

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

DEPT: Chief Executive Office

BOARD AGENDA #: *B-3

AGENDA DATE: April 18, 2017

SUBJECT:

Approval to Amend the Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services to Support Participation in the Medi-Cal County Inmate Program

BOARD ACTION AS FOLLOWS:

No. 2017-182

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

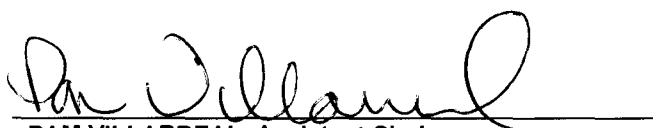
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: PAM VILLARREAL, Assistant Clerk

File No.

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

DEPT: Chief Executive Office

BOARD AGENDA #: *B-3

Urgent Routine

AGENDA DATE: April 18, 2017

CEO CONCURRENCE: *pht*

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 to Support Participation in the Medi-Cal County Inmate Program

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 to support participation in the Medi-Cal County Inmate Program (MCIP).
2. Authorize the Chairman of the Board to sign the amendment.

DISCUSSION:

On February 7, 2017, the Board of Supervisors authorized 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 (MCIP) for Fiscal Years 2016-2017 and 2017-2018. Those agreements have been sent to the State in anticipation of an April 1, 2017 start date.

The MCIP program makes federal financial participation (FFP) funding available for inpatient hospital care provided to Medi-Cal eligible County inmates. Under the program, the State will pay inpatient service providers directly for inmates enrolled in the program. The State will also charge a small fee for administering this program, estimated at \$1,222 for Fiscal Year 2016-2017 and \$4,045 for Fiscal Year 2017-2018.

Under the current arrangement with California Forensic Medical Group (CFMG), all inpatient costs are paid directly by CFMG. Under the MCIP program, the State will provide payments directly to hospital providers for services rendered to all eligible County inmates. This creates a savings for CFMG that will be returned to the County.

The attached amendment to the agreement between the County of Stanislaus and California Forensic Medical Group, Inc. clarifies the responsibilities of the County and CFMG related to the MCIP program. The County is responsible for screening inmates for eligibility and enrolling them in MCIP. This process is currently in place as the Community Services Agency is working with El Concilio to determine eligibility and to enroll inmates in MCIP.

Once the off-site inpatient services are provided, the service providers will bill the State directly for inpatient services related to MCIP. Under the current agreement, CFMG pays for these services. Since CFMG will realize a savings under the MCIP program, CFMG will return 85% of the savings to the County, and will retain 15% of the savings for program administration.

Approval to Amend the Agreement Between the County of Stanislaus and California Forensic Medical Group, Inc. for Inmate Health Care Services to Support Participation in the Medi-Cal County Inmate Program

CFMG's obligation under the amended agreement is to reimburse the County for the annual MCIP administration costs paid to the Department of Health Care Services (DHCS), and pay the Quarterly non-federal share that will be invoiced from DHCS along with the paid claim analysis. CFMG will also reimburse the County 85% of the savings that CFMG will realize for each individual inpatient stay. CFMG will retain the remaining 15% of the savings realized for administration of the program.

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.

FISCAL IMPACT:

The Chief Executive Office – Jail Medical Program budget is funded through the General Fund, which has a current annual budget of approximately \$10 million to support existing adult and juvenile detention operations. It is estimated that the County may be eligible for approximately \$50,000 in reimbursement from CFMG for participation in the Medi-Cal County Inmate Program for Fiscal Year 2016-2017. Estimates for Fiscal Year 2017-2018 total approximately \$200,000. There is no budget adjustment recommended at this time, as the actual amounts are unknown pending the start of the program on April 1, 2017. Any reimbursements will be used to offset costs in the Jail Medical Program budget and will reduce the County's General Fund contribution.

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.

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. Third Amendment to Agreement for Professional Services

ATTACHMENT ONE

Third Amendment to Agreement for Professional Services

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES

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

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to address compensation for services that are covered by the Medi-Cal County Inmate Program (MCIP).

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 and January 24, 2017.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 shall be amended by the replacement of the following paragraphs:

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

Year #	Period Covered	Monthly Base Amount	Per Diem
1	3/1/2013 – 10/31/2013	\$711,838	\$4.56
1	11/1/2013 – 2/28/2014	\$740,896	\$4.56
2	3/1/2014 – 2/28/2015	\$766,828	\$4.72
3	3/1/2015 – 2/28/2016	\$793,667	\$4.89
4	3/1/2016 – 2/28/2017	\$821,445	\$5.03
5	3/1/2017 – 6/30/2017	\$991,138	\$5.18
5	7/1/2017 – 2/28/2018	\$1,136,651	\$5.18

2. Section 2 shall be amended by the addition of the following paragraphs:

2.5 COUNTY shall take reasonable steps, both upon incarceration, periodically thereafter, and (if necessary) at the time that off-site inpatient services are provided, to screen inmates for eligibility to enroll in MCIP and, with respect to inmates who are so eligible, shall assist the inmates with enrollment to the extent such assistance is legally permissible.

2.5.1 CONTRACTOR and COUNTY will coordinate to facilitate MCIP eligibility of inmates and Medi-Cal payment for Medi-Cal covered services.

2.5.2 CONTRACTOR agrees to use its reasonable best effort to facilitate MCIP eligibility for Medi-Cal covered services, and shall provide COUNTY and/or COUNTY-designated third-party billing contractor with all documentation that may be required to facilitate

claiming of or reimbursement for the cost of Medi-Cal covered services by the COUNTY.

2.5.3 CONTRACTOR shall notify the COUNTY of any inmate who may have a hospital stay longer than 24 hours. COUNTY will begin the process of obtaining Medi-Cal or any other third-party coverage and reimbursement. CONTRACTOR will provide all necessary information in the medical file as may be needed to secure coverage and reimbursement.

2.5.4 COUNTY agrees to use its best reasonable effort to facilitate Medi-Cal payment for items and services that are covered by Medi-Cal, and shall provide to or obtain from CONTRACTOR and providers that furnish such services (or their designated agents) all documentation required to facilitate Medi-Cal payment for such services.


2.5.5 Notwithstanding anything to the contrary contained herein, COUNTY expressly releases CONTRACTOR from any financial liability for health care items and services provided to an inmate where such items are covered by Medi-Cal and provided to an inmate who is determined eligible for and is enrolled in Medi-Cal as of the time such items or services are provided.

2.5.6 Because of COUNTY's participation in MCIP, COUNTY and CONTRACTOR acknowledge there is a net reduction in CONTRACTOR's liability for medical treatment costs for individual inmate inpatient episodes. Accordingly, COUNTY and CONTRACTOR agree Contractor will reimburse Annual MCIP Administrative Services share paid to DHCS, and pay the Quarterly non-federal share that will be invoiced from DHCS along with the paid claim analysis. Contractor will also reimburse county 85% of the reduced liability (i.e., savings) that CONTRACTOR will realize for each individual inpatient episode which shall be paid by CONTRACTOR to COUNTY; CONTRACTOR shall be allowed to retain the remaining 15% of the savings realized. The maximum amount of annual reimbursement of this section shall be \$350,000.

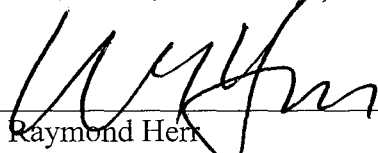
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Third Amendment as of this 1 day of April 2017.

COUNTY OF STANISLAUS ("County")

By: 
Vito Chiesa
Chairman of the Board of Supervisors


CALIFORNIA FORENSIC MEDICAL GROUP, INC. ("Contractor")

By: 
Raymond Herr
Chief Medical Officer

Approved: BOS Resolution # 2017-182

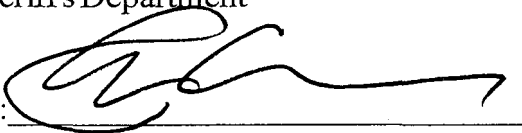
APPROVED AS TO CONTENT:

Probation Department


By: 
Mike Hamasaki
Chief Probation Officer

APPROVED AS TO CONTENT:

Sheriff's Department

By: 
Adam Christianson
Sheriff

APPROVED AS TO FORM:

By: 
Robert J. Taro
Deputy County Counsel