

ORIGINAL

AGREEMENT FOR SERVICES 034-S1411 AMENDMENT I

This Amendment I to that Agreement 034-S1411, is made and entered into by and between 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, whose principal place of business is 2511 Garden Road, Suite A160, Monterey, CA 93940 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is Taylor Fithian, California Forensic Medical Group, Inc., 2511 Garden Road, Suite A160, Monterey, CA 93940..

RECITALS

WHEREAS, Contractor has been engaged by County to provide medical services defined as physical healthcare, mental healthcare, and dental care services for all adult inmates of County's detention facilities, and physical healthcare, certain mental healthcare and dental care services for all juvenile wards of County's detention facilities in accordance with Agreement for Services 034-S1411, dated June 25, 2013; and

WHEREAS, the parties hereto agree to amend **Article III – Compensation for Services**, and incorporate California Government Code 8546.7, thereby adding **Article XXIV – Access to Records**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 034-S1411 shall be amended a first time as follows:

1) Article III "Compensation for Services" shall be amended in its entirety as follows:

ARTICLE III

Compensation for Services: The total Not-to-Exceed amount for the period July 1, 2013 through June 30, 2014 shall be as defined below. 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 the percentage increase of the medical index of the CPI-U San Francisco-Oakland Region from February to February and as published by the U.S. Bureau of Labor Statistics.

Category	Annual Amount
Adult Facilities Base Rate	\$2,614,242.40
Juvenile Facilities Base Rate / including weekends	\$465,250.22
Estimated Reimbursement for use of PPO Plan (Inmate hospitalizations)	\$5,000.00
Estimated Per Diem payment @\$3.47 per day per Inmate/Ward over agreed upon base ADP	\$2,000.00
Total Not-to-Exceed for term July 1, 2013 through June 30, 2014	\$3,086,492.62

Annual rate adjustment sample:

	Base Rate as of 6/30/14		*Medical CPI-u		Adjusted Not-to-Exceed
Adult Facilities	\$2,614,242.40	+	3%	=	\$2,692,669.68
Juvenile Base Rate	\$465,250.22	+	3%	=	\$479,207.73
Per Diem	\$3.47	+	3%	=	\$3.58

*This is only an example; the adjustment will be based on actual CPI-U rates published by the Bureau of Labor Statistics.

A. 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 ADP for all four 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. Preferred Provider Organization (PPO) Discount: Contractor shall provide County with access to its Preferred Provider Organization (PPO) discount. County will reimburse Contractor for any processing fees related to the use of that PPO discount, which shall not exceed \$5,000.00 annually.
3. Per Diem Invoices: A quarterly Per Diem charge of \$3.47, as adjusted for each respective contract year or as subsequently amended, will be paid for a combined quarterly average Inmate and Ward population for all facilities in excess of 426. Per Diem is intended to cover only variable costs. If the population significantly exceeds the base ADP for an extended period and additional staffing is required, the cost for additional staff must 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) on a monthly basis	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	\$3.47	92	\$14,046.56
October	399						
November	437						
December	421						
	Quarter 2	419	426	(7)	N/A - below baseline		\$0.00

B. Hospital Financial Liability: Contractor shall pay for all required hospitalizations of Inmates and Wards who, after booking and medical clearance, have been physically placed in an Adult or Juvenile Facility. As the designated Health Authority for the County of El Dorado Adult and Juvenile Facilities, Contractor shall ensure hospital charges are paid pursuant to California Penal Code 4011.10 (b) which states, "Notwithstanding any other provision of law, a county sheriff, police chief or other public agency that contracts for emergency health services, may contract with providers of emergency health care services for care to local law enforcement patients. Hospitals that do not contract with the county sheriff, police chief, or other public agency that contracts for emergency health care services shall provide emergency health care services to local law enforcement patients at a rate equal to 110 percent (110%) of the hospital's actual costs according to the most recent Hospital Annual Financial Data report issued by the Office of Statewide Health Planning and Development, as calculated using a cost-to-charge ratio."

Contractor's financial liability for medical or psychiatric inpatient episodes is limited to \$20,000.00 per episode per Inmate or Ward. Such episodes are defined as "post admission" to a medical or psychiatric facility. In the event Contractor pays in excess of \$20,000 for an inpatient episode, Contractor shall invoice County for the amount in excess of their \$20,000 liability and County shall reimburse Contractor that amount.

C. Out of County Inmates/Wards: For Inmates or Wards 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 Ward held at a facility. Absent such agreement, Contractor's financial liability of \$20,000 per Inmate or Ward, 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 all reasonable

attempts at collection, such costs shall become the responsibility of Contractor.

- D. **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 Ward prior to assuming responsibility for providing said medications.
- E. **Catastrophic Insurance Claims Processing:** Contractor acknowledges County may obtain a Catastrophic Insurance Policy for medical care in the jail, 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 Ward to an outside facility, and gathering of information required for submission of the claim.


2) Article XXVIV “Access to Records” shall be added:

ARTICLE XXVIV

Access to Records: Contractor shall provide access to Federal, State, or County authorities to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audits by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain for a period of at least three years or for any longer period required by law after final payment under this specific Agreement, all books, documents, papers, and records necessary to demonstrate performance under the Agreement.

Except as herein amended, all other parts and sections of that Agreement 034-S1411 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  _____ Dated: 9/3/13 _____
Chris Weston, Program Manager II
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 10/7/2015
Don Ashton, M.P.A., Interim Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 034-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
A CALIFORNIA CORPORATION

By: _____ Dated: _____
Taylor Fithian, M.D., President
"Contractor"

By: _____ Dated: _____
Elaine Hustedt, Corporate Secretary

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