

# AGREEMENT FOR SERVICES

#588-PHD0407

*with*

**CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

*regarding*

**MEDICAL SERVICES FOR DETENTION FACILITIES**

## Amendment I

**THIS AMENDMENT to that AGREEMENT** for services, #588-PHD0407, made and entered into on June 19, 2007 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, whose principal place of business is Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, CA 93940 (hereinafter referred to as "Contractor");

### W I T N E S S E T H

**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 and juvenile Wards of County's detention facilities; and

**WHEREAS**, the parties hereto have mutually agreed to modify a provision of scope of said Agreement, hereby amending **Article I, Scope of Services**; and

**WHEREAS**, the parties hereto have mutually agreed to modify compensation provisions of said Agreement, hereby amending **Article III, Compensation for Services**; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #588-PHD0407 shall be amended a first time as follows:

**ARTICLE I, Scope of Services, Section 11, Use of Space and Equipment**, shall be amended to read as follows:

County will make available to Contractor all space and use of County-owned equipment as per inventory in Exhibit C. A separate room will be provided for dental services at the Adult Facility in Placerville. Contractor shall be responsible for providing all new medical equipment which shall remain the property of Contractor. Contractor will supply required forms, and provide for contaminated medical waste pick-up.

**ARTICLE I, Scope of Services, Section 19, Reproductive Health Services**, shall be amended to read as follows:

If available and offered by PHD, Contractor may refer Inmates and Wards to PHD for reproductive health evaluation and consultation. PHD Clinic will invoice Contractor accordingly. Contractor and PHD Clinic will establish and follow appropriate procedures for services in advance. Contractor may also utilize third-party provider for such services.

**ARTICLE III, Compensation for Services, Section A, Paragraph 5, Adult Base Rate**, shall be amended to read as follows:

Effective July 1, 2007 through April 30, 2008, the base rate payment for Adult Facility services shall be \$169,600.06 per month.

Effective May 1, 2008, the base rate payment for Adult Facility services during the first year of this Agreement shall be increased to \$171,266.73 per month (\$2,038,534.05 total in FY 07/08).

**ARTICLE III, Compensation for Services, Section A, Paragraph 7, Adult Facility Services – Annual Total**, shall be amended to read as follows:

Total annual compensation for adult facility services, excluding any per diem payment, reimbursement of PPO discount fees, and reimbursement of payments over the Contractor's \$20,000.00 Hospitalization Limit, but including the current half-time bilingual medical assistant at the South Lake Tahoe Adult Facility, new Charge Nurse (RN) in the Placerville Facility, and new clerical support stationed in Placerville but supporting both Adult Facilities, shall not exceed \$2,038,534.05 in FY 07/08, as calculated in the following chart.

<u>FY 06-07 Annual Base Rate for Jail plus 5% increase</u>	+	<u>FY 07-08 New 0.8 FTE Charge Nurse</u>	+	<u>FY 07-08 New Clerical Support 0.5 FTE</u>	=	<u>Total</u>
\$1,908,612.72		\$97,548.00		\$29,040.00		\$2,035,200.72
Contractor charge to accept increase of hospitalization limit from \$15,000 to \$20,000 (\$20,000 annual base rate increase, prorated for 2 months of FY 07-08 based on effective date of May 1, 2008 per above amendment to Article III, Section A, Paragraph 5)						\$3,333.33
Total base rate in FY 07/08						<u>\$2,038,534.05</u>

**ARTICLE III, Compensation for Services, Section B, Hospitalization Limit**, shall be amended to reflect an increase in Contractor’s hospital financial liability limit from \$15,000.00 to \$20,000.00 per Inmate/Ward per episode and shall read as follows:

Contractor shall pay for all required hospitalization of Inmates and Wards who, after medical clearance and booking, have been physically placed in any Facility.

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

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.

For Inmates or Wards being held by County on behalf of another governmental agency, Contractor’s financial liability of \$20,000.00 for associated medical or psychiatric off-site services or inpatient episodes may be waived by County on a case-by-case basis if County has a formal, 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 \$20,000.00 per Inmate or Ward, per episode, will apply.

Contractor agrees to identify all Inmates and Wards referred to Marshall Medical Center, Barton Hospital, or any other local acute healthcare provider who have other third party payment capabilities at the time of transfer. Contractor and County agree to exhaust all recovery possibilities prior to such services being a responsibility of Contractor. Contractor will be responsible for payment of all monies not covered by any other source of recovery up to the limit of its financial liability.

**ARTICLE III, Compensation for Services, Section D, Annual Rate Adjustments**, shall be amended to read as follows:

The base payment rates, Juvenile Hall weekend rate and per diem rate, as described above under

Section A, Paragraph 5, Adult Base Rate, for providing services in FY 08/09 and FY 09/10 respectively, shall be adjusted on July 1<sup>st</sup> of each fiscal year by the percentage increase of the medical index of the CPI San Francisco-Oakland Region from February to February of each year.

Example - Assuming Medical CPI-u adjustment of 5.8% from February 2007 to February 2008, then the new rates for FY 08/09 would be as follows:

	<b>FY 07/08 Base Rate as of 6/30/08</b>		<b>Medical CPI-u</b>		<b>Adjusted</b>
Adult Facilities	\$171,266.73/ month	+	5.8%	=	\$181,200.20
Juvenile Facilities	\$29,876.32 / month	+	5.8%	=	\$31,609.15
Weekend Services	\$289.00 / day	+	5.8%	=	\$305.76
Per Diem	\$2.89 / day	+	5.8%	=	\$3.06

This is only an example; the actual rates for FY 08/09 and FY 09/10 will be based upon the actual published CPI-u increases.

**ARTICLE III, Compensation for Services, Section E, Compensation Process**, shall be amended to read as follows:

Contractor shall submit invoices to County for base rate payments by the first of the month preceding the month in which services will be provided. For example, Contractor shall submit an invoice by January 1 for services that will be provided during the month of February. Other reimbursable items, as detailed hereinabove under Section A, Paragraph 7, shall be invoiced on a monthly basis and paid by County in arrears. Payments to Contractor will be made by County within forty-five (45) days following County's receipt and approval of itemized, original invoice(s) identifying period being billed and shall be in accordance with the total not to exceed amounts as described hereinabove under Section A, paragraphs 4 and 7, as adjusted for each respective contract year or subsequently amended. Per diem payments, if any, will be billed separately by Contractor on a quarterly basis. Invoices for base rate payments and per diem charges shall be submitted to PHD.

Fees related to Juvenile Facility weekend visits shall be based on actual activity (actual services provided) and not by formula or other method of estimation. Contractor shall submit supporting documentation to County along with invoices for weekend services. Payments to Contractor will be made by County within forty-five (45) days following the County's receipt and approval of such invoices.

Except as herein amended, all other parts and sections of that Agreement, #588-PHD0407, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #588-PHD0407 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**DEPARTMENT HEAD CONCURRENCE**

By: \_\_\_\_\_  
Gayle Erbe-Hamlin, Director  
Public Health Department

Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Taylor Fithian, M.D., President  
California Forensic Medical Group, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elaine Hustedt, Corporate Secretary  
California Forensic Medical Group, Inc.

Date: \_\_\_\_\_

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Rusty Dupray, Chairman  
El Dorado County Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**  
**Cindy Keck, Clerk**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Deputy Clerk**