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Angela M. Darragh, CPA, CFE, CISA, Director

April 1, 2016

Mr. Don Burnette
Clark County Manager
500 South Grand Central Parkway, 6th Floor
Las Vegas, Nevada 89106

Dear Mr. Burnette:

We recently completed an audit of the Clark County Detention Center Inmate Medical Care Contract. The last day of fieldwork was February 11, 2016. The objective of this audit was to determine whether NaphCare, Inc. (Contractor) is complying with contract terms and conditions. Our audit covers the period from July 1, 2014 to June 30, 2015.

We found that services provided by the medical care provider are not always in accordance with contract provisions. The Contractor does not provide an infirmary, medications and prescriptions are not always provided upon inmate release, limited mental health programs are provided to a select group of inmates, and mental health services do not emphasize prevention and early intervention. The contract does not require the Contractor to maintain competency of an inmate coming back from the state facility at Lake's Crossing, and the language in the contract is not sufficiently specific to require the Contractor to coordinate medication changes or monitoring with the state. We further found that specialty clinics do not have defined contract fees, sufficient invoice support is not provide to CCDC for costly AIDS/HIV medications for approval of payment, and 4 payments were not made to UMC in accordance with established agreements between CCDC and UMC.

We provided a draft report to the Contractor and to CCDC management. Their coordinated responses are included in our audit report.

We appreciate the cooperation and assistance provided by the staff and management and staff of CCDC and the Contractor.

Sincerely,

Angela M. Darragh, CPA
Audit Director



Audit Report

Clark County Detention Center Inmate Medical Care Contract

April 2016

Angela M. Darragh, CPA, CISA, CFE
Audit Director

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Commissioner Steve Sisolak
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REPORT DETAILS

BACKGROUND

Nevada Revised Statute Chapter 211 requires that the Sheriff arrange for the administration of medical care for inmates while in custody. The Clark County Detention Center (CCDC) provides medical and mental health services at both the main facility and the North Valley Complex (NVC) through a contract with NaphCare, Inc. (Contractor). State statute requires CCDC to provide treatment to an inmate for the following: injuries incurred during arrest if not convicted of that offense; injuries incurred while in custody; treatment for any infectious, contagious, or communicable disease (contracted while in custody); and examinations required by law or by court order. An inmate is responsible for payment for treatment of the following: injuries incurred while committing a public offense or during arrest (if convicted); pre-existing injuries or illnesses before being taken into custody; self-inflicted injuries; and any other injury or illness incurred that are not provided for by state statute. State statute also requires a medical facility furnishing treatment to collect the cost of the treatment from the inmate, the inmate's insurance carrier, or the County, if otherwise unable to collect.

CCDC booked 61,733 inmates during the period from July 1, 2014 to June 30, 2015 (including multiple bookings of the same person). All inmates receive an initial medical and mental health assessment. The Contractor identifies medical and mental health issues through this process. The Contractor sends inmates off-site for medical care when the needed care exceeds the Contractor's capabilities. Health services offered by the Contractor include medication management, mental health, close medical supervision, drug detoxification treatment, infectious disease treatment, and nutritional services. The Contractor coordinates all other services, such as women's health care, emergency services, radiological services, dialysis, chronic care visits, and specialty visits. Inmates can file a complaint/grievance regarding their care, with the contract requiring response within 72 hours of receipt. Inmates due to be released, by contract, are to go through discharge planning and are linked to community resources such as, but not limited to, community clinics, health departments, indigent care facilities, shelters and mental health facilities. As part of the established discharge plans, the Contractor provides prisoners being released from custody with a reasonable supply of medications, which may include up to a 2 week supply of prescribed medications(s) and/or a written prescription for medications(s). The contract provides for specific staffing levels in order to assure care 7 days a week. The Contractor is required to complete a health assessment on each inmate in custody 10 days or longer.

The contract fee schedule defines payments with the base fee formulated on an inmate population cap of 3,000 for the main facility and below 500 or 500 and over inmate population for CCDC North Valley Complex. The Contractor adds a per diem inmate fee when the population exceeds base amounts. They also bill an additional mental health care fee at a set rate. The Contractor is responsible for payment of inmate off-site care up to an aggregate cap of \$1,000,000 per year and \$30,000 per inmate. CCDC is



responsible for payment of off-site care (net of payments by other sources) after costs exceed these caps. CCDC paid the Contractor \$18,423,465 for fiscal year ended 2015 in accordance with the contract. CCDC also paid other providers \$328,327 for fiscal year 2015 for off-site inmate care. The table below shows the detail of these payments.

Payment Type	Amount
Base Compensation	\$12,948,690
NVC Operational Cost	\$2,878,750
Mental Health Flat Fee	\$1,866,329
AIDS/HIV Medication	\$583,542
Aggregate Cap Overage	\$109,284
Discharge Medications	\$18,702
Medical Record Management	\$8,105
Inmate \$30,000 Cap Overage	\$2,235
Dialysis	\$7,828
Total NaphCare	\$18,423,465
Off-Site Care	
University Medical Center	\$327,490
Other	\$837
Off Site Care Total	\$328,327

OBJECTIVES, SCOPE, AND METHODOLOGY

The objective of this audit is to determine whether the Contractor is complying with contract terms and conditions. Our audit covers the period from July 1, 2014 to June 30, 2015.

In order to achieve our objectives we judgmentally identified significant contract terms. We then interviewed CCDC and Contractor personnel. We researched laws and other related information and gathered documentation sufficient to obtain an understanding of the environment for maintaining contract compliance. We then obtained documentation and performed detail testing and analyses sufficient to accomplish our objectives.

In some cases, we selected statistical samples. In other cases, due to data limitations or difficulty identifying the population, we selected judgmental samples. We believe the samples selected provide sufficient evidence to support our conclusions. Following is a description of the testing and sample selection for each area:

- Inmate Count – We verified 100% of the monthly average inmate counts provided to the Contractor for base compensation billing.



- Financial Testing – We verified all invoices during the audit period were paid in accordance with the contract fee schedule, including judgmental samples of charges for off-site care, discharge medications, and miscellaneous charges.
- Staff Scheduling – We judgmentally selected a random 12 weeks out of 52 weeks to determine if the Contractor scheduled enough staff in the areas and shifts identified in the contract. We also judgmentally selected 3 months in the audit period to determine whether the Contractor was continuously maintaining the required number of full time employees.
- Staff Background - We reviewed background check information, licensing, and accreditation for a statistically representative random sample of 54 of 163 employees on the most recent staff roster.
- Standards & Accreditation – We verified staff licensing on various medical board websites and whether staff have active CPR/AED certification. We performed testing using a representative attribute sample of 54 of 163 employees on the most recent staff roster. We also verified company accreditations on various accrediting entity websites for all contract requirements.
- Technical Specifications – We reviewed documentation for various contract required activities such as requests for medication records from third parties, record retention and safekeeping, Continuous Quality Improvement Committee and Medical and Custody meetings, and 2014 and 2015 Health Insurance Privacy and Portability Act training. We further reviewed the approval for the disaster recovery plan.
- Patient Care – We reviewed medical records with specialty codes for 65 of 399 pregnancy, 57 of 176 AIDS/HIV, and 15 of 15 dialysis patients. We obtained reports from the Contractor and reviewed 67 of 664 Emergency Room send-outs and 71 of 3,377 off-site care visits. All analyses were performed with representative attribute samples and random number selections except for dialysis. We selected 100% of inmates on dialysis, as the population is small. We also reconciled off-site care payments to UMC payments received from the Contractor.
- Specialty Care – We reviewed payments for specialty care for a statistically relevant random sample of patients with care in specific specialties. These included: 65 of 399 pregnancy patients, 57 of 176 AIDS/HIV patients, 67 of 664 emergency patients, and 71 of 3,377 patients with other off site care. We also reviewed payments for all 15 patients with dialysis charges during the audit period.
- Continuity of Care – We verified the Contractor prepared discharge summaries and provided prescriptions or medications for a statistically relevant random sample of 72 of 65,049 inmates.
- Mental Health – We reviewed mental health records and medications from booking to release for a statistically relevant random sample of 71 of 2,770 inmates whose records included specialty codes for mental health services for proper treatment according to the contract.
- Medication Management – We selected a statistically relevant random sample of 72 of 157,457 medications and verified administration within 12 hours of prescribed dates.
- Sick Calls – We verified that the Contractor scheduled sick calls for a statistically relevant random sample of 71 of 65,049 inmates after a maximum of three requests.



- Grievances – We determined whether the Contractor handled grievances in accordance with contract requirements for 227 out of 2,379 judgmentally selected grievances.
- Insurance Requirements – We reviewed all insurance documents for compliance with contract requirements.
- Reporting – We reviewed the CCDC Stat Report for April 14, 2015 and the April 2015 monthly meeting reports for compliance with contract reporting requirements.

Our review included an assessment of internal controls in the audited areas. Any significant findings related to internal control are included in the detailed results. The last day of fieldwork was February 11, 2016.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

CONCLUSION

We found several areas where the Contractor is not complying with contract terms. We also found some areas where CCDC can improve the contract to better specify requirements. The areas we identified include the following:

- The Contractor is not providing an infirmary as required by the contract.
- The Contractor does not routinely provide medications and prescriptions to inmates on release.
- Fees for specialty clinic visits are not included in the contract.
- The contract should only allow changes to medications prescribed at Lake's Crossing for medical necessity.
- Invoices submitted by the Contractor do not include backup detail for AIDS/HIV medication charges.
- CCDC did not make payments to UMC for services in accordance with their memorandum of understanding.
- The Contractor provides mental health programs only to limited groups, which is not indicated in the contract.
- The Contractor does not emphasize prevention, identification, early intervention, and aggressive treatment of mental disorders as listed in the contract.

Each finding includes a ranking of risk based on the risk assessment that takes into consideration the circumstances of the current condition including compensating controls and the potential impact on



reputation and customer confidence, safety and health, finances, productivity, and the possibility of fines or legal penalties.

FINDINGS, RECOMMENDATIONS, AND RESPONSES

FINDING 1 – CONTRACTOR DOES NOT PROVIDE REQUIRED INFIRMARY (HIGH)

Section IX. C of the contract requires the Contractor to “manage and operate the in-patient infirmary and detoxification unit.” It requires the Contractor to provide 24-hour on-site supervision of the infirmary units by a registered nurse. It further requires the Contractor to provide:

- I. *A medical physician and psychiatrist on-call twenty four hours per day.*
- II. *Infirmary rounds to be conducted by a mid-level practitioner 7 days a week and by physicians daily, Monday through Friday, excluding holidays. Daily notes entered by a physician or mid-level practitioner are required on weekdays. Progress notes entered by mid-levels must be countersigned by the responsible physician within 48 hours.*
- III. *A manual of nursing care procedures specific to infirmary units.*
- IV. *A complete in-patient record for each prisoner admitted to the infirmary including admission work-up, problem list and discharge planning. The admission work up note shall include the statement of the problem or complaint, the finding of the appropriate clinical exam, the assessment to its highest level of resolution (may include several rule-out diagnoses) and the infirmary plan. The plan must include expected length of stay, the need for vital signs and any additional diagnostic studies; the plan should also contain special diet requirements. All infirmary encounters shall be documented in the prisoner’s medical record.*
- V. *Discharge planning with discharge note prior to discharge from the infirmary. The discharge note must include an up to date problem list, final diagnosis, and assessment of the resolution of the problem, discharge medications and scheduled return appointment to a physician or mid-level practitioner as appropriate.*

Further, according to section VI.5, “a separate in-patient record (or a separate section in the prisoner’s regular ambulatory record) is to be created upon a prisoner’s admission to the infirmary or mental health unit. Upon discharge, a discharge summary is to be filed in the out-patient chart or the in-patient charting is to be merged into the prisoner’s regular medical report.” Section VI.4.IX also requires the health record to include the “record of infirmary care per NCCHC requirement.” (NCCHC is the National Commission on Correctional Healthcare, and is the accrediting agency.)

During the most recent accreditation process during June 2015, NCCHC found that the Contractor is not operating an infirmary. According to the NCCHC manual, infirmary care is “provided to patients with an illness or diagnosis that requires daily monitoring, medication and/or therapy, or assistance with



activities of daily living at a level needing skilled nursing intervention.” Further, “an infirmary is an area in the facility accommodating patients for a period of 24 hours or more, expressly set up and operated for the purpose of caring for patients who need skilled nursing care but do not need hospitalization or placement in a licensed nursing facility, and whose care cannot be managed safely in an outpatient setting.” By not providing an infirmary, the Contractor may be collecting fees not warranted by the level of services provided. Further, the Contractor may be sending patients that do require this level of service to off-site facilities, with those costs applied to the payment cap. In this case, CCDC would be paying twice for the service, once through the contract and again through excess cap payments.

RECOMMENDATION

1. Determine whether the current compensation level and aggregate cap amounts are reasonable since the Contractor does not provide an infirmary.
2. Require the Contractor to provide the infirmary or amend contract terms to reflect the actual level of care they are to provide.

MANAGEMENT RESPONSE

CCDC & NaphCare have consistently operated “Medical Observation” units for both male and female inmates (these were previously named “Infirmary” units). In June of 2015, the facility was audited by the National Commission on Correctional Healthcare (NCCHC) and were required to remove the word “Infirmary” and replace it with “Medical Observation.”

There were facility tours provided to the audit team and the differences between hospital-level care and our operation and facility expectations were discussed. There are no emergency diagnostic capabilities within CCDC and we cannot reasonably accommodate acutely unstable patients within the facility.

In reviewing this finding, it was confirmed that NaphCare has a physician and psychiatrist on call 24 hours per day, supervision of the unit(s) 24 hours per day by an RN and two LPN’s, and that rounds are conducted by at least a mid-level provider in Medical Observation daily. There is a manual of nursing care specific to the Medical Observation units, but we do not have patients that rise to the level of “infirmary” care, as they require emergency diagnostics and equipment.

This finding may be addressed by amending contract language to accurately reflect “Medical Observation” instead of “Infirmary” in the language on page “A23” of the contract. It is not an expectation that we maintain an acute, hospital-level of care within CCDC.



FINDING 2 –MEDICATIONS AND PRESCRIPTIONS NOT PROVIDED UPON RELEASE (HIGH)

The contract states that the “contractor will provide prisoners being released from custody with a reasonable supply of medications, which may include up to a two (2) week supply of prescribed medication(s) and/or written prescription for medications.” We found the Contractor generally does not give medications or prescriptions prior to CCDC releasing inmates from custody. We selected 143 inmates released during the audit period. Of these, 54 inmates, or 37.7%, were actively administered some type of medication prior to release. We reviewed each inmate’s medical history for the audit period to determine whether any of these inmates received either a prescription or supply of medication on release. We found that only 2 of 54 (3.7%) received prescriptions or medications upon release.

Contractor staff responded that the practitioner prescribed 37 of these patients either over the counter medications or comfort medications. The physician prescribes comfort medications to relieve temporary conditions such as stress, anxiety, and sleeplessness while incarcerated. In these cases, prescriptions and medications are not necessary once CCDC releases the inmate. We believe this is a reasonable explanation for these individuals.

However, 15 of the inmates were receiving medications for other conditions, and the Contractor did not provide them with a prescription or medication upon release. These patients were receiving medications commonly used to treat conditions such as seizures, schizophrenia, bipolar disorder, heart failure, high blood pressure, and diabetes, including drugs such as Olanzapine, Risperidone, Oxcarbazepine, Humulin, Lantus, Rifampin, Atenolol, Topiramate, and Carvedolol. CCDC requires inmates to complete a medication request prior to release in order to obtain medications and prescriptions. According to the Contractor, these individuals did not make a request, and without a request, they will not provide the medications.

Some drugs may present a health danger to individuals if they abruptly stop taking the medication. Therefore, we believe CCDC and the Contractor should revise the process and contract to ensure inmates receive the medications they need on release.

RECOMMENDATION

1. Revise the contract to specify when the Contractor is to provide drugs and/or prescriptions to inmates being released. Require inmates to sign a refusal of service form on release if the inmate does not want medications that would otherwise be provided by the Contractor.
2. Develop a process that provides the Contractor with release information in a timely manner so they can identify and provide inmates with medications that will present a health and or safety risk if not continued.



MANAGEMENT RESPONSE

In reviewing operations and intakes/releases, this particular finding presents some operational challenges for both custody and the vendor. In 2015, CCDC released 56,611 inmates. Of those, 31,514 were released within 72 hours and another 7,247 were released within 10 days. When combined, approximately 69% of our population was booked and released within 10 days.

During intake, every inmate is screened by an EMT and assessed by a Registered Nurse. The results of those interviews are evaluated by a mid-level provider and any inmates with acute or chronic medical needs requiring medication are started in booking and a form for Release of Information is signed and sent to community providers for verification.

Inmates that are sentenced with a sufficient amount of time remaining on their case(s), and involved with our Discharge Planning Coordinator will receive documents providing information regarding community resources, a prescription for medication or hard medications. This complies with the NCCCH standard J-E-13.

Inmates are consistently posting bail and being released after court, which poses a challenge in this area. A minimum of 14 days is generally necessary to ensure a prescription is appropriate and safe for an individual to take, thus the fact that about 69% of inmates are released in less than 10 days poses a substantial challenge in this area.

To address this finding, the contract language may be amended to reflect more clearly the reasonable expectations regarding which inmates may be able to receive written or hard prescriptions upon release from CCDC.

**FINDING 3 – SPECIALTY CLINICS DO NOT HAVE DEFINED CONTRACT FEES (MEDIUM)**

Many of the services the Contractor is required to provide are actually included in the off-site services cap of \$30,000 per inmate and \$1,000,000 per year. According to the compensation section of the contract (Section II.C.1.b referring to costs subject to the cap):

Cost shall mean only those off-site expenses borne by the Contractor which is directly related to the prisoner's in-patient hospital care including, but not limited to, ambulance transportation, emergency room expenses and physician fees and shall also include any and all costs related to on-site specialty clinics (i.e., dialysis services, OB/GYN services, optometry services, prostheses, etc.). All costs related to on-site specialty clinics shall be factored into the Annual Aggregate Cap.

Once the Contractor reaches the aggregate cap, CCDC is responsible for all costs related to off-site/specialty clinic inmate care. However, the contract does not specify the fees the Contractor can charge for care provided at on-site Contractor provided specialty clinics. During fiscal year 2015, \$307,576 was included in charges applied to the cap for these on-site specialty clinics. Without a fee schedule, CCDC is unable to review charges related to Contractor provided specialty clinics. Overinflated charges could go undetected and lead to the annual aggregate cap being reached prematurely, causing CCDC to pay more for inmate health care than necessary.

RECOMMENDATION

1. Amend contract provisions to specify fees for services provided by in-house specialty clinics.

MANAGEMENT RESPONSE

To address this finding, the contract language may be amended to require fees be specified for services provided by in-house specialty clinics.

**FINDING 4 – THE CONTRACT SHOULD ONLY ALLOW CHANGES TO LAKE’S CROSSING PRESCRIBED TREATMENT FOR MEDICAL NECESSITY REASONS (LOW)**

Lake’s Crossing is the main maximum-security psychiatric facility in Nevada. CCDC transfers inmates to Lake’s Crossing for evaluation to determine or restore the individual’s competency to stand trial and participate in their legal case. CCDC only sends inmates to Lake’s Crossing through a court order.

According to the contract, “prisoners returning to CCDC and/or NVC from Lake’s Crossing with medication orders will remain on said order with the same prescribed medication, dosage, and methods of dispensing. In the event that the contractor’s mental health providers determine that the medication orders require revision, the contractor will notify the administrator, who will coordinate the communication of the information to the courts or other appropriate parties.”

The contract does not require the Contractor to maintain competency for inmates returning from Lake’s Crossing. We believe the wording allows the Contractor the option to change medications prescribed at Lake’s Crossing that could allow the inmate to lose competency without a medical necessity reason. We believe that the Contractor should only change medications due to medical necessity and with strict oversight by those responsible for determining and maintaining competency. The Contractor should not be able to change medications at their discretion, potentially negating efforts of sending inmates to Lake’s Crossing.

Included in our sample, we found two inmates who were ordered medications from Lake’s Crossing. One case is the subject of a court case involving dismissing charges for being detained beyond the 14-day deadline for transporting detainees of questionable competence for treatment at a state psychiatric facility. Since this case is involved in litigation, we did not look further into the case. In the second case, we found that the Contractor provided medications in accordance with Lake’s Crossing orders. Therefore, we rated this finding as low risk.

RECOMMENDATION

1. Amend contract provisions to provide adequate oversight of medication changes for inmates returning from Lake’s Crossing by the Contractor.

MANAGEMENT RESPONSE

To address this finding, CCDC and NaphCare Administration have been actively working with Southern and Northern Nevada Mental Health and regular communication occurs regarding any inmates that refuse their medication as prescribed by Lake’s Crossing.

Any medication changes are vetted through CCDC Administration and the state psychiatrist. The contract may be amended to reflect this practice, already in place.

**FINDING 5 – AIDS/HIV MEDICATION INVOICING DOES NOT CONTAIN SUFFICIENT SUPPORT (LOW)**

AIDS/HIV medications paid for by CCDC amounted to \$583,542 during the audit period. CCDC is required to pay the Contractor for all AIDS/HIV medications administered during incarceration and provided at discharge to inmates. The contract requires the Contractor bill these medications at cost to CCDC. However, CCDC does not receive sufficient information from the Contractor, such as vendor invoices, to determine that the amounts charged on the invoices are accurate.

We reviewed one Contractor invoice and found that the amount paid by CCDC is reasonable, so we rated this finding as a low risk. However, without sufficient documentation that charges are reasonable, CCDC could potentially pay more for medications than allowed by the contract.

RECOMMENDATION

1. Obtain vendor invoices for drugs from the Contractor and verify that amounts charged are appropriate before processing invoices for payment.

MANAGEMENT RESPONSE

To address this finding, NaphCare Administration has agreed to provide vendor invoices for drugs in order to verify the amounts charged are appropriate.



FINDING 6 – PAYMENTS NOT MADE TO UMC FOR SERVICES (LOW)

The contract states that the Contractor will be responsible for reviewing all bills resulting from medical care outside of CCDC or the North Valley Complex. The Contractor is to determine responsibility of the cost, whether it is the responsibility of the Contractor, CCDC, or a third party as outlined by NRS 211.140 or established agreement entered into by owner. The Contractor is also required to pursue all insurance options for payment to UMC.

CCDC entered into a memorandum of understanding (MOU) with UMC in June of 2009. The MOU between CCDC and UMC states that CCDC will be the payer for all services provided to in-custody inmates, including services related to pre-existing medical conditions. The MOU defines in-custody as having been booked. Those inmates taken to UMC during or after arrest, but before booking, are not the payment responsibility of CCDC. Those inmates that UMC admits to the hospital prior to incarceration are “absentia bookings” and are the payment responsibility of CCDC if the booking is completed. The MOU identifies UMC as the preferred provider of health care services for CCDC inmates when the Contractor cannot provide the health care services within CCDC facilities.

We reviewed 71 inmate billings for services provided at UMC. We found that of five bills rejected by CCDC and sent back to UMC unpaid, CCDC should have paid four of them under the terms of the MOU. We rated this finding as low, as there is little risk to CCDC for not paying the claims.

RECOMMENDATION

1. Pay UMC amounts due for the four cases in accordance with MOU.

MANAGEMENT RESPONSE

To address this finding, when the information on the four cases is provided to CCDC Administration, we will review them for potential payment to UMC.



FINDING 7 – LIMITED MENTAL HEALTH PROGRAMS PROVIDED (LOW)

Section VIII.F.3 of the contract requires the Contractor to “work with preventive or progressive programs which may include, but are not limited to, psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse.”

We selected 71 inmates with mental health conditions, of which 39 were treated for substance abuse, and found that none were provided with these types of programs. According to the Contractor, they only provide programming to select groups of inmates, such as some women with children and juveniles. While we did not confirm attendance, since these individuals were not part of our sample, we did observe lists of attendees and believe the Contractor is providing some programs.

The current contract language does not preclude the Contractor from limiting programs to certain groups. We believe the language should be more specific so that the Contractor can be held accountable for providing exactly what is intended.

RECOMMENDATION

1. Amend the contract to specify the programs the Contractor is required to provide and to which groups they will provide the programs.

MANAGEMENT RESPONSE

To address this finding, CCDC and NaphCare administration will work together and may amend the contract to further specify what programs are expected and what groups of inmates will be included.



FINDING 8 – MENTAL HEALTH SERVICES DO NOT EMPHASIZE PREVENTION AND EARLY INTERVENTION (LOW)

The Contractor is required to provide mental health care services “consistent with the community while emphasizing prevention, identification, early intervention, and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness.” (Section VIII.F.3.) We found that while the Contractor provides mental health services to inmates, we do not believe it meets this requirement.

During our testing, we found the Contractor did not refer patients who self-identified a history of mental illness on intake or had a prior history of mental illness to a mental health provider until requested by the inmate. We reviewed 23 inmates for whom the Contractor’s mental health provider prescribed psychotropic medications. These medications are used to treat severe mental illnesses such as schizoaffective disorder, schizophrenia, and major depression. The cases we reviewed did not include inmates that were treated solely for drug detoxification, anxiety, or minor depression. In 5 of the 23 cases (22%) the first visit from a mental health service provider (not including an initial screening) ranged from 24 to 92 days after incarceration. According to the Contractor, priority is placed on patients who are currently symptomatic, rather than patients who are stable with a history of mental illness. While this is understandable from a patient care perspective, we do not believe it complies with contract requirements to emphasize prevention, identification, early intervention, and aggressive treatment.

RECOMMENDATION

1. Require the Contractor comply with the contract for early intervention of inmates identified either through their own statements or through determination during the mental health evaluation. Early intervention of those inmates previously booked with prior psychiatric evaluations should systematically, through a report process, be identified and appointments made with mental health service providers.
2. Obtain reports to monitor early intervention for those inmates with potential mental illnesses identified during the booking process.

MANAGEMENT RESPONSE

All inmates are screened and assessed for mental health needs upon arrival at CCDC and those with significant mental health issues are referred to mental health providers for further evaluation. Through the NaphCare “TechCare” electronic medical record system, a sick-call report is generated for follow-up.

CCDC and NaphCare Administration will work closely to identify and provide access and treatment for all those with mental illness, but patients must be willing and voluntarily accept treatment and medication as we cannot compel medication or treatment without a court order.



In addition, NaphCare Administration will report relevant data during weekly Restrictive Housing and monthly Medical Administration Committee (MAC) meetings, overseen by CCDC Administration.