



Monterey County

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

Board Order

Agreement No.: A-11430

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

- a. Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Fifth Amendment to the Professional Services Agreement (A-11430) with Staff Care Inc. to provide locum tenens services at NMC extending the term to June 30, 2014 and adding \$250,000, for a revised total Agreement amount not to exceed \$1,000,000 in the aggregate (for the period February 1, 2009 to June 30, 2014); and
- b. Authorized the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 25th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Potter

NOES: None

ABSENT: Supervisor Parker

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 25, 2013.

Dated: June 27, 2013
File Number: A 13-111

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

By Denise Hancock
Deputy



Monterey County

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Salinas, CA 93901
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Board Report

Legistar File Number: A 13-111

June 25, 2013

Introduced: 5/30/2013

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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- b) Authorize the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- c) Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Fifth Amendment to the Professional Services Agreement (A-11430) with Staff Care Inc. to provide locum tenens services at NMC extending the term to June 30, 2014 and adding \$250,000, for a revised total Agreement amount not to exceed \$1,000,000 in the aggregate (for the period February 1, 2009 to June 30, 2014); and
- d) Authorize the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

NMC entered into an agreement with Staff Care Inc. on February 1, 2009; as amended July 1, 2010; July 1, 2011; and July 1, 2012 to provide locum tenens services. Locum tenens (temporary) physicians are utilized 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 wishes to amend the Agreement with Staff Care Inc. to extend the term an additional twelve months and increase the maximum liability of the Agreement in order to continue to utilize locum tenens physicians in these patient care areas. NMC negotiated new rates for some specialties, no more than 3%. Most rates remain the same for services provided by locum tenens physicians, which vary by specialty and are all-inclusive of travel, lodging and associated expenses.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The total cost for this Amendment/Agreement is \$1,000,000 for the period February 1, 2009 to June 30, 2014. \$73,199.50 was disbursed in Fiscal Year 2009/2010; \$156,175 was disbursed in Fiscal Year 2010/2011; \$150,901.50 was disbursed in Fiscal Year 2011/2012 and \$250,000 was disbursed in Fiscal Year 2012/2013. \$250,000 is included in the Fiscal Year 2013/2014 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

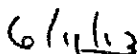
Attachments:

First-Fifth Amendment, Agreement

Originals on file at the Clerk of the Board



Harry Weis, CEO



Date

FIFTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "**Amendment**") is made and entered into as of July 1, 2013, 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 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, July 1, 2011, and July 1, 2012 (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, 2014, the maximum obligation of the County for services provided hereunder shall not exceed one million dollars \$1,000,000."
- 3. **Amended Exhibit A.** Exhibit A is deleted and replaced in its entirety and attached hereto as Exhibit A.
- 4. **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.
- 5. **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.
- 6. **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 21, 2013

By: [Signature]
Its Regional Vice President

By: [Signature]
Its Senior Manager of Sales



NATIVIDAD MEDICAL CENTER

Purchase Order Number

By: [Signature]
Contracts/Purchasing Manager

Date: 6-28, 2013

By: [Signature]
Natividad Medical Center Representative

Date: 5/22, 2013

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

[Signature]
Stacy Saetta, Deputy County Counsel

Date: 5/29, 2013

Reviewed as to fiscal provisions

[Signature]
Auditor/Controller
County of Monterey

5-30-13

STAFF CARE INC

FEE SCHEDULE, ALL-INCLUSIVE RATES

7/01/2013 -- 6/30/2014

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	\$200/hr	\$200/hr	\$250	N/A	\$2500	\$25,000
General Surgery	\$2050	\$325	\$325	\$2050	\$2300	\$25,000
Pulmonology	\$2500	\$325	\$300	\$2500	\$2700	\$25,000
Pulmonology (outpatient)	\$2500	\$325	\$300	\$2500	\$2500	\$25,000
Acute Rehab	\$1750	\$300	\$300	\$1750	\$2250	\$25,000
Orthopedic Surgery	\$2100	\$375	\$350	\$2100	\$2700	\$25,000
Trauma Surgery	\$280/hr	\$380	\$350	\$2250	\$2800	\$25,000
ICU	\$280/hr	\$280	\$300	\$2250	\$2800	\$25,000
Cardiology – non- invasive	\$2200	\$350	\$350	\$2200	\$2500	\$25,000
Cardiology – Invasive	\$2600	\$400	\$400	\$2600	\$3000	\$25,000
Cardiology - Interventional	\$3000	\$450	\$450	\$3000	\$3500	\$25,000
Gastroenterology	\$2600	\$340	\$340	\$2600	\$3000	\$25,000
Ped - Hospitalist	\$180/hr	\$180/hr	\$200	N/A	\$2,000	\$25,000
Pediatrics (outpatient)	\$1200	\$190	\$190	\$1200	\$1200	\$25,000
Family Practice (outpatient)	\$1200	\$190	\$190	\$1200	\$1200	\$25,000
Internal Medicine (outpatient)	\$1200	\$190	\$190	\$1200	\$1200	\$25,000

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.