

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-7

Urgent

Routine

CEO Concurs with Recommendation YES  NO   
(Information Attached)

AGENDA DATE September 21, 2010

4/5 Vote Required YES  NO

SUBJECT:

Approval of First Amendment to Agreement for Professional Services By and Between the County of Stanislaus and California CCS, PC for Inmate Health Care Services

STAFF RECOMMENDATIONS:

1. Approve the First Amendment to Agreement for Professional Services By and Between the County of Stanislaus and California CCS, PC for Inmate Health Care Services.
2. Authorize the Chair of the Board to sign the Amendment.
3. Authorize the Auditor-Controller to decrease the 2010-2011 Chief Executive Office - Jail Medical Program budget by \$307,826 per the attached budget journal.

FISCAL IMPACT:

The net contract decrease totals \$307,826 in Fiscal Year 2010-2011, for a total budget of \$7,292,174 for the Chief Executive Office - Jail Medical Program budget. This decrease reflects the changes to the contract as outlined in the following chart. The four-year contract savings totals \$1,325,528, including annual contract increases.

BOARD ACTION AS FOLLOWS:

No. 2010-587

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

**FISCAL IMPACT (Cont.):**

<b>Purpose</b>	<b>Amount</b>
Elimination of 3.7 FTEs at Honor Farm due to release of 270 inmates	(\$286,562)
Variable cost reduction due to reduction of inmates at Honor Farm	(\$225,000)
Addition of 1.8 FTEs at PSC due to relocation of un-sentenced female inmates to the Minimum Housing Unit	\$131,286
New provision for psychiatric services at Juvenile Hall facility	\$ 72,450
<b>Total Decrease</b>	<b>(\$307,826)</b>

The amount above represents an annual decrease in base compensation, which will be in effect until the end of the original contract period of June 30, 2014. The contract could then be extended for an additional two years upon mutual agreement. Should the un-sentenced female inmates be relocated back to the main Public Safety Center building, the additional 1.8 FTEs at the Public Safety Center will be eliminated and the annual compensation will decrease further by \$131,286 plus any contract adjustment that increases this amount.

This contract is funded by the General Fund in the Chief Executive Office – Jail Medical Program budget. The contract serves a base population of 1,300 inmates and detainees, including those housed at the Men’s Jail, Public Safety Center, Honor Farm, and Juvenile Hall. Psychiatric medications will continue to be funded outside of this contract, and included as a separate cost in the Jail Medical Program budget.

**DISCUSSION:**

California CCS, PC was awarded the contract for the provision of inmate health services for Stanislaus County beginning July 1, 2009. The contract was written such that the rates set forth in agreement could be renegotiated in the event a facility was opened or closed during the life of the contract. Once it was determined that 270 inmates would be released from the Honor Farm, negotiations were initiated with California CCS, PC to reduce staffing and other medical costs.

At the same time, two other events occurred that affected the provision of medical services under the current contract. First, the un-sentenced female inmates located at the Public Safety Center (PSC) were moved to the Minimum Housing Unit, a separate building at the PSC. The female inmates require more medical care than male inmates, who were previously located at the Minimum Housing Unit. Because of the move, California CCS, PC provided additional staff to meet the needs of the female inmates.

The second event that occurred was the decision to transition the provision of mental health services at Juvenile Hall from the Stanislaus County Behavioral Health and Recovery Services Department (BHRS) to California CCS, PC. In the past, BHRS was able to provide these services to the juvenile detainees at no cost to the General Fund. Due to reductions in funding, however, BHRS can no longer provide these services.

The County entered into negotiations with California CCS, PC (CCS) in April 2010. Staff from the Chief Executive Office, Probation, and the Sheriff's Office met several times with CCS staff over five months, both in person and by phone. An agreement to the change in staffing and compensation was reached in September 2010.

The annual contract increases will remain at 5% per year through Budget Year 2013-2014, at which time a two-year extension can be negotiated where annual increases will not exceed 4.5% per year.

**POLICY ISSUES:**

The Board of Supervisors should decide if staff's recommendation is consistent with its Board Priority of A Safe Community.

**STAFFING IMPACTS:**

Existing staff from the Sheriff's Office, Probation, and the Chief Executive Office will continue to monitor this contract to ensure its success.

**CONTACT PERSON:**

Nancy Bronstein, Deputy Executive Officer. Telephone: (209) 525-7685.

**County of Stanislaus: Auditor-Controller  
Legal Budget Journal**

Database  
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
County of Stanislaus

<b>Balance Type</b>	Budget
<b>Category</b>	* List - Text Budget - Upload
<b>Source</b>	* List - Text
<b>Currency</b>	* List - Text USD
<b>Budget Name</b>	List - Text LEGAL BUDGET
<b>Batch Name</b>	Text
<b>Journal Name</b>	Text CEO BLK 9-10-10
<b>Journal Description</b>	Text Decrease Jail Medical Budget per Agenda Item on 9-21-10
<b>Journal Reference</b>	Text
<b>Organization</b>	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit	Credit	Period	Line Description
								incr appropriations decr est revenue (format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY List - Text	Text
	4	7	5	7	6	6	5		307826	SEP-10	Decrease Contracts
	0100	0017410	63280	0000000	000000	000000	00000				

<b>Totals:</b>	0	307826
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Explanation: Decrease appropriations in CEO - Jail Medical Program Budget for decrease in contract costs per Board Agenda Item on 9-21-10.

<b>Requesting Department</b>		<b>CEO</b>	<b>Data Entry</b>	<b>Auditors Office Only</b>
<i>Mary</i> Signature		Brenda Kiely Signature	Keyed by	<i>[Signature]</i> Approved By
9/17/10 Date		9/10/2010 Date	Date	9-17-10 Date

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE COUNTY OF STANISLAUS, CALIFORNIA  
AND  
CALIFORNIA CCS, PC**

This First Amendment to that certain Agreement for Professional Services by and between California CCS, PC (hereinafter "Consultant") and The County of Stanislaus, California (hereinafter "County ") with term commencing on July 1, 2009 (hereinafter "Agreement") is hereby effective as of July 1, 2010 (hereinafter "Amendment").

WHEREAS, Consultant and County entered into the Agreement for purposes of Consultant providing medical serves to the inmates of County;

WHEREAS, pursuant to Section 2.1 of the Agreement and as a result of the planned reduction in the inmate population incarcerated at the Honor Farm, the resulting relocation of female inmates within the Public Safety Center, and the desire of the County to have Consultant provide psychiatric services at Juvenile Hall, the parties have determined to change the County Staffing Pattern set forth on Table 1 attached to the Agreement;

WHEREAS, Consultant and County agree that the increase in 1.8 FTE L.V.N. staffing hours at the Public Safety Center is a direct result of the relocation of un-sentenced female inmates to the Minimum Housing Unit, and agree such need will be eliminated if the un-sentenced female inmates are moved back to the main Public Safety building;

WHEREAS, the County desires to have Consultant provide psychiatric services at the Juvenile Hall facility, Consultant agrees to provide such services with the addition of 8 hours of Psychiatric R.N. and 5 hours of Psychiatrist time per week;

WHEREAS, as a result of the planned reduction in the inmate population at the Honor Farm, the desire of the County to have Consultant provide psychiatric services at Juvenile Hall, and the agreed upon change in the County Staffing Pattern, the parties agree to adjust the Consideration and Average Daily Population adjustments set forth in Section 2.1 of the Agreement;

WHEREAS, Consultant and County now wish to amend the Agreement under the terms and conditions set forth below.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. The parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. The parties agree to delete the first paragraph in Section 2.1 of the Agreement (including the chart contained therein) and replace the same with the following language and chart:

2.1 The Consultant shall be compensated for services provided hereunder in accordance with the Price Schedule set forth below. Any adjustments in payment for the months of July and August 2010 as a result of this amendment will be made in September 2010.

Year #	Period Covered	Annual Base Amount	Monthly Base Amount	Per Diem
1	7/1/2009-6/30/2010	\$7,139,000.00	\$594,916.67	\$3.19
2	7/1/2010-6/30/2011	\$7,187,924.00	\$598,993.67	\$3.29
3	7/1/2011-6/30/2012	\$7,547,320.00	\$628,943.35	\$3.39
4	7/1/2012-6/30/2013	\$7,924,686.00	\$660,390.50	\$3.49
5	7/1/2013-6/30/2014	\$8,320,920.00	\$693,410.03	\$3.59
6 and 7	7/1/2014-6/30/2016	TO BE MUTUALLY AGREED UPON BY THE PARTIES. ANTICIPATED INCREASES, HOWEVER, SHALL NOT EXCEED 4.5% PER YEAR.		

3. The parties agree to amend the Table 1 County Staffing Pattern as set forth on Exhibit A hereto to reflect: (i) a reduction of 0.5 FTE R.N. Facility Coordinator hours (Honor Farm); (ii) a reduction of 3.2 FTE L.V.N. hours (Honor Farm); (iii) an increase of 1.8 FTE L.V.N. hours (Public Safety Center); and (iv) an increase of 0.2 FTE (8 hours) Psychiatric R.N. and 0.125 FTE (5 hours) Psychiatrist (Juvenile Hall). The cost impact of such staffing changes is reflected in the Annual Base Amount set forth above.

The parties agree that in the event that the un-sentenced female inmates in the Minimum Housing Unit are permanently moved back to the main Public Safety Center building, they will further amend the County Staffing Pattern to reflect a reduction of 1.8 FTE L.V.N. hours at the Public Safety Center (the "Minimum Housing Unit Additional Staffing"), and a corresponding decrease of the Annual Base Amount in an amount equal to the sum of (i) the actual cost of the Minimum Housing Unit Additional Staffing as of July 1, 2010 and (ii) all annual 5% increases related to the Minimum Housing Unit Additional Staffing in subsequent years. For purposes of this calculation, the parties agree that the actual cost of the Minimum Housing Unit Additional Staffing is \$131,286.00. The manner in which such decrease is calculated is set forth on Exhibit B hereto.

4. The parties agree to delete the third and fourth paragraphs in Section 2.1 of the Agreement (“If the Average Daily Population for the quarter is less ....” and “If the Average Daily Population for the quarter exceeds ...”, respectively), and replace those two paragraphs with the following two paragraphs:

If the Average Daily Population for the quarter is less than 1,080, the decrease shall be calculated as follows:  $(1,080 - \text{Average Daily Population}) \times (\text{Per diem}) \times (\text{Number of days in quarter})$ . This amount will be deducted from the payment to Consultant from the invoice payment immediately following the quarterly determination, and such invoice shall specifically set forth the calculation of such deduction.

If the Average Daily Population for the quarter exceeds 1,300, the increase shall be calculated as follows:  $(\text{Average Daily Population} - 1,300) \times (\text{Per diem}) \times (\text{Number of days in quarter})$ . This amount will be paid separately to Consultant on or before 30 days after receipt of an invoice from Consultant for such per diem increases, and such invoice shall specifically set forth the calculation of such increase.

5. The parties have amended Exhibit A – Scope of Work to reflect the provision of psychiatric services at Juvenile Hall which now include the addition of 8 hours of a Psychiatric R.N. and 5 hours of a Psychiatrist per week at a first-year cost of \$72,500.00 that is reflected in the Annual Base Amount set forth above. The parties agree that in the event the above-referenced psychiatric services are reduced, then the Annual Base Amount shall be amended to reflect that reduction, calculated in the manner set forth on Exhibit B hereto.
6. SEVERABILITY: If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
7. REMAINING PROVISIONS: The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Agreement on September \_\_, 2010, effective as of July 1, 2010.

COUNTY OF STANISLAUS

CALIFORNIA CORRECT CARE  
SOLUTIONS, PC

By: [Signature]  
Chair of the Board of Supervisors

By: [Signature]  
Name: Cary McClure  
Title: Secretary

"County"

"Consultant"

ATTEST: Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By: [Signature]  
Deputy Clerk

APPROVED AS TO CONTENT:  
Probation Department

By: [Signature]  
Jerry Powers, Chief Probation Officer

APPROVED AS TO CONTENT:  
Sheriff's Department

By: [Signature]  
Adam Christianson, Sheriff

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: [Signature]  
Dean Wright, Deputy County Counsel

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**Exhibit A**  
**Amended Table 1**  
**County Staffing Pattern**  
**July 1, 2010**

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC	
R.N. Manager		7-3	7-3	7-3	7-3	7-3		40	1.0	All	
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	Main	
R.N.	7-3						7-3	16	0.4	Main	
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	Main	
Clerk/C.N.A.		7-3	7-3	7-3	7-3	7-3		40	1.0	Main	
R.N. Facility Coordinator		7-3	7-3	7-3	7-3	7-3		40	1.0	PSC	
P.A./F.N.P.		7-3	7-3	7-3	7-3	7-3		40	1.0	All	
R.N.	7-3						7-3	16	.4	PSC	
L.V.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	PSC	
Clerk/C.N.A.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	PSC	
R.N.	20 Hours T B D								20	.5	HF
R.N.		7-3	7-3	7-3	7-3	7-3		40	1.0	PSC	
Clerk/C.N.A.		7-3	7-3	7-3	7-3			32	.8	JH	
L.V.N.		7-1:30	7-1:30	7-1:30	7-1:30	7-1:30		32	.8	JH	
R.N.	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.4	JH	
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Main	
R.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	PSC	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	PSC	
Clerk/C.N.A.		3-11	3-11	3-11	3-11	3-11		40	1.0	PSC	
L.V.N.		3-11	3-11	3-11	3-11	3-11		40	1.0	PSC	
L.V.N.	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	JH	
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	Main	
R.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	PSC	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	PSC	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	PSC	
L.V.N.	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.4	JH	
L.V.N. cross-over shift	11-7						11-7	16	.4	PSC	
Medical Director/Physician	40 hours T B D								40	1.0	All
Psychiatrist	18 hours T B D								18	.45	Adult, JH
Psychiatric R.N.	88 hours T B D								88	2.2	Adult, JH
Psych Tech									0	0	Adult
Dentist	16 hours T B D								16	0.4	Adult
Physician On-Call	24 hours a day, 7 days a week										All
Mental Health On-Call	24 hours a day, 7 days a week										Adult
Days	7-3										
Evenings	2-10, 3-11, 6, 10										
Nights	3-7, 11-7										

**Exhibit B**  
**Model for Calculation of Adjustments to the Annual Base Amount**

The parties acknowledge and agree that the actual costs associated with the Minimum Housing Unit Additional Staffing (\$131,286.00) are based upon 2010 costs, and that beginning in Year 2, such costs are included in the Annual Base Amount set forth in the Price Schedule in Section 2.1 of the Agreement, as amended effective July 1, 2010. Moreover, the parties acknowledge and agree that such costs are annually increased by 5% and that such increases are included in the Annual Base Amount for Years 3, 4, and 5 of the Price Schedule in Section 2.1 of the Agreement, as amended.

In the event a decrease in the Annual Base Amount is required related to the Minimum Housing Unit Additional Staffing, pursuant to the terms of Section 3 to the Agreement, as amended, then the parties agree to reduce the Annual Base Amount to reflect the costs of the Minimum Housing Unit Additional Staffing and the impact of such 5% annual increases.

For example, if effective on commencement of Year 5 of the Agreement (July 1, 2013), County determines to permanently move back the un-sentenced inmates to the main Public Safety Center building, then the Annual Base Amount set forth in the Agreement, as amended on July 1, 2010, for Year 5 shall be decreased by \$151,979.95. Such amount is calculated as follows:

\$131,286.00 (the actual cost of the Minimum Housing Unit Additional Staff on July 1, 2010)

X

1.157625 (1.05 X 1.05 X 1.05 (three years of 5% increases))

=

\$151,979.95

In the event the County determines to permanently move back the un-sentenced inmates to the main Public Safety Center Building at any time during any year of this Agreement, the parties shall use the same calculation model set forth above and shall prorate such amounts by the relevant number of calendar days.

For example, if effective August 1, 2013 of Year 5 of the Agreement, County determines to permanently move back the un-sentenced inmates to the main Public Safety Center building, then the Annual Base Amount set forth in the Agreement, as amended July 1, 2010, for Year 5 shall be decreased by \$139,072.04. Such amount is calculated as follows:

\$131,286.00 (the actual cost of the Minimum Housing Unit Additional Staff on July 1, 2010)

X

1.157625 (1.05 X 1.05 X 1.05 (three years of 5% increases))

=

\$151,979.95 (full year of Minimum Housing Unit Additional Staff decrease)

X

.915 (portion of year of staffing decrease (334 days of decrease ÷ 365 full year))

=

\$139,072.04

In the event the Agreement is amended to reflect such an adjustment during any year of the Agreement, for all remaining years to the Agreement, the Annual Base Amount for each subsequent year shall be recalculated to reflect such decrease in costs at the time of such amendment.