

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 20-054**

This Amendment to BOS Agreement No. 20-054 is entered into this 8th day of JUNE, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and PACIFIC REDWOOD MEDICAL GROUP, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 20-054 was entered into on May 20, 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and PACIFIC REDWOOD MEDICAL GROUP, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add the medical services of Licensed Vocational Nurse (LVN) to contracted services for Mendocino County Juvenile Hall; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to amend the definition of services for Physician Assistant/Nurse Practitioner (PA/NP) to be in alignment with the new services of LVN; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total contract amount from One Hundred Seventy Seven Thousand Three Hundred Twelve Dollars (\$177,312.00) to Three Hundred Fifty Thousand Two Hundred Fifty Four Dollars (\$350,254.00).

NOW, THEREFORE, we agree as follows:

1. The total contract amount set out in BOS Agreement No. 20-054 will be increased from One Hundred Seventy Seven Thousand Three Hundred Twelve Dollars (\$177,312.00) to Three Hundred Fifty Thousand Two Hundred Fifty Four Dollars (\$350,254.00).
2. Exhibit A set out in original BOS Agreement No. 20-054 will be amended per the attached Exhibit A-1 to include services of LVN and amend the definition of services of PA/NP to include supervision and administration of LVN services.
3. Exhibit B set out in original BOS Agreement No. 20-054 will be amended per the attached Exhibit B-1 to add payment terms for LVN to a maximum of One

Hundred Seventy Two Thousand Nine Hundred Forty Two Dollars (\$172,942.00) for the period of the effective date of amendment through the contract termination date of June 30, 2023 and to amend payment terms for current PA/NP services to eliminate two hour surcharge provision for coverage of previous Mendocino County LVN staff absence.

All other terms and conditions of BOS Agreement No. 20-054 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

[Signature] 5/18/21
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2550

Line Item: 862185

Grant: Yes No

Grant No.:

CONTRACTOR/COMPANY NAME:

By: **Debbie L Marks MD**

NAME AND ADDRESS OF CONTRACTOR:

Pacific Redwood Medical Group

275 Hospital Drive

Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS JUN 09 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy JUN 09 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy JUN 09 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 05/18/2021

INSURANCE REVIEW:

By: [Signature]
Risk Management JUN 09 2021

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

EXHIBIT A-1

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

MEDICAL SERVICES:

Health care services delivered within the Mendocino County Juvenile Hall as required by the Title 15 Minimum Standards for Juvenile Facilities, Board of State Community Corrections.

I. Physician Assistant (PA) or Nurse Practitioner (NP):

A. Service Description:

1. CONTRACTOR shall provide a health care provider for treatment and health care services at a level to address acute symptoms and/or conditions and avoid preventable deterioration of health while in confinement;

B. Deliverables:

1. CONTRACTOR shall provide staff to conduct physical examinations, episodic health care or medical consultation, referral to specialty medical services, as necessary, supervision and maintenance of medical records;
2. CONTRACTOR shall provide up to 26 mid-level provider (Physician's Assistant or Nurse Practitioner) hours per month, up to six (6) days per week, at an appointed time of day to be determined and agreed upon by both parties;
3. CONTRACTOR shall provide LVN supervision and administration of the LVN services by a licensed medical provider (PA, or NP);

C. Population Served:

1. CONTRACTOR shall provide services to any individual housed in the Mendocino County Juvenile Hall;

D. Communication:

1. Appointments will be confirmed by LVN prior to delivery of service. If there are no scheduled appointments for either a physical examination or medical consultation visit, CONTRACTOR shall cancel the site visit for that day;
2. A representative for CONTRACTOR shall meet with the facility administrator at quarterly meeting to review services.

II. Licensed Vocational Nurse (LVN):

A. Service Description:

1. CONTRACTOR shall provide a health care provider to coordinate treatment and health care services addressing acute symptoms and/or conditions and avoid preventable deterioration of health while in confinement;

B. Deliverables:

1. CONTRACTOR shall provide LVN services five (5) continuous hours per day, commencing between 7:30 a.m. and 8:00 a.m. and continuing to between 12:30 p.m. and 1:00 p.m. (dependent on actual start time), seven (7) days per week, with the exception of five (5) mutually agreed upon scheduled holidays per fiscal year, for a total of 360 shifts per fiscal year;

a. LVN shall be responsible for the following during shift:

- 1) Administering medication to detained/confined youth;
- 2) Basic nursing care;
- 3) Intake medical screens and vitals collection;
- 4) Assist with plan care development and service coordination including outside appointments;
- 5) Maintain medical charts and records;
- 6) Maintain medical cabinet and medication binder;
- 7) Maintain medical inventory, supply of prescription and OTC medications, including reorders when necessary;
- 8) Complete discharge referrals for follow-up care;
- 9) Participate in in-patient care conferencing;
- 10) Participate in Multi-Disciplinary Team (MDT) meeting once per week;
- 11) Complete all forms, reports, etc. required;

C. Population Served:

1. CONTRACTOR shall provide services to any individual housed in the Mendocino County Juvenile Hall;

D. Communication:

1. LVN shall coordinate appointments with PA or NP prior to the scheduled appointment;
2. LVN shall coordinate with COUNTY's Psychiatric Medical Services provider on mutually agreed upon day once per week during LVN shift;
3. LVN shall communicate with COUNTY facility administrator and facility staff on youth individualized treatment plans, medication orders, appointments, etc.

[END OF DEFINITION OF SERVICES]

EXHIBIT B-1

PAYMENT TERMS

- I. Physician Assistant (PA) or Nurse Practitioner (NP):
 - A. For services in Exhibit A-1, up to 26 mid-level provider hours, COUNTY shall pay CONTRACTOR the fixed rate as follows, payable the tenth (10th) working day of each month during the term of this contract:
 1. Year One (July 1, 2020–June 30, 2021): \$4,500/month (\$54,000/year)
 2. Year Two (July 1, 2021–June 30, 2022): \$4,635/month (\$55,620/year)
 3. Year Three (July 1, 2022–June 30, 2023): \$4,774/month (\$57,288/year)
 - B. If there are no scheduled appointments for either a physical examination or medical consultation prior to the scheduled CONTRACTOR appointment, CONTRACTOR shall cancel the site visit for that day and COUNTY would be charged for one (1) hour of service, against the contract.
 - C. Each additional hour will be charged at \$117.18 per hour in excess of 26 hours. CONTRACTOR shall submit an itemized billing for any additional hours, which shall be processed with the next regular monthly payment.
 - D. Compensation for services provided in Sections C shall not exceed \$10,404.00 for the term of this agreement.
- II. Licensed Vocational Nurse (LVN):
 - A. For services in Exhibit A-1, COUNTY shall pay CONTRACTOR the fixed rate as follows:
 1. CONTRACTOR shall provide LVN services five (5) hours per day, at seven (7) days per week, 360 shifts per fiscal year. Excluded are five (5) mutually agreed upon holiday shifts.
 2. Year One (Upon full execution of agreement through June 30, 2021):
 - a) COUNTY shall pay CONTRACTOR at a rate of \$40.46 per our worked at COUNTY facility, not to exceed \$72,828 per year (pro-rated for partial year):

- 1) During initial start-up and staff recruiting, CONTRACTOR shall provide services at three (3) shifts per week, up to five (5) hours per shift;
 3. Year Two (July 1, 2021–June 30, 2022):
 - a) COUNTY shall pay CONTRACTOR at a rate of \$41.40 per hour worked at COUNTY facility, not to exceed \$74,520 per year;
 4. Year Three (July 1, 2022–June 30, 2023):
 - b) COUNTY shall pay CONTRACTOR at a rate of \$42.38 per hour worked at COUNTY facility, not to exceed \$76,284 per year;
- B. CONTRACTOR shall provide COUNTY a monthly statement upon completion of each month detailing days and hours worked at COUNTY facility.
- A. Any adjustment of regularly scheduled shift hours must be mutually agreed upon by CONTRACTOR and COUNTY prior to any schedule adjustments.
- B. Any hours in excess of the agreed upon contract must be mutually agreed upon by CONTRACTOR and COUNTY in advance, except in urgent or emergency situations where advance agreement is not practical, and shall be compensated at the hourly rates specified above for the applicable year in which the hours are worked.
- C. Compensation for services provided in Section D shall not exceed \$10,000 for the term of this agreement.

[END OF PAYMENT TERMS]