COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MENTAL HEALTH, MENTAL RETARDATION
AND SUBSTANCE ABUSE SERVICES
Office of Administrative Services
P.O. Box 1797
Richmond, Virginia 23218-1797

Contract Renewal Notice

CONTRACT: Locum Tenens Services: Physicians

AUTHORIZED PURCHASING AGENCIES: All DMHMRSAS Facilities and those Community Services Boards that elect to utilize this contract

CONTRACT PERIOD: May 1, 2006 through April 30, 2007

CONTRACT VENDORS:

Contract Number 720C-03829-04F 01
Interim Physicians, Inc.
1040 Crown Pointe Parkway, Suite 120
Atlanta, Georgia 30338
Phone: 866-891-2617
FAX: 954-337-0202
FIN: 22-2493454
Contact: Christina Muffoletto
E-Mail: Christinamuffoletto@interimhealthcare.com

Contract Number 720C-03829-04F 02
J&C Nationwide
1150 Hammond Drive, Suite A-1200
Atlanta, Georgia 30329
Phone: 800-272-2707
FAX: 770-730-2870
FIN: 58-2547535
Contacts: Valerie Pichardo; E-Mail: VPichardo@jcnationwide.com
Randy Weikle; E-Mail: rweikle@jcnationwide.com

Contract Number 720C-03827-04F 03
Medical Doctor Associates, Inc.
145 Technology Parkway, NW
Norcross, Georgia 30092
Phone: 800-780-3500
FAX: 770-849-3628
FIN: 58-1761269
Contact: Daniel Matus (Extension 2178); E-Mail:matusd@mdainc.com
or Carol Meredith (Extension 2129); E-Mail:meredithc@mdainc.com

Contract Number720C-03827-04F 04
Psychiatrists Only, LLC
1935 Cliff Valley Way, Suite 220
Atlanta, Georgia 30329
Phone: 800-583-2256, Ext. 222
FAX: 404-315-9843
FIN: 58-2366414
Contact: Zachary Juno, Sr. Marketing Associate; E-Mail:
zjuno@psyonly.com or Wayne Parton, Vice President

Contract Number 720C-03827-04F 05
Staff Care, Inc.
5001 Statesman Drive
Irving, Texas 75061
Phone: 800-685-2272
FAX: 469-524-1530
FIN: 75-2404573
Contact: Dale Chamblee; E-Mail: Dchamblee@staffcare.com
Phone: 800-685-2272, Ext. 8590

Contract Number720C-03827-04F 06
VISTA Staffing Solutions
675 East 2100 South, Suite 390
Salt Lake City, Utah 84106
Phone: 800-366-1884
FAX: 801-487-8197
FIN: 87-0474292
Contact: Clarke Shaw

TERMS: Net 30 days

CONTRACT RENEWALS: This contract may be renewed by, and at the discretion of, the Department of Mental Health, Mental Retardation and Substance Abuse Services for two additional periods of one year each.

NOTE THE FOLLOWING INFORMATION AND INSTRUCTIONS FOR USING THIS CONTRACT:

- Use of Contract
- Contractor Requirements
- Terms and Conditions

By: Horace L. Ford, Jr.
Horace L. Ford, Jr., CPPO, VCO
March 2, 2006

USE OF CONTRACT

Requesting Services: When requesting services, Purchasing Agencies are expected to contact each of the six (6) Contract Vendors to request a "Placement Package" for review. Requests may be sent to the following e-mail or fax locations:

Interim Physicians: Christinamuffoletto@interimhealthcare.com. FAX: 954-337-0202
J&C Nationwide: Vpichardo@jcnationwide.com. FAX: 770-730-2870
Medical Doctor Associates: matusd@mdainc.com. FAX: 770-849-3628
Psychiatrists Only: johnp@psyonly.com. FAX: 404-315-9843
Staff Care: Dchamblee@staffcard.com. FAX: 469-524-1530
VISTA Staffing Solutions: khuish@vistastaff.com. FAX: 801-487-8197

Vendors will submit a separate Placement Package for each physician offered. The Purchasing Agency should set a due date for receipt of the Placement Packages. The due date should allow at least fourteen (14) days for the Contract Vendors to respond unless an emergency exists within the Purchasing Agency that will require a lesser response time. Purchasing Agencies are not required to but may accept Placement Packages submitted after the due date. Contract Vendors should present Placement Packages only for physicians who have agreed to accept the assignment if chosen. The placement package shall consist of, at a minimum, the following physician specific information. (Purchasing Agencies may request additional information as required.)

- Name.
- Training (copy of certificates).
  - Location.
  - Type.
- Specialty board eligibility or certification (copy of certificate).
- Provider number for physician.
- Current Virginia medical license (copy of certificate).
  - Restrictions.
  - History of loss of license in any state, commonwealth or territory.
- Drug Enforcement Agency (DEA) number and copy of certificate.
- Virginia Pharmacy Certificate.
- Hospital Privileges.
  - Name of hospitals.
  - Scope of practice privileges.
- Malpractice insurance.
  - Carrier name
  - Currency of coverage (copy of face sheet).
  - Scope of coverage (financial limits and procedures covered).
- Malpractice history.
  - Pending claims.
  - Successful claims against the physician, either judged or settled.
- Medicare, Medicaid, and federal tax identification numbers.
- Social Security Number
- Curriculum Vitae (CV) including a complete employment history and explanation for any gaps in employment. The Agency reserves the right to conduct reference checks and background investigations on any potential employee of the program.
- Previously successful or currently pending challenges to any licensure or any registration or voluntary relinquishment of such licensure/registration.
- Voluntary or involuntary termination of medical staff privileges or voluntary or involuntary limitation/reduction or loss of clinical privileges at another hospital.
- Involvement in a professional liability action, present or past, and any final judgment or settlements of any such action.

- Answers to the follow questions (Yes or No):
  - Suspension from government programs?
  - Suspension or restriction of DEA license?
  - Felony conviction?
  - Chronic or debilitation illness?
  - History of alcohol or drug abuse?
- Three letters of reference.
- Daily Rate. This daily rate shall not exceed the following maximum daily rates for the specified specialty and shall remain firm throughout the agreed-upon period of time for which the physician will be assigned. The daily rate shall include the daily rate that they physician will receive as well as the daily up-charge to cover transportation, lodging, physician per diem and Contractor's overhead and profit. The Contractor may be required to provide a breakdown of this rate and quote separate daily rates for physician pay, transportation, lodging and physician per diem. The maximum rates for each contract vendor are follows:

01 - Interim Physicians

	Maximum Daily Rate	Overtime Rate per Hour	On-Call Rate Per Night	On-Call Rate Per Weekend
Psychiatrist, Adult	$1,043	$150	$150	$500/Day *
Psychiatrist, Pediatric	$1,095	$200	$200	$600/Day *
Physician, Primary Care	$960	Rates quoted per assignment.		

* Weekend call rate for weeks of less than 40 hours: $1,000 for Adult Psychiatrists and $1,050 for Pediatric Psychiatrists.

02 - J&C Nationwide

	Maximum Daily Rate	Overtime Rate per Hour	On-Call Rate Per Night	On-Call Rate Per Weekend
Psychiatrist, Adult	$1,083	$156	$156	$469/day
Psychiatrist, Pediatric	$1,191	$156	$156	$469/day
Internal Medicine/Family Care	$925	$119	$115	$313/day

03 - Medical Doctor Associates

	Maximum Daily Rate	Overtime Rate per Hour	On-Call Rate Per Night	On-Call Rate Per Weekend	On-Call In-House
Psychiatrist, Adult	$991	$125	$125	$400/day	$20/hr
Psychiatrist, Pediatric	$1,017	$125	$125	$400/day	$20/hr
Internal Medicine/Family Care	$808	$110	$100	$275/day	$15/hr

Holiday On-Call Rates: $600 per day for Psychiatrists
$426 per day for Internal Medicine/Family Care

04 – Psychiatrists Only

	Maximum Daily Rate	Overtime Rate per Hour	On-Call Rate Per Night	On-Call Rate Per Weekend
Psychiatrist, Adult	$1,001	$155	$155	$500/day
Psychiatrist, Pediatric	$1,147	$155	$155	$500/day

05 – Staff Care

	Maximum Daily Rate	Overtime Rate per Hour	On-Call Rate Per Night	On-Call Rate Per Weekend
Psychiatrist, Adult	$1,034	$182	$167	$469/day
Psychiatrist, Pediatric	$1,061	$182	$167	$469/day
Internal Medicine/Family Care	$881	$146	$135	$381/day

06 – VISTA Staffing Solutions

	Maximum Daily Rate	Overtime Rate per Hour	On-Call Rate Per Night	On-Call Rate Per Weekend
Psychiatrist, Adult	$1,043	$170	$113	$430/day
Psychiatrist, Pediatric	$1,189	$170	$113	$430/day
Internal Medicine/Family Care	$918	$170	$113	$430/day

Comparison of Placement Packages: The Purchasing Agency should compare all placement packages received from the Contractors and determine the most appropriate physician that meets the Purchasing Agency's needs. This decision should be based upon information such as: (1) experience of physician; (2) references; (3) Proposed daily rate and overtime rates; (4) availability of the physician and (5) other considerations. The Purchasing Agency may, however, negotiate the rates (and may offer lodging and transportation alternatives) with the Contractor(s). The final rate accepted by the Purchasing Agency for a particular physician shall remain firm through the agreed upon period of the physician's service. Should this period of service be extended or major changes required in the physician's working hours or scope of work, the rate may be renegotiated. If more than one physician is presented that meets the Purchasing Agency's needs, the proposal offering the lowest overall cost should be selected. Purchasing Agencies should document why each Placement Package was or was not selected.

References: The Purchasing Agency may conduct reference checks and background investigations on any physician presented by the Contractor(s). The Purchasing Agency may interview and approve or disapprove any physician supplied by the Contractor and shall have the right at any time to determine unacceptable any physician supplied by the Contractor with or without cause. If termination is a result of causes related to conduct, unsatisfactory job performance or conditions of inadequate credentials, the terminated physician will be removed and replaced by the Contractor at no additional cost to the Purchasing Agency. In cases of below average job performance, the Purchasing Agency and the Contractor may agree on a plan to address the performance issues, to include removal and replacement if interventions are not successful.

Contractor Evaluation: The Purchasing Agency will be expected to report to the DMHMRSAS Office of Administrative Services on the responsiveness of contractor providers for each request for a locum tenens physician. This report should be submitted to the DMHMRSAS Office of Administrative Services no later than the end of the locum tenens physician's assignment. Included in this report will be the names of any contract provider that was not able to provide a placement package as well any contract provider that submitted a placement package for a physician who, once chosen, did not accept the assignment. Consistent failure of a contractor to provide adequate response to requests by purchasing agencies may result in either cancellation or non-renewal of that vendor's contract. (See "Annual Review" under Terms and Conditions.)

Permanent Placement: Should a Purchasing Agency (agency/facility) wish to hire a physician who has been assigned to that agency/facility as a locum tenens, the following provisions shall be effective:

- The hiring agency/facility shall pay a permanent recruitment/placement fee in the amount of $14,000.00 to the contractor from which the locum tenens physician was obtained in order to hire that physician as an employee of the agency/facility. This fee shall be paid within thirty (30) days of the receipt of an invoice or from the date that the physician is hired, whichever is later. The date of hire shall be the date on which an agreement is signed between the purchasing agency and the locum tenens physician to create an employer/employee relationship.

- The above-mentioned permanent recruitment/placement fee shall be waived in full in the event that the locum tenens physician works on a locum tenens assignment for at least ninety (90) consecutive work days (excluding vacation, sick leave, weekends and holidays) at the facility for which he/she is being hired as a permanent employee. The contractor shall be given at least two weeks notice of the agency's/facility's intention to hire the physician with the recruitment/placement fee waived. The expression of this intention may be made either before or after the physician has completed the initial ninety work day period.

CONTRACTOR REQUIREMENTS

Physicians must be able to provide medical care, in accordance with stated credentials, to patients within the framework of the Purchasing Agency's Medical staff by-laws and hospital physicians manual and consistent with the Purchasing Agency's policies and procedures. It is preferred that physicians be board certified. Services rendered must be consistent with the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and any other relevant policies, guidelines and standards as determined by the Purchasing Agency.

- Availability: Physicians must normally be available for a period of service of 30 working days or more per assignment; however, shorter term or part-time placements may also be requested. In addition and a no cost to the Purchasing Agency, physician:
  - Shall be free from mental or physical impairments that would restrict the individual from performing the services required.
  - Must be able to demonstrate immunity to Measles, Mumps and Rubella (MMR) through: Serological testing which shows seroApositivity to MMS or proof of vaccination (persons born prior to 1957 must have received one dose of MMR vaccine: persons born in 1957 or later must have received two doses of MMR vaccine).
  - Must be able to provide evidence, on an annual basis, of a current Purified Protein Derivative (PPD) reading or evaluation if known PPD reactor.
  - Shall speak, understand, read and write the English language fluently.
  - Shall hold current certification in Basic Life Support (BLS) and/or Advanced Cardiac Life support (ACLS).
  - Shall possess the required qualification/elements to be privileged and/or credentialed in accordance with the ordering facility's guidelines and procedures. Contractor's credentials/qualifications are subject to review by the Facility Director or designee of the ordering agency. These qualifications, at a minimum, will be based on Joint Commission on Accreditation of Healthcare Organization (JCAHO) quality standards for training, education, and competency.

- Duties: The physician, at a minimum, shall be expected to:
  - Accept the multi-disciplinary treatment team approach and act as a functioning member of the treatment team(s) to which he or she is assigned. He/she shall be subject to day-to-day supervision by facility personnel.
  - Provide care for acute and long-term patients through evaluation, diagnosis, treatment, prescribing of medications and responding to emergencies.
  - Serve as a member of any committee so designated by the Purchasing Agency.
  - Provide clinical supervision/leadership to a team of professionals for the Purchasing Agency.
  - Conduct daily ward rounds.
  - Provide documentation of services and treatment rendered in the patients' charts as required by federal and state regulations and as required by the policies established by the Purchasing Agency.
  - Provide in-service training to other professional staff as directed by the Purchasing Agency.
  - Provide professional consultation to the court system, when requested.
  - Provide supervision to any staff assigned.
  - Limit prescription to medications with the Purchasing Agency's pharmacy formulary, as required by the Purchasing Agency.

- Conduct: The physicians shall conduct themselves in a professional manner at all times and shall not behave in such a way so as to disrupt the general management of the Purchasing Agency where assigned. Contractor and physician shall comply with all Purchasing Agency regulations, administrative policies and procedures. Contractor and physician shall comply with instructions and requirements specified by the Purchasing Agency's Medical Director or individuals designated by

the Purchasing Agency to coordinate physician services. Physicians shall also conduct themselves in such a manner that he/she will not be suspected of conflicts of interests or impropriety by accepting entertainment, gifts or favors of any kind or by any other action that would result in financial profit to themselves or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved.

- Specialties: While most of the required placement under this contract will be in the field of adult psychiatry, other specialties may also be needed from this to time. These include pediatric psychiatry, internal medicine and family practice. Emergency physicians and dentists may also be obtained under this contract; however, approval by the Office of Administrative Services will be required.

TERMS AND CONDITIONS

WORKING HOURS: The Purchasing Agencies will determine working hours. The Purchasing Agency will be expected to indicate the anticipated working hours and conditions at the time that services are requested. While the required working hours may be changed by circumstances at the facility, any major change in status involving on-call coverage, weekend or overtime hours, may result in the renegotiation of the physician's daily rate of compensation.

ON-CALL COVERAGE: The Contractor may be required to provide on-call coverage on evenings and weekends consistent with the duties of other full-time physicians working at the Purchasing Agency's site. When "on-call" duty is assigned, the physician may be expected to remain at the Purchasing Agency's specified location from 5:00 p.m. to 8:00 a.m.

INSURANCE: The Contractor must offer evidence to the Purchasing Agency that any physician placed by the Contractor is covered by Health Care Practitioner liability insurance which meets the minimum level required under Section 8.01-581.15 of the *Code of Virginia.*

EXPENSES DUE TO CANCELLATION: Should any physician cancel services after review of credentials and acceptance/scheduling by the Purchasing Agency, the Contractor will reimburse the Purchasing Agency for all out-of-pocket expenses associated with the credentialing and acceptance/scheduling. These expenses include the cost of obtaining reports on background and credentials and shall not exceed $200.00.

TRANSPORTATION: The Contractor shall provide all transportation to and from Purchasing Agency site and all local transportation during the assignment. The cost for transportation shall be included in the "Daily Rate". Airfare included in this "Daily Rate" shall be based upon the lowest available cost—coach or economy airfare. The use of any airfare other than coach or economy must be approved in writing in advance, by the Purchasing Agency's Director or Purchasing Agent if it is to be included in computing the "Daily Rate". The Purchasing Agency will not further reimburse the Contractor for any travel-related expenses of the physician.

LOCAL HOUSING: The Contractor shall arrange and be responsible for providing local housing for the physician during the period of service. As an option, the Purchasing Agency may offer housing and, if acceptable to the Contractor and the Physician, no charge for housing shall be included in the Daily Rate.

PROFESSIONAL DEVELOPMENT: The Contractor shall provide for the continuing education and professional development of the physician. The Contractor shall make the physician available, as the Purchasing Agency requires, for orientation and training in the Purchasing Agency's policies and procedures, rules and regulations.

WORK AREA: The Purchasing Agency will provide the space, equipment and supplies (both medical and administrative), furniture, fixtures and utilities (including telephone) and other reasonable items required by the Contractor for use by the physician while the physician is performing services as requested by the Purchasing Agency.

CONTRACT COORDINATOR: The Contractor shall assign a Coordinator to handle and assist in any and all scheduling, billing and problem solving. The Coordinator shall be required to telephonically contact the Contracting Agency's contract administrator for the contract(s) that result from this solicitation. Contractor coordinators are identified on pages 1 and 2 of this Contract Award Notice.

QUALITY OF CARE: The Contractor and physicians shall consistently make every effort to ensure quality care is being provided. Furthermore, they shall work toward providing efficient and effective care, supporting or contributing to cost containment initiatives established at the site of work.

ANNUAL REVIEW: The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) reserves the right to review the performance of each contract provider on an annual basis and cancel the contract with any contractor that, in the judgment of the DMHMRSAS, has consistently failed to offer an acceptable "Placement Package" when requested. In conducting this review, DMHMRSAS will take into consideration failures caused by factors such as inadequate time provided for contractors to submit Placement Packages.

CONFIDENTIALITY: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) or to other agencies that may use this contract. Therefore, except as required by law, the Contractor agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties or authorization.
- Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level.
- Disclose to any other person or allow any other person access to any information related to DMHMRSAS or any of its facilities or any other user of this contract that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
- Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

  The Contractor understands that DMHMRSAS and other using agencies and their employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Commonwealth of Virginia may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this agreement may result in default.

The Contractor further assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

CREDENTIALS AND PRIVIDEGES: The Contractor agrees that practice at the Purchasing Agency site will be governed by and limited to privileges approved and granted by the Purchasing Agency, and that any changes in professional status, or any other changes that would affect the ability of any physician or other practitioner to provide services under this agreement will be reported immediately to the Purchasing Agency.

CRIMINAL HISTORY: The Purchasing Agency reserves the right to restrict activities required to provide these services herein to only persons who are without criminal convictions. This restriction shall not relieve the Contractor or Subcontractors of any requirements herein. Upon request of the Purchasing Agency, the contractor shall obtain and provide a criminal history background check on any persons assigned to this contract. The Purchasing Agency, at its sole decision, may determine that an individual possessing a criminal conviction poses no risk or threat to the agency, its employees, and clients, and may waive the restriction on a case-by-case basis. Section 37.1-20.3 of the *Code of Virginia* lists certain criminal convictions for which no waiver can be granted.

METHOD OF PAYMENT - INVOICES: The Contractor shall invoice each Participating Agency at least once monthly for all services rendered during the specified time period, including invoiced services provided by non-Contractor facilities. The Contractor will be paid on the basis of invoices submitted. Each invoice shall state the specific services rendered, dates of services and itemized cost for each service.