

AMENDMENT No. 3 TO AGREEMENT A-13117

This Amendment No. 3 to Agreement A-13117 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, 2016 to June 30, 2019 (Agreement A-13117); and

WHEREAS, on April 11, 2017, the County and Contractor entered into an executed Amendment No.1 to increase the maximum County obligation, remove the Nurse Practitioner specialty, and incorporate privacy regulations in the scope of services; and

WHEREAS, on February 6, 2018, the County and Contractor entered into an executed Amendment No.2 to increase the maximum County obligation to \$3,750,000; 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 \$1,788,959 for FYs 2017-19, for a maximum County obligation of \$5,538,959.
2. Increase the rate for services rendered for FY 18-19. 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 \$5,538,959."
2. AMENDMENT No. 2 EXHIBIT A-2 – Part 2 Payment Provisions is replaced with AMENDMENT No. 3 EXHIBIT A-3 – Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A – Part 2 shall be construed to refer to AMENDMENT No. 3 EXHIBIT A-3 – Part 2 Payment Provisions.
3. All other terms and conditions of Agreement A-13117 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. 3 to Agreement A-13117 on the day and year written below.

MONTEREY COUNTY

Mike Derr, Contracts/Purchasing Officer

Dated: _____

Elsa Jimenez, Director of Health

Dated: _____

Approved as to Form:

Stacy L. Saetta, Deputy County Counsel

Dated: _____

Approved as to Fiscal Provisions:

Gary Giboney, Auditor/Controller's Office

Dated: _____

Approved as to Liability Provisions:

Steve Mauck, Risk Management

Dated: _____

CONTRACTOR

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

Printed Name and Title

Dated: _____

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

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. 3 to EXHIBIT A-3 -- 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 - 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 the ordering Bureau of Health Department (i.e. Behavioral Health or Clinic Services).
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 **\$5,538,959** for services authorized pursuant to this Exhibit.

FY 2015-16 services to be paid through this contract.

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2016 to June 30, 2019	\$5,538,959
MAXIMUM COUNTY OBLIGATION	\$5,538,959

July 1, 2016 thru June 30, 2017

AMENDMENT No. 1 EXHIBIT A-1 Part 2:

Payment Provisions		COVERAGE			CALL		HOLIDAY	OTHER	
LocumTenens.com Tenens Psychiatry Specialty	Locum	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		\$1,680.00	\$210.00	\$220.00	\$400.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000
Psychiatry Outpatient		\$1,680.00	\$210.00	\$220.00	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		\$1,800.00	\$225.00	\$235.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000
*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.							

July 1, 2017 thru June 30, 2018

AMENDMENT No. 1 EXHIBIT A-1 Part 2:

Payment Provisions		COVERAGE			CALL		HOLIDAY	OTHER	
LocumTenens.com Tenens Psychiatry Specialty	Locum	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		\$1,768.00	\$221.00	\$231.00	\$400.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000
Psychiatry Outpatient		\$1,768.00	\$221.00	\$231.00	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		\$1,896.00	\$237.00	\$247.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000

*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.

July 1, 2018 thru June 30, 2019

AMENDMENT No. 4 EXHIBIT A-4 Part 2:

Payment Provisions		COVERAGE			CALL		HOLIDAY	OTHER	
Locum Tenens Psychiatry Specialty	Locum	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		\$1,920.00	\$240.00	\$250.00	\$500.00	\$1,000.00	\$1,000.00	\$35.00	\$34,000
Psychiatry Outpatient		\$1,920.00	\$240.00	\$250.00	N/A	N/A	\$1,000.00	\$35.00	\$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		\$2,080.00	\$260.00	\$270.00	N/A	N/A	\$1,000.00	\$35.00	\$34,000
*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.									