



**Untangling the Mystery of Medical Programs:
What Does ALL THAT Mean?**

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A Variety of Facilities



- ADP
- Location
- Housing agencies
- Location
- Staffing
- County support
- Sheriff/ JA experience
- Formality
- Personalities



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A Variety of Needs



- Medical staff
- EMS
- Pharmacy
- Lab/Radiology
- Medial Supplies
- On-site services
- Off-site Referrals
- Training
- Risk Management



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A Variety of Options



Management Company

- Medical Vendor
- Public Health
- Hospitals
- Clinics

“Self-op”

- Contracted physician
- Consultants



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Did You Notice?

No medical support is not an option.

The simplest definition of deliberate indifference
Knowing something is wrong and doing nothing about it

PROTECT YOURSELF



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Missouri Revised Statute 221.120.1

If a **prisoner** confined in the county jail is **sick** and **in the judgement of the jailer** requires the **attention** of a physician, dental care, or medicine, **the jailer shall procure** necessary medicine, dental care or **medical attention necessary or proper to maintain** the **health** of the prisoner.

Missouri statute assigns medical responsibility to you

You DO have options

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Unraveling the Options

Medical Vendor Local Provider Consultants

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Medical Vendors

- Privately owned
- For-profit
- Full service program
- Standard contract
- Competitive

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Contracted Medical Vendor

<p></p> <ul style="list-style-type: none"> “One-Stop-Shop” Practitioner provided May Employ nurses and MH Resources with price breaks Departmental experts Manuals of documents Litigation experience Insurance with indemnification 	<p></p> <ul style="list-style-type: none"> Most expensive option Multiple contacts “Corporate” rules Rigid role assignments Limited Flexibility Non-clinical decision makers Litigation experience Self-monitored “Lost in the shuffle”
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10

The slide is titled "Local Contracts" and is divided into two columns. The left column is marked with a thumbs-up icon and lists positive aspects: Community connections, Local tax dollars, Specialty providers, Staff sharing options, Public health compliance, Emerging trends, "Free" services, grants, and Medicaid applications. The right column is marked with a thumbs-down icon and lists challenges: Different care philosophy, Different regulations, Different standards, Not security oriented, HIPAA misunderstanding, Higher off-sites, Higher med %, Comfort items, and Respond in fear of lawsuits. The CMLC logo is in the bottom right corner.

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The slide is titled "Consultants" and lists three characteristics: "Independently owned", "Small business", and "Wide variety". The CMLC logo is in the bottom right corner.

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Consultants

<p></p> <ul style="list-style-type: none"> Significantly less costly Routine or ala-carte service Site specific services Contract sharing possible Personal accountability 24 hour on-call Other expert referrals Resources available Grant assistance 	<p></p> <ul style="list-style-type: none"> “Qualified” consultants are difficult to find Nurses - Not prescribers Medical staff not provided Many work remotely only Potential irritant for medical vendor if used as contract monitor
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Consultants

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“Qualified” Consultants

- JAIL experience
- RN certified in corrections
- Regulatory knowledge
- Accreditation experience
- Medical vendor experience
- Legal/court room experience



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4 Basic Financial Contracts

- Fixed cost
- Cost Plus
- Ala-Carte
- Mixed



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Fixed Cost - Financial

Medical Vendors, Local providers

Traditional medical contract

Annual contract price for quoted services

Profit margin not disclosed

Annual cost increases

- CPI or set %



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Fixed Cost - Financial

Per-diems

- Based on County and non-county ADP
- Per inmate per day less for non-county
- Reconciled quarterly
- Some up only
- Some up and down



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Fixed Cost - Financials

Pools

- Set aside to pay non-covered expenses
- Expense over pool = County pays
- Pay back at end of fiscal year
 - Site specific
 - Full amount or %



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Fixed Cost - Financial

Budgeted expenses highly confidential

- Formulas to estimate costs

“Skin in the game”

- Employee expenses
- Sick patients



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Cost Plus - Financial

Medical Vendors, Local providers

Cost to run the program + % for profit

- Average profit 15%



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Cost Plus - Financial

Estimated annual cost

- Formulas used to estimate expense
- Reconciled quarterly up and down
- Profit is not added to expense over budget

No pools
No per diems



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Cost Plus - Financial

Budget confidential
Expenses transparent
“Skin in the game”

- Limited to none
- Pay-backs



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Cost Plus - Financial

Jail has limited expense control
True costs after second quarter recon
Match ADP costs to housed agencies



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Ala-Carte - Financial

Consultants
Simple contracts

- Formal or informal
- Written documentation important for proof that you secured a service

Ask how budget is calculated
“Skin in the game” is job security



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Ala-Carte - Financial

Clarify expectations

- Travel
- Set hour/day minimums
- On-site or off-site
- Frequency or volume
- On-call availability
- Special projects



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Ala-Carte - Financial

Contract sharing

- Smaller site opportunity
- Reduces expense for the consultant
- Reduces overall cost per site



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Mixed

Medical Vendors, Local Providers

Contract

- Unique language
- Includes a bit of all styles
- Not as specific - “as agreed”
- Variety of options
 - Difficult to adjust




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Mixed

Budget may be released with RFP

- % of profit
- Labor costs
- Legal expenses
- “Other” services listed in a pool
- Maybe per diems



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2 Key Factors in Deciding

<p>For Provider</p> <ul style="list-style-type: none"> ➤ Risk <ul style="list-style-type: none"> ➤ Legal ➤ Financial ➤ Profitability <ul style="list-style-type: none"> ➤ Size ➤ Location 	<p>For Jail</p> <ul style="list-style-type: none"> ➤ Budget ➤ Liability/Risk
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Practitioner Coverage
Not optional - MUST have - Must be accessible



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Practitioner Coverage
All states



Nurse scope of practice limitation

- LPN can perform only under the direction of an RN, Physician or mid-level
- RNs can perform only under the direction of a physician or mid-level



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Practitioner Coverage
Missouri



Mid-levels are an option BUT...

- NPs by geography, volume
- PAs by oversight, geography, volume
- Include compliance in contract



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**Practitioner Coverage
Medical Vendor**

Provided in cost

- Get back-up schedule
- Ask about number of many sites
- Ask about turnover



I'd like to phone a friend...
Donald Trump Serious Face |



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**Practitioner Coverage
Medical Vendor or Local Provider**

Insist on responsiveness

Do not allow unresponsiveness

Call the CEO or COO EVERY time



YOU CANNOT
CHANGE
WHAT YOU
ARE WILLING
TO TOLERATE.



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Practitioner Coverage

Self-op also MUST have

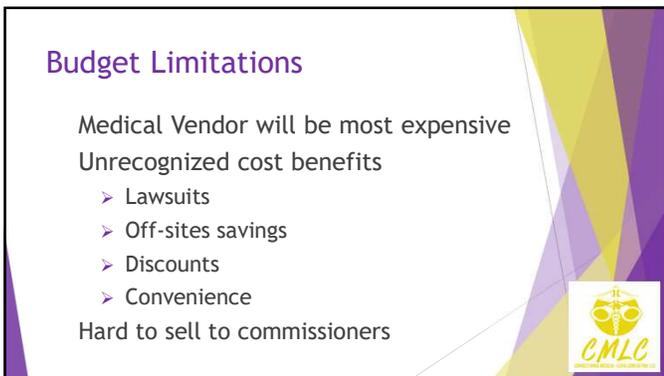
- Independent Contractor
- On-call necessary
- On-site ideal
- Approve policies
- Not a consultant



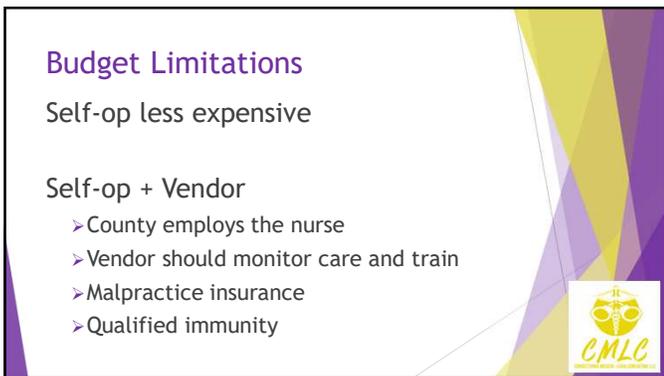
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Employing the nurse

Decide:

- Cost versus benefit
- Can you do it with help?

Recruiting
Practiced interviewers
Filling vacancies
HR issues
Scope of practice



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Employing the Nurse

“God says man can only work for one master...”

- Less confusion
- Prevents conflict

“I am the master in my jail”

- No secrets
- No conflict



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Budget Limitations

Self-Op Ideal situation
Practitioner + “Qualified” Consultant
Consultant and Nurse Interaction

- Train
- Answer questions
- Support
- Monitor
- Correct misinformation



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**No Matter Who Employs the Nurse
No Matter Who the Company
No Matter What Type of Service**

- Same standards
- Same training
- Same ownership
- Same accountability
- No secrets



43

Culture - "A Good Fit"

Do your research

Website

- Vision and Mission
- Blogs and brags
- Rewards or trophies

Employee feedback sites





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The RFP Process

Asking for what you want, securing what you need



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RFP Development

Author

- Purchasing
- Attorneys
- RFP Writers
- Company Template

Do any them know...? Probably not!



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RFP Development

Be sure you have input

Think about what you REALLY want and ask for it



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Capture What YOU Want and Need

Training

- Med officer certification
- New officer training
- CPR/AED/First Aide
- How often?
- What type of media?



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Capture What YOU Want and Need

Officer Physicals

- New employee, Annual
- UDS
- Lift test

Officer screenings

- TB testing
- COVID testing



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Capture What YOU Want and Need

Officer Vaccines

- Hep B, COVID, Tetanus, flu shots
- TB Tests, COVID tests

Officer-involved incidents

- Post exposure labs
- Post injury drug screen



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Capture What YOU Want and Need

Emergencies - "Man Down"

- Response expected?
- Custody staff
- Court Services
- Volunteers



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Capture What YOU Want and Need

Medical Staff expectations

- Clearance process
- Hours of coverage
- Days of Coverage
- PTO, vacation, sick coverage
- Lock-outs



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Capture What YOU Want and Need

Corporate Responsiveness

- Set routine for site visits by Regional
- Request written exit reports
- Some companies save nothing



53

Capture What YOU Want and Need

Medical Staff Responsiveness

- Physician on-call plan
- Nurse on-call plan
- Adverse event



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RFP Responses

“Taking exception”
 Read thoroughly
 Compare responses

Get help

- Person experienced in Jail Medical RFPs and language



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Contract language
 Understanding the fine print



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Be Aware of the Fine Print

“Things are not always what they seem; the first appearance deceives many; the intelligence of a few perceives what has been carefully hidden.”
 -Proeudrus- *The Greatest Things on Earth Can't Be Seen*



Seek clarification

- Unclear
- Unsure

Get help
 Request written revisions



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Recitals or Witnesseth

Intent

- County desires a medical program
- Vendor wants to provide it

Assignment

- Vendor responsible for delivery



58

Recitals or Witnesseth

Responsibility wording

- 4 of 9 exactly the same
- 4 of 9 almost the same
- 1 of 9
 - "...pursuant to their obligations under the constitution"
 - Correct - but why?



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Definitions - "Covered"

Expenses in agreement paid for

County Inmates

- "...booked and incarcerated"
- "...residing inside the facility"
- "...sleeps in the facility"



60

Definitions - “Non-Covered”

Expenses quoted NOT paid for

Standard contracts

- Non-County people
- Other counties housed
- Other agencies housed
- NOT in the facility overnight



61

Definitions - “Non-Covered”

A few things to clarify

- “Work Release”
 - At work? Not at work?
- “Inmate workers”
- “Inmates during transport”



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“Covered” versus “Non-Covered”

Missouri Revised Statue 221.120.1

.... necessary or proper to maintain the health of the prisoner. The **cost** of medicine, dental, or medical attention **shall be paid by the prisoner through any health insurance** defined in subsection 3 of this section from which the prisoner is eligible to receive benefits. **If the prisoner is not eligible** for such health insurance benefits, then the **prisoner shall be liable for payment** of such medical attention.

What if they can’t pay?
Are you off the hook?

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“Covered” versus “Non-Covered”
Missouri Revised Statue 221.120.1

“The county Commission of the county may at times authorize payment of certain medical costs that the county commission determines necessary and reasonable. As used in this section, the term medical “costs” includes the actual cost of medicine, dental care, or other medical attention and necessary costs associated with medical care such as transportation, guards, and inpatient care.”

Missouri statute shifts some responsibility for medical care to county commissioners



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When Individual Care is Required

Practitioner authors a letter

- State medical necessity
- States consequences

Include copy of statute

CC the county attorney



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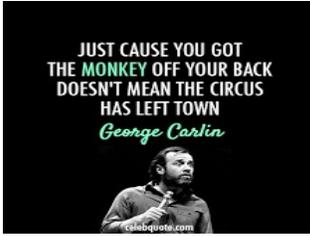
To Obtain a Medical Program

- Be reasonable in request
- Present statute to Commissioners
- Take a clinical person
- Recorded meeting
- Include the county attorney
- Hit them with the truth
- Scare the H--- out of them




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Ultimately, you are still responsible...



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Fit for Confinement MO Amended Statute no. 50, 221.040

2. The sheriff and jailer shall not be required to receive or detain a prisoner in custody under subsection 1 of this section until the arresting constable or other officer has had the prisoner examined by a physician or competent medical personnel if the prisoner appears to be:

- (1) Unconscious;
- (2) Suffering from a serious illness;
- (3) Suffering from a serious injury; or
- (4) Seriously impaired by alcohol, a controlled substance as defined in section 195.017, RSMo, a drug other than a controlled substance, or a combination of alcohol, a controlled substance, or drugs.

3. The cost of the examination and resulting treatment under subsection 2 of this section is the financial responsibility of the prisoner receiving the examination or treatment; and



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Definitions - Fit for Confinement

“...determination made by the vendor-authorized physician”

“...medically stable, medically cleared by vendor-authorized person”



69

**Article I
Health Care Services**

Clinical services except staffing

Contract wording

- Is it even possible?

Example:

- County employed nurse 40 hours/week
- “Receiving screening...NTE 24 hours”



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**Article I
Health Care Service-Body Cavity Search**

“...will not perform”

“...will perform based on NCCHC guidelines

Just in general - it’s a bad idea

- Danger to patient
- Ethical conflict for nurses



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**Article I
Health Care Services - Forensic Evidence**

Usually in Body Cavity Search section

Generally stated clearly - Not done

Add to RFP/Contract to do with consent

- DUI blood draws
- Paternity



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Article I
Health Care Services - Off-sites

“...arrange for...”

“...arrange for and bear the cost...to the extent that services are required and cannot be reasonably rendered onsite

- Vendor opinion



73

Article I
Health Care Services - Dental

“Arrange for the provision of dental services”

“Provide onsite to the extent reasonably possible”

- Does not include a dentist onsite



74

Article I
Health Care Services - Diagnostics

Pays for “cost of [procedures] performed on-site...”

Performed and resulted on-site

- Urine dipsticks, finger sticks

Performed onsite, resulted off-site

- Labs, x-rays, dopplers, ultrasounds



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Article I
Health Care Services - Pharmacy

Be aware - cost may change with process

- "...will allow home meds"
- "...National pharmacy"
- "...meds on commissary"



76

Article II
Health Care Staffing

First, lets talk about RNs and LPNs



77

RN versus LPN

Scope of practice

- RN can supervise RNs and LPNs
- LPN can supervise LPNs
- Both can supervise unlicensed personnel



78

RN versus LPN

LPNs graduating more 6-8 than years ago

- Worked in hospitals alongside RN
- Did most of the work but required RN sign-off
- LPNs had great clinical experience



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RN versus LPN

Today's reality

- LPNs treated like aides in hospitals
- States are phasing out LPN programs
- Hospitals no longer employing LPNs
- Recent LPN grads lack valuable experience




80

RN versus LPN

Litigation

- now directly related to having an LPN versus an RN
- "should have known better"

Defensible in a jail?

- Probably, but costly



81

RN versus LPN

Daily tasks can usually be carried out by both

Policy versus scope

- LPNs can usually do if they have had special training
- Example: Wound vacs, IVs

Get help to decide

Request documentation



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LPN Role in Assessment

LPNs cannot “assess”

LPNs cannot create a plan of care




83

LPN Role in Assessment

LPNs can screen and collect data

- Must report abnormal to practitioner
- Practitioner creates the plan of care
- Practitioner needs to sign-off on the “assessment” done by an LPN




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RN Training

- RNs have a higher level training
- Assessment skills more in depth
 - Evidence based theories
 - Refined critical thinking skills

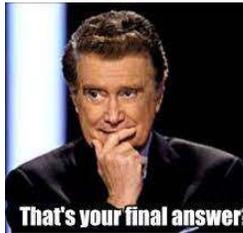


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Question of the Day

Does having an RN help reduce the number of unnecessary off-sites?

- It depends
- Skill, exposure, experience, confidence



86

Article II Health Care Staff - Hours

"[Medical Vendor] is an RN-oriented company...the jail makes the decision... based on budget..."

I didn't
say it
was your
fault

I said I
was going
to Blame
you

letstalkaboutit.com



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Article II
Health Care Staff - Hours

Physician
 > “Until the work is done”

Nursing and Mental Health
 “...necessary to render care”
 “...sufficient to meet the needs”



88

Article II
Health Care Staff - Schedules

“...provide a consistent schedule...”
 “...on a schedule agreed to by the Sheriff...”

Require a schedule
 Require changes in writing



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Article II
Health Care Staff - Schedules

Schedules

- > Two week minimum
 - > Check weekends
- > Positions listed
- > Days of coverage
- > Hours of coverage
- > FTEs and total hours



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Article II
Health Care Staff - Time off

“...as agreed to by the Sheriff...”

Vacations, PTO, scheduled time-off

- Is it being allowed?
- You pay for it

Holidays

- Short schedule?



91

Article II
Health Care Staff - Absences

Some contracts do not address at all

Some say “except corporate holidays”

- Usually 6

“...replacement coverage...on a schedule agreed to by the sheriff...”



92

Article II
Health Care Staff - Absences

New language

- “Reasonable efforts to supply...”
- “failure to continuously supply all of the required staffing due to demands or other factors outside the control of vendor...shall not constitute a breach”



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Article II
Health Care Staff - Absences

Fixed cost contract

- Rarely allows for reimbursement of hours not worked
- Rarely increases cost for agency
- Rarely increases cost for training
- Keep a log for sign in/out



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Article II
Health Care Staff - Absences

Cost plus contracts

- Wages increase absorbed by facility
- Agency expense absorbed by facility
- Training expense absorbed by facility
- Turn-over expense absorbed by facility



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Article II
Health Care Staff - Background

Medical Vendor

- Usually license only
- Jail can access arrest records

Where can the interview take place?

- Before/after background?



96

Article II Health Care Staff - Interview

Be involved

- Insist on “meet and greet”
- Name and face recognition
- Gut feeling

Nobody should enter your jail to work without your knowledge and approval



97

Policies and Procedures



Your key to
success
or
destruction



98

P&P - Medical Vendor

3 Types

- Proprietary, owned by vendor
- Templates, Sheriff fully responsible
- Nothing

None of these approaches are in **YOUR**
best interest



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P&P - Vendor Owned

“...proprietary information... confidential...”

“... removed from the facility upon loss of the contract”

“... if any of the Sheriff’s policies or procedures impact [delivery of] health services... Sheriff shall modify or remove the policy...”



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P&P - Vendor Owned

Created without input of the Sheriff

NOT site specific

Conflicts result in failure

- Held to the most stringent
- Officers and nurses will be personally held accountable



101

P&P - Vendor Owned

Policy manual is first in discovery

Reminder - it is YOUR jail

- You have a right to anything there
- Make a copy



102

P&P - Owned by Sheriff

Attaches full responsibility to sheriff for medical policies

- The medical vendor has no policies
- Defense strategy
- Again, with the blame game



103

P&P - Nothing



104

P&P Solution

Ideal:

- Review both sets side by side
- With medical vendor
- Painful but necessary

If nothing else:

- Pull specific policies with medical content



105

P&P Solution - Policies to Look At

Restraints	Mental health
Seclusion	Hunger strike
Emergencies	Suicide
Off-site transports	Pregnancy
Medications	



106

Training

“... Annual CPR, suicide prevention, and other as requested...”

“...provide health training materials...”



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Training

Level 1 Medication Aide Instructor

- > Put in RFP
- > Certified through the MO DPH
- > Request copy



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Training

First Aide, CPR, AED

- “facility responsible for... costs for obtaining a card...”
- “facility responsible for... costs associated with the training”
- Add to RFP if you are expecting



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Training Costs

Fixed Cost contract

- May bill separate for training not in RFP

Cost Plus contract

- Facility absorbs all expense for training and travel



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Finance - Pool Limits

Fixed cost contracts

- “Pool limits”
- Pool is “exhausted”
- Up to “aggregate amount”
- Up to “financial limit”
- Up to “financial liability”



111

Finance - Pool Deductions

Almost always included

- Hospital bills
- Specialty providers
- Durable medical equipment
 - May have a dollar limit
 - Facility owned



112

Finance - Pool Deductions

“Excluded” or “Specified” meds

- Very expensive meds
- Hepatitis C treatment, Cancer, cystic fibrosis, etc.
- Biologicals
 - Includes most vaccines (flu shots)
- New trend - all meds
 - “skin in the game”



113

Finance - Pool Deductions
Excluded Meds

“Medications not prescribed by the vendor’s practitioner”

“Medications not on the formulary or approved list”

Policy - ALL meds need to be approved by the jail provider



114

Finance - Pool Reconciliation

Site (not company) specific

- Full balance returned
- % of balance returned
- No return of balance

Ask or FOIA Request



115

Finance - No Money Left in Pool

How will you know?

What happens to bills?

- Paid and billed-back?
- Returned to jail?
- Repriced?




116

Finance - Money Left in Pool

Disbursement?

- Credit statement
- Check
- Roll over

Bills coming after reimbursement?




117

Contract Monitoring

Evaluate vendor compliance

- > Regulatory
- > Contract

Due diligence

- > Tax payer dollars

Vendor SHOULD NOT object

- > Share results



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Conclusion


 OPTIONS ARE AVAILABLE


 GET CREATIVE


 WEIGH YOUR OPTIONS


 PROCEED WITH CAUTION


 INSIST ON COMPLIANCE


 CHANGE IF NEEDED



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Questions?



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