



Sheriff's Office
and
Probation Department

Correctional Health Services
Contract
California Forensic Medical Group
February 28th, 2017

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Contractual Terms



- The California Forensic Medical Group (CFMG) shall commence performance on April 1, 2017, and end on April 1, 2022, or unless earlier terminated.
- The Parties may agree to extend the term and conditions herein for one (1) year at a time. The Parties agree the one (1) year term extensions may be agreed upon up to, but may not exceed, three (3) one year term extensions.



Accreditation Requirements



Sheriff

- Within 12 months of this Agreement's start date, the CFMG shall submit to the Sheriff an action plan, timetable, assignments, and resource requirements that shall support medical and mental health accreditation by the National Commission on Correctional Health Care (NCCHC) no later than two years from this Agreement's start date.

Probation

- Juvenile Hall (SMJH) and Los Prietos Boys Camp (LPBC) is currently accredited through the State of California's Institute for Medical Quality (IMQ). Within 12 months of this Agreement's start date, the CFMG shall submit to Probation plan outlining requirements accreditation through NCCHC.
 - CFMG will maintain or implement accreditation by IMQ or NCCHC, as determined by Probation.



Accreditations



Fees & Penalties

- CFMG shall incur all costs associated with achieving and maintaining NCCHC accreditation over the contract term.
- Failure to obtain or maintain the specified accreditation, NCCHC or IMQ, as shall result in CFMG being considered in breach of this Agreement, and subject to a **penalty of \$100,000 per facility**, Sheriff, Probation SMJH and LPBC.
- The penalty shall be assessed on the date on which the accrediting authority deems that the facility is denied or loses accreditation status.



Service Level Agreements (SLAs)



- Clinical staffing positions will be maintained with penalties assessed if vacancies go unfilled for more than (60) sixty days.
- All individual charts shall include a detailed Problem List that outlines specific patient needs for easy reference and accurate diagnosis with penalties assessed if random samples fall below 90% compliance.
- In the Jail, all detainees triaged in nurses sick call as requiring a follow-up visit will be seen by a provider within (10) ten days for priority and (14) fourteen days for routine. If random samples fall below 90% compliance, penalties will be assessed.



Continuous Quality Improvement (CQI)



- CFMG shall develop and maintain Continuous Quality Improvement (CQI) Committees at the Sheriff and Probation facilities.
- The CQI process shall comply with all NCCHC standards. The CQI process shall identify annual clinical and operational priorities and an annual CQI calendar at each facility.
- The CQI Committee's objective shall be to ensure that high quality cost-effective health care commensurate with community standards is available to all inmates and youths.
- The CQI Committee shall be responsible for conducting root-cause analyses and testing corrective actions that improve quality of care, enhance health care and behavioral health care operations, and ensure responsible management of offsite services.



Continuous Quality Indicators (CQI)



- CFMG shall also conduct its own corporate-based quality improvement activities, and report those activities to the CQI Committee for inclusion at the next scheduled CQI meeting.
- The Sheriff CQI Committee shall meet on a monthly basis and the Probation CQI Committee shall meet quarterly.
- As part of the CQI process, CFMG shall respond to all health care grievances, with the exception of mental health grievances at Probation facilities. Response timeframes shall comply with Sheriff and Probation requirements and all state and federal mandates. CFMG shall conduct detailed analysis on grievance patterns that show a clinical, personnel, or operational trend, and shall report findings to the CQI Committee.



Mandatory Reporting



CFMG shall comply with all reporting requirements outlined in this Agreement. These reports shall include but not be limited to the following:

- Missed Appointments Log
- Sick Call Request Log
- Pharmacy Usage Report
- Medication Utilization Report
- CQI Monthly Report
- Clinical Oversight Plan
- NCCHC Accreditation Plan Progress Report
- NCCHC Accreditation Annual Maintenance Report (after accreditation)
- Monthly Staffing Report
- Missed Medication Log
- Detoxification Log
- Dental Waiting List
- Sick Call Log



Oversight



External Oversight

- The County intends to engage Public Health and Behavioral Wellness to serve as Agreement advisors, managers, and community partners with the Sheriff, Probation, and CFMG in the design, delivery and evaluation of health care services. Upon approval of this Agreement, the Sheriff's Office and the Probation Department will create Memorandums of Understanding (MOUs) between Public Health and Behavioral Wellness to provide this oversight.
- CFMG will fully cooperate in all planning, oversight and evaluation activities. These may include but are not limited to peer review of clinical services, participation in Quality Improvement activities, planning for future service delivery, developing transition services into and out of the jail and probation facilities, and other activities.



Electronic Medical Records (EMR)



- Within six months of the signing of this Agreement, CFMG will deliver a comprehensive plan to the County outlining the initiation and installation of an electronic medical record (EMR) to be completed in the first year of this agreement (EMR Plan).
- CFMG agrees that County has the right to approve or deny the EMR Plan. CFMG agrees that if County approves the EMR Plan, implementation is contingent on a software upgrade to the current Sheriff's Jail Management System (JMS). The County agrees that the one-year implementation requirement to install EMR is tolled until the County notifies CFMG that the software upgrade in this section is completed.
- The EMR Plan shall include detailed instructions on how the EMR will integrate with the automated record systems used by the Sheriff, Probation, Behavioral Wellness, and Public Health.
- Contractor's EMR Plan shall assist the County in all ongoing, and any future, data sharing initiatives that would benefit from the data contained in the EMR database.
- The EMR Plan shall provide that at the end of the Agreement term, the EMR will be transferred to the County in Comma Separated Value (CSV) or other mutually agreed upon format that can be independently accessed by County staff.



Cost Summary



	<u>Sheriff</u>	<u>Probation</u>	<u>Total</u>
Year 1 Contract Services	5,578,522	989,402	6,567,924
Year 2 Contract Services	5,745,878	1,019,084	6,764,962
Year 3 Contract Services	5,918,254	1,049,657	6,967,911
Year 4 Contract Services	6,095,802	1,081,147	7,176,949
Year 5 Contract Services	6,278,676	1,113,581	7,392,257
Total Contract Services	29,617,132	5,252,871	34,870,003
Year 1 Pharmacy	252,000	105,000	357,000
Year 2 Pharmacy	252,000	105,000	357,000
Year 3 Pharmacy	252,000	105,000	357,000
Year 4 Pharmacy	252,000	105,000	357,000
Year 5 Pharmacy	252,000	105,000	357,000
Total Pharmacy	1,260,000	525,000	1,785,000
EMR One time	15,000	8,500	23,500
Year 1 EMR	20,664	2,163	22,827
Year 2 EMR	20,664	2,163	22,827
Year 3 EMR	20,664	2,163	22,827
Year 4 EMR	20,664	2,163	22,827
Year 5 EMR	20,664	2,163	22,827
Total EMR	103,320	10,815	114,135
Total Contract Cost	<u>\$30,995,452</u>	<u>\$5,797,186</u>	<u>\$36,792,638</u>



QUESTIONS?