

## **AMENDMENT No. 1**

This Amendment No. 1 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**, the County and the Contractor wish to amend the Agreement as specified below:

1. Extend the terms of the Agreement to June 30, 2018 for a new term of July 20, 2015 to June 30, 2018.
2. Increase the total amount payable by County to Contractor by \$340,000 for FYs 2015-18, for a maximum County obligation of \$430,000.
3. Increase the rate for services rendered for FY 16-17 and FY 17-18. 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 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 \$430,000."
2. Paragraph 3 of the original agreement is amended to read as follows: "TERM OF AGREEMENT. The term of this Agreement is from July 20, 2015 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement."
3. EXHIBIT A – Part 2 Payment Provisions is replaced with AMENDMENT No. 1 EXHIBIT A-1 – Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A – Part 2 shall be construed to refer to AMENDMENT No. 1 EXHIBIT A-1 – Part 2 Payment Provisions.
4. All other terms and conditions of this Agreement 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. 1 to the Agreement on the day and year written below.

MONTEREY COUNTY

Mike Derr  
Mike Derr, Contracts/Purchasing Officer

Dated: 15 July 2016

Director of Health

Dated: 07/13/2016

Approved as to Form:

Stacy L. Sackett  
Stacy L. Sackett, Deputy County Counsel

Dated: May 24, 2016

Approved as to Fiscal Provisions:

Gary Giboney  
Gary Giboney, Auditor/Controller

Dated: 5-25-16

RISK MANAGEMENT

Approved as to Liability Provisions:

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Steve Mauck, Risk Management

By: Dydia Schumaker  
Dated: 5-25-16  
Date: 5-25-16

CONTRACTOR

By: K. C. Crawford  
Signature of Chair, President, or  
Vice-President

Kevin C. Crawford Vice President of Sales  
Printed Name and Title

Dated: 4/14/16

By: Susan E. Bane  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Susan E. Bane, Secretary  
Printed Name and Title

Dated: 4/18/16

\*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. 1 Exhibit A-1 – 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 **\$430,000** for services authorized pursuant to this Exhibit.

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
July 20, 2015 to June 30, 2018	\$430,000
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$430,000</b>

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				
Psychiatry Inpatient	\$1,902.00	\$237.75	\$290.00	\$225.00	\$1,902.00	\$2,853.00	Administrative Services/Day	Reassignment (Permanent Placement) Fee	\$26,000.00
Psychiatry Outpatient	\$1,902.00	\$237.75	\$290.00	N/A	N/A	\$2,853.00			\$26,000.00
Psychiatry Child & Adolescent Outpatient	\$1,902.00	\$237.75	\$290.00	N/A	N/A	\$2,853.00			\$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**

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	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime Rate	Weeknight Call	Weekend Call				
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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Reassignment (Permanent Placement) Fee:	

July 1, 2017 to June 30, 2018

EXHIBIT A-1 Part 2: Payment Provisions		COVERAGE			CALL		HOLIDAY	OTHER	
Medical Doctor Associates Locum Tenens Psychiatry Specialty	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime Rate	Weeknight Call	Weekend Call	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee	
	Psychiatry Inpatient	\$2,024.00	\$253.00	\$308.00	\$239.00	\$2,018.00	\$0.00	\$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	

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