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DMH**

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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ROBIN KAY, PH.D.
Acting Director

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Medical Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 01, 2016

17 March 1, 2016

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

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION TO INCREASE THE CONTRACTED RATES FOR
TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS
FOR FISCAL YEARS 2015-16 AND 2016-17
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to increase the contracted hourly rates for existing temporary psychiatrist service contractors who place independent contracted psychiatrists in the Jail Mental Health Services Twin Towers and Century Regional Detention Facilities during periods of critical psychiatrist staffing shortages.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Acting Director of Mental Health (Acting Director), or her designee, to prepare, sign, and execute amendments to existing Temporary Psychiatrist Services Agreements (Agreements) with eight temporary psychiatrist service contractors (Contractors). This Amendment, substantially similar to Attachment I, will increase the contracted hourly rates from \$200 to \$250 for contractors who place psychiatrists at Jail Mental Health Services (JMHS) Twin Towers and Century Regional Detention Facilities (CRDF). The increased contracted hourly rates will be funded by 2011 Realignment and/or Assembly Bill (AB) 109 revenue, depending on the eligibility of the specific mental health client. These Amendments will be effective upon your Board's approval through June 30, 2017.
2. Delegate authority to the Acting Director, or her designee, to prepare, sign, and execute future agreements with other qualified contractors and future amendments to existing agreements provided

that: 1) any future agreements and amendments are necessary to meet the program needs; 2) your Board has appropriated sufficient funds for all changes through the annual budgeting process; 3) approval of County Counsel, or designee, as to form, is obtained prior to any agreement or amendment; and 4) the Acting Director notifies your Board and Chief Executive Officer (CEO) of agreement changes in writing within 30 days after execution of each agreement or amendment.

3. Delegate authority to the Director of Health Services, or his designee, to execute amendments to the Department of Health Services' (DHS) Physician Registry Services (PRS) and Specialty Medical Services (SMS) form agreements to increase the current maximum hourly rate of \$238 to \$250 solely for psychiatry providers who provide services at County correctional facilities in order to match the recommended increase for the Department of Mental Health (DMH) agreements as set forth in recommendation 1, with such amendments subject to review and approval as to form by County Counsel prior to execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to authorize DMH to increase contractor's hourly rates to a more competitive amount for temporary psychiatric services in the JMHS Twin Towers and CRDF.

Since July 1, 2000, DMH has utilized the services of contractors to provide psychiatrists, on a temporary and intermittent basis, to perform evaluations, medication support, and other psychiatric treatment services to seriously mentally ill adults, seriously emotionally disturbed children, adolescents, and their families. Under the existing Agreements, contractors offer a pool of qualified independently contracted psychiatrists (independent contractors) to provide DMH with temporary psychiatrists at clinic sites or via telecommunications to meet emergent or unanticipated needs when there are serious gaps in psychiatric services due to staffing shortages.

DMH's current JMHS psychiatrist vacancy rate is approximately 29 percent; this includes the additional fifteen new positions as recommended by the Department of Justice. DMH has an ongoing psychiatrist recruitment program, which for JMHS includes a 5.5 percent site bonus for permanent candidates. However, due to the number of vacancies at the JMHS, DMH anticipates a delay in being able to staff the JMHS quickly to meet the current service needs.

DMH's current temporary psychiatrist services contracted hourly rates range from \$200 to \$225, depending on the work site and area of practice. However, these rates have not yielded the number of independent contractors needed to meet the JMHS needs. With increased contracted hourly rates for psychiatrists placed in JMHS Twin Towers and CRDF, DMH expects to have more success attracting qualified independent contractors where there are vacancies in order to reduce service gaps until permanent psychiatrists are recruited and hired.

DHS has also experienced difficulty in identifying part-time, intermittent contract providers to provide services in County correctional facilities while recruitment continues for permanent County employees. In December 2015, DHS received Board approval of a rate differential for contract personnel who will provide services in these facilities pursuant to the SMS and PRS agreements in order to be competitive with industry rates. The rate differential for temporary psychiatrist services equates to \$238 an hour, which is not on parity with the recommended rate increase for psychiatrist services under the DMH agreements. Therefore, the third recommendation in this letter is necessary for a consistent maximum rate for temporary psychiatrist services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County Strategic Plan Goal 1, "Operational Effectiveness/Fiscal Sustainability" and Goal 3, "Integrated Services Delivery."

FISCAL IMPACT/FINANCING

The contracted hourly rate increase for the contractors who place independent contractors in the JMHS Twin Towers and CRDF will increase from \$200 to \$250, for an estimated cost increase of \$1,357,200, fully funded by 2011 Realignment, and/or AB 109 revenue in FY 2015-16. Sufficient appropriation and funding is included in DMH's FY 2015-16 Final Adopted Budget for this rate increase.

Funding for future years will be requested through DMH's annual budget request process. There is no net County cost impact associated with the recommended actions.

Funding to cover the DHS rate differentials is included in DHS' FY 2015-16 Final Budget and will be requested as a continuing appropriation in future fiscal years as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH is actively working to fill the additional fifteen new positions as recommended by the Department of Justice. However, it has been a challenge to find independent contractors to work during critical coverage periods on weekdays. With the increased contracted hourly rates, DMH expects to have success placing qualified independent contractors, on an as-needed basis, to fill the critical service gaps. DMH will continue to aggressively advertise and recruit for the permanent vacant positions in JMHS.

In addition to the services provided in the existing Agreements, this amendment will further require the independent contractors to: (1) work assignments that shall be no less than 30 days; and (2) they may be required to travel between sites. Moreover, this amendment will require the contractors to submit to the County a JMHS work site productivity report on a monthly basis.

The attached Amendment format (Attachment I) has been approved as to form by County Counsel. DMH will monitor the Agreements to ensure compliance with terms and conditions as well as departmental policies. Attachment II provides information regarding contractor names, headquarters' locations, Supervisorial Districts, and Agreement term.

CONTRACTING PROCESS

DMH is seeking your Board's approval to amend eight of its Temporary Psychiatrist Services Agreements as listed on Attachment II to reflect the increase in the contracted hourly rates from \$200 to \$250 for psychiatrists placed at JMHS Twin Towers and CRDF.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without Board approval of this amendment, Los Angeles County will continue to experience a severe

The Honorable Board of Supervisors

3/1/2016

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hardship in recruiting temporary psychiatrists expediently when there are psychiatrist vacancies. This would negatively impact access to essential psychiatric care at JMHS' facilities. When the recruitment and hiring process is lengthy, the utilization of independent contractors enables DMH to handle critical staffing shortages, meet emergent or unanticipated treatment needs, and continually provide access to high quality mental health care.

Respectfully submitted,

Handwritten signature of Robin Kay, Ph.D.

ROBIN KAY, Ph.D.

Acting Director of Mental Health

RK:DM:AB:SK:bm

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
Director of Health Services
Chairperson, Mental Health Commission

CONTRACT NO. MH _____

AMENDMENT NO. ____

THIS AMENDMENT is made and entered into this _____ day of _____, 2015, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. MH _____, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years (FY) 2015-16 and 2016-17, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to revise Exhibit A "Description of Services" and Exhibit B "Billing, Payment, and Schedule of Rates" to increase the contracted hourly rates.

WHEREAS, County and Contractor intend to amend Agreement to increase the contractors hourly rate for independent contractors and revise Exhibit B "Billing, Payment, and Schedule of Rates". The contracted hourly rates will be increased for psychiatrists placed at the County Jails. This increase is expected to assist the County to recruit and place qualified independent contractors, on an as needed basis, to provide psychiatric care for the community when the Department of Mental Health experiences extreme difficulty with recruitment and retention of permanent psychiatrists.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Exhibit A – Description of Services shall be deleted in its entirety and replaced with Exhibit A -X - Description of Services, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit A - shall be deemed amended to state: “Exhibit A-X Description of Services”.
2. Exhibit B – Billing, Payment, and Schedule of Rates shall be deleted in its entirety and replaced with Exhibit B-X - Billing, Payment, and Schedule of Rates, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit B shall be deemed amended to state “Exhibit X Billing, Payment, and Schedule of Rates”.
3. The hourly rates for all psychiatrist at County Jails are increased from \$_____ to \$_____.
4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

By _____
Robin Kay, Ph.D.
Acting Director of Mental Health

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Interim Chief, Contracts Development
and Administration Division

LB:LT Amd Increase rates 1.20.16.

EXHIBIT A-X

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Upon request, the independent contractors shall provide Los Angeles County Department of Mental Health (DMH) sites with services described herein, up to 7 days per week, including evenings and weekends, except as provided in section C(2) below. All such services shall be provided in accordance with specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-X.

Independent contractors who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by DMH site's administration.

A. Psychiatrist Services: Services to be provided hereunder shall include, but shall not be limited to:

- 1) Provide psychiatric assessment and treatment;2)
Prescribe and manage medication, order laboratory tests, and evaluate test results via utilization of the electronic health record;
- 3) Consult with clinical staff and other service providers regarding patient care;
- 4) Participate in multi-disciplinary treatment planning;
- 5) Document services provided as required by DMH, including use of an electronic health record;
- 6) Refer patients to primary care and community services providers, as needed; and

- 7) Authorize involuntary detention and transfer to hospitals as required;
- B. Persons to be Served: Services shall be provided to diverse client populations of all ages served by DMH directly operated sites.
- C. Assignments:
- 1) Independent contractors may receive short or long term assignments (i.e., a few days to several months), and they may be required to travel between sites.
 - 2) Independent contractors assigned to Jail Mental Health Services (JMHS) shall be required to work for no less than 30 days and they may be required to travel between sites.

2. CONTRACTOR'S RESPONSIBILITIES:

- A. Business License: Contractor shall provide evidence that it has, for a minimum of 3 years, been in business as a provider of personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the DMH Contracts Development and Administration Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers.
- B. Contract Manager: Contractor shall identify a Contract Manager who shall be responsible for overall operation of the Contract.
- C. Prohibition Against Recruitment of County-Employed Psychiatrist: Contractor, and/or Contractor's employees, officers or agents, shall not hire,

recruit, attempt to recruit, or cause to be recruited, any County-employed psychiatrist, as psychiatrist for Contractor.

Any such attempted hiring or recruitment of any County-employed psychiatrist by Contractor, its employees, officers or agents shall constitute a material breach of this Agreement upon which the County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

D. Prohibition Against the Utilization of County-Employed Psychiatrist:

Contractor shall not utilize any current County-employed psychiatrist (whether full-time or part-time) for the provision of services pursuant to this Agreement.

E. Recruitment and Verification of Professional Qualifications:

1) Contractors shall verify that all independent contractors meet the professional qualifications described in Paragraph 4 of this Exhibit prior to referring candidates to the DMH Office of the Medical Director ("OMD").

2) Contractor shall retain and make available to County, upon request, documentation of all such professional qualifications, as described in Paragraph 4 of this Exhibit A, for purposes of inspection and audit.

3) If at any time it is discovered that an independent contractor lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such a person, County shall not pay for the time worked by

that individual and shall also dismiss the individual immediately.

4) Upon request by OMD, Contractor shall present qualified independent contractor candidates to meet the needs of DMH sites.

5) County, in its sole discretion, may refuse utilization of an independent contractor.

6) DMH will not accept the services of Contractor's independent contractors with non-immigrant H-1A visa status during the term of this Agreement.

7) Contractor shall, at no cost to the County, make all travel arrangements to and from the County of Los Angeles, California, and shall be responsible for providing, or arranging for, housing for out-of-state independent contractors, as needed.

F. County Mandated Staff Training: Independent contractors providing services hereunder shall complete County mandated trainings, such as Sexual Harassment Prevention training. County mandated trainings shall be at County's expense. Documentation that independent contractors have attended mandated training shall be retained by the County mental health site for purposes of inspection and audit.

G. Infection Control: If any of the independent contractors are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall

report such occurrences to the County mental health site 24 hours of becoming aware of the diagnosis.

For the purposes of this Agreement, the infectious diseases reportable hereunder are listed in the Public Health List of Reportable Diseases.

H. Reporting: Contractor shall submit a monthly productivity report to the County for the JMHS worksites.

3. TERM OF PERSONNEL ASSIGNMENT: The assignment of any Contractor's independent contractors to a DMH site hereunder shall not extend beyond the expiration date of this Agreement.

4. INDEPENDENT CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses, Registrations and Certificates: All independent contractors providing services hereunder shall have the following professional qualifications, which must be valid and in force:

- 1) Certificate of completion of a psychiatric residency training program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or equivalent accrediting body.
- 2) Board eligibility or certification by the American Board of Psychiatry and Neurology, Inc. (ABPN) in General Psychiatry or equivalent. .
- 3) Board eligibility or certification in child and adolescent psychiatry, if independent contractor provides services to children and adolescents.
- 4) Certificate of current Controlled Substance Registration issued by the Drug Enforcement Administration (DEA).
- 5) Physician and Surgeon license issued by the Medical Board of

California.

6) Eligibility to participate in federally funded health care programs, as verified with the Office of the Inspector General ("OIG") and the Medi-Cal suspended and ineligible list.

B. DMH will conduct criminal background investigations (including fingerprints) of the independent contractor providing services under this Agreement. In addition, Los Angeles County Sheriff's Department will conduct extensive background investigations on persons assigned to jail facilities. Further, independent contractor shall not be considered an employee of Contractor and also for purposes of the provisions of Paragraph 65 (BACKGROUND AND SECURITY INVESTIGATIONS) of Agreement.

C. Failure to comply with the requirements of Paragraph 4, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach." If such breach is not cured within 10 business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

5. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF

CONTRACTOR'S INDEPENDENT CONTRACTORS: It is not the County's intent to utilize this Agreement to solicit or recruit Contractor's independently contracted psychiatrist to County employment. Contractor understands, however, that notices regarding available positions are posted and that DMH sites cannot restrict access to such information by independent contractors.

In the event an independent contractor expresses interest in County employment and DMH site desires to recruit such independent contractor, DMH site shall give notice of such fact to Contractor.

6. GENERAL CONDITIONS:

A. Contractor shall establish appropriate policies and procedures for an independent contractor who experiences an industrial accident while working at a DMH site.

1) Contractor or independent contractor shall report industrial accidents that occur in at a DMH site to the DMH site's administrator or his/her authorized designee.

2) Contractor shall give each of its independent contractor providing services hereunder written instructions on the above policies and procedures.

3) A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

B. While at a DMH site, independent contractor shall report to DMH site's Administrator or his/her authorized designee.

- C. County may immediately cancel the Contractor's work site agreement and immediately terminate any independent contractor from providing services at a DMH site for the following reasons:
- 1) The independent contractor fails to comply with the terms of this Agreement, including, but not limited to required professional qualifications and eligibility to participate in federally funded health care programs, and
 - 2) The conduct of any independent contractor adversely affects the delivery of mental health services or poses imminent danger to the life or health of County patients/employees.
- D. County shall provide each independent contractor with a photo identification badge with the independent contractor's name easily visible. Such badge shall be worn at all times by independent contractors while working at DMH sites.

EXHIBIT B-X

BILLING, PAYMENT, AND SCHEDULE OF RATES

I. BILLING AND PAYMENT:

- A. Upon reporting to and leaving work, independent contractors shall sign in and out on Contractor-provided time sheets during the term of this Agreement. County may request Contractor to use County-provided time sheets during the term of this Agreement, in which case a copy of the time sheet shall be sent to the Contractor as the need arises.
- B. If Contractor removes independent contractor from County mental health site premises upon receipt of oral or written notice from County mental health site that the actions of the independent contractor may adversely affect the delivery of mental health services, Contractor shall bill County for only actual hours, or portion thereof, worked by independent contractor prior to his/her removal.
- C. Contractor shall bill County monthly in arrears **no later than 30 days from the end of each month** after services were performed at the clinic/program, in accordance with terms, conditions, and rates set forth. All invoices shall clearly reflect and provide reasonable details of the services for which invoice is made, including, but not limited to, type of services provided, name of independent contractor who provided services per work site, dates and hours worked per month, and any other charges, as set forth in this Agreement. Each work site at which services were provided by the independent contractor shall require a separate time sheet.
- D. Contractor shall submit in arrears one original invoice per month with all attached signed time sheets for each independent contractor to the attention of the Accounting Division, Department of Mental Health, **no later than 30 days from the end of each month** after services were performed by the independent contractor. Weekly, partial, or bi-monthly invoices submitted will be considered incomplete invoices and will not be considered for payment until the invoices are complete and correct with all the requisite time sheets. Monthly invoices shall only include dates of services provided per month per work site and shall *not include overlapping months*.
- E. Upon receipt of complete invoices, as determined by County, County shall pay Contractor within 30 calendar days. It is the responsibility of Contractor to ensure that invoices are submitted correctly by reviewing time sheets of each independent contractor and each invoice prior to submission to County. County shall notify Contractor of incorrect and/or discrepant invoices, as determined by

County, and reconcile invoices before forwarding reconciled invoices to the Accounting Division for payment.

- F. In no event shall County have any obligation to pay Contractor for any late invoices submitted more than 30 days after the end of the month in which services were rendered by the independent contractor.

II. GENERAL CONDITIONS:

- A. County mental health site may change or cancel a work site agreement without incurring any financial liability upon providing Contractor with at least 14 days prior notice.

III. HOURLY RATES:

- A. All-inclusive hourly rates for independently contracted psychiatrist services under this Agreement shall be:

<u>Description /Work Sites</u>	<u>Hourly Rate</u>
All sites/programs, including Tele-psychiatric Services, except those listed below	\$200.00
Antelope Valley Mental Health Services and Palmdale Mental Health Clinic	\$225.00
Jail Mental Health Services	\$250.00
Child and adolescent programs/majority of treatment services provided to children and adolescents	\$225.00

- B. Overtime and Holiday Rates will not be paid.

- C. **The rates set forth in this Exhibit B-X shall be the sole consideration paid by County to Contractor hereunder. Payment to Contractor shall be only for the actual number of hours worked by independent contractors**

**Los Angeles County Department of Mental Health
Office of the Medical Director
Contracted Locum Tenens (LT) Providers**

Locum Tenens Provider	Contact Person	Contact Information	
Global Medical Staffing	Jennifer Lenz	(866) 858-6269 X 159	jenniferl@gmedical.com
Jackson & Coker	Joe Schofield	(866) 999-8396	jschofield@jacksoncoker.com
LocumTenens.Com	Eric Thomason	(800) 562-8663 X1292 x5684	ethomason@locumtenens.com
Staff Care, Inc.	Antonia Bloem	(800) 685-2272 x7460	Antonia.Bloem@amnhealthcare.com
Whitaker Medical	Kelly Wofford	888-320-8799 X3523 Fax: 866-867-6643	Kelly.wofford@whitakermedical.com
Registry of Physician Specialists	Nathan Crowder	(800) 882-0686 925-974-1736	Nathan@mdregistry.org
Maxim Physicians	Mike Vogel	888-800-1853	mivogel@maxhealth.com
JPE Healthcare Staffing	Leif Jonassen Gregg	800-980-6511	Leif@jpehealth.com Gregg@jpehealth.com