



# Contractor Compliance with Jail Healthcare Contract

January 2020

## A Report to the Jackson County Board of Commissioners

### Commissioners

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**To: Board of Commissioners**  
**Re: Audit of Wellpath's Compliance with Jail Healthcare Contract**  
**Date: January 10, 2020**

The enclosed report presents the results of an audit over Wellpath's compliance with major terms and conditions of the contract for healthcare provided at the County Jail.

We found that Wellpath, with the exception of 14-day health assessment requirement, is generally compliant with the terms and conditions of the contract. We did find that the contract, in some places, would benefit from additional or changed language that would clarify the roles, responsibilities, and expectations of each party.

The Internal Audit Program appreciates the cooperation and assistance it received from Wellpath staff and County staff throughout the audit process. Please feel free to contact me at your convenience if you have any questions or would like additional information not contained in the report.

C: Audit Committee  
Moss Adams, LLP  
Mark Orndoff, HHS Director

# Audit Results

## Contractor Compliance with Jail Healthcare Contract

### **Why We Did This Audit**

This audit was added to the FY2018-19 Internal Audit Plan at the request of the Health and Human Services Department Director.

Our objective was to determine if:

Wellpath is in compliance with major terms and conditions of the contract.

### **What We Recommend**

See summary of recommendations on pages 20-21.

### **What We Found**

Jackson County is legally responsible for the administration, management, and supervision of the healthcare delivery system of the County Jail, Community Justice Transition Center, and Juvenile Services Center. Since 2007, Jackson County has contracted with Wellpath (or its preceding organization) to provide the required healthcare. The current contract period began July 1, 2018 and expires June 30, 2023.

This audit was conducted to determine if Wellpath is in compliance with the major terms and conditions of the contract.

With the exception of 14-day health assessments, we found that the contractor is generally compliant with the terms and conditions of the contract. We did find that the contract, in some places, would benefit from additional or changed language that would clarify the roles, responsibilities, and expectations of each party.

# Introduction and Background

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## **Background Information**

Jackson County is legally responsible for the administration, management, and supervision of the healthcare delivery system of the County Jail, Community Justice Transition Center, and Juvenile Services Center. Since 2007, Jackson County has contracted with Wellpath (or its preceding organization) to provide this required healthcare.<sup>1</sup> Currently, the contract with Wellpath began on July 1, 2018 and expires June 30, 2023.

This audit was conducted to determine if WellPath is in compliance with major terms and conditions (articles) of the contract.

Each chapter of the report discusses compliance with a specific article of the contract, which is then followed by our findings and any ensuing recommendations regarding that article.

Throughout the report the term Covered Person is used. Per the contract definitions, the term Covered Persons refers to –

*An Inmate/Detainee/Resident of the Facilities who is: (1) part of the Facilities MADP<sup>2</sup>; and (2) Fit for Confinement; and (3) a resident in the Facilities.*

The term inmate refers to a person being incarcerated for the term of their adjudicated sentence or during the pre-sentencing period. A detainee is an individual whose sentence has not yet been adjudicated and is being held as a pre-trial detainee or is otherwise being held in lawful custody.

## **Audit Authority**

We conducted our audit in accordance with Codified Ordinance 218 pertaining to the County Auditor. This audit was added to the fiscal year 2018-19 Internal Audit Plan at the request of the Health and Human Services Department Director.

## **Compliance with Government Auditing Standards**

We conducted this performance audit in accordance with generally accepted government auditing standards. These 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.

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<sup>1</sup> Jackson County had a contract with Correct Care Solutions (CCS). CCS and Correctional Medical Group Companies merged in 2018 and named the new organization Wellpath.

<sup>2</sup> MADP refers to the Monthly Average Daily Population

We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

***Confidential or Sensitive Information***

We did not withhold information that would be considered sensitive or confidential.

***Audit Conclusion***

With the exception of 14-day health assessments, we found that the contractor is generally compliant with the terms and conditions of the contract. We did find that the contract, in some places, would benefit from additional or changed language that would clarify the roles, responsibilities, and expectations of each party.

***Audit Objectives, Scope & Methodology***

Our audit objective was to determine if Wellpath is in compliance with major terms and conditions of the contract. This audit did not address the quality of care or level of services being provided by the contractor.

We focused the audit on ensuring compliance with terms and conditions specific to healthcare being provided at the County Jail. The contractor also provides services at the Community Justice Transition Center and the Juvenile Services Center. This audit did not review contractual compliance for these two Community Justice locations. The audit mostly focused on services that were being provided at the Jail between July 1, 2018 through May 31, 2019. We also looked at staffing hours for the period January 1, 2019 through March 31, 2019. Lastly, we reviewed the out-of-facility calculation for the period ending June 30, 2018.

Our audit procedures included:

- Reviewing the contract and other applicable standards.
- Interviewing Wellpath staff to gain an understanding over processes.
- Selecting a sample of 61 Covered Person files and reviewing documentation for compliance with contract provisions.
- Obtaining and reviewing time records for one quarter.
- Reviewing the fiscal year 2017-18 out-of-facility cost sharing calculation.
- Reviewing a sample of out-of-facility services for reasonableness.

## Chapter 1 – Review of Jail Screening Questionnaires

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**Article 1.1.1 – CCS shall review screening questionnaires within eight (8) hours of completion.**

***We found that Wellpath is in compliance with the intent of this requirement, though not all reviews happen within the specified 8-hour review timeframe.***

We found that Wellpath is in compliance with the intent of this requirement, though not all reviews happen within the specified 8-hour review timeframe.

During the intake process a deputy completes a health screening of the person being lodged at the County Jail. This involves the deputy asking the covered person a series of health-related questions and documenting his/her observations regarding the covered person. The completed screening is later reviewed by Wellpath staff.

Evidence indicates that the review of screening questionnaires is happening the day of or day after the screening questionnaire is completed during the intake process. Current practice is that Wellpath staff document their review by initialing and dating the form, but the time of review is not included. Therefore, we could not determine the extent to which the review occurs within 8 hours of completion by the deputy. Moreover, because Wellpath does not provide onsite nurse staffing between the hours of 11:00 PM and 7:00 AM it seems unlikely that a review would occur within the 8-hour timeframe if the intake occurred anytime around or after 11:00 PM.

***59 of the 61 screenings sampled were reviewed the day of or the day after the questionnaire was completed.***

We reviewed a sample of 61 screening questionnaires that were completed between July 1, 2018 and May 31, 2019. We found 59 of the 61 were documented as having been completed the day of or day after the questionnaire was completed by the deputy. Given that intakes may occur during the evening hours, a review occurring the ‘day after’ can still be within 24 hours or less of the intake.

In the other 2 cases, per Wellpath the file information indicated the nurse went down to the holding area to see the covered persons during intake. However, one medical file did not contain a screening questionnaire and the other file contained an unsigned/dated screening questionnaire.

We note that neither Oregon statutes, Oregon Jail Standards<sup>3</sup>, nor the National Commission on Correctional Health Care (NCCHC) require that a screening be reviewed within 8 hours of completion. ORS 169.076 only requires the County

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<sup>3</sup> Oregon Jail Standards were developed and adopted by the Oregon State Sheriffs’ Association

to provide for emergency medical and dental health and to have written policies to dictate certain practices. The Jail Standards require that screenings occur but the Standards do not set forth a timeframe by which the screening must be reviewed if the screening is conducted by non-medical personnel. The NCCHC standards require that the screening take place as soon as possible and without unnecessary delay.

We also noted that neither the contract nor the standards document the appropriate level of professional that should be performing the screening review (i.e., Does it require a doctor, nurse, or EMT). Per discussion with Wellpath, the nurse is responsible for reviewing the screening. During our review of the screenings, due to the use of initials by Wellpath staff, we were uncertain as to which staff completed the review because of illegibility of the initials.

In discussing our findings, Wellpath informed us that it plans to implement use of an electronic records management system that will have the ability to interface with the jail management system. When this occurs, the screening will be reviewed electronically and the name of the reviewer and the date/time of the review will be electronically added to the health record. When this is implemented, it will resolve the documentation issue.

### ***Recommendations***

1. We recommend that the County request that Wellpath begin documenting the time that screening reviews occur.
2. We recommend that if and when the County enters into a new contractual agreement for healthcare services or amends the current contract that –
  - a. The County determine an appropriate timeframe for completion of the review, after considering Wellpath’s staffing schedule and staffing levels.
  - b. The contract specifies the level(s) of healthcare professionals considered qualified to conduct the review.
  - c. The contract specify that documentation of the screening review contain the information needed to determine that the review occurred within the required timeframe and was conducted by the required level of healthcare professional.

## Chapter 2 – Health Assessment

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**Article 1.1.1 – A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee/Resident’s arrival at the Facilities. The health assessment shall follow current NCCHC guidelines.**

**Available documentation suggests that Wellpath is not in compliance with this requirement.**

Available documentation suggests that Wellpath is not in compliance with this requirement.<sup>4</sup> Additionally, prior to performing our audit tests, Wellpath staff were forthright in acknowledging that we would find instances of non-compliance.

We selected a sample of 61 covered persons that were lodged in jail for at least 14 consecutive days during the period of July 1, 2018 through May 31, 2019. We found the following:

Status	Count	%
No Health Assessment in File	35	57%
Released prior to or on day Health Assessment was due	9	15%
Health Assessment in file <b>but not</b> completed within 14 days	6	10%
Covered Person Refused Health Assessment	4	7%
Health Assessment in file, however, over a year old	4	7%
Health Assessment in file completed within 14 days	3	5%
<b>Total</b>	<b>61</b>	

Regarding the 35 that lacked a health assessment form in the file, there are multiple reasons that could explain the lack of documentation. While the assessments may not have been completed, it is also possible that the paperwork was not filed in the hardcopy files provided or that the covered person refused the assessment and the refusal was not properly documented.

It should be noted that NCCHC guidelines allow that if a health assessment had been performed within 12 months and there is no change in health status of the

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<sup>4</sup> Because we could not rule out the possibility that assessments were completed but the related documentation misfiled, we cannot definitively conclude non-compliance.

inmate then a health assessment does not need to be re-performed. Therefore, it is possible that in some cases an assessment had been completed during a prior stay.

Additionally, 4 of the 61 (7%) had been previously assessed but not within one year.

Many covered persons are released from Jail in less than 14-days. To be efficient with staff time, an attempt to schedule health assessments when an inmate/detainee nears the 14-day mark is performed by Wellpath. Per Wellpath, it plans to implement use of an electronic record document system which will improve its ability to run reports that identify when a covered person is nearing the 14-day mark and identify whether an assessment has occurred within the prior 12-month period.

***The health assessment form used by Wellpath is reasonably designed to ensure compliance with the NCCHC guidelines.***

We compared the health assessment form used by Wellpath at the Jackson County Jail to the current NCCHC guidelines to determine if the assessment follows the guidelines. We found that the form is reasonably designed to ensure compliance with the NCCHC guidelines.

#### ***Recommendation***

1. We recommend that the County closely monitor future compliance with the 14-day requirement.

## Chapter 3 – Scheduled Sick Call

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***Article 1.1.2 – A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week.<sup>5</sup>***

***We found that Wellpath appears to be compliant with the intent of this requirement.***

We found that Wellpath appears to be compliant with the intent of this requirement. However, because key terms used in the article are not defined, we do not offer a definitive conclusion.

These key terms and their impact on our findings are discussed below.

- The contract does not define the term “sick calls.”<sup>6</sup>

Wellpath uses a triage system when responding to sick call requests from covered persons. The simplest issues may be resolved through messaging the covered person back (e.g., Wellpath may prescribe Tylenol or a topical ointment). For other requests, the issue may be resolved through a cell-side visit by Emergency Medical Technicians (EMTs) during their pharmaceutical distribution rounds. In other situations, a nurse may see the covered person cell-side or the covered person was brought to the nursing area and seen by a nurse or by the Medical Director (MD) or Nurse Practitioner (NP).

If all responses to medical requests are treated as a “sick call,” then the cell-side responses would not be compliant with the “clinical setting” requirement.

- The contract does not define “qualified healthcare professional.”

Some healthcare requests are resolved cell-side by EMTs. An EMT may or may not meet the intent of the phrase “qualified healthcare professional.”

- The contract does not define “timely basis.”

We did find that Wellpath was responsive to requests to be seen made by covered persons, however, the contract does not define “timely basis.”

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<sup>5</sup> The contract defines Physician Extender as “An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.”

<sup>6</sup> For purposes of this audit, a sick call was for a medical need only and did not include dental or mental health requests.

We reviewed the files of 61 covered persons and found that the majority of covered persons received a response from Wellpath staff the same day the request was made.<sup>7</sup> Most of the remaining received a response the next day.

***The majority of covered persons were seen either on the day of the request or the day after the request.***

We also selected and reviewed an additional 28 files for the purpose of determining how much time lapsed between when the request was made to the time the covered person was seen. We found that the majority of the covered persons were seen either on the day of or the day after the request. In all instances reviewed, the covered persons were seen in 3 or less days by someone other than the MD or NP. When Wellpath staff determined that the covered person needed to be seen by the MD or Nurse Practitioner (NP), the wait time to see the MD or NP ranged from 3 to 18 days.

The contract specifies that a Physician Extender be onsite at least once per week. Per our review of time sheets, a Medical Director (MD) or Nurse Practitioner (NP) was onsite at least once per week. We noticed that the contract stated that a Physician Extender (NP) be onsite once a week, however, at times the MD filled in for the NP. We interpreted having a physician substitute for a physician extender as being compliant with the requirement.

### ***Recommendations***

1. We recommend that clarifying language be added to any future contracts. Specifically;
  - a. The contract states, “A qualified healthcare professional shall conduct sick calls.” However, the term ‘qualified healthcare professional’ is not defined in the contract.
  - b. The contract uses the term “timely basis.” However, the term is not defined nor are any parameters given to provide context as to what constitutes “timely.”
  - c. The contract requires the sick call to occur in a clinical setting. However, depending on the medical concern, the patient may be seen cell-side, which may be appropriate in certain situations. A future contract may want to indicate that sick calls should occur in a clinical setting as appropriate given the reason for the sick call and/or define a sick call so that it can be distinguished from other responses.

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<sup>7</sup> Kiosks are located in each housing unit. Covered persons communicate with Wellpath via these kiosks that operate in a manner similar to email.

## Chapter 4 – Dental

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***Article 1.4 – CCS shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) at the Jackson County Jail. CCS shall provide onsite urgent dental care at the Jackson County Jail to the extent reasonably possible. In the event a need for dental services for a patient at the Jackson County Jail is assessed by CCS Chief Medical Officer or designee and such care cannot be rendered on-site, costs for such off-site services shall be administered in accordance with Section 1.18.***

***Available documentation suggests that Wellpath is not in compliance with this requirement.***

Oral screenings are conducted as part of the general health assessment as discussed previously. Therefore since documentation suggests that the health assessments generally were not being completed, the oral screenings were not being done as well. The health assessment is reasonably designed to ensure compliance with the oral screening requirements established by the NCCHC.

Per the NCCHC standards, if the oral screening is performed by a qualified health care professional and not by a dentist the qualified health care professional is to receive documented training approved or provided by the dentist. Per Wellpath, the required training is provided to the nurses as required. We did not verify from the nursing staff that they did receive the training.

To determine if dental care is provided per the contract requirements, we reviewed the files of 5 covered persons who had requested dental care. We found:

- 1 was seen by the dentist the day after the request;
- 2 refused to be seen by the dentist during the next site visit by the dentist, and;
- 2 individuals were arrested, released, and re-arrested in patterns that did not correspond with the dentist's bi-monthly visits. In one of these two cases, the individual was seen by the dentist 79 days after making the initial request.

In comparing time reports for dental staff with the contractual staffing matrix, we noted a discrepancy in the frequency of visits by the dentist but not in the total hours provided. Per the contract staffing matrix, dental care is to be provided weekly for 2 hours per week. Instead, dental care is being provided for a 4-hour block of time every other week.

Two reasons were discussed as contributing to the reason that care is provided in a 4-hour block every other week. First, when set-up and clean-up time are considered, it is more efficient to have the dentist on-site for one 4-hour block than two 2-hour blocks. Secondly, it may be more challenging to find a dentist willing to come weekly for a two-hour period than it is to find a dentist willing to come every other week for a 4-hour period.

***Recommendation***

1. The County should weigh the risk of untimely dental care with the reasons for the current practice (as described above) and then determine whether it should accept the current practice.

## Chapter 5 – Mental Health Care

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***Article 1.8 – Only as specifically provided herein, CCS shall arrange and bear the cost of on-site mental health services for Covered Persons at the Jackson County Jail which shall be limited to evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. CCS shall not be responsible for initial diagnosis or initial pharmacological treatment of mental health conditions but will cooperate with other providers to continue care. CCS shall not be responsible for psychiatric assessments. CCS shall not be responsible for the provision or cost of any off-site or inpatient mental health services. CCS shall cooperate with the County or other provider in the provision of mental health services to patients at the Jackson County Juvenile Services Center and the Jackson County Community Justice Transition Center.***

Wellpath provides mental health staffing Monday through Friday for 8 hours per day. Staff primarily –

- Respond to crisis as needed
- Intervene when a covered person is placed on suicide watch
- Review mental health concerns reported as part of the jail screening and health assessment processes

***The staffing pattern requires that 40 hours of mental health staffing be provided by a Licensed Clinical Social Worker.***

Our review was limited to determining whether staffing was provided in the quantity specified in the staffing pattern included as an appendix to the contract and that the individual had the license specified in the contract.

The staffing pattern requires that 40 hours of mental health staffing be provided by a Licensed Clinical Social Worker (LCSW).

We found Wellpath provided a total of 32 hours less than contractually required hours during the 12-week period we reviewed.<sup>8</sup> We address this issue in the staffing section that comes later in this report.

We also found the staff person assigned to the mental health position is not a LCSW though he does have a different professional designation.

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<sup>8</sup> Per discussion with County Health and Human Services staff and Wellpath, the individual in this position was out on leave around the time period we selected for audit. However, we were unable to verify whether this time lapse was associated with this leave of absence or other reasons.

## ***Recommendations***

1. We recommend that future contracts:
  - a. Determine whether the position must be filled by a LCSW or whether it can be filled by a person classified as a “qualified mental health practitioner” or other relevant classification.
  - b. We also recommend that the contract include a formalized approval process to be used when the contractor has challenges filling a position at the contractually-required credentials. For example, if the contractor can’t find a LCSW to fill an open position, it should get approval from the County to fill the position with an individual having a different credential.

## Chapter 6 – Pregnant Covered Persons

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***Article 1.10 – To the extent health care services are required for any pregnant Covered Persons, CCS shall make appropriate arrangements for rendering such care off-site, but the cost of such off-site services shall be administered in accordance with Section 1.18.<sup>9</sup> CCS shall not arrange or bear the cost of any health care services for infants.***

Per Jail staff, prenatal care is being provided. Our review of off-site billings contained evidence that prenatal care was being provided. In our review of a sample of 61 files, there were no pregnant individuals. Wellpath does have policies and procedures that instruct staff on the provision of care to be provided to pregnant individuals.

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<sup>9</sup> Section 1.18 establishes a cost-sharing model for the cost of off-site healthcare.

## Chapter 7 – Financial Limitation

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This section provides for an out-of-facility Risk Pool (cost-sharing model) between the County and Wellpath. Per the contract, Wellpath is to cover the costs of out-of-facility expenses up to an agreed upon amount, referred to as the risk pool (a.k.a., threshold). For costs beyond that amount, Wellpath's and the County share responsibility for these costs as follows:

Amount above Risk Pool	Wellpath's Share	County's Share
Up to \$25,000	20%	80%
\$25,000 to \$50,000	35%	65%
Above \$50,000	50%	50%

We reviewed the out-of-facility costs for the year ending June 30, 2018 as of February 2019 because data for year ending June 30, 2019 had not been finalized as of the start of the audit.

We note that requirements relating to year ending June 30, 2018 had been established as part of a prior agreement with Wellpath, therefore, the terms and conditions differed from the current contract.

In conducting our review of the fiscal year 2017-18 out-of-facility cost share calculation, we found the following:

***The prior contract had included language pertaining to a final reporting.***

- The prior contract had included language pertaining to a final reporting and then, if needed, a true-up. The prior contract stated "Conmed [the Wellpath preceding organization] shall make a final report of out-of-facility expenses incurred during the applicable 12-month period within 150 days of the end of the applicable 12-month period."

***The current contract does not have final reporting language.***

The current contract does not contain this language or a similar requirement.

The last reporting for 2017-18 occurred in February 2019. It is not certain as to whether this was intended to be considered a final reporting of expenses. However, the March through July 2019 monthly reports did not make mention of 2017-18 expenses.

**Calculation included claims paid after 150 days.**

- The final reporting of out-of-facility expenses is to occur within 150 days of the end of the applicable 12-month period. The February reporting included claims paid more than 150 days after the end of the 12-month period.

We note that there are both reasons why an end-date should be established and why one shouldn't. A definitive end-date helps ensure that the financial records are closed in a timely manner. On the other hand, a pending deadline would disincentivize the contractor from continuing to dispute questionable billings. The County Health and Human Services department should work with Wellpath to determine a final reporting date that balances the need to have a final accounting and also provides flexibility for Wellpath to legitimize the claim prior to paying the claim on behalf of the County. One approach might be to include in the report a reporting of bills still outstanding as of the deadline.

**The wrong threshold was used in the calculation.**

- The threshold used by Wellpath to calculate the cost sharing for fiscal year 2017-18 was not the agreed upon threshold for that time period. Wellpath used \$224,000 which was the threshold per the fiscal year 2014-15 agreement. The amount \$247,170 was established for, and should have been used for, 2017-18.<sup>10</sup> The change in the threshold from FY 2014-15 to FY 2017-18 was as follows:

Year	Threshold
2014-15	\$224,006.50
2015-16	\$229,202.56
2016-17	\$238,580.99
2017-18	\$247,169.93

If the correct threshold was applied to FY 17-18 out-of-facility charges, then the County would either be owed money or owe the contractor money depending on whether claims processed after the 150-day deadline were included. To complicate matters, when we informed Wellpath of the erroneous use of the wrong threshold, Wellpath informed us that it had paid claims in July 2019 that were not included in any reporting provided to the County. As such, the potential scenarios using the correct threshold are:

- If the County denied any and all claims paid after the 150-day period, then the County is owed about \$17,000.

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<sup>10</sup> We did not review the 2015-16 or the 2016-17 final accounting to determine if the correct threshold was used for those years, as that was outside the scope of this audit.

- If the County allowed for the claims paid between November 2018 and July 2019 then instead of being owed \$17,000 the County would owe Wellpath about \$2,000.

***One individual out of 10 was not in custody when the service was provided.***

We also reviewed out-of-facility claim information for 10 covered persons to determine if bills paid were for services provided when the individual was in custody at the Jackson County Jail. We found that one of the individuals was not in custody when the service was provided. At the time this report was written, Wellpath was investigating the cause of this error. Based on our understanding of Wellpath's payment process, there is a risk that the electronic case management system used for paying claims was not updated in a timely fashion. Wellpath is planning to implement full use of their electronic case management system, which will help reduce this risk.

### ***Recommendations***

1. We recommend HHS work with Wellpath to determine an appropriate time period for providing a final accounting of claims and cost sharing calculation and include this in the next contract.
2. We recommend HHS with the help of County Counsel determine whether Wellpath owes the County about \$17,000 while considering that Wellpath bore the full cost of claims paid after the 150-day grace period and while not verified whether other prior years cost sharing calculations were correct or incorrect based on the contractual requirements.

## Chapter 8 – Staffing Hours

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***Article 2.0 – CCS shall provide or arrange for the provisions of Health Care Staff necessary to render the health care services contemplated in Article 1 as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. CCS reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement...CCS shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of CCS, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.***

***All staff except one had the specified contractually-required credentials.***

We reviewed the licensing of current and prior staff to determine if positions were staffed by individuals with the contractually-required credentials. We also reviewed time records of a 12-week period to determine if staffing was provided, as required.

With the exception of the mental health provider, as discussed earlier, all staff had the specified credentials. The mental health provider did have an appropriate background; however, he had not completed the requirements necessary to become a LCSW. As also discussed above, the mental health provider position was not staffed for a total of 32 hours during the 12-week period reviewed.

***The most significant understaffing occurred in the Registered Nurse Administrator position.***

The most significant understaffing occurred in the Registered Nurse Administrator position. Per the timesheet, the position was working at a different facility for about 97 hours during the 12-week period reviewed. Also, the individual staffing the position was promoted within Wellpath and the organization is working towards filling this position, as such the position is currently vacant.

We also noted:

- Per the staffing plan, a Medical Director (MD) or Nurse Practitioner (NP) should be onsite Monday through Friday using a rotating schedule with the MD onsite Tuesdays and Thursdays and the NP being onsite Monday, Wednesday and Friday. We found that mostly on Mondays and Thursdays neither a MD or NP were onsite. However, the contract does allow Wellpath to make shift coverage changes as necessary and we did find there were a couple times when the MD and NP worked on a weekend. All in all, the total

hours to be provided was only minimally less than what was contractually required.

- The Licensed Practical Nurse (LPN) position was used to cover the Registered Nurse (RN) shifts, which is a higher-level position than the LPN. However, there were also instances when an RN covered an LPN shift.
- The contract does not establish financial concessions for situations in which the contractor is unable to provide staffing per the staffing plan.

### ***Recommendation***

1. We recommend that future contracts establish reimbursement rates for situations in which the contractor cannot provide staffing at the level established by the contract. For example, an amendment to an earlier contract included a clause that required ConMed (the Wellpath preceding organization) to submit a report detailing shifts unfilled by position and to reimburse the County for the hours not worked. This, or a similar requirement, was not included in the current contract.

While we understand that Wellpath needs the flexibility to make scheduling changes, we recommend that any prolonged or substantial changes in the staffing matrix should require the County's approval.

## Chapter 9 – Other Observations

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In conducting this audit, we made several related observations that pertain to the contractual relationship between the contractor and County. Addressing these observations may help to ensure that future contracts are less likely to be open to multiple interpretations. Our observations are:

1. The contract is not clear whether all or certain sections of the NCCHC guidelines are to be followed by Wellpath. For example, NCCHC guidelines are referenced in article 1.1.1 (Health Assessments), which states "...The health assessment shall follow current NCCHC guidelines." Conversely, article 1.1.2 (sick calls) does not require sick calls to be conducted in accordance with the guidelines. We were not certain if the inclusion in one article and exclusion in another was intentional or whether the intent was that NCCHC guidelines be followed in all aspects of healthcare delivery by Wellpath. It would be useful if future contracts were explicit as to what aspects of healthcare delivery must be provided in accordance with the guidelines.
2. Article 1.1.2 (sick calls) states "... A Physician Extender will be available to see Covered Persons at least once per week." While it is unlikely that anyone would raise an issue when a physician is utilized instead of a physician extender, use of the phrase 'physician or physician extender' instead of just 'physician extender' would add clarity.
3. Article 1.1.2 (sick calls) requires that sick calls be conducted in a "timely basis." As discussed earlier, timely basis is not defined. However, per Wellpath the NCCHC guidelines state that the covered person shall be seen within 24 hours from the time the covered person made the request. A future contract should clarify what is meant by "timely."
4. Article 1.13 addresses office equipment by stating that "provision...shall be mutually agreed-upon." Additionally, Article 1.15 (Medical Supplies/Equipment of \$500 or Less) indicates the County will be responsible for office and paper supplies. For budgeting purposes, it would be useful if the County had a more exact understanding of what it is required to provide. For example, if a medical position is added, it is unclear whether the County would be required to purchase a new desk, chair, etc. for the position.

## Summary of Recommendations

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### Jail Screening Questionnaire

1. We recommend that the County request that Wellpath begin documenting the time that screening reviews occur.
2. We recommend that if and when the County enters into a new contractual agreement for healthcare services or amends the current contract that –
  - a. The County determine an appropriate timeframe for completion of the review, after considering Wellpath’s staffing schedule and staffing levels.
  - b. The contract specifies the level(s) of healthcare professionals considered qualified to conduct the review.
  - c. The contract specify that documentation of the screening review contain the information needed to determine that the review occurred within the required timeframe and was conducted by the required level of healthcare professional.

### Health Assessment

3. We recommend that the County closely monitor future compliance with the 14-day requirement.

### Scheduled Sick Call

4. We recommend that clarifying language be added to any future contracts. Specifically;
  - a. The contract states, “*A qualified healthcare professional shall conduct sick calls.*” However, the term ‘qualified healthcare professional’ is not defined in the contract.
  - b. The contract uses the term “timely basis.” However, the term is not defined nor or any parameters given to provide context as to what constitutes “timely.”
  - c. The contract requires the sick call to occur in a clinical setting. However, depending on the medical concern, the patient may be seen cell side, which may be appropriate in certain situations. A future contract may want to indicate that sick calls should occur in a clinical setting as appropriate given the reason for the sick call and/or define a sick call so that it can be distinguished from other responses.

### Dental

5. The County should weigh the risk of untimely dental care with the reasons for the current practice of having the dentist onsite every other week and then determine whether it should accept the current practice.

### Mental Health

6. We recommend that future contracts:
  - a. Determine whether the position must be filled by a LCSW or whether it can be filled by a person classified as a “qualified mental health practitioner” or other relevant classification.

- b. We also recommend that the contract include a formalized approval process to be used when the contractor has challenges filling a position at the contractually-required credentials. For example, if the contractor can't find a LCSW to fill an open position, it should get approval from the County to fill the position with an individual having a different credential.

### **Financial Limitation**

7. We recommend HHS work with Wellpath to determine an appropriate time period for providing a final accounting of claims and cost sharing calculation and include this in the next contract.
8. We recommend HHS with the help of County Counsel determine whether Wellpath owes the County about \$17,000 while considering that Wellpath bore the full cost of claims paid after the 150-day grace period and while not verified whether other prior years cost sharing calculations were correct or incorrect based on the contractual requirements.

### **Staffing Hours**

9. We recommend that future contracts establish reimbursement rates for situations in which the contractor cannot provide staffing at the level established by the contract. For example, an amendment to an earlier contract included a clause that required ConMed (the Wellpath preceding organization) to submit a report detailing shifts unfilled by position and to reimburse the County for the hours not worked. This, or a similar requirement, was not included in the current contract.
10. While we understand that Wellpath needs the flexibility to make scheduling changes, we recommend that any prolonged or substantial changes in the staffing matrix should require the County's approval.

### **Other Observations**

11. We recommend that future contracts be explicit as to what aspects of healthcare delivery must be provided in accordance with recognized guidelines/standards (e.g., NCCHC).
12. We recommend for clarity purposes adding 'Physician or...' to the following sentence in article 1.1.2 "... A Physician Extender will be available to see Covered Persons at least once per week."
13. We recommend considering clarifying article 1.13 and 1.15 to help with budgetary purposes.

## Management Response

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# JACKSON COUNTY

*Health & Human Services*

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**Health and Human Services**

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November 19, 2019

Eric Spivak  
10 S. Oakdale  
Medford, Oregon 97501

Dear Eric,

I would like to thank you and your staff for conducting an audit of the jail healthcare provider's compliance with the terms and conditions of the jail healthcare contract. I am pleased that the audit found the contractor to be generally in compliance with the contract.

The audit identified one area where contractor performance could be improved. The contractor has acknowledged this need and will be implementing a process improvement to address this issue.

The audit also identified areas where future contract language could be changed to improve clarity and ensure both parties are in agreement regarding each party's roles and responsibilities. We are working with County Counsel and the contractor towards a contract amendment that will address the audit recommendations.

Regards,

Mark Orndoff, Director  
Jackson County Health and Human Services

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**Jackson County**

**Internal Audit Program**

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**Eric Spivak, County Auditor**

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