A OF SANTA	AGEN Clerk of the 105 E. Anapa Santa Ba	F SUPERVISORS NDA LETTER Board of Supervisors amu Street, Suite 407 Irbara, CA 93101 5) 568-2240	Agenda Number:		
			Department Name: Department No.: For Agenda Of: Placement: Estimated Time: Continued Item: If Yes, date from: Vote Required:	Behavioral Wellness 043 June 22, 2021 Administrative N/A No Majority	
TO:	Board of Supervis	ors			
FROM:	Department Director(s) Contact Info:	Pam Fisher, PSY.D., Acting Director Department of Behavioral Wellness, (805) 681-5220 Dr. Ole Behrendtsen, Medical Director Behavioral Wellness, (805) 681-5220			
SUBJECT:	Behavioral Wellness Staffing Contract Amendment and Renewal - Jackson & Coker LocumTenens LLC				
County Counsel Concurrence: <u>Auditor-Controller Concurrence</u> :					

As to form: Yes

Auditor-Controller Concurrence: As to form: Yes

**Other Concurrence:** Risk Management As to form: Yes

### **Recommended Actions:**

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor with **Jackson & Coker LocumTenens**, **LLC** (BC 20-030) (not a local vendor), to increase the maximum contract amount for FY 20-21 by \$100,000 due to unanticipated staffing needs, for a total contract maximum not to exceed **\$700,000** for the period of July 1, 2020 through June 30, 2021 (Attachment A);
- B. Approve and authorize the Chair to execute the Agreement for Services of Independent Contractor with Jackson & Coker LocumTenens, LLC (not a local vendor) for the provision of locum tenens psychiatry services for FY 21-22, for a total contract maximum amount not to exceed \$650,000 for the period of July 1, 2021 through June 30, 2022 (Attachment B);
- C. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Agreements per Section 26 of the Agreements; amend Exhibit A (Statement of Work) and Exhibit B-1 (Schedule of Fees) of the Agreement to add positions and/or approve rate changes not to exceed 10% of the rate currently stated in Exhibit B-1, subject to the procedures set forth in Exhibit B, Section 2, without returning to the Board with a separate amendment, so long as the total contract maximum is unchanged, subject to the Board's ability to rescind this delegation at any time; and

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D. Determine that the above actions are government fiscal activities or funding mechanisms, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

#### Summary Text:

The above-referenced item is on the agenda to request the Board of Supervisors (Board) to approve the Chair to execute the First Amendment to increase the Agreement, approved by the Board in June 2020, by \$100,000 due to unanticipated staffing needs, for FY 20-21 for the period of July 1, 2020 through June 30, 2021, for a total contract maximum not to exceed \$700,000. For the Board to approve the Chair to renew the Agreement with Jackson & Coker LocumTenens, LLC (Jackson & Coker) through for FY 21-22 for the period of July 1, 2021 through June 30, 2022 for a total contract maximum not to exceed \$650,000. Also, BWell is requesting delegation for the Director or designee of the Department of Behavioral Wellness (BWell) to amend Exhibit A and Exhibit B-1 to add hourly positions and approve, as needed, rate changes not exceeding 10%, subject to the Board's ability to rescind this delegation at any time and authorize immaterial changes as needed. Approval of the recommended actions will allow BWell to task Jackson & Coker to provide recruitment and staffing services of mandated and greatly needed psychiatry positions for acute inpatient, outpatient, and crisis service of the system of care due to ongoing staffing shortage and needs.

# **Background:**

BWell provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, including psychiatric and nursing services at its County facilities. Across the nation there is an ongoing shortage of psychiatric and nursing services. BWell has experienced ongoing challenges that mirrors the national challenges of attracting and retaining qualified psychiatrists to work at BWell facilities. BWell currently uses locum tenens temporary physicians to fill ongoing needs for psychiatric staff at outpatient facilities. Locums provides mandated psychiatric services such as diagnostic evaluations; medication evaluations; prescriptions for psychiatric medications; review, revision, and approval of client assessments; and participation in the development, review, revision, and approval of client treatment plans.

Jackson & Coker currently provides temporary psychiatrists, nurses and physician assistants to backfill vacancies at the Psychiatric Health Facility, BWell clinics, and other BWell programs, as needed.

**Performance Outcomes** For FY 20-21, we are currently utilizing two (2) Jackson and Coker professionals consisting of Psychiatrists who are providing services throughout the County at various programs ranging from adult to crisis services.

### **Fiscal and Facilities Impacts:**

Budgeted: Yes

### Fiscal Analysis:

Funding Sources	<u>FY 20-21 Cost</u>	
General Fund		
State	\$	350,000
Federal	\$	350,000
Fees		
Other:		
Total	\$	700,000

Funding Sources	FY 2	21-22 Cost
General Fund		
State	\$	325,000
Federal	\$	325,000
Fees		
Other:		
Total	\$	650,000

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Narrative: The above referenced contracts are funded by State and Federal funds. The funding sources were included in the FY 2020-2021 Adopted Budget. The funding for was included in the FY 2021–2022 Proposed Budget.

# Key\_Contract\_Risks:

With any contractor providing temporary staffing services, there is a risk that temporary personnel will make errors, engage in misconduct, or be negligent in the performance of assigned duties. BWell may cancel an assignment for cause or convenience and the contractors provide Professional Liability insurance for the professionals to mitigate these risks. In addition, we pay only the contractors' fees when we utilize a healthcare professional referred by the contractor; there are no monthly fees attached to these agreements.

### **Special Instructions:**

Please return one (1) Minute Order and one (1) complete copy of each of the above contracts to <u>dmorales@co.santa-barbara.ca.us</u> and one (1) to <u>bwellcontractsstaff@co.santa-barbara.ca.us</u>.

### Attachments:

Attachment A: Jackson & Coker FY 20-21 BC 20-030 AM1 Attachment B: Jackson & Coker FY 21-22 BC Attachment C: Jackson & Coker FY 21-22 BC 20-030

# Authored by:

D. Morales