



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: A 12-109

Introduced: 5/25/2012

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Fourth Amendment to the Professional Services Agreement with Staff Care, Inc. to provide locum tenens services at NMC, extending the Agreement to June 30, 2013 and adding \$250,000 for Fiscal Year 2012-13 for a revised total Agreement amount not to exceed \$750,000 in the aggregate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Fourth Amendment to the Professional Services Agreement with Staff Care, Inc. to provide locum tenens services at NMC, extending the Agreement to June 30, 2013 and adding \$250,000 for Fiscal Year 2012-13 for a revised total Agreement amount not to exceed \$750,000 in the aggregate.

SUMMARY/DISCUSSION:

NMC entered into an agreement with Staff Care, Inc. on February 1, 2009 to provide locum tenens services. NMC utilizes locum tenens (temporary) physicians during periods when its employed/contracted physicians are not available (e.g., vacation; illness; continuing medical education; etc.) to provide health care services vital to NMC's continued operation. NMC pays locum tenens companies for physician services based on an hourly/daily rate specific to each medical specialty. Rates are all-inclusive of travel, lodging and associated expenses and have been negotiated separately with each locum tenens company.

In order to find highly qualified temporary physicians that match the position we are trying to cover and are available on sometimes very short notice, it is necessary that NMC contract with multiple locum tenens companies. The use of locum physicians varies and is dependent on the need to temporarily replace an absent physician. In Fiscal Year 2011-12, the use of locum physicians increased due to the unexpected departure of two full time physicians in Internal Medicine. NMC wishes to amend the Professional Services Agreement with Staff Care, Inc. to extend the term of the agreement for an additional twelve (12) months and continue to utilize their resources to secure quality physicians to cover vital services at NMC. The additional \$250,000 in Fiscal Year 2012-13 is necessary on a contingency basis.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions.

Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The total cost of this amended Agreement is not to exceed \$750,000 and \$250,000 is included in the fiscal year 2012-13 recommended budget. There is no impact to the General Fund.

Prepared by: Jeanne-Ann Balza, Management Analyst, 783.2506

Approved by: Harry Weis, Chief Executive Officer, 783.2553

Attachments:

Amendments 1-4, Agreement



Harry Weis, CEO



Monterey County

Board Order

168 West Alisal Street,
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831.755.5066

Agreement No. A-11430

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Fourth Amendment to the Professional Services Agreement with Staff Care, Inc. to provide locum tenens services at NMC, extending the Agreement to June 30, 2013 and adding \$250,000 for Fiscal Year 2012-13 for a revised total Agreement amount not to exceed \$750,000 in the aggregate.

PASSED AND ADOPTED on this 26th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 26, 2012.

Dated: July 27, 2012
File Number: A 12-109

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

FOURTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "**Amendment**") is made and entered into as of July 1, 2012, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and STAFF CARE, INC. ("**Contractor**") with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "**Clinic**") under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Service Agreement dated February 1, 2009, as amended on July 1, 2010, March 1, 2011, and July 1, 2011 (collectively, the "**Agreement**") pursuant to which Contractor provides referrals for locum tenens physician services.

C. Hospital and Contractor desire to amend the Agreement.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Amended Section 2**. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "During the period of February 1, 2009 and June 30, 2013, the maximum obligation of the County for services provided hereunder shall not exceed seven hundred and fifty thousand dollars \$750,000."

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

STAFF CARE, INC.

Date: May 30, 2012

By: [Signature]
Its Senior Manager of Sales

By: [Signature]
Its REGIONAL V.P. OF SALES

Tax I.D. No. 75-2404573

NATIVIDAD MEDICAL CENTER

By: [Signature]
Contracts/Purchasing Manager

Purchase Order Number _____
Date: 7-1, 2012

By: Andrew Rosenberg Date: JUN 11, 2012
Natividad Medical Center Representative

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

[Signature]
Stacy Saetta, Deputy County Counsel

Date: 6/4, 2012

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 6-12

STAFF CARE INC
 FEE SCHEDULE, ALL-INCLUSIVE RATES
 7/01/2012 – 6/30/2013

For rates of Specialties not listed on this Rate Sheet refer to Exhibit A-1 of this Agreement

Specialty	Daily Rate 8 hr day	Premium Paid after 8 hrs per day	Weeknight call Premium paid for all hours worked	Weekend Call Premium paid for all hours worked	24 Hour Call (24 hr period) Includes 4 hours of patient contact	Reassignment Fee
Hospitalist	\$185/hr	N/A	\$250	N/A	N/A	\$20,000
General Surgery	\$1880	\$325	\$325	\$1880	\$2050	\$20,000
Pulmonology	\$2400	\$325	\$270	\$2400	\$2400	\$20,000
Ped - Hospitalist	\$155/hr	N/A	\$200	N/A	N/A	\$20,000
Pediatrics (outpatient)	\$1060	\$160	\$160	\$1060	\$1060	\$20,000
Family Practice (outpatient)	\$1060	\$160	\$160	\$1060	\$1060	\$20,000
Internal Medicine (outpatient)	\$1060	\$160	\$160	\$1060	\$1060	\$20,000

Definitions

Daily Rate: Charged daily rate as an 8 hour work day. Premium rate is charged for all hours of patient contact exceeding 8 hours.

Premium Rate: Hourly overtime rate.

Weeknight On-Call: Charged nightly to have PHYSICIAN on call. Premium is charged for all patient contact while on call.

Weekend On-Call: Charged per 24 hour period to have PHYSICIAN on call. Premium is charged for all patient contact while on call.

24 Hour Call: Used for call only assignments. Charged per 24 hour period. Rate includes 4 hours of patient contact. Premium rate is charged for all hours worked exceeding 4 hours per 24 hour period.

Reassignment Fee: NMC agrees to pay CONTRACTOR reassignment fee as indicated above on the fee schedule for the reassignment of each PHYSICIAN presented to NMC or any organization affiliated with NMC if such PHYSICIAN becomes a permanent employee of NMC or an affiliate of NMC within (1) year after such PHYSICIAN is presented or after PHYSICIAN ceases to provide services to NMC.

Holiday Premium: A rate of one half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by NMC. IF PHYSICIAN remains in the assignment community, whether or not services are actually provided. If PHYSICIAN is required to be on call NMC will pay the full Daily Rate. If Physician has any patient contact or is required to report to CLIENT'S facility at any time on a HOLIDAY, CLIENT will pay the full Daily Rate for PHYSICIAN plus the Holiday Premium which includes 4 hours of patient contact. NMC will be charged Premium rate for hours exceeding 4 hours on any of these Holidays.