

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment II", is made and entered into this 6th day of December, 2016, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CORIZON HEALTH, INC.**, a Delaware for-profit corporation, whose address is 103 Powell Court, Brentwood, Tennessee 37027, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. 14-118, effective June 23, 2014, and COUNTY Amendment No. 14-118-1 effective July 14, 2015, hereinafter collectively referred to as the "Agreement," whereby CONTRACTOR agreed to provide medical and behavioral health care services to the adult inmates detained in COUNTY Sheriff's Office ("SHERIFF") Adult Detention Facilities ("JAIL") and juvenile wards detained in COUNTY Probation Department ("PROBATION") Juvenile Justice Campus ("JJC"), hereinafter collectively referred to as COUNTY's Detention Facilities for the COUNTY's Department of Public Health (DPH) and the COUNTY's Department of Behavioral Health (DBH); and

WHEREAS the parties now desire to amend the Agreement to reflect CONTRACTOR's continuing compliance with the Remedial Plan as a result of *Hall, et. al. v. County of Fresno*, Case No. 1:11-CV-02047-LJO-BAM (E.D. Cal. January 25, 2012), and adjustments to compensation to account for the Medi-Cal County Inmate Program (MCIP) regarding changes as stated below.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement shall be extended for an additional one-year period from July 1, 2017 through and including June 30, 2018 (hereinafter the "Extension Period") upon the same terms and conditions as set forth in existing COUNTY Agreement No. 14-118. Parties agree that the 3.3% increase, as contemplated in Section 5.A.4. of the Agreement, shall apply to the Extension Period.

2. As used herein, "Medi-Cal Covered Inpatient Hospitalization Services" are defined as inpatient hospital care off the jail grounds for an expected period of 24 hours or longer provided to a patient who would be deemed Medi-Cal eligible as determined by the Department of Social Services (DSS) as of the date of this Amendment except for his/her incarceration status that is or is anticipated

1 as determined by DSS as of the date of this Amendment to become reimbursable by the Department of
2 Health Care Services (DHCS) through the Medi-Cal County Inmate Program (MCIP) retrospective or
3 prospective payment systems.

4 3. That the following shall be added to existing COUNTY Agreement No. 14-118, Exhibit
5 A2, Page Three (3) after the word "CONTRACTOR," and shall be effective retroactively to January 1,
6 2015:

7 "17. Cost of Medi-Cal Covered Inpatient Hospitalization Services are not the financial
8 responsibility of the CONTRACTOR, provided the CONTRACTOR complies in full with the
9 provisions of Amendment II to existing COUNTY Agreement No. 14-118, including, but not limited to
10 the CONTRACTOR's obligation to pay to COUNTY an amount sufficient to pay all provider bills for
11 such services at a rate of 110% of cost pursuant to the terms contained in Paragraphs Five (5), Six (6),
12 and Seven (7) of Amendment II."

13 4. That the existing COUNTY Agreement No. 14-118, Section 5.E. beginning on Page
14 Twenty-Four (24), Line Twenty-Six (26) with the letter "E" and ending on Page Twenty-Five (25),
15 Line Twelve (12) with the word "laws" be deleted and the following inserted in its place, and shall be
16 effective retroactively to January 1, 2015:

17 "E. Affordable Care Act

18 Parties acknowledge and agree that cost of Medi-Cal Covered Inpatient Hospitalization
19 Services are not the financial responsibility of the CONTRACTOR and is hereby specifically excluded
20 from the scope of work within the Agreement, provided the CONTRACTOR complies in full with the
21 provisions of Amendment II to existing COUNTY Agreement No. 14-118, including, but not limited to
22 the CONTRACTOR's obligation to pay COUNTY an amount sufficient to pay all provider bills for
23 such services at a rate of 110% of cost pursuant to the terms contained in Paragraphs Five (5), Six (6),
24 and Seven (7) of Amendment II.

25 Notwithstanding the foregoing, the CONTRACTOR shall manage the clinical process
26 and adjudicate claims on behalf of the COUNTY. The COUNTY retains sole responsibility for the
27 enrollment of inmates into Medi-Cal County Inmate Program (MCIP) and hereby agrees to timely and
28 properly enroll all inmates who receive Medi-Cal Covered Inpatient Hospitalization Services. It is

1 CONTRACTOR's responsibility to promptly notify County of an inmate's admission as an inpatient.
2 If the COUNTY is not notified timely, the CONTRACTOR may be responsible for the costs of
3 inpatient services."

4 5. Effective retroactively to January 1, 2015, Parties acknowledge and agree that
5 the total value of the Base Compensation, as defined in Section 5.A. of existing COUNTY Agreement
6 No. 14-118; Additional Payments for Emergency, Inpatient Hospitalization, and Outpatient Specialty
7 Care Services, as defined in Section 5.B of existing COUNTY Agreement No. 14-118; and Additional
8 Payments for Remedial Plan, as defined in Section 3.C. of existing COUNTY Agreement No. 14-118
9 shall remain unchanged. CONTRACTOR acknowledges that it remains responsible for all Emergency,
10 Inpatient Hospitalization and Outpatient Specialty Care Services as defined in Section 5.B. of existing
11 COUNTY Agreement No. 14-118; and Additional Payments for Remedial Plan, as defined in Section
12 3.C. of existing COUNTY Agreement No. 14-118 for inmates that are not Medi-Cal Covered Inpatient
13 Hospitalization Services and agrees it will pay all such bills from providers incurred from the effective
14 date of this Amendment in a timely manner and in the amount agreed to by CONTRACTOR and the
15 providers. The provisions of this paragraph are expressly contingent upon the performance by
16 CONTRACTOR of the terms and conditions contained in this Amendment.

17 6. CONTRACTOR hereby agrees to give the COUNTY a refund equal to 110% of
18 actual cost of unpaid Medi-Cal Covered Inpatient Hospitalization Services including all medical
19 services provided during the inpatient hospitalization, that are eligible charges under the terms of any
20 applicable agreement between the CONTRACTOR and the providers with dates of service between
21 January 1, 2015 and September 30, 2016 (hereinafter "Refunded Services").

22 Payment for Refunded Services will be made directly by the COUNTY to
23 provider. CONTRACTOR shall make the refund payment as follows: (i) A payment of Three Million,
24 Four Hundred Thousand (\$3,400,000) dollars immediately from CONTRACTOR to COUNTY upon
25 execution of this Amendment II, but in any event, no later than December 30, 2016; and (ii)
26 CONTRACTOR shall pay the remaining balance of Refunded Services to COUNTY at 110% of cost in
27 three (3) separate additional payments of one-third (1/3) the total remaining balance of Refunded
28 Services by the 5th day of each month of March, April and May of 2017. The COUNTY agrees that at

1 least Three Million (\$3,000,000) dollars of the initial payment of Three Million, Four Hundred
2 Thousand (\$3,400,000) dollars shall be paid directly to Community Regional Medical Center (CRMC).

3 7. CONTRACTOR hereby agrees to reimburse the COUNTY equal to 110% of
4 actual cost of Medi-Cal Covered Inpatient Hospitalization Services, including all medical services
5 provided during the inpatient hospitalization, that are eligible charges under the terms of any applicable
6 agreement between the CONTRACTOR and the providers with dates of service between October 1,
7 2016 and March 31, 2017 according to the terms set forth below. CONTRACTOR will adjudicate
8 claims on behalf of the COUNTY and submit a monthly report of all Medi-Cal Covered Inpatient
9 Hospitalization Services (by the 15th of the subsequent month), including all necessary supporting
10 documentation necessary for COUNTY to remit payment (hereinafter the "Covered Inpatient
11 Hospitalization Report") with the first Covered Inpatient Hospitalization Report coming due on January
12 15, 2017 and the last Covered Inpatient Hospitalization Report coming due on September 15, 2017.
13 COUNTY shall have thirty (30) business days to review and provide written approval of each Covered
14 Inpatient Hospitalization Report. Contingent upon COUNTY's approval, CONTRACTOR's base fees
15 will be offset by the total cost included on Covered Inpatient Hospitalization Report on
16 CONTRACTOR's immediately subsequent invoice. COUNTY agrees to pay providers directly for
17 these services at 110% of cost. Parties acknowledge and agree that as set forth herein, as of January 1,
18 2015, COUNTY is solely financially responsible for the costs of Medi-Cal Covered Inpatient
19 Hospitalization Services. Furthermore, CONTRACTOR's financial obligations to refund or offset
20 costs equal to 110% of actual cost of Medi-Cal Covered Inpatient Hospitalization Services as contained
21 in Paragraphs Five (5), Six (6), and Seven (7) of Amendment II to the Agreement terminate on March
22 31, 2017.

23 8. COUNTY agrees to seek reimbursement of Medi-Cal Covered Inpatient
24 Hospitalization Services from DHCS with dates of services between January 1, 2015 and March 31,
25 2017 upon implementation of the MCIP retrospective repayment program (hereinafter "Retrospective
26 Refunded Services"). COUNTY agrees to give CONTRACTOR a net amount of seventy-five percent
27 (75%) of all recovered monies for the Retrospective Refunded Services from DHCS. The COUNTY
28 does not guarantee that DHCS will reimburse the COUNTY for Retrospective Refunded Services and

COUNTY makes no warranty for DHCS's repayment to COUNTY. However, if DHCS refunds COUNTY for Retrospective Refunded Services, then payment to CONTRACTOR will be made no later than sixty (60) days after COUNTY receives payment from DHCS for Retrospective Refunded Services. If DHCS does not reimburse COUNTY for Retrospective Refunded Services, then COUNTY has no obligation to pay CONTRACTOR for Retrospective Refunded Services.

9. This Amendment II to the Agreement does not make CRMC, its affiliates, parents, subsidiaries, agents, contractors, or any other provider of hospitalization or medical services to inmates of the Fresno County Jail third party beneficiaries to this Agreement.

10. That all references in the Agreement to "Exhibit B" and "Revised Exhibit B" shall be changed to read "Revised Exhibit B2," attached hereto and incorporated herein by this reference.

11. CONTRACTOR agrees to address those specific items identified, and corresponding timelines identified in Exhibit A of this Amendment II, attached hereto and incorporated herein by this reference. CONTRACTOR acknowledges and agrees to diligently address all issues outlined in the Remedial Plan, including providing adequate staffing to implement necessary programs. Notwithstanding the foregoing, parties acknowledge that the agreed upon staffing plan is attached hereto as Revised Exhibit B2. Should parties later determine additional staffing modifications are warranted, parties shall enter into subsequent amendments defining such additional staffing modifications and accounting for the associated costs by modifying the total Base Compensation as contemplated in the Agreement, as amended.

12. Except as otherwise provided in this Amendment II, all other provisions of the Agreement remain unchanged and in full force and effect. This Amendment II shall become effective upon execution or upon full execution of the settlement agreement between CONTRACTOR and CRMC, whichever is later.

13. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend the Agreement, and that upon execution of this Amendment II, the Agreement, Amendment I, and Amendment II together shall be considered the Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR:**
5 **CORIZON HEALTH, INC.**

6 By K L Witty
7 Karey L. Witty
8 Chief Executive Officer

9 Date: 12/2/16

10
11 By J Scott King
12 Print Name: J. Scott King
13 Title: Secretary
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer

18 Date: 12-02-2016

19
20
21 Mailing Address:
22 103 Powell Court
23 Brentwood, TN 37027
24 Phone #: (615) 660-6754
25 Contact: Karey Witty
26 Chief Executive Officer
27
28 Email: Karey.Witty@corizonhealth.com

COUNTY OF FRESNO:

By E + Budy M...
Chairman, Board of Supervisors

Date: December 6, 2016

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By River Cough, Deputy Clerk
Date: December 6, 2016

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

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1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9 By 

10
11 REVIEWED AND RECOMMENDED FOR APPROVAL:

12
13 By 
14 David Pomaville, Director
15 Department of Public Health

16
17 REVIEWED AND RECOMMENDED FOR APPROVAL:

18
19 By 
20 Dawan Utecht, Director
21 Department of Behavioral Health

22
23 Fund/Subclass: 0001/10000

24 Organization: 56201683

25 Account #: 5831/7295
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Exhibit A: Key program implementation items

Requirement	Timeline
<p>1. The following Policies and Procedures shall be implemented, following review by the Medical Evaluator, Sheriff, and the Department of Public Health.</p> <p>J-E-02.00 Receiving screening J-E-04.00 Initial and Periodic Health Assessment J-G-01.00 Chronic Disease Services J-E-09.00 Segregated Inmates</p>	December 1, 2016
<p>2. The following Policies and Procedures shall be implemented, following review by the Medical Evaluator, Sheriff and the Department of Public Health.</p> <p>J-G-03.00 Outpatient Housing Unit Care J-G-07.00 Care of Pregnant Inmate J-E-07.00 Non-emergency Health Care Requests and Services J-E-12.00 Continuity of Care J-H-01.00 Health Record Format and Contents J-H-04.00 Management of Health Records</p>	February 1, 2017
<p>3. Develop a system of documentation that records all steps taken to verify community prescribed medications (for physical health and mental health) within 24 hours of intake. The system must be easily audited to demonstrate compliance.</p>	February 1, 2017
<p>4. Enhance implementation of the Electronic Health Record to include the following:</p> <p>a. Offline administration of the Medication Administration Record</p>	December 1, 2016
<p>b. Drug Reorder Screen and related process enhancements</p>	December 1, 2016
<p>c. Incorporate the prenatal and maternal health forms into the EMR</p>	December 1, 2016
<p>d. Suicide Risk Assessment Form must be added as managed form to eOMIS.</p>	April 1, 2017
<p>5. Compliance Reports: The following compliance reports will be developed and available prior to the monthly multi-agency coordinating meeting.</p> <p>a. Receiving screening completed and not-completed within 24 Hours of admission in the jail. This report shall be run monthly and compare date/time of booking, date/time of release (if applicable), and date/time the Receiving Screen was completed. Expected compliance is 100% of all Prescreen completed within 24 hours. Variance below 95% will require corrective action.</p>	December 1, 2016

<p>b. Outstanding History and Physical Report. This report shall be run monthly and compare date/time of booking, date/time of release (if applicable), and date/time the History and Physical was completed. Report summary must include total number of H&P completed, total not-completed, and total not completed due to release.</p> <p>Compliance Standard: Expected compliance is 100% within 14 days. Variance below 90% will require corrective action.</p>	December 1, 2016
<p>c. Verified medication administered within 24 hours of acceptance into the jail.</p> <p>Compliance Standard: All medications validated must be bridged within 24 hours or the patient must be seen by a provider. Expected compliance is 100%, corrective action required if below 90%.</p>	February 1, 2017
<p>d. Non-Verified Medication seen by provider within 24 hours.</p> <p>Compliance Standard: All inmates on medication that cannot be verified must be seen by a provider within 24 hours. Expected compliance is 100%, corrective action required if below 90%.</p>	February 1, 2017
<p>e. Access to Care Report – Summary HSR’s Triaged within 24 hours. This report must demonstrate Health Service Requests are triaged and assigned and acuity within 24 hours. The report will include total received in the month, number triaged by acuity in 24 hours, number triaged by acuity greater than 24 hours.</p>	February 1, 2017
<p>f. Access to Care Detail - Grouped by Acuity. The report shall include date/time HSR received, date/time triaged, date appointment scheduled, and date seen.</p>	February 1, 2017
<p>g. Inmates with chronic disease diagnosis seen every 90 days. This report will list all chronic disease patients that have not been seen by a provider in over 90 days.</p>	February 1, 2017
<p>6. Provide for 24 hour coverage by a licensed health care professional to ensure timely response to emergent mental health issues, crisis situations, and safety cell placement, monitoring and removals; in the event the licensed health care professional is not a mental health specialist, an on-call Psychiatrist will be available for telephonic consultation, if deemed necessary.</p>	January 1, 2017



Revised Exhibit B2
North Annex/Main/South Jails

POSITION	Scheduled Hours									
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	TBS	Hrs/ Wk	FTE
Day Shift										
Program Administrator		8	8	8	8	8			40	1.00
Director of Nursing		8	8	8	8	8			40	1.00
Administrative Assistant/OA Supervisor		16	16	16	16	16			80	2.00
Nursing Supervisor (North/Main/South)		16	16	16	16	16			80	2.00
Office Assistant	24	32	32	32	32	32	24		208	5.20
Medical Director		8	8	8	8	8			40	1.00
Physician Services (MD)		8	8	8	8	8			40	1.00
NP/PA	16	16	16	16	16	16	16		112	2.80
RN (12 Hour Shifts)	84	84	84	84	84	84	84		588	14.70
LVN	56	64	64	64	64	64	56		432	10.80
Medical Assistant	32	32	32	32	32	32	32		224	5.60
Dentist		8	4	8	4	8			32	0.80
Dental Assistant		8	8	8	8	8			40	1.00
Clinical Supervisor-Psych LMHC		8	8	8	8	8			40	1.00
Community Mental Health Specialist		8	8	8	8	8			40	1.00
Office Assistant-Psych		8	8	8	8	8			40	1.00
Psychiatrist	8	8	8	8	8	8	8		56	1.40
Psychiatric RN		16	16	16	16	16			80	2.00
Licensed Psychiatric LVN/Psych Tech	8	8	8	8	8	8	8		56	1.40
Licensed Mental Health Counselor	16	40	40	40	40	40	16	36	268	6.70
Scheduler		8	8	8	8	8			40	1.00
Grievance Coordinator		8	8	8	8	8			40	1.00
TOTAL HOURS/FTE-Day									2,616	65.40
Evening Shift										
NP/PA	8	8	8	8	8	8	8		56	1.40
RN (12 Hour Shifts)	48	48	48	48	48	48	48		336	8.40
LVN	56	56	56	56	56	56	56		392	9.80
Medical Assistant	24	32	32	32	32	32	24		208	5.20
Office Assistant	24	32	32	32	32	32	24		208	5.20
Licensed Psychiatric LVN/Psych Tech	8	8	8	8	8	8	8		56	1.40
Licensed Mental Health Counselor	8	8	8	8	8	8	8		56	1.40
TOTAL HOURS/FTE-Evening									1,312	32.80
Night Shift										
RN (12 Hour Shifts)	48	48	48	48	48	48	48		336	8.40
LVN	48	48	48	48	48	48	48		336	8.40
Medical Assistant	24	24	24	24	24	24	24		168	4.20
Licensed Mental Health Counselor										
TOTAL HOURS/FTE-Night									840	21.00
TOTAL HOURS/FTEs per week									4,768	119.20

**Revised Exhibit B2
Juvenile Justice Center**

POSITION	Scheduled Hours									
	Sun	Mon	Tue	Wed	Thu	Fri	Sat		Hrs/ Wk	FTE
Day Shift										
Director of Nursing (RN) - Juvi		8	8	8	8	8			40	1.00
Office Assistant		8	8	8	8	8			40	1.00
Medical Director - Juvi			4		4				8	0.20
Medical Assistant		8	8	8	8	8			40	1.00
NP/PA		8	4	8	4	8			32	0.80
RN	8	8	8	8	8	8	8		56	1.40
LVN	16	16	16	16	16	16	16		112	2.80
Psychiatrist			8		8				16	0.40
Licensed Mental Health Counselor	16	16	16	16	16	16	16		112	2.80
Dentist			4		4				8	0.20
Dental Assistant			6		6				12	0.30
TOTAL HOURS/FTE-Day									476	11.90
Evening Shift										
RN	16	16	16	16	16	16	16		112	2.80
LVN	16	16	16	16	16	16	16		112	2.80
Licensed Mental Health Counselor	8	8	8	8	8	8	8		56	1.40
RN - Eval	8		8		8				24	0.60
TOTAL HOURS/FTE-Evening									304	7.60
Night Shift										
									0	0.000
									0	0.000
TOTAL HOURS/FTE-Night									0	0.000
TOTAL HOURS/FTes per week									780	19.50

TOTAL CONTRACT HOURS/WEEK
TOTAL CONTRACT FTEs/WEEK

5,548

138.70