

**AMENDMENT NO. 9
TO SERVICES AGREEMENT
BETWEEN STAFF CARE, INC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
LOCUM TENENS REFERRAL SERVICES**

This Amendment No. 9 to the Services Agreement ("Agreement") which was effective on August 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Staff Care, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

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

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

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

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

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

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

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

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

WHEREAS, the Parties amended the Agreement via Amendment No. 7 to allow for services to continue with additional changes to reflect clarifications in the law attached hereto as "Exhibit B" with revisions to the locum tenens referral rates in Agreement per "Exhibit A-7 – Rate Sheet as per Amendment No. 7", with no change to the total aggregate amount of \$10,500,000 or term of Agreement August 1, 2015 through December 31, 2021 for all Agreements awarded per RFP #9600-61.

WHEREAS, the Agreement expired on December 31, 2021; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 8 on the same or similar terms, beginning January 1, 2022 and to extend the term for an additional six (6) month period through June 30, 2022 for a revised full Agreement term of August 1, 2015 through June 30, 2022 to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-8 as per Renewal and Amendment No. 8" with no change to the total aggregate amount of \$10,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 9 to allow for services to continue with revisions to the locum tenens referral rates in Agreement per "Exhibit A-9 – Rate Sheet as per Amendment No. 9", with no change to the total aggregate amount of \$10,500,000 or term of Agreement August 1, 2015 through June 30, 2022 for all Agreements awarded per RFP #9600-61.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment, No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Renewal and Amendment No. 8 incorporated herein by this reference, except as specifically set forth below.

1. Section 1.24 titled, "COMPENSATION AND PAYMENTS" shall be amended to the following:
"It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit A-9"
2. "Exhibit A-8 Rate Sheet" attached to the Agreement shall be replaced with the revised "Exhibit A-9 per Amendment No. 9" attached hereto this Amendment No. 9.

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 9 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and in Renewal and Amendment No. 8.
4. A copy of this Amendment No. 9 shall be attached to the Agreement.
5. This Amendment No. 9 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 9 on the basis set forth in this document and have executed this Amendment No. 9 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____

Charles R. Harris, ~~Interim~~ CEO

Date: _____

4/5/22

APPROVED AS TO LEGAL PROVISIONS

By: _____

Monterey County Deputy County Counsel

Date: _____

3/25/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____

Monterey County Deputy Auditor/Controller

Date: _____

4/1/2022

CONTRACTOR

Staff Care, Inc.

CONTRACTOR's Business Name

See instructions below

By: _____

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

Rob Bomaine, SUP

Name and Title

Date: _____

3/14/2022

By: _____

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

Bob Wolf, Sec.

Name and Title

Date: _____

3/14/2022

*****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
Exhibit A-9 Rate Sheet as per Amendment No. 9
STAFF CARE, INC.

(rates proposed are all-inclusive of travel and administrative fees)

Bidders are required to complete this sheet and submit it with their proposals.

SPECIALTY	HOURLY REGULAR	DAILY (8 hr day unless otherwise specified)	HOURLY OVERTIME/ HOLIDAY (additional hours not included in daily rate)	24 HOUR CALL (includes 8 hours of patient care unless otherwise specified)	NIGHT CALL	HOURLY CALL BACK	Permanent Placement Fee
Anesthesiology	\$ 276.42	\$ 2,211.36	\$ 401.88	\$ 2,171.58	\$ 370.00	\$ 401.88	\$ 40,000.00
Cardiology	\$ 276.42	\$ 2,211.36	\$ 371.28	\$ 2,174.64	\$ 478.00	\$ 371.28	\$ 40,000.00
Cardiology, Interventional	\$ 403.92	\$ 3,231.36	\$ 417.18	\$ 3,183.42	\$ 682.00	\$ 417.18	\$ 40,000.00
Cardiology, Invasive	\$ 324.36	\$ 2,594.88	\$ 412.08	\$ 3,183.42	\$ 558.00	\$ 412.08	\$ 40,000.00
Critical Care/ ICU (9 hour day)	\$ 295.80	\$ 2,662.20	\$ 502.86	\$ 2,662.20	\$ 618.00	\$ 502.86	\$ 40,000.00
Critical Care NP	\$ 173.40	N/A	\$ 260.10	N/A	N/A	\$ 260.10	\$ 25,000.00
Critical Care Surgery (24 hour in-house)	N/A	N/A	N/A	\$ 5,412.12	N/A	N/A	\$ 45,000.00
Certified Registered Nurse Anesthetist (CRNA)	\$ 161.16	\$ 1,289.28	\$ 237.66	\$ 1,263.78	\$ 300.00	\$ 237.66	\$ 40,000.00
Dermatology	\$ 337.62	\$ 2,700.96	\$ 371.28	\$ 2,545.92	\$ 468.00	\$ 371.28	\$ 45,000.00
Emergency Medicine	\$ 344.76	\$ 2,758.08	N/A	N/A	N/A	N/A	\$ 40,000.00
Family Practice, Ambulatory Care	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Family Practice	\$ 167.28	\$ 1,338.24	\$ 252.96	\$ 1,432.08	\$ 248.00	\$ 252.96	\$ 35,000.00
Family Practice with OB	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Gastroenterology	\$ 324.36	\$ 2,594.88	\$ 391.68	\$ 2,545.92	\$ 643.00	\$ 391.68	\$ 40,000.00
Surgery (General)	\$ 268.26	\$ 2,146.08	\$ 343.74	\$ 2,015.52	\$ 402.00	\$ 343.74	\$ 45,000.00
Hematology/Oncology	\$ 276.42	\$ 2,211.36	\$ 318.24	\$ 2,068.56	\$ 533.00	\$ 318.24	\$ 40,000.00
Hospitalist - Primary Care	\$ 241.74	\$ 1,933.92	\$ 323.34	\$ 2,068.56	\$ 400.00	\$ 323.34	\$ 40,000.00
Internal Medicine	\$ 167.28	\$ 1,338.24	\$ 252.96	\$ 1,432.08	\$ 248.00	\$ 252.96	\$ 35,000.00
Infectious Disease	\$ 234.60	\$ 1,876.80	\$ 318.24	\$ 1,803.36	\$ 500.00	\$ 318.24	\$ 40,000.00
Neonatology	\$ 349.86	\$ 2,798.88	\$ 371.28	\$ 2,865.18	\$ 470.00	\$ 371.28	\$ 40,000.00
Nephrology	\$ 235.62	\$ 1,884.96	\$ 318.24	\$ 1,856.40	\$ 470.00	\$ 318.24	\$ 40,000.00
Neurological Surgery (includes 12 hours of care)	\$ 505.92	\$ 4,047.36	\$ 583.44	\$ 3,979.02	\$ 795.00	\$ 583.44	\$ 45,000.00
Neurology	\$ 262.14	\$ 2,097.12	\$ 365.16	\$ 2,015.52	\$ 497.00	\$ 365.16	\$ 40,000.00
Nurse Practitioner - Adult	\$ 133.62	\$ 1,068.96	\$ 212.16	\$ 1,086.30	\$ 158.00	\$ 212.16	\$ 25,000.00
Nurse Practitioner - Neonatal	\$ 140.00	\$ 1,120.00	\$ 210.00	\$ 1,120.00	\$ 210.00	\$ 210.00	N/A
Obstetrics and Gynecology	\$ 268.26	N/A	\$ 300.90	N/A	\$ 411.00	\$ 300.90	\$ 45,000.00
Occupational Medicine	\$ 172.38	\$ 1,379.04	N/A	N/A	N/A	N/A	\$ 35,000.00
Ophthalmology (Surgery)	\$ 223.38	\$ 1,787.04	\$ 299.88	\$ 1,697.28	\$ 387.00	\$ 299.88	\$ 45,000.00
Orthopedic Surgery	\$ 295.80	\$ 2,366.40	\$ 386.58	\$ 2,333.76	\$ 470.00	\$ 386.58	\$ 45,000.00
Otolaryngology (ENT)	\$ 287.54	\$ 2,260.32	\$ 323.34	\$ 2,121.60	\$ 465.00	\$ 323.34	\$ 45,000.00
Pathology	\$ 162.18	\$ 1,297.44	\$ 290.70	\$ 1,272.96	\$ 286.00	\$ 290.70	\$ 40,000.00
Pediatric Outpatient	\$ 169.32	\$ 1,354.56	\$ 252.96	\$ 1,432.08	\$ 225.00	\$ 252.96	\$ 35,000.00
Pediatric Hospitalist	\$ 231.54	\$ 1,852.32	\$ 318.24	\$ 2,015.52	\$ 400.00	\$ 318.24	\$ 40,000.00
PMR (*night call rate)	\$ 280.50	N/A	N/A	#VALUE!	N/A	N/A	\$ 35,000.00
Physician Assistant	\$ 133.62	\$ 1,068.96	\$ 212.16	N/A	\$ 158.00	\$ 212.16	\$ 25,000.00
Pulmonology Outpatient	\$ 262.14	N/A	\$ 328.44	N/A	\$ 490.00	\$ 328.44	\$ 40,000.00
Psychiatry-Adult, Inpt and Outpt: 0-8 hrs, OT after 5pm	\$ 300.90	\$ 2,407.20	\$ 336.60	\$ 2,713.20	\$ 330.00	\$ 336.60	\$ 27,050.40
Radiology Diagnostic	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Radiology Interventional	\$ 349.86	\$ 2,798.88	\$ 424.32	\$ 2,759.10	\$ 400.00	\$ 424.32	\$ 40,000.00
Tele-Critical Care/ ICU (Phone only) 12 hours	\$ 295.80	N/A	N/A	\$ 1,020.00	\$ 618.00	N/A	N/A
Urology (callback after 2 hours)	\$ 309.06	\$ 2,472.48	\$ 338.64	\$ 2,439.84	\$ 531.00	\$ 338.64	\$ 45,000.00
Vascular Surgery	\$ 349.86	\$ 2,749.92	\$ 371.28	\$ 2,653.02	\$ 589.00	\$ 371.28	\$ 45,000.00
Rate Adjustments:							
Annual rate increases shall not exceed 2% per contract year.							