



# RESOLUTION No. 17-542

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTRACT WITH THE CALIFORNIA FORENSIC MEDICAL GROUP, INC. FOR INMATE MEDICAL SERVICES, TO ADDRESS COMPENSATION FOR SERVICES THAT ARE COVERED BY THE MEDI-CAL COUNTY INMATE PROGRAM AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT

WHEREAS, the County entered into a three year Renewal Personal Services Contract on January 1, 2016, with California Forensic Medical Group, Inc. for inmate medical and dental services at the adult and juvenile correctional facilities in Nevada County for the period beginning January 1, 2016, and ending January 30, 2019 (Resolution 16-046); and

WHEREAS, the County has elected to participate in the State Department of Healthcare Services Medi-Cal County Inmate Program (“MCIP”); and

WHEREAS, the MCIP program allows claiming Medi-Cal Funds for services for which the County was previously responsible, resulting in potential savings to the County; and

WHEREAS, the County and California Forensic Medical Group, Inc. now desire to amend the contract to address compensation for services that are covered by the Medi-Cal County Inmate Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, that Amendment No. 1 to the Personal Services Contract by and between the County of Nevada and California Forensic Medical Group, Inc. to address compensation for services that are covered by the Medi-Cal County Inmate Program, be and hereby is approved in the form attached hereto, and the Chair of the Board of Supervisors is hereby authorized to execute the Amendment.

Funding: 0101 20302 153 5262/530800, project code 15300000 Medical Care Services.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 7th day of November, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

11/07/2017 cc: Sheriff\*  
AC\* (Hold)

1/29/2018 cc: Sheriff\*  
AC\* (Release)  
CFMG, Inc.

**AMENDMENT No. 1 TO PERSONAL SERVICES CONTRACT WITH  
California Forensic Medical Group, Inc.**

**THIS AMENDMENT** is executed this 7th day of November, 2017 by and between California Forensic Medical Group, Inc. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled "Medical, mental health and dental services to the adult and juvenile correctional facilities in Nevada County" executed on January 26, 2016 by Resolution No. 16-046.

WHEREAS, County of Nevada ("COUNTY") has elected to participate in the State Department of Healthcare Services Medi-Cal County Inmate Program ("MCIP"); and

WHEREAS, the MCIP program allows claiming Medi-Cal Funds for services for which the County was previously responsible, resulting in potential savings to the County; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the CONTRACT to address compensation for services that are covered by the MCIP.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of November 7, 2017.
2. That Exhibit "A" shall be amended by adding the following language at the end of the section titled Hospital Services :

COUNTY shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in MCIP and, with respect to inmates who are so eligible, shall assist the inmates with enrollment to the extent such assistance is legally permissible.

CONTRACTOR and COUNTY will coordinate to facilitate MCIP eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.

CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide COUNTY and/or COUNTY-designated third-party billing contractor with all documentation that may be required to facilitate claiming of or reimbursement for the cost of Medi-Cal covered services by the COUNTY.

CONTRACTOR shall notify the COUNTY of any inmate who may have a hospital stay longer than 24 hours. COUNTY will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. CONTRACTOR will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

COUNTY agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CONTRACTOR and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services.

Notwithstanding anything to the contrary contained herein, COUNTY expressly releases CONTRACTOR from any financial liability for health care items and services provided to an inmate where such items are covered by Medi-Cal and provided to an

inmate who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided.

To the extent health care items and services provided to an inmate are not covered by Medi-Cal, or in the event the MCIP program funds are no longer available to COUNTY for any reason, CONTRACTOR is financially responsible for payment pursuant to Exhibit B of CONTRACT.

Because of COUNTY'S participation in MCIP, COUNTY and CONTRACTOR acknowledge there is a net reduction in CONTRACTOR'S liability for medical treatment costs for individual inmate inpatient episodes. Accordingly, COUNTY and CONTRACTOR agree CONTRACTOR will reimburse Annual MCIP Administrative Services share paid to DHCS, and pay the Quarterly non-federal share that will be invoiced from DHCS along with the paid claim analysis. CONTRACTOR will also reimburse COUNTY 85% of the reduced liability (i.e., savings) that CONTRACTOR will realize for each individual inpatient episode which shall be paid by CONTRACTOR to COUNTY; CONTRACTOR shall be allowed to retain the remaining 15% of the savings realized.

CONTRACTOR agrees to provide COUNTY accounting of inpatient costs not covered by MCIP but paid by CONTRACTOR to the Jail Commander by October 1<sup>st</sup> of every calendar year for the prior fiscal year.

3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

CONTRACTOR:

By:   
Hon. Hank Weston Edward Scofield  
Chair, Board of Supervisors


By:   
Briana Elvaiah  
Chief Financial Officer, CMGC

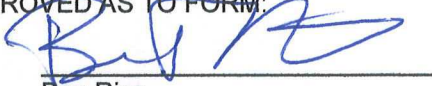
ATTEST:

By:   
Julie Patterson-Hunter  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
Alison A. Barratt-Green  
County Counsel

By:   
Ben Rice,  
General Counsel, CMGC