

2025 CFMG Agreement

April 1, 2025 Board of Supervisors Meeting



Background

- CFMG has provided healthcare services (medical and mental health) to the incarcerated population in the Sheriff's correctional facilities, as well as medical services for youth held in the Probation Department's juvenile facilities since April 1, 2017.
- The Sheriff's Office contracted with Avocet, LLC to conduct two healthcare staffing analyses, the last of which was received in July 2024.
- An RFP for healthcare services was published in fall 2024 and CFMG was selected as the most qualified responsive bidder. The RFP focused on Remedial Plan requirements in the *Murray* case, California Advancing and Innovating Medi-Cal (CalAIM) implementation and compliance with monitoring.
- The County team from Sheriff's Office, Probation, Public Health, BWell, CEO's Office, Risk Management, and County Counsel negotiated with CFMG on terms and conditions of the Agreement.

Summary of Agreement

- Term – April 1, 2025 through March 31, 2027 (2 years with 3 optional one-year extensions)
- Costs

Funding Source	Contract Year 1 (April 1, 2025 – March 31, 2026)	Contract Year 2 (April 1, 2026 – March 31, 2027)	Total
General Fund	\$22,238,347	\$23,700,255	\$45,938,602
State - Jail Based Competency Treatment (JBCT)	\$1,295,092	1,333,944	\$2,629,036
Opioid Settlement Funding	\$600,600	\$600,600	\$1,201,200
Total	\$24,134,039	\$25,634,799	\$49,768,838

Notable Changes to Agreement

- Term
- Minor staffing adjustments
- Statement of Work
 - Incorporated CalAIM and Remedial Plan requirements
 - Incorporated position descriptions for key positions
- Insurance policy limits
- Service Level Agreements – liquidated damages, compliance thresholds
- JBCT program included in Agreement

New Service Level Agreements

Enhanced Liquidated Damages provisions for failure to meet Service Level Agreements (Exhibit H) enforced monthly or quarterly

Provision	Compliance Threshold	Liquidated Damages Amount
2.a.5. The Contractor shall refer incarcerated persons to a higher level of psychiatric care after 8 hours of no improvement or deterioration for incarcerated persons housed in Safety Cells or on Suicide Watch.	95%	\$500 / Incarcerated Person*
2.a.6. The Contractor shall refer all incarcerated persons to an inpatient mental health facility or hospital after 24 hours of being in a safety cell, absent exigent circumstances documented by clinical and custody staff.	95%	\$500 / Incarcerated Person*
6.a.3. The Contractor shall ensure that all incarcerated persons with routine medical concerns are seen by the Provider within five (5) days of review by the Triage RN, or sooner if clinically indicated.	90%	\$100 / Incarcerated Person*

*Amounts assessed per incarcerated person shall be based on an extrapolation of the sample size to account for all incarcerated persons within the facility with a similar condition.

Staffing Changes to the Agreement

Addition of 21.95 FTE positions to Sheriff's jails with no staffing changes to Probation's JJC.

Position	Existing FTE	Added FTE	Total FTE
Medical Director	0.60	0.15	0.75
Assistant Health Services Administrator	N/A	1.0	1.0
Mid-Level Providers (NP/PA)	2.6	0.4	3.0
Certified Medical Assistants	2.0	0.5	2.5
Registered Nurses	14.6	4.2	18.8
Licensed Vocational Nurses	16.8	2.8	19.6
Mental Health Clinician	9.5	3.0	12.5
Licensed Psychiatric Technicians	2.0	5.0	7.0
Substance Use Disorder Counselor	2.0	2.0	4.0
Facility Coordinators	1.0	1.0	2.0
Psychologist	N/A	0.5	0.5
Mental Health Professional (Virtual)	N/A	1.4	1.4

Anticipated Improvements with this Agreement

- Enhanced discharge planning services for released individuals (requirements for assessments, visits and documentation pursuant to CalAIM)
- Increased provision of counseling services to MAT patients (addition of SUD Counselors)
- Improvements in medication delivery compliance (addition of LVNs)
- Increased supervisory oversight of jail healthcare (addition of Assistant Health Services Administrator, Facility Coordinator)
- Decreased patient wait times for provider visits (addition of Mid-Level Providers)
- Increased clinical interactions in Behavioral Health Units (addition of Mental Health Clinicians)
- Improved compliance with PHD and BWD monitoring (addition of clinical staff)

CalAIM Contract Implications

- CalAIM is transforming the way health and mental healthcare is provided to the incarcerated population.
- County anticipates receiving revenues associated with in-custody care once CalAIM is implemented.
- Sheriff and Probation are working collaboratively with multiple County departments to implement CalAIM.
- Pharmacy costs are expected to increase with provision of 30-day release medications to released individuals.

Recommended Actions:

- That the Board of Supervisors:
 - A) Approve, ratify and authorize the Chair to execute a Seventh Amendment to Agreement for Services with California Forensic Medical Group (CFMG) for healthcare services (medical and mental health) to Incarcerated Persons and for medical services for the Youth housed at the Probation Department facilities for the term of April 1, 2025 to March 31, 2027 in an amount not to exceed \$49,768,838, with three one-year options to extend the contract term;
 - B) Approve, ratify, and authorize the Sheriff or his designee to provide County's written consent for CFMG, under Section 18 of the Agreement, to subcontract Jail Based Competency Treatment services to California Health and Recovery Solutions, P.C. (CHRS), subject to concurrence of County Counsel.
 - C) Delegate to the Sheriff or his designee and Probation Chief or her designee to amend the agreement to incorporate terms required by federal or state law, including CalAIM standard terms and conditions, subject to the concurrence of County Counsel.
 - D) Provide any other direction, as appropriate; and
 - E) Determine that the above action is not a "Project" subject to CEQA section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.