

ORIGINAL

AGREEMENT FOR SERVICES #76 (034-S1411)
AMENDMENT VI
Medical Services for County Detention Facilities

This Amendment VI to that Agreement for Services #034-S1411, is 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 2511 Garden Road, Suite A160, Monterey, CA 93940, and whose Agent for Service of Process is Kip Hallman, 3911 Sorrento Valley Boulevard, 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 adult inmates of County's detention facilities and physical healthcare, certain mental healthcare, and dental care for all juvenile wards of County's detention facilities, in accordance with Agreement for Services #034-S1411, dated July 25, 2013, Amendment I to that Agreement dated October 29, 2013, Amendment II to that Agreement dated August 12, 2014, Amendment III to that Agreement dated September 15, 2015, Amendment IV to that Agreement dated June 9, 2016, and Amendment V to that Agreement dated November 6, 2017; incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article II – Term**, and **Article III – Compensation for Services**;

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

- 1) **Article II – Term** shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final signature and shall cover July 1, 2013 through December 31, 2018 unless earlier terminated pursuant to the Article titled "Default, Termination, and Cancellation."

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- 2) **Article III – Compensation for Services** shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: The initial annual compensation was set at \$3,086,492.62 for the Fiscal Year July 1, 2013 through June 30, 2014. The contract provided that an annual adjustment of the base rates and per diem rates would be made on July 1st of each fiscal year 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.

Because this index is no longer available, the parties have mutually agreed that the annual increase commencing upon execution of Amendment 3, and every July for the remainder of the contract, shall be 3.6%, resulting in annual not-to-exceed amounts for July 2015 through June 30, 2018 as follows:

	Upon execution of Amendment 3 -			July 1, 2018 - December 31, 2018
	July 1, 2016 - June 30, 2016	July 1, 2017 - June 30, 2017	July 1 2017 - June 30, 2018	
Adult Facilities Base Rate	\$2,864,627.22	\$2,967,753.80	\$3,074,592.94	\$1,592,639.16
Juvenile Facilities Base Rate	\$509,817.15	\$532,721.17	\$582,979.13	\$301,983.17
Add'l MH Services for Juvenile Facilities effective upon execution of Amendment 3 (rolls into Juvenile Facilities Base Rate in FY 2016-17)	\$33,350.00	\$0.00	\$0.00	\$0.00
Estimated Reimbursement for Use of PPO	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Estimated Per Diem payment (upon execution of Amendment 3 shall be \$3.80) per day per Inmate/Ward over agreed upon base ADP. Effective 7/1/18 Per Diem ADP shall be \$4.23 per day per Inmate/Ward over agreed upon base ADP.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Psychiatric and Medical Hospital Admission Overruns	\$0.00	\$0.00	\$0.00	\$0.00
Total Amounts	\$3,414,794.37	\$3,507,474.97	\$3,664,572.07	\$1,901,622.32

- A. Base Rates and Per Diem rates payments shall be considered all-inclusive reimbursement for services provided under Article I – Scope of Services, except as noted in Contractor Financial Liability Limits below:

Contractor Financial Liability Limits

1. Psychiatric or Medical Hospital Admission	Limited to \$20,000 per Inmate or Ward per episode.
2. Out of County Inmates/Wards Psychiatric or Medical Hospital Admission	Limited to \$20,000 per Inmate or Ward 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)

B. 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/Ward 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 of Ward. 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 ward. 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.

C. 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. 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.
3. 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.
4. Per Diem Invoices: Effective upon execution of Amendment 3, a quarterly Per Diem charge of \$3.80 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)	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

D. 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.

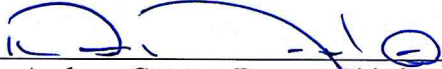
Contractor shall provide third party payer information to off-site medical or psychiatric providers when such information is available. Once the provider has exhausted all reasonable attempts at collection, such costs shall become the responsibility of Contractor.

E. 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.

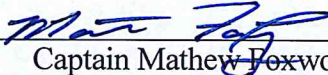
F. **Catastrophic Insurance Claims Processing:** Contractor acknowledges County may obtain a Catastrophic Insurance Policy for medical care in the jail, and agrees to assist County in the processing of claims, including but not limited to, timely notification of County that there has been admission of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

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

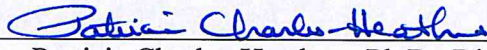
Requesting Contract Administrator Concurrence:

By:  FOD Dated: 6.13.18
Andrew Craven, Deputy Chief Probation Officer
Probation Department

Requesting Contract Administrator Concurrence:

By:  Dated: 6/13/18
Captain Mathew Foxworthy
El Dorado County Sheriff's Office

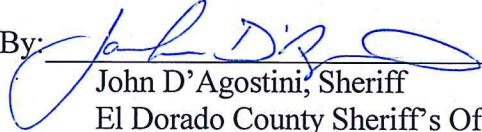
Requesting Department Head Concurrence:

By:  Dated: 6/14/18
Patricia Charles-Heathers, Ph.D., Director
Health and Human Services Agency

Requesting Department Head Concurrence:

By:  Dated: 6.13.18
Brian J. Richart, Chief Probation Officer
Probation Department


Requesting Department Head Concurrence:

By:  Dated: 6/13/18
John D'Agostini, Sheriff
El Dorado County Sheriff's Office

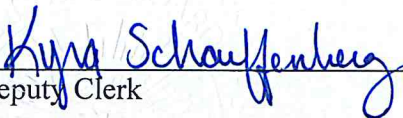
IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to that Agreement for Services #76 (034-S1411) on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 6/26/18

By: 
Michael Ranalli, Chair
Board of Supervisors
"County"

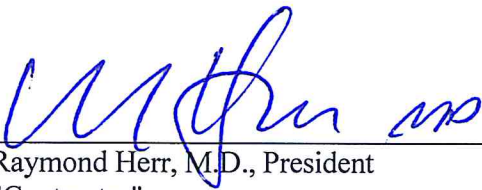
ATTEST:
James S. Mitrison,
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Dated: 6/26/18

- - CONTRACTOR - -

CALIFORNIA FORENSIC MEDICAL GROUP, INC.
A CALIFORNIA CORPORATION

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

Dated: 6/12/18

By: 
Briana Elvaiah, Chief Financial Officer

Dated: 6/12/18