Health Services
LOS ANGELES COUNTY

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

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June 19, 2018

Revised
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
15 June 26, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENTS TO SIX AGREEMENTS FOR TEMPORARY HEALTH INFORMATION MANAGEMENT PERSONNEL SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to extend Temporary Health Information Management Personnel Services Agreements, with various contractors for the provision of temporary or as-needed health information management personnel for use by the Department of Health Services, as well as delegated authority to execute new agreements with additional qualified firms, allow other County departments to receive services, make changes to the Agreements' scope and/or terms and conditions that would be subject to review and approval by County Counsel, and to suspend or terminate any of the Agreements in accordance with the applicable termination provisions.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Acting Director of Health Services (Director), or her designee, to execute amendments to the Temporary Health Information Management Personnel Services (THIMPS) Agreements with AE and Associates, ASAP Staffing, Inc., Caban Resources, CodeBusters, Inc., CodeMed, Inc., and JENN International, effective upon execution by the Director, to extend the Agreement term for the period July 1, 2018 through June 30, 2019, at an annual cost not to exceed $8,789,317 for all agreements for use by the Department of Health Services (DHS).

2. Delegate authority to the Director, or her designee, to execute new THIMPS Agreements with additional qualified firms during the term of the Agreement, based on need, effective upon execution through June 30, 2019.

3. Delegate authority to the Director, or her designee, to execute future amendments to the THIMPS Agreements to: a) allow other County Departments to receive services under the THIMPS Agreement; b) add, delete and/or change non-substantive terms and conditions in the THIMPS Agreements as required under federal or State law or regulation, County Policy, County's Board, and/or Chief Executive Office (CEO); and c) incorporate necessary changes within the scope of work, with all amendments subject to review and approval by County Counsel, and, for amendments executed under a), written notification to the Board and Chief Executive Office (CEO).

4. Delegate authority to the Director, or her designee, to suspend or terminate any THIMPS Agreements on behalf of the County in accordance with the applicable termination provisions in the respective Agreements that indicate the Agreements may be terminated for convenience by the County upon 30-days prior written notice.

5. Quarterly reports to the Board shall be filed with the Executive Office to demonstrate the continued efforts to reduce reliance on the use of these agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background

The Health Information Management (HIM) Division at DHS provides services that include, but are not limited to, inpatient and outpatient medical record coding, release of information, and enterprise master patient indexing. The THIMPS Agreements are used predominantly in the HIM Division throughout DHS facilities, but are also used intermittently by DHS to backfill for facility quality improvement staff/abstractors (Core Measures Abstractors) who review medical records to identify and record required data elements needed to report measures for the Medi-Cal 2020 Waiver and other clinical quality indicators. DHS also utilizes the THIMPS contracts to access Cancer Tumor Registrars (CTR) to remain in compliance in the maintenance of DHS cancer registry and data. HIM management shall work to ensure that Medical Record coding duties are not comingled with clerical duties.

The County has contracted with temporary health information management personnel services registries for many years to address critical medical records coding staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities. On April 18, 2017, the Board directed DHS and CEO to develop strategies to minimize DHS' reliance on contracting out positions and to work with the Department of Human Resources (DHR) to report on how the hiring process can be expedited to reduce contracting out positions. As reflected in quarterly reports to the Board, DHS is making significant progress to reduce reliance on contractors for coverage. As of today, the core medical record coder classifications have been updated to reflect ICD-10 and other essential components; and the Department anticipates that, working in concert with CEO and DHR, the job bulletins to fill the remaining vacancies will be posted online for immediate application by qualified candidates by June 30, 2018. This final step is a critical part of reducing reliance on the THIMPS agreements. DHS is committed to continue efforts to reduce reliance on the use of these agreements, and will therefore continue to file quarterly reports to the Board with the Executive Office.

The HIM Division has made substantial progress with regards to improving medical record coder recruitment. Through collaboration with County human resources experts and our labor partners, class specifications for Health Information Associate, Health Information Technician, and Health Information Senior Technician items are in the process of being updated and a testing component for technical abilities has been developed to be added to the human resources exam process; all of which are under final reviews. Once finalized, the class specifications will be forwarded to DHR and DHS' Human Resources (HR) Division to authorize posting of the job bulletins for the items above. This should result in a more highly qualified pool of eligible candidates to fill the approximate 45 vacancies which remain within the HIM Division. In addition, the HIM Division along with the HR Division has completed developing a new exam for the Medical Records Director series positions. Those exams have been posted and applicants are being added to the certification lists. HIM management shall continue to work closely with our labor partners on the timely and transparent notification of processes in this area.

Recommendation

Approval of the first recommendation will allow the Director, or her designee, to execute amendments to the THIMPS Agreements, using a template substantially similar to Exhibit I, to extend the Agreement term for the period of July 1, 2018 through June 30, 2019.

Approval of the second recommendation will allow the Director to execute new THIMPS Agreement with additional qualified firms, during the term of the Agreements, in the event that the County needs additional firms to provide THIMP services.

Approval of the third recommendation will allow the Director to amend the THIMPS Agreements to: a) allow other County Departments to receive services under the THIMPS Agreement; b) change non-substantive terms and conditions in the THIMPS Agreements as required under federal or State law or regulation, County Policy, County's Board, and/or CEO; and c) incorporate necessary changes within the scope of work, with all amendments subject to review and approval by County Counsel, and notice to the Board and CEO when other County Departments are allowed to receive services under the THIMPS Agreement.

Approval of the fourth recommendation will allow the Director, or her designee, to suspend or terminate any THIMPS Agreement on behalf of the County in accordance with the applicable termination provisions in the respective Agreements.

The THIMPS Agreements shall be limited to ordering Medical Records Coding technical line staff and shall not be used to obtain any supervisors, managers, or HIM Directors. The recommended amendment includes rates only for the medical records coding technical line staff.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy III.3, ”Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability” of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

DHS

The DHS estimated annual cost for the THIMPS Agreements is $8,789,317.

Funding is included in DHS’ FY 2018-19 Recommended Budget, and will be requested in future fiscal years as necessary.

Other County Departments

Other County departments may be allowed to use the THIMPS Agreements based upon the availability of funds in their respective budgets, and will be responsible for payments to the contractors.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendments to the THIMPS Agreements include the most recent required provisions. The Agreements may be terminated for convenience by the County upon 30-days prior written notice.

The THIMPS Agreements are Non-Proposition A Agreements because the services are of a temporary nature and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The current THIMPS contractors were selected as a results of a qualifications process. In the event additional firms are necessary to meet workload needs during the extension period, qualified firms can apply for a form Agreement. The respective administrators at DHS facilities will be responsible for initially screening interested firms to ensure that they have qualified staff available to provide services to the County. Once identified, potential contractors will be required to complete a certification of qualifications questionnaire, to determine whether the firm qualifies to receive a THIMPS Agreement. County staff will review each potential contractor’s articles of incorporation and by-laws, licensing status, insurability, and conducts reference checks.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that temporary or as-needed health information management personnel services will continue uninterrupted for DHS facilities.

Respectfully submitted,

Christina R. Ghaly, M.D.
Acting Director

CRG:ja:az:ek

Enclosure
c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

REVISED

Agreement No.: _____

TEMPORARY HEALTH INFORMATION MANAGEMENT
PERSONNEL SERVICES

Amendment No.__

This AMENDMENT is made and entered into this_____day

of_____, 2018,

By and between COUNTY OF LOS ANGELES
(hereafter "County"),

And _____
(hereafter "Contractor"),

Business Address:

WHEREAS, reference is made to that certain document entitled " TEMPORARY HEALTH INFORMATION MANAGEMENT PERSONNEL SERVICES," dated _____, and further identified as Agreement No.: _____ and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on April 26, 2016 the Board of Supervisors delegated authority to the Director of Health Services, to execute successor form TEMPORARY HEALTH INFORMATION MANAGEMENT PERSONNEL SERVICES (THIMPS) Agreements, for the period May 1, 2016 through April 30, 2018, extended by Amendments through June 30, 2018; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term through June 30, 2019, and to provide for the other changes set forth herein; and

WHEREAS, the Agreement provides that changes in accordance to Subparagraph 8.1.2, Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall become effective on the date of its execution by County's Acting Director of the Department of Health Services, or her authorized designee, with such date reflected on the top of page 1 of Amendment.

2. Agreement, Paragraph 4.0, Term of Agreement, Subparagraph 4.1, is deleted in its entirety and replaced as follows:

"4.1 The term of this Agreement shall commence on the latter of May 1, 2016 or upon execution by the parties as is reflected on the top of Page 1 of Agreement. This Agreement shall continue in full force and effect to and including June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement."

3. Agreement, Paragraph 8.2, Assignment and Delegation is deleted in its entirety and replaced as follows:

"**8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor."

4. Agreement, Paragraph 8.29, General Provisions for All Insurance Coverage, Subparagraph 8.29.1, is deleted in its entirety and replaced as follows:

"**8.29.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be e-mailed to:

cgcontractorinsurance@dhs.lacounty.gov

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County."

5. Agreement, Paragraph 8.39, Notices is deleted in its entirety and replaced as follows:

"8.39 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit E – "Contractor's Administration". This includes all notices or demands required or permitted by the County under this Agreement.**"**

6. Agreement, Paragraph 8.46, Subcontracting, Subparagraph 8.46.8, is deleted in its entirety and replaced as follows:

"8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder."

7. Agreement, Paragraph 8.61, Compliance with County's Zero Tolerance Human Trafficking, is added as follows:

"**8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work inaccordance with the terms and conditions of this Agreement."

8. Agreement, Exhibit B, SCHEDULE OF RATES, is deleted in its entirety and replaced as Exhibit B-1, attached hereto and incorporated herein by reference. All references to Exhibit B in the Agreement shall include Exhibit B-1.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Acting Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____for
Christina R. Ghaly, M.D.
Acting Director of Health Services

CONTRACTOR

_____

By: _____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

EXHIBIT B-1

SCHEDULE OF RATES

MAXIMUM HOURLY RATES:

Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

Health Information Management Personnel:	Maximum Hourly Rates:
Health Information Technical Trainee	$44.73
Health Information Associate/Abstractor	$47.22
Health Information Technician/Outpatient Coder	$49.86
Health Information Senior Technician	$52.63
Health Information Management Tumor Registrar	$58.67

Facilities will define the exact hours encompassed by these terms prior to assignment of personnel.

Twenty percent (20%) will be added to the above rates for Temporary Health Information Personnel who travel 50 miles or more, one way, to the job site at the High Desert Regional Health Center.