

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HEALTH MANAGEMENT ASSOCIATES, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this ____ day of October, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Health Management Associates, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, on January 25, 2016, the parties entered into an Agreement (Contract Number 12000-16-D008) for the purpose of helping the County review and build best practices for its entire correctional system, especially in the delivery of medical, dental, mental health, alcohol and drug, and food services for adult inmates and food services for youth in juvenile detention; and

WHEREAS, the Agreement was amended on May 25, 2016, in order to extend the Agreement term's end date from May 31, 2016 to July 29, 2016 and to add deliverables to Section 3 of Exhibit A (i.e., memorandum on Gann Limits, written report on health care findings, memorandum on food services recommendations, memorandum on considerations for an inpatient psychiatric unit (LPS unit), and memorandum on consideration for privatizing health care services); and

WHEREAS, the Agreement was further amended on July 29, 2016, in order to extend the Agreement term's end date from July 29, 2016 to August 31, 2016; and

WHEREAS, the parties wish to amend the Agreement a third time by increasing the amount by \$17,000, for a maximum aggregate amount of \$104,000, and extending the Agreement term's end date to November 30, 2016, and adding services and deliverables as set forth in the amended Exhibit A (October 2016).

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Section 3 of the agreement is amended and restated in its entirety to read as follows:

Section 3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in amended Exhibit A (October 2016), County shall make payment to Contractor based on the rates and in the manner specified in amended Exhibit B (October 2016). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

In no event shall County's total fiscal obligation under this Agreement exceed **One Hundred and Four Thousand Dollars (\$104,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

2. Section 4 of the agreement is amended and restated in its entirety to read as follows:

Section 4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 25, 2016 through November 30, 2016.

3. Exhibit A is amended and restated in its entirety with Amended Exhibit A (October 2016) attached hereto.
4. Exhibit B is amended and restated in its entirety with Amended Exhibit B (October 2016) attached hereto.
5. **All other terms and conditions of the agreement dated January 25, 2016, between the County and Contractor shall remain in full force and effect.**
6. This Third Amendment constitutes the entire understanding of the parties hereto with respect to the parties' January 25, 2016 Agreement, which was previously amended on May 25, 2016 and July 29, 2016, and this Third Amendment correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Third Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Health Management Associates, Inc.**

Kelly Johnson
Contractor Signature

10/6/16
Date

Kelly Johnson
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Amended Exhibit A (October 2016)

In consideration of the payments set forth in Amended Exhibit B (October 2016), Contractor shall provide consulting services related to the County of San Mateo's correctional health programs and food services; consulting services will include, but shall not be limited to, the following:

1. **Analysis and Research** –The contractor will review current County practices for the delivery of correctional medical, dental, mental health, substance use services and treatment, and food services to adult and juvenile inmates at County correctional facilities. Contractor will compare County practices to industry best practices and develop/provide benchmark measures and recommendations for improvement. The programs and activities to be reviewed and researched will include, but not be limited to:
 - **Correctional Health**
 - Identification of the need for and coordination with specialty services
 - Clinical assessment and treatment protocols
 - Best practices for common conditions (e.g., co-occurring mental health and substance use conditions) and populations requiring special care, such as, and not limited to, the juvenile population, older adults, seriously mentally ill adults, pregnant females, and persons with chronic illnesses such as diabetes, hypertension, and HIV/Hep B/C/ infection
 - Medication management for physical, mental health and substance use
 - Nursing care
 - Mental health intake assessments
 - Crisis intervention
 - Custody based practices related to correctional health that prepare inmates/juveniles for re-entry
 - Coordination with Probation for post-release planning and treatment
 - Evidence based mental health and substance use treatment groups
 - Acute care services for the severely mentally ill and other specialized services that require special certification by the State in order to operate
 - Psychiatric assessment prior to release
 - Discharge planning and coordination of care among providers, including linkage to appropriate social and treatment services
 - Continuous quality improvement
 - Clinical documentation
 - Staffing models
 - Staff retention
 - Staff training and education in relevant areas
 - Infrastructure and supplies that are needed in order to support and mirror best practices (e.g., automation and medical and dental equipment and supplies)
 - Relevant financial and administrative management practices, such as purchasing, contracting, and revenue maximization, including use of the 340b

- program for purchasing pharmaceuticals and Medi-Cal revenue to the extent feasible for services provided outside the jail
 - Cost of care
 - Correctional health services that are exempt from the State Gann limit
- **Food Services**
 - Food purchasing, preparation, equipment, quality, nutrition, menus, production/volume, and cost
 - Best practices regarding safety for staff and inmates working in the kitchen, as well as merit systems for inmates that provide incentives for good behavior and satisfactory performance
 - Custody based practices related to food services and food training programs that prepare inmates/juveniles for re-entry
 - Developing a competency restoration program within the jail
 - Successful vocational and training programs in correctional facilities
 - Different types of food service certification programs (e.g., certificate programs that vary depending on an inmate's length of stay and security classification)
 - Food services that are exempt from the State Gann limit
 - Effectiveness of the County's current culinary arts and certificate programs

The review will focus on the County's entire correctional system, including the adult and juvenile detention facilities. The review will require on-site observations including site visits to both adult and juvenile detention facilities where correctional health and food services are provided, interviews, document and data reviews, research, and data analysis.

2. **Recommendations** – For each of the study areas identified above, the contractor will, where appropriate, develop recommendations to improve service quality, maximize efficiency and reduce costs. Recommendations will be consistent with best practices in the field of Correctional Health and Food Services and address health and food service delivery for the County's entire correctional system. In addition, the report will include recommendations for development or enhancement of County training and certification programs that are being, or will be offered to add to or enhance opportunities for inmate vocational training and certification in industries. For example, the Sheriff's Office would like to offer an in-house food service certification program.
3. **Deliverables** - The consultant will provide the following deliverables for this project:
 - Work plan with key dates and deliverables for the entire scope of the review to be provided within two weeks of engagement.
 - Final report and recommendations to include any cost implications if any changes to the current state are proposed. Where applicable, work process flow charts and/or diagrams of the recommendations presented in the final report.
 - Meeting with County leaders to discuss final report and findings.
 - Memorandum on Gann Limits
 - Written report on health care findings
 - Memorandum on food services recommendations
 - Memorandum on considerations for an inpatient psychiatric unit (LPS unit)

- Memorandum on considerations for privatizing health care services
- Written document describing the Model of Care, staffing, and clinical case scenarios

Health Management Associates (HMA) will, in collaboration with Correctional Health Services staff, develop a Model of Care, Staffing Plan, and Clinical Case Scenarios for a mental health continuum at the jail that will include services in general population, mental health pods, a sub-acute level of psychiatric care, and an acute inpatient level of care that conforms to the conditions of the Lanterman Petris Short requirements for providing involuntary mental health services.

Amended Exhibit B (October 2016)

In consideration of the services provided by Contractor described in Amended Exhibit A (October 2016) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. County agrees to pay contractor within thirty (30) days of receipt of invoice and completion of work. Billing rates for services provided under this Agreement shall be based upon the Contractor's most recent fee schedule and by reference made a part of this Agreement. A copy of the fee schedule, dated December 18, 2015, is Attachment 1 to this Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
2. Rate Schedule:

HMA Rates	Consulting Rate per hour	Travel Rate per hour*
Donna Strugar-	\$340	\$200
Margarita Pereyda	\$323	\$190
Jack Raba	\$323	N/A
Gina Eckert	\$340	N/A
Richard Spears	\$138	\$69

*The County of San Mateo will pay for no more than five (5) hours of travel for any particular consultant or staff member on any given day.

3. Reimbursable Travel Expenses:

To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:

- Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
- The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (e.g., Redwood City for work done in Redwood City, San Mateo for work done in San Mateo) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th. The Contractor shall be entitled to mileage at the same rate

granted to employees of the County whenever the Contractor is required to travel outside of San Mateo County in the performance of his/her duties under this Agreement.

- The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost- competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid- level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.
- If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

In no event shall County's total fiscal obligation under this Agreement exceed **One Hundred and Four Thousand Dollars (\$104,000)**, which amount includes travel time and authorized expenses. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.