

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN MDA HOLDINGS, INC
DBA MEDICAL DOCTOR ASSOCIATES AND
NATIVIDAD MEDICAL CENTER
FOR
LOCUM TENENS REFERRAL SERVICES**

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on August 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and **MDA Holdings, Inc. dba Medical Doctor Associates** (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

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

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

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

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

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through July 31, 2020 to allow for services to continue for a revised full Agreement term of August 1, 2015 through July 31, 2020 and to update the locum tenens referral rates in the Agreement attached hereto as "Exhibit A – Rate Sheet as per Amendment No. 4", effective August 1, 2019, with an increase of \$2,000,000 to the total aggregate amount for all Agreements awarded per RFP #9600-61 for a revised total aggregate amount not to exceed \$8,000,000 for all Agreements awarded per RFP# 9600-61.

AGREEMENT

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

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

1. Section 1.15 paragraph titled, "Term" shall be amended to the following:
"The term of this AGREEMENT is from August 1, 2015 through July 31, 2020 unless sooner terminated pursuant to the terms of this AGREEMENT with the option to extend for one (1) additional one (1) year period."
2. "Exhibit A – Rate Sheet as per Amendment No. 3" attached to the Agreement shall be replaced with the revised "Exhibit A – Rate Sheet as per Amendment No. 4" attached hereto this Amendment No. 4 which shall be effective beginning on August 1, 2019.
3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, and Amendment No. 3.
4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
5. This Amendment No. 4 shall be effective on August 1, 2019.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____

Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____

Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____

Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

MDA Holdings, Inc. dba Medical Doctor Associates

CONTRACTOR's Business Name

See instructions below

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

Karen Mote, President
Name and Title

Date: 7/23/2019

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

Anne B Anderson, E.V.P.
Name and Title

Date: 7/23/2019

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 7/29/19

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 7/29/19

CONTRACTOR

MDA Holdings, Inc. dba Medical Doctor Associates

CONTRACTOR's Business Name

See instructions below

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

Name and Title

Date: _____

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 (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

RFP #9600-61 Rate Sheet- EXHIBIT A per Amendment No. 4
MDA HOLDINGS, INC. DBA MEDICAL DOCTOR ASSOCIATES, LLC.
RATE SHEET FOR SPECIALTY SERVICES

RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES

Specialty	Hourly	Daily (0 to 8 hr day unless otherwise specified)	OVERTIME HOURLY: OT after minimum hrs/time worked and for patient contact when on call (additional hours not included in Daily Rate)	Holiday	24 Hour Call (includes 8 hrs of patient care unless otherwise specified)	Permanent Placement Fee
Anesthesiology 7a to 3p OT 3p to 7a		\$2,236.86	\$331.89	\$3,355.29	\$2,236.86	\$27,050.40
Cardiology		\$3,069.18	\$434.89	\$4,603.77	\$3,069.18	\$27,050.40
Cardiology, Interventional		\$4,128.31	\$509.80	\$6,194.02	\$4,128.31	\$33,292.80
Cardiology, Invasive		\$4,128.31	\$568.06	\$6,192.46	\$4,128.31	\$33,292.80
Critical Care Surgery (24 hr in-house)		N/A	\$447.37	N/A	\$5,680.58	\$33,292.80
Critical Care 0-9 hr day OT 6p to 8a		\$3,391.70	\$428.64	\$5,087.56	\$3,391.70	\$27,050.40
Certified Registered Nurse Anesthetist 7a to 3p		\$1,521.06	\$216.40	\$2,281.60	\$1,521.06	\$27,050.40
Dermatology		\$2,545.86	\$358.94	\$3,818.79	\$2,545.86	\$27,050.40
Emergency Medicine 8hr minimum, OT <8hrs		\$3,345.93	\$470.26	\$5,018.89	\$3,345.93	\$27,050.40
Family Practice , Ambulatory Care		\$1,414.94	\$290.27	\$2,122.42	\$1,414.94	\$27,050.40
Family Practice 0-8 hrs:OT after 5pm		\$1,414.94	\$290.27	\$2,122.42	\$1,414.94	\$27,060.40
Family Practice with OB 0-8 hrs , OT after 5pm		\$2,314.89	\$193.51	\$3,472.34	\$2,314.89	\$27,050.40
Gastroenterology		\$2,728.97	\$372.46	\$4,093.45	\$2,728.97	\$27,050.40
General Surgery 0-8 hrs:OT after 5pm		\$2,314.89	\$287.15	\$3,472.34	\$2,314.89	\$27,050.40
Hematology/Oncology		\$2,314.89	\$287.15	\$3,472.34	\$2,314.89	\$27,050.40
Hospitalist/IM/ - Primary Care: 12 hrs minimum:OT 7p to 7a	\$328.77	\$3,947.28	\$380.79	\$5,920.92	\$3,947.28	\$29,131.20
Internal Medicine 0-8 hrs, OT after 5pm		\$1,496.10	\$299.64	\$2,244.14	\$1,496.10	\$27,050.40
Infectious Disease		\$2,314.89	\$325.65	\$3,472.34	\$2,314.89	\$27,050.40
Neonatology (0-24 hrs-includes beeper, OT after 12 hrs)		\$4,521.58	\$418.24	\$6,782.37	\$4,521.58	\$36,414.00
Nephrology		\$3,105.59	\$419.28	\$4,658.39	\$3,105.59	\$27,050.40
Neurological Surgery		\$4,330.14	\$596.15	\$6,495.22	\$4,521.58	\$27,050.40
Neurology		\$2,314.89	\$325.65	\$3,472.34	\$2,314.89	\$27,050.40
Nurse Practitioner		\$1,064.33	\$159.18	\$1,596.49	\$1,064.33	\$20,808.00
Nurse Practitioner- Critical Care (12 hours)		\$2,314.89	\$202.88	\$3,472.34	N/A	\$27,050.40
Nurse Practitioner-Neonatal (24 hours in-house)		\$4,629.78	N/A	\$6,944.67	N/A	\$27,050.40
Obstetrics and Gynecology	\$328.30	N/A	N/A	\$357.45	N/A	\$27,050.40
Occupational Medicine	\$179.47	\$1,435.75	\$211.20	\$2,153.63	\$1,435.75	\$27,050.40
Ophthalmology (Surgery)		\$2,314.89	\$325.65	\$3,472.34	\$2,314.89	\$27,050.40
Orthopedic Surgery		\$2,954.74	\$296.51	\$4,432.10	\$2,954.74	\$27,050.40
Otolaryngology		\$2,314.89	\$325.65	\$3,472.34	\$2,314.89	\$27,050.40
Pathology		\$1,312.98	\$211.20	\$1,969.48	\$1,312.98	\$27,050.40
Pediatrics (0-8 hrs: OT after 5pm)		\$1,496.10	\$289.23	\$2,244.14	\$1,496.10	\$27,050.40
Pediatric Hospitalist (Includes beeper, OT after 5pm)		\$2,902.72	\$296.51	\$4,354.07	\$2,954.74	\$27,050.40
Pediatric Cardiology 0-8 hrs: OT after 5pm		\$2,530.25	\$357.90	\$3,795.38	\$2,530.25	\$33,292.80
Physical Medicine and Rehabilitation (*night call rate)	\$181.61	N/A	N/A	N/A	\$305.88	\$27,050.40
Physicians Assistant		\$1,064.33	\$159.18	\$1,596.49	\$1,064.33	\$20,808.00
Psychiatry-Adult, Inpt and Outpt: 0-8 hrs, OT after 5pm		\$1,872.72	\$301.72	\$2,809.08	\$1,872.72	\$27,050.40
Psychiatry-Child, Inpt and Outpt: 0-8 hrs, OT after 5pm		\$1,872.72	\$301.72	\$2,809.08	\$1,872.72	\$27,050.40
Pulmonology /Pulm. CC		\$3,876.53	\$516.04	\$5,814.80	\$3,876.53	\$27,050.40
Radiology Diagnostic		\$1,961.15	\$252.82	\$2,941.73	\$1,961.15	\$27,050.40
Radiology Interventional		\$1,961.15	\$252.82	\$2,941.73	\$1,961.15	\$27,050.40
Urology		\$2,865.26	\$369.34	\$4,297.89	\$2,865.26	\$27,050.40
Vascular Surgery		\$2,865.26	\$380.79	\$4,297.89	\$2,865.26	\$27,050.40

Rate Adjustments:

- Annual rate increases shall not exceed 2% per contract year.
- Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day.
- *We do not bill OT as time and a half on Holidays, only the daily rate.

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