

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE January 27, 2015

CEO Concur with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

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

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.

FISCAL IMPACT:

The cost of the contract for Fiscal Year 2014-2015 is \$9.3 million and is funded primarily by the General Fund. There is no fiscal impact associated with the change in positions as requested.

BOARD ACTION AS FOLLOWS:

No. 2015-37

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

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  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

**DISCUSSION:**

The contract for inmate health care services with California Forensic Medical Group, Inc. (CFMG) calls for four key positions to be filled at all times: a full-time Program Manager, a qualified California licensed Dentist, a California licensed Director of Nursing, and a qualified California licensed physician serving as Medical Director. The Director of Nursing position has since become vacant and CFMG is requesting to fill the position as an Assistant Program Manager. An internal candidate, who has worked for both CFMG and the previous inmate health care provider, CCS, has been identified as the appropriate candidate to fill one of the four key positions. She has demonstrated value to both organizations as the Administrative Assistant and has gradually taken on more responsibility. The candidate does not possess a California nursing license, however, so she does not meet that specific qualification of the Director of Nursing position.

Although the candidate does not possess a California nursing license, the current Program Manager does, although not required in the position description. As such, the County is comfortable with substituting the Director of Nursing position for an Assistant Program Manager position.

An internal group of County representatives from the Sheriff's Office, Probation, and the Chief Executive Office meet monthly with the Program Manager and other staff from CFMG to review statistics, grievances, and other operational issues. This request has been discussed at length and all County departments are in agreement with the requested change.

**POLICY ISSUE:**

This action is consistent with the Board of Supervisors' priority of maintaining a safe community.

**STAFFING IMPACTS:**

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

**CONTACT PERSON:**

Brenda Kiely, Management Consultant – (209) 525-7674.

**FIRST 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 Consultant has requested to substitute the Director of Nursing position with an Assistant Program Manager position and the County has agreed to this substitution; and

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

NOW THEREFORE, the parties hereby agree as follows:

1. Section 11.1 of Exhibit A – Scope of Work (Medical) of the Agreement is amended to read as follows:

11.1 Key Positions: Consultant shall provide staffing of the following key positions at all times:

11.1.1 A full-time, on-site Program Manager with a minimum of two (2) years of California experience, who shall have general responsibility for the successful delivery of health care for each of the Custodial Facilities.

11.1.2 A qualified, California licensed dentist;

11.1.3 Either a qualified, California licensed director of nursing or a qualified, on-site Assistant Program Manager; and

11.1.4 A qualified, California licensed physician serving as medical director.

At County's discretion, Consultant may be subject to a fine of \$1,000 per day for its failure to staff anyone of these four (4) key positions.

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

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment as of this 13th day of January 2015.

COUNTY OF STANISLAUS

CALIFORNIA FORENSIC MEDICAL GROUP

By:   
Chairman of the Board of Supervisors


By:   
Dan Hustedt, Chief Executive Officer

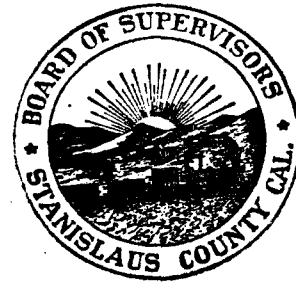
"County"

"Consultant"

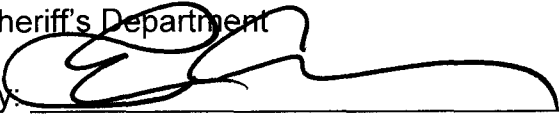
Approved: BOS Resolution # 2015-37

APPROVED AS TO CONTENT:  
Probation Department

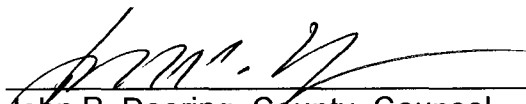
By:   
Jill Silva, Chief Probation Officer



APPROVED AS TO CONTENT:  
Sheriff's Department

By:   
Adam Christianson, Sheriff

APPROVED AS TO FORM:

By:   
John P. Doering, County Counsel