

**AS-NEEDED PSYCHIATRY SERVICES
STATEMENT OF WORK
Exhibit A**

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Attachment 1 - Contract Discrepancy Report

Attachment A-1 - As-Need Psychiatry Referral

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Los Angeles County (County or LAC) Department of Mental Health (Department or DMH) seeks to address staffing gaps in LACDMH directly operated and contracted sites by contracting for as-needed psychiatry services.

- 1.0 Upon request by LACDMH (see Attachment A-1, As-Needed Psychiatry Referral), Contractor will place psychiatrists in LACDMH sites to provide psychiatry services described herein on an as-needed basis, up to seven days per week, including evenings, holidays, and weekends.

2.0 SPECIFIC WORK REQUIREMENTS

Psychiatrists are responsible for any and all duties within their specialty, as authorized by the LACDMH site's administration. All psychiatry services will be provided in accordance with the scope of the physician's licensure and specific terms and conditions contained in this SOW.

2.1 General Psychiatrist Services: Services to be provided hereunder will include, but will not be limited to:

- 1) Psychiatric assessment and treatment;
 - a) Psychiatric assessments will be scheduled at 90-minute intervals and follow-up appointments will be scheduled at 30-minute intervals. Same-day walk-in clinic appointments will be accommodated, as needed.
- 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 and referral for follow-up;
- 4) Participate in multi-disciplinary treatment planning;
- 5) Document services provided as required by LACDMH, including use of an electronic health record;
 - a) Psychiatrist will document findings in LACDMH's electronic health record Integrated Behavioral Healthcare Integrated System (IBHIS) concurrently and claim accordingly.
- 6) Refer clients to primary care and community service providers, as needed;
- 7) Authorize involuntary detention and transfer to hospitals as required;
- 8) Perform urgent and emergent assessment, including risk assessment, de-escalation, and crisis intervention; and
- 9) Authorize and/or deny services as appropriate in the performance of

utilization review.

2.2 Additional Specialized Psychiatrist Services: If applicable, a psychiatrist who is trained and has the requisite experience to treat clients with the following disorders: eating disorders, neurocognitive disorders / pervasive developmental disorders, or obsessive compulsive disorders or to deliver specialized treatment modalities (i.e. trauma-informed therapy, dialectical behavioral therapy, or emergency psychiatry services), then such additional specialized psychiatric services will be made available to LACDMH.

2.3 Crisis-related Telehealth Services, as applicable:

- 1) Urgent psychiatric consults for mobile crisis outreach teams, including whether a client meets criteria for medical necessity and for an involuntary hold and/or would benefit from psychotropic medication in the field to be administered by person(s) or team(s) responding to the crisis in the field; and
 - a. Urgent Psychiatric consult response times will be within 15 minutes of request for consultation by Mobile Crisis Outreach team.
- 2) Psychiatrist will confer with crisis mobile response team to develop a plan of care for client.

2.4 Persons to be Served: Psychiatry services will be provided to diverse client populations of all ages served by LACDMH directly operated and contracted sites. This may include a consultation with mobile crisis outreach teams.

2.5 Assignments:

- 1) Psychiatrists may receive short- or long-term assignments (i.e., a few days to several months), and they may be required to travel between sites at their own expense.
- 2) Psychiatrists assigned to Antelope Valley Mental Health Services and Palmdale Mental Health Clinics will be required to work for no less than 30 days and may be required to travel between sites at their own expense.
- 3) In outpatient clinic sites, new patient intakes will be scheduled for 90 minutes for English speaking clients and 105 minutes for non-English speaking clients. Follow-up appointments will be scheduled for 30 minutes for English speaking clients and 45 minutes for non-English speaking clients. Psychiatry schedules will not otherwise have budgeted time for paperwork or administrative tasks.
- 4) Urgent psychiatric consults for mobile crisis outreach teams, including whether a client meets criteria for medical necessity for an involuntary hold and/or would benefit from psychotropic medication in the field to be administered by person(s) or team(s) responding to the crisis in the field;
- 5) Urgent psychiatric consult response times will be within 15 minutes of request for consultation by a mobile crisis outreach team; and

- 6) Psychiatrist will confer with mobile crisis outreach teams to develop a plan of care for client.

2.6 General Conditions:

2.6.1 Contractor will establish appropriate policies and procedures for psychiatrists who experience an industrial accident while working at a LACDMH site.

- 1) Contractor or psychiatrist will report industrial accidents that occur at a LACDMH site to the LACDMH site's administrator or his/her authorized designee.
- 2) Contractor will give each of its psychiatrists providing services hereunder written instructions on the above policies and procedures.
- 3) A copy of the above policies and procedures will be retained by Contractor and made available to LACDMH upon request for purposes of inspection and audit.

2.6.2 While at a DMH site, psychiatrist(s) will consult with DMH site's Administrator or his/her authorized designee, as needed.

2.6.3 LACDMH may immediately cancel the Contractor's work site agreement and immediately terminate any psychiatrist from providing services at a LACDMH site for the following reasons:

- 1) The psychiatrist fails to comply with the terms of the Contract, including, but not limited to required professional qualifications and eligibility to participate in federally funded health care programs, and
- 2) The conduct of any psychiatrist adversely affects the quality of the services mental health services or poses imminent danger to the life or health of LACDMH clients/employees. This may include but is not limited to repeatedly arriving late, leaving early, refusing to see clients on an as-needed basis when the schedule is open, and repeated or excessive complaints from clients/staff.

3.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan (Plan) to ensure LACDMH receives a consistently high level of service throughout the term of the Contract. The Plan must be submitted to LACDMH staff for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contractor's staffing requirements are being met and to ensure that Contractor's billing and invoice submission requirements are being met, including submission of invoice corrections.
- 3.2** LACDMH will identify and communicate to Contractor any issues as relating to the performance of any psychiatrist. A record of all inspections conducted by the

Contractor and/or any corrective action taken by Contractor against a psychiatrist, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

- 3.3** Contractor shall provide guidelines and recommendations to assigned psychiatrist regarding compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) confidentiality measures such as making sure no one can overhear their session, making sure they are in a secure and private location, etc.

3.4 Data Collection

Contractor will submit the following data on a monthly basis to the LACDMH Program Manager of the site where Contractor's psychiatrist is assigned:

- a) Number of cases referred / scheduled;
- b) Number of cases seen;
- c) Average number intakes seen per day, as applicable;
- d) Average number medication checks seen per day, as applicable;
- e) Mobile Crisis Outreach Team consultations and any follow-ups, as applicable;
- f) Average number of concurrent review charts completed per day, as applicable; and
- g) Average number of retrospective review charts completed per day, as applicable.

4.0 QUALITY ASSURANCE PLAN

LACDMH will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Monthly Meetings

Contractor is required to attend meeting(s) as requested by LACDMH.

4.2 Contract Discrepancy Report

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by LACDMH and the Contractor.

4.2.2 LACDMH'S Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH's Project Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 A plan for correction of all deficiencies identified in the CDR must be submitted to LACDMH's Project Monitor within 10 business days.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

LACDMH's and the Contractor's responsibilities are as follows:

LACDMH

5.1 Personnel

LACDMH will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

5.2 Intentionally Omitted

CONTRACTOR

5.3 Contractor's Project Manager

5.3.1 Contractor must provide a full-time Contractor's Project Manager or designated alternate. LACDMH must have access to the Project Manager during hours of operation as defined by LACDMH or as identified in Subsection 5.8 (Contractor's Administrative Office). Contractor must provide a telephone number and e-Mail address where the Project Manager may be reached during normal business hours.

5.3.2 Contractor's Project Manager must act as a central point of contact with the County.

5.3.3 Contractor's Project Manager must have three years of experience as a staffing manager or running staffing operations.

5.3.4 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

5.4 Personnel

- 5.4.1** Contractor will assign a sufficient number of psychiatrists to perform the required clinical services and administrative staff to manage administrative tasks related to the Contract. At least one Contractor employee must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2** Contractor will be required to background check both employee and contracted psychiatrists as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract. Contracted psychiatrists will not be considered an employee of the County.
- 5.4.3** LACDMH will conduct criminal background investigations (including fingerprints) of all psychiatrists providing services under the Contract.

5.5 Uniforms/Identification Badges

- 5.5.1** Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.
- 5.5.2** LACDMH will provide each psychiatrist with a photo identification badge with the psychiatrist's name easily visible. Such badge will be worn at all times by psychiatrists while working at LACDMH sites and contracted sites.

5.6 Materials and Equipment

- 5.6.1** While providing services under the Contract, at a LACDMH site and/or via telehealth, LACDMH will provide a computer/laptop to the psychiatrist. Any laptop or other equipment issued to perform services under the Contract remains the property of the County.
- 5.6.2** Damage to County Property: Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County property caused by the Contractor or Contractor's employees or agents or assigned psychiatrists. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 5.6.3** If Contractor fails to make timely repairs, LACDMH may make any necessary repairs. All costs incurred by LACDMH, as determined by LACDMH, for such repairs must be repaid by Contractor by cash payment upon demand or may be withheld from invoice payments at LACDMH's discretion.

5.7 Training and Verification of Professional Qualifications

- 5.7.1** Contractor must provide training programs and continuing in-service training for all employees and contracted psychiatrists providing services under the Contract.

- 5.7.2** Contractor will ensure that all their employed/contracted psychiatrists providing services under the Contract are credentialed on an annual basis.
- 5.7.3** Contractor will verify that all psychiatrists meet the professional qualifications described in sub-section 5.7 prior to referring psychiatrists to the LACDMH Office of the Chief Medical Officer ("CMO").
- 1) Contractor will retain and make available to LACDMH, upon request, documentation of all such professional qualifications, as described in sub-section 5.7, for purposes of inspection and audit.
 - 2) If at any time it is discovered that a psychiatrist lacks the appropriate licenses and/or certifications, and LACDMH inadvertently utilizes the services of such a person, LACDMH will not pay for the time worked by that individual and they will no longer be allowed to provide services under the Contract.
 - 3) Upon request by CMO, Contractor will present qualified psychiatrists to meet the needs of LACDMH sites.
 - 4) LACDMH, in its sole discretion, may refuse utilization of a psychiatrist.
 - 5) LACDMH will not accept the services of Contractor's psychiatrists with non-immigrant H-1A visa status during the term of the Contract.
 - 6) Contractor will, at no cost to the County, make all travel arrangements to and from the County of Los Angeles, California, and will be responsible for providing, or arranging for, housing for out-of-state psychiatrists, as needed.
- 5.7.4** County Necessary and/or Mandated Staff Training:
- 5.7.4.1 Psychiatrists providing services hereunder will complete all County mandated trainings. Documentation that psychiatrists have attended mandated training will be retained by the LACDMH mental health site for purposes of inspection and audit.
- 5.7.4.2 LACDMH will provide LPS designation certification training, as appropriate.
- 5.7.5** Licenses, Registrations and Certificates: All psychiatrists providing services hereunder must have the following professional qualifications, which must be valid and in force for the entire term of the Contract:
- 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 providing 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.

5.7.6 Failure to comply with the requirements of this sub-section 5.7, as determined by LACDMH, will constitute a material breach of the Contract upon which LACDMH will 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 are not undertaken by Contractor to cure such default within a reasonable time, then LACDMH may, at its sole discretion, immediately terminate the Contract pursuant to provisions of Paragraph 8.43 (Termination for Default) of the Contract. LACDMH's failure to exercise this right of termination will not constitute waiver of such right, and the same may be exercised at any subsequent time.

5.7.7 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

5.8 Contractor's Administrative Office

5.8.1 Contractor will maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office will be staffed during the hours of 8 a.m. to 5 p.m., Pacific Standard Time (PST), Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls and take messages. **Contractor will answer calls received by the answering service within 24 hours of receipt of the message.**

6.0 HOURS/DAY OF WORK

Psychiatrist services will be provided on an as-needed basis, 24 hours per day, seven days per week (including all holidays). This may include services provided to hospitals, residential treatment settings, and mobile crisis outreach teams.

7.0 INTENTIONALLY OMITTED

8.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 9.1** All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: <u>Click or tap here to enter text.</u>		Contractor Response Received: <u>Click or tap here to enter text.</u>			
Contractor: <u>Click or tap here to enter text.</u>	Contract No. <u>Click or tap here to enter text.</u>	County's Project Manager: <u>Click or tap here to enter text.</u>			
Contact Person: <u>Click or tap here to enter text.</u>	Telephone: <u>Click or tap here to enter text.</u>	County's Project Manager Signature:			
Email: <u>Click or tap here to enter text.</u>		Email: <u>Click or tap here to enter text.</u>			
<p>A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.</p>					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

***Use additional sheets if necessary**

Contractor's Representative Signature

Click or tap here to enter text.

Date Signed

Additional Comments: <u>Click or tap here to enter text.</u>