September 30, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION TO INCREASE THE CONTRACTED RATES FOR TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS
FOR FISCAL YEARS 2014-15 THROUGH 2016-17
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to increase the contracted hourly rates for existing Locum Tenens contractors who place temporary psychiatrists in directly-operated mental health programs throughout Los Angeles County during periods of critical psychiatrist staffing shortage.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of Mental Health (Director), or his designee, to prepare, sign, and execute amendments to existing Temporary Psychiatrist Services Agreements (Agreements) with the eight Locum Tenens (LT) contractors listed in Attachment II. The Amendment, substantially similar to Attachment I, will increase the contracted hourly rates to $200 for general psychiatrists and $225 for child and adolescent psychiatrists and general psychiatrists placed at two hard-to-recruit sites, Antelope Valley Mental Health Services and Palmdale Mental Health Clinic. Additionally the Amendment updates the description of services provided by the temporary psychiatrists. Funding for the increased contracted rates is derived from revenue generated by the services provided by the temporary psychiatrists. This Amendment will be effective upon your Board’s approval, through June 30, 2017.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future agreements with other qualified LT contractors and future amendments to agreements, provided that:
PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to authorize DMH to increase LT contractor rates to a more competitive amount for the provision of temporary psychiatrists throughout Los Angeles County. In consideration for the increase, the amendment will also update Exhibit A (Description of Services) by strengthening independent contractors' professional qualifications requirements and Exhibit B (Billing, Payment, and Schedule of Rates) by no longer obligating County to pay LT contractors for late invoices in excess of submission within the required 30 days from the end of the month when services were rendered. With increased LT hourly rates, it is anticipated that DMH will have more success in attracting and placing qualified LTs, on an as needed basis, to fill critical vacancies and reduce service gaps when DMH experiences a serious psychiatrist shortage and cannot fill vacant positions timely with permanent new hires.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County Strategic Plan Goal 1, "Operational Effectiveness/Fiscal Sustainability" and Goal 3, "Integrated Services Delivery."

FISCAL IMPACT/FINANCING

The rate increase for the Temporary Psychiatrists Services Agreement will range from $200.00 to $225.00 per hour. The rate increase is funded by State and Federal revenue generated by the temporary psychiatrists based on mental health services provided to clients eligible for Medi-Cal and receiving State MHSA funding.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since July 1, 2000, DMH has utilized the services of LT contractors to provide psychiatrists, on a temporary and intermittent basis, to perform evaluations, medication support, and other psychiatric treatment services to seriously mentally ill adults, seriously emotionally disturbed children, adolescents, and their families. Under the existing Agreements, LT contractors offer a pool of qualified independent contractors to provide DMH with temporary psychiatrists at clinic sites or via telecommunications to meet emergent or unanticipated needs when there are serious gaps in psychiatric services due to manpower shortages.

DMH’s current Mental Health Psychiatrist vacancy rate is approximately 15 percent. Despite an ongoing psychiatrist recruitment program and the consistent utilization of advanced step placements for qualified new hires, DMH often experiences serious difficulty in recruiting psychiatrists to fill permanent vacant positions. A recent survey of LT contracted rates throughout California revealed that Los Angeles County’s present LT contracted rates are not competitive with other counties or the
State. A total of 11 counties (Kern, Monterey, Riverside, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Solano, and Ventura) and two State facilities (Atascadero State Hospital and California Department of Corrections and Rehabilitation) were surveyed. The survey revealed that the hourly rates range up to $216 for general psychiatrists and up to $225 for child and adolescent psychiatrists. Los Angeles County’s current LT contracted hourly rates, depending on the work site, range from $142.50 to $180 for general psychiatrists and $157.50 to $200 for child and adolescent psychiatrists.

Board approval for LT contracted hourly rate increases is justified to offer more competitive rates to LT contractors in order to attract and place a sufficient number of temporary psychiatrists at DMH programs to meet the needs of the community. With increased LT hourly rates, it is anticipated that DMH will have more success in attracting qualified LTs where there are vacancies in order to reduce service gaps until permanent psychiatrists are recruited and hired. DMH intends to continually monitor the productivity of temporary psychiatrists to ensure the cost effectiveness of LT utilization.

Attachment II provides information regarding LT contractor names, headquarters’ locations, Supervisiorial Districts, and Agreement term. Attachment III provides information regarding Contracting with Minority/Women-Owned Firms-Percentage of Ownership in Firms Contracting with the County.

The attached Amendment format (Attachment I) has been approved as to form by County Counsel. DMH administrative staff will monitor the contractors’ adherence to the agreements and amendments to ensure that the LT contractor services are in compliance with Agreement provisions and departmental policies are followed.

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Without Board approval of this amendment, Los Angeles County will continue to experience a severe hardship in recruiting temporary psychiatrists expediently when there are psychiatrist vacancies. This would negatively impact access to essential psychiatric care for Los Angeles County residents. When the recruitment and hiring process is lengthy, the utilization of LT psychiatrists enables DMH to handle critical manpower shortages, meet emergent or unanticipated treatment needs, and continually provide access to high quality mental health care.
The Honorable Board of Supervisors  
9/30/2014  

Page 4  

Respectfully submitted,  

\[Signature\]  

MARVIN J. SOUTHARD, D.S.W.  
Director of Mental Health  

MJS:RS:OH  

Enclosures  

c: Chief Executive Officer  
    County Counsel  
    Executive Officer, Board of Supervisors  
    Chairperson, Mental Health Commission
THIS AMENDMENT is made and entered into this ___ day of ___, 2014, by and between the COUNTY OF LOS ANGELES (hereafter “County”) and ____________________________ (hereafter “Contractor”).

WHEREAS, County and Contractor have entered into a written Agreement, dated ______________, identified as County Agreement No. MH________, and any subsequent amendments (hereafter collectively “Agreement”); and

WHEREAS, for Fiscal Years (FY) 2014-15, 2015-16, and 2016-17, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to revise Exhibit A “Statement of Work” and Exhibit B “Fee Schedule” to increase the nightly rate to reflect additional services.

WHEREAS, County and Contractor intend to amend Agreement to increase the hourly rate for Locum Tenens (LT) and revise Exhibit B “Billing, Payment, and Schedule of Rates”. The hourly rates for General Psychiatrist increase from $142.50 to $200.00, the hourly rates for Antelope Valley Mental Health Services and Palmdale Mental Health Clinic increase from $180.00 to $225.00, and the hourly rates for Child and Adolescent Psychiatrist increase from $157.50 to $225.00. The increase enables the County to have more success in recruiting and placing qualified LTs, on an as needed basis, to provide psychiatric care for the community when the Department of Mental Health experiences extreme difficulty with recruitment and retention of permanent psychiatrists.
NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Exhibit A — Description of Services shall be deleted in its entirety and replaced with Exhibit A -X - Description of Services, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit A - shall be deemed to refer to "Exhibit A- X Description of Services".

2. Exhibit B — Billing, Payment, Schedule of Rates shall be deleted in its entirety and replaced with Exhibit B-X - Billing, Payment, and Schedule of Rates, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit B shall be deemed to refer to "Exhibit -X Billing, Payment, and Schedule of Rates".

3. The hourly rates for General Psychiatrist are increased from $142.50 to $200.00, the hourly rates for Antelope Valley Mental Health Services and Palmdale Mental Health Clinic are increased from $180.00 to $225.00, and the hourly rates for Child and Adolescent Psychiatrist are increased from $157.50 to $225.00. The increase enables the County to have more success in recruiting and placing qualified LTs, on an as needed basis, to provide psychiatric care for the community when the Department of Mental Health experiences extreme difficulty with recruitment and retention of permanent psychiatrists.

4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By ________________________________
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

______________________________
CONTRACTOR

By ________________________________
Name ________________________________
Title ________________________________
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By ________________________________
Chief, Contracts Development and Administration Division

LB:LT Amd Increase rates 07092014
EXHIBIT A-X
DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Upon request, the independent contractors shall provide Los Angeles County Department of Mental Health (DMH) sites with services described herein, up to 7 days per week, including evenings and weekends. All such services shall be provided in accordance with specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-X.

Independent contractors who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by DMH site's administration.

A. Psychiatrist Services: Services to be provided hereunder shall include, but shall not be limited to:

1) Provide psychiatric assessment and treatment;

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;

4) Participate in multi-disciplinary treatment planning;

5) Document services provided as required by DMH, including use of an electronic health record;

6) Refer patients to primary care and community services providers, as needed; and
7) Authorize involuntary detention and transfer to hospitals as required.

B. Persons to be Served: Services shall be provided to diverse client populations of all ages served by DMH directly operated sites.

C. Assignments: Independent contractors hereby acknowledge and accept that work assignments may be short or long term (i.e., a few days to several months), and they may be required to travel between sites.

2. CONTRACTOR’S RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of 3 years, been in business as a provider of personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the DMH Contracts Development and Administration Division with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers.

B. Contract Manager: Contractor shall identify a Contract Manager who shall be responsible for overall operation of the Contract.

C. Prohibition Against Recruitment of County-Employed Psychiatrist: Contractor, and/or Contractor’s employees, officers or agents, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County-employed psychiatrist, as psychiatrist for Contractor. Any such attempted hiring or recruitment of any County-employed psychiatrist by Contractor, its employees, officers or agents shall constitute a material breach of this Agreement upon which the County may, at its sole
discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

D. Prohibition Against the Utilization of County-Employed Psychiatrist:
Contractor shall not utilize any current County–employed psychiatrist (whether full-time or part-time) for the provision of services pursuant to this Agreement.

E. Recruitment and Verification of Professional Qualifications:
1) Contractors shall verify that all independent contractors meet the professional qualifications described in Paragraph 4 of this Exhibit prior to referring candidates to the DMH Office of the Medical Director (OMD).
2) Contractor shall retain and make available to County, upon request, documentation of all such professional qualifications, as described in Paragraph 4 of this Exhibit A, for purposes of inspection and audit.
3) If at any time it is discovered that an independent contractor lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such a person, County shall not pay for the time worked by that individual and shall also dismiss the individual immediately.
4) Upon request by OMD, Contractor shall present qualified locum tenens (LT) candidates to meet the needs of DMH sites.
5) County, in its sole discretion, may refuse utilization of an independent contractor.
6) DMH will not accept the services of Contractor's independent contractors with non-immigrant H-1A visa status during the term of this Agreement.

7) Contractor shall, at no cost to the County, make all travel arrangements to and from the County of Los Angeles, California, and shall be responsible for providing, or arranging for, housing for out-of-state independent contractors, as needed.

F. County Mandated Staff Training: Independent contractors providing services hereunder shall complete County mandated trainings, such as Sexual Harassment Prevention training. County mandated trainings shall be at County's expense. Documentation that independent contractors have attended mandated training shall be retained by the County mental health site for purposes of inspection and audit.

G. Infection Control: If any of the independent contractors are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the County mental health site 24 hours of becoming aware of the diagnosis.

For the purposes of this Agreement, the infectious diseases reportable hereunder are listed in the Public Health List of Reportable Diseases.
3. **TERM OF PERSONNEL ASSIGNMENT:** The assignment of any Contractor's independent contractors to a DMH site hereunder shall not extend beyond the expiration date of this Agreement.

4. **INDEPENDENT CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:**

   A. **Licenses, Registrations and Certificates:** All independent contractors providing services hereunder shall have the following professional qualifications, which must be valid and in force:

      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 independent contractor provides 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.

   B. DMH will conduct criminal background investigations (including fingerprints) of the independent contractor providing services under this Agreement. In
addition, Los Angeles County Sheriff's Department will conduct extensive background investigations on persons assigned to jail facilities. Further, independent contractor shall not be considered an employee of Contractor and also for purposes of the provisions of Paragraph 65 (BACKGROUND AND SECURITY INVESTIGATIONS) of Agreement.

C. Failure to comply with the requirements of Paragraph 4, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall 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 not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

5. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S INDEPENDENT CONTRACTORS: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's independently contracted LTs to County employment. Contractor understands, however, that notices regarding available positions are posted and that DMH sites cannot restrict access to such information by independent contractors.

In the event an independent contractor expresses interest in County employment
and DMH site desires to recruit such independent contractor, DMH site shall give notice of such fact to Contractor.

6. GENERAL CONDITIONS:

A. Contractor shall establish appropriate policies and procedures for an independent contractor who experiences an industrial accident while working at a DMH site.

1) Contractor or independent contractor shall report industrial accidents that occur in at a DMH site to the DMH site’s administrator or his/her authorized designee.

2) Contractor shall give each of its independent contractor providing services hereunder written instructions on the above policies and procedures.

3) A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

B. While at a DMH site, independent contractor shall report to DMH site’s Administrator or his/her authorized designee.

C. County may immediately cancel the Contractor’s work site agreement and immediately terminate any independent contractor from providing services at a DMH site for the following reasons:

1) The independent contractor fails to comply with the terms of this Agreement, including, but not limited to required professional
qualifications and eligibility to participate in federally funded health care programs, and
2) The conduct of any independent contractor adversely affects the delivery of mental health services or poses imminent danger to the life or health of County patients/employees.

D. County shall provide each independent contractor with a photo identification badge with the independent contractor's name easily visible. Such badge shall be worn at all times by independent contractors while working at DMH sites.
BILLING, PAYMENT, AND SCHEDULE OF RATES

I. BILLING AND PAYMENT:

A. Upon reporting to and leaving work, independent contractors shall sign in and out on Contractor-provided time sheets during the term of this Agreement. County may request Contractor to use County-provided time sheets during the term of this Agreement, in which case a copy of the time sheet shall be sent to the Contractor as the need arises.

B. If Contractor removes independent contractor from County mental health site premises upon receipt of oral or written notice from County mental health site that the actions of the independent contractor may adversely affect the delivery of mental health services, Contractor shall bill County for only actual hours, or portion thereof, worked by independent contractor prior to his/her removal.

C. Contractor shall bill County monthly in arrears no later than 30 days from the end of each month after services were performed at the clinic/program, in accordance with terms, conditions, and rates set forth. All invoices shall clearly reflect and provide reasonable details of the services for which invoice is made, including, but not limited to, type of services provided, name of independent contractor who provided services per work site, dates and hours worked per month, and any other charges, as set forth in this Agreement. Each work site at which services were provided by the independent contractor shall require a separate time sheet.

D. Contractor shall submit in arrears one original invoice per month with all attached signed time sheets for each independent contractor to the attention of the Accounting Division, Department of Mental Health, no later than 30 days from the end of each month after services were performed by the independent contractor. Weekly, partial, or bi-monthly invoices submitted will be considered incomplete invoices and will not be considered for payment until the invoices are complete and correct with all the requisite time sheets. Monthly invoices shall only include dates of services provided per month per work site and shall not include overlapping months.

E. Upon receipt of complete invoices, as determined by County, County shall pay Contractor within 30 calendars days. It is the responsibility of Contractor to ensure that invoices are submitted correctly by reviewing time sheets of each independent contractor and each invoice prior to submission to County. County
shall notify Contractor of incorrect and/or discrepant invoices, as determined by County, and reconcile invoices before forwarding reconciled invoices to the Accounting Division for payment.

F. In no event shall County have any obligation to pay Contractor for any late invoices submitted more than 30 days after the end of the month in which services were rendered by the independent contractor.

II. GENERAL CONDITIONS:

A. County mental health site may change or cancel a work site agreement without incurring any financial liability upon providing Contractor with at least 14 days prior notice.

III. HOURLY RATES:

A. All-inclusive Locum Tenens hourly rates for independently contracted psychiatrist services under this Agreement shall be:

<table>
<thead>
<tr>
<th>Psychiatrist Classifications</th>
<th>Description/Work Sites</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Psychiatrist</td>
<td>All sites/programs, including Telepsychiatric Services, except those listed below</td>
<td>$200.00</td>
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<td></td>
<td>Antelope Valley Mental Health Services and Palmdale Mental Health Clinic</td>
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<td>Child and adolescent programs/majority of treatment services provided to children and adolescents</td>
<td>$225.00</td>
</tr>
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B. Overtime and Holiday Rates will not be paid.

C. The rates set forth in this Exhibit B-X shall be the sole consideration paid by County to Contractor hereunder. Payment to Contractor shall be only for the actual number of hours worked by independent contractors.

Rev. 4/9/14
### County of Los Angeles - Department of Mental Health
Office of the Medical Director

Locum Tenens Contractor Hourly Rate Changes
Effective Upon Board Adoption

#### Hourly Rates

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## TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS (LOCUM TENENS)
### FOR FISCAL YEARS 2014-15, 2015-16, and 2016-17

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<tr>
<th>ITEM NO.</th>
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<th>AGREEMENT TERM+</th>
<th>HOURLY RATES</th>
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<tr>
<td>1</td>
<td>Global Medical Staffing, Inc. dba Global Medical Staffing 3995 South 700 East, Suite 100 Salt Lake City, UT 84107</td>
<td>ALL</td>
<td>5 Yrs.</td>
<td>$200.00 per hour* $225.00 per hour** $225.00 per hour***</td>
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<td>2</td>
<td>Jackson &amp; Coker, Locumtenens, LLC 3000 Old Alabama Road, Suite 119-608 Alpharetta, GA 30022</td>
<td>ALL</td>
<td>5 Yrs.</td>
<td>$200.00 per hour* $225.00 per hour** $225.00 per hour***</td>
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<td>3</td>
<td>LocumTenens.com, LLC 2655 Northwinds Parkway Alpharetta, GA 30009</td>
<td>ALL</td>
<td>5 Yrs.</td>
<td>$200.00 per hour* $225.00 per hour** $225.00 per hour***</td>
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<td>4</td>
<td>Maxim Physicians Resources, LLC 5001 LBJ Freeway, Suite 900 Dallas, TX 75244</td>
<td>ALL</td>
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<td>$200.00 per hour* $225.00 per hour** $225.00 per hour***</td>
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<td>Registry of Physicians Specialists, A Medical Corporation 1299 Newell Hill Place, Suite 100 Walnut Creek, CA 94596</td>
<td>ALL</td>
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<td>$200.00 per hour* $225.00 per hour** $225.00 per hour***</td>
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<td>6</td>
<td>Staff Care, Inc. 5001 Statesman Drive Irving, TX 75063</td>
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<td>Whitaker Medical, LLC 10375 Richmond Ave., Suite 1700 Houston, TX 77042</td>
<td>ALL</td>
<td>5 Yrs.</td>
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<td>JPE Healthcare Staffing, Inc. 1065 Nine North Dr., Suite A Alpharetta, GA 30004</td>
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<td>$200.00 per hour* $225.00 per hour** $225.00 per hour***</td>
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* Full Agreement term is five years, effective 7/01/12; remaining term is effective upon Board adoption through 6/30/17.
* The all-inclusive hourly rate for general psychiatrists is $200.00 per hour.
** The all-inclusive hourly rate for child & adolescent psychiatrists is $225.00.
*** The all-inclusive hourly rate for Antelope Valley MH Services and Palmdale MH Clinic is $225.00 per hour.
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<th>Contractor/Firm</th>
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