

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE November 17, 2015

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreement with Diane W. Kecskes, M.D., to Provide Psychiatric Services from November 19, 2015 through June 30, 2016.

STAFF RECOMMENDATIONS:

1. Approve the agreement between Behavioral Health and Recovery Services and Diane W. Kecskes, M.D., to provide psychiatric services from November 19, 2015 through June 30, 2016.
2. Authorize the Chief Executive Officer, or his designee, to sign the agreement with Diane W. Kecskes, M.D.
3. Authorize the Chief Executive Officer, or his designee, to negotiate and sign amendments to the agreement to add services and payment for services up to \$50,000, budget permitting, through the end of Fiscal Year 2015-2016.

FISCAL IMPACT:

The Fiscal Year 2015-2016 Adopted Final Budget for Behavioral Health and Recovery Services (BHRS) includes funding of \$150,000 for the proposed agreement with Dr. Kecskes. The primary sources of funding for this agreement are Medi-Cal Federal Financial Participation funds, Mental Health Services Act funds, and Realignment funds. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2015-566

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Behavioral Health and Recovery Services continues to experience a need for qualified and experienced physicians to provide psychiatric services to County clients. Dr. Kecskes is specially trained and experienced in performing such services. She is also experienced in providing primary care services. This additional area of expertise will be very helpful in the operation of the Department's new Full Service Partnership (FSP) for the treatment of adults with co-occurring mental health and substance use disorders. This FSP, approved by the Board of Supervisors on June 2, 2015 as part of the Mental Health Services Act Annual Update, also involves integration with physical health. As noted above, attracting psychiatrists to Stanislaus County is a serious challenge. Thus, the Department is very pleased that Dr. Kecskes has agreed to enter into a Personal Services Contract with the Department for a period of eight months, from November 16, 2015 through June 30, 2016.

Behavioral Health and Recovery Services experiences occasional unanticipated increases in the utilization of services throughout the year. On many occasions, the need for these additional services is time sensitive; hence, the Department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$50,000 to the agreement included in this agenda item, budget permitting, without further action by the Board of Supervisors, through the end of Fiscal Year 2015-2016.

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community and Efficient Delivery of Public Services by contracting to deliver the needed services at an appropriate level of care in a cost effective manner.

STAFFING IMPACT:

This position is being filled through the use of a Personal Services Contract, therefore there is no staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Uday Mukherjee, M.D., Medical Director.

Telephone 525-6225

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT is made and entered into by and between the COUNTY OF STANISLAUS ("County") and Diane Kecskes, M.D. ("Contractor") effective the date of the last signature, for and in consideration of the premises, and the mutual promises, covenants terms, and conditions hereinafter contained.

RECITALS

WHEREAS, the County has the need for services involving clinical mental health services; and

WHEREAS, the Contractor is specially trained, experienced, and competent to perform such services and has agreed to provide those services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

2.3 County shall withhold federal, state, and Medicare taxes appropriate for personal service contract employees. Pursuant to the Omnibus Budget Reconciliation Act of 1990, which mandates an alternate plan to Social Security for public employees, the Contractor shall be enrolled in the Public Agency Retirement System Alternate Retirement System ("PARS"). The County shall contribute to PARS for the Contractor an amount equal to 2.0 percent of the gross compensation earned by the Contractor under this Agreement. The County also shall withhold 5.5 percent of the gross compensation earned by the Contractor under this Agreement and contribute such withholdings to PARS for the Contractor. Except as stated above, the County has no responsibility or liability for payment of Contractor's taxes or assessments. The Contractor is solely responsible for the payment of all other taxes and other assessments.

3. CONDITION PRECEDENT

This Agreement is conditioned upon the prior successful completion by the Contractor of a pre-placement drug screening test in accordance with the County's Pre-Placement Drug Testing Policy (the "Test") which, by this reference, is made a part hereof. This Agreement shall not become effective unless and until the Contractor has successfully completed the Test. The initial Test shall be paid for by the County. The Test shall be scheduled by the County and must be taken by the Contractor within 48 hours of the execution of this Agreement.

4. TERM

4.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below, or unless some other method or time of termination is listed in Exhibit A.

4.2 Either party may terminate this Agreement for convenience and without cause upon providing fourteen (14) calendar days prior written notice.

4.3 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

4.4 This agreement shall terminate automatically upon the occurrence of (a) death of the contractor, (b) bankruptcy or insolvency of either party; (c) sale of Contractor's business, or (d) Contractor's refusal to consent to a pre-placement drug screening Test, as set forth in Paragraph 3 herein, or Contractor's failure to successfully complete such Test in accordance with the County's Pre-Placement Drug Testing Policy.

4.5 Upon termination of this Agreement, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed.

5. WORK SCHEDULE

Contractor's obligation is to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work may require a varied schedule with the hours and times for completion of said services to be set by County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor shall comply with all applicable local, state, and Federal laws, rules and regulations.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise stated in Exhibit A, County shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement.

8. INSURANCE

If Contractor utilizes a motor vehicle in performing any of the work or services identified in Exhibit A, Contractor shall procure and maintain in force throughout the duration of this Agreement a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement. A certificate of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by the Contractor. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County.

9. STATUS OF CONTRACTOR

9.1 It is understood by the parties that the Contractor is a contract employee and not an independent contractor. For purposes of performing those services listed in Exhibit A, the County shall have direct supervision over the Contractor and shall direct Contractor as to when and where Contractor's services shall be performed and shall treat Contractor as an employee except as to those items contained in Paragraph 2.2.

9.2 Contractor agrees to be bound and abide by all County policies, rules, and regulations.

10. RECORDS AND AUDITS

10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics),

marital status, age, political affiliation or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. CONFIDENTIALITY

Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor agree to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and not to disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

13. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor, the Contractor's firm, associates, and employees of said Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. CONFLICTS

Contractor agrees that he/she has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Behavioral Health and Recovery Services
Attention: Human Resource Manager
800 Scenic Drive
Modesto, CA 95350-6195

To Contractor: Diane Kecskes, M.D
732 N.Russell Avenue
Clovis, CA 93611

18. AMENDMENT

This Agreement may only be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

20. SURVIVAL


Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 2, "Consideration"; Paragraph 10, "Records and Audits"; Paragraph 12, "Confidentiality"; and Paragraph 13, "Assignment".

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date(s) shown below.

COUNTY OF STANISLAUS
CHIEF EXECUTIVE OFFICE

KECSKES,

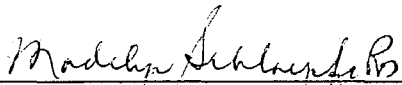
By  11/18/15
Cynthia Thomlison Date
Deputy Executive Officer

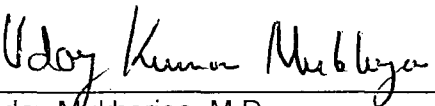
By  10/21/2015
Diane Kecskes, M.D. Date

"County"

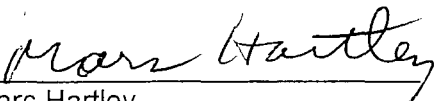
"Contractor"

APPROVED AS TO CONTENT:
BEHAVIORAL HEALTH AND RECOVERY SERVICES

By  10-26-2015
Madelyn Schlaepfer, Ph.D. Date
Behavioral Health Director

By  10/26/15
Uday Mukherjee, M.D. Date
Medical Director

APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING

By 
Marc Hartley
Deputy County Counsel

BOS Item# 2015-566 Date: 11/17/15

EXHIBIT A

A. SCOPE OF WORK

1. Contractor shall provide clinical consultation and clinical mental health services to County. Services will be subject to the following performance criteria:
 - a. Workload including contacts and documentation, shall be managed efficiently and performed in a timely manner;
 - b. Consultation and collaboration with program staff shall be provided from the perspective of an interdisciplinary team approach;
 - c. Participation on Quality Assurance Committees as assigned, if available;
 - d. Practice shall be within BHRS Quality Assurance policies and procedures including policies on medication monitoring, utilization review, and treatment plan updates;
 - e. BHRS charting requirements shall be followed according to established time frames;
 - f. Appointments with patients shall be kept in a timely manner;
 - g. A review of treatment plans and medical input shall be provided for all patients in programs to which assigned.
 - h. Contacts with patients, their families and staff shall be cooperative, collaborative, and professional;
 - i. Accessibility shall be provided to patients and/or staff from a program to which assigned while working in another program;
 - j. Assignment to any County Mental Health Program may be made, at the discretion of the BHRS Medical Director, or his designee, on a temporary or permanent basis, without advance notice;
 - k. Licensure requirements for the California State Board of Medical Quality Assurance shall be met annually.
2. CONTRACTOR shall remain available for phone consultation from COUNTY staff during regular COUNTY business hours at no additional cost to COUNTY.
3. In performance of the above services, Contractor shall adhere to the terms of the BHRS Code of Ethics, a copy of which will be provided to Contractor on November 19, 2015, and Organizational Compliance Plan, a copy of which will be provided to Contractor on November 19, 2015.
4. Contractor agrees to ensure confidentiality and integrity of Protected Health Information (PHI) of clients served by County to comply with all Health Insurance Portability and Accountability (HIPAA) regulations. PHI consists of any identifiable health information that is transmitted by electronic media or maintained in any medium or form which may be made available to Contractor. Contractor shall attend County sponsored HIPAA trainings as required.
5. Contractor shall attend County sponsored cultural competency and Stanislaus County BHRS compliance trainings as required.

C. COMPENSATION

1. County shall reimburse Contractor through the following funding sources: Medi-Cal and Realignment.
2. Contractor shall be compensated for the services provided under this Agreement at the rate

of \$150.00 per hour, not to exceed a total of 1000 hours or \$150,000.00. It is expected that Contractor shall provide approximately twenty eight (28) hours of service per week during the term of this Agreement.

3. Contractor shall present a signed time sheet on a weekly basis to County indicating number of hours worked, amounts claimed for mileage and other costs.
4. In the event an overpayment is made to Contractor, Contractor agrees that such overpayment may be corrected by withholding the overpayment amount from the check covering the next payment period following the discovery. If there are no further payments to be made to Contractor, then Contractor agrees to remit payment in the sum of the overpayment within thirty (30) days of written notification by County to Contractor of such overpayment.
5. County shall reimburse Contractor for approved training and travel costs, meals, and lodging at the same rate paid to County employees. Receipts for all reimbursable expenses shall be provided to County prior to payment. Contractor shall follow all applicable County travel policies and procedures prior to incurring reimbursable expenses.

D. BENEFITS

County shall provide professional malpractice liability protection for Contractor covering the services to be provided by Contractor pursuant to this Agreement. Contractor, however, shall be solely liable for his wrongful acts or negligence in operating his private vehicle and shall maintain his own vehicle insurance coverage. Contractor must provide professional malpractice protection for any and all services or care provided outside the course or scope of this Agreement and in Contractor's private practice. This Agreement shall be terminated in the event County is unable to provide professional liability protection to Contractor through County's professional liability program. (*Licensed staff only*)

E. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

F. TERM

These services shall commence on November 19, 2015, and continue through June 30, 2016.

G. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

Realignment.

2. Contractor shall be compensated for the services provided under this Agreement at the rate of \$150.00 per hour, not to exceed a total of 1000 hours or \$150,000.00. It is expected that Contractor shall provide approximately twenty eight (28) hours of service per week during the term of this Agreement.
3. Contractor shall present a signed time sheet on a weekly basis to County indicating number of hours worked, amounts claimed for mileage and other costs.
4. In the event an overpayment is made to Contractor, Contractor agrees that such overpayment may be corrected by withholding the overpayment amount from the check covering the next payment period following the discovery. If there are no further payments to be made to Contractor, then Contractor agrees to remit payment in the sum of the overpayment within thirty (30) days of written notification by County to Contractor of such overpayment.
5. County shall reimburse Contractor for approved training and travel costs, meals, and lodging at the same rate paid to County employees. Receipts for all reimbursable expenses shall be provided to County prior to payment. Contractor shall follow all applicable County travel policies and procedures prior to incurring reimbursable expenses.

D. BENEFITS

County shall provide professional malpractice liability protection for Contractor covering the services to be provided by Contractor pursuant to this Agreement. Contractor, however, shall be solely liable for his wrongful acts or negligence in operating his private vehicle and shall maintain his own vehicle insurance coverage. Contractor must provide professional malpractice protection for any and all services or care provided outside the course or scope of this Agreement and in Contractor's private practice. This Agreement shall be terminated in the event County is unable to provide professional liability protection to Contractor through County's professional liability program. ***(Licensed staff only)***

E. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

F. TERM

These services shall commence on November 19, 2015, and continue through June 30, 2016.

G. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.