

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

August 13, 2019 41

CELIA/ZAVALA EXECUTIVE OFFICER

Los Angeles County Board of Supervisors

> Hilda L. Solis First District

August 13, 2019

Mark Ridley-Thomas Second District

> Sheila Kuehl Third District

Janice Hahn

Kathryn Barger

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

Christina R. Ghaly, M.D.

Hal F. Yee, Jr., M.D., Ph.D. Chief Medical Officer

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

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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.

Dear Supervisors:

APPROVAL OF DELEGATED AUTHORITY TO AMEND A SOLE SOURCE AGREEMENT WITH URGENT CARE ASSOCIATES. INC. FOR THE PROVISION OF CORRECTIONAL HEALTH SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request delegated authority to extend the term and increase the total contract amount for the sole source Agreement with Urgent Care Associates, Inc. for the provision of Correctional Health Services to support the Department of Health Services with the integrated health, public health, and mental health care services provided in the Los Angeles County Jails.

IT IS RECOMMENDED THAT THE BOARD:



- Delegate authority to the Director of Health Services (Director), or designee, to execute Amendment No. 2 to sole source Agreement No. H-706965 (Agreement) with Urgent Care Associates, Inc. (UCA) effective upon execution through August 31, 2020, for the provision of Correctional Health Services at the Los Angeles County Jails with an estimated cost of \$5 Million for the extended one-year contract term, and total estimated contract amount of \$13.5 Million.
- Delegate authority to the Director, or designee, to execute amendments 2. to the Agreement, to: (1) add, delete and/or change non-substantive terms and conditions in the Agreement; and (2) add/delete facilities and to approve necessary changes to scope in services, including reductions in Contractor's rates, if appropriate.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Based on a collaborative report developed by the Chief Executive Office (CEO), in conjunction with multiple County of Los Angeles (County) Departments (i.e., County Counsel and the Directors of the departments of Human Resources, Health Services, Mental Health, Public Health, and the Sheriff's Department), the Board of Supervisors (Board) approved a roadmap to improve the quality and efficacy of health care services provided to the County's inmate population. Your Board's action created a single, integrated jail health services operation to consolidate separate jail health services functions under the Integrated Correctional Health Services (ICHS) within the Department of Health Services (DHS).

The new structure is now inclusive of a system of approaches and strategies to improve the overall quality and delivery of all care provided in the jails including: 1) coordinating primary care and preventative care; 2) improving workflow and clinical processes; 3) improving access to care and discharge/reentry planning; 4) improving jail mental health services; and 5) emphasizing the use of substance abuse services. As the responsibility for the provision of inmate health care transitioned from the Sheriff's Department to DHS, it was determined that medical providers would need to be rapidly on-boarded to increase needed medical services to jail patients and improve the overall quality and delivery of health care at these jail facilities. In response, the Board authorized DHS to enter into a sole source Agreement with UCA to provide medical providers while DHS increased internal recruitment efforts.

UCA

UCA is part of Emergency Medical Associates, a leading provider of emergency care and episodic care management services to patients, communities, provider groups and hospitals throughout the Southwest. Under the existing Agreement, UCA's medical providers are deployed to support the County's Correctional Treatment Center and Inmate Reception Center at the Century Regional Detention Facility.

UCA provides a Site Contract Director and medical providers that deliver medically necessary health care services under the direction of ICHS' Correctional Health Director to the inmate population at any of the County's jail facilities. The foundation for health care services delivery in these jail facilities/locations is the Complete Care Model (CCM), which is based on the industry standard known as the Patient-Centered Health Home. This model improves patient outcomes, reduces the need for hospitalizations and emergency services, and enhances staff satisfaction. The CCM includes the following foundational principles and requirements: continuous care, comprehensive care, coordination of care, patient centered care, preventive care, and accessible care.

Upon establishment of the ICHS, DHS had considered three Board-approved contracting vehicles to obtain medical providers (i.e., Temporary Medical Personnel Services, Specialty Medical Services and Physician Registry Services agreements). However, it was determined that UCA would be most effective and efficient in directly meeting DHS' goals of implementing the Board's approved roadmap for quality patient care, as UCA provides and directly manages its staff to work specifically with jail populations and provides both clinical supervision and scheduling support. In contrast, the three aforementioned contracting vehicles operate as temporary staffing firms.

Under this extension, UCA will be compensated at hourly rates of \$210.00 for Family Practice and Internal Medicine Doctors and \$129.50 for Nurse Practitioner and Physician Assistant Providers, plus an all-inclusive monthly administrative fee of \$20,000 for a full time Site Contract Director and an Associate Site Contract Director, and the associated costs of recruiting, hiring, scheduling and

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retaining medical providers. The proposed \$210.00 hourly rate for Family Practice and Internal Medicine Doctors is higher than the Board-approved cap rate for services in the jails of \$170.00 per hour in the Temporary Medical Personnel Services, Specialty Medical Services and Physician Registry Services agreements, but is expected to enable UCA to obtain sufficient clinical staff within these specialties. The \$129.50 per hour for Nurse Practitioner and Physician Assistant Providers is equal to the jail services rate cap in the Specialty Medical Services agreements.

ICHS Recruitment Efforts

DHS ramped up recruitment and hiring of clinical staff upon establishing ICHS; however, during this same period, DHS also saw a reduction in staff due to attrition. Therefore, DHS has identified a need to continue contracting with UCA for one year, and during this time, ICHS will target working with DHS Human Resources to recruit and on-board additional qualified staff.

Approval of the first recommendation enables DHS to use a single contractor to remain nimble in providing appropriate clinical staff coverage in the jails and supports the Board's approved roadmap to ensure quality medical care to inmate-patients. This recommendation will allow the Director, or designee, to execute an amendment to extend the sole source Agreement, substantially similar to Exhibit I, with UCA through August 31, 2020. Approximately 2700 hours per month of additional medical provider services will be required, unless otherwise approved with advance written notice by County's Project Manager for emergency or unforeseen circumstances, with a maximum not to exceed 3000 total hours per month. To date, DHS has utilized approximately \$8.5 million to provide on-site medical providers from UCA in the jails, and an additional estimated \$5 million will be utilized through August 31, 2020, as DHS continues to hire permanent staff to fill openings.

Approval of the second recommendation will allow the Director, or designee, to amend the Agreement to make minor modifications, as well as add or delete jail locations and reduce the Contractor's rates.

<u>Implementation of Strategic Plan Goals</u>

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

FISCAL IMPACT/FINANCING

Funding in the amount of \$5 million for these services is included in the DHS Fiscal Year (FY) 2019-20 Adopted Budget and will be requested in FY 2020-21 for the Contract term through August 31, 2020.

DHS will ensure the funding for all services provided under the recommended amendment to the Agreement is within total approved funding for the ICHS program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As has been the practice for other physician services agreements, DHS will provide medical malpractice defense and indemnification for direct patient care provided by UCA under the Agreement as part of the contract consideration. The CEO Risk Manager has approved the insurance and indemnification provisions of the Agreement. The Agreement includes all Board

The Honorable Board of Supervisors 8/13/2019 Page 4

required provisions.

The rate for Family Practice and Internal Medicine Doctors was increased from \$197.00 per hour to \$210.00 per hour for consideration of additional services provided by UCA including but not limited to additional quality of care audits through random chart reviews; weekly in-person peer review; and manual query of productivity and quality measure data for reporting purposes, etc. Additionally, UCA relinquished its right to terminate the Agreement for convenience. However, the Agreement continues to maintain the provision for the County to terminate the Agreement for convenience upon ninety (90) days prior written notice.

County Counsel has approved Exhibit I as to form.

This Correctional Healthcare Service Agreement is not a Proposition A Agreement due to the need to temporarily augment the current level of health care provided in the jails. The services are of an extraordinary professional or technical nature and are temporary in nature and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

CONTRACTING PROCESS

It is ICHS' intention to replace UCA staffing with County employees. However, ICHS is also taking the precautionary step of working with the DHS Contracts and Grants Division to seek out additional potential vendors to determine the feasibility of conducting a competitive solicitation during the extension period, if necessary.

At this time, UCA is the only known provider to DHS that is situated to provide and manage temporary medical services in a correctional facility setting, which enable DHS to continue meeting its clinical staffing needs without interruption. UCA has consistently provided quality patient care and was a collaborative partner with ICHS in transforming urgent care at the jail facilities. UCA has clinical staff with experience providing health care in correctional settings and is enthusiastic about continuing to partner with DHS on the jail health services transformation.

DHS previously advised the Board, via the attached memo, on May 29, 2019 of the forthcoming amendment to this sole source Agreement with UCA (Attachment A). Attachment B is the sole source checklist in compliance with Board Policy 5.100.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure DHS can continue on the roadmap approved by the Board to improve the quality of healthcare services provided to the County's inmate population.

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Respectfully submitted,

Christina R. Ghaly, M.D.

Director

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CRG:sd

Enclosures

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



May 29, 2019

Los Angeles County **Board of Supervisors**

> Hilda L. Solis First District

TO:

Supervisor Janice Hahn, Chair

Mark Ridley-Thomas

Supervisor Hilda L. Solis

Second District

Supervisor Mark Ridley-Thomas

Sheila Kuehl Third District Supervisor Sheila Kuehl Supervisor Kathryn Barger

Janice Hahn Fourth District

FROM:

Christina R. Ghalv. M.D.

Director

Kathryn Barger Fifth District

SUBJECT:

ADVANCE NOTIFICATION OF INTENT TO

NEGOTIATE EXTENSION OF A SOLE SOURCE AGREEMENT WITH URGENT CARE ASSOCIATES. INC. FOR THE PROVISION OF CORRECTIONAL

HEALTH SERVICES

Christina R. Ghaly, M.D.

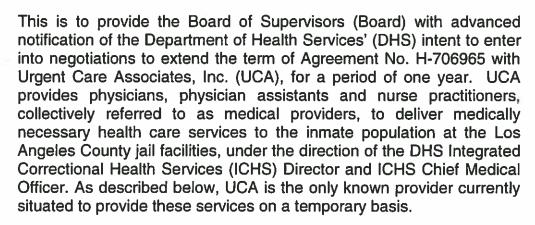
Hal F. Yee, Jr., M.D., Ph.D. Chief Medical Officer

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

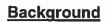
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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for a Board-approved Agreement at least four weeks prior to the initiating sole source negotiations for new contracts, and at least six months prior to the expiration date of an existing sole source contract.



ICHS was created as a result of the Board's June 9, 2015 approved roadmap to improve the quality and efficacy of health care services provided to the inmate population. This new system approach sought to improve the overall quality and delivery of all care provided in the jails.

As responsibility for the provision of inmate health care transitioned from the Los Angeles Sheriff's Department (LASD) to DHS, it was determined



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that medical providers would need to be rapidly brought in to see more jail patients and improve the overall delivery of health care at these facilities. In response, the Board authorized DHS to enter into a sole source agreement with UCA on June 14, 2016, to temporarily provide medical providers, while DHS continued their recruitment efforts. UCA medical providers were deployed to support the Correctional Treatment Center and Inmate Reception Center (IRC) at the Twin Towers Correctional Facility (TTCF), as well as to provide primary care coverage at the Century Regional Detention Facility (CRDF). ICHS has successfully hired or promoted hundreds of new staff since the transition; however, there has also been attrition over this period of time and therefore a need to continue contracting with UCA for an additional one-year period while additional efforts are undertaken to hire more staff.

Justification

UCA is part of Emergency Medical Associates, a leading provider of emergency care and episodic care management services to patients, communities, provider groups and hospitals throughout the Southwest. This Contractor has the clinical staff with experience providing health care in correctional settings and has played a key role in the health services transformation in ICHS. The Contractor has also recruited, hired and assisted with managing the scheduling of their medical provider staff.

Although DHS has three Board approved contracting vehicles to obtain medical providers (i.e., Temporary Medical Personnel Services, Specialty Medical Services and Physician Registry Services agreements), ICHS has found the UCA relationship to be extremely effective and efficient, as this Contractor provides and manages its staff who work at the jails, providing both clinical supervision and scheduling support, whereas the three aforementioned vehicles operate as temporary staffing firms. Continuing this partnership with UCA will allow for continued uninterrupted medical provider coverage in the jails and supports the Board approved roadmap to improve inmate patient care.

Alternate Plan

While it is ICHS' intention to replace UCA staffing with County employees, ICHS is also taking the precautionary step of working with the DHS Contracts and Grants Division to seek out additional potential vendors in this space to determine the feasibility of conducting a competitive solicitation during the extension period, if necessary.

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<u>Timeline</u>

In light of the urgency of this matter, DHS intends to begin negotiations to extend the sole source agreement with UCA, and return to the Board with a recommendation for contract award before the contract term expires on August 31, 2019.

Conclusion

DHS has determined that UCA is the only known provider currently situated to provide and manage temporary medical services which will permit DHS to continue meeting its clinical staffing needs without interruption. DHS will commence negotiations no earlier than two weeks from the date of this memo, unless otherwise instructed by the Board.

If you have any questions or require additional information, please let me know, or you may contact Ms. Jackie Clark-Weissman, DHS Integrated Correctional Health Services Director at (213) 893-5450.

CRG:ym

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

SOLE SOURCE CHECKLIST

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
(√)	ldentify applicable justification and provide documentation for each checked item.
	Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
	Compliance with applicable statutory and/or regulatory provisions.
	Compliance with State and/or federal programmatic requirements.
	Services provided by other public or County-related entities.
	Services are needed to address an emergent or related time-sensitive need.
	The Board created a single, integrated jail health services operation to consolidate separate jail health services functions under the Correctional Health Director, Integrated Correctional Health Services (ICHS) within the Department of Health Services (DHS). The key to successfully anchoring and sustaining this new jail health services structure is ensuring there is appropriate and sufficient clinic staffing in all jail facilities.
√	DHS ramped up recruitment and hiring of clinical staff upon establishing ICHS. However, during this same period, DHS also saw a reduction in staff due to attrition. Therefore, DHS continues to need qualified clinicians, management and scheduling support through Urgent Care Associates (UCA) to ensure that DHS maintains the health care improvements attributed to ramping up needed health care for the inmate population in the jail facilities at the launch of ICHS.
	The other three contracting vehicles available to DHS are: (1) Temporary Medical Personnel Services; (2) Specialty Medical Services and; (3) Physician Registry Services agreements. However, these vehicles haven't been effective nor provided efficiency in securing additional staff as they do not provide and directly manage staff to work specifically with jail populations. The aforementioned three contracting vehicles also do not provide the required clinical supervision and scheduling support.
	DHS has an immediate need to continue the services of a single contractor to provide and schedule sufficient qualified medical provider coverage through August 31, 2020. Approximately 2700 hours of additional medical providers are currently needed on a monthly basis. The use of the UCA Agreement will enable DHS to continue to be nimble in providing appropriate clinical staff coverage in the jails and support

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accomplishment of the Board approved roadmap to improve inmate patient care.
UCA is part of Emergency Medical Associates, a leading provider of emergency care and episodic care management services to patients, communities, provider groups and hospitals throughout the Southwest. UCA has clinical staff with experience providing health care in correctional settings and is enthusiastic about partnering with DHS on the jail health services transformation.
The service provider(s) is required under the provisions of a grant or regulatory requirement.
Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
It is more cost-effective to obtain services by exercising an option under an existing contract.
It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.
7/03/19
Chief Executive Office Date

Revised: 08/04/15 Page 2 of 2

Agreement No. H-706965

AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND URGENT CARE ASSOCIATES, INC. FOR CORRECTIONAL HEALTH SERVICES

Amendment No. 2

THIS AMENDMENT is made and er	ntered into this day of, 2019
By and between	COUNTY OF LOS ANGELES (hereafter "County"),
And	URGENT CARE ASSOCIATES, INC. (hereafter "Contractor")
	Business Address: 898 N. Pacific Coast Highway Suite 600 El Segundo, CA 90245

WHEREAS, reference is made to that certain document entitled "Agreement by and Between County of Los Angeles and Urgent Care Associates, Inc. For Correctional Health Services," dated June 23, 2016, and further identified as Agreement No. H-706965, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on August 13, 2019, the Board of Supervisors delegated authority to the Director of Health Services or designee, to amend the existing Agreement for Correctional Health Services to augment clinical staffing for Integrated Correctional Health Services (ICHS) upon execution through August 31, 2020; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to update certain terms and conditions to the Agreement, and to provide for other changes set forth herein; and

WHEREAS, Agreement provides changes in accordance with Paragraph 8.1, Amendments, may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Contractor warrants that it continues to possess the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall be effective upon execution.
- 2. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined herein, shall be given full force and effect as if fully set forth herein.
- 3. The Agreement, Paragraph 4.0 TERM OF AGREEMENT, Sub-paragraph 4.1 is deleted in its entirety and replaced to read as follows:
 - "4.1 The term of this Agreement shall commence on June 23, 2016, and end on August 31, 2020, unless sooner terminated, in whole or in part, as provided in this Agreement."
- 4. The Agreement, Paragraph 8.50 TERMINATION FOR CONVENIENCE, Sub-paragraph 8.50.1 is deleted in its entirety and replaced to read as follows:
 - "8.50.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) days after the notice is sent."
- 5. The Agreement shall be modified to add Paragraph 8.63, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, as follows:

"8.63 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability."

- 6. The Agreement, Attachment A-1.1 is added to Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference. Wherever Exhibit A-1 is referenced herein, it shall now also reference Attachment A-1.1.
- 7. The Agreement, Exhibit B Pricing Schedule, is modified to add Exhibit B-1, attached hereto and incorporated herein by reference. Wherever Exhibit B is referenced herein, it shall now also reference Exhibit B-1.
- 8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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

	COUNTY OF LOS ANGELES
	By:for Christina R. Ghaly, M.D. Director of Health Services
	CONTRACTOR
	URGENT CARE ASSOCIATES, INC.
	By: Signature
	Printed Name
	Title
APPROVED AS TO FORM: MARY C. WICKHAM County Counsel	
By Emily Issa Deputy County Counsel	

DESCRIPTION OF SERVICES FOR CORRECTIONAL HEALTH SERVICES

- 1. Providers shall be taken through an extensive clinical orientation where they are paired with an established provider. During the orientation program the new provider rotates through the different clinical areas.
- 2. Providers shall be trained on the nuances of the Cerner EMR as it pertains to specific units.
- 3. Providers shall be recruited from academic and tier 1 community based residency programs.
- 4. Weekly random chart reviews shall be performed on all providers as a quality of care audit.
- 5. Peer review shall be conducted on a weekly basis in person for each provider.
- 6. Bi-weekly meetings shall occur between EMA medical director and DHS chief medical officer regarding performance on SOW as contractually outlined.
- 7. Contractor shall participate in clinical committees and monthly risk management meetings.
- 8. The EMA physician shall serve as lead to liaison with nursing and daily onsite administrative lead.
- 9. Contractor will provide DHS an IT specialist to come onsite to manually query provider productivity and quality measure data for reporting purposes. Manual queries will take place only in the event IT specialist has not obtained/completed applicable credentialing requirements and/or been granted authorization and access to utilize Cerner (or any other utilized EMR system).
- 10. Contractor shall schedule management as follows:
 - a. Create an online platform, showing real time provider locations
 - b. Fulfill surge staffing or replacement staffing requests
 - Reference time frame range from 24 hours to 30-days' notice
 - c. Maintain daily onsite leadership presence for current staffing areas
 - CTC 3E
 - CTC 3W
 - CTC MHU and MHTU
 - CRDF IRC
 - 8000 Diabetic Clinic
 - MCJ walk in clinic
 - d. Provide staff to perform administrative services for the CTC

Pricing Schedule

EFFECTIVE SEPTEMBER 1, 2019 to AUGUST 31, 2020

Medical Providers:	Rate:
Family Practice Physicians	\$210.00 per hour*
Internal Medicine Physicians	\$210.00 per hour*
Nurse Practitioners	\$129.50 per hour*
Physician Assistants	\$129.50 per hour*
Administrative Fee:	Rate:
Administrative Fee: Administrative Fee (inclusive of one (1)	Rate: - \$20,000 per month
Administrative Fee (inclusive of one (1)	- \$20,000 per month
Administrative Fee (inclusive of one (1) full-time medical director**, an associate	- \$20,000 per month

^{*}Total amount of combined hours worked by medical providers shall not exceed <u>2700</u> per month, unless otherwise approved with advance written notice by County's Project Manager for emergency or unforeseen circumstances, with a maximum not to exceed 3000 total hours per month. Unused hours in any given month will be lost and may not be rolled over to a different month.

Note: Contractual requirements (i.e. Reporting Requirements, Insurance Requirements, etc.) must be met to help ensure timely payment for services rendered.

^{**}In the event that the medical director covers a medical provider's shift, said medical director's hours worked shall not be billed separately.