

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. **Defined Terms.** 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, 2014, the maximum obligation of the County for services provided hereunder shall not exceed two million three hundred thousand dollars \$2,300,000.”
3. **Counterparts.** 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. **Continuing Effect of Agreement.** 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.

CONTRACTOR

MEDICAL DOCTOR ASSOCIATES

Date: OCTOBER 28, 2013

By: [Signature]
Its: Vice President

By: [Signature]
Its: President

Tax I.D. No. 26-2936432

NATIVIDAD MEDICAL CENTER

Purchase Order Number _____

By: _____
Contracts / Purchasing Manager

Date: _____, 20__

By: [Signature]
Natividad Medical Center Representative

Date: 10/31, 2013

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

[Signature]
Stacy Snetta, Deputy County Counsel

Date: 11/05, 2013

Reviewed as to fiscal provisions

[Signature]
Auditor/Controller
County of Monterey 11-543



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

Current Status: Agenda Ready

Version: 1

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. **Defined Terms.** 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, 2014, the maximum obligation of the County for services provided hereunder shall not exceed one million eight hundred thousand dollars \$1,800,000.”
3. **Amended Exhibit A.** Exhibit A is deleted and replaced in its entirety and attached hereto as Exhibit A.
4. **Counterparts.** 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. **Continuing Effect of Agreement.** 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: MAY 22, 2013

By: [Signature]
Its Vice President

By: [Signature]
Its PRESIDENT

NATIVIDAD MEDICAL CENTER

Purchase Order Number _____

By: _____
Contracts /Purchasing Manager

Date: _____, 20__

By: [Signature]
Natividad Medical Center Representative

Date: 5/24, 2013

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

[Signature]
Stacy Saetta, Deputy County Counsel

Date: 6/5, 2013

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey 6-6-13

EXHIBIT A

MEDICAL DOCTOR ASSOCIATES - July 1, 2013 to June 30th, 2014							
RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES							
Specialty	Hourly	Daily (8 hr day unless otherwise specified)	Overtime	Holiday/ Premium	24 Hour Call Only Weekday	24 Hour Call Only Weekend	Placement Fee
Anesthesiology	\$ 235.00	\$ 1,880.00	\$ 235.00	\$ 1,880.00	\$ 1,000.00	\$ 815.00	\$ 25,000.00
Cardiac Anesthesiology	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 1,200.00	\$ 900.00	\$ 25,000.00
Cardiology	\$ 370.00	\$ 2,950.00	\$ 370.00	\$ 3,550.00	\$ 375.00	\$ 3,250.00	\$ 25,000.00
Cardiology, Interventional	\$ 490.00	\$ 3,900.00	\$ 490.00	\$ 4,500.00	\$ 490.00	\$ 4,200.00	\$ 25,000.00
Cardiology, Invasive	\$ 425.00	\$ 3,400.00	\$ 425.00	\$ 4,000.00	\$ 425.00	\$ 3,700.00	\$ 25,000.00
Critical Care (12 hour day)		\$ 3,500.00				\$ 3,300.00	\$ 25,000.00
Certified Registered Nurse Anesthetist	\$ 156.25	\$ 1,250.00	\$ 156.25	\$ 1,250.00	\$ 700.00	\$ 1,120.00	\$ 18,000.00
Dermatology		\$ 2,200.00		\$ 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	\$ 1,380.00	\$ 240.00	\$ 240.00	\$ 300.00	\$ 600.00	\$ 25,000.00
Family Practice	\$ 160.00	\$ 1,280.00	\$ 160.00	\$ 240.00	\$ 300.00	\$ 600.00	\$ 25,000.00
Family Practice with OB	\$ 186.00	\$ 1,488.00	\$ 186.00	\$ 279.00	\$ 300.00	\$ 680.00	\$ 25,000.00
Gastroenterology		\$ 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	\$ 25,000.00
Hematology/Oncology		\$ 1,700.00		\$ 195.00	\$ 195.00	\$ 800.00	\$ 25,000.00
Hospitalist - Primary Care	\$ 225.00	N/A	\$ 225.00	\$ 290.00	N/A	N/A	\$ 25,000.00
Internal Medicine	\$ 170.00	\$ 1,380.00	\$ 180.00	\$ 256.00	\$ 160.00	\$ 480.00	\$ 25,000.00
Infectious Disease		\$ 2,200.00		\$ 2,925.00		\$ 2,395.00	\$ 25,000.00
Medical Oncology		\$ 1,700.00		\$ 2,550.00	\$ 195.00	\$ 800.00	\$ 25,000.00
Medical Dosimetrist	\$ 125.00		\$ 125.00				\$ 10,000.00
Medical Physicist	\$ 185.00		\$ 185.00				\$ 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	\$ 3,250.00	\$ 25,000.00
Neurological Surgery	\$ 450.00	\$ 3,800.00	\$ 450.00	\$ 5,400.00	\$ 450.00	\$ 3,800.00	\$ 25,000.00
Neurology		\$ 2,100.00			\$ 300.00	\$ 900.00	\$ 18,000.00
Nurse Practitioner	\$ 109.00	\$ 848.00	\$ 106.00	\$ 186.00	\$ 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
Ophthalmology (Surgery)	\$ 225.00	\$ 1,800.00	\$ 225.00	\$ 2,700.00	\$ 225.00	\$ 800.00	\$ 25,000.00
Orthopedic Surgery	\$ 285.00	\$ 2,280.00	\$ 285.00	\$ 3,420.00	\$ 285.00	\$ 2,280.00	\$ 25,000.00
Otolaryngology	\$ 243.75	\$ 1,950.00	\$ 250.00	\$ 2,925.00	\$ 250.00	\$ 975.00	\$ 25,000.00
Pathology		\$ 1,307.00	\$ 195.00	\$ 1,950.50	\$ 125.00	\$ 610.00	\$ 25,000.00
Pediatrics (0-8 hrs: OT after 5pm)		\$ 1,810.00	\$ 250.00	\$ 2,715.00		N/A	\$ 25,000.00
Pediatric Hospitalist		\$ 2,575.00	\$ 257.50	\$ 3,862.50			\$ 25,000.00
Pediatric Critical Care		\$ 4,100.00	N/A	N/A	N/A	N/A	\$ 25,000.00
Pediatric Cardiology		\$ 2,450.00	\$ 325.00	\$ 3,390.00			\$ 25,000.00
Physical Medicine and Rehabilitation	\$ 225.00	\$ 1,800.00	\$ 225.00	\$ 2,700.00	\$ 225.00	\$ 900.00	\$ 25,000.00
Physicians Assistant	\$ 109.00	\$ 848.00	\$ 106.00	\$ 186.00	\$ 246.00	\$ 492.00	\$ 18,000.00
Psychiatry inpatient	\$ 179.00	\$ 1,432.00	\$ 202.00	205 hourly		\$ 525.00	\$ 25,000.00
Psychiatry Outpatient	\$ 179.00	\$ 1,432.00	\$ 202.00	205 hourly	\$ 162.00	N/A	\$ 25,000.00
Psychiatry Child & Adolescent Inpatient	\$ 189.00	\$ 1,512.00	\$ 216.00	218 hourly	\$ 172.00	\$ 600.00	\$ 25,000.00
Psychiatry Child & Adolescent Outpatient	\$ 189.00	\$ 1,512.00	\$ 216.00	218 hourly	\$ 172.00	\$ 800.00	\$ 25,000.00
Pulmonology /Pulm. CC		\$ 3,500.00		\$ 5,025.00		\$ 3,500.00	\$ 25,000.00
Radiation Oncology		\$ 1,700.00		\$ 195.00	N/A	\$ 800.00	\$ 25,000.00
Radiation Therapist	\$ 91.00		\$ 91.00				\$ 8,000.00
Radiology Diagnostics		\$ 1,741.00		250 hourly	\$ 900.00	\$ 1,575.00	\$ 18,000.00
Radiology Interventional Urology		\$ 2,250.00		325 hourly	\$ 1,200.00	\$ 2,448.00	\$ 20,000.00
Trauma Surgery	\$260.00	N/A	\$260.00	\$390.00	N/A	N/A	\$25,000.00
Urology	\$ 243.75	\$ 1,950.00	\$ 250.00	\$ 2,820.00	\$ 300.00	\$ 1,880.00	\$ 25,000.00



Monterey County

168 West Allsal Street,
1st Floor
Salinas, CA 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 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).

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

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California.

By Donise Hancock
Deputy



Monterey County

188 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

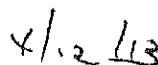
Attachments:

First-Seventh Amendment, Agreement

Originals on File at the Clerk of the Board



Harry Weis, CEO



Date

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 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. **Defined Terms.** 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. **Counterparts.** 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. **Continuing Effect of Agreement.** 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 28, 2013

By: [Signature]
Its: Vice President

By: [Signature]
Its: PRESIDENT

Tax I.D. No. _____

NATIVIDAD MEDICAL CENTER

By: [Signature]
Contracts / Purchasing Manager

By: [Signature]
Natividad Medical Center Representative

Purchase Order Number _____
Date: 4-30, 2013

Date: 4/4, 2013

APPROVED AS TO LEGAL FORM:
CHARLES J. MCKEE, County Counsel

[Signature]
Stacy Saeeta, Deputy County Counsel

Date: 4/5, 2013

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 4-5-13



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5641

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 Monterey, State of California

By *Denise Hancock*
Deputy

SIXTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "**Amendment**") is made and entered into as of July 1, 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. **Defined Terms.** 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. **Counterparts.** 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. **Continuing Effect of Agreement.** 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: 5/24, 2012

By: Bernie Cole
Its Vice President

By: James E. Ginter
Its PRESIDENT



COUNTY OF MONTEREY

By: [Signature]
Contracts /Purchasing Manager

Purchase Order Number

Date: 7-1, 2012

By: Andrea Rosenberg
Natividad Medical Center Representative

Date: 6-25, 2012

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

[Signature]
Stacy Saetta, Deputy County Counsel

Date: 5/31, 2012

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 6-1-12

Medical Doctor Associates (MDA)
 All Inclusive Rates
 7/1/12-6/30/13

RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES							
Specialty	Hourly	Daily (8 hr day unless otherwise specified)	Overtime	Holiday/ Premium	24 Hour Call Only Weekday	24 Hour Call Only Weekend	Placement Fee
Anesthesiology	\$ 235.00	\$ 1,880.00	\$ 235.00	\$ 1,880.00	\$ 1,000.00	\$ 815.00	\$ 25,000.00
Cardiac Anesthesiology	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 1,200.00	\$ 900.00	\$ 25,000.00
Cardiology	\$ 370.00	\$ 2,960.00	\$ 370.00	\$ 3,550.00	\$ 375.00	\$ 3,260.00	\$ 25,000.00
Cardiology, Interventional	\$ 490.00	\$ 3,900.00	\$ 490.00	\$ 4,500.00	\$ 490.00	\$ 4,200.00	\$ 25,000.00
Cardiology, Invasive	\$ 425.00	\$ 3,400.00	\$ 425.00	\$ 4,000.00	\$ 425.00	\$ 3,700.00	\$ 25,000.00
Critical Care (12 hour day)		\$ 3,300.00				\$ 3,300.00	\$ 25,000.00
Certified Registered Nurse Anesthetist	\$ 158.25	\$ 1,260.00	\$ 158.25	\$ 1,250.00	\$ 700.00	\$ 1,120.00	\$ 18,000.00
Dermatology		\$ 2,000.00		\$ 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	\$ 1,360.00	\$ 240.00	\$ 240.00	\$ 300.00	\$ 800.00	\$ 25,000.00
Family Practice	\$ 160.00	\$ 1,280.00	\$ 160.00	\$ 240.00	\$ 300.00	\$ 800.00	\$ 25,000.00
Family Practice with OB	\$ 188.00	\$ 1,488.00	\$ 188.00	\$ 279.00	\$ 300.00	\$ 880.00	\$ 25,000.00
Gastroenterology		\$ 2,400.00		\$ 400.00	\$ 350.00		\$ 25,000.00
General Surgery	\$ 159.00	\$ 1,880.00	\$ 159.00	\$ 2,820.00	\$ 159.00	\$ 1,880.00	\$ 25,000.00
Hematology/Oncology		\$ 1,700.00		\$ 195.00	\$ 195.00	\$ 800.00	\$ 25,000.00
Hospitalist - Primary Care	\$ 215.00	N/A	\$ 215.00	280 hr.	N/A	N/A	\$ 25,000.00
Internal Medicine	\$ 170.00	\$ 1,360.00	\$ 160.00	\$ 258.00	\$ 160.00	\$ 480.00	\$ 25,000.00
Infectious Disease		\$ 2,000.00		\$ 2,925.00		\$ 2,395.00	\$ 25,000.00
Medical Oncology		\$ 1,700.00		\$ 2,650.00	\$ 195.00	\$ 800.00	\$ 25,000.00
Medical Dosimetrist	\$ 125.00		\$ 125.00				\$ 10,000.00
Medical Physicist	\$ 185.00		\$ 185.00				\$ 12,000.00
Neonatology (24 hours)	N/A	\$ 4,100.00	N/A	\$ 6,150.00	N/A	N/A	\$ 25,000.00
Nephrology	\$ 370.00	\$ 2,960.00	\$ 370.00	\$ 3,550.00	\$ 370.00	\$ 3,260.00	\$ 25,000.00
Neurological Surgery	\$ 450.00	\$ 3,600.00	\$ 450.00	\$ 5,400.00	\$ 450.00	\$ 3,800.00	\$ 25,000.00
Neurology		\$ 2,100.00			\$ 300.00	\$ 900.00	\$ 18,000.00
Nurse Practitioner	\$ 108.00	\$ 848.00	\$ 108.00	\$ 188.00	\$ 248.00	\$ 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	\$ 135.00	\$ 1,080.00	\$ 140.00	170 hourly	N/A	N/A	\$ 25,000.00
Ophthalmology (Surgery)	\$ 225.00	\$ 1,800.00	\$ 225.00	\$ 2,700.00	\$ 225.00	\$ 900.00	\$ 25,000.00
Orthopedic Surgery	\$ 286.00	\$ 2,280.00	\$ 286.00	\$ 3,420.00	\$ 286.00	\$ 2,280.00	\$ 25,000.00
Otolaryngology	\$ 243.75	\$ 1,950.00	\$ 250.00	\$ 2,925.00	\$ 250.00	\$ 975.00	\$ 25,000.00
Pathology		\$ 1,307.00	\$ 195.00	\$ 1,980.50	\$ 125.00	\$ 610.00	\$ 25,000.00
Pediatrics (0-8 hrs; OT after 6pm)		\$ 1,810.00	\$ 260.00	\$ 2,715.00		N/A	\$ 25,000.00
Pediatric Hospitalist		\$ 2,500.00	\$ 250.00	\$ 3,760.00			\$ 25,000.00
Pediatric Critical Care		\$ 4,100.00	N/A	N/A	N/A	N/A	\$ 25,000.00
Pediatric Cardiology		\$ 2,450.00	\$ 325.00	\$ 3,390.00			\$ 25,000.00
Physical Medicine and Rehabilitation	\$ 225.00	\$ 1,800.00	\$ 225.00	\$ 2,700.00	\$ 225.00	\$ 900.00	\$ 25,000.00
Physicians Assistant	\$ 108.00	\$ 848.00	\$ 108.00	\$ 188.00	\$ 248.00	\$ 492.00	\$ 18,000.00
Psychiatry Inpatient	\$ 179.00	\$ 1,432.00	\$ 202.00	205 hourly		\$ 525.00	\$ 25,000.00
Psychiatry Outpatient	\$ 179.00	\$ 1,432.00	\$ 202.00	205 hourly	\$ 162.00	N/A	\$ 25,000.00
Psychiatry Child & Adolescent Inpatient	\$ 189.00	\$ 1,512.00	\$ 216.00	218 hourly	\$ 172.00	\$ 600.00	\$ 25,000.00
Psychiatry Child & Adolescent Outpatient	\$ 189.00	\$ 1,512.00	\$ 216.00	218 hourly	\$ 172.00	\$ 600.00	\$ 25,000.00
Pulmonology /Pulm. CC		\$ 3,350.00		\$ 5,025.00		\$ 3,360.00	\$ 25,000.00
Radiation Oncology		\$ 1,700.00		\$ 195.00	N/A	\$ 800.00	\$ 25,000.00
Radiation Therapist	\$ 89.00		\$ 89.00				\$ 8,000.00
Radiology Diagnostics		\$ 1,741.00		250 hourly	\$ 900.00	\$ 1,675.00	\$ 18,000.00
Radiology Interventional Urology		\$ 2,250.00		325 hourly	\$ 1,200.00	\$ 2,448.00	\$ 20,000.00
Urology	\$ 243.75	\$ 1,950.00	\$ 250.00	\$ 2,820.00	\$ 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 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 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. **Defined Terms.** 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, 2012, the maximum obligation of the County for services provided hereunder shall not exceed one million two hundred dollars \$1,200,000."
3. **Counterparts.** 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. **Continuing Effect of Agreement.** 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: 10/3, 2011

By: *James E. Hunter*
Its: PRESIDENT

By: *M. Reed Pugh*
Its: CEO

COUNTY OF MONTEREY

Purchase Order Number

By: *My C. [Signature]*
Contracts / Purchasing Manager

Date: 11-22, 2011

By: *[Signature]*
Natividad Medical Center Representative

Date: 11/3, 2011

APPROVED AS TO LEGAL FORM:
CHARLES J. MCKEE, County Counsel

Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 10/21, 2011

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey

10-21-11

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

RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES

Specialty	Hourly	Daily (8 hr day unless otherwise specified)	Overtime	Holiday/ Premium	24 Hour Call Only Weekday	24 Hour Call Only Weekend	Placement Fee
Anesthesiology	\$ 235.00	\$ 1,880.00	\$ 235.00	\$ 1,880.00	\$ 1,000.00	\$ 815.00	\$ 25,000.00
Cardio Anesthesiology	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 1,200.00	\$ 800.00	\$ 25,000.00
Cardiology	\$ 370.00	\$ 2,960.00	\$ 370.00	\$ 2,960.00	\$ 375.00	\$ 3,260.00	\$ 25,000.00
Cardiology, Interventional	\$ 490.00	\$ 3,920.00	\$ 490.00	\$ 4,500.00	\$ 480.00	\$ 4,200.00	\$ 25,000.00
Cardiology, Invasive	\$ 425.00	\$ 3,400.00	\$ 425.00	\$ 4,000.00	\$ 425.00	\$ 3,700.00	\$ 25,000.00
Critical Care (12 hour day)		\$ 3,240.00				\$ 3,240.00	\$ 25,000.00
Certified Registered Nurse Anesthetist	\$ 166.25	\$ 1,250.00	\$ 166.25	\$ 1,250.00	\$ 700.00	\$ 1,120.00	\$ 18,000.00
Dermatology		\$ 1,660.00					\$ 25,000.00
Emergency Medicine	\$ 230.00	N/A	\$ 230.00	\$ 330.00	N/A	N/A	\$ 25,000.00
Family Practice, Ambulatory Care	\$ 160.00	\$ 1,280.00	\$ 160.00	\$ 240.00			\$ 25,000.00
Family Practice	\$ 160.00	\$ 1,280.00	\$ 160.00	\$ 240.00			\$ 25,000.00
Family Practice with OB	\$ 186.00	\$ 1,488.00	\$ 186.00	\$ 279.00	\$ 185.00	\$ 680.00	\$ 25,000.00
Gastroenterology		\$ 2,280.00		\$ 875.00	\$ 900.00		\$ 25,000.00
General Surgery	\$ 159.00	\$ 1,272.00	\$ 159.00	\$ 2,820.00	\$ 159.00	\$ 1,880.00	\$ 25,000.00
Hematology/Oncology		\$ 1,700.00		\$ 166.00	\$ 166.00	\$ 800.00	\$ 25,000.00
Hospitalist - Primary Care	\$ 146.00	\$ 1,168.00	\$ 146.00	\$ 2,700.00	\$ 600.00	\$50 hourly	\$ 25,000.00
Internal Medicine	\$ 160.00	\$ 1,280.00	\$ 160.00	\$ 256.00	\$ 160.00	\$ 480.00	\$ 25,000.00
Infectious Disease		\$ 1,980.00		\$ 2,825.00		\$ 2,365.00	\$ 25,000.00
Medical Oncology		\$ 1,700.00		\$ 2,850.00	\$ 166.00	\$ 600.00	\$ 25,000.00
Medical Dietitian	\$ 125.00		\$ 125.00				\$ 10,000.00
Medical Physicist	\$ 166.00		\$ 166.00				\$ 12,000.00
Nephrology (24 hours)	N/A	\$ 6,560.00	N/A	\$ 5,826.00	N/A	N/A	\$ 25,000.00
Nephrology	\$ 370.00	\$ 2,960.00	\$ 370.00	\$ 3,560.00	\$ 370.00	\$ 3,250.00	\$ 25,000.00
Neurological Surgery	\$ 480.00	\$ 3,840.00	\$ 480.00	\$ 5,400.00	\$ 480.00	\$ 3,800.00	\$ 25,000.00
Neurology		\$ 2,100.00			\$ 300.00	\$ 900.00	\$ 25,000.00
Nurse Practitioner	\$ 96.00		\$ 116.00				\$ 15,000.00
Obstetrics and Gynecology (8 hour day)	\$ 260.00	\$ 2,080.00	\$ 260.00	\$25 hourly	N/A	N/A	\$ 25,000.00
Occupational Medicine	\$ 162.00	\$ 1,300.00	\$ 162.00	\$170 hourly	N/A	N/A	\$ 25,000.00
Ophthalmology (Surgery)	\$ 225.00	\$ 1,800.00	\$ 225.00	\$ 2,700.00	\$ 225.00	\$ 900.00	\$ 25,000.00
Orthopedic Surgery	\$ 285.00	\$ 2,280.00	\$ 285.00	\$ 3,120.00	\$ 285.00	\$ 2,280.00	\$ 25,000.00
Otolaryngology	\$ 243.75	\$ 1,950.00	\$ 243.75	\$ 2,925.00	\$ 243.75	\$ 975.00	\$ 25,000.00
Pathology		\$ 1,166.00		\$196 hourly	\$ 800.00	\$ 800.00	\$ 25,000.00
Pediatrics		\$ 1,810.00	\$ 213.00	\$ 2,285.00	\$ 200.00	N/A	\$ 25,000.00
Pediatric Hospitalist		\$ 2,100.00	\$ 212.00	\$ 3,150.00	\$ 203.00		\$ 25,000.00
Pediatric Critical Care		\$ 3,700.00	N/A	N/A	N/A	N/A	\$ 25,000.00
Pediatric Cardiology		\$ 2,280.00	\$ 300.00	\$ 3,390.00	\$ 285.00		\$ 25,000.00
Physical Medicine and Rehabilitation	\$ 225.00	\$ 1,800.00	\$ 225.00	\$ 2,700.00	\$ 225.00	\$ 900.00	\$ 25,000.00
Physician Assistant	\$ 96.00		\$ 116.00				\$ 15,000.00
Psychiatry Inpatient	\$ 179.00	\$ 1,432.00	\$ 202.00	\$205 hourly		\$ 620.00	\$ 25,000.00
Psychiatry Outpatient	\$ 179.00	\$ 1,432.00	\$ 202.00	\$205 hourly	\$ 192.00	N/A	\$ 25,000.00
Psychiatry Child & Adolescent Inpatient	\$ 189.00	\$ 1,512.00	\$ 216.00	\$218 hourly	\$ 172.00	\$ 600.00	\$ 25,000.00
Psychiatry Child & Adolescent Outpatient	\$ 189.00	\$ 1,512.00	\$ 216.00	\$218 hourly	\$ 172.00	\$ 600.00	\$ 25,000.00
Pulmonology/Pulm. CC		\$ 3,360.00		\$ 5,026.00		\$ 3,360.00	\$ 25,000.00
Radiation Oncology		\$ 1,700.00		\$ 196.00	N/A	\$ 800.00	\$ 25,000.00
Radiation Therapist	\$ 89.00		\$ 89.00				\$ 8,000.00
Radiology Diagnostic		\$ 1,741.00		\$250 hourly	\$ 900.00	\$ 1,874.00	\$ 18,000.00
Radiology Interventional/Urology		\$ 2,280.00		\$325 hourly	\$ 1,200.00	\$ 2,448.00	\$ 20,000.00
Urology	\$ 243.75	\$ 1,950.00	\$ 280.00	\$ 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 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 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. 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, 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. Counterparts. 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. Continuing Effect of Agreement. 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: June 6, 2011

By: James E. Senter
Its: PRESIDENT

By: Michael P. King
Its: CFO

COUNTY OF MONTEREY

By: Sam L. Go
Contracts / Purchasing Manager

Purchase Order Number
Date: 4-10, 2011

By: [Signature]
Natividad Medical Center Representative

Date: 6/23, 2011

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 6/30, 2011

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 7/11

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. **Defined Terms.** 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. **Counterparts.** 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. **Continuing Effect of Agreement.** 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.

CONTRACTOR:

By:

[Signature]

Date: Jan 18, 2011

Title:

PRESIDENT

NATIVIDAD:

By:

[Signature]
Contracts/Purchasing Manager

Date: March 21, 2011

By:

[Signature]
Natividad Medical Center Representative

Date: 1/31, 2011

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

[Signature]
Stacy Saetta, Deputy County Counsel

Date: 2/3, 2011

Reviewed as to legal provisions

[Signature]
Auditor/Controller
County of Monterey

2/11

AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Medical Doctor Associates AND
THE NATIVIDAD MEDICAL CENTER
FOR
Locum Tenens Physician Services

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the Agreement
2. Exhibit A is replaced with Exhibit A-2. All reference in the Agreement to Exhibit A shall be construed to refer to Exhibit A-2.
3. Exhibit C is incorporated herein by reference and constitutes a part of the Agreement.
4. 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.
5. The total amount payable by County to Contractor under the Agreement shall not exceed the total sum of \$1,000,000 for the full term of the Agreement and \$200,000 for fiscal year 2010-11.
6. All other terms and conditions of the Agreement shall continue in full force and effect.
7. A copy of this Amendment No. 2 shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 2 and Professional Service Agreement on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

CONTRACTOR

James E. Winter
Signature of Chair, President or Vice President
Date 6/17/10
James E. Winter
Printed Name
Title PRESIDENT

Michael Puetzen
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer
Date 6/17/10
MICHAEL PUETZEN
Printed Name
Title CFO

NATIVIDAD MEDICAL CENTER

[Signature]
Signature of Purchasing Manager
Date 8/17/10
[Signature]
Signature of NMC - CEO
Date 6/12/10

Approved as to Legal Form:
Charles J. McKee, County Counsel
[Signature]
Stacy Baetta, Deputy County Counsel

Reviewed as to Fiscal Provisions
[Signature]
Date 6/30/10
Auditor-Controller
County of Monterey 7-1-10

EXHIBIT C

CERTIFICATION OF PHYSICIANS

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

Section 6. PERFORMANCE STANDARDS.

- 6.3 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.
- 6.4 Hospital Rules, Regulations and By-Laws. Each 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 credentials and privileges necessary to provide professional physician services in the Specialty.
- 6.5 Compliance Program. Each 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.
- 6.6 Representations and Warranties 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

involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime 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 Healthcare 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 (viii) 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 Notification of Certain Events. 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 crime 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. Physician is excluded from or restricted in any manner from participation in a Federal Healthcare Program;

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

9.1.1 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 security 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-client, 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

Each 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: _____

Print Name: _____

Specialty: _____

Date: _____

AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Medical Doctor Associates AND
THE NATIVIDAD MEDICAL CENTER
FOR
Locum Tenens Thelation Services

The parties to Professional Service Agreement, dated February 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Medical Doctor Associates (Contractor), hereby agree to renew their Agreement No. (BPO 9600 000000715) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement No. (BPO 9600 000000715). Exhibit A is replaced with Amendment No. 1 to Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Amendment No. 1 to Exhibit A.
2. This Amendment shall become effective on March 1, 2010 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (BPO 9600 000000715) shall not exceed the total sum of \$1,000,000 for the full term of the Agreement and \$330,705.03 for fiscal year 2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 9600 000000715).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature	<u><i>James E. Hunter</i></u>	Dated	<u>5/13/10</u>
Printed Name	<u>James E. Hunter</u>	Title	<u>President</u>
Signature	<u><i>Michael R. Pugh</i></u>	Dated	<u>5/13/10</u>
Printed Name	<u>Michael R. Pugh</u>	Title	<u>CEO</u>

NATIVIDAD MEDICAL CENTER

Signature	<u><i>[Signature]</i></u>	Dated	<u>2/15/10</u>
	<u>Physician Manager</u>		
Signature	<u><i>[Signature]</i></u>	Dated	<u>5/13/10</u>
	<u>NMC - CEO</u>		

Approved as to Legal Form
Charles J. McKee, County Counsel

By	<u><i>[Signature]</i></u>	Dated	<u>5/7/10</u>
	<u>Shay Sheila Dwyer</u>		
	<u>Attorney for County and NMC</u>		

Reviewed as to Fiscal Provisions

<u><i>[Signature]</i></u>	
Auditor-Controller	<u>5/17/10</u>
County of Monterey	

AAA 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 Locum 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 those 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 PSA.~~
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 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 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 otherwise 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 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. Each 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 liability 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 than 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. Insurance Coverage Requirements: 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 Injury and Property 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 occurrence.

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 indemnification 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 date, 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 entitles 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. 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. 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 of \$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, pictorial reproductions, drawings, and other works of similar nature produced in the 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, state, 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 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 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 and 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, 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 pre-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER:</p> <p>Contracts/Purchasing Manager</p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p>1441 Constitution Blvd. Salinas, CA. 93906</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p>831.755.4111</p> <hr/> <p style="text-align: center;">Phone</p>	<p>FOR CONTRACTOR:</p> <p style="text-align: center;"><i>DARREN MONTEDOMALE</i></p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p style="text-align: center;"><i>600 E. LAS COLINAS DR #1550</i></p> <hr/> <p style="text-align: center;">Address <i>IRVING TX 75035</i></p> <hr/> <p style="text-align: center;"><i>866-859-0042 X 247</i></p> <hr/> <p style="text-align: center;">Phone</p>
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14. MISCELLANEOUS 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. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. 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. Assignment and Subcontracting. 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. 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 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. 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. Interpretation of Conflicting Provisions. 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 prevail and control.

This space is left blank, intentionally

NATIVIDAD MEDICAL CENTER

By: _____
NMC Contracts/Purchasing Agent

Date: _____

By: [Signature]
Department Head (if applicable)

Date: 2/27/09

By: [Signature]
William Pitt, Deputy County Counsel

Date: 2/27/09

By: [Signature]
Auditor/Controller

Date: 3-7-09

CONTRACTOR

Mediac Doctor Associates
Contractor's Business Name **

[Signature]
Signature of Chair, President, or Vice President

Darren Montaguey - Team Leader
Name and Title

Date: 2-16-09

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

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 as an individual entity, the individual shall set forth the name of the business, if any and shall personally sign this Agreement.

**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 endorsement 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 Insured Endorsement be waived for this vendor.

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 coverage pursuant to this Agreement.

for Andrea Rosenberg
William Foley
Chief Executive Officer

Date: 2/26/09

[Signature]
Harry Weis
Chief Financial Officer

Date: 2/27/09

 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 Locum 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 PSA.~~
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 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 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 otherwise 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 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. Each 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 liability 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 than 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. Insurance Coverage Requirements: 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 Injury and Property 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 occurrence.

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 11-83 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 indemnification 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 date, 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 entitles 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. 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. 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 of \$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, pictorial reproductions, drawings, and other works of similar nature produced in the 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, fully comply with all federal, state, 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 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 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 obligation 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, 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 pre-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:

Contracts/Purchasing Manager

Name and Title

1441 Constitution Blvd. Salinas, CA. 93906

Address

831.755.4111

Phone

FOR CONTRACTOR:

DARREN MONTGOMERY

Name and Title

600 E. LAS COLINAS DR #1516

Address

IRVING, TX 75035

866-859-DOOR X 247

Phone

14. MISCELLANEOUS 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. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. 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. Assignment and Subcontracting. 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. 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 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. 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. Interpretation of Conflicting Provisions. 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 prevail and control.

This space is left blank, intentionally

NATIVIDAD MEDICAL CENTER

By: _____
NMO Contracts/Purchasing Agent

Date: _____

By: [Signature]
Department Head (if applicable)

Date: 2/27/09

By: [Signature]
William Eitz, Deputy County Counsel
Stacey Saxton

Date: 2/27/09

By: [Signature]
Auditor/Controller

Date: 3-1-09

CONTRACTOR

Medical Doctor Associates
Contractor's Business Name**

[Signature]
Signature of Chair, President, or Vice President

Darren Montague - Team Leader
Name and Title

Date: 2-16-09

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

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

Deleted: 2/12/2009
Deleted: 2/16/2009

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 endorsement 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

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Business Justification:

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for Amber Rosenberg
William Foley
Chief Executive Officer

Date: 2/26/09

Harry Wels
Harry Wels
Chief Financial Officer

Date: 2/27/09