NINTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS NINTHAMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of December 1, 2013, the Effective Date, by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("Hospital"), and MEDICAL DOCTOR ASSOCIATES ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Service Agreement dated February 1, 2009; as amended on March 1, 2010; July 1, 2010; March 1, 2011; July 1, 2011; December 1, 2011; July 1, 2012; May 1, 2013; and July 1, 2013 (collectively, the "Agreement") pursuant to which Contractor provides referrals for locum tenens physician services.
- C. Hospital and Contractor desire to amend the Agreement to increase the amount payable by \$500,000 due to increased utilization of locum tenens provider services.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. **<u>Defined Terms</u>**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. <u>Amended Section 2</u>. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "During the period of February 1, 2009 and June 30, 2014, the maximum obligation of the County for services provided hereunder shall not exceed two million three hundred thousand dollars \$2,300,000."
- 3. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Continuing Effect of Agreement</u>. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

Reviewed (as to fiscal provisions

Auditor/Controller County of Monterey

CHARLES J. McKEE, County Counsel

Stacy Saetta, Deputy County Counsel



Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Board Report

Legistar File Number: A 13-123

June 25, 2013

Introduced: 6/4/2013

Logiotai i no mambori A To The

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

a) Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Eighth Amendment to the Professional Services Agreement (A-11427) with Medical Doctor Associates (MDA) to provide locum tenens services at NMC extending the term to June 30, 2014 and adding \$300,000, for a revised total Agreement amount not to exceed \$1,800,000 in the aggregate (for the period February 1, 2009 to June 30, 2014); and

b) Authorize the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- c) Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Eighth Amendment to the Professional Services Agreement (A-11427) with Medical Doctor Associates (MDA) to provide locum tenens services at NMC extending the term to June 30, 2014 and adding \$300,000, for a revised total Agreement amount not to exceed \$1,800,000 in the aggregate (for the period February 1, 2009 to June 30, 2014); and
- d) Authorize the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

NMC entered into an agreement with MDA on February 1, 2009; as amended March 1, 2010; July 1, 2010; March 1, 2011; July 1, 2011; December 1, 2011; July 1, 2012 and May 1, 2013 to provide locum tenens services. Locum tenens (temporary) physicians are utilized during periods when its employed/contracted physicians are not available (e.g., vacation; illness; continuing medical education; etc.) to provide health care services vital to NMC's continued operation.

The Agreement was amended on May 1, 2013 to increase the maximum liability to due to an emergent need for locum tenens physicians to cover for vacant positions in critical patient care areas of the hospital, but did not change the annual rate sheet in the Agreement. NMC wishes to amend the Agreement with MDA to extend the term an additional twelve months and increase the maximum liability of the Agreement in order to continue to utilize locum tenens physicians in these patient care areas. NMC negotiated new rates for some specialties, no more than 3%. Most rates remained the same services provided by locum tenens



Monterey County

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Agreement No.: A-11427

Upon motion of Supervisor Salinas, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Eighth Amendment to the Professional Services Agreement (A-11427) with Medical Doctor Associates (MDA) to provide locum tenens services at NMC extending the term to June 30, 2014 and adding \$300,000, for a revised total Agreement amount not to exceed \$1,800,000 in the aggregate (for the period February 1, 2009 to June 30, 2014); and
- b. Authorized the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 25th day of June 2013, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas and Potter

NOES:

None

ABSENT: Supervisor Parker

I, Gail T. Borkowski, 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 76 for the meeting on June 25, 2013.

Dated: June 27, 2013 File Number: A 13-123 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Deputy

EIGHTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS EIGHTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of July 1, 2013, by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("Hospital"), and MEDICAL DOCTOR ASSOCIATES ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Service Agreement dated February 1, 2009, as amended on March 1, 2010, July 1, 2010, March 1, 2011, July 1, 2011; December 1, 2011, July 1, 2012 and May 1, 2013 (collectively, the "Agreement") pursuant to which Contractor provides referrals for locum tenens physician services.
- C. Hospital and Contractor desire to amend the Agreement to increase the amount payable by \$300,000 for services provided during the extended term.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. **<u>Defined Terms</u>**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. <u>Amended Section 2</u>. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "During the period of February 1, 2009 and June 30, 2014, the maximum obligation of the County for services provided hereunder shall not exceed one million eight hundred thousand dollars \$1,800,000."
- 3. <u>Amended Exhibit A</u>. Exhibit A is deleted and replaced in its entirety and attached hereto as Exhibit A.
- 4. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 5. <u>Continuing Effect of Agreement</u>. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 6. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR	•
MEDICAL DOCTOR ASSOCIATES	Date: MAP 22, 20/3
By: De Presibent	• •
By: Kens Kinler Its // NOSINOWY	
NATIVIDAD MEDICAL CENTER	Purchase Order Number
By: Contracts /Purchasing Manager	Date:, 20
By: Natividad Medical Center Representative	Date: 5 (14, 2013
APPROVED AS TO LEGAL FORM: CHARLES J. McKEE, County Counsel	
Stacy Saetta, Deputy County Counsel	Date:
	Reviewed as of lacal provisions
	Auditor-Controller County of Monterey

EXHIBIT A

MEDCIAL DOCTOR ASSOCIA	TES -July 1.	2013 to June 30th. 1	2014	RATES A	REALL INCL	ISIVE OF TO	AVEL EXPENS	Fe
			7,7	INTEGR	THE WITE UNDER	JUIVE OF IK	MYEL EXPENS	
	1				1	ļ		
		1	1]	1	
			1				1	
	-							
	į.	Daily	1			24 Hour	24 Hour Call	ļ
		(8 hr day unless			Holiday/	Call Only	Only	Placement
Specialty	Hourly	otherwise specified		Overtime	Premium	Weekday	Weekend	Fee
Anesthesiology	\$ 235.00	\$ 1,880.00	\$	235.00				
Cardiac Anesthesiology	\$ 250.00	\$ 2,000,00	1 \$	250.00				
Cardiology	\$ 370.00	\$ 2,950.00		370.00	\$ 3,550.00			
Cardiology, Interventional	\$ 490.00	\$ 3,900.00		490.00		\$ 490.00	\$ 4,200.00	
Cardiology, Invasive	\$ 425.00	\$ 3,400.00	\$	425.00	\$ 4,000,00	\$ 425,00	\$ 3,700,00	
Critical Care (12 hour day)		\$ 3,500.00	L				\$ 3,300.00	
Certified Registered Nurse Anesthetist	\$ 156.25	\$ 1,250.00	\$	156,25	\$ 1,250.00	\$ 700,00		
Dermatology		\$ 2,200,00	$oxed{oxed}$		\$ 400.00	\$ 350.00		\$ 25,000.00
Emergency Medicine	\$ 230.00	N/A	\$	230,00	\$ 330.00	N/A	N/A	\$ 25,000.00
Family Practice , Ambulatory Care	\$ 170,00			240.00		\$ 300.00		\$ 25,000.00
Family Practice	\$ 160.00	\$ 1,280.00		160.00		\$ 300.00	\$ 600.00	
Family Practice with OB	\$ 186.00		\$	186,00	\$ 279.00	\$ 300,00	\$ 680,00	
Gastroenlerology		\$ 2,500.00			\$ 400,00	\$ 350,00)	\$ 25,000.00
General Surgery	\$ 159,00	\$ 1,880,00	\$	159,00	\$ 2,820.00	\$ 159.00	\$ 1,880.00	
Hematology/Oncology		\$ 1,700.00	L		\$ 195,00	\$ 195.00	\$ 800,00	
Hospitalist - Primary Care	\$ 225.00	N/A	\$	225.00	\$ 290.00	N/A	N/A	\$ 25,000.00
Internal Medicine	\$ 170,00	\$ 1,360.00	\$	160.00	\$ 256.00	\$ 160.00	\$ 480.00	\$ 25,000.00
Infectious Disease		\$ 2,200,00	<u> Ц</u>		\$ 2,925,00		\$ 2,395.00	
Medical Oncology		\$ 1,700.00	<u> </u>		\$ 2,550,00	\$ 195.00	\$ 800.00	
Medical Dosimetrist	\$ 125.00		\$	125.00				\$ 10,000.00
Medical Physicist	\$ 185,00		\$	185.00	- 17			\$ 12,000.00
Neonatology (24 hours)	N/A	\$ 4,100.00	\$	310.00	\$ 6,150.00	N/A	N/A	\$ 25,000,00
Nephrology	\$ 370.00	\$ 2,950,00	\$	370.00	\$ 3,550.00	\$ 370,00		\$ 25,000,00
Neurological-Surgery—	\$ 450.00		-\$	450,00	-\$-5,400:00-	\$ 450.00	\$ 3,600,00	\$ 25,000.00
Neurology		\$ 2,100.00	<u> </u>			\$ 300.00	\$ 900.00	\$ 18,000.00
Nurse Practitioner	\$ 109.00	\$ 848.00	\$	106.00		\$ 246.00	\$ 492.00	\$ 15,000.00
Obstetrics and Gynecology (9 hour day)	\$ 250.00	\$ 1,995.00	\$	250.00	325 hourly	N/A	N/A	\$ 25,000.00
Occupational Medicine	\$ 140.00	\$ 1,080,00	\$	140.00	170 hourly	. N/A	N/A	\$ 25,000.00
Opthomology (Surgery)	\$ 225.00	\$ 1,800.00	\$	225,00	\$ 2,700.00	\$ 225.00		\$ 25,000.00
Orthopedic Surgery	\$ 285.00	\$ 2,280,00	\$	285.00	\$ 3,420.00	\$ 285.00	The state of the s	
Otelaryngology	\$ 243.75	\$ 1,950.00	\$.	250.00	\$ 2,925.00	\$ 250.00		
Pathology Pediatrics (0-8 hrs: OT after 5pm)		\$ 1,307.00	\$	195.00	\$ 1,960.50	\$ 125.00		\$ 25,000.00
Pediatrics (0-8 rirs; O1 aner opm)		\$ 1,810.00	.\$	250.00	\$ 2,715.00	.,	N/A	\$ 25,000.00
Pediatric Hospitalist Pediatric Critical Care		\$ 2,575.00	\$_	267.50	\$ 3,862.50			\$ 25,000.00
		\$ 4,100.00	<u> </u>	N/A	N/A	N/A	N/A	\$ 25,000.00
Pedlatric Cardiology	A 000 00	\$ 2,450.00		325.00	\$ 3,390.00			\$ 25,000.00
Physical Medicine and Rehabilitation Physicians Assistant	\$ 225.00	\$ 1,800,00	\$	225.00	\$ 2,700.00	\$ 225.00		\$ 25,000.00
Psychiatry Inpatient	\$ 109.00	\$ 848.00	\$	106.00	\$ 186.00	\$ 246.00		\$ 18,000.00
Psychiatry Outpatient	\$ 179.00	\$ 1,432.00		202.00	205 hourly		\$ 525,00	\$ 25,000.00
Psychiatry Outpatient Psychiatry Child & Adolescent Inpatient	\$ 179.00 \$ 189.00	\$ 1,432.00	\$	202.00	205 hourly	\$ 162.00		\$ 25,000.00
Psychiatry Child & Adolescent Inpatient Psychiatry Child & Adolescent Outpatient	\$ 189.00 \$ 189.00	\$ 1,512.00	\$	216.00	218 hourly	\$ 172.00		\$ 25,000.00
Pulmonology /Pulm. CC	φ 100.U()	\$ 1,512.00	\$	216,00	218 hourly	\$ 172.00	Table Section 1	\$ 25,000.00
Radiation Oncology		\$ 3,500,00	ļ		\$ 5,025.00		\$ 3,500.00	
Radiation Therapist	\$ 91.00	\$ 1,700.00	<u> </u>		\$ 195.00	N/A	\$ 800.00	\$ 25,000.00
Radiology Diagnostics	\$ 91.00	A 2744.55	\$	91.00				\$ 8,000.00
Radiology Interventional Urology		\$ 1,741.00			250 hourly	\$ 900.00		\$ 18,000.00
Trauma Surgery	#200 00	\$ 2,250.00	<u> </u>	4000.00	325 hourly	\$ 1,200.00		\$ 20,000.00
Urology	\$260.00	N/A		\$260.00	\$390,00	N/A	N/A	\$25,000,00
Orology	\$ 243.75	\$ 1,950.00	\$	250,00	\$ 2,820.00	\$ 300.00	\$ 1,880.00	\$ 25,000.00



Monterey County

168 West Alisal Street, 1st Floor Salinas, QA 93901 831,755,5066

Board Order

Agreement No.: A-11427

Upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Seventh Amendment to the Professional Services Agreement (A-11427) with Medical Doctor Associates (MDA) to provide Iocum tenens services at NMC, adding \$100,000 for the remainder of Fiscal Year 2012/2013 for a revised total Agreement amount not to exceed \$1,500,000 in the aggregate (for the period February 1, 2009 to June 30, 2013).

PASSED AND ADOPTED on this 23rd day of April 2013, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES.

None

ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on April 23, 2013,

Dated: April 26, 2013 File Number: 13-046 Gall T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Normas to



Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5086

Board Report

Legistar File Number: A 13-046

April 23, 2013

Introduced: 4/4/2013

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Seventh Amendment to the Professional Services Agreement (A-11427) with Medical Doctor Associates (MDA) to provide locum tenens services at NMC, adding \$100,000 for the remainder of Fiscal Year 2012/2013 for a revised total Agreement amount not to exceed \$1,500,000 in the aggregate (for the period February 1, 2009 to June 30, 2013).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Seventh Amendment to the Professional Services Agreement (A-11427) with Medical Doctor Associates (MDA) to provide locum tenens services at NMC, adding \$100,000 for the remainder of Fiscal Year 2012/2013 for a revised total Agreement amount not to exceed \$1,500,000 in the aggregate (for the period February 1, 2009 to June 30, 2013).

SUMMARY/DISCUSSION:

NMC entered into an agreement with MDA on February 1, 2009; as amended March 1, 2010; July 1, 2010; March 1, 2011; July 1, 2011; December 1, 2011; and July 1, 2012 to provide locum tenens services. Locum tenens (temporary) physicians are utilized during periods when its employed/contracted physicians are not available (e.g., vacation; illness; continuing medical education; etc.) to provide health care services vital to NMC's continued operation.

The expenditure of this agreement by fiscal year is as follows:

Fiscal Year 2009-10	\$530,707
Fiscal Year 2010-11	\$300,225
Fiscal Year 2011-12	\$284,326
Fiscal Year 2012-13 (year to date)	\$203,087

The amount budgeted for Fiscal Year 2012/2013 was nearly reached due to the need for locum tenens physicians to cover for vacant positions in critical patient care areas of the hospital. NMC wishes to amend the agreement with MDA to add \$100,000 for the remainder of Fiscal Year 2012/2013 in order to continue to utilize locum tenens physicians in these patient care areas. There is no increase to the previously negotiated rates for services provided by locums tenens physicians, which vary by specialty and are all-inclusive of travel, lodging and associated expenses.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment/Agreement as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment/Agreement as to fiscal provisions. The Amendment/Agreement has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The total cost for this Amendment/Agreement is \$1,500,000 for the period February 1, 2009 to June 30, 2013. \$530,707 was disbursed in Fiscal Year 2009/2010; \$300,225 was disbursed in Fiscal Year 2010/2011; \$284,3226 was disbursed in Fiscal Year 2011/2012 and \$203,087 of the budgeted \$284,743 was disbursed in the first part of Fiscal Year 2012/2013. Adding \$100,000, will increase the projected spend to \$384,743 for Fiscal Year 2012/2013. There is no impact to the General Fund.

Prepared by: Jeanne-Ann Balza, Management Analyst, 783.2506 Approved by: Harry Weis, Chief Executive Officer, 783.2553

Attachments:

First-Seventh Amendment, Agreement

Originals on File at the Clerk of the Board

Harry Weis, CEO

Date

4/,2/13

SEVENTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SEVENTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of May 1, 2013, by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("Hospital"), and MEDICAL DOCTOR ASSOCIATES ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Service Agreement dated February 1, 2009, as amended on March 1, 2010, July 1, 2010, March 1, 2011, July 1, 2011; December 1, 2011, and July 1, 2012 (collectively, the "Agreement") pursuant to which Contractor provides referrals for focum tenens physician services.
 - C. Hospital and Contractor desire to amend the Agreement,

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. Amended Section 2. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "During the period of February 1, 2009 and June 30, 2013, the maximum obligation of the County for services provided hereunder shall not exceed one million five hundred thousand dollars \$1,500,000."
- 3. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Continuing Effect of Agreement</u>. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 5. Reference. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment,

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

MEDICAL DOCTOR ASSOCIATES	Date: March 38, 2013
By: James Hotely July By: James Hotely Hotel Its PRESIDENT	
Tax I,D. No.	
NATIVIDAD MEDICAL CENTER By: Contracts /Purchasing Manager	Purchase Order Number Date: 4, 2013
By: Natividad Medical Center Representative	Date: 4/4 , 20_3
APPROVED AS TO LEGAL FORM: CHARLES J. McKEE, County Counsel Kay Leman (**) Stacy Shetta, Deputy County Counsel	Date: 4/5 ,20/3
	Reviewed (2) to file of provisions Auditor Controller County of Monterey



Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5841

Board Report

Legistar File Number: A 12-107

Introduced: 5/25/2012

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Sixth Amendment to the Professional Services Agreement with Medical Doctor Associates (MDA) to provide locum tenens services at NMC, extending the Agreement to June 30, 2013 and adding \$200,000 for Fiscal Year 2012-13 for a revised total Agreement amount not to exceed \$1,400,000 in the aggregate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Sixth Amendment to the Professional Services Agreement with Medical Doctor Associates (MDA) to provide locum tenens services at NMC, extending the Agreement to June 30, 2013 and adding \$200,000 for Fiscal Year 2012-13 for a revised total Agreement amount not to exceed \$1,400,000 in the aggregate.

SUMMARY/DISCUSSION:

NMC entered into an agreement with Medical Doctors Associates (MDA) on February 1, 2009 to provide locum tenens services. NMC utilizes locum tenens (temporary) physicians during periods when its employed/contracted physicians are not available (e.g., vacation; illness; continuing medical education; etc.) to provide health care services vital to NMC's continued operation. NMC pays locum tenens companies for physician services based on an hourly/daily rate specific to each medical specialty. Rates are all-inclusive of travel, lodging and associated expenses and have been negotiated separately with each locum tenens company.

In order to find highly qualified temporary physicians that match the position we are trying to cover and are available on sometimes very short notice, it is necessary that NMC contract with multiple locum tenens companies. NMC wishes to amend the Professional Services Agreement with MDA to extend the term of the agreement for an additional twelve (12) months and continue to utilize their resources to secure quality physicians to cover vital services at NMC.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The total cost of this amended Agreement is not to exceed \$1,400,000 and \$200,000 is included in the fiscal year 2013 recommended budget. There is no impact to the General Fund.

Prepared by: Jeanne-Ann Balza, Management Analyst, 783.2506 Approved by: Harry Weis, Chief Executive Officer, 783.2553

Attachments:

Amendments 1-6; Agreement

Harry Weis, CEO



Monterey County

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

Board Order

Agreement No. A-11427

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Sixth Amendment to the Professional Services Agreement with Medical Doctor Associates (MDA) to provide locum tenens services at NMC, extending the Agreement to June 30, 2013 and adding \$200,000 for Fiscal Year 2012-13 for a revised total Agreement amount not to exceed \$1,400,000 in the aggregate.

PASSED AND ADOPTED on this 26th day of June 2012, by the following vote, to-wit:

AYES:

Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on June 26, 2012.

Dated: July 27, 2012 File Number: A 12-107 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monteray, State of California

Deput

SIXTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of July1, 2012, by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("Hospital"), and MEDICAL DOCTOR ASSOCIATES ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Service Agreement dated February 1, 2009, as amended on March 1, 2010, July 1, 2010, March 1, 2011, July 1, 2011 and December 1, 2011 (collectively, the "Agreement") pursuant to which Contractor provides referrals for locum tenens physician services.
 - C. Hospital and Contractor desire to amend the Agreement.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. Amended Section 2. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "During the period of February 1, 2009 and June 30, 2013, the maximum obligation of the County for services provided hereunder shall not exceed one million four hundred thousand dollars \$1,400,000."
- 3. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Continuing Effect of Agreement</u>. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 5. Reference. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR MEDICAL DOCTOR ASSOCIATES Purchase Order Number By: Contracts / Purchasing Manager Natividad Medical Center Representative APPROVED AS TO LEGAL FORM: CHARLES J. McKEE, County Counsel Date: _ Stacy Saetta, Deputy County Counsel

Auditor-Controller
County of Monterey (-|-\2

	***	RATES	S AF	RE ALL INCLUSI	VE C	F TRAVEL EXP	EN	SES					_	
										· · · · · · · · · · · · · · · · · · ·	T			
											ĺ			
				Dally						24 Hour	ء ا	24 Hour Call		
			(1	B hr day unless				Holiday/		Call Only	Ι.	Only	F	Placement
Specialty	H	lourly	oth	erwise specified)		Overtime		Premium		Veekday		Weekend	_	Fee
Anesthesiology	\$	235.00	\$	1,880,00	\$	235,00			\$	1,000.00	\$		5	25,000.00
Cardlac Anesthesiology	. 5	250.00		2,000,00	\$	250,00			\$	1,200.00			69	25,000.00
Cardlology	\$	370.00	\$	2,950.00	\$	370,00		3,550,00	\$	375,00			5 5	25,000.00
Cardiology, Interventional	\$	490,00	\$	3,900.00	\$	490,00			_	490,00	\$	4,200.00	\$	25,000,00
Cardiology, Invasive Critical Care (12 hour day)	\$	425,00	\$	3,400,00	\$	425,00	\$	4,000.00	\$	425,00			\$	25,000.00
Certified Registered Nurse Anesthetist	\$	156,25	\$	3,300,00	-		١.,				\$		\$	25,000.00
Dermatology	1-2	100.20	<u>\$</u> _	1,250,00 2,000,00	\$	156.25	-	1,250,00	\$	700.00	\$	1,120,00	\$	18,000,00
Emergency Medicine	\$	230.00	├ -\$-	N/A	\$	230,00	\$ \$		\$	350.00 N/A	-	K1/A	\$	25,000,00
Family Practice , Ambulatory Care	- 	170,00	\$	1,360,00	\$	230,00			\$	300,00	1	N/A	49	25,000,00
Family Practice	-	160.00	\$	1,280,00	\$	160.00			*	300,00	\$		\$ 5	25,000.00
Family Practice with OB	8	186.00	\$	1,488,00	\$	186,00	\$		\$	300,00	\$			25,000.00 25,000.00
Gastroenterology	┯	,104	\$	2,400,00	<u> </u>	100,00	8	400,00	\$	350,00	┉	, 000,00	9 65	25,000,00
General Surgery	\$	159,00	\$	1,880,00	\$	159.00	Ի ւ		\$	159,00	\$	1,880.00	\$	25,000,00
Hematology/Oncology	1	****	\$	1,700,00	_	1,50,00	l š		\$	196.00	1		\$	25,000.00
Hospitalist - Primary Care	\$	216.00		N/A	\$	215.00	 	260 hr.	N/		-	WA	\$	25,000.00
Internal Medicine	\$	170.00	\$	1,360,00	\$	160,00	\$	258,00	\$	160,00	\$		\$	25,000.00
Infectious Disease			\$	2,000.00		N. hanker	\$	77 1 15 17 17			\$		\$	25,000.00
Medical Oncology			\$	1,700.00			\$		\$	195,00	\$		8	25,000.00
Medical Dosimetrist	.\$	125,00			53	125.00					Ħ		\$	10,000.00
Medical Physicist	\$	186.00	<u></u> .		\$3	185.00					1		\$	12,000,00
Neonatology (24 hours)	<u> </u>	N/A	\$	4,100,00		N/A	\$	-,,,,-,-		N/A		N/A	\$	25,000.00
Nephrology	\$	370.00	\$	2,950,00	\$	370.00		3,550.00	\$	370,00	\$		\$	25,000,00
Neurological Surgery	\$	450,00	\$	3,600.00	\$	450,00	\$	5,400.00	\$	450,00	\$		\$	25,000.00
Neurology			\$	2,100.00			L		\$	300.00			\$	18,000.00
Nurse Practitioner	<u>\$</u>	106.00	\$	848,00	\$	106,00			\$	246,00	\$		\$	15,000.00
Obstetrics and Gynecology (9 hour day) Occupational Medicine	\$	260,00 135,00	\$	1,995.00	\$	250.00		325 hourly		N/A	ļ.,	N/A	\$	25,000.00
Opthomology (Surgery)	\$	225,00	\$	1,080.00 1,800.00	\$	140,00 225,00		170 hourly	<u> </u>	N/A	Ļ	N/A	\$	25,000.00
Orthopedic Surgery	\$	286,00	\$	2,280,00	\$	285.00	\$		8	225.00	\$		\$	25,000.00
Otolaryngology	\$	243.75	\$	1,960,00	\$	250.00	_ <u>\$</u>		\$	285.00 250.00			\$	25,000.00
Pathology	- - -	210110	\$	1,307.00	\$	195.00				125.00			\$	25,000,00
Pediatrics (0-8 hrs: OT after δpm)	1	*1-73-7-M	\$	1,810.00	\$	250.00	\$		Ψ.	120.00	۲	N/A	\$	25,000,00
Pediatric Hospitalist	╁┈		\$	2,500,00	\$	250,00				W/FILE 44.	├	INIA	\$	25,000,00
Pediatric Critical Care		************	\$	4,100.00	*********	N/A	 	N/A		N/A	╌	N/A	\$	25,000.00
Pediatric Cardiology	·	Herrid division in	\$	2,450.00	\$	325,00	\$				 		\$	25,000,00
Physical Medicine and Rehabilitation	\$	225.00	\$	1,800.00	\$	225,00			\$	225,00	\$	900.00	\$	25,000.00
Physicians Assistant	\$	106,00	\$	848.00	45	106,00			\$	246,00	\$		\$	18,000.00
Psychiatry inpatient	\$	179.00	\$	1,432.00	\$	202,00		205 hourly			\$		\$	25,000,00
Psychiatry Outpatient	\$	179,00	\$	1,432.00	\$	202.00		205 hourly	\$	162,00	I	V/A	\$	25,000.00
Psychiatry Child & Adolescent Inpatient	<u> </u>	189.00	\$	1,512,00	\$	216,00		218 hourly	\$	172.00	\$		\$	25,000,00
Psychiatry Child & Adolescent Outpatient	\$	189.00	\$	1,512.00	\$	216,00		218 hourly	\$	172,00	3		\$	25,000,00
Pulmonology /Pulm, CC	ļ	, , , , , , , , , , , , , , , , , , , ,	\$	3,350.00		.,,		5,025.00	_		\$	3,350.00	65 65	25,000,00
Radiation Oncology	-	00.00	\$	1,700.00	<u>_</u>		13	195,00		N/A	\$	800,00	\$	25,000.00
Radiation Therapist Radiology Diagnostics	\$	89.00	L	4 744 00	\$	89.00	L				ــا		\$	8,000,00
Radiology Diagnostics Radiology Interventional Urology			\$	1,741.00		,		250 hourly	\$	900.00	1		\$	18,000.00
Urology	\$	243,75	\$	2,250.00	Φ.	A.F.A. A.A.		325 hourly	\$	1,200,00			\$	20,000,00
Totology	Ţ	443,/5	J <u>.</u> ÿ	1,950.00	\$	250,00	<u> \$</u>	2,820.00	<u>.\$</u> .	300.00	\$	1,880,00	\$	25,000.00

FIFTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of December 1, 2011, by and between COUNTY OF MONTEREY ("County") on behalf of NATTVIDAD MEDICAL CENTER ("Hospital"), and Medical Doctor Associates ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Service Agreement dated February 1, 2009, as amended on March 1, 2010, July 1, 2010, March 1, 2011 and July 1, 2011 (collectively, the "Agreement") pursuant to which Contractor provides referrals for locum tenens physician services.
- C. The Hospital and Contractor wish to enter into this Fifth Amendment to increase the total aggregate amount of the Agreement payable by Hospital to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. <u>Amended Section 2</u>. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "During the period of February 1, 2009 and June 30, 2012, the maximum obligation of the County for services provided hereunder shall not exceed one million two hundred dollars \$1,200,000."
- 3. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Continuing Effect of Agreement</u>. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 5. Reference. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR	,
By: M. cle O P. + S. Its OF 50	Date: 10/3, 2011
By: Contracts / Purchasing Manager By: Natividad Medical Center Representative	Purchase Order Number Date:
APPROVED AS TO LEGAL FORM: CHARLES J. McKEE, County Counsel Stacy Sactta, Deputy County Counsel	Date: 10/21, 2011
Arditor-Controller County of Moniere	visions v

7/1/11-6/30/12 MDA

	RATE	ARE ALL INCLUS	VE OF TRAVEL, EXP	ENSES			
7			[,		·		· · · · · · · · · · · · · · · · · · ·
	1					•	
x							
1				·			
	}	Dally			24 Hour	24 Hour Call	
		(8 hr day unless		Holiday/	Call Only	Only	Placement
Specialty	Hourly	otherwise specified)	Overtime	Premium	Weekday	Weekend	Fee
Anealinestology Gardiao Aneathestology	\$.235,00 \$.250,00	1,860.00	238,00		\$ 1,000,00	\$ 815,00	\$ 25,000,00
Cardiology	\$.250.00	\$ 2,000,00 \$ 2,960,00	250,00	\$ 2,000,00	\$ 1,200,00	\$ 900,00	\$ 26,000,00
Cardiology, interventional	\$ 490.00	\$ 2,950,00 \$ 8,900,00	\$ 970,00 \$ 490,00	\$ 8,880,00 \$ 4,600,00	\$ 375,00 \$ 490,00	\$ 3,250,00 \$ 4,200,00	\$ 25,000.00
Cardiology, Invasive	\$ 425,00	1 3,400,00	425,00	\$ 4,000,00	\$ 480,00 \$ 425,00	\$ 4,200,00 \$ 3,700,00	\$ 25,000.00 \$ 25,000.00
Orligal Care (12 hour day)	T IMPIUN	\$ 3,240,00	4 TVAIAA	Ψ. 4,000,00	4 180,00	\$ 3,240,00	\$ 26,000,00
Certified Replatered Nurse Anesthetist	\$ 136,26	1,260,00	3: 168.26	\$ 4,250,00	6 750.00	\$ 1,120,00	\$ 18,000,00
Dermatology		\$ 1,960,00	MILET M. IS. 1 4	- 1 11 11 11 11 11 11 11 11 11 11 11 11	- 141 martin a staylor & control of the		\$ 26,000.00
Emergency Madigine	\$ 230,00	MAirine	\$ 230.00	\$: 330,00	NA	. NA	\$ 26,000,00
Family Practice , Ambulatory Care Family Practice	\$ 160,00	\$ 1,280,00	\$ (60,00	\$ 240.00	-		25,000.00
Family Practice with OB	\$ 160,00 \$ 180,00	\$ 1,280,00 \$ 1,486,00	\$ 160,00	\$ 240.00		71 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	\$ 26,000,00
Gastroenterology	9 100,00	\$ 1,400,00 \$ 2,250,00	\$ 168,00	\$ 240.00 \$ 279.00 \$ 376,00	\$ 195,00	\$ 080,00	\$ 26,000,00
General Surgery	8 159.00	\$ 1,860,00	\$ 160.00	\$ 2,820,00	\$ 300,00	# 3 A50 2A	\$ 25,000,00
Hematology/Ortgology	4 144.00	\$ 1,700.00	ψ 100,00	# 195,00	\$ 159,00 \$ 198,00	\$ 1,880,00 \$ 800,00	\$ 25,000,00 \$ 26,000,00
Hospitalist - Primary Cara,	1 196.00	\$ 2,600,00	\$ 198,00	\$ 2,700,00	\$ 500,00	had hourly	\$ 26,000,00 \$ 28,000,00
Uniernal Madicina	0 160.00	\$ 1,280,00	\$ 160,00	\$ 256,00	\$ 160,00	\$ 480,00	8 25,000,00
Infectious Disease		\$ 1,960,00		\$ 2,826,00		\$ 2,355,00	\$ 25,000,00
Medical Oncology Medical Dosimetrist	**************************************	\$ 1,700,00		\$ 2,880.00	\$ 195,00	\$ 800,00	\$ 25,000.00
Medical Physicist	125.00 8 185.00	http://dispublication.org	\$, 126,00	anderse black a bit.		1	\$ 10,000,00
Nechalology (24 hours)	8 186,00 N/A	\$ 6,560,00	\$ 186,00	 		Pales de propressiones	8 12,000,00
Nephrology	\$ 370.00	\$ 2,960,00	8 870.00	8 5,326,00	N/A	N/A	\$ 25,000,00
Natural and and Granners	1 460,00	\$ 3,800,00	\$ 450.00	\$ 3,850,00 \$ 6,400,00	\$ 370,00 \$ 460,00	\$ 3,250,00	\$ 25,000.00
Neurology Neurology Neurology Neurology Obstetrios and Gynecology (6 hour day) Occupational Medicine		·\$ · 2,100,00-	400,00	4 0,400,00	.0 - 300,00-	\$ 3,600,00 \$ 900,00	\$ 26,000,00 -\$ -25,000,00
Nurse Praolitorier	98,00	The state of the s	\$ 11E.00		·	-4	\$ 16,000,00
Obstelijos and Gynecology (S hotir day)	\$ 260,00	4,900,00	250.00	828 hotnly	N/A	N/A	\$ 26,000.00
Occupational Medicine Opthomology (Surgery)	\$ 132,00	\$ 1,056,00	\$ 182,00	170 hourly	N/A	N/A	\$ 28,900.00
Opthomology (Surgery)	1 228,00	\$1,800,00	\$ 226,00	\$ 2,700:00	\$ 225,00	\$ 900;00	6 26,000,00
Orthopedic Surgery Ololaryngology	\$ 285,00 \$ 243,75	\$ 2,280,00	\$ 286,00	\$ 8,420,00	\$ 286,00	\$ 2,280,00	\$ 25,000,00
Palhology	1, 243,75	3 ,050,00 1,196,00	\$ 280,00	\$ 2,925,00	\$ 250,00	9. 975.00 \$ 800.00	\$ 25,000,00
Pedlatrica		\$ 1,510,00°	\$ 218,00	3 2,265.00	\$ 800.00 \$ 200.00	\$: 600.00 N/A	\$ 25,000,00
Pediatrio Hospitalisi	-	\$ 2,100.00	\$ 212,00	8 8,180,00	\$ 203,00	1972A	\$ 25,000,00 \$ 25,000,00
Pedlatrio Oritical Care Pedlatrio Carridogy	in alternative in the second	\$ i 8.700,00 \$ 2.260,00	N/A	N/A	N/A	N/A	\$ 25,000,00
Pedlatrio Carcifology	***************************************	\$ 2,260,00	\$ 300,00	3 3,890,00	\$ 208,00		\$ 25,000,00
Physical Medicine and Robabilitation Physicians Assistant	\$ 225,00	\$ 800,00	226,00	\$ 2,700.00	\$ 225,00	\$ 900,00	\$ 25,000,00
Physiciana Assisiant	8 98,00		\$ (18,00				\$ 15,000,00
Psychlatry Inpatient Psychiatry Outpellent	\$ 179,00	1,482,50	8. 292.00	, god hourly		\$ 628.00 N/A	\$ 25,000,00
Psychiatry Offild & Adoloscent Inpatient	\$ 179,00 \$ 189,00	492,00	\$ 202.00	200 hourly	\$ 162.00 \$ 172.00 \$ 172.00	N/A	\$ 25,000,00
Payonlary Child & Adolescent Outpetient	8 109,00	\$ 1,512,00 \$ 1,512,00	\$ 216,00 \$ 246,00	218 hourly 218 hourly	1(2,00	\$ 000.00	\$ 25,000.00
Pulmonology /Pulm, C.C.		\$ 3,360,00	¥-, <u>-,410,04</u>	\$ 5,025,00	1/2,00	\$ 600.00	\$ 26,000,00 \$ 20,000,00
Radiation Oncology		1,700.00		196.00	N/A	\$ 3,360,00	\$ 25,000,00 \$ 25,000,00
Radiation Opcology Radiation Therapist	\$ 89.00		\$ 89,00		13(4)	300100	\$ 8,000,00
Radiology Diagnostics		8 1,741,00		250 hourly	\$ 900,00	# 1.878.00	\$ 18,000,00
Radiology Interventional Urology	1,	\$	- Attitution of the State of the Indian	325 hourly	\$ 1,200,00	\$ 2,448.00	\$ 20,000,00
Ujology	\$ 243.76	1,900,00	\$ 250,00	1, 2,820,00	\$ 300,00	# 1,800.00	\$ 25,000,00

FOURTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of July 1, 2011, by and between COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("Hospital"), and Medical Dootor Associates ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates Hospital, a general soute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its soute care license.
- B. Contractor and Hospital have entered into that certain Professional Service Agreement dated February 1, 2009, as amended on March 1, 2010, July 1, 2010 and March 1, 2011 (collectively, the "Agreement") pursuant to which Contractor provides referrals for locum tenens physician services.
- C. The Hospital and Contractor wish to enter into this Fourth Amendment to extend the term of the Agreement.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. <u>Amended Section 2.</u> The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "During the period of July 1, 2011 and June 30, 2012, the maximum obligation of the County for services provided hereunder shall not exceed \$200.000."
- 3. Amended Section 4. The first sentence of Section 4 of the Agreement is hereby deleted and replaced with the following: "The term of this Agreement is from February 1, 2009 to June 30, 2012, unless sooner terminated pursuant to the terms of this Agreement."
- 4. <u>Countemparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 5. <u>Continuing Effect of Agreement</u>. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

6. Reference. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR	Λ
By: Miceus R.	Date: 12011
Its CFine	
COUNTY OF MONTEREY	Description of the Control of the Co
By: Contracts /Purchasing Manager	Purchase Order Number Date: 4-10, 2011
By: Natividad Medical Conter Representative	Date: 6/43 2011
APPROVED AS TO LEGAL FORM: CHARLES J. McKEE, County Counsel	
Stacy Saotta, Deputy County Counsel	Date: 6/30,2011
, Du	Paviewed her to floor provisions
	Additor-Centroller

THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "Amendment") is made and entered into as of March 1, 2011, by and between County of Monterey ("County") on behalf of Natividad Medical Center ("NMC") and Medical Doctor Associates ("Contractor") with respect to the following:

RECITALS

- A. County owns and operates NMC, which consists of a general acute care teaching hospital ("Hospital") and an outpatient clinic (the "Clinic") located in Salinas, California.
- B. Contractor and County have entered into a Professional Service Agreement dated February 1, 2009 (collectively, the "Agreement") pursuant to which Contractor provides Locum Tenens Physician Services.
- C. The Agreement was amended March 1, 2010 to replace the original Exhibit A, Scope of Services, with Amendment No. 1 to Exhibit A ("First Amendment").
- D. The Agreement was amended July 1, 2010 to extend the term of the Agreement ("Second Amendment").
- E. The Parties wish to enter into this Third Amendment to increase the maximum liability under the Agreement.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. Amended Section 2. The last sentence of Section 2 of the Agreement is hereby deleted and replaced with the following. During the period of July 1, 2010 and June 30, 2011, the maximum obligation of the County for services provided hereunder shall not exceed \$400,000.
- 3. <u>Counterparts.</u> This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Continuing Effect of Agreement</u>. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 5. Reference. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment,

[signature page follows]

IN WITNESS WHEREOF, County and Contractor have executed this Amendment as of the day and year first written above.

By: July Silvery Time: FUESIDENT	Date: S. An 18 , 20 4/
NATIVIDAD: By: Contracts /Purchasing Manager	Date Hand 201
By: Nativided Medical Center Representati	Date: 1/31 ,20_11
APPROVED AS TO LEGAL, FORM: CHARLES J. McKEB, County Counsel Stacy Sacita, Deputy County Counsel	Date: 2/63, 20/
	Cornels of Mouresal Sylving Windson Sylving Memory of Me

Original Agreement No. BPO 9600 0000000715

ANDMONDMANA FOR PROPESSIONAL SURVICE AGREEMENT BETWEEN Medical Doctor Associates AND THE NATIVIDAD MEDICAL CENTER ron Locum Tenens Physician Services

The patien to Professional Service Agreement, dated February 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Medical Douter Associates (Contractor), iteraby agree to recew their Agreement No. BPO 9600 0000000713 ("the Agreement") on the following amended terms and conditions:

Contractor will continue to provide NMO with the same scope of service as stated in the Agreement Exhibit A is replaced with Exhibit A-2. All reference in the Agreement to Exhibit A shall be consided to refer to Exhibit A-4.

Exhibit G is incorporated herein by reference and constitutes a part of the Agreement.

This Amendment No. 2 shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.

The total amount payable by County to Contractor under the Agreement shall not exceed the lutal sum of \$1,000,000 for the full texts of the Agreement and \$200,000 for the all texts of the Agreement and \$200,000 for the all texts of the Agreement and \$200,000 for the all texts.

IN WITHESS WHEREOF, the parties hereto are in agreement with this Amendment No. 2 and Professional Survice

All other terms and conditions of the Agreement shall continue in full force and effect, A copy of this Amendment No. 2 shall be alsocied to the original Agreement.

Agreement on the basis set forth in this document and layer executed this Amendment No. 2 on the day and year set forth Signalary of Secretary, Assl. Secretary, OFO. Date Treasurer or Asst. Treasurer MICHAEL PACTAGE C. KACO Printed Name Tile NATIVIDAD MEDICAL CENTER Signature of Purchasing Menager SIGNATURE OF NIMO -- CEO Date Approved as to Legal Forms Charles J. McKee, County Counsel Hoviowed

•

.

105/12, 2010-1010-20, 2011		Sesa Pates				_	<u>.</u>			Call Pay						
			-)- 4 *T	NA COLO	Weekday		Weekend				Solidzy			
			ELAS.N			_					le Charge		Harry	2	D C	
			A STORES					منافعة المنافعة	Hours	٠	1 1 1					Perchanent
			Included In	Createn		,,,,,,		1	Contraded an	Heeper .	Sonse	į			No.	
	Hoorly	A Section	Daily Bate	世界にご	Holiday	Deliv	Stotes	A A	Cally Brits	as I	FICHES		٠,	Dane C	SE SE	Chargraph of
Anexthesiology	\$295.00	2,883.50	e) i	235.00	52,520.00		Japan P	2012185					ŧ,	\$ £	 Z Z	
Contract Analytical Contraction of the Contraction	525.00	500000	: · · ·						8 ()	() (d)	ب و ج		, ja	ş z	4 d	SECOND
Carbonagy Takes so Landing		Section 25	0 ps	Sept Of	200000	1000	\$ 8000	\$4200.50	20.00	l local	ļ	\$250000		!		525,000.00
Cheen to the characters of the	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2000 Sp		CENTRAL	CECONOSIO	TO KES	A SECTO	\$2700.50	E S	!						\$25,000,00
Confictions in National Conference		20.00	0 00	2350,000	20 600 05	200	STEEDER .	2397210	24/2PC	Middle S	2	ž	N.	NA PA	ž	225,000,000
Christian Charles Conserved (Christian Charles Christian	Ä	27.77.00	25/25	538° E	2008000	2	蓝	NA NA	ź	ğ	ž	ğ	MA	ΝĀ	N.	225,000,000
	i	TEL TELL DE	1	(2) TO	ķ -			58,240.00	12/nones			\$4,800,00	\$12,00			\$25,000,00
Cartified Resistance Native Anext anix	2560.80	55,128,05	60	STEELE	ED 850 ES	\$285.00	Beerrer	DEFOCIAL S	ZEMEC	2	N.	St. 121.00	14	XX.	MAN.	\$25,080,00
Particular de la constante de	İ	5000	e ec	5			,				_					CO.000,222
Same and the same	,	17.75s) }		CHART	21.50		2 <u>7</u> 28				N. S. S.				\$5,000,00
Same of State and the State of		3	r · b- ·	100	COUNT	ļ	•	ļ								535,000,00
Tourist of the second of the s	CT LET	\$ 250 Kg) (0	21.72.12	\$24000		uhensei 									\$5000
Vertal Association with the	\$186.00	\$4 (SS 20)) 60	Sections	\$279.00	2038502	Deeper	2580.00	\$24.00	less lies						225,000,000
Sachuseriber		(1) (1) (1)	00	3500.30	202/200	Satis	pecner pecner		ST.000.00	. 0000		\$1,500.00		beeper		525,000,350
Same Careers	100	(1) (A) (A)		250000	22820	S S	- William 1	51,250,00	N Pac	100 E	ź	188	ij	2	*	\$25,000.30
Significant Contract Contract Contracts	N.	1. 1. 2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	100/100	25-55-52	0000	-12	3	a a	4	MA	ş	¥	Ą	ź	 Q	325,220.00
Manufactured by managed by the control of the contr	{	- CO OCK - 5	,	100	005017	Case Car		(Selban)	\$24.50	Tatledo		25.00.00				\$77,000,00
	00000	200000	o ¢			5		1000		l de la	•	2	K &	*(rie de	ST-STORES
	304/300	24.00 E	1 5	1	100	- 5	1.9	EN EN	N.	1 2	N.	· 5	<u> </u>	2	MA.	275,000,00
The property of the stands and sections of the stands and sections and sections are sections and sections and sections are sections are sections and sections are sections and sections are sections are sections are sections are sections are sections and sections are	ž (i de	¥ .	100		3	()	STEEL STEEL	į,	Tourse		{	į	į	 ;	575 000 00
	of the second	100000 H	a p		2		ļ	Coageno	8	1						575 000.00
			a :		8	- Start		10000	00.00	Too or		0	\$ TIL			225,000,00
Manusch College	k is	04000	3 >	W	100	422	2	ND ND	45	100	2	ď	S	孔外	- S	525,000,00
Marianisan	E 10	000000	; n	02.00	2012	2570.00	\$1.200.00	\$525000	\$24.60							\$25,000.00
Neority Schools School		OCCUPANT OF THE PARTY OF THE PA	a td	DETECTO	N 400.03	\$250.00	相開	33,6000	24/2PC	HEPER	ş	27.	質	¥	Ę	\$25,000,00
Newspire State Sta	2	08:00:55	24/2PC	888	\$4,950.00	-52	- 절	Ä	¥	Ą	Ź	g	袋	ij	¥	525,000,00
Negrosians	{	00:00	, pa	200.00	V	200,000	Segner	\$300.00	\$24.00	heeper		\$500.00				\$25,000.00
The Party of the P	\$98.00	NA	, m	ST ST ST	\$118.00	-2	- E	芝	8	뜐	9	렃	ũ		Ŋ	\$15,000.00
The state of the second	5	1300 E	25-62	200.00	52.5303	Section	P	**	90 90, 90, 90,	MA	03055	52	製	ZŽ.	225.00	CLEAD ST
Octobrational Marketa	日田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田	00'000'15	, 80	202212	21.300.00	S.	:	E S				M/A				\$25,000.00
Ordanalian	S KG	\$3 545.00	•	2022	2319.00	SZZS	Seemen	ST-548150	50,503		2027	2,319.10	\$24.00	Beeper	225.00	225,000,000
String of the st	225.00	000000	0.00	5785.00	3,400.00	en sacs	Dia Line	SZZGLEC	NE FE	がおり	Ź	¥.	凝		M.	\$22,000.00
Orthoneolic Symmetry (26 front call cally rather)	ž	21.520.00	N. Carlot	00387	25000	SE.	ş	Þ	ž		2	Ħ	N.	45	Ą.	225,800,00
Chilarmagion	STATE	51,726,00	. 60	220.00	02.685.22	\$250.00	Mene	\$1,776.00	\$ G	Seeper	00053	22,589,00	254.00	and and	2500	225 000 300
Pathology		21,153,00	00	\$175.00	S,527.50	\$150,00	Beeper	2508.00	50 P.C.		127.00	\$825.00	\$224.00		125.03	525 BOR 00
?ecietiics		红380.60	品品	20000	Euros	520003	Seeper	Š	2	袋	芸	\$	됈	ğ	2	525,000,00
Periodicalist.		51,503,00	05-50 05-20	\$200.00	52,750,03	SZOGZO	Seeper	Š	盟	Ź	5	S.A.	5	ž ;	g :	325,000,00
? ಅವಿಶಾರ್ಥ ೧೯೩೮ ವರ್ಷ ೨೯೫ ೯		38,500.00	ä	%	Ş	된 -	N.A.	遥	\$	ğ	Z	4 i	g i	ğ :		SCAUGHUN
Pediabric Cambiday		\$2,190,06	- E-	3275.00	STANCES.	S225, TID	Remor					5	§	≨ ;	¥ ;	50000000000000000000000000000000000000
Production Street	27.05 14.05 16.05	\$3,500.00	N,	K118	3E,000 let	\$250,00 -	REFER	2008	77.75 TU		g :	%	E 1		2	
Perketúc Sugary (24 hour cell)	F.	\$3,300,00	24/2PC	日本の	2,550.33	Ħ	Ä	Ħ.	Ø,		<u> </u>	§	E.		a i	
Physical Mericine and Rehabilitation	\$225 D	27,245,03	ţo	\$725.00	STATE DO		Ì	SISSES.	27,00	Ĺ		2231910				
Psychiatry departant	200	\$1,296,00	60	\$175	SASS	200		\$525.00	8	L.		200		ļa La	1	2000000
Psychiatry Outpatient	81818	21,296,00	100	22.5	NSAB	\$152 ED	Trhocese	1	E,		2	MA			5	30 000 LO
Psychiatry Click & Adolescent lapatient	22.55	57.375.00	₩	5185 DG	\$2,054,00	\$272.00	irhorse	\$500.00		,	2185.00	000	27,70	n geroe	Name of	
Psychiatry Child & Adalescent Connetient	\$785.00	\$1,375.00	64	記録は	いると	SEE 200	Thomas	Securor		i de constituir	TAN SERVICE	No.	•			200 May 200 Ma
Pulepanology (Palm. CC		53,356.00	O-Seems	\$346.00	55,000		-1100	33,250,00	Size	į					,,	50 (2) 50
Recipation Dranslagy		54,700.00	m /	368		3 5 5 5	-				Ą	20.335.03	3 4		T.	\$25,000,00
Kalandaga Dalamasana		200000000000000000000000000000000000000		\$205 PE	100000	25	Separate	C 445 FB	25		-#-	52399.00	品品	<u> 1</u> /2	Į.	\$25,000.00
METACOCKY TONE VARIATIONAL OF DIOXY	tract Of		1 4		57.820.00	DI CUES	Beener	\$1,880,00	S	Beener	CLUSCO CO	22,220,000	SZEEFF		25.00	\$25,000.00
	٥	يدامكونتانكون ت	÷	*		ļ									•	

"Deliy rata canact be tilled by the homy thicks a P-8 hr thely one. (17.5 hilled albor Spo ""Veetend and Rollton cell ratus are 25 hours. Overtine rate stypies ff.clied in.

EXHIBIT C

CERTIFICATION OF PHYSICIANS

The Professional Services Agreement between the County of Monterey on behalf of Natividad Medical Center and Medical Doctor Associates (the "Agreement") is hereby modified to include the following:

Section 6. PERFORMANCE STANDARDS.

- Licenses and Certifications, Each Physician providing services under this Agreement shall be duly qualified and licensed to practice medicine in the State of California, and experienced and qualified in the medical practice of such Physician's practice specialty ("Specialty"). Each Physician shall, from and after the Effective Date, be and remain board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties or American Osteopathic Association (either, the "Certifying Board"); provided, however, that if a Physician is not certified in the Specialty by the Certifying Board as of the Effective Date, such Physician shall have a reasonable amount of time to obtain such certification, provided that such Physician diligently pursues such certification in accordance with the rules of the Certifying Board, and is certified in the Specialty by the Certifying Board.
- Hospital Rules, Regulations and By-Laws. Bach Physician shall provide the Services in strict accordance with all applicable Hospital rules, regulations, policies and procedures, and with any applicable Medical Staff Bylaws, Rules and Regulations, and rules of the Hospital department that supervises the Specialty (the "Department"). Each Physician shall be and remain a member of the Medical Staff of Hospital with medical privileges in good standing, including holding all Medical Staff oredentials and privileges necessary to provide professional physician services in the Specialty.
- 6.5 <u>Compliance Program.</u> Bach Physician shall attend educational or informational meetings as part of NMC's Compliance Program from time to time, as requested by NMC. All business relationships between Contractor, each Physician and NMC are to be at arm's length and must comply with applicable law and regulation(s) and NMC's policies and procedures, including NMC's Compliance Program and Code of Conduct, as they may be amended from time to time.
- Representations and Warrantles by Physicians. Each Physician represents and warrants that; (i) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (ii) Physician has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (iii) Physician has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (iv) Physician has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (v) Physician's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (vi) Physician has never been charged with or convicted of a felony, a misdemeanor

Isriabit C (MDA) rov 06,2010

involving fraud, dishonesty, controlled substances, or moral turpitude, or any orime relevant to the provision of medical services or the practice of medicine.

- 6.7 Specific Compliance Requirements. In providing the Professional Services set forth in this Agreement, each Physician shall, without limitation: (i) comply with all applicable federal and state laws, rules and regulations of each governmental authority having jurisdiction over the Department and the outpatient clinic owned and operated by NMC (the "Clinic") including, without limitation, Titles 22 and 24 of the California Code of Regulations; (ii) comply with the NMC and Hospital Medical Staff Bylaws, rules, regulations and policies, and Hospital's quality assurance and utilization review functions; (iii) comply with the NMC Code of Conduct; (iv) actively participate in meeting the standards established from time to time for the Department and Hospital's Family Practice Residency Program; (v) as requested by Hospital's Service Chief or Chief Medical Officer, serve and actively participate in the various committees of Hospital's Medical Staff, as set forth in the Medical Staff Bylaws, rules and regulations: (vi) at all times comply with all applicable Federal Healthoure Program rules and regulations; (vii) is not currently suspended or barred from participation in any Federal Healthcare Program and is not the subject of a Federal Program compliance audit or investigation; and (viil) actively assist Hospital in assuring that Hospital meets the standards and requirements of the Joint Commission, Hospital licensure requirements and/or third party payor certification requirements applicable to Hospital.
- 6.8 <u>Notification of Certain Events.</u> Each Physician shall notify Hospital in writing within twenty-four (24) hours after becoming aware of the occurrence of any of the following events:

A Physician becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by, any Federal Health Care Program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any hospital medical staff;

A Physician's medical staff membership or any clinical privileges at any health care facility (including Hospital) are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

A. Physician becomes the subject of any action or proceeding arising out of such Physician's professional services;

A Physician is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any orime related to such Physician's practice of medicine;

A Physician violates, or causes any other person or entity to violate, the Hospital Code of Conduct, and/or Hospital's corporate integrity program;

A Physiolan is expluded from or restricted in any manner from participation in a Federal Healthcare Program;

Eshibit C (MDA) rev 06,2010

Any other event occurs with respect to a Physician that materially interrupts or affects all or a portion of such Physician's ability to perform his/her obligations under this Agreement;

A Physician's license to practice medicine in the State or any other jurisdiction, or a Physician's Drug Enforcement Agency registration, is suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto; or

A Physician's insurance policy required under this Agreement is terminated, not renewed, cancelled or reduced in coverage.

- 6.9 Continuing Education. Each Physician shall, from and after the Effective Date, participate in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community for the Specialty.
- 6.10 Billing for Professional Services. To the extent permitted by law, Contractor and each Physician acknowledge and agree that Hospital shall be solely responsible for billing Federal Health Care Programs, Managed Care Organizations, and other third party payors and patients for Professional Services performed by each Physician under this Agreement, and collecting such fees and charges. Neither Contractor, any Physician nor any other person shall attempt to bill and collect from any patient, payor or any other person for any of a Physician's Professional Services, other than as described in this Agreement.

Contractor and each Physician shall assist NMC in securing any necessary physician provider enrollments and related paperwork, including Medicare and Medicaid supplier numbers, NPIs, and any reassignment forms necessary to permit payment to NMC (e.g., CMS Form 855s). Copies of pertinent documents will be provided to NMC immediately upon request.

Contractor, each Physician and NMC agree that charges, coding and reimbursement procedures will follow established Medicare guidelines in effect upon the date the service is provided.

Section 7. PAYMENT CONDITIONS

7.3 Time Reporting. Contractor and each Physician agree to: (i) prepare and submit accurate and complete time records documenting separately the time spent by each Physician rendering Professional Services and/or Provider Services, on forms acceptable to Hospital; (ii) at such times as requested by Hospital, execute and update a written allocation agreement, on a form furnished by Hospital, specifying the respective amounts of time to be spent in furnishing Professional Services, Provider Services, and any services which do not fall into either category, and/or executing and updating such other agreement(s) as may be required by the Federal Health Care Programs from time to time; and (iii) retain such allocation agreement and all amendments thereto, and all time

records and other agreements required by this Section, for not less than four (4) years after the end of Hospital's fiscal year to which such documents relate. The parties and each Physician acknowledge and agree that the sole purpose of recording hours of activity and of determining compensation based thereon is the imposition of rules and regulations pursuant to the Federal Health Care Programs, and does not constitute an employer/employee relationship.

Section 9. RECORDS AND CONFIDENTIALITY

- Confidentiality, Contractor, its officers, employees, agents, and subcontractors and each Physician, shall comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal scourity standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Contractor and each Physician shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of Hospital patients, other than as permitted by this Agreement, Hospital policies and procedures, and the requirements of HIPAA or the Regulations. Contractor and each Physician shall implement-appropriate-safeguards-to-prevent-the-use-or-disclosure-of-Protected-Health-Information other than as contemplated by this Agreement. Contractor and each Physician shall promptly report to Hospital any use or disclosures, of which Contractor or a Physician becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Contractor or a Physician contracts with any agents to whom Contractor or a Physician provides Protected Health Information, Contractor or such Physician shall include provisions in such agreements pursuant to which Contractor or the Physician and such agents agree to the same restrictions and conditions that apply to Contractor and Physician with respect to Protected Health Information. Contractor and each Physician shall make Contractor and each Physician's Internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-elient, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Contractor [each Physician] or Hospital by virtue of this Section. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
- 9.2.1 Medical Records. Each Physician shall prepare and maintain, or cause to be prepared and maintained, complete medical records, in accordance with Hospital requirements for documentation, timeliness and completeness, for each patient who is treated by a Physician at Hospital, including but not limited to within the Department or the Clinic Said medical records shall, at all times, be the property of Hospital, but each Physician shall have reasonable access to such medical records and shall have the right to make copies thereof, at such Physician's sole cost and expense, upon reasonable notice to Hospital to do so.

Section 10, PHYSICIAN CERTIFICATION

Contractor shall assure that each Physician providing Services under this Agreement shall execute the PHYSICIAN CERTIFICATION attached hereto as Exhibit C, and shall provide an executed copy of the PHYSICIAN CERTIFICATION to NMC for each Physician prior to such Physician's provision of Services hereunder,

CERTIFICATION OF PHYSICIANS

Bach Physician signing below acknowledges that he or she has read and understands the terms of the attached Agreement, agrees to be bound by the terms of the Agreement applicable to Physician, and certifies that Physician is in compliance with, and will continue to be in compliance with throughout the term of the Agreement, all representations, warranties, duties and obligations of Physician as set forth in the Agreement, including without limitation the provisions of Section 6, Section 7 and Section 9 of the Agreement.

Sign Name:	Newspanish and the second of t
Print Name:	
Specialty:	Soft and color and control of the fight and a second and color and
Date:	ally a large products to the state of the st

Crigingi Agraement No or POIL (IPPO 9600 0000000715)

AMINDMENT NO. 1 FOR PRODUCESTOMAL SERVICE AGREDMENT FOR PRODUCESTOMAL SERVICE AGREDMENT FOR CHARLES AND DUBLE ASSOCIATION AND FOR CHARLES AGRED AGREDMENT AG

The parties to Professional Service Agreement, dated February 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Medical Dontor Associates (Contractor), hereby agree to renew their Agreement No. (BrO 9600 000000713) on the following amended terms and conditions:

I. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (180 9600 0000000715). Exhibit A is replaced with Amendment No. 1 to Exhibit A. All reference in the Agreement to Exhibit A shall be construct to refer to Amendment No. 1 to Exhibit A.

2. This Amondment shall become effective on March 1, 2010 and shall continue in full force and

extending the term date until June 30, 2010,

The total amount payable by County to Contractor under Agreement No. (BPO 9600 0000000713) whall not exceed the total sum of supposes for the full term of the Agreement and \$550,706,93 for fleetly year 2010.

All other terms and conditions of the Agreement shall confinue in full force and effect.

A copy of this Amandment aball be attached to the original Agreement No. (BPO 9600 0000000715).

IN WITHINGS WHEREOUS, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis not forth in this document and have exacuted this amendment on the day and year set forth berein.

CONTRACTOR SIGNATURE STREET ST	Dated 5/13/10
Bleshino M. Chand Rivery	Duled E/19/14
Printed Name AN CONTAGE PRES TO GREET.	17ths Captacas
MATIVIDAD MINDICALICIANTER SUgnahiro Pumpellis Managor MMO - OBO	Dated 5/13/15
Approved as to Liceal Found Charles J. Mokes, County Counted By Supplement Rev County and NMC Revision	med he to tieds ibuthelous
1000	Man & Mail

Auditor-Controller 5-

Amendment to L. Evaluit a	IG	State States		Premium	ng.					Tall Pay						
	1					Vertifer	r.		Weekend		1114		Holiday			Permana
	bm./~224 mà						1		Į		No Charge	THE P	House Included	Na Charge		Processor.
e aliyaş li ilin			Hours The Printed) (Analysis)		144	Beener F	Ā	nguna Ercheded in Be	Beeper! N	a a a a a a a a a a a a a a a a a a a	j ji	to Daily Bosper /		·,·········	ä.
Speciality	Account to		Delly Fore		Holiday	***	In-fronse				7	- 1	ŀ	- 1	Cost (NMC)	
Americaniogy	233.75		ta 		00:059133		Beeper .	\$ 825.0E			,			X		
Cardenformthesionを与い	\$ 2222 \$	1280.33	()		52,880.30		100		1	Parks.			, p		\$ 25,000 ER	-ø
Cardiogy		SZ/30/28	pg 1	• •											\$ 25,020,00	
Carachery, a ferry artiforat	A SECTION A	5 550 E	×> 0		3 10 10	A SECTION A	100 M	\$2,000.60	i it						5 25,000.00	
Tarter State) (•	-		C.		ψ	A LONG	Į.			DA NA	ORTHOGESE \$	•
Carbottes Sty Vender Sugary (Saffernal)	4 5	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	76/250		\$4.068.00		3		ž.	\$		N.V.		A RIG	\$ 35,000,00	
Critical Care		DU DEC 2 5	DĄ	•	\$370000		10000		24/8 PC			STATE OF THE	1403 PC		\$ 28,000,000	
Certified Registered Storse Arrestration	\$ 200 E	\$ 1,775 m	ø		\$1,120,00 []	\$ 185.00	Neeyer Neeyer	7 12 15 E	26/40C	N/A	P	- nerrories		WAY WAY	5. 4/	••••
Demostology		\$ 1580 E	60	\$275.00	2,234,-12A	4		ģ			26, 34, 4 4	MES			2 A A A A A A A A A A A A A A A A A A A	
	Б	74.8 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0			\$ 330.000 t	34,24		4			<u> </u>	4			\$ 22,300.50	
		V 1284 E	e en	2007											\$ 22,500	
Founds / Control of the control of t		1000	٠ «۱	\$200 FILE	4	\$ 255.80	1	\$ 550,00		acht.	****				Director &	•
) bi	2300.00	S SESEN	\$ 330.50	1		1,000	heres		\$1,550.00	æ	Le	\$ 22,000,00	
	S 159.00 S	\$ 1.330 to	. 60	5 358.00	\$2,820.03	\$ 153.20	No.	\$ 380.00			MA.		r E	AN AN	\$ 23 GROUN	
General Surgay (24 Motor call point lates)		\$ 1,500 E	24,739C		\$2,520,00	Æ	ž	製		遊						-
		12 TOS 12 V	바	\$125.03	\$ 155.00	S 135 E	Perper	\$ 500,00		Berger	· · · · ·				2 Zeptember 4	·‡
Fostballt - Family Practice	\$ 23522 \$	\$ 2,60g etc	Ħ		orose \$	\$ 50 E	heaver	90,09		teeper	<u>.</u>	£	œ ;		ATTENDOS C	4
Haspiralet [24hamintalonin missi			T.			কুম	ž		*	ACE MA	<u></u>	AN AN	eg eg	Z ,		
Infarred Medicine)	\$ 12	\$ 1,358.00	0)	\$185.00	\$ 255.00	\$ 150,000	Company	5 483.00		ceeper	en) ferme				1 1 1 1 1	
Infections Disease	v) .	\$ 1,950 CD	ĈŒ	\$275.00	27,525,23			, co		1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$3 \$50 PB	4		2 240300	- g
Marital Charles		DC 2007	Name N	-		THE SE		4 444,UU			N.		ابيد	Ą	5 30303	A
	4 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	3 3 2 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	\$ o		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	g	7 20 00 P	4000		ļ	نقو تو ا				इस्ताम्ब्रह	
(Foreign State of the Control of the		4 4) b		S CONTRACTOR		BENCH	230000	Ų	STEP OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NA	ž.		1 1	夏 楚	\$ 15,000 G	
Manual Designation of the Second Section of Section 2015					\$4,950,305		Ð	Z			M.			AN AN	\$ 35,000.00	
Memory and the conference of t		\$ 2106.00	. 40				Jaddy.	\$ 920,00	X	Separate Separate		2			() 1	
Ohsternand Syneogy		\$1,520,E25			- 00005XC		News .	00'088'15			5201.00-		z Z	S S	<i>i</i> ∧ ₹	\$
Occasional Medicina	40	\$ 1,000	(X)	81917	S DECEMBER								·		24,250 July	
Opinensically		11.500 m	o)	\$225.00	O SEE IN		Beener	_	1	State A		È	¥ *		15 de	[_ _
Orthopecitsegssy	8	2,228,30	43		\$5,420,00	ģ		20.082.23			# N	C at			h -U)	
Orthopedic Sugary (44 hour cell only rates)		C 250000	24/200			\$ E	3 1	44 - 145 FE		ų		8		H	**	<u>될</u> .
Otolaryngology	27.2.75		d b			4 C C C C		\$ 50000			135 B		••	矽	44	
ASSOCIATION	···	0 CC - 4	ه ا	-	10000	5 135.00	Beeter	ž.			强	Æ	MA.		የ ንጉ	
	, V		1 6		52,055,00	\$ 175.00	Recog	쳁	ĸ.	2	超				4	
Contraction of the Contraction of Co	. 4	No.	Ì		E.	Ą	- 4	¥	Œ	첫	1				V) ·	S
Southern Control of the Control of t	> 1 /	1,505,60	- G	. 5	SECOND !	\$ 275.00	Regign	क्ष अवदाव			13				٠	,
Designation Control of	\$ 450.000 \$	े उस्ताविक इस्ताविक	63		SANDE !		SERVICE TO	ST COLUMN	NATE I	知由	2	ž			V) (
pertiatric Systems (24 Subsection)		SSEEDE	72/97	Secure	SK SEDEN !	S.		754							ۍ د سيد	_
Physical Mandaline and Reference	TPS	80 W 13	×		: ಯಲ್ಲಾಸ		-	\$4.545.ED		·						191 CDS (0/11) BO
Psylightwinesself	47	क्ष्या के	80	\$ 200 to	S ISOM		in factors	\$ 525.00		h		ž.		2000 ALCOHOLO 2000		Samore
Payrillatry Ortrations		日常日本	to	\$ 205 cm	\$ 130 mg \$		in house	S.						ų.		- W. C.
Paychatty Calid & Adolescent Ingelent	\$ 2022.5	1374B	00	\$ 285.00	\$ 206.00 }		io facesse	\$ 600.00						-		528,000,BD
Psychiatry Cald & Adolescent Outpelled		इ उड्डान्ट्रेटर	to	\$ 125.00	\$ 255.00		in incident			in although	2~41W		ĻĮ		\$ 25 position	
Putmospotency / Pridm.	().	\$ 2500.00	FO I	\$315.00	8 8 8 8	4 40000 18 18 18 18 18 18 18 18 18 18 18 18 18 1	lo com	25,500000 5,823,600	76.75	Section	, yl		, ,		₩.	
Radizfica Gambagy	የነ 4	B B 1	******			22000	Tooler Tooler	\$15,530			ing.				t)	
Sadiology Magnostics Sadiology Independent Springs	14	1 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		\$ 555.50	\$3.00 m			25.20	\$ 2 -57	542		S DOMESTIC		2/12 2/12 2000 1000	\$ 25,060,00 6 1 5 30,000,00	G . 2
	\$225.00	\$1,338,221			52.820.00	330.00	****1	\$1,880.00		- [20000			Beener Schuld	, ,	

i

| |-|-|-|-

:

*92हैं। रहेट उठामरों देवें अपने के प्रीक्ट देवारा सेने कि देव १६ कि व्यक्त का क्षेत्र कि विक्रिय की व्यक्ति की **शुरूदेखने कार्य सेवेंसिक्ट की त्यक का देवें सेवारा विक्रमांक क्षेत्र कार्य के व्यक्ति कि

AN Natividad Medical Center

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES (MORE THAN \$100.000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Nativided Medical Center ("NMC"), a general soute eare teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Medical Doctor Associates, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

- SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to use its best efforts to refer independent contractor physicians to provide healthcare services on a temporary basis in conformity with the terms of the Agreement and the rates listed in Exhibit A. The services are generally described as follows: Use best efforts to refer Locum Tenens Physician Services.
- 2. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in likibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to ALL CONTRACTORS providing Locum Tenens Physician Services shall not exceed the sum of \$1,000,000 for the term of Irebruary 1, 2009 through June 30, 2010, pursuant to the terms of the PSA, with the authority to open purchase orders and distribute these funds between ALL CONTRACTORS under each PSA in any manner of allocation determined to be appropriate by NMC and County. NMC and County do not covenant to allocate a maximum or minimum amount of funds to any particular Contractor.
- 3. NMC shall pay a total amount not to exceed the approved budget for Looma Physician Services as determined and approved by the Monterey County Board of Supervisors for all subsequent years and through the full term of the PSA.
- 4. TERM OF AGREEMENT. The form of this Agreement is from February 1, 2009 to June 30, 2010, unless sooner terminated pursuent to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
- 5. ADDITIONAL PROVISIONS/EXHIBITIS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Insurance Justification

6. PERFORMANCE STANDARDS.

CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, qualified per Joint Commission standards., and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate fabrily of an employee of NMC.

6.1. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

6.2. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to early out the terms of this Agreement, except as other wise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. PAYMENT CONDITIONS.

- 7.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (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 Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
- 7.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement; and then only in accordance with any applicable County policies.

8. TERMINATION.

8.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor, "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. In the event of termination by NMC, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

INDEMNIFICATION: Both parties shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable atterneys' fees and costs incurred in the defense thereof at all trial levels and collection expenses which may arise directly because of the medical acts or omissions of the indemnifying party, its employees, agents or representatives in the performance of its obligations under this Agreement. Hack party's indemnification hereunder shall be limited to its proportionate liability based on the negligent acts or omissions of its employees, agents or representatives. This provision shall survive the termination of this Agreement. Physicians shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of each Physician's performance of this Agreement. In connection therewith, CONTRACTOR and Physician shall defend, indemnify and hold County harmless from any and all liability which County may incur related to Physician's failure to pay such taxes.

INSTITUTE.

8.2. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the Hability of the Contractor.

- 8.3. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A.VII, according to the current Best's Koy Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.
- 8.4. <u>Insurance Coverage Requirements</u>: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of Hability:

Commercial general Hability ingurance, including but not limited to premises and operations, including coverage for Bodily Injury and Froperty Damage, Personal Injury, Contractual Liability, Broad form Property. Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per cocurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Examption/Modification (Justification attached; subject to approval),

Professional Hability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tuil severage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Tustification attached; subject to approval).

8.5. Other Insurance Kegultements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall common in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least ten days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Bach policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance ocverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endonvement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including engoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NIMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indomnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, armual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, cyldenoing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entities NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

- 9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 9.2. <u>NMC Records</u>. When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 9.4. <u>Access to and Audit of Records</u>, NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services

provided under this Agreement, Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor perfaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 9.5. Royaltics and inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in course of or under this Agreement, CONTRACTOR shall not publish any such material without the prior written approval of NMC.
- 10. NON-DISCRIMINATION. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, sate, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- II. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
- 12. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become emitted by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for m obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indomnity, and hold NMC and the County of Montercy harmiess from any and all liability, which NMC may incur because of Contractor's feiture to pay such taxes.
- 13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage perpaid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager Name and Title Name and Title 1441 Constitution Blvd. Salinas, CA. 93906 Address Address Phone FOR CONTRACTOR: FOR CONTRACTOR: FOR CONTRACTOR: Address Name and Title Name and Title Name and Title Name and Title For CONTRACTOR:

14. MISCHLLANDOUS PROVISIONS.

- 14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. <u>Amendment</u>. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Walver, Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor, The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes, CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. <u>Assignment and Subcontracting</u>. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 14.7. <u>Successors and Assigns</u>. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that embiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Countemparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration, This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. <u>Interpretation of Conflicting Provisions</u>. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall provide and control.

This space is left blank, intentionally

•	1	
NATIVIDAD MEDICAL CENTER		CONTRACTOR
By: NMC Contracts/Turnhasing Agent		Medicac Doctor Associates Contractor's Business Namo***
Date:		man and a second
By: Department Mond (If applicable)	 	Signature of Chair, Prosident, or Vice Prosident
Dato: 2(27(59		Darres Wontoursy-Textus Copsex
By: Valler Life, Dapty County Counsel Date: Q 12 7/ 29	φ	Nation and Title
By! Audito/Controlly	13	(Signature of Secretary, Asol. Secretary, OFO, Treasurer or Assl. Treasurer)
1)ato(Name and Tike
, and the second		**NSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above togother with the algorithms of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the algorithm of the partnership is a partnership to excente this Agreement on beingle of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.
		Delicard \$127,000
NMO PSA booms Torres, and Significati	Rago 8 of 8	2113/2009 Afford

KI,
1
M
77
14

EXHBITA		Second Parket		Å.	Ferring				1	直管							
			-1444	·		WEST	Ñ								1		1
1	j Janear		Hours Inchesed	Orseitme			E Section 2		House	20 C	200	13 11			A	Permanent	Personal Personal
Specially accompany of the control o	Plocally.	- A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Cally Pales	California	- 1	Esourie.	2000	Ì	3 41					Decreir H		Placement	(Secondary)
Cardac Anastras Cores		2000000	n k	S HE W	50 444	N L		E2420	18 18 18		2	ž,	¥	ı	١.,	13 120 60	1.
Charles		1000	594 3 k			1		CHIEF LIFE	8	· -		ផ្គ		¥N.		10000 27 S	
Compage to be compage		57 550 50	ı şi	000000		1.0			8			4		ź			rigin and the second
Cartistogy, Itassine	-,	2200023	M	14 350 DO	100000		Constant	CATOLINA	4 6	ke 1		ž į		4		S 1350CDC	ž
の場合はたがあ	のななない	21,171,150	(A)	\$215E	N ZEB		1		9 8			1		g g		COLUMN S	Ś
Challed Registered Stress Appropriate	関	2	2	ž.	N. S.				g ¢á			ž.		E S	¥.	TANTANA	Į.
Demokray	Tariff St.	CONTRACT A	4 1	\$120.00	S 133.05	fa	Berner	600	d N	g .		\$;		S	# H	N.	Ą
Chickens Sections	ğ	4	¥	Æ	Œ		· ·	g g	12	, and		4		3	· ·	th States	Ę
Charles Provides Additional Confession	1 12 15 15 15 15 15 15 15 15 15 15 15 15 15	1000	to.	2.000	を記記す	SS		A 450.28	<u>1</u>	. k		1		4	<u>z</u>	\$	\$
		28520	40	14 420 BB	18000	\$ 120 B	B	A 145.00	i it			g		£ (¥.	18,000,00	XX.
Participation with CB		52550 B	竹	* Szoze	\$ 175555		Beener	480.00	i A			1		5	-	THE COLUMN	4
		2230200	넔	\$ 220,000	4 205.33	-		COLUMN TO SERVICE	1 8			į		5		超过的时	Į,
	59	4170000	si)	ははい	32.324.00		Beener 1	1000	10	20000					ri W	和1000年	¥
- Contraction Company		ž	É	ě	ğ	器	4	38.5				Śź			···	TOTAL S	ış.
Street Principle Care		Strenge	Ŋ	\$ 32a.8	A Merco	봈		日の日の							2	<u>5</u>	£.
	-,	\$ EEECO	80	STORE	d desta			1000 M	• •-		, ,-				** 		**
		51,000,00	(4	SAMO	S ZUBERIS	2000E	Newsy 1	S LEED	i i		,,,,,		\$ 1		¥.		A.
	53	51,717,000	6)	発がない	A 188.00		Name	Sec. 75.							er 		ತ
XCCAMPLE COLUMN		001947.W	벍	000000	2 200.005		i desar	22 TOP 22	,,						vi 	#1	15.
standards.	ž	盛		¥	×	***	2	NEC	,				Ī		wr (4	25,000,00	183
Maria Colores Northern	5 10 10 E	NA de Lei	W. L.	2000	\$4.200.000 \$	Ri	1				iens iens					丝	鍾
Metrology	•••	Standan	al	SZOZS!	de et le					ا نیا	restr				- M	18 100 33	8
Chalefors and Synemical	35 FOR 59 9	STEDORE	90	の国のは	N APPENDE				** 1		*****				W M		2
ಲೀಯ್ಕಾಪಿರುವ! <u>ಚಿತ್ರಗಳ</u> ಗಳು	TOTAL S	CONTRACTOR OF	ξIJ	5 250 m	S 390500	N Telegraphic			E [L 1	·/				ッ で	TRUDGES.	ž
Outhopsolo Sutgery	N ENSON	ST. 200.00	(g)	\$ 30 mm	\$2400.my				1		Marie de la compansión de				# 	STOOM !	ı,
O'mary reporting.	y,	THE STATE	(0	1200150	5 220.00	100 Marie 100	, in the second		,,,,	N (4	15,000,00	E.
Patrology	15745.08 S	SHEET	R	はない	189.00 A	\$ 120.65	- Cultiday	500	1		-ulefo				″ 	THE PROPERTY.	ŝ
Sales Sales	2 071-2	BERT	6 }	\$ 125.00	\$ 400 GG &			G G		11					vi si	28,000,30	ક
Vedatiti Onical Con-	Ø	STEBBER	Ø	\$ 22.00	S September 1	**		10日第 15		y 1					67 	72 000 30	ద
Totalin Cardobili	5	51,000 to	ņ	1140003	S 200 25			5	1	1.					y) 5	TEODOUR	#
ಸ್ತಾಲ್ವನ್ ಗಳಿಂದಿದ್ದಾಂತಾದ್ದೆ ನಿಲ್ಲೇಶವಾದ		STATES OF THE PERSON NAMED IN COLUMN TWO IN	ę	\$ \$ 120,00	12857	5 20m		02.076 N			***			Š	H ~~ 설	Hann	ಪ
Psychopologic	5.555,000 5	いが知ら	Ŋ	\$2225.00	S 2500	3 72 60	***		1 3		***				inen y	TA DIRECT	is is
Populating Octobbit	中 经价格	452000	FA	35.225.00	E 22500		Towns I			y I					40000000000000000000000000000000000000		Z 12550000
Psychiatry Child & Adolescent inpedient	5 00 223	St. 4000	et;	1577500	2000	, 14									细细	力配品	22500.00
Producty Child & Adolescent Ordentest		STANCO	- M	15 755 007	100				1	H.	4-pe	12	e E		**	125 m =	1250503
Pultabations (Pala CO		57 (21) (5)	t to	E	Total b				ri i	N I		N.	÷		8	22,500,270	Caraca Caraca
Act Cales Consings		21.200.00		3 425.00					Æ,	n .			a Z		, S	28,000,20	
Redublicy Disputsifice		SESTION	***-	18 X 80 50	NASOS E	10000	1	4	*	iy .	- M	2	g g	質	n Ž	18,000,00	
Reddings totavantimal Unitage		20.050.00	h	S25500	S. C. S.	1 100000	212	223000	a i	la la	****	題	西亞		بر. مرارا	180500	3
1	ł				-	2		OTHER PARTY.		14	_	ź	K.		10	18.002.00	e e
												i					•

EXHIBIT B INSURANCE JUSTIFICATION

Yendor/Contractor Name: Medical Doctors Associates

Commercial General Liability Insurance Endorsement

Business Justification:

Based on the Scope of Services provided heroin, Commercial General Liability Insurance and the endorsament to the Commercial General Liability Insurance is not applicable. The hospital does not foresee any potential liability risks associated with this justification.

<u>Automobile Liability Insurance Endorsement</u>

Business Justifications

The vendor does not drive on the NMC Campus as part of the Agreement, NMC Administration requests that the Automobile Liability Insurance and the Additional Insured Endorsement be waived for this yender.

Workers' Compensation Justicance Requirements

Business Justifications

The yender has no California employees at this time. However, in the event the vender hires an employee(s), vender agrees to obtain Workers' Compensation Insurance coverage pursuant to this Agreement.

AMULARISMBERY.
William Foloy
Chief Executive Officer

Dato: 2/26/09

Harry Weis

Chlof Financial Officer

Dato: 2/27/03

Natividad Medical Center COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES (MORE THAN \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Medical Doctor Associates, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

- 1. SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to use its best efforts to refer independent contractor physicians to provide healthcare services on a temporary basis in conformity with the terms of the Agreement and the rates listed in Exhibit A. The services are generally described as follows: Use best efforts to refer Locum Tenens Physician Services.
- 2. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to ALL CONTRACTORS providing Loourn Tenens Physician Services shall not exceed the sum of \$1,000,000 for the term of February 1, 2009 through June 30, 2010, pursuant to the terms of the PSA, with the authority to open purchase orders and distribute these funds between ALL CONTRACTORS under each PSA in any manner of allocation determined to be appropriate by NMC and County. NMC and County do not covenant to allocate a maximum or minimum amount of funds to any particular Contractor.
- 3. NMC shall pay a total amount not to exceed the approved budget for Locum Physician Services as determined and approved by the Monterey County Board of Supervisors for all subsequent years and through the full term of the FSA.
- 4. TERM OF AGREEMENT. The term of this Agreement is from February 1, 2009 to June 30, 2010, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR, and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
- 5. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Insurance Instification

6. PERFORMANCE STANDARDS.

CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, qualified per Joint Commission standards., and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

6.1. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

6.2. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as other wise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. PAYMENT CONDITIONS.

- 7.1. CONTRACTOR, shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (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 Administrator or his or her designes shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
- 7.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement; and then only in accordance with any applicable County policies.

8. TERMINATION.

8.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. In the event of termination by NMC, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

INDEMNIFICATION: Both parties shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable attorneys' fees and costs incurred in the defense thereof at all trial levels and collection expenses which may arise directly because of the medical acts or omissions of the indemnifying party, its employees, agents or representatives in the performance of its obligations under this Agreement. Bach party's indemnification hereunder shall be limited to its proportionate liability based on the negligent acts or omissions of its employees, agents or representatives. This provision shall survive the termination of this Agreement. Physicians shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of each Physician's performance of this Agreement. In connection therewith, CONTRACTOR and Physician shall defend, indemnify and hold County harmless from any and all liability which County may incur related to Physician's failure to pay such taxes.

INSURANCE,

8.2. Evidence of Coverage;

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the Hability of the Contractor.

- 8.3. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.
- 8.4. <u>Insurance Coverage Requirements:</u> Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Liqury and Property Damage, Personal Liqury, Contractual Liability, Broad form Property. Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Liqury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodlly Injury and Property Damage of not less than \$1,000,000 per cocurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

8.5. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least ten days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indomnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration data, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no—lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entities NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

- 9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information, CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information, CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 9.2. NMC Records, When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. <u>Maintenance of Records</u>. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 9.4. Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services

provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 9.5. Royalties and inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, plotorial reproductions, drawings, and other works of similar nature produced in course of or under this Agreement, CONTRACTOR shall not publish any such material without the prior written approval of NMC.
- 10. NON-DISCRIMINATION. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfirlly discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, sate, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 11. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monics received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
- 12. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defond, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
- 13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage perpaid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager Name and Title Name and Title Name and Title Address
14. MISCELLANEOUS PROVISIONS.

Phone

- 14.1. Conflict of Interest, CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or medified only by an instrument in writing algoridation. NMC and the Contractor.
- 14.3. Walver, Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. <u>Contractor</u>. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5, Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. <u>Assignment and Subcontracting</u>. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. <u>Non-exclusive Agreement</u>. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entitles for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. <u>Integration</u>. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. <u>Interpretation of Conflicting Provisions</u>. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall provail and control.

This space is left blank, intentionally

NATIVIDAD MEDICAL CONTER	CONTRACTOR
By: NMO Contracts/Furchasing Agent	Medical Datok Associates Contractor's Business Namo***
Date:	Dan Span
By: Department Head (If applicable)	Signature of Chah, President, or Vices resident
Dato: 2(27(29	Darren Wonley - Tannle ADEK Napho and File
By: William Ellt Deputy County Counse)	Date:
Date: 27/09	By: (Signature of Secretary, Asst. Secretary,
By Audhof Controller	CFO, Treasurer or Asst. Treasurer)
Debel 3-1-M	Name and Title
	Date

*** 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 and individual enpacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NMO ISA Logum Policing, ever \$100,000

Page 8 of 8

Daletedi 2/12/2009 Daletedi 2/1/2009

2/13/2009

		Been Paley		aid.	Premium						ŧr							
	Lingua		بديا ب :	u sty			Vitaeictay			 								
	l Voltpe		2001	_	V-1371	المادخة	44-		55035		OCC		The Same	٢	4	ì	Pennegat	
	, ,	į	TO DELL'AND TO LA	The second		, ;	Beerper A		Table II	Section,	in course	ur.	Es Della	•			Parament C. s.	ţĭ
Shestingsincy	ı.	See acres	A STATE OF	-1	AEDIOC:		- 1	1	Carry Rose		1	\$ 100 m		Target Sta			(Healteanne)	
Charles Appendication		SOURCE STORY	1 0	4	74075	A ZYSED		4 50E00	育	Beener	2	 5	ă	N.	1	Company Ch	1	1
Cactology		S. Sono	9 (4	2000		2000		51,151,18	¥	- Indian	(4	ź	Ŕ	ž	d		C M	
Cardonov, Internedicae			9 (7				*	Beeple	r)	¥.	ğ	2	, a	The state of	éş	
Outside Contraction		Contraction of the contraction o	9 6			2000		\$ 450.00	ķ	Seeper.	N	Z	2	Ä	1 0	200000	ŝ a	
			4 1	3	9	4 400		47,400.00	ħ	Respons	N.A.	W.	2	1	ź		5 }	
Confidence of the state of the		100 m	y j	N STATES	03/050 #	4.228	*	2 September 4.	K	70	N	\$	ž	į į	- { }	PER PER PE	Si i	
The state of the s		ę.	\$	ž	en de	1		N.	Ź	ź	100	i i	ź	Ę ș	ý ;	A TRIBUTE	\$	
ACCOMPANIES -	હ	4 555.23	60	12020	18090	\$ 120,000	Seator .	\$ 360.00	K	Hoperor	•	2	ē i	ž.	r e	M\$	4	
		ž	Ą	1	í	T.	od M	N.	ž		1 1	ď.	e i	ď.	Ź	\$ 15,000,00	: \$	
rates reacted. Ambiently rues	4555tb 4	4 925 B	60	\$ 170.00	N 45000	13 173.20	Deares !		\$ }	Š	4	ď.	ş	ğ	8	Ħ	S.	
には見りいり込み	\$227.00	1900 B	K	10000	6	100			ŧ,	N N	N	泛	ź	¥	e e	N 18.000.00	4	
SO GARBERAN OR		(0) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	çi			1		1	ń		er-	ñ	2	XX	N.	THE PARTY OF	í	
Contraction					9	TOTAL OF		14 AD39	村	Target of the last	(4	á	2	424			4 8	
Carecal Crimens			0	2000		22200		\$1,221,00	삵	100000		25	ģ	í	4	00 MM 00	ฮ์	
		\$1.7 LICER	jo	440.6		M M M M M	Beeng	27 (22 00)	į,	, a	, t.	í	1	į,	ž		s	
SECTIONAL STREET		ş	ĕ	ď.	Ź	NA.	3	43	12	É	1 6	S 3	1	ş	<u></u>	S TENDOLDO	ś	
MANAGET PRINCIP CRA	2008	S. Denag	40	325500	S Append	٠,	p	1	ş ;	į	2	É	ž	Ä	ă	Ž	ß.	
Mannel Merceinel		S 655 55	K						Ň	HCC TAGE	N	Ş	설	S.	ž	STATISTICS OF		
Will the state of	STEELER	SA OPT TOT	ţ.						出		14	ž	N.	S.	47 2	THE STATE OF		
Marital Caralgos		CO COL PS	} @	-		200		名目のかり	ĸ	Beeper	'n	Ą	Ä	202	1 1	Property of	5 £	
Metabalana -		20070	3 (2 - 500.00				27.730.03	*	Beener	8	***	2	2	1 5		ś:	
Night from the control of the contro			7	S SEED	· · · · · · · · · · · · · · · · · · ·		Seeper :	42,300,00	Ħ	Beener	ţ,	SPEKE	f	Š	£ ,	THE PARTY IN	5	
		g Z	\$	ź	*	Z	Ş	Ą	Ş	MA	,		j		N j	18 1000 to 1	ś	
Section States of the States o		SS-130.00	¢1	241130	\$4,200,00	\$ 425 m	Besner	\$2 800 CM	į	Total Car	<u> </u>	i i	ž.	e e	ž	£	ź	
Prestrations.	か 神 田 神	20100	N	\$ 5200.00	S 330 GB			9	t		4	¥.	2	¥	N.	S TRIMED !	184	
Observant Operatory		DOTOCK SA	\$	S 100.00	1 SEC. 15.	TO ACAD CO		000000	4 1		1	ž	2	ž	***	_	í sa	
Occupational Medicines		51.000.00	60	2.802	100 C				* 1		ζ) 	Ą	2	Ź	S.	S SERVER	×	
Chippedicongrapy	5.225 E	51.800.00	ng	E 250.00	5			dranc &	4	lo de la companya de	1 4	æ	É	S	Į.	S - TRIBURES		
Ciolagmoniany		50000) Q		TOO OU	7		45 BIDSTI	37	Beeper	N	×	Z	die.	0 10	The Cartier of the	ś 5	
Pathology		10000	7 6	-	1	DOT 0			Ŕ	la Call Call Call Call Call Call Call C	N	S.	ų,	2			ď í	
William William			0 (TOTAL PROPERTY.			50 Jan 20	Ą	Berner	7	2	NA.	É			ur i	
Designation College			9 (1	DO:02			00.00	拟	Beener	N	ig.	í		<u> </u>		g.	
Particular Contract		A Printers	ų i	T STORES	- CD000	は日本の	la l	3 540,00	Ħ	Parent I	1	2	į	((į,	STORES O	es.	
the state of the state of the state of		CT 100 CC	 17	2000	5 MESSE	4000	Total A	30 CSS \$	K	THE STATE OF		47.6	į	į,	<u>.</u>	A TRANSPORT A	ss.	
		\$ 888.00	60	民科的	S HOUSE !	4 thins		在であれ	F	- CO-	łę	Š	4	S.		S 2000.00	si.	
		\$1,200,00	err EU	\$ 2255.00	1 225.00	\$ 225.00		N SS-III	iř	The same	4 1	ž į	ď,	4	5	₹ 50500000 Pt 49	**	
	•	\$1,200.00	Ιφ	122500	10 SEE 4	\$ 22500	-	1000	į		1/ 1	£!	Z.	Ž,	di di	22 STOROGE 1	125330	,-
PARTITION COLD IN ACCIONNATE INVESTIGATION		57,400,66	jø	1 2 2 2 2 3 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	FREE S	\$ 275 EA		10000	ì	Tribut C	1	2	ž	ä	2	5 17 SEE U	123800	
Particular College Administration of Colonials	の日日日	\$5 etc 66	(t)	\$2250	2000				4	S. Carlo	Ŋ	ž	ž	ź	 Ž	S DOMES	725360	
Palamonology Pelan. CC	STATE S	52,000,36	φ	2000	The state of	- Acres			4	acetys:		¥	ğ	ĕ	 **	CHARACTE IS	- Comment	
Partiation Compage	S BUSES	STRONGO	. L)	200	The state of		5		N I		η,	ş	á	ž	4	15 done 1		
Residence Characters	S DECLE	03 EEE 03	i (C				ki Cara	THE PARTY	N _j	Beeper	N	Ą	ĕ	2	2	X WOODS X	ć .	
Recorded treespentional Unitrop		00 1717) s				1	1 10 E	祐	Beeper	N	髮	ž	365	N.	2 0000000	٤,	
	1		7		100 E	22 35 35		は日は	N,	Berner	2	¥	1	á	2		ď s	
											1					T Derivative &	ď	
							_											

ì

EXHIBIT B INSURANCE JUSTIFICATION

Vendor/Contractor Name: Medical Doctors Associates

Commercial General Liability Insurance Endorsement

Business Justification:

Based on the Scope of Services provided herein, Commercial General Liability Insurance and the endousement to the Commercial General Liability Insurance is not applicable. The hospital does not foresee any potential liability risks associated with this justification.

Automobile Liability Insurance Endorsement

Business Justification:

The vendor does not drive on the NMC Campus as part of the Agreement, NMC Administration requests that the Automobile Liability Insurance and the Additional Lusured Endorsement be waived for this yendor,

Workers' Compensation Insurance Requirements

Business Justification:

The vendor has no California employees at this time. However, in the event the vendor hires an employee(s), vendor agrees to obtain Workers' Compensation Insurance poverage pursuant to this Agreement,

Grand William Foley
Chief Executive Officer

Date: 2 26/09

Harry Wels

Chief Financial Officer

Date: 2(2)(5)