

AMENDMENT No. 2

This Amendment No. 2 to Agreement A-13217 is made and entered into by and between the County of Monterey (hereinafter referred to as "County"), and Medical Doctor Associates, (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 20, 2015 to June 30, 2016; and

WHEREAS, on or about July 15, 2016, the County and Contractor entered into an executed Amendment No.1 to extend the term date to June 30, 2018, increase the rate for FY 16-17 and FY 17-18, and increase the maximum County obligation to \$430,000; 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 \$250,000 for FYs 2015-18, for a maximum County obligation of \$680,000.
2. Remove Business Associate Agreement (Exhibit D) and incorporate privacy regulations in the scope of services (Exhibit A).

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 \$680,000."
2. 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.
3. 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.
4. All other terms and conditions of Agreement A-13217 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. 2 to Agreement #13217 on the day and year written below.

MONTEREY COUNTY

Mike Derr, Contracts/Purchasing Officer

Dated: _____

Director of Health

Dated: _____

Approved as to Form:

Stacy L. Saetta, Deputy County Counsel

Dated: _____

Approved as to Fiscal Provisions:

Gary Giboney, Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Steve Mauck, Risk Management

Dated: _____

CONTRACTOR

By: _____
Signature of Chair, President, or
Vice-President

Timothy Fischer, President
Printed Name and Title

Dated: _____

By: _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Susan E. Ball, Secretary
Printed Name and Title

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 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. 2 to EXHIBIT A-2
SCOPE OF SERVICES

I. IDENTIFICATION OF CONTRACTOR

Name: Medical Doctor Associates
Address: 4775 Peachtree Industrail Blvd., Suite 300
Berkeley Lake, 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, 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

- 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 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) 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
 - 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 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" in the Medicare and Medi-Cal Program in order to permit the COUNTY to bill for Contracted Services.
10. CONTRACTOR shall notify the COUNTY with in 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 Health care 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 Health care Program's; 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 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.
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-* ("HIPPA"), 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. Par 142. (Collectively, the "Regulations"). CONTRACOR and CONTRACOR 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.

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 the assignment 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 HIPAA 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 II, Paragraph 1, Section V, Paragraph 1, 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. 2 to EXHIBIT A-2 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-1 - 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 20, 2015 to June 30, 2018	\$680,000
MAXIMUM COUNTY OBLIGATION	\$680,000

July 20, 2015 to June 30, 2016

EXHIBIT A-1 Part 2: Payment Provisions

Medical Doctor Associates Locum Tenens Psychiatry Specialty	COVERAGE			CALL		HOLIDAY	OTHER	
	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime Rate	Weeknight Call	Weekend Call		Administrative Services/Day	Reassignment (Permanent Placement) Fee
Psychiatry Inpatient	\$1,902.00	\$237.75	\$290.00	\$225.00	\$1,902.00	\$2,853.00	\$0.00	\$26,000.00
Psychiatry Outpatient	\$1,902.00	\$237.75	\$290.00	N/A	N/A	\$2,853.00	\$0.00	\$26,000.00
Psychiatry Child & Adolescent Outpatient	\$1,902.00	\$237.75	\$290.00	N/A	N/A	\$2,853.00	\$0.00	\$26,000.00

*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 a 0-8-hour work day. M-F, 8am to 5pm. OT from 5pm to 8am
Overtime Hourly Rate:	Hourly overtime rate for patient contact from 5pm to 8am, M-F and for weekend patient contact. Billed in 15 minute increments.
Weeknight On-Call:	Beeper Fee charged nightly to have PROVIDER on-call from 5p to 8a. Overtime is charged for all hours of patient contact on-call, billed down to 15 minute increments.
Weekend On-Call:	Charged for 0-24 hour period to have PROVIDER on-call Sat/Sun. Overtime hourly rate is charged for all hours of patient contact on-call, billed in 15 increments.
24 Hour-Call:	Used for call-only assignments. Charged per 0-24 hour period. (includes 8 hours of patient care from 8a-5p unless otherwise specified) overtime is charged for patient contact from 5p to 8a, billed in 15 minute increments.
Holidays:	Holiday Premium 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 day, or for the PROVIDER to be on-call, or for PROVIDER to work. All hours of patient contact will be billed at OT rate down to 15 minute increments.
Administrative Services day:	Included in rates
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.

July 1, 2016 to June 30, 2017

EXHIBIT A-1 Part 2: Payment Provisions

	COVERAGE			CALL		HOLIDAY	OTHER	
	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime Rate	Weeknight Call	Weekend Call		Administrative Services/Day	Reassignment (Permanent Placement) Fee
Medical Doctor Associates Locum Tenens Psychiatry Specialty								
Psychiatry Inpatient	\$1,960.00	\$245.00	\$299.00	\$232.00	\$1,960.00	\$2,939.00	\$0.00	\$29,000.00
Psychiatry Outpatient	\$1,960.00	\$245.00	\$299.00	N/A	N/A	\$2,939.00	\$0.00	\$29,000.00
Psychiatry Child & Adolescent Outpatient	\$1,960.00	\$245.00	\$299.00	N/A	N/A	\$2,939.00	\$0.00	\$29,000.00

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July 1, 2017 to June 30, 2018

EXHIBIT A-1 Part 2: Payment Provisions

	COVERAGE			CALL		HOLIDAY	OTHER
	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime Rate	Weeknight Call	Weekend Call		
Medical Doctor Associates Locum Tenens Psychiatry Specialty							Reassignment (Permanent Placement) Fee
Psychiatry Inpatient	\$2,024.00	\$253.00	\$308.00	\$239.00	\$2,018.00	\$3,027.00	\$29,000.00
Psychiatry Outpatient	\$2,024.00	\$253.00	\$308.00	N/A	N/A	\$3,027.00	\$29,000.00
Psychiatry Child & Adolescent Outpatient	\$2,024.00	\$253.00	\$308.00	N/A	N/A	\$3,027.00	\$29,000.00

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

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