

## **AMENDMENT No. 4 TO AGREEMENT A-11775**

This Amendment No. 4 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 July 1, 2010 to June 30, 2014, 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**, on or about July 7, 2015, the County and Contractor entered into an executed Amendment No 3 to reallocate unused funding from FYs 2010-14 to FYs 2014-16, increase the maximum Count obligation to \$510,000, and Add Exhibit C: Business Associate Agreement; 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 \$700,000 for FYs 2015-16, for a maximum County obligation of \$1,210,000.
2. Increase the rate for week night on-call services rendered beginning January 1, 2016. This increase will provide the Contractor the ability to expand recruitment to a wider pool of candidates for the County.

**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 \$1,210,000."
2. Amendment No. 3 EXHIBIT A-3 – Part 2 Payment Provisions is replaced with AMENDMENT No. 4 EXHIBIT A-4 – Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A – Part 2 shall be construed to refer to AMENDMENT No. 4 EXHIBIT A-4 – Part 2 Payment Provisions.
3. All other terms and conditions of Agreement A-11775 shall remain in full force and effect.
4. A copy of this Amendment shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 4 to Agreement A-11775 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Mike Derr, Contracts/Purchasing Officer

By: [Signature]  
Signature of Chair, President, or Vice-President

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

Kevin Thill EUP  
Printed Name and Title

Elsa Jimenez, Interim Director of Health

Dated: 3/18/16

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

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Approved as to Form:

[Signature]  
Stacy L. Saetta, Deputy County Counsel

Douglas B. Kline, CFO  
Printed Name and Title

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

Dated: 3/17/2016

Approved as to Fiscal Provisions:

[Signature]  
Gary Giboney, Auditor/Controller

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

Approved as to Liability Provisions:

Steve Mauck, Risk Management

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

**\*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 Council 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. 4 Exhibit A-4 – 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-4 - 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 **\$1,210,000** for services authorized pursuant to this Exhibit.

| <b>FISCAL YEAR LIABILITY</b>     | <b>AMOUNT</b>      |
|----------------------------------|--------------------|
| July 1, 2010 to June 30, 2013    | 0                  |
| July 1, 2013 to June 30, 2014    | \$ 79,234          |
| July 1, 2014 to June 30, 2016    | \$1,130,766        |
| <b>MAXIMUM COUNTY OBLIGATION</b> | <b>\$1,210,000</b> |

January 1, 2016 thru June 30, 2016

AMENDMENT No. 4 EXHIBIT A-4 Part 2:  
Payment Provisions

| LocumTenens.com<br>Tenens Psychiatry Specialty | Locum | COVERAGE                 |                   |                       | CALL           |              | HOLIDAY | OTHER    |
|--|-------|--------------------------|-------------------|-----------------------|----------------|--------------|---------|----------|
|  |       | All Inclusive Daily Rate | Daily/Hourly Rate | Overtime/Premium Rate | Weeknight Call | Weekend Call |         |          |
| Psychiatry Inpatient                           |       | \$1,600.00               | \$200.00          | \$215.00              | \$400.00       | \$1,000.00   | \$28.00 | \$34,000 |
| Psychiatry Outpatient                          |       | \$1,600.00               | \$200.00          | \$215.00              | 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      |
| Psychiatry Child & Adolescent Outpatient       |       | \$1,720.00               | \$215.00          | \$215.00              | N/A            | \$1,000.00   | \$28.00 | \$34,000 |
| Psychiatric Nurse Practitioner                 |       | \$800.00                 | \$100.00          | \$155.00              | \$180.00       | \$800.00     | \$28.00 | \$30,000 |

\*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.