



# DEPARTMENT OF MENTAL HEALTH

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January 18, 2024

Dear Prospective Vendor:

## REQUEST FOR STATEMENT OF QUALIFICATIONS FOR AS-NEEDED PSYCHIATRY SERVICES DMH RFSQ SOLICITATION NO. DMH12192023B1

### QUESTIONS AND ANSWERS

#### ADDENDUM NUMBER ONE (1)

#### VENDOR'S QUESTIONS

- 1) RFSQ, Section 2.1 Scope of Work, page 2, Quote: "The County of Los Angeles, (County or LAC) Department of Mental Health (Department or DMH) is seeking qualified companies to enter into Master Agreements with the County to provide as-needed psychiatry services.

LACDMH intends to use As-Needed Psychiatry Master Agreements to secure temporary or as-needed medical staffing coverage when County employees are not able to provide critical patient care services".

- a. Do you anticipate your current staffing volume to change in the next year or two years? For example, do you expect any significant changes or projects coming up (new facilities, etc.)?

**Answer:** We anticipate the need could increase due to permanent staff attrition and increase and changing client population needs. However, we do not have any specific projects or changes currently in the pipeline.

- b. How many patients per day would you estimate the provider would see?

**Answer:** Typically 10 to 12 patients for routine follow up within a work day. However, this could be lower if the provider was assigned an initial evaluation, for bilingual clients or complex cases.

- c. What are the current challenges/obstacles in meeting its staffing and recruitment goals for these positions

**Answer:** We are one of the largest Counties (serving over 250,000 unique clients annually) with a vast area of need and a limited number of qualified psychiatrists to fill the permanent needs of this Department.

- d. Please provide a forecast for the number of hour of Locum Tenens services for the term of the contract?

**Answer:** We consider one full time equivalent to equal 2,088 productive work hours annually and typically our Locums work 40-hour work weeks.

- e. Based on historical usage, how long was the typical Locum Tenens assignment? And is that same assignment length anticipated during this contract term?

**Answer:** Locum Tenens / Temporary psychiatrist will provide services on an average of six to nine months per assignment. Yes, we anticipate this to be more or less the length of the assignments under this new contract.

- f. What is the expected time for the completion of credentialing for an accepted candidate?

**Answer:** We are hoping to onboard new Locums within 30 days of interview and selection. A potential candidate can be provisionally credentialed, however, the County has the discretion to immediately release the candidate if there are any negative reports. This could potentially speed up the onboarding process.

- g. Is the County open to utilizing electronic timekeeping systems provided by the vendor agencies?

**Answer:** Yes, this is an option with more discussion as long as vendors are willing to train all LACDMH employees that will need to utilize their electronic timekeeping system for the purpose of approving timecards and using timecard data to validate invoice for payment.

- h. Under what circumstances would the DMH utilize this contract vehicle? And what are the most common reasons for utilization of the services? (call offs, parental leave, role vacancy, etc.)?

**Answer:** We would utilize this contract for shortage of personnel in the case where permanent employees are on long term leave or where positions in areas of critical need with long term vacancies.

- i. Under any circumstances will the providers be required to drive throughout their work-day?

**Answer:** There are some circumstances, however, this is not common and would be specific to Field Based Team Psychiatry.

- j. If providers are required to drive as part of their normal clinical practice (mobile practice), will they utilize a county owned car, or their own personal vehicle?

**Answer:** If the use of a vehicle is necessary, the use of a County vehicle would be possible or their personal vehicle is an option as well. It's at the discretion of the psychiatrist.

- k. If providers are required to utilize their own vehicle to commute during their clinical hours, is the County open to covering the cost of mileage for these physicians?

**Answer:** Yes, however, the County will only cover the cost of mileage for work related business during the work day. The cost of travel is not covered from home to the worksite and from the worksite to home.

- l. What is the current annual spend for these services under the existing agreements?

**Answer:** Currently, we do not have an existing agreement.

- m. What is the anticipated future annual spend for services allocated under this contract?

**Answer:** The anticipated annual expenditure for these services is \$5,679,107.20 allocated under this contract.

n. How many FTEs does the County anticipate utilizing under this contract?

**Answer:** Currently, we are starting with 10. However, this number would increase based on the needs of the LACDMH.

o. Why is the County issuing this RFSQ at this time?

**Answer:** This is assist with the shortage of psychiatrists throughout the LACDMH until such time as these positions can be filled permanently.

p. Please provide the name of all incumbent agencies and their pricing for the services outlined in the RFSQ.

**Answer:** LACDMH does not have incumbent contracted agencies at this time. The Department of Health Services (DHS) has contracts for these services. This information can be requested to DHS directly.

2) RFSQ, Section 2.4 Master Agreement Process, Page 2, Quote: "The objective of this RFSQ process is to secure one or more qualified Vendors to provide as-needed psychiatry services. Specific work requirements are included in Exhibit A - Statement of Work (SOW)."

a. How many agencies will be awarded?

**Answer:** LACDMH will award all those that meet our requirements and respond with a complete submission.

b. How many agencies currently have the contract?

**Answer:** LACDMH does not currently have have contracts for these services.

3) RFSQ, Section 2.6 Indemnification and Insurance, page 3, Quote: "Vendor will be required to comply with the Indemnification provisions contained in Appendix A (Master Agreement), Paragraph 8.22. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Master Agreement), Paragraphs 8.23 and 8.24."

- a. Would LACDMH consider modifications to the insurance requirements to align them with Contractor industry standards?

**Answer:** Insurance requirements are established by the Chief Executive Office (CEO) Risk Management and these are not negotiable.

- b. Would LACDMH accept SAM coverage included in another policy rather than a standalone SAM policy?

**Answer:** CEO Risk Management would have to approve.

- c. Is a COI required in submission of RFSQ? Or only upon an executed Master Agreement?

**Answer:** The COI is required upon Master Agreement execution.

- 4) RFSQ, Section 3.1, page 3, Quote: "Vendor must have three (3) years of experience, within the last five (5) years, providing medical personnel as stated in Paragraph 2.1 (Scope of Work). Please provide copies of business documentation that substantiates this experience."

- a. Can the County please list what qualifies as business documentation substantiating experience?

**Answer:** Any business documentation, certificates, licenses, Better Business Bureau items, that clearly detail the services provided and time.

- b. Outside of providing references, what documents would be needed to substantiate required experience?

**Answer:** See 4a above.

- 5) RFSQ, Section 7.4.2.1 Vendor's Background and Experience (Section A.1) Subsection III, page 17, Quote: "The Vendor must submit a detailed listing of temporary psychiatry specialties or expertise such as: eating disorders, neurocognitive disorders / pervasive developmental disorders, or obsessive-compulsive disorders or specialized treatment modalities (i.e. trauma-informed therapy, dialectical behavioral therapy, or emergency psychiatry services. This list must also include languages spoken other than English."

Will the County consider alternate pricing models allowing for differentials between onsite and telepsychiatry services, and on call services (as opposed to how it is listed in exhibit D)?

**Answer:** Yes, the County will consider.

- 6) Appendix A (Sample Master Agreement), Paragraph 2.0 Definitions, 2.1.12 Psychiatrist, Page 7, Quote: “Psychiatrist: a licensed physician specializing in the diagnosis and treatment of mental illness. A psychiatrist provides services to LACDMH sites (directly operated and contracted).”

Does the County understand that Locum Tenens Psychiatrists are all independent contractors, not employees of the Contractor or of the County?

**Answer:** Yes, the County is aware that all Locum Tenens are independent contractors and may not be employed by the contracting agency, however, we’re open to both those vendors who employ and place temporary psychiatrist employees, as well as those that use independent contractors.

- 7) Appendix A (Sample Master Agreement), Paragraph 8.23.12 Separation of Insureds, Page 30, Quote: “All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus uninsured exclusions or limitations”

To have separate insurance for our professional liability, we will need to get that approved by our insurance carrier and will need the anticipated hours worked (and address(es) for each anticipated annual hours). Can you please provide anticipated annual hours and work location addresses for each anticipated annual hours?

**Answer:** Annual Hours – 2,088

Palmdale MHC	(661) 575-1800	2260 E. Palmdale Blvd. Palmdale, CA 93550 Ste J
Antelope Valley MHC	(661) 723-4260	349-A East Ave K-6, Ste A Lancaster, CA 93535
Antelope Valley Wellness & Enrichment Center	(661) 974-8400	251 East Ave K-6, Ste H Lancaster, CA 93535
San Fernando MHC	(818) 832-2400	10605 Balboa Blvd, Ste 100 Granada Hills, CA 91344

RFSQ FOR AS NEEDED PSYCHIATRY SERVICES

DMH RFSQ NO. 12192023B1

Page 7

San Fernando Child & Family Center	(818) 256-1124	919 1st Street San Fernando, CA 91340
LAC-Olive View Community MHC	(818) 485-0888	14238 Saramac Lane, Sylmar, CA 91342
Santa Clarita Valley MHC	(661) 288-4800	23501 Cinema Drive, Ste 200 Valencia, CA 91355
Valley Coordinated Children's Services	(818) 708-4500	19231 Victory Blvd, Ste 110 Reseda, CA 91335
West Valley MHC	(818) 407-3200	20151 Nordhoff Street Chatsworth, CA 91311
Arcadia MHC	(626) 821-5858	330 East Live Oak Ave Arcadia, CA 91006
East San Gabriel Valley MHC	(626)-430-2900 (626) 430-2999	1359 N. Grand Ave Covina, CA 91724
Northeast MHC	(323) 478-8200	3303 N. Broadway Los Angeles, CA 90031
Korea Town	(213) 948-2980	510. S. Vermont Avenue Los Angeles, CA 90020
Hollywood MHC	(323) 769-6100	1224 N. Vine Street Los Angeles, CA 90038
Downtown MHC	(213) 629-6206	529 S. Maple Ave Los Angeles, CA 90014
Edelman MHC	(310) 966-6500	11080 W. Olympic Blvd Los Angeles, CA 90064
Edelman MHC Child	(310) 482-3200	11303 W. Washington Blvd Los Angeles, CA 90066
Augustus F. Hawkins MHC	(310) 668-4271	1720 E. 120 <sup>th</sup> St. Los Angeles, CA 90059
Compton MHC	(310) 668-6800	921 East Compton Blvd Compton, CA 90221
West Central MHC	(323) 298-3680	1720 E. 120 <sup>th</sup> St. Los Angeles, CA 90059
American Indian Counseling Center	(562) 402-0677	17707 S. Studebaker Rd Cerritos, CA 90703
Rio Hondo MHC	(562) 402-0688 (562) 403-0141 (Admission/Intake)	17707 S. Studebaker Rd Cerritos, CA 90703
Rio Hondo Centro De Bienestar	(323) 826-6300	6330 Rugby Avenue, Ste 200 Huntington Park, CA 90255

RFSQ FOR AS NEEDED PSYCHIATRY SERVICES

DMH RFSQ NO. 12192023B1

Page 8

Roybal Family MHC	(323) 267-3400	4701 Cesar Chavez Ave, 2 <sup>nd</sup> Fl Los Angeles, CA 90222
San Antonio Family Center	(323) 584-3700	2629 Clarendon Ave, 2 <sup>nd</sup> Fl Huntington Park, CA 90255
Long Beach MHC	(562) 599-9280	2600 Redondo Ave, 3 <sup>rd</sup> Fl Long Beach, CA 90806
San Pedro MHC	(310) 519-6100	150 West 7 <sup>th</sup> Street San Pedro, CA 90731
South Bay MHC	(323) 241-6730	2311 W. El Segundo Blvd Hawthorne, CA 90250
Coastal Asian Pacific MHC	(310) 217-7312	14112 S. Kingsley Drive Gardena, CA 90249
Long Beach Asian Pacific MHC	(562) 346-1100	4510 E. Pacific Coast Hwy Ste 600 Long Beach, CA 90804
Harbor UCLA Medical Center Adult Outpatient MHC	(424) 306-5701	1000 W. Carson Street Bldg D-5 Torrance, CA 90509
Harbor UCLA Child/Adolescent Program	(424) 306-5700	1000 W. Carson Street Torrance, CA 90509
Harbor UCLA Wellness Center	(310) 781-3400	21732 South Vermont Ave Ste 210 Torrance, CA 90502
Long Beach Child & Adolescent Program	(562) 599-9271	2600 Redondo Ave, 6 <sup>th</sup> Fl Long Beach, CA 90806
TIES for Families – South Bay	(310) 533-6600	21081 S. Western Ave Suite #295 Torrance, CA 90501

8) Appendix A (Sample Master Agreement), Paragraph 8.24.3, Page 31, Quote: “Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident”

a. Locum Tenens Physicians are independent contractors and as such are not employees. Therefore, Worker’s Compensation insurance would not be applicable. Will you waive these requirements for physicians?

**Answer:** The Master Agreement does not exclusively contract for physicians. It also contracts all the support personnel that are required to maintain Locum services to the County. This would include Locum’s dispatchers, clerical and Human Resources personnel. These requirements will not be waived and/or an



exception be granted. LACDMH will be significantly increasing the risk to the County for injuries that occur in the execution of this contract.

b. Is Worker's Comp required for 1099 Physicians?

**Answer:** A 1099 employee refers to an IRS designation for Tax purposes and is not considered by the State of California in cases of work related injuries. The definition of employee for California Workers Compensation is considerably different and can be found via this link; [https://www.dir.ca.gov/dlse/faq\\_independentcontractor.htm](https://www.dir.ca.gov/dlse/faq_independentcontractor.htm)

The State of California will use the Workers' Compensation system (Judge) to make the employment decision.

Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies all three of the following conditions:

- A. The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact;
- B. The worker performs work that is outside the usual course of the hiring entity's business; and
- C. The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

Locum is a temporary/leasing agency providing Physicians. This creates a unique exposure to the County hiring a temporary/leasing agency. It could be argued that in the ABC definition above the physicians could be considered an employees of the County. For this very reason we expect the Contractor (Locum) to meet the insurance requirements in the Master Agreement.

- 9) Appendix A (Sample Master Agreement) - Exhibit A (As Needed Psychiatry Services SOW), Section 1.0 Scope of Work, page 2, Quote: "Contractor will place psychiatrists in LACDMH sites to provide psychiatry services described herein on an as-needed basis, up to seven days per week, including evenings, holidays, and weekends."

If the Locum Tenens Doctors are expected to be on call after scheduled hours on weeknights, weekends, holidays, etc., how much is the County going to pay for the inconvenience of the doctor being on call?

**Answer:** The Locum Tenens will not be expected to be on call after hours. The current permanent staff provide the coverage for after hours, nights, weekends and being on-call.

10) Appendix A (Sample Master Agreement) - Exhibit A (As Needed Psychiatry Services SOW), Section 2.3 Crisis-related Telehealth Services, as applicable, page 3, Quote: “1) Urgent psychiatric consults for mobile crisis outreach teams, including whether a client meets criteria for medical necessity and for an involuntary hold and/or would benefit from psychotropic medication in the field to be administered by person(s) or team(s) responding to the crisis in the field; and...”

- a. Will this be shift work where we can bill the county by the hour for the doctor’s time even if the doctor isn’t seeing patients? For example, if a doctor is working an 8-hour shift from midnight to 8am we will need to pay the doctor for their time for every hour of their shift.

**Answer:** Yes, the County will pay hourly for the Locum Tenens Psychiatrist’s entire shift. However, the County will monitor to ensure there are no patterns of not working to full capacity.

- b. Is there a telehealth platform that is already being used or has been selected?

**Answer:** Yes, the County utilizes Vsee software.

11) Appendix A (Sample Master Agreement) - Exhibit A (As Needed Psychiatry Services SOW), Section 2.3 Crisis-related Telehealth Services, as applicable, page 3, Quote: “2) Psychiatrist will confer with crisis mobile response team to develop a plan of care for client.”

Does the psychiatrist have to travel in the mobile van, or travel separately, or join by video when called?

**Answer:** The Locum Tenen, when necessary for crises, would be asked to join via video when scheduled.

12) Appendix A (Sample Master Agreement) - Exhibit A (As Needed Psychiatry Services SOW), Section 5.4 Personnel, Subsection 5.4.1, page 7, Quote: “Contactor will assign a sufficient number of psychiatrists to perform the required clinical services and administrative staff to manage administrative tasks related

to the Contract. At least one Contractor employee must be authorized to act for Contractor in every detail and must speak and understand English.”

- a. Are there penalties incurred if unable to fill any of the openings?

**Answer:** Penalties are not readily incurred, however, if the County notices a pattern of a Contractor not providing quality psychiatrists or none at all, then the County can decide to discontinue using that Contractor.

- 13) Appendix A (Sample Master Agreement) - Exhibit A (As Needed Psychiatry Services SOW), Section 3.4 Data Collection, page 5, Quote: “Contractor will submit the following data on a monthly basis to the LACDMH Program Manager of the site where Contractor’s psychiatrist is assigned:

- a. Number of cases referred/scheduled;
- b. Number of cases seen;
- c. Average number of intakes seen per day, as applicable;
- d. Average number medication checks seen per day, as applicable;
- e. Mobile Crisis Outreach Team consultations and any follow-ups, as applicable;
- f. Average number of concurrent review charts completed per day, as applicable.”

How are we going to know this information? The County should have this info in their electronic health record, not us, and we have to pay the doctors by the hour for every hour they work.

**Answer:** This section will be removed by way of this Addendum No. 1

- 14) Appendix A (Sample Master Agreement) - Exhibit A (As Needed Psychiatry Services SOW), Section 5.7.1, page 7, Quote: “Contractor must provide training programs and continuing in-service training for all employees and contracted psychiatrists providing services under the Contract.”

What sort of training programs/in-service is being referenced in the above statement? We don’t provide any training for independent contractor Locum Tenens Psychiatrists. However, we will make sure the Locum Tenens Doctors attend any Necessary and/or Mandated Staff Training provided by the County.

**Answer:** We only ask that the Contractor enforce the requirement to attend mandated training. Locum Tenens Psychiatrists will receive all mandated training via the County’s training platform.

- 15) Appendix A (Sample Master Agreement) - Exhibit D (Billing and Payment), Paragraph III. Payment Subsection C, Page 8, Quote: "LACDMH shall pay all-inclusive hourly rates for psychiatrist services under this Master Agreement as follows:"

Description /Work Sites	Hourly Rate
1. Psychiatry Services - All LACDMH work sites, including tele psychiatry services.	\$258.81
2. Psychiatry Services - LACDMH work sites in the High Desert Area – Incentive for those Psychiatrists commuting 50 miles or more to in-person services	\$310.57
3. Psychiatry Services - Overtime and holiday rates will not be paid.	N/A

- a. May we add a Locums to perm conversion fee to the pricing?

**Answer:** Yes, It can be proposed, however it must be approved by the County's executive management team.

- b. Will price adjustments be allowed for the renewal years?

**Answer:** Yes, this is subject to funding availability.

- c. Can an agency submit a rate increase with each option year?

**Answer:** Yes, however the request is subject to evaluation and approval by the County's administrative staff

- d. If child and adolescents are treated, can the agency include pricing in the proposal?

**Answer:** The County's pricing is uniform for Child & Adolescent and Adult.

- e. Are agencies permitted to submit unique rates for pricing? Or are the rates listed in exhibit D uniform for all agencies?

**Answer:** The rates are uniform at this time.

- f. Will the County allow changes to the rates listed in Exhibit D? If not, from what market data were these rates derived?

**Answer:** Yes, we will review and consider proposed changes to the rates.

- 16) Appendix A (Sample Master Agreement) – Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement), Page 11, Quote: “Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors and independent contractors (Contractor’s Staff) that will provide services in the above referenced agreement are Contractor’s sole responsibility. Contractor understands and agrees that Contractor’s Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced Master Agreement.”

What is being referenced in the term “all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced Master Agreement.” In the quoted statement above?

**Answer:** County is not responsible for any bonuses, over-time pay, etc. for any duties conducted by Contractor’s staff in support of the services in the Master Agreement.

- 17) Appendix B (Required Forms) – Exhibit 4 (Debarment History and List of Terminated Contracts)

As some contracts contract lifecycles may end due to various reasons – there no longer is a staffing need, there may no longer be a budget, etc., would the LACDMH consider waiving this requirement?

**Answer:** No. This will not be waived. Proposer should include these reasons.

- 18) If an agency has a contract for psychiatric services at LA County Twin Towers facility, would winning this bid replace the previous contract?

**Answer:** No. That contract is with a different County Department – Department of Health Services (DHS). If awarded through this RFSQ, the Contractor would have two separate and distinct contracts – one with DMH and one with DHS.

- 19) Does the psychiatrist need to be board certified or will you accept board eligible?

**Answer:** No

- 20) Regarding the assignment duration, would the assignments typically cover just a few days for vacation or illness?

**Answer:** No

- 21) Would you hire to augment your staff for longer durations of time?

**Answer:** We may have assignments for a longer duration, but they will most likely not be at the same outpatient site.

- 22) Are any proposal exemptions permitted in submittal of RFSQ?

**Answer:** LACDMH will not accept exemptions to the Master Agreement or Statement of Work.

The following revision is being made to the RFSQ:

- 1) **Appendix A (Sample Master Agreement) - Exhibit A (As Needed Psychiatry Services SOW), Section 3.4 Data Collection** shall be deleted in its entirety.

Average number of concurrent review charts completed per day, as applicable.”  
Except for the revisions contained in this Addendum Number One, there are no other revisions to the RFSQ. All other terms and conditions of the RFSQ remain in full force and effect.

Thank you for your interest in contracting with the County of Los Angeles.

Sincerely,



Yanira Yeh  
Contract Development and Administration Division

- c: Anna Bruce  
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