



Monterey County

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

Board Report

Legistar File Number: A 14-028

April 1, 2014

Introduced: 3/10/2014

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute the Second Amendment to Professional Services Agreement (A-12615) with Jackson & Coker Locum Tenens to provide referrals of locum tenens physicians at NMC, extending the term of the Agreement from April 1, 2014 to June 30, 2015 and adding \$200,000 for a revised amount not to exceed \$400,000 in the aggregate (for the period April 1, 2012 to June 30, 2015); and
- b. Authorize the Purchasing Manager for NMC to execute 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:

- a. Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute the Second Amendment to Professional Services Agreement (A-12615) with Jackson & Coker Locum Tenens to provide referrals of locum tenens physicians at NMC, extending the term of the Agreement from April 1, 2014 to June 30, 2015 and adding \$200,000 for a revised amount not to exceed \$400,000 in the aggregate (for the period April 1, 2012 to June 30, 2015); and
- b. Authorize the Purchasing Manager for NMC to execute 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 has an Agreement with Jackson & Coker Locum Tenens to provide the referrals of locum tenens physicians. 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.

In order to find highly qualified temporary physicians that match the position we are trying to fill/cover and are available on sometimes a very short notice, it is necessary that NMC contract with multiple locum tenens companies with a combined annual maximum liability of \$1,000,000. The actual cost of each contract is contingent upon the need to cover services, which is unpredictable by nature.

NMC wishes to amend the Agreement with Jackson & Coker Locum Tenens to extend the term an additional fifteen months, update the rate sheet 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 5% greater than they were in the first year of the Agreement (April 2012 to March 2013). Some of the 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 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. The CAO-Budget and Analysis Division has advised to inform the BOS the spending authority (appropriations) associated with NMC's FY 2014 Adopted Budget has been exceeded and approval and authorization for modification of NMC's appropriation budget should be presented to the BOS. Since NMC is an Enterprise Fund, this does not prevent continued expenditures and is not a legal requirement, but it is considered good public policy, transparency and fiscal management.

FINANCING:

The total cost of this Agreement is \$400,000; \$200,000 is included in the Fiscal Year 2013/2014 adopted budget, of which \$53,580 has been disbursed. For the period July 2013 thru January 2014 (seven months), NMC is fiscally performing at a profit. NMC is confirming its appropriations position and if its spending authority has been exceeded will return to the Board. The remaining amount is included in the Fiscal Year 2014/2015 requested budget. There is no impact to the General Fund.

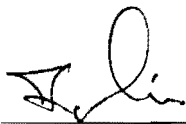
Prepared by: Jeanne-Ann Balza, Management Analyst, 783.2506

Approved by: Harry Weis, Chief Executive Officer, 783.2553

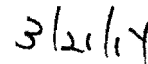
Attachments:

Second-First Amendment; Agreement

Attachments on File at the Clerk of the Board



Harry Weis, CEO



Date



Monterey County

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

Board Order

Agreement No.: A-12615

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

- a. Approved and directed the Purchasing Manager for Natividad Medical Center (NMC) to execute the Second Amendment to Professional Services Agreement (A-12615) with Jackson & Coker Locum Tenens to provide referrals of locum tenens physicians at NMC, extending the term of the Agreement from April 1, 2014 to June 30, 2015 and adding \$200,000 for a revised amount not to exceed \$400,000 in the aggregate (for the period April 1, 2012 to June 30, 2015); and
- b. Authorized the Purchasing Manager for NMC to execute 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 1st day of April 2014, 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 77 for the meeting on April 1, 2014.

Dated: April 2, 2014
File Number: A 14-028

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

By 
Deputy

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "**Amendment**") is made and entered into as of April 1, 2014, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and **Jackson & Coker Locum Tenens**. ("**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 "**Hospital**") under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Service Agreement dated April 1, 2012; amended December 1, 2013 (collectively the "**Agreement**") pursuant to which Contractor provides referrals for locum tenens physician services.

C. Hospital and Contractor desire to amend the Agreement to extend the term an additional fifteen (15) months and increase the maximum liability by two hundred thousand dollars (\$200,000).

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**. Section 2 to the Agreement is hereby amended to read in its entirety as follows:

"2. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$400,000 in the aggregate."

3. **Amended Section 3**. Section 3 to the Agreement is hereby amended to read in its entirety as follows:

"3. TERM OF AGREEMENT. This Agreement shall become effective on April 1, 2012 (the "**Effective Date**"), and shall continue until June 30, 2015 (the "**Expiration Date**"), subject to the termination provisions of this Agreement."

4. **Amended Exhibit A**. Exhibit A is deleted and replaced in its entirety and attached hereto as Exhibit A.

5. **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.

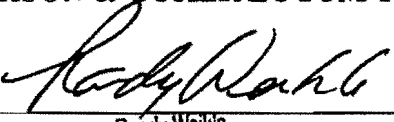
6. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

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

(signature page to follow)

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

JACKSON & COKER LOCUM TENENS

By: 
Its Randy Weikle
Vice President, Government Healthcare

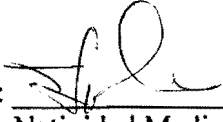
Date: 3/6, 2014

By: _____
Its _____

NATIVIDAD MEDICAL CENTER


By: 
Its Contracts /Purchasing Manager

Purchase Order Number _____
Date: 4-3, 2014

By: 
Its Natividad Medical Center Representative

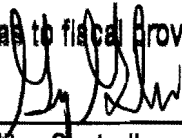
Date: 3/5, 2014

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


Stacy Saetta, Deputy County Counsel

Date: 3/11, 2014

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

3-12-14

EXHIBIT A



**JACKSON
& COKER**

Jackson & Coker Locum Tenens
3000 Old Alabama Road
Suite 119-608
Alpharetta, GA 30022

www.jacksoncoker.com
phone 800.272.2707
fax 800.936.4562

**Natividad Medical Center
Locum Tenens Market Rates by Specialty
Effective May 6, 2014 – June 30, 2015**

Specialty	Hourly Rate	Premium Rate	Night Call	Weekend Call	24 hr call
Cardiology Interventional	\$ 393.75	\$ 577.50	\$ 551.25		\$ 2,940.00
Cardiology Invasive	\$ 302.40	\$ 441.00	\$ 414.75		\$ 2,205.00
Cardiology Non-Invasive	\$ 262.50	\$ 378.00	\$ 351.75		\$ 1,890.00
Cardiothoracic Surgery	\$ 353.72	\$ 514.50	\$ 488.25		\$ 2,619.75
Dermatology	\$ 215.00	\$ 310.00			
ENT including Surgery	\$ 235.59	\$ 336.00	\$ 309.75		\$ 1,674.75
Family Practice	\$ 163.00	\$ 232.00	\$ 207.00	\$ 552.00	
Gastroenterology	\$ 353.72	\$ 493.50	\$ 467.25		\$ 2,619.75
Hospitalist (12 Hr Shift)	\$ 220.00	\$ 338.50	\$ 313.50	\$ 836.00	
Hospitalist, Pediatric (12 Hr Shift)	\$ 220.00	\$ 338.50	\$ 313.50	\$ 836.00	
Internal Medicine	\$ 173.00	\$ 247.00	\$ 222.00	\$ 592.00	\$ 1,950.00
Neonatology	\$ 233.75	\$ 309.06	\$ 284.07	\$ 757.52	
Nephrology	\$ 261.84	\$ 367.50	\$ 341.25		\$ 1,884.75
Neurology	\$ 274.00	\$ 399.50	\$ 373.50	\$ 996.00	\$ 996.00
OBGYN	\$ 209.34	\$ 336.00	\$ 309.75		\$ 1,464.75
Occupational Medicine	\$ 154.00	\$ 216.50	\$ 193.50	\$ 516.00	\$ 996.00
Oncology, Medical	\$ 231.00	\$ 333.37	\$ 307.12		\$ 1,470.00
Oncology, Radiation	\$ 255.93	\$ 357.00	\$ 367.50	\$ 1,648.50	\$ 1,837.50
Pathology	\$ 183.09	\$ 231.00	\$ 204.75		\$ 1,254.75
Pediatrics	\$ 174.00	\$ 248.50	\$ 223.50	\$ 596.00	
Physical Medicine	\$ 200.00	\$ 220.00	\$ 285.00	\$ 495.00	
Surgery, General	\$ 209.34	\$ 336.00	\$ 309.75		\$ 1,464.75
Surgery, General (Trauma)		\$409.50			\$1,795.00
Surgery, General (Trauma) 24 hr in-house Call					\$5,000.00
Surgery, Neuro	\$ 458.72	\$ 851.00	\$ 624.75		\$ 3,459.75
Surgery, Orthopedic	\$ 288.09	\$ 409.50	\$ 383.25		\$ 2,094.75
Surgery Orthopedic (Trauma)		\$441.00			\$2,304.75
Surgery, Pediatric	\$ 393.09	\$ 577.50	\$ 551.25		\$ 2,934.75
Surgery, Vascular	\$ 274.97	\$ 472.50	\$ 446.25		\$ 1,989.75
Urology including surgery	\$ 288.09	\$ 409.50	\$ 383.25		\$ 2,094.75

Rates listed above are all-inclusive of travel.

Permanent Placement Fee for all specialties is \$30,000.00.

All rates shown are based upon 8 hours per day and a 40 hour per work week guarantee. Week night on-call rate are per night, 5pm to 8am. Weekend on-call rates are per weekend day (24 hours). Premium rates typically apply after 8 hours per day or if patient care is required while on call.