

AMENDMENT NO. 6
To
Agreement for Professional Services
By and between
County of Monterey and Medical Doctor Associates.

This Amendment No. 6 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Medical Doctor Associates, hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, the County and Contractor have heretofore entered into a Professional Services Agreement to provide referrals for Locum Tenens service Providers for the period of December 1, 2009 to June 30, 2012 ("Agreement"); and

WHEREAS, on or about March 1, 2010, the County and Contractor entered into an executed Amendment No. 1 to increase the total amount payable by County to Contractor by \$165,000 for FY 2009-10 and \$75,000 for FY 2010-11; and

WHEREAS, on or about October 26, 2010, the County and Contractor entered into an executed Amendment No. 2 to increase the total amount payable by County to Contractor by \$220,000 for FY 2010-11; and

WHEREAS, on or about May 12, 2011, the County and Contractor entered into an executed Amendment No. 3 to increase the total amount payable by County to Contractor by \$30,000 for FY 2010-11; and

WHEREAS, on or about November 21, 2011, the County and Contractor entered into an executed Amendment No. 4 to increase the total amount payable by County to Contractor by \$19,000 for FY 2011-12; and

WHEREAS, on or about January 10, 2012, the County and Contractor entered into an executed Amendment No. 5 to increase the total amount payable by County to Contractor by \$150,000 for FY 2011-12; and

WHEREAS, the parties desire to amend the Agreement as specified below.

NOW THEREFORE, the County and Contractor hereby agree to amend the Agreement, as previously amended, as follows:

1. Section 2, Payments by County, as previously amended, is amended to increase the total amount payable by County to Contractor by \$945,000 for a combined amount not to exceed \$2,134,000 for the term of the Agreement.

2. Section 3, Term of Agreement, is amended to extend the term of the Agreement to June 30, 2015 for a new term of December 1, 2009 to June 30, 2015.
3. AMENDMENT NO. 5 TO EXHIBIT A is replaced with EXHIBIT A-6. All references in the Agreement to AMENDMENT NO. 5 TO EXHIBIT A shall be construed to refer to EXHIBIT A-6
4. EXHIBIT C is replaced with EXHIBIT C-6. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-6.
5. Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 6 and shall continue in full force and effect as set forth in the Agreement.
6. A Copy of this Amendment No. 6 shall be attached to the Agreement.
7. The effective date of this Amendment No. 6 is July 1, 2012.

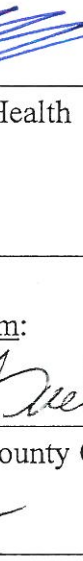
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 6 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY

By: 
Ray Bullick, Director of Health
Department of Health


Date: 5/11/12

Approved as to Legal Form:

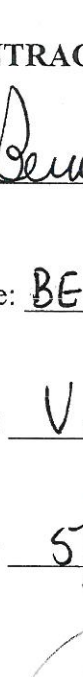
By: 
Stacy L. Saetta, Deputy County Counsel

Date: 5/16/12

Approved as to Fiscal Provisions:

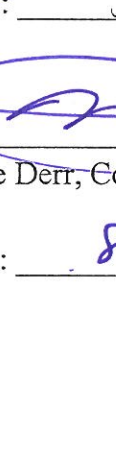
By: 
Gary Giboney, Auditor-Controller

Date: 5-17-12

By: 
Mike Derr, Contracts/Purchasing Officer

Date: 5-7-12

CONTRACTOR

By: 
Bernie Cole, VP

Name: BERNIE COLE

Title: V.P

Date: 5/15/12

By: 

Name: JAMES E GINTER

Title: PRESIDENT

Date: 5/15/12

EXHIBIT A-6
SCOPE OF SERVICES
&
PART 2 - PAYMENT PROVISIONS

I. IDENTIFICATION OF CONTRACTOR

Name: Medical Doctor Associates
Address: 145 Technology Parkway NW
Norcross, GA 30092
800-780-3500

II. SCOPE OF SERVICES

1. WHEREAS, CONTRACTOR shall refer a locum tenens psychiatrist 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, and Titles 9 and 22 of the California Code of Regulations.
2. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to refer locum tenens to COUNTY in the following specialties:

Physician

- Psychiatry
- Family Practice
- Internal Medicine
- Obstetrics and Gynecology
- Pediatrics
- Pediatric Cardiology

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 the specialties of Psychiatry, Family Practice, Internal Medicine, Obstetrics and Gynecology, Pediatrics and Pediatric Cardiology, CONTRACTOR shall only provide Curriculum Vitae for Physicians who are Board Certified. CONTRACTOR may forward Curriculum Vitae for Board Eligible Physicians upon request by COUNTY.
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), at all times, at presentation and/or 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

- c) National Provider Identifier (NPI)
 - d) Drug Enforcement Administration (DEA)
 - e) Board Certification Certificate
 - f) CPR Certification
 - g) ACLS, PALS and/or NRP Certification
 - h) ECFMG (if applicable)
 - i) Driver's License
 - j) Social Security Card
 - k) Other credentialing documents as requested by COUNTY
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 and State of California medical license verification and provide the results of all checks and verifications to COUNTY.
 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" in Medicare, Medi-Cal and other Healthcare Programs in order to permit the COUNTY to bill for Contracted Services.
 10. CONTRACTOR shall notify the COUNTY within twenty four (24) hours upon the occurrence of any event or circumstance, which may affect the completion of the Provider's assignment. Events or circumstances include, but are not limited to:
 - a. Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by Medicare, Medi-Cal and/or other Healthcare Programs, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any hospital or clinic medical staff;
 - b. Provider's license to practice medicine in the State of California, Drug Enforcement Agency registration, malpractice coverage and/or medical staff or healthcare facility privileges, is suspended, restricted, terminated, revoked, denied or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
 - c. Provider becomes the subject of any action or proceeding arising out of such Provider's professional services;
 - d. Provider is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime related to such Physician's practice of medicine;
 - e. Provider is excluded from, or restricted in any manner, from participation in Medicare, Medi-Cal and/or any other Healthcare Programs; or
 - f. Any other event that occurs that materially interrupts or affects all or a portion of Provider's obligations under this Agreement.

11. If Provider fails to start assignment at COUNTY as agreed to, or if the assignment is terminated early by CONTRACTOR or COUNTY, 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.
12. CONTRACTOR and CONTRACTOR referred Providers shall comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142. (collectively, the "Regulations"). CONTRACTOR and CONTRACTOR referred Providers shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of COUNTY patients, other than as permitted by this Agreement, COUNTY policies and procedures, and the requirements of HIPAA or the Regulations.
13. CONTRACTOR shall ensure that each assigned Provider under this Agreement shall execute the PHYSICIAN CERTIFICATION in Section VI and shall provide an executed copy to COUNTY prior to the start date of the assignment.

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 Providers.
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 (Family Practice).
5. COUNTY shall, to the extent permitted by law, be solely responsible for billing payor and patients for services performed by Providers under this Agreement and collecting such fees and charges.

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 California; (c) applicable requirements of third party payor programs; (d) County and Health Department policies and procedures; and (e) applicable Federally Qualified Health Center (FQHC) policies, rules and regulations.
2. CONTRACTOR referred Provider shall agree to be "Participating Physician" in Medicare , Medi-Cal Program and other Healthcare Programs, 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 at the COUNTY.
5. CONTRACTOR referred Provider shall prepare patient medical records in accordance with COUNTY requirements for documentation, timeliness and completeness. Medical records shall be completed within forty-eight (48) hours of a patient visit.
6. CONTRACTOR referred Provider shall exhibit professional behavior and maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, COUNTY employees and all other healthcare professionals and shall communicate information timely and as needed, collaborate effectively, and work as a team.

VI. PHYSICIAN CERTIFICATION

Provider acknowledges that he or she has read and understands the terms of the original Agreement and subsequent Amendments, agrees to be bound by the terms of the Agreement applicable to Provider, and certifies that Provider is in compliance with, and will continue to be in compliance with throughout the term of the Agreement, all representations, warranties, duties and obligations of Provider as set forth in the Agreement.

By: _____

Print Name: _____

Date: _____

Exhibit A-6 – Part 2 Payment Provisions

I. PAYMENT PROVISIONS

A. PAYMENT TYPE

Negotiate 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-6 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 the ordering Bureau of the Health Department (i.e. Behavior Health or Clinic Services).
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 **\$2,134,000** for services authorized pursuant to this Exhibit.

FISCAL YEAR LIABILITY	HEALTH BUREAU	AMOUNT
July 1, 2009 to June 30, 2010	Behavioral Health	\$90,000
	Clinic Services	\$225,000
July 1, 2010 to June 30, 2011	Behavioral Health	\$120,000
	Clinic Services	\$395,000
July 1, 2011 to June 30, 2012	Behavioral Health	\$90,000
	Clinic Services	\$269,000
July 1, 2012 to June 30, 2013	Behavioral Health	\$90,000
	Clinic Services	\$225,000
July 1, 2013 to June 30, 2014	Behavioral Health	\$90,000
	Clinic Services	\$225,000
July 1, 2014 to June 30, 2015	Behavioral Health	\$90,000
	Clinic Services	\$225,000
TOTAL MAXIMUM LIABILITY		\$2,134,000

Exhibit A-6 Part 2--Payment Provisions	COVERAGE			CALL			HOLIDAY		OTHER	
	All Inclusive Rate*	Daily/Hourly Rate	Premium Hourly Rate**	Weeknight Call	Weekend Call	Holiday Call	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee	
Medical Doctors Associates (MDA) -- Specialty										
Psychiatry Inpatient	\$1,360.00	\$170.00	\$191.00	\$185.00	\$541.00	\$875.00	\$680.00	\$22.00	\$22,000.00	
Psychiatry Outpatient	\$1,304.00	\$163.00	\$183.00	N/A	N/A	\$875.00	\$652.00	\$22.00	\$22,000.00	
Psychiatry Child & Adolescent Inpatient	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Psychiatry Child & Adolescent Outpatient	\$1,384.00	\$173.00	\$194.00	N/A	N/A	N/A	\$692.00	\$22.00	\$22,000.00	
Family Practice	\$1,280.00	\$160.00	\$172.00	N/A	N/A	N/A	N/A	N/A	\$22,500.00	
Internal Medicine	\$1,368.00	\$170.00	\$185.00	N/A	N/A	N/A	N/A	N/A	\$25,000.00	
Obstetrics and Gynecology	\$1,990.00	\$250.00	\$250.00	N/A	N/A	N/A	N/A	N/A	\$30,000.00	
Pediatrics (PD)										
Pediatric Cardiology (PDC)										

See Next Page

See Next Page

*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. (PD and PDC charged for 0-8 hr day 8a-5p)
Premium Hourly Rate**:	Hourly overtime rate after a 40-hour week. (PD & PDC charged after 5pm)
Weeknight On-Call:	Charged nightly to have PROVIDER on-call. 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. Premium hourly rate** is charged for all hours of patient contact on-call. Used for call-only assignments. Charged per 24-hour period. Rate includes 4 hours of patient contact. Premium hourly rate** is charged for all hours worked in excess of 4 each 24-hour period.
24 Hour-Call:	A rate of one-half of the Daily Rate will be charged 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 Holiday Call 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 Holiday Call Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the Premium Hourly Rate** for all hours performed over 4 hours on any of these holidays. The Holiday Rate is exclusive to the Behavioral Health Bureau.
Holiday Rate:	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.
Administrative Services-\$19 per day:	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 of after PROVIDER ceases to provide services to COUNTY.
Reassignment (Permanent Placement) Fee:	

EXHIBIT C-6
REASSIGNMENT/PERMANENT PLACEMENT

CONTRACTOR NAME: Medical Doctor Associates

COUNTY agrees to pay CONTRACTOR a Reassignment/Permanent Placement Fee as indicated on Payment Provisions of Exhibit A – Part 2 for the reassignment/permanent placement 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.

CONTRACTOR, on behalf of the Provider, shall provide COUNTY with the following:

1. Notification of Providers that meet the professional qualifications of the COUNTY and who have expressed a desire for continued information regarding the position(s) available through COUNTY.
2. Up-to-date Curriculum Vitae.
3. State of California Medical License.
4. DEA Certificate.
5. Residency Training Completion.
6. Recent Continuing Medical Education.
7. Three (3) written references and two (2) facility verifications (current, within a two-year time frame).
8. Notification of any Disciplinary Action report(s) from the Federation of State Medical Boards along with notification of any discrepancies or disciplinary actions against presented Provider.
9. American Medical Association (AMA) Credentials Verification Report, upon COUNTY request.
10. Verification and results of all reference checks, and any other credentialing documentation as deemed necessary by COUNTY, upon COUNTY request.
11. ECFMG (if applicable)
12. Board Certification Certificate (if applicable)
13. Other credentialing documents, as requested by COUNTY.

CONTRACTOR hereby agrees to:

- Not make job offers to Provider on behalf of the COUNTY. COUNTY will directly communicate any job offer to Provider.
- Provide assistance in contract negotiations with the Provider, only upon request by COUNTY.
- Consult with COUNTY and the Provider regarding reassignment/permanent placement of the Provider, , only upon request by COUNTY.

COUNTY hereby agrees to:

1. Designate a representative to coordinate placement activity with CONTRACTOR.
2. Keep the CONTRACTOR informed on a weekly basis the status of negotiations with Provider.
3. Be responsible for credential verification and privileging of hired Provider.