

patients at RUHS-BH are properly oriented to RUHS-BH policies and procedures, maintain appropriate skills, competency, and continuing education consummate with the current job duties. Further, CONTRACTOR agrees to cooperate with and/or participate in any TJC review or survey as requested by the COUNTY and/or TJC at no cost to the CONTRACTOR.

- 1.4.6. CONTRACTOR acknowledges and agrees that only psychiatrists shall practice medicine. Psychiatrists shall retain the exclusive authority to direct the method, means and scope of the practice of medicine in the connection with its provision of contracted services. The psychiatrists shall use his/her professional judgment when providing care and treatment for RUHS-BH patients.

### **1.3. RUHS-BH RESPONSIBILITIES**

- 1.3.1. COUNTY shall provide the locum tenens health care provider, according to the required specialty, with a reasonable work schedule, reasonably maintained and customary equipment and supplies, a suitable practice environment complying with the acceptable ethical and procedural standards, and, as necessary, appropriately trained support staff.
- 1.3.2. COUNTY shall assist quality control by completing locum tenens health care provider's evaluation sheets.
- 1.3.3. COUNTY shall retain all facility income generated by the locum tenens health care provider.
- 1.3.4. COUNTY shall assist in obtaining hospital privileges for the locum tenens health care provider and pay any associated hospital credentialing fees. CONTRACTOR shall reimburse COUNTY for hospital credentialing fees if a provider completes a credentialing application but withdraws from the credentialing process prior to completion and does not report for duty.
- 1.3.5. COUNTY shall not discriminate against any person because of color, sex, age, race, creed, disability, religion, nationality, and veteran or citizenship status in the performance of any duty imposed by the Agreement.

### **1.4. REGULATORY COMPLIANCE**

- 1.4.1. COUNTY represents and warrants that COUNTY and/or any health care provider or staff employed by or associated with COUNTY is not currently under investigation by any state or federal government agency for Medicare or Medicaid false claims, fraud or abuse; and/or have not been sanctioned by a state or federal government agency; and are not excluded from participating in the Medicare or Medicaid programs and that no exclusion proceedings are pending.
- 1.4.2. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.

- 1.4.3. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews.
- 1.4.4. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

## **2.0 GENERAL PROGRAM REQUIREMENTS & RESPONSIBILITIES**

### **2.1 PSYCHIATRIST PROGRAMMATIC REQUIREMENTS**

- 2.1.1. Psychiatrists will perform professional services as an independent contractor, and shall not be considered an employee, agent, or subcontractor of either party.
- 2.1.2. The majority of assignments will be at outpatient clinics. RUHS-BH sites generally operate Monday through Friday from 8:00 a.m. to 5:00 p.m., except on holidays, though hours of operation vary depending on the site. In some cases, a site may operate on a 24/7 basis.
- 2.1.3. Psychiatrists shall use their professional judgment when providing care and treatment for all RUHS-BH patients.
- 2.1.4. Psychiatrists shall perform all medical services in conformance with all applicable federal, state, and local laws and regulations, and COUNTY policies, procedures, rules, regulations, and bylaws.
- 2.1.5. Psychiatrists shall demonstrate competency or interest in providing psychiatry services to a diverse multicultural population. Psychiatrists may need to use phone interpreter services to patients without English fluency.
- 2.1.6. Psychiatrists shall demonstrate proficiency in the use of electronic health records for documentation and physician orders.
- 2.1.7. Credentialing, Licensure and Background Requirements:
- 2.1.8. Psychiatrists shall maintain an active and unrestricted California medical license, and DEA registration number, and not be on any Medicare/Medi-Cal or third party insurance payor restriction lists.
- 2.1.9. Psychiatrists shall meet COUNTY credentialing requirements.
- 2.1.10. Psychiatrists must submit to and successfully pass background checks prior to reporting for duty. Standard background checks for outpatient placement include fingerprinting and California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) background checks. Background checks for placement at detention facilities are conducted by Riverside County Sheriff Department, and involve an extensive investigation.

## **2.2 PSYCHIATRIST SERVICES**

Awarded Contractor(s) shall ensure that the following services requirements, which include but are not limited to the following, are met:

- 2.2.1. Providing direct patient care, including work with individual patients, their families, and significant others;
- 2.2.2. Providing consultations with other staff regarding patient care, and medical and diagnostic work performed;
- 2.2.3. Participating in the peer review program and compliance program;
- 2.2.4. Providing services to diverse patient populations served at RUHS-BH operated sites: adults, older adults, children, adolescents, and individuals with a co-occurring diagnosis (mental health and substance use disorders);
- 2.2.5. Participating in multi-disciplinary treatment team planning;
- 2.2.6. Conducting and coordinating appropriate physical, psychological, laboratory, and radiologic assessment of patients to determining needs;
- 2.2.7. Prescribing medications;
- 2.2.8. Referring patients to other human service agencies and consult with such, as required;
- 2.2.9. Authorizing involuntary detention and transfer to hospitals as required;
- 2.2.10. Completing medical records and billing timely and accurately. Psychiatrists are expected to be skilled at documenting and billing using RUHS-BH electronic health records; and
- 2.2.11. Attending training as required by the Medical Director and his/her designee.

## **2.3 CONTRACTOR RESPONSIBILITIES**

- 2.3.1. CONTRACTOR shall use its best efforts to source, screen, and present a health care provider candidate who to the best of the CONTRACTOR's knowledge best meets the COUNTY's requirements.
- 2.3.2. CONTRACTOR shall provide Curriculum Vitae to the COUNTY when initially referring a health care provider to COUNTY.
- 2.3.3. CONTRACTOR shall provide compensation to the health care provider directly.
- 2.3.4. CONTRACTOR shall provide any assigned health care provider with malpractice insurance.
- 2.3.5. CONTRACTOR shall provide and/or reimburse for reasonable and acceptable living accommodations outside of the hospital and transportation within the community, when necessary. CONTRACTOR shall provide or cover the costs of round-trip transportation for health care provider to the community, when necessary.

- 2.3.6. CONTRACTOR shall not recruit current COUNTY staff, and shall refrain from presenting former COUNTY staff for Locum Tenens placement, for a period of two (2) years from the date the former staff member previously worked for the COUNTY.
- 2.3.7. CONTRACTOR agrees that if a criminal charge of civil or administrative action related to health care is brought, exclusion from a federal or state health care program is sought, or a disciplinary action or investigation commenced by a licensing authority, the Medical Board, Medicare program, Medi-Cal program, medical staff, or other professional medical organization against a psychiatrist (all preceding actions referred to are herein after referred to as "Proceeding"), Contract will provide prompt notice to the COUNTY of such Proceeding. The psychiatrist involved in the Proceeding may, at the COUNTY's discretion, be removed from any responsibility or involvement in the provision of contracted services during the pendency of such Proceeding. The requirement of "prompt notice" means that a written report shall be submitted at the earliest date reasonably possible, but in no event more than forty-eight (48) hours after CONTRACTOR learns of such Proceeding.
- 2.3.8. The CONTRACTOR shall verify that all psychiatrists presented to the COUNTY meet the following professional qualifications, which must be valid and in force:
  - 2.3.9. Certification of completion of a psychiatric residency program accredited by the Accreditation Council of Graduate Medical Education (ACGME) or equivalent;
  - 2.3.10. Board eligibility or certification by the American Board of Psychiatry and Neurology (ABPN) in general psychiatry. Board Certification is required for psychiatrists providing services at ETS, ITF, and/or PCLS;
  - 2.3.11. Board eligibility or certification in child and adolescent psychiatry, only if the psychiatrist will provide services to children and adolescents;
  - 2.3.12. Certificate of current Controlled Substance Registration issued by the Drug Enforcement Administration (DEA)
  - 2.3.13. Physician and Surgeon license issued by the Medical Board of California; and
  - 2.3.14. 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 eligible lists.

**2.4 PERMANENT HEALTH CARE PROVIDER PLACEMENT**

- 2.4.1. In lieu of a recruitment fee, the COUNTY agrees to not hire any health care provider introduced by CONTRACTOR, for a period of two (2) years from the initial date that the CONTRACTOR refers the health care provider to the County.
- 2.4.2. CONTRACTOR shall not initiate a contract with a psychiatrist that would prevent the psychiatrist from accepting a permanent position with the COUNTY so long as the two (2) year presentation date waiting period has been satisfied.

**2.5 PAYMENT SCHEDULE & REMIBURSEMENT**

**Compensation will be paid at an all-inclusive hourly bill rate.**

- 2.5.1. The all-inclusive hourly rate includes, but is not limited to, physician rate, administrative fee, housing, transportation, and malpractice insurance.
- 2.5.2. The all-inclusive hourly rate applies to all hours worked, excluding COUNTY holidays.
- 2.5.3. CONTRACTOR will not be reimbursed for any travel in performance of their duties
- 2.5.4. COUNTY will not reimburse CONTRACTOR for any additional costs outside of the all-inclusive hourly rate, such as housing and transportation expenses.
- 2.5.5. Each invoice shall be accompanied by copies of the corresponding time sheets/statements signed by the psychiatrist and RUHS-BH Site Manager/Supervisor. All psychiatrists must submit their timecards to CONTRACTOR in a timely manner.
- 2.5.6. Start date is defined as the first date of employment with RUHS-BH after successful completion of RUHS-BH credentialing process.
- 2.5.7. The County shall pay Awarded Contractor(s) for services performed and expenses incurred not to exceed the maximum agreement amount. Compensation shall be paid in accordance with a properly prepared invoice and backup documentation submitted to County by Awarded Contractor(s) within five (5) days from the last day of each calendar month. County shall pay the invoice within thirty (30) working days from the date of receipt of the properly prepared invoice and backup documentation.

**EXHIBIT B**

**PAYMENT PROVISIONS**

The COUNTY's total maximum obligation under this agreement for the term January 1, 2019 through June 30, 2019 shall not exceed one million, three hundred fifteen thousand dollars (\$1,315,000), including all expenses, and shall have no obligation to purchase any specified amount of services or products. COUNTY agrees to pay all fees as outlined in the Agreement. All health care provider service hours will be rounded up to the nearest quarter hour and prorated accordingly based on the following rates:

<b>Outpatient Clinics, Tele-psychiatry and Detention Facilities</b>		
	<b>Rates (per hour)</b>	
<b>Weekday Day Shifts (Monday-Friday)</b>	<b>From</b>	<b>To</b>
7:30 a.m. to 5:00 p.m./8:00 a.m. to 5:30 p.m.	\$195	\$260
7:00 a.m. to 6:00 p.m.	\$195	\$260

<b>Emergency Treatment Services</b>		
	<b>Rates (per hour)</b>	
<b>Day and Night Shifts (Sunday-Saturday)</b>	<b>From</b>	<b>To</b>
8:00 a.m. to 8:00 p.m.	\$195	\$260
8:00 p.m. to 8:00 a.m.	\$195	\$260
12:00 a.m. to 8:00 a.m.	\$195	\$260

<b>Inpatient Treatment Facility and Psychiatric Consulting Liaison Services</b>		
	<b>Rates (per hour)</b>	
<b>Day Shifts (Sunday-Saturday)</b>	<b>From</b>	<b>To</b>
8:00 a.m. to 5:00 p.m.	\$195	\$260
8:00 a.m. to 8:00 p.m.	\$195	\$260

<b>Other</b>		
	<b>Rates (per hour)</b>	
	<b>From</b>	<b>To</b>
Overtime	\$195	\$260
Holiday: \$1,000 plus standard rate per shift	\$195	\$260
Other (describe):	\$	\$

**Recruiting Fees:**

- \$22,000 recruiting fee
- Provider to complete all shifts for which a confirmation letter has been issued
- 30-day notice to be sent to VISTA to facilitate the conversion to a permanent employee

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.17**  
(MT 8526)

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Riverside University Health System - Behavioral Health regarding the Approval of an Increase to the Locum Tenens Contract Aggregate for FY18/19 to \$8,790,000, Approval of the Locum Tenens Contract Aggregate of \$7,200,000 for FY19/20 through FY21/22, Approval of First Amendments to the FY18/19 Agreements with Jackson & Coker, LLC, Vista Staffing Solutions and LocumTenens.Com; Approval of the New Locum Tenens Providers Agreements with Jackson & Coker, LLC, Vista Staffing Solutions, Monroe & Weisbrod, LLC, Registry of Physician Specialist and Spectrum Accountable Care Company, All Districts, is continued to Tuesday, April 2, 2019 at 9:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on March 26, 2019 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: March 26, 2019  
Kecia Harper, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: Kecia Harper Deputy

AGENDA NO.  
3.17

xc: Behavioral Health, COB

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM  
3.17  
(ID # 8526)**

**MEETING DATE:**

Tuesday, March 26, 2019

**FROM :** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve an Increase to the Locum Tenens Contract Aggregate for FY18/19 to \$8,790,000, Approval of the Locum Tenens Contract Aggregate of \$7,200,000 for FY19/20 through FY21/22, Approval of First Amendments to the FY18/19 Agreements with Jackson & Coker, LLC, Vista Staffing Solutions and LocumTenens.Com; Approval of the New Locum Tenens Providers Agreements with Jackson & Coker, LLC, Vista Staffing Solutions, Monroe & Weisbrod, LLC, Registry of Physician Specialist and Spectrum Accountable Care Company; District: All [\$8,790,000 for FY18/19; \$7,200,000 Annually for FY19/20 through FY21/22, Plus up to \$720,000 in Additional Compensation Annually, \$30,390,000 Total for 4 Years; 50% Federal, 50% State]. (Continue Item to April 2, 2019)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve three respective Amendments to Professional Service Agreements with the Locum Tenens Providers listed in Attachment A, including an increase to the current Locum Tenens Contracts Aggregate from \$3,675,000 to \$4,600,000 and authorize the Purchasing Agent to execute the three Amendments to the current Locum Tenens Agreements for the providers listed in Attachment A on behalf of the County;

**ACTION:Policy**

  
Matthew Chang, Director 12/20/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Ratify and approve three respective Amendments to Professional Service Agreements with the Locum Tenens Providers listed in Attachment A, including an increase to the current Locum Tenens Contracts Aggregate from \$3,675,000 to \$4,600,000 and authorize the Purchasing Agent to execute the three Amendments to the current Locum Tenens Agreements for the providers listed in Attachment A on behalf of the County;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved by County Counsel to: a) move the allocated funds among the vendors; and b) sign amendments that do not change the substantive terms of the agreements, and c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the approved annual aggregate amounts through June 30, 2022.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$8,790,000	\$7,200,000	\$30,390,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 50% Federal 50% State			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19 – 21/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

Despite an ongoing psychiatrist recruitment program and consistent utilization of advanced step placements for qualified new hires, Riverside University Health System Behavioral Health (RUHS-BH) continues to experience serious difficulty in recruiting psychiatrists to fill permanent vacant positions. The current vacancy rate is approximately 37%. Locum Tenens providers offer a pool of qualified independent contractors to provide RUHS-BH with temporary psychiatrists at clinic sites to meet emergent or unanticipated needs when there are serious gaps in psychiatric services due to work force shortages. Locum Tenens psychiatrists provide services at RUHS-BH outpatient clinics, Inpatient Treatment Facility and Emergency Treatment Services and Detention on a temporary or 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.

**Impact on Citizens and Businesses**

Locum Tenens providers enable RUHS-BH to handle critical workforce shortages, meet emergent or unanticipated treatment needs and continually provide access to high quality mental health care.

**Additional Fiscal Information**

The aggregate is comprised of salary savings from the vacant Psychiatrist positions and there are sufficient appropriations in the FY18/19 budget. No additional County funds are required

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Contract History and Price Reasonableness**

On July 25, 2016 (#3-43), the Board approved the Locum Tenens Contract Aggregate amount of \$7,350,000 annually through June 30, 2018. On June 12, 2018 (#3.26), the Board approved the Locum Tenens Contract Aggregate amount of \$3,675,000 through December 31, 2018 in order to continue continuity of care while the competitive bid process was completed.

On April 11, 2018, Riverside County Purchasing on behalf of RUHS-BH released the Request for Proposal (RFP) #MHARC-226 – Locum Tenens Psychiatry Services via the Public Purchase website. Notifications were sent to 111 organizations and 16 individuals. Responses were received from 9 bidders. The Evaluation Committee comprised of RUHS-BH staff determined the providers listed in Attachment B as the lowest responsive/responsible bidders. Jackson & Coker and Vista Staffing are incumbent providers. Their contract maximums are based on their current placements.

LocumTenens.com is an incumbent provider who was not awarded under this RFP. RUHS-BH is requesting approval to amend their existing agreement from \$700,000 to \$1,000,000 through June 30, 2019 to ensure continuity of care during the transition to new Locum Tenens providers. Additionally, the RUHS-BH is requesting to amend the existing agreements with Jackson & Coker and Vista Staffing as identified in Attachment A in order to pay the invoices for services provided through December 31, 2018. These amendments require an increase to current contract aggregate from \$3,675,000 to \$4,600,000.

**Attachment A  
Current  
Locum Tenens Provider Aggregate**

Vendors	Contract Max	Increase	Contract Max
Jackson & Coker Locum Tenens (Jan – Dec 2018)	\$2,150,000	\$100,000	\$2,250,000
Vista Staffing (Jan – Dec 2018)	\$ 825,000	\$525,000	\$1,350,000
LocumTenens.com (July 2018 – June 2019)	\$ 700,000	\$300,000	\$1,000,000
<b>Total Aggregate Amount</b>	<b>\$3,675,000</b>	<b>\$925,000</b>	<b>\$4,600,000</b>

**Attachment B  
New Award  
Locum Tenens Provider Aggregate**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>Vendors</b>	<b>FY18/19</b>	<b>FY19/20</b>
	<b>(Jan - Jun) Contract Max</b>	<b>Contract Max</b>
Jackson & Coker Locum Tenens	\$2,650,000	\$4,000,000
Vista Staffing	\$1,315,000	\$2,000,000
Registry of Physician Specialist	\$ 75,000	\$ 400,000
Monroe & Weisbrod, LLC	\$ 75,000	\$ 400,000
Spectrum Accountable Care Company	\$ 75,000	\$ 400,000
<b>Total Aggregate Amount</b>	<b>\$4,190,000</b>	<b>\$7,200,000</b>

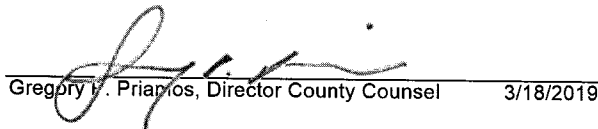
Total combined Aggregate for FY18/19 is \$8,790,000

**Contract Aggregate By Fiscal Year**

<b>FY18/19</b>	<b>FY19/20</b>	<b>FY20/21</b>	<b>FY21/22</b>	<b>Total</b>
\$8,790,000	\$7,200,000	\$7,200,000	\$7,200,000	\$30,390,000

  
Tina Grande, Assistant Purchasing Director 3/1/2019

  
Melissa Noone, Associate Management Analyst 3/19/2019

  
Gregory P. Priamos, Director County Counsel 3/18/2019