

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-19

Urgent Routine

AGENDA DATE June 24, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Extend the Contract with California Forensic Medical Group (CFMG) to Provide Medical Services to Adults and Juveniles in Detention Facilities in Stanislaus County for the Period of July 1, 2008 to June 30, 2009

STAFF RECOMMENDATIONS:

1. Approve a contract amendment with California Forensic Medical Group (CFMG) for medical services in Stanislaus County Detention Facilities.
2. Authorize the Chief Executive Officer to sign the amendment effective for the period of July 1, 2008 through June 30, 2009.

FISCAL IMPACT:

The base contract amount for Fiscal Year 2008-2009 will be \$6,675,069, which represents an increase of \$362,936 over the current fiscal year. The per diem amount (cost of each additional inmate over the contract maximum) will be \$3.27 per inmate. The current contract calls for a five-percent increase each year on July 1, for both the base contract and per diem charge, which is incorporated into these amounts. This budget is completely funded by the General fund, and appropriations are included in the 2008-2009 Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2008-477

On motion of Supervisor Monteith, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

On July 12, 2005, the Board authorized the current agreement with California Forensic Medical Group (CFMG) to provide medical services to adults and juveniles in detention facilities in Stanislaus County for the period of July 1, 2005 to June 30, 2008. Extension of the agreement will continue to provide medical and mental health services to adults and juveniles in detention facilities. The current contract includes a five-percent increase on July 1 of each year for both the base contract and per diem amounts. The base contract serves a population of 1,275 to 1,475 inmates, and a per diem amount is paid for those inmates that exceed the population maximum. The average daily population for all detention facilities for the current fiscal year has been nearly 1,520.

Also included in this contract amendment is revised language regarding hiring, supervision, and control of the contractor's employees.

The extension is requested for one additional year in order to complete a Request for Proposal (RFP) process for jail medical services. It is intended that the RFP will be completed during the 2008-2009 Fiscal Year and that the successful contractor will be in place beginning on July 1, 2009.

POLICY ISSUES:

Approval of this contract amendment with California Forensic Medical Group, (CFMG) to provide jail medical services addresses the Board of Supervisors' priorities of *A safe community* and *A healthy community*. This amendment will provide continuity of services to inmates until the Request for Proposals process is completed.

STAFFING IMPACTS:

Current Chief Executive Office staff working in collaboration with Sheriff and Probation Department staff will continue to oversee this contract.

AMENDMENT TO AGREEMENT FOR MEDICAL SERVICES IN STANISLAUS COUNTY DETENTION FACILITIES

The parties agree to the following Amendment for Medical Services in Stanislaus County Detention Facilities which became effective July 1, 2005 (herein, the "Agreement") and agree to extend the term of the original agreement an additional year, from July 1, 2008 to June 30, 2009.

The terms of this Amendment are as follows:

First, the terms of the "Agreement" are hereby extended for the period to commence July 1, 2008 and to end on June 30, 2009 at 12 p.m.

Second, Section "5" of said "Agreement" is hereby amended to read as follows:

5. Payments

A. In consideration for its services hereunder, the County shall pay to CFMG the sum of \$6,675,069 (six million, six hundred seventy five thousand, and sixty-nine dollars) for the period of July 1, 2008 to June 30, 2009. This payment methodology will be applied annually throughout the life of the contract.

B. Per Diem Payments or Reductions

Monthly installment payments shall be increased or decreased on a monthly basis pursuant to the following terms:

a) If the combined average daily population for the Adult Facilities and Juvenile Facility for a given quarter is less than 1,275, the difference would be multiplied by \$3.27 (three dollars and twenty-seven cents) times the number of days in the quarter. This amount would be subtracted from the payment to CFMG.

b) If the combined average daily population for the Adult Facilities and Juvenile Facility is greater than 1,475, the difference would be multiplied by \$3.27 (three dollars and twenty-seven cents) times the number of days in the quarter. This amount would be added to payments to CFMG.

Third, Section 14. Independent Contractor shall be amended to add the following as a new subsection C.

No Supervision or Control. County shall have no control or direction over the methods by which Contractor shall perform its work and functions, including the selection, retention, discipline and discharge of Contractor employees; the sole interests of County being to

ensure that its County Detention Facilities are securely operated and that inmates detained therein are treated in a competent, efficient and satisfactory manner. County retains the authority to grant or deny access to County Detention Facilities."

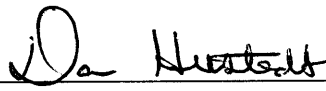
Fourth, the first sentence of Section 23. Approval of Employee Hiring is deleted and replaced with the following sentences:

23. Approval of Employee Hiring. All CFMG employees shall be subject to Sheriff/Probation Department security background checks prior to receiving clearance to work in County detention facilities. Provided, however, that new CFMG hires shall be subject to a "Live Scan" automated background criminal check and provided that no criminal record history is found to exist, the new hire shall be granted immediate temporary access to work at the facilities pending County's completion of its own background security check. The Live Scan shall be conducted no later than 48 hours from request from CFMG.

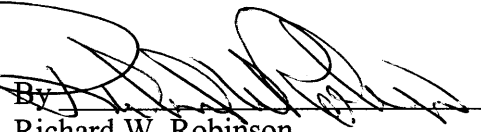
Fifth, all other terms of the "Agreement" shall remain in effect.

In witness whereof, the parties hereto have executed this Amendment to the "Agreement."

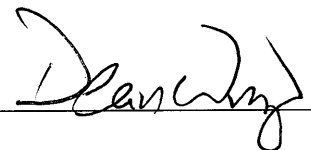
CONTRACTOR:

By 
CFMG
Cannery Row Park Plaza
300 Foam Street, Suite B
Monterey, CA 93940


COUNTY

By 
Richard W. Robinson
Chief Executive Officer
Stanislaus County

APPROVED AS TO FORM:

By  Dean Wright, Deputy County Counsel

ATTEST:

 Christine D. Ferraro, Clerk to the Board