

**AMENDMENT NO. 11
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR
(Kern County Hospital Authority – Toyon Associates, Inc.)**

This Amendment No. 11 to the Agreement for Professional Services is made and entered into this ____ day of _____, 2024, by and between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Toyon Associates, Inc., a California corporation (“Contractor”), with its principal place of business located at 1800 Sutter Street, Suite 600, Concord, California 94520.

RECITALS

(a) Authority and Contractor have heretofore entered into an Agreement for Professional Services (Kern County Agt. #947-2008), Amendment No. 1 (Kern County Agt. #789-2010), Amendment No. 2 (Kern County Agt. #159-2013), Amendment No. 3 (Kern County Agt. #748- 2013), Amendment No. 4 (Kern County Agt. #777-2014), Amendment No. 5 (Kern County Agt. #007-2016), Assignment of Agreement (Kern County Agt. #335-2016), Amendment No. 6 (Agt. #2017-034), Amendment No. 7 (Agt. #073-2017), Amendment No. 8 (Agt. #071-2018), Amendment No. 9 (Agt. #045-2020), and Amendment No. 10 (Agt. #102-2022), for third party reimbursement services to KMC; and

(b) Section 21 of the Agreement provides that it may be amended; and

(c) It is the intent of the parties to have the terms of the Agreement provide for the payment of all reasonably projected costs and expenses related to the services provided by Contractor; and

(d) The parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth; and

(e) The Agreement is amended effective October 14, 2024;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and incorporating by this reference the foregoing recitals, the parties agree to amend the Agreement as follows:

1. Section 1, Term, shall be deleted in its entirety and replaced with the following:

“1. Term. Performance of Contractor and Authority shall commence October 14, 2008, and shall end October 13, 2026, unless earlier terminated pursuant to other provisions of this Agreement as herein stated.”

2. Section 3, Compensation, paragraph 3.5, Maximum Payable, shall be deleted in its entirety and replaced with the following:


“3.5 Maximum Payable. The maximum payable under this Agreement shall not exceed \$6,190,000 over the term of this Agreement.”

3. Amendment No. 7 to Exhibit “A,” Description of Services, shall be deleted in its entirety and replaced with Amendment No. 8 to Exhibit “A,” Description of Services, attached hereto and incorporated herein by this reference.
4. Exhibit “B-7,” Hourly Rates, October 14, 2022 – October 13, 2024, shall be deleted in its entirety and replaced with Exhibit “B-8,” Hourly Rates, October 14, 2024 – October 13, 2026, attached hereto and incorporated herein by this reference.
5. All capitalized terms used in the Agreement and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.
6. This Amendment shall be governed by and construed in accordance with the laws of the state of California.
7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
8. Except as provided herein, all other terms, conditions and covenants of the Agreement and any and all amendments thereto shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 11 as of the day and year first written above.

TOYON ASSOCIATES, INC.

By 
Ronald G. Knapp
Chief Operating Officer

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:
KERN MEDICAL CENTER

By _____
Scott Thygerson
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

**AMENDMENT NO. 8
TO
EXHIBIT "A"
DESCRIPTION OF SERVICES**

1. Routine Services: Contractor shall provide any of the following routine third-party reimbursement services, if requested by KMC and approved in advance by KMC:
 - A) Medicare and Medicaid cost report preparation
 - B) Medicare Schedule 10 preparation and audit support
 - C) Medicare Wage index preparation and audit support
 - D) Medicaid eligible days documentation development for Medicare DSH optimization
 - E) Review prior year Medicare and Medicaid cost reports for accuracy
 - F) Medi-Cal redesign cost analysis and interim rate support
 - G) Medicare and Medicaid cost report audit appeals
 - H) Medicare cost report compliance review and policies and procedures development
 - I) Contractual allowance and reserve analysis, including audit review
 - J) Medicare and Medicaid cost report audit assistance
 - K) Annual HCAI report assistance
 - L) Medicare and Medicaid reimbursement planning and strategy development
 - M) Medicare bad debt recovery documentation development, analysis and appeals
 - N) Medicare wage index review and reclassification requests
 - O) Medicare GME/IME reimbursement review and payment optimization
 - P) AB 85 Public Hospital County data submission form preparation or review
 - Q) Preparation and review of AB 915 claims
 - R) Preparation and review of Medi-Cal waiver workbooks (aka P14 workbooks)
 - S) Preparation or review of CAPH and/or DHCS data requests regarding Medi-Cal program funding
 - T) Process Medi-Cal POS for aid code review
 - U) Assist with gathering data for the GPP Program
 - V) Provide assistance in reconciling patient data for EPP and QIP Programs

2. Specialized Services: Contractor shall provide the following specialized services, as requested by KMC:
 - A) Assist with monthly booking of revenue and periodic true-up of revenue based on updated schedules from CAPH, and review actual Medi-Cal outpatient and physician costs (AB 915 and Physician SPA)
 - B) Develop projections for KMC government program net revenue
 - C) Assist with development of template for monthly contractual allowance calculations and provide routine review
 - D) Review booking of Practice Plus revenue and ensure that data are captured in a format necessary for cost reporting and claiming
 - E) Provide ongoing training for designated KMC staff, as necessary, regarding state/federal funding and proper cost report and P14 preparation

- F) Identify data needs and items for review to prepare and/or revise P14 workbook(s) including, without limitation, dual eligible calculations
- G) Oversee and support P14, PPNP (MD SPA), Medi-Cal, GPP and EPP audits
- H) Prepare quarterly cost reports to validate data and identify potential adjustments prior to year-end
- I) Undertake special projects and/or analysis not otherwise covered regarding government funding

[INTENTIONALLY LEFT BLANK]

**EXHIBIT “B-8”
HOURLY RATES
October 14, 2024 – October 13, 2026**

TOYON ASSOCIATES, INC.
Kern Medical Center
Eff. October 14, 2024 - Service Pricing

Title	10/14/2024	10/14/2025
CEO	\$ 630	\$ 660
COO	\$ 605	\$ 635
Vice President	\$ 525	\$ 550
Senior Director	\$ 470	\$ 495
Senior Manager	\$ 440	\$ 460
Director	\$ 365	\$ 380
Manager	\$ 340	\$ 350
Senior Consultant	\$ 320	\$ 330
Consultant	\$ 290	\$ 301
Senior Business Analyst	\$ 260	\$ 270
Business Analyst	\$ 200	\$ 205
Appeals Coordinator	\$ 220	\$ 230
Administrative	\$ 150	\$ 155

Programming Staff

Title	10/14/2024	10/14/2025
Manager Systems Development	\$ 260	\$ 270
Director of Information Technology	\$ 340	\$ 350
Systems Programmer	\$ 285	\$ 295
Systems Administrator	\$ 255	\$ 265
Web Applications Developer	\$ 220	\$ 230
Programmer Analyst	\$ 220	\$ 230

Fixed Fee Service Schedule

DSH POS - CR Prep/Yr	\$ 4,500
DSH Historical - Prep/Audit - Per Yr	\$ 13,500
Medicare/Medi-Cal Bad Debt - Prep/Audit - Per Yr	\$ 11,500

DSH OP POS Look-up Service

Fees to process Medi-Cal OP POS are based on the volume of accounts processed. The POS system provides eligibility for the past 12 months. We therefore recommend processing the look-ups on a quarterly basis. Toyon's fee for this service are:

- Initial Set-up Fee/Quarter \$400

Acct Volume	Fee/Lookup
0-100,000	\$.05/acct
100,001 - 500,000	\$.025
500,001 - 1,000,000	\$.02
+1,000,001	\$.015

The volumes described above are based on cumulative claims processed in a fiscal year. Each July 1st, the account volume is reset to zero.