TERM OF CONTRACT

This Contract is effective as of March 1, 2021 and expires June 30, 2024. The County has the option to renew the contract for one additional one-year term. The pricing for the services may be negotiated by the parties at each renewal term. Either party may terminate this Contract, with or without cause, upon written notice to the other party, such termination shall take effect thirty (30) days after receipt of written notice.

2. By replacing in their entirety, the listed subsections in Section F. FISCAL PROVISIONS, with the new sections listed as follows:

F.1 The maximum amount of payment under this Contract shall not exceed \$22,070,092.52 for services rendered, or \$24,966 per calendar day for one-hundred forty-six (146) beds from March 1, 2021 through August 31, 2022 (146 beds x \$171 x 549 days = \$13,706,334); and \$12,320 per calendar day for sixty-four (64) beds from September 1, 2022 through June 30, 2023 (64 beds x \$192.50 x 303 days = \$3,732,960); and \$12,654.72 per calendar day for sixty-four (64) beds from

July 1, 2023 through December 31, 2023 (64 beds x \$197.73 x 184 days = \$2,328,468.48); and \$12,654.72 per calendar day for sixty-four (64) beds from January 1, 2024 through June 30, 2024 (64 beds x \$197.73 x 182 days = \$2,303,159.04) and pursuant to this Contract regardless of actual census, and shall be subject to availability of funds to the County, and subject to Section F.2 below. The consideration to be paid to Liberty, as provided herein, shall be in full payment for all Liberty's services and expenses incurred in the performance hereof, including salaries, compensation for labor-related expenses for all personnel provided under this Contract, including but not limited to worker's compensation, travel and per diem.

F.2 As of September 1, 2022, the County may expand the number of beds only up to an additional sixteen (16) beds after written notice to Liberty and sufficient time for Liberty to provide additional staffing. The maximum amount of payment under this Agreement for up to sixteen (16) additional beds shall not exceed \$2,091,146.88 as follows: from September 1, 2022 through June 30, 2023, the County will pay Liberty at a rate of one hundred ninety-two dollars and fifty cents (\$192.50) per calendar day for each bed added, and occupied, to be paid on a monthly basis and shall increase the maximum amount of payment under this Agreement up to \$933,240 (\$192.50 x 16 beds x 303 days); from July 1, 2023 through December 31, 2023, the County will pay Liberty at a rate of one hundred ninety-seven dollars and seventy-three cents (\$197.73) per calendar day for each bed added, and occupied, to be paid on a monthly basis and shall increase the maximum amount of payment under this Agreement up to \$582,117.12 (\$197.73 x 16 beds x 184 days); from January 1, 2024 through June 30, 2024, the County will pay Liberty at a rate of one hundred ninety-seven dollars and seventy-three cents (\$197.73) per calendar day for each bed added, and occupied, to be paid on a monthly basis and shall increase the maximum amount of payment under this Agreement up to \$575,789.76 (\$197.73 x 16 beds x 182 days).

Except as amended, all other terms and conditions of the Contract remain as stated therein.

Signatures on the next page.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Liberty Healthcare of California, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Thomas McParland
(Print or type name of person signing contract)

Title Assistant Treasurer
(Print or Type)

Dated: _____

Address 401 E. City Avenue, Ste. 820
Bala Cynwyd, PA 19004

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Grace B. Parsons, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date _____



ATTACHMENT B

Senate Bill 1439

Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Liberty Healthcare of California, Inc.

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:
N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.