

AMENDMENT No. 3 TO AGREEMENT A-11776

This Amendment No. 3 to Agreement A-11776 is made and entered into by and between the County of Monterey (hereinafter referred to as "County"), and Jackson & Coker Locum Tenens, LLC (hereinafter referred to as "Contractor").

WHEREAS, the County and the Contractor have heretofore entered into a Professional Services Agreement to provide referrals for Locum Tenens service Providers for the period of July 1, 2010 to June 30, 2012 (Agreement A-11776); and

WHEREAS, on or about June 11, 2012, the County and Contractor entered into an executed Amendment No.1 to extend the term date and increase the rate of services; and

WHEREAS, on or about June 17, 2014, the County and Contractor entered into an executed Amendment No 2 to extend the term date July 1, 2010 to June 30, 2016, increase the maximum County obligation to \$360,000, increase the rate of services, and include an additional specialty of locum tenens Psychiatric Nurse Practitioner; and

WHEREAS, the County and the Contractor wish to amend the Agreement as specified below:

1. Increase the total amount payable by County to Contractor by \$320,000 for FY 2015-16, for a maximum County obligation of \$680,000.
2. Include privacy language in EXHIBIT A.

NOW THEREFORE, the County and the Contactor hereby agree to amend the agreement in the following manner:

1. Paragraph 2 of the original agreement is amended to read as follows: "PAYMENTS BY COUNTY. The total amount payable by County to Contractor under this Agreement shall not exceed the sum of \$680,000."
2. Amendment No.2 EXHIBIT A-2 – SCOPE OF SERVICES is replaced with AMENDMENT No. 3 EXHIBIT A-3 – SCOPE OF SERVICES. All references in the Agreement to EXHIBIT A – SCOPE OF SERVICES shall be construed to refer to AMENDMENT No. 3 EXHIBIT A-3 – SCOPE OF SERVICES.
3. Amendment No.2 EXHIBIT A-2 – Part 2 Payment Provisions is replaced with AMENDMENT No. 3 EXHIBIT A-3 – Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A – Part 2 shall be construed to refer to AMENDMENT No. 3 EXHIBIT A-3 – Part 2 Payment Provisions.
4. All other terms and conditions of Agreement A-11776 shall remain in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 3 to Agreement A-11776 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Mike Derr, Contracts/Purchasing Officer

By: Dana Massey
Signature of Chair, President, or
Vice-President

Dated: _____

Dana Massey-VP - Government Healthcare
Printed Name and Title

Director of Health

Dated: 04/13/2016

Dated: _____

By: Dennis J. Stockwell
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Form:

Dennis J. Stockwell, Secretary
Printed Name and Title

Stacy L. Saetta, Deputy County Counsel

Dated: 4/13/16

Dated: May 9 2016

Approved as to Fiscal Provisions:

Gary Giboney, Auditor/Controller

Dated: 5-26-16

RISK MANAGEMENT
COUNTY OF MONTEREY
Approved as to Liability Provisions:
**APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**

Steve Mauck, Risk Management

By: Daphnia Schumaker
Date: 5-19-16

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Approval by County Counsel is required.
Approval by Auditor-Controller is required.
Approval by Risk Management is necessary only if changes are made to Sections 8 and 9.

**Amendment No. 3 EXHIBIT A-3
SCOPE OF SERVICES**

I. IDENTIFICATION OF CONTRACTOR

Name: Jackson & Coker Locum Tenens, LLC
Address: 406 W. South Jordan Parkway, Suite 600
South Jordan, UT 84095
866-999-8396

II. SCOPE OF SERVICES

1. WHEREAS, CONTRACTOR shall refer a locum tenens psychiatrist and psychiatric nurse practitioners who shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, *et seq.*), Part 2.5 of Division 5 of the California Welfare & Institutions Code, Titles 9 and 22 of the California Code of Regulations, Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.*; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 *et seq.*]; California Code of Regulations, Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 *et seq.*; where applicable.
2. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to refer locum tenens to COUNTY in the following specialty:

Physician
 - PsychiatryNurse Practitioner
 - Psychiatry

III. SERVICES/OBJECTIVES BY CONTRACTOR

1. CONTRACTOR shall search, screen, and pre-qualify potential Provider (hereinafter referred to as "Provider") meeting job specifications provided by COUNTY.
2. CONTRACTOR shall fully inform COUNTY of Provider's qualifications and provide a copy of an up-to-date Curriculum Vitae to COUNTY for review, at all times for Physicians and Nurse Practitioners who are Board Certified or Board Eligible.
3. CONTRACTOR shall process a Disciplinary Action report from the Federation of State Medical Boards for each Provider presented. COUNTY will be notified of any discrepancies or disciplinary actions against presented physician(s) and nurse

practitioners at presentation, and as CONTRACTOR becomes aware of any issues during the course of COUNTY work.

4. CONTRACTOR shall provide to COUNTY current copies of provider specific credentialing information as follows:
 - a) Professional Liability Insurance
 - b) California Medical License/California Nurse Practitioner License
 - c) National Provider Identifier (NPI)
 - d) Drug Enforcement Administration (DEA)
 - e) American Board of Medical Specialty Certification Certificate (if applicable)
 - f) ECFMG (if applicable)
 - g) Driver's License
5. CONTRACTOR shall verify the Provider's Tuberculosis test and send updated results to COUNTY, within one (1) year of exam, at all times.
6. CONTRACTOR shall provide to COUNTY three (3) written references and two (2) facility verifications (current, within a two-year time frame) for the Provider at the time physician is referred to COUNTY, at all times.
7. CONTRACTOR shall conduct preliminary Provider's reference checks (including background checks) and State of California medical/nurse practitioner license verification and provide the results of all checks and verifications to COUNTY, upon COUNTY request.
8. CONTRACTOR shall process a full American Medical Association (AMA) Credentials Verification Report for each Provider presented to verify physician Curriculum Vitae (CV), upon COUNTY request.
9. CONTRACTOR shall refer only Providers eligible to be a "Participating Physician/Nurse Practitioner" in the Medicare and Medi-Cal Program in order to permit the COUNTY to bill for Contracted Services.
10. CONTRACTOR shall notify the COUNTY immediately upon the occurrence of any event or circumstance as CONTRACTOR becomes aware of the event or circumstance, which may affect the completion of the provider's assignment.
11. If provider fails to start assignment at COUNTY as agreed to/or terminates assignment early, CONTRACTOR will make best efforts as expeditiously as possible to recruit for a replacement candidate, subsequent to the approval of the COUNTY at no additional charge.

IV. SERVICES/OBJECTIVES BY COUNTY

1. COUNTY shall provide CONTRACTOR an accurate practice description, upon CONTRACTOR request.

2. COUNTY shall provide CONTRACTOR background information regarding the work site, hospital and/or the community (which ever is applicable), upon CONTRACTOR request.
3. COUNTY shall be responsible for credential verification and privileging of hired applicants, at all times.
4. COUNTY shall specify to CONTRACTOR specialty need and whether it is for inpatient care; outpatient care; and whether assignment includes supervision and oversight of Resident Physicians.
5. COUNTY shall have the right to immediately terminate this agreement if provider, in the judgement of the COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene. COUNTY shall immediately notify the provider and the CONTRACTOR by telephone or in person. The provider and representative(s) of the CONTRACTOR may meet the COUNTY to determine whether the provider will be reinstated in the assignment at the COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

V. SERVICES BY CONTRACTOR REFERRED PROVIDER (LOCUM TENENS)

1. CONTRACTOR referred Provider shall perform his or her professional medical duties in accordance with: (a) applicable Federal, State and County laws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in the State of California; (c) applicable requirements of third party payor programs; and (d) County and Health Department policies and procedures.
2. CONTRACTOR referred Provider shall agree to be a "Participating Physician" in the Medicare and Medi-Cal Program in order to permit the COUNTY to bill for Contracted Services.
3. CONTRACTOR referred Provider shall assure that the medications, procedures and laboratory testing ordered for each patient, is not only medically necessary for diagnosis and/or treatment, but also compliant to the specifications of the program.
4. CONTRACTOR referred Provider agrees to complete any billing and credentialing paperwork prior to, during the duration of, and after rendering service to the COUNTY.
5. CONTRACTOR referred Provider shall possess some experience/knowledge of working techniques of an electronic health records program system.
6. CONTRACTOR referred Provider shall adhere to the COUNTY's Confidentiality Policies. CONTRACTOR referred Provider shall be considered members of COUNTY's "workforce," as that term is defined by the HIPPA regulations at 45 C.F.R. § 160.103, and shall be subject to COUNTY's policies respecting confidentiality of medical information (as defined in Section II, Paragraph 1.). If the CONTRACTOR

suspects a breach of any of these policies, CONTRACTOR must notify the COUNTY Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages to the CONTRACTOR.

7. CONTRACTOR referred Provider shall not discuss, transmit, or narrate in any form any individually identifiable patient information, medical or otherwise, obtained in the course of these services except as a necessary part of the services.

VI. GENERAL PROVISIONS

In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section III, Paragraph 5, Section V, Paragraph 1, Section IV, Paragraph 6 and 7. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

**Amendment No. 3 Exhibit A-3 – Part 2
Payment Provisions**

I. PAYMENT PROVISIONS

A. PAYMENT TYPE

Negotiated Rate (NR) with rate established in contract. It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the Agreement in accordance with Exhibit A-2 - Part 2 rate sheet attached hereto.

B. PAYMENT CONDITIONS

1. In order to receive any payment under this Agreement, CONTRACTOR shall submit claims in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the COUNTY no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices shall be billed directly to Behavioral Health Bureau of the Health Department.
2. If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
3. COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by the COUNTY.
4. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within 20 days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
5. Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive reimbursement for travel, lodging, or meal expenses.

II. MAXIMUM LIABILITY

Subject to the limitation set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$680,000** for services authorized pursuant to this Exhibit.

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2010 to June 30, 2013	\$ 90,000
July 1, 2013 to June 30, 2014	\$ 90,000
July 1, 2014 to June 30, 2015	\$90,000
July 1, 2015 to June 30, 2016	\$410,000
MAXIMUM COUNTY OBLIGATION	\$680,000

AMENDMENT No. 2 EXHIBIT A 2-Part 2- Payment Provisions	COMMERCE		CITY		HOLIDAYS	OTHER	
	All Inclusive Daily Rate	Daily/rounds Rate	Overtime/Premium Rate	Weeknight Call	Weekend Call	Administrative Services/Daily	Reassignment (Permanent Placement) Fee
Jackson & Coker Locum Tenens, LLC Locum Tenens Psychiatry Specialty	\$1,592.00	\$199.00	\$225.00	\$636.00	\$796.00	\$34.00	\$25,000
Psychiatry Inpatient	\$1,592.00	\$199.00	\$225.00	N/A	\$796.00	\$34.00	\$25,000
Psychiatry Outpatient	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Psychiatry Child & Adolescent Inpatient	\$1,672.00	\$209.00	\$234.00	N/A	\$836.00	\$34.00	\$25,000
Psychiatry Child & Adolescent Outpatient	\$1,194.00	\$149.25	\$168.75	\$477.00	\$597.00	\$34.00	\$19,000

*Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses.

DEFINITIONS:

All Inclusive Rate:	Charged daily and defined as an 8-hour work day.
Overtime/Premium Hourly Rate:	Hourly overtime/premium rate after a 40-hour week
Weeknight On-Call:	Charged nightly to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.
Weekend On-Call:	Charged by 24-hour period to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.
24 Hour-Call:	Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.
Holidays:	A rate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call, COUNTY will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to COUNTY's facility on one of these holidays, COUNTY will pay the full Daily Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays.
Administrative Services:	The administrative service fee is applicable for each calendar day the PROVIDER delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding COUNTY's verification forms to third parties and continuous follow-up to ensure completed forms are returned to COUNTY in a timely manner, and coordinating travel itineraries.
Reassignment (Permanent Placement) Fee:	COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on payment provisions of Exhibit A for the reassignment of PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER becomes a permanent employee of COUNTY or an affiliate of COUNTY within eighteen (18) months after such PROVIDER is presented to COUNTY or after PROVIDER ceases to provide services to COUNTY.