

**Amendment No. 1
To
Standard Agreement
By and between
County of Monterey and Medical Doctor Associates (MDA)**

This Amendment No. 1 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Medical Doctor Associates hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement to provide Locum Tenens Referrals as requested by COUNTY for the period of July 1, 2015 to June 30, 2018 ("Agreement"); and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for two (2) additional years, as specified below.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. Section 3.0, TERM OF AGREEMENT, is amended to extend the term of the Agreement to June 30, 2020 for a new term of July 1, 2015 to June 30, 2020.
2. Section 4.0, SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, is amended as follows: Exhibit A – Part 2 Payment Provisions is replaced with Amendment No. 1 to Exhibit A-Part 2 Payment Provisions. All references in the Agreement to Exhibit A-Part 2 Payment Provisions shall be construed to refer to Amendment No. 1 to Exhibit A-Part 2 Payment Provisions.
3. Section 14.0, NOTICES, is amended as follows:

FOR COUNTY:
Elsa Jimenez, Director of Health
1270 Natividad Road
Salinas, CA 93906

4. Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. The effective date of this Amendment No. 1 is July 1, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

MEDICAL DOCTOR ASSOCIATES

By: _____
Contracts/Purchasing Officer

By: Anne B Anderson

Date: _____

Name: Anne B Anderson

By: EJ
Elsa Jimenez, Director of Health
Department of Health

Title: Executive Vice President

Date: 06/19/2018

Date: May 29, 2018

Approved as to Legal Form:

By: Stacy Saetta
Stacy L. Saetta, Deputy County Counsel

By: _____

Date: 6/5/18

Name: _____

Approved as to Fiscal Provisions:

By: AH
Auditor-Controller

Title: _____

Date: 6/12/18

Date: _____

Amendment No. 1 to

**Exhibit A – Part 2
Payment Provisions**

I. PAYMENT PROVISIONS

A. PAYMENT TYPE

Negotiate 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 Amendment No. 1 to Exhibit A - Part 2 rate sheet attached hereto.

B. PAYMENT CONDITIONS

1. Invoices from CONTRACTOR for all services rendered per this Agreement shall be billed directly to the ordering Bureau of the Health Department.
2. CONTRACTOR shall submit invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
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.
4. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall notify the CONTRACTOR in writing of such and shall specify the reason for it. If the CONTRACTOR desires to contest, 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.
5. Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive reimbursement for travel, lodging, or meal expenses.

Monterey County Clinic Services
RATE SHEET FOR SPECIALTY SERVICES

MEDICAL DOCTOR ASSOCIATES - July 1, 2018 to June 30, 2019;
2% increase 7/1/2019 and each year thereafter
RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES

Specialty	Hourly	Daily (0 to 8 hr day unless otherwise specified)	OVERTIME HOURLY: OT after minimum hrs/time worked and for patient contact when on call (additional hours not included in Daily Rate)	Holiday/ Premium	24 Hour Call (includes 8 hrs of patient care from 8a to 5p unless otherwise specified)	Permanent Placement Fee
Family Practice 0-8 hrs: OT after 5pm	\$ 176.75	8 hr min	\$ 265.13	\$ 265.13	\$ 1,414.94	\$ 27,050.40
Internal Medicine 0-8 hrs: OT after 5pm	\$ 187.00	8 hr min	\$ 280.50	\$ 280.50	\$ 1,496.10	\$ 27,050.40
Nurse Practitioner 0-8 hrs OT after 5pm	\$ 133.00	8 hr min	\$ 199.50	\$ 199.50	\$ 1,064.33	\$ 20,808.00
Physician Assistant 0-8 hrs: OT after 5pm	\$133.00	8 hr min	\$ 199.50	\$ 199.50	\$ 1,064.33	\$ 20,808.00
Obstetrics and Gynecology 0-9 hr day: OT after 6pm	\$ 328.30	9 hr min	\$ 492.45	\$ 492.45	\$ 2,954.74	\$ 27,050.40
Pediatrics (0-8 hrs: OT after 5pm)	\$ 187.00	8 hr min	\$ 280.50	\$ 280.50	\$ 1,496.10	\$ 27,050.40

Rate Adjustments:

- Annual rate increases shall not exceed 2% per contract year.
- Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day.
- *We do not bill OT as time and a half on Holidays, only the daily rate.
- Reassignment/Permanent Placement Fee: County agrees to pay Contractor a Reassignment/Permanent Placement fee as indicated on payment provisions of Exhibit A-1 Part 2 for the assignment 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.