

**AGREEMENT FOR SERVICES 065-S1310  
AMENDMENT I**

**THIS AMENDMENT I** to Agreement for Services 065-S1310, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and LocumTenens.com, a Georgia Limited Liability Company duly qualified to conduct business in the State of California whose principal place of business is 2655 Northwinds Parkway, Alpharetta, Georgia 30009 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is CSC Lawyers Incorporating Service, 10 Universal City Plaza, Universal City, CA 91608.

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide the services of physician/psychiatrists through the use of a locum tenens contractor on an "as requested" basis for its Health and Human Services Agency in accordance with Agreement for Services 065-S1310, dated August 6, 2012, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to update **Article I – Scope of Services**, increase the not-to-exceed amount of the original Agreement, thereby amending **Article III – Compensation for Services**, and update contact information, thereby amending **Article XIV – Notice to Parties** and **Article XXIII – Administrator**;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services 065-S1310 shall be amended a first time as follows:

1) Article I, Section A, shall be amended to add:

- m. In addition to adult or children's psychiatric treatment services, physician/psychiatrist services shall include meeting with Counsel, preparing for, attending, and testifying in any court proceeding, arbitration, deposition, or administrative hearing in relation to services provided by the Contractor under this Agreement.

2) ARTICLE III shall be amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article herein titled "Scope of Services."

For satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

Rates shall be based on the following schedule and shall be all-inclusive:

<b>For the period August 6, 2012 through July 31, 2013</b>	
<b>Physician/Psychiatrist Monday-Friday Service Description</b>	<b>Rate</b>
Regular time physician/psychiatrist provided up to forty (40) hours per week. Physician/psychiatrist rates may vary within this range based on physician/psychiatrist experience, assignment requirements, market conditions, etc. County shall provide written approval of the agreed-to hourly and overtime rate per candidate.	\$135 to \$160 per hour
Overtime defined as physician/psychiatrist services in excess of forty (40) hours per week.	\$195 per hour
<b>For the period August 1, 2013 through August 5, 2015</b>	
<b>Physician/Psychiatrist Monday-Friday Service Description</b>	<b>Rate</b>
Regular time physician/psychiatrist provided up to forty (40) hours per week. Physician/psychiatrist rates may vary within this range based on physician/psychiatrist experience, assignment requirements, market conditions, etc. County shall provide written approval of the agreed-to hourly and overtime rate per candidate.	\$165 to \$210 per hour
Overtime defined as physician/psychiatrist services in excess of forty (40) hours per week.	\$195 to \$240 per hour

Any physician/psychiatrist providing extended weekend coverage (begins 8:00 a.m. Friday and ends 8:00 a.m. following Tuesday) shall be paid per twenty-four (24) hour period in lieu of the above-noted hourly rate, as follows:

<b>Physician/Psychiatrist Weekend Service Description</b>	<b>Rate</b>
<b>Friday 8:00 a.m. to Saturday 8:00 a.m.</b> Available only by phone	\$270 per 24-hour period
<b>Saturday 8:00 a.m. to Sunday 8:00 a.m.</b> Provide two (2) hours at the Psychiatric Health Facility ("PHF") performing rounds, and available by phone the remaining twenty-two (22) hours	\$600 per 24-hour period
<b>Sunday 8:00 a.m. to Monday 8:00 a.m.</b> Provide two (2) hours at the PHF performing rounds, and available by phone the remaining twenty-two (22) hours	\$600 per 24-hour period
<b>Monday 8:00 a.m. to Tuesday 8:00 a.m.</b> Available only by phone	\$270 per 24-hour period

**Permanent Placement Fee:**

1. In consideration for each physician/psychiatrist placed permanently with County as defined in this Agreement, County agrees to pay Contractor a placement fee in an amount agreed to in writing by both parties. In no event shall said fee exceed the dollar value of "four times weekly pay" hereby defined as: (i) the most current hourly rate paid to Contractor for the medical practitioner in question, multiplied by (ii) the number of regularly scheduled weekly hours as defined in the most current written "assignment" confirmation for the medical practitioner in question, multiplied by (iii) the number four (4).
2. County shall pay the agreed upon placement fee according to the following schedule and conditions, and subject to conditions stated in following item 3.
  - a. Installment #1 = 50% of fee due upon effective date of permanent placement, and
  - b. Installment #2 = 25% of fee due 45 days following permanent placement, and
  - c. Installment #3 = 25% of fee due 90 days following permanent placement.



3. Installments #2 and #3 are due and payable to Contractor only if the medical practitioner in question has not separated from his/her employee status with the County, has not terminated his/her Contractor status with the County, or has not provided notice of separation or termination of contract prior to the day that a respective installment is due.

County shall not pay for any services that have not been pre-approved in writing by HHSA as described above. Contractor shall ensure that only billing information is included on the invoice. Invoices with "white-out" types of corrections shall not be accepted.

Invoices to County and remittances to Contractor shall be sent as follows:

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Health Services Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667	LocumTenens.com 2655 Northwinds Parkway Alpharetta, GA 30009

The total contractual obligation under this Agreement shall not exceed \$460,800 for both the stated services and term.

- 3) ARTICLE XIV shall be amended in its entirety to read as follows:

#### **ARTICLE XIV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH & HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

LOCUMTENENS.COM  
2655 NORTHWINDS PARKWAY  
ALPHARETTA, GEORGIA 30009  
ATTN: KEVIN THILL, MANAGER or MEMBER, OR SUCCESSOR

Or to such other location as the Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in the article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

4) Article XXIII shall be amended in its entirety to read as follows:

**ARTICLE XXIII**


**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Laura Walny, Program Manager II, or successor.

Except as herein amended, all other parts and sections of that Agreement 065-S1310 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 8/9/13  
Laura Walny, Program Manager II  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 8/12/2013  
Don Ashton, M.P.A., Interim Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 065-S1310 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 8/27/13

By: 

Ron Briggs, Chair  
Board of Supervisors  
"County"

ATTEST:

James S. Mitrison  
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 8/27/13

-- CONTRACTOR --

LOCUMTENENS.COM  
A GEORGIA LIMITED LIABILITY CORPORATION

By: 

Kevin Thill  
Manager or Member  
"Contractor"

Dated: 7/15/13

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