



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

- Agreement No.: A-12896 Medical Search, LLC d.b.a. SUMO Medical Staffing**
- Agreement No.: A-12897 Staff Care, Inc.**
- Agreement No.: A-12898 Next Medical Staffing, LLC**
- Agreement No.: A-12899 MDA Holdings, Inc. d.b.a. Medical Doctor Associates**
- Agreement No.: A-12900 Jackson & Coker Locum Tenens, LLC d.b.a. Jackson & Coker**

- a. Authorize the Interim Chief Executive Officer (“CEO”) for NMC or his designee to execute seventh amendments to the agreements with Medical Search, LLC d.b.a. SUMO Medical Staffing (A-12896), Staff Care, Inc. (A-12897), Next Medical Staffing, LLC (A-12898), MDA Holdings, Inc. d.b.a. Medical Doctor Associates, LLC (A-12899), and Jackson & Coker Locum Tenens, LLC d.b.a. Jackson & Coker (A-12900) (“Locum Tenens Agencies”) for locum tenens physician referral services at NMC pursuant to the Request for Proposals (RFP) #9600-61 to address changes in California law and to update payment rates, with no change to the term of each agreement (August 1, 2015 through December 31, 2021) or to the total aggregate liability for all agreements (\$10,500,000);
- b. Authorize the Interim CEO for NMC or his designee to execute a further amendment to each of the agreements with the Locum Tenens Agencies to extend the term of each agreement to June 30, 2022, with necessary updates to payment rates, but with no change to the total aggregate liability for all agreements.

PASSED AND ADOPTED on this 26th day of October 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 26, 2021.

Dated: October 29, 2021
File ID: A 21-504
Agenda Item No.: 17

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Handwritten signature of Julian Lorenzana in blue ink.
Julian Lorenzana, Deputy

**AMENDMENT NO. 7
TO SERVICES AGREEMENT
BETWEEN MEDICAL SEARCH, LLC
DBA SUMO MEDICAL STAFFING AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
LOCUM TENENS REFERRAL SERVICES**

This Amendment No. 7 to the Services Agreement (“Agreement”) which was effective on August 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Medical Search, LLC dba SUMO Medical Staffing (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Medical Search, LLC dba SUMO Medical Staffing entered into an Agreement for locum tenens referral services pursuant to Request for Proposal (RFP) #9600-61 with a one year term ending on July 31, 2016 and with a total aggregate amount not to exceed \$2,000,000 annually for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2016 via Amendment No. 1 to extend the term for an additional one (1) year period through July 31, 2017 with revisions to the locum tenens referral rates in the original Agreement per “Exhibit A – Rate Sheet as per Amendment No. 1” attached to Amendment No. 1, and with no cost increase to the total aggregate amount not to exceed \$2,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2017 via Amendment No. 2 to extend the term for an additional one (1) year period through July 31, 2018 with revisions to the locum tenens referral rates in Agreement per “Exhibit A – Rate Sheet as per Amendment No. 2” with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$4,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2018 via Amendment No. 3 to extend the term for an additional one (1) year period through July 31, 2019 with revisions to the locum tenens referral rates in Agreement per “Exhibit A – Rate Sheet as per Amendment No.3” with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$6,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on August 1, 2019 via Amendment No. 4 to extend the term for an additional one (1) year period through July 31, 2020 with revisions to the locum tenens referral rates in Agreement per “Exhibit A – Rate Sheet as per Amendment No.4” with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$8,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, Natividad seeks to ensure that appropriate and necessary physician services are available to Natividad patients during the COVID-19 pandemic; and

WHEREAS, in light of COVID-19, the Parties extended the term of the Agreement via Amendment No. 5 to extend the term by five (5) months through December 31, 2020 with no change to the locum tenens referral rates in the Agreement with an increase of \$1,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$9,000,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to extend the term for an additional one (1) year period through December 31, 2021 to allow for services to continue with revisions to the locum tenens referral rates in Agreement per "Exhibit A- Rate Sheet as per Amendment No. 6," with an increase of \$1,500,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$10,500,000 for all Agreements awarded per RFP# 9600-61; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 7 to allow for services to continue with additional changes to reflect clarifications in the law attached hereto as "Exhibit B" with no changes to the locum tenens referral rates, total aggregate amount, or term of Agreement August 1, 2015 through December 31, 2021 for all Agreements awarded per RFP #9600-61.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment, No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6 incorporated herein by this reference, except as specifically set forth below.

1. A new Exhibit "B" is attached hereto and incorporated herein by this reference.
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.
3. A copy of this Amendment No. 7 shall be attached to the Original Agreement.
4. This Amendment No. 7 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 7 on the basis set forth in this document and have executed this Amendment No. 7 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: 
Charles R. Harris, Interim CEO


Date: 11/2/2021

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 9/29/2021

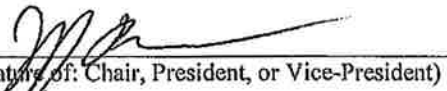
APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 9/29/2021

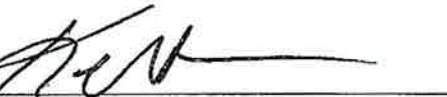
CONTRACTOR

Medical Search, LLC dba SUMO Medical Staffing
CONTRACTOR's Business Name
See instructions below

By: 
(Signature of: Chair, President, or Vice-President)

Jeff Parker CEO
Name and Title

Date: Aug. 10, 2021

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

KEVIN ANDERSON - CFO
Name and Title

Date: 8/10/21

*****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 (two signatures required).

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 (two signatures required).

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 (one signature required).

EXHIBIT B

The following terms and conditions apply to any employee of CONTRACTOR assigned to NMC pursuant to this Agreement ("CONTRACTOR Worker"). CONTRACTOR Workers do not include *locum tenens* physicians.

1. **CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS); INDEMNIFICATION**
 - 1.1 The County participates in the California Public Employee Retirement System ("CalPERS"). As such, CONTRACTOR and County must be mindful of restrictions on the employment of persons who are not participating in CalPERS, as well as those persons who are retirees under CalPERS (hereinafter, "PERS annuitant").
 - 1.2 CONTRACTOR shall identify in writing to County any CONTRACT Worker with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
 - 1.3 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
 - 1.4 The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR Worker's name and (2) the last four digits of the CONTRACTOR Worker's Social Security Number.
 - 1.5 The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR Worker had previously worked for a governmental entity that participates or participated in CalPERS.
 - 1.6 The term "PERS annuitant" is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
 - 1.7 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR Worker with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
 - 1.8 Subject to any applicable limitations of law, at CONTRACTOR's expense as described herein, CONTRACTOR agrees to indemnify, defend and hold harmless the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its

purported agents or independent contractors as a result of any finding, order, judgment or other ruling that any of CONTRACTOR Workers is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

**2. CONTRACT WORKERS ARE EMPLOYEES SOLELY OF CONTRACTOR;
EMPLOYMENT RELATED CLAIMS; INDEMNIFICATION**

- 2.1 Nothing in this Agreement shall create an employer and employee relationship between CONTRACTOR Worker and the County. At all times, the CONTRACTOR Worker shall remain an employee of CONTRACTOR. CONTRACTOR agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. CONTRACTOR shall cover CONTRACTOR Workers assigned to the County under CONTRACTOR's own workers compensation policy throughout the term of any agreement subsequently awarded by the County pursuant to this RFP.
- 2.2 At CONTRACTOR'S expense as described herein, CONTRACTOR agrees to defend, indemnify, and hold harmless the County, its officers, agents, employees, members, subsidiaries, parent, affiliates, and successors in interest from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of CONTRACTOR's or the County's alleged failure to pay, when due, all such compensation, premiums, taxes and obligations and including any claim of whatever nature brought by any employee of CONTRACTOR or any applicant of CONTRACTOR for employment, arising out of the hiring, or failure to hire the employee/applicant, or arising out of any aspect of his/her employment by CONTRACTOR and the termination thereof (collectively referred to for purposes of this Section as "Employment Claim(s)"). CONTRACTOR shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by the County.

3. TEMPORARY EMPLOYEES

- 3.1 CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR Worker for all assignments with the County.
- 3.2 CONTRACTOR shall notify County when an individual CONTRACTOR Worker's hours working for the County are approaching 650 hours in a fiscal year (7/1-6/30).

3.3 Subject to any State of California exemptions in place to ensure adequate staffing during the COVID-19 pandemic, County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.