

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

DEPT: Behavioral Health And Recovery Services BOARD AGENDA #: \*B-2

AGENDA DATE: October 25, 2016

**SUBJECT:**

Approval of Agreement with Beatrice St. Claire, M.D., to Provide Psychiatric Mental Health Services For the Period of December 12, 2016 Through June 30, 2017

**BOARD ACTION AS FOLLOWS:**

**No.** 2016-528

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien  
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

MOTION:

ATTEST:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA #:           \*B-2          

Urgent       Routine



AGENDA DATE:           October 25, 2016          

CEO CONCURRENCE: \_\_\_\_\_

4/5 Vote Required:   Yes       No

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**SUBJECT:**

Approval of Agreement with Beatrice St. Claire, M.D., to Provide Psychiatric Mental Health Services For the Period of December 12, 2016 Through June 30, 2017

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**STAFF RECOMMENDATIONS:**

1. Approve the agreement with Beatrice St. Claire, M.D., to provide Psychiatric Mental Health Services for the period of December 12 , 2016 through June 30, 2017.
2. Authorize the Behavioral Health Director, or his designee, to sign the agreement with Beatrice St. Claire, M.D.
3. Authorize the Behavioral Health Director, or his designee, to negotiate and sign amendments to the agreement to add services and payment up to \$50,000, budget permitting, through the end of Fiscal Year 2016-2017.

**DISCUSSION:**

Behavioral Health and Recovery Services (BHRS) continues to experience a need for qualified, experienced and competent physicians to provide clinical mental health services to its clients. The Department is using several agencies, known as locum tenens, to provide temporary physicians to meet coverage needs. Not only are these services very expensive, the coverage they provide is time limited and temporary, impacting continuity of care. Dr. St. Claire is specially trained, experienced and competent to perform such services. Dr. St. Claire is a board certified, well trained psychiatrist who brings years of experience working with Stanislaus County clients. Her knowledge of the County's behavioral health population will be a tremendous advantage to BHRS. Approval of this agreement will be a significant cost savings compared to the locum physician she will be replacing and will provide continuity of care for the clinics. Behavioral Health and Recovery Services is requesting to enter into the agreement with Dr. St. Claire to provide the needed services for a period of seven months, from December 12, 2016 through June 30, 2017.

Additionally, BHRS 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 his 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 2016-2017.

Approval of Agreement with Beatrice St. Claire, M.D., to Provide Psychiatric Mental Health Services For the Period of December 12, 2016 Through June 30, 2017

**POLICY ISSUE:**

Approval of this agreement is in compliance with the Board of Supervisors' Contract Reporting Policy, approved on January 24, 2006 and later revised on March 22, 2011, which states:

"Departments are required to obtain approval by the Board of Supervisors for any contract or agreement where the total cumulative compensation exceeds \$100,000. For purposes of this policy, cumulative refers to the total compensation paid by an individual department in the report year and the two fiscal years immediately prior thereto, where that has been no break in contractual services over 6 months."

**FISCAL IMPACT:**

The total amount of the proposed agreement with Beatrice St. Claire, M.D. for the period December 12, 2016 through June 30, 2017 is \$156,800 for 896 hours at a rate of \$175 per hour. Appropriations and estimated revenue to fund this agreement is included in the BHRS Adopted Final Budget for Fiscal Year 2016-2017. There is no impact to the County General Fund.

**Source(s) of Funding:**

Inter-Agency (Probation) Public Safety (AB 109)	\$	39,200	
Mental Health Services Act	\$	39,200	
Medi-Cal Federal Financial Participation (FFP)	\$	78,400	
<b>Funding Total:</b>			\$ 156,800
<b>Net Cost to County General Fund</b>			<u>\$ -</u>

**Fiscal Year:**

2016/2017
No

**Budget Adjustment/Appropriations needed:**

**Fund Balance as of 7/31/16**

Behavioral Health and Recovery Services	\$	12,485,512
Mental Health Services Act	\$	-

The following table includes the cumulative value of prior contracts with Beatrice St. Claire, M.D. for the provision of psychiatric mental health services for the fiscal periods beginning July 1, 2013 through June 30, 2016, as required in Contract Reporting Policy Number One, originally approved by the Board on March 22, 2011.

Budget Unit	Contractor	Description of Services	Previous Contract Amounts for the Period 7/1/13 thru 6/30/16	Proposed Additional Amount for FY 7/1/16 thru 6/30/17	Cumulative Total Contract
BHRS/MHSA	Beatrice St. Claire, M.D.	Provision of psychiatric mental health services	\$0	\$0	\$156,800

Approval of Agreement with Beatrice St. Claire, M.D., to Provide Psychiatric Mental Health Services For the Period of December 12, 2016 Through June 30, 2017

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**BOARD OF SUPERVISORS' PRIORITY:**

Approval of this request supports the Board of Supervisors priorities of a *Healthy Community* and *Efficient Delivery of Public Services* by providing continuity of care to BHRS consumers through the most cost effective means possible.

**STAFFING IMPACT:**

Existing staff from BHRS are available to assist with this agreement.

**CONTACT PERSON:**

Richard DeGette, Behavioral Health Director

Telephone: (209) 525-6205

**ATTACHMENT(S):**

1. Agreement with Beatrice St. Claire, M.D.

# Attachment 1

## PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT is made and entered into by and between the COUNTY OF STANISLAUS ("County") and Beatrice St. Claire, M.D. ("Contractor") on December 12, 2016 (the "Agreement").

### 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 seven (7) 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, or (b) 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.

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 an auto liability insurance policy that meets or exceeds California State's Financial Responsibility Law.



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, electronic, and every other means of recording, 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

Harassment, discrimination and retaliation of an applicant or employee by an employee or nonemployee on the basis of a protected classification is not acceptable and will not be tolerated. Protected classifications include, but are not limited to: race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sexual orientation, or genetic history. Annually, the Board of Supervisors reaffirms its commitment to non-discrimination by adopting the County's Equal Employment Opportunity NonDiscrimination Statement. Please review the annual Non-Discrimination Statement for updates to protected classifications. The Non-Discrimination statement is located in each department, in the Personnel Manual, and on-line on the County's Equal Rights website. This Policy applies to all terms and conditions of employment, including, but not limited to: hiring, job assignments, promotion, disciplinary action, layoff, re-employment, transfer, leave of absence, compensation and training. Disciplinary action up to, and including, termination will be instituted for employee's behavior which conflicts with expectations as described in the definition of harassment, discrimination, and retaliation set forth in this policy.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the

skills, knowledge, experience, and training of 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.

13. 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.

14. 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.

15. 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.

16. 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  
Behaviorial Health and Recovery Services  
Attention: Human Resource Manager  
800 Scenic Drive  
Modesto, CA 95350-6195

To Contractor: Beatrice St. Claire, M.D.  
7620 Stoneleaf Road  
San Ramon, CA 94582

17. AMENDMENT

This Agreement may 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.

18. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

By Pete Duerras for  
Cynthia Thomlison  
Deputy Executive Officer  
"County"

By BFC Claire MD  
Beatrice St. Claire, M.D.  
"Contractor"

APPROVED AS TO CONTENT:  
Behavioral Health & Recovery Services

By \_\_\_\_\_  
Rick Degette, MA, MFT  
Director

By Uday Ken Mubhy  
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By Mara Hartley BOS Item # \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy County Counsel

Distribution: Department -- Duplicate Original of Agreement  
Contractor -- Duplicate Original of Agreement  
Auditor/Controller -- Copy of Agreement

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IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

By \_\_\_\_\_  
Cynthia Thomlison  
Deputy Executive Officer  
"County"

By BSA Claire MD  
Beatrice St. Claire, M.D.  
"Contractor"

APPROVED AS TO CONTENT:  
Behavioral Health & Recovery Services

By [Signature]  
Rick Degette, MA, MEd  
Director

By Uday Kumar Mukherjee  
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By Mona Hartley  
Deputy County Counsel

BOS Item # 2016-528 Dated: 10/25/14

Distribution: Department -- Duplicate Original of Agreement  
Contractor -- Duplicate Original of Agreement  
Auditor/Controller -- Copy of Agreement

## EXHIBIT A

### A. SCOPE OF WORK:

The Contractor shall provide the following services:

1. Contractor shall provide clinical consultation and clinical mental health services to County. Services will be subject to the following performance criteria:
  - a. Contractor shall be providing a combination of tele-psychiatry service and onsite work at the county clinic sites.
  - b. Workload including contacts and documentation, shall be managed efficiently and performed in a timely manner;
  - c. Consultation and collaboration with program staff shall be provided from the perspective of an interdisciplinary team approach;
  - d. Participation on Quality Assurance Committees as assigned, if available;
  - e. Practice shall be within BHRS Quality Assurance policies and procedures including policies on medication monitoring, utilization review, and treatment plan updates;
  - f. BHRS charting requirements shall be followed according to established time frames;
  - g. Appointments with patients shall be kept in a timely manner;
  - h. A review of treatment plans and medical input shall be provided for all patients in programs to which assigned.
  - i. Contacts with patients, their families and staff shall be cooperative, collaborative, and professional;
  - j. Accessibility shall be provided to patients and/or staff from a program to which assigned while working in another program;
  - k. 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;
  - l. Licensure requirements for the California State Board of Medical Quality Assurance shall be met annually.
  - m. Contractor shall remain available for phone consultation from County Staff during regular County business hours at no additional cost to the County.
2. In performance of the above services, Contractor shall adhere to the terms of the BHRS Code of Ethics, a copy of which was provided to Contractor on December 12, 2016, and Organizational Compliance Plan, a copy of which was provided to Contractor on December 12, 2016.
3. 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.
4. Contractor shall attend County sponsored cultural competency and Stanislaus County BHRS compliance trainings as required.

**B. COMPENSATION:**

In order to process payments for federal and state withholding, etc., and in order to ensure that all appropriate County costs are charged to the correct department, all personal service contractors must be paid through the County biweekly payroll system. This also means that personal service contractors must be compensated on an hourly basis and that negotiated contract amounts must be converted from an annual amount to an hourly amount. All contracts must stipulate an hourly rate of pay.

The Contractor shall be compensated for the services provided under this Agreement at the rate of \$175.00 per hour, not to exceed a total amount of \$ 156,800.00

The Contractor shall periodically submit a written document to the department identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. The responsible department head shall review and certify that all such services have been received and that the amounts paid to the Contractor have not exceeded the amount that was budgeted for the services. The department head must keep this certified document on file in the Contractor's official personnel file, which the department must maintain for audit purposes.

The County shall reimburse the Contractor for travel costs, meals, and lodging at the same rate paid to County employees if required for the performance of services requested by the County. Receipts of all expenses shall be provided to the County prior to payment of any reimbursable expenses.

**C. 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)***

**D. 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.

**E. TERM**

These services shall commence on December 12, 2016, and continue through June 30, 2017.

**F. DUPLICATE COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.