

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

DEPT: Chief Executive Office

BOARD AGENDA #: *B-7

AGENDA DATE: February 7, 2017

SUBJECT:

Approval to Amend the Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services and Adjust the Budget

BOARD ACTION AS FOLLOWS:

No. 2017-57

On motion of Supervisor Withrow, Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office
Urgent Routine

BOARD AGENDA #: *B-7

AGENDA DATE: February 7, 2017

CEO CONCURRENCE:



4/5 Vote Required: Yes No

SUBJECT:

Approval to Amend the Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services and Adjust the Budget

STAFF RECOMMENDATIONS:

1. Approve the amendment to the agreement between the County of Stanislaus and California Forensic Medical Group, Inc. for inmate health care services.
2. Authorize the Chairman of the Board to sign the amendment.
3. Authorize the Auditor-Controller to transfer appropriations from the Appropriations for Contingencies budget to the Chief Executive Office – Jail Medical Program budget per the attached budget journal.
4. Authorize the Chief Executive Officer to enter into an agreement with the Department of Health Care Services to participate in the Medi-Cal County Inmate Program for Fiscal Years 2016-2017 and 2017-2018.

DISCUSSION:

Amendment to the Agreement with California Forensic Medical Group

California Forensic Medical Group, Inc. (CFMG) provides health care services to all Stanislaus County inmates. Due to the expansion of the Public Safety Center, additional staff are needed to provide health care services, thereby requiring an amendment to the existing contract. The existing contract term is from March 1, 2013 through February 28, 2018, with two one-year extensions. This amendment is for the period of March 1, 2017 – February 28, 2018.

A group consisting of staff from the Chief Executive Office, Sheriff's Office, and the Probation Department met with CFMG staff several times to discuss the terms of the amendment. Operational efficiencies were identified in the process and incorporated into the amendment, such as transferring one existing position from another location to the Public Safety Center Expansion.

The contract amendment adds staff in two phases, commensurate with the phased opening of the Public Safety Center Expansion. For the period of March 1, 2017 – June 30, 2017 (Phase I), an additional 9.8 positions will be added. This staff will serve the additional 120 beds that will be filled in Phase I of the Public Safety Center Expansion. For the period of July 1, 2017 –

Approval to Amend the Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services and Adjust the Budget

February 28, 2018 (Phase II), an additional 7.5 positions will be added, representing a total of 17.3 additional positions. Phase II of the Public Safety Center Expansion adds 177 beds to the facility, representing an additional 297 beds in total. Exhibit 2A of the amendment displays the additional medical positions by classification.

Included in the positions referenced above is a full-time Registered Nurse to perform medical screenings for all inmates upon booking. This is a change from the current process, which the County deems necessary to provide more comprehensive medical screenings at the time of booking and aligns our processes with best practices in response to emerging legal liabilities. This change will occur in Phase II, when the process for booking men moves from the Downtown Jail to the new Public Safety Center Expansion in July 2017. Providing a full-time Registered Nurse, 24-hours per day, seven days per week represents 4.2 positions and approximately \$800,000 of the increased cost of this contract on an annual basis.

In addition, a provision is included in the amendment that allows CFMG to provide staffing for inmates in the 15 Sheltered Medical Beds (also referred to as the Outpatient Housing Unit). Because the Sheriff's Office plans to staff this unit with overtime staff as needed, CFMG will also provide staffing in a similar manner. The amount of payment will vary based upon the need to use the Outpatient Housing Unit, and will be billed separately.

Participation in the Medi-Cal County Inmate Program

The Department of Health Care Services (DHCS) has established a Medi-Cal County Inmate Program (MCIP) that makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. This represents a potential new resource to pay for qualifying medical claims that occur outside of the detention facility. While the program presents a direct savings for counties operating county-run hospitals, it is unclear how the program may benefit other counties (including Stanislaus) who rely on contracted medical providers. DHCS has issued a deadline of February 15, 2017 for the County to sign an agreement enrolling in the program for Fiscal Years 2016-2017 and 2017-2018. Staff are working with CFMG and other healthcare partners to determine if the structure of this program presents a net positive impact to Stanislaus County. Given the timing of the DHCS deadline and the ongoing work underway to fully develop a cost benefit analysis of entering the program, staff have included a recommendation in this agenda item to grant the Chief Executive Officer the authority to sign the program agreement should the final analysis support Stanislaus County's participation. Additional updates on this funding source will be provided in future budget reports to the Board.

POLICY ISSUE:

Approval of this agreement is in compliance with the Board of Supervisors' Contract Reporting Policy, approved on January 24, 2006 and later revised on March 22, 2011 which states that departments are required to obtain approval by the Board of Supervisors for any contract or agreement where the total cumulative compensation exceeds \$100,000. In addition, the Board of Supervisors must approve the use of Appropriations for Contingencies and any associated adjustments to budget appropriations by 4/5ths vote of the Board.

Approval to Amend the Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services and Adjust the Budget

FISCAL IMPACT:

Amendment to the Agreement with California Forensic Medical Group

The Chief Executive Office – Jail Medical Program budget is funded through the General Fund, with a current annual budget of approximately \$10 million to support existing adult and juvenile detention operations. The recommended contract amendment requires a budget adjustment of \$563,768 in the current fiscal year to fund the implementation of Phase I between March and June 2017. Funding for this contract amendment was planned for in the Fiscal Year 2016-2017 budget and included in Appropriations for Contingencies.

Fiscal Year 2017-2018 will include a full 12 months of operations of Phase I and Phase II of the recommended contract amendment. The total cost for operating Phase I and Phase II in Fiscal Year 2017-2018 is approximately \$3.5 million, and will be included in the development of the 2017-2018 Proposed Budget.

Approximately 25% of the future operating cost for the total jail expansion project (custodial staffing, jail medical, etc.) will be funded through the Community Corrections Partnership (CCP). Specific funding appropriations will be identified each year during the development of the annual CCP plan to reflect individual program components that align with the goals and priorities of the CCP.

Cost of recommended action: \$ 563,768

Source(s) of Funding:

Funding Total:

Net Cost to County General Fund

\$	-
\$	563,768

Fiscal Year:

Budget Adjustment/Appropriations needed:

2016-2017
Yes

Fund Balance as of July 1, 2016

N/A

Participation in the Medi-Cal County Inmate Program

It is estimated that the County may be eligible for approximately \$50,000 in reimbursement from the State for participation in the Medi-Cal County Inmate Program for Fiscal Year 2016-2017. Estimates for Fiscal Year 2017-2018 total approximately \$200,000. Additional information will be included in future budget reports to update the Board on the County's participation in this program and any resulting fiscal impact.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of providing A Safe Community and A Healthy Community by providing quality health care services to Stanislaus County inmates.

Approval to Amend the Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services and Adjust the Budget

STAFFING IMPACT:

Staff from the Chief Executive Office, Sheriff's Office, and Probation will continue to monitor the operational performance of the contractor, California Forensic Medical Group.

CONTACT PERSON:

Jody Hayes, Assistant Executive Officer, (209) 525-5714

ATTACHMENT(S):

1. Second Amendment to Agreement for Professional Services
2. Budget Journal

ATTACHMENT ONE

Second Amendment to Agreement for Professional Services

**SECOND AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES**

Reference is made to the Agreement for Professional Services dated as of January 15, 2013 by and between the County of Stanislaus ("County") and California Forensic Medical Group ("Consultant").

WHEREAS, the County is undergoing a jail expansion project that will be completed in three phases using County funds and money from the State pursuant to AB 900 and SB 1022.

WHEREAS, Phase I of the jail expansion project will commence on March 1, 2017 and add 120 beds to the facility.

WHEREAS, Phase II of the jail expansion project will commence on July 1, 2017 and add 177 beds to the facility.

WHEREAS, in order to provide healthcare to all inmates under this expansion, the Contractor requires additional staffing and infrastructure.

WHEREAS, Section 17 of the Agreement allows the parties to amend the Agreement by written consent.

WHEREAS, the County and Contractor have previously amended the Agreement on January 13, 2015.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 2.1 – Consideration of the Agreement is amended in its entirety to read as follows:

2.1 The Consultant shall be compensated for services provided hereunder in accordance with the Price Schedule set forth below:

Year #	Period Covered	Annual Base Amount	Monthly Base Amount	Per Diem
1	3/1/2013 – 10/31/2013	\$5,694,706	\$711,838	\$4.56
1	11/1/2013 – 2/28/2014	\$2,963,585	\$740,896	\$4.56
2	3/1/2014 – 2/28/2015	\$9,201,931	\$766,828	\$4.72
3	3/1/2015 – 2/28/2016	\$9,523,999	\$793,667	\$4.89
4	3/1/2016 – 2/28/2017	\$9,857,339	\$821,445	\$5.03
5	3/1/2017 – 2/28/2018	\$13,057,752	\$1,088,146	\$5.18

The County shall pay Consultant the Monthly Base Amounts as shown above on or before thirty (30) days after receipt of an invoice from Consultant for services provided hereunder. Per Diem increases or decreases shall be billed on a quarterly basis and shall be based upon the

combine average daily population for all of the Custodial Facilities (Average Daily Population).

The range of Average Daily Population for all facilities will be 1,305 – 1,450 for the time period of March 1, 2013 – February 28, 2017. The range will be increased by 120 beds for time period of March 1, 2017 – June 30, 2017 to 1,425 – 1,570. The range will be increased by an additional 177 beds for the time period of July 1, 2017 – February 28, 2018 to 1,602 – 1,747. The specific calculations are as follows:

If the Average Daily Population for the quarter is less than the bottom of the range, the decrease shall be calculated as follows: (Bottom of the Range – Average Daily Population) x (Per Diem) x (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 the top of the range, the increase shall be calculated as follows: (Average Daily Population – Top of the Range) x (Per Diem) x (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.

The County understands that the Contractor will at times need to utilize a nurse for the Outpatient Housing Unit (OPHU). That dollar amount is not recognized in the new monthly payment but as Contractor will bill the County separately for payment. The Contractor will be responsible for obtaining a signature from a designated Sheriff's representative verifying that a nurse was added in the OPHU, and the Contractor will submit a bill to the County for payment. The need for a permanent position in the OPHU will be analyzed during the remainder of the contract for the need to make permanent in future amendments or agreements.

Consultant agrees to use its best reasonable effort to facilitate Medi-Cal eligibility for inpatient medical services, and on a quarterly basis, shall remit to the County a payment in an amount equal to its avoided costs attributable to Medi-Cal reimbursements received by the treating hospital for inpatient services required under this agreement.

2. Section 5 – Office Space, Supplies, Equipment, Etc. is amended to add Section 5.3 as follows:
 - 5.3 Contractor will install and set up the equipment described in Exhibit 2B of this Amendment. The equipment will be the property of the Contractor, who will bear the ongoing cost of maintaining, repairing, and replacing the

equipment.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment as of this 24th day of January 2017.

COUNTY OF STANISLAUS

CALIFORNIA FORENSIC MEDICAL GROUP

By: 

Chairman of the Board of Supervisors
Vito Chiesa
"County"

By: 

Kathy Shea, Chief Financial Officer
"Consultant"

Approved: BOS Resolution # 2017-57

APPROVED AS TO CONTENT:

Probation Department

By: 

Jill Silva, Chief Probation Officer

APPROVED AS TO CONTENT:

Sheriff's Department

By: 

Adam Christianson, Sheriff

APPROVED AS TO FORM:

By: 

John P. Doering, County Counsel

- ROBERT S. TABB
DEPUTY COUNTY COUNSEL

Exhibit 2A

Stanislaus County Expansion Staffing Plans

NOTES:

Items depicted in red type represent additions or changes from the prior phase.

Optional staffing for 24/7 OPHU Nursing would be 8 hours for each day, evening and night shift, 7 days a week (168 hours per week or 4.2 FTE's).

Stanislaus County									
Phase 1 - Estimated March 2017-June 2017									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
Facility Coordinator RN		8.0	8.0	8.0	8.0	8.0	8.0	40.0	1.0
RN	8.0						8.0	16.0	0.4
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Mental Health Clinician		4.0	4.0	4.0	4.0	4.0		20.0	0.5
PM Evening Shift									
RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
LVN*	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Night Shift									
RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Subtotal								356.00	8.90
Medical Providers									
PA/FNP	16 hours per week							16.0	0.40
DENTIST	8 hours per week							8.0	0.20
DENTAL ASSISTANT	8 hours per week							8.0	0.20
DENTAL HYGIENIST	4 hours per week							4.0	0.10
Subtotal								36.00	0.90
Grand Totals								392.00	9.80

Stanislaus County									
Phase 2 - Estimated July 2017-Feb 2018									
Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
Facility Coordinator RN		8.0	8.0	8.0	8.0	8.0	8.0	40.0	1.0
RN	8.0						8.0	16.0	0.4
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Medical Records Clerk	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Mental Health Clinician		8.0	8.0	8.0	8.0	8.0		40.0	1.0
Booking RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
PM Evening Shift									
RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
LVN*	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Booking RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Night Shift									
RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
LVN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Booking RN	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.4
Subtotal								600.00	15.00
Medical Providers									
PA/FNP	40 hours per week							40.0	1.00
PSYCHIATRIST	8 hours per week							8.0	0.20
DENTIST	16 hours per week							16.0	0.40
DENTAL ASSISTANT	16 hours per week							16.0	0.40
DENTAL HYGIENIST	4 hours per week							4.0	0.10
PHYSICIAN	8 hours per week							8.0	0.20
Subtotal								92.00	2.30
Grand Totals								692.00	17.30

*One LVN staff position (1.4 FTE) will be staffed by transferring personnel from current facilities - there is no incremental cost for this position.

Exhibit 2B

S/O Room #	Dewberry Room #	Room Type	Room Name (Plans)	Estimated Installation Date	CFMG computer	Printer O(Office) Copy/Fax/Scan
C311	A134	CFMG	Med Prog. Director			
C307	A130	CFMG	Physician			
C309	A132	CFMG	Direct. Nursing			
C312	A135	CFMG	Admin			
C308	A131	CFMG	Nurse Pract. -1			
C305	A126	CFMG	Men Health -1			1 (O)
C310	A133	CFMG	Visiting Physician			
No #	A103.1	CFMG	Nurse		1	
	A103.2	CFMG	Nurse		1	
	A103.3	CFMG	Nurse		1	
	A103.4	CFMG	Nurse		1	
	A103.5	CFMG	Nurse		1	
	A103.6	CFMG	Nurse		1	
	A103.7	CFMG	Nurse		1	
	A103.8	CFMG	Nurse		1	
	A103.9	CFMG	Nurse		1	
	A103.10	CFMG	Nurse		1	
	A103.11	CFMG	Nurse		1	
	A103.12	CFMG	Nurse		1	
	A103.13	CFMG	Med. Clerk		1	1 (CFS)
	A103.14	CFMG	Med. Clerk		1	
	A103.15	CFMG	Med. Clerk		1	
C314	A137	CFMG	Treatment Room		1	
C319	A106.2	CFMG	Clerical		1	
C318	A106.1	CFMG	West Nurse		1	1 (O)
C318	A106.1	CFMG	West Nurse		1	
C322	A158	CFMG	Dental Workstation		1	
C331	A148	CFMG	Dental Operatory		County purchased	
C300	A128	CFMG	Medication Distribution		2	
H134	A106.4	CFMG	East Nurse (2)		2	
C314	A137	Treatment Room	Medical		1	
C339	A140	Exam Room 1	Medical		1 laptop	
C340	A141	Exam Room 2	Medical		1 laptop	
C341	A142	Exam Room 3	Medical		1 laptop	
C342	A143	Exam Room 4	Medical			
C338	A144	Pre-- Exam Room	Medical			
C316	A139	X-- Ray Room	Medical			
K704	C108	CFMG-- Sick call	HUK		1	
L704	D108	CFMG-- Sick call	HUL		1	
M710	B130	CFMG-- Sick call	HUM		1	
M119	B115	Sick call/Exam	K1/K2		1	
M313	B110	Sick call/Exam	K3/K4		1	
M515	B123	Sick call/Exam	K5/K6		1	
R155	EB145	Medical Triage	Receiving			
R163	EC158	CFMG	Medical Exam Room		1	
R219	EC140	CFMG	Nurse		1	

ATTACHMENT TWO

Budget Journal

