

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
MENTAL HEALTH PSYCHIATRISTS/DENTISTS
EMPLOYEE UNIT

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 20th day of November, 2012,

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

Union of American Physicians and Dentists
(hereinafter referred to as "Union" or "UAPD")

WHEREAS, on the 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Mental Health Psychiatrists/Dentists Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, on the 11th day of May, 2011 the parties amended this Memorandum of Understanding which was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to further amend the #325 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

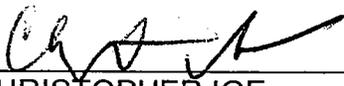
1. Amend Article 5, Term, to change the termination date of the contract to September 30, 2013.
2. Amend Article 6, Renegotiation, to change all 2012 dates to 2013.
3. Amend Article 7, Salaries, by adding Section 5, Assignment of Incentive Payments, as attached.
4. Amend Article 8, Special Pay Practices, by adding Section 5, as attached.
5. Amend Article 9, Employee Benefits, by deleting Section 2.
6. Amend Article 24, Continuing Medical Education, as attached.
7. Add Article 35, Dental Registry, as attached.

8. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors, and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.
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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

UNION OF AMERICAN PHYSICIANS
AND DENTISTS AUTHORIZED
REPRESENTATIVES

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
CHRISTOPHER IGE
Union of American Physicians
And Dentists

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

Add to Article 7, Salaries:SECTION 5 ASSIGNMENT OF INCENTIVE PAYMENTS

The County finds that adoption and meaningful use of an electronic health record (EHR) system will improve patient safety and quality of care, provide greater efficiency of care, and prepare County medical providers to be proficient in new health information technology. It is expected that employees in this Bargaining Unit 325 (Bargaining Unit) will use the EHR system on a daily basis as a part of their routine professional responsibilities.

To help achieve this, eligible professionals (as defined by the Centers for Medicare and Medicaid Services or CMS) in this bargaining unit will participate in the EHR Incentive Program registration and qualification process, and execute an EHR Payment Assignment Form authorizing assignment of EHR incentive payments to the Department of Health Services. Eligible professionals that are currently utilizing the EHR Incentive will be dealt with on a case-by-case basis.

On a one-time basis, The County agrees to establish a training fund in the amount of \$400,000 for training related to Health Care Reform issues. The fund will be administered by a joint labor-management committee, composed of three members selected by UAPD and three members selected by management. Any programs selected for funding will be subject to CEO approval. This provision will expire on September 30, 2013, and may be renewed only through joint agreement of UAPD and the County.

Add to Article 8, Special Pay Practices:Section 5 Certification bonus for more than one specialty

UAPD and the County agree to meet within one-hundred eighty (180) days of Board of Supervisors' approval of this MOU to discuss the feasibility of creating a 2.75% bonus for providers who have Board certification in more than one specialty. If it is determined to be feasible, the parties agree to discuss guidelines for implementation during the next negotiations for a successor MOU.

ARTICLE 9EMPLOYEE BENEFITS

Section 1.

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

Amend Article 24 as shown:

ARTICLE 24 CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this Bargaining Unit. It is the policy of the County to support staff in pursuing education in order to promote and encourage the meeting of licensor requirements and the upgrading of skills and knowledge for the effective delivery of mental health services.

Section 1. Psychiatrists

Full-time, permanent, Mental Health Psychiatrists may be allowed up to five (5) days or forty (40) hours per year of in-service training of which one (1) day or eight (8) hours, at the discretion of the department, may be required for Department of Mental Health mandated CME training. Five (5) days or forty (40) hours per year may be allowed for outside training for continuing education purposes. It is further agreed that all of the outside training for continuing education hours may include pre-approved home study courses. Upon management approval, Mental Health Psychiatrists may use CME time for verifiable activities related to maintenance of certification.

Part-time, Mental Health Psychiatrists on permanent status working at least sixteen (16) hours per week may be allowed up to three (3) days or twenty-four (24) hours per year of in-service training and three (3) days or twenty-four (24) hours per year outside training for continuing education purposes.

Approval of Continuing Medical Education shall not be unreasonably denied.

UAPD may assign two members to the Department of Mental Health Continuing Education Committee to discuss in-service training provided by the department.

Section 2. Dental Professionals

Each Dentist, Senior Dentist and Dental Specialist shall be allowed up a maximum of sixty (60) hours of County time per year for the purpose of meeting mandatory continuing education requirements. Each Dental Hygienist shall be allowed up to a maximum of twenty (20) hours of County time per year for the purpose of meeting mandatory continuing education requirements.

Management will allow permanent part-time Dentists, Senior Dentists and Dental Specialists who work at least sixteen (16) hours per week but less than forty (40) hours per week on a continuing basis up to a maximum sixteen (16) hours of County time per year for the purpose of meeting mandatory continuing education requirements.

Management will allow permanent part-time Dental Hygienists who work at least sixteen (16) hours per week but less than forty (40) hours per week on a continuing basis up to a maximum of eight (8) hours of County time per year for the purpose of meeting mandatory continuing education requirements during the term of the MOU.

Management will consider requests which are submitted with adequate lead time. In reviewing the request, Management will consider the needs of the service. Approval of continuing education shall not be unreasonably denied.

Section 3.

If during the term of this MOU, employees are required by applicable provisions of law to undergo additional mandatory continuing education, the parties agree to re-open negotiations on this Article.

Add new article:ARTICLE 35 DENTAL REGISTRY

The County finds that there is a need for flexibility in staffing to meet changing patient census numbers, and requirements for specialty services. This need has typically been met through contract registries. To determine whether it is more cost-effective to provide supplemental services using County dentists, the parties agree to create a pilot Dental Registry composed of members of this bargaining unit.

Each County department wishing to participate in the registry shall designate a coordinator for the Dental Registry. Employees in this bargaining unit who elect to join the departmental Dental Registry will notify the coordinator of their interest, and provide him/her with their availability for work on a monthly basis.

Dentists will not be eligible for registry work during a workweek in which they have taken time off without pay or taken exempt leave (019 time).

Full-time permanent County employees on the registry will be placed on an additional temporary position pursuant to Section 6.16.010 of the County Code. Supplemental temporary work on the additional position may not exceed twenty-four (24) hours in any one calendar week, per existing restrictions on outside employment.

Compensation for the additional temporary position shall be 135% of the employee's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for

contractors in that medical specialty, or 110% of the physician's normal base hourly wage, whichever is greater. This will be the total compensation for the temporary position. The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of dentists within one of the dental specialties, the hourly rate may be adjusted.

Part-time temporary employees who do not hold another County position may elect to be paid at the higher hourly rate for their specialty if they agree to forego all benefits. Otherwise, they will be paid at the established hourly rate for their specialty.

The parties agree to conduct a study of the pilot to determine if the registry was successful in addressing the need for flexible dental services at a lower cost than contract registries.

This article will expire on September 30, 2013. It may be renewed by mutual consent.