

AMENDMENT NO. 2  
MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
PHYSICIANS  
EMPLOYEE UNIT

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

BY AND BETWEEN

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

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

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

WHEREAS, on the 15<sup>th</sup> day of March, 2011 the parties amended this Memorandum of Understanding which was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to further amend the #324 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 4, Term, to change the termination date of the contract to September 30, 2013.
2. Amend Article 5, Renegotiation, to change all 2012 dates to 2013.
3. Amend Article 7, Salaries, by adding Section 8, Assignment of Incentive Payments.
4. Amend Article 21, Continuing Education to increase the number of hours that may be home study.
5. Add Article 35, Physician Registry, to this Memorandum of Understanding.

6. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors, and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

**Add to Article 7, Salaries:****SECTION 8            ASSIGNMENT OF INCENTIVE PAYMENTS**

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

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

On a one-time basis, eligible professionals who achieve meaningful use and have assigned incentive payments to the County will be reimbursed up to \$1,500 for the purchase of equipment such as computers, internet software and hardware that could be utilized for the EHR. Reimbursement will be made upon presenting the receipt of purchase to the designated management contact. The Department of Health Services will consult with UAPD over the reimbursement procedures within 90 days of the implementation of this amendment.

**ARTICLE 21**      **CONTINUING MEDICAL EDUCATION**

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

Full time, permanent, physician employees are allowed ten (10 ) days or eighty (80) hours per calendar year for approved continuing education purposes. Continuing education provided by County departments shall not count towards these ten (10) days or eighty (80) hours per year. Up to ten (10) days or eighty (80) hours may be home study.

Part-time physicians on permanent status working at least 20 hours per week are allowed five (5) days or forty (40) hours per calendar year for approved continuing education purposes. Continuing education provided by County departments shall not count towards these ten (5) days or forty (40) hours per year.

Travel is included as part of continuing education allowable and shall be deducted from the ten (10) days or eighty (80) hours per year for full time permanent employees; or five (5) days or forty (40) hours per year for part-time physicians on permanent status working at least 20 hours per week.

Attendance at Continuing Medical Education activities requires prior management approval. Such approval shall not be unreasonably denied. There shall be no accumulation of Continuing Medical Education leave.

“Home study” includes but is not limited to studying for Board Certifications, Board Recertifications, Journals, and any educational activities that enhance medical skills approved through the department.

**ARTICLE 35                    PHYSICIAN REGISTRY**

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

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

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

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

Compensation for the additional temporary position shall be 135% of the physician's normal base hourly wage. Hourly rates will be capped at 75% of the top tier rate for contractors in that medical specialty, or 110% of the physician's normal base hourly

wage, whichever is greater. This will be the total compensation for the temporary position. The secondary position will be without benefits of any kind.

If the CEO determines that there is a shortage of physicians within one of the specialties identified in the physician pay plan, the hourly rate may be adjusted.

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

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

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



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

UNION OF AMERICAN PHYSICIANS  
AND DENTISTS AUTHORIZED  
REPRESENTATIVES

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By \_\_\_\_\_  
JOHN MURILLO  
Regional Administrator  
Union of American Physicians  
And Dentists

By \_\_\_\_\_  
WILLIAM T FUJIOKA  
Chief Executive Officer