

AGREEMENT FOR SERVICES #2989  
AMENDMENT II  
Detention Facilities Inmate Healthcare

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This Amendment II to that Agreement for Services #2989, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California Forensic Medical Group, Inc., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 3911 Sorrento Valley Blvd, STE 130, San Diego, CA 92121; (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide medical services defined as physical healthcare, mental healthcare, and dental care for all Inmates of County's Detention Facilities, in accordance with Agreement for Services #2989, dated December 18, 2018, and Amendment I, dated November 5, 2019, incorporated herein and made by reference a part hereof;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Scope of Services; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, the parties hereto have mutually agreed to increase the Annual Rate of the Calendar Year 2023 by the sum of one hundred fifteen thousand, six hundred twenty three dollars (\$115,623) of said Agreement, with half to be applied January 1, 2023 and the remainder to be applied July 1, 2023 after the 3.6% annual Base Rate increase, hereby amending **Article IV "Compensation for Services;"**

**WHEREAS**, the parties hereto have mutually agreed to amend **Article VIII "Contractor to County," Article X "Independent Contractor," and Article XXI "Nondiscrimination;"**

**WHEREAS**, the parties hereto have mutually agreed to add **Article XXXV "Executive Order N-6-22 – Russia Sanctions" and Article XXXVI "Electronic Signatures";** and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #2989 shall be amended a second time as follows:

1) Article IV shall be amended in its entirety to read as follows:

**ARTICLE IV**

**Compensation for Services:**

**A. Not-to-Exceed:**

The Not-to-Exceed amount for the period January 1, 2019, through June 30, 2022, shall be:

\* 2019/2020 reduced by \$87,154.00 due to Placerville Juvenile Hall closure.

Table A

<b>Item</b>	<b>Jan. 01 – June 30 2019</b>	<b>July 01 – June 30 2019/2020</b>	<b>July 01 – June 30 2020/2021</b>	<b>July 01 – June 30 2021/2022</b>
Adult Facilities Base Rate	\$1,702,863.01	\$3,528,332.15	\$3,655,352.11	\$3,786,944.78
Juvenile Facility Base Rate / including weekends	\$301,983.19	* \$538,555.17	\$557,943.16	\$578,029.11
Estimated Reimbursement for use of PPO Plan (Inmate/Youth hospitalizations)	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00
Estimated Per Diem payment per day, per Inmate/Youth over agreed upon base ADP	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Psychiatric and Medical Hospital Admission Overruns	Not Limited	Not Limited	Not Limited	Not Limited
<b>Total Amounts</b>	<b>\$2,008,346.20</b>	<b>\$4,073,887.32</b>	<b>\$4,220,295.26</b>	<b>\$4,371,973.89</b>
Daily Per Diem	\$4.23	\$4.35	\$4.51	\$4.67

A 3.6% increase of Base Rates and Daily Per Diem rate is adjusted on July 1st of each fiscal year.

**B. Base Rate Annual Adjustment:**

The base payment rates and Per Diem rate shall be adjusted on July 1st of each fiscal year following the first year of this Agreement, by a 3.6% increase resulting in annual not to exceed amounts as follows:

\* Calendar Year 2023 increased by \$115,623.00 effective January 01, 2023, due to Compensation Adjustment – Staffing Crisis. Half is to be applied January 1, 2023, and the remainder is to be applied July 1, 2023, after the 3.6% annual Base Rate increase.

Annual Rate Adjustment for remainder of Agreement:

Table B

<b>Annual Rate Adjustment</b>	<b>July 01 – Dec. 31, 2022 2022/2023</b>	<b>Jan. 01 – June 30, 2023 2022/2023</b>	<b>July 01 – Dec. 31 2023</b>
Adult Facilities Base Rate	\$1,961,637.40	\$2,016,703.40	\$2,115,846.53
Juvenile Facility Base Rate / including weekends	\$299,419.08	\$302,164.58	\$314,365.84
Estimated Reimbursement for use of PPO Plan (Inmate/Youth hospitalizations)	\$2,500.00	\$2,500.00	\$2,500.00
Estimated Per Diem payment per day, per Inmate/Youth over agreed upon base ADP	\$1,000.00	\$1,000.00	\$1,000.00
Psychiatric and Medical Hospital Admission Overruns	Not Limited	Not Limited	Not Limited
<b>Total Amounts</b>	<b>\$2,264,556.48</b>	<b>\$2,322,367.98</b>	<b>\$2,433,712.37</b>
Daily Per Diem	\$4.84	\$4.84	\$5.01

**C. Contractor Financial Liability Limits**

Base Rates and Per Diem rates payments shall be considered all-inclusive reimbursement for services provided under Article III titled “Service Provisions,” except as noted in Contractor Financial Liability Limits below:

1. Psychiatric or Medical Hospital Admission	Limited to \$20,000 per Inmate or Youth per episode.
2. Out of County Inmate or Youths Psychiatric or Medical Hospital Admission	Limited to \$20,000 per Inmate or Youth per episode. See below for Additional liability limit information (Section D).
3. Human Immunodeficiency Virus (HIV) or Autoimmune Deficiency Syndrome (AIDS) Pharmaceutical:	Limited to \$10,000.00 aggregate cost each fiscal year. Documentation requirements list below (Section E)

**D. Contractor Reimbursement over Liability Limits**

- 1) As the designated Health Authority for the County of El Dorado Adult and Juvenile Facilities, Contractor shall ensure all Inmate, or Youth Psychiatric, or Medical hospitalization charges are paid pursuant to California Penal Code 4011.
- 2) Except for those services covered under Medi-Cal, Contractor’s financial liability for medical or psychiatric inpatient episodes is limited to \$20,000.00 per episode per Inmate or Youth. Such episodes are defined as “post admission” to a medical or psychiatric facility. Contractor shall be responsible for all costs not covered by Medi-Cal, up to \$20,000 per inpatient episode, per Inmate or Youth. Costs above this limitation are to be borne by the County. In the event Contractor pays in excess of \$20,000.00 for an inpatient episode, Contractor shall invoice County for the amount in excess of their \$20,000.00 liability and County shall reimburse Contractor that amount.
- 3) The County is responsible for payment of medical care provided to detained persons pursuant to California Penal Code Section 4011 and CCR Title 15.
- 4) The annual cost of medical care overruns cannot be anticipated, and as such, is not included in the Base Rate.

**E. Invoices:**

- 1) Base Rate Invoices: Contractor shall invoice for Base Rates on a monthly basis in increments of one-twelfth (1/12) of the total twelve (12) month Base Rate amount as adjusted for each respective contract year or as subsequently amended.

Contractor shall submit invoices to County for Base Rate payments by the first of the month preceding the month in which services are to be provided. For example, Contractor shall submit an invoice by January 1 for services that will be provided during the month of February.

Monthly Base Rates are established using the Average Daily Population (ADP) statistics maintained by the Facilities and reported to Contractor by the Facilities. For the purpose of this Agreement, the base total ADP for all Facilities is 426. The ADP is averaged for each quarter; for any quarter that exceeds the base ADP, a Per Diem charge shall be calculated and invoiced by Contractor.

- 2) Per Diem Invoices: A quarterly Per Diem charge, as adjusted for each respective contract year or as subsequently amended, will be paid for a combined quarterly average Inmate and Youth population for all facilities in excess of 426. If the population exceeds the base ADP by more than fifteen percent (15%) for more than two (2) consecutive quarters and additional staffing is required, the cost for additional staff will be negotiated separately.

Per Diem payments, if any, shall be billed separately by Contractor on a quarterly basis. Payments to Contractor shall be made by County within forty-five (45) days following County’s receipt and approval of original itemized invoice(s) identifying the period being billed and shall be in accordance with the total Not-to-Exceed amounts as described herein.

Sample Calculation of Quarterly per Diem:

Month	Average Daily Population (ADP)	ADP by Quarter	Agreed upon ADP Baseline	Variance from Baseline	Per Diem Rate	# of days in Quarter	Per Diem Charge
July	469						
August	468						
Sept	472						
	Quarter 1	470	426	44	\$4.23	92	\$17,123.04
October	399						
November	437						
December	421						
	Quarter 2	419	426	(7)	N/A - below baseline		\$0.00

- 3) Overrun invoices: Contractor shall submit invoices for Overruns, if any, for amounts paid by Contractor over Contractor Financial Liability Limit with regularly submitted Monthly Base Rate invoices. Contractor shall submit documentation supporting amounts exceeding Contractor Financial Liability Limit with Overrun invoice. Failure to provide supporting documentation may result in a delay in processing payment.

- F. **Out of County Inmates or Youths:** For Inmates or Youths being held by County on behalf of another governmental agency, Contractor's financial liability of \$20,000 for inpatient episodes may be waived by County on a case-by-case basis provided County has a written contractual agreement in place with said governmental agency requiring that agency to pay all costs associated with medical or psychiatric inpatient episodes for such an Inmate or Youth held at a facility. Absent such agreement, Contractor's financial liability of \$20,000 per Inmate or Youth, per episode, shall apply. Contractor shall identify any Inmates who are the responsibility of another County and provide those invoices to the County of El Dorado Sheriff's Office, with a copy to the Health and Human Services Agency Financial Unit, for submission to the County of origin for payment.

Contractor shall provide third party payer information to off-site medical or psychiatric providers when such information is available. Once the provider has exhausted attempts at collection, such costs shall become the responsibility of Contractor.

- G. **Human Immunodeficiency Virus (HIV) or Autoimmune Deficiency Syndrome (AIDS) Pharmaceutical Limit:** Contractor's financial liability for HIV or AIDS medications is limited to \$10,000.00 aggregate cost each fiscal year of this Agreement. In the event Contractor reaches the maximum obligation of \$10,000 for HIV or AIDS medications, Contractor shall invoice County for the amount in excess of their \$10,000 liability and County shall reimburse Contractor that amount. Prior to invoicing County for HIV or AIDS medications in excess of the \$10,000 aggregate liability, Contractor shall provide itemized listing of medications paid resulting in the maximum obligation. Contractor and County agree to identify and utilize all available HIV/AIDS medication funding sources for each Inmate or Youth prior to assuming responsibility for providing said medications.

- H. **Catastrophic Insurance Claims Processing:** Contractor acknowledges County may obtain a Catastrophic Insurance Policy for medical care in the Detention Facilities and agrees to assist County in the processing of claims, including but not limited to, timely notification of County that there has been admission of an Inmate or Youth to an outside facility, and gathering of information required for submission of the claim.

- I. **Proper and Timely Notification:** Contractor acknowledges proper and timely notification requirements as stated in Article III titled "Service Provisions;" and furthermore acknowledges that lack of notification may constitute non-payment of any future charge invoiced.

2) Article VIII shall be amended in its entirety to read as follows:

#### **ARTICLE VIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

3) Article X is hereby amended to read as follows:

#### **ARTICLE X**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

4) Article XXI shall be amended in its entirety to read as follows:

## **ARTICLE XXI**

### **Nondiscrimination:**

- A) County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B) Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C) Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.



- D) **Assurance of Compliance:** Contractor shall comply with Exhibit G, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit G upon request by County.

5) Article XXXV is hereby added to read as follows:

**ARTICLE XXXV**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

6) Article XXXVI is hereby added to read as follows:

**ARTICLE XXXVI**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of that Agreement #2989 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Tasha Thompson, Captain  
Sheriff's Office

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Andrew Craven, Deputy Chief Probation Officer  
Probation Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Evelyn Schaeffer, MPA, Director  
Health and Human Services Agency

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
John D'Agostini, Sheriff  
Sheriff's Office

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Brian Richart, Chief Probation Officer  
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #2989 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- CONTRACTOR --

CALIFORNIA FORENSIC MEDICAL GROUP, INC.  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_  
Raymond Herr, M.D., President  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Cindy Watson, Chief Operating Officer

Dated: \_\_\_\_\_