

## AMENDMENT No. 2 TO AGREEMENT A-11775

This Amendment No. 2 to Agreement A-11775 is made and entered into by and between the County of Monterey (hereinafter referred to as "County"), and Locum Tenens.com, (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-11775); and

**WHEREAS**, on or about June 19, 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**, the County and the Contractor wish to amend the Agreement as specified below:

1. Extend the terms of the Agreement to June 30, 2016 for a new term of July 1, 2010 to June 30, 2016.
2. Increase the total amount payable by County to Contractor by \$90,000 for FY 2014-15 and \$90,000 for FY 2015-16, for a maximum County obligation of \$360,000.
3. Increase the rate for services rendered beginning July 1, 2014. This increase will provide the Contractor the ability to expand recruitment to a wider pool of candidates for the County.
4. Include an additional specialty of locum tenens Psychiatric Nurse Practitioner who shall provide community mental health services.

**NOW THEREFORE**, the County and the Contractor 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 \$360,000."
2. Paragraph 3 of the original agreement is amended to read as follows: "TERM OF AGREEMENT. The term of this Agreement is from July 1, 2010 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement."
3. EXHIBIT A Scope of services is replaced with Amendment No. 2 Exhibit A-2 Scope of Services. All references in the Agreement to EXHIBIT A Scope of services shall be construed to refer to Amendment No. 2 Exhibit A-2 Scope of Services.
4. Amendment No.1 EXHIBIT A-1 – Part 2 Payment Provisions is replaced with AMENDMENT No. 2 EXHIBIT A-2 – Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A – Part 2 shall be construed to refer to AMENDMENT No. 2 EXHIBIT A-2 – Part 2 Payment Provisions.
5. The effective date of this Amendment is July 1, 2014.
6. All other terms and conditions of Agreement A-11775 shall remain in full force and effect.
7. A copy of this Amendment shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 2 to Agreement A-11775 on the day and year written below.

MONTEREY COUNTY

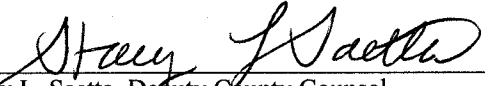
\_\_\_\_\_  
Mike Derr, Contracts/Purchasing Officer

Dated: \_\_\_\_\_  


\_\_\_\_\_  
Ray Bullick, Director of Health


Dated: 6-24-14

Approved as to Form:

\_\_\_\_\_  
  
Stacy L. Saetta, Deputy County Counsel

Dated: 5/16/14

Approved as to Fiscal Provisions:

\_\_\_\_\_  
  
Gary Giboney, Auditor/Controller

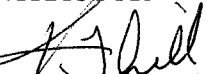
Dated: 5/14/14

Approved as to Liability Provisions:

\_\_\_\_\_  
Steve Mauck, Risk Management

Dated: \_\_\_\_\_


CONTRACTOR

By: 

\_\_\_\_\_  
Signature of Chair, President, or Vice-President

Kevin Thill SUP  
\_\_\_\_\_  
Printed Name and Title

Dated: 4/22/14

By: 

\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Douglas B. Kline, CFO  
\_\_\_\_\_  
Printed Name and Title

Dated: 4/29/14

**\*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.

**Amendment No. 2 EXHIBIT A-2  
SCOPE OF SERVICES**

**I. IDENTIFICATION OF CONTRACTOR**

Name: LocumTenens.com  
Address: 2655 Northwinds Parkway  
Alpharetta, GA 30009  
800-562-8663

**II. SCOPE OF SERVICES**

1. WHEREAS, CONTRACTOR shall refer a locum tenens psychiatrist and psychiatric nurse practitioner 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 specialty:

Physician

- Psychiatry

Nurse 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 practitioner(s) 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/nurse practitioner is referred to COUNTY, at all times.
  7. CONTRACTOR shall conduct preliminary Provider's reference 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/nurse practitioner 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.

**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/nurse practitioners 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/Nurse Practitioner" 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.

## **Amendment No. 2 Exhibit A-2 – 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-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 **\$360,000** for services authorized pursuant to this Exhibit.

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
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	\$90,000
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$360,000</b>

AMENDMENT No. 2 EXHIBIT A 2 Part 2: Payment Provisions		COVERAGE			CALL		HOLIDAY		OTHER	
LocumTenens.com Locum Tenens Psychiatry Specialty	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/Premium Rate	Weeknight Call	Weekend Call	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee		
Psychiatry Inpatient	\$1,600.00	\$200.00	\$215.00	\$235.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000		
Psychiatry Outpatient	\$1,600.00	\$200.00	\$215.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000		
Psychiatry Child & Adolescent Inpatient	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Psychiatry Child & Adolescent Outpatient	\$1,720.00	\$215.00	\$215.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000		
Psychiatric Nurse Practitioner	\$800.00	\$100.00	\$155.00	\$180.00	\$800.00	\$800.00	\$28.00	\$30,000		
* Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses.										
<b>DEFINITIONS:</b>										
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.									