

Original Agreement No. BPO 9600 0000000715

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 0000000715 ("the Agreement") on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service 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. Ginter
Signature of Chair, President or Vice-President

JAMES E. GINTER
Printed Name

6/17/10
Date

PRESIDENT
Title

Michael Paersen
Signature of Secretary, Asst. Secretary, CEO,
Treasurer or Asst. Treasurer

MICHAEL PÆRSEN
Printed Name

6/17/10
Date

CEO
Title

NATIVIDAD MEDICAL CENTER

[Signature]
Signature of Purchasing Manager

[Signature]
Signature of NMC - CEO

8/24/10
Date

6/24/10
Date

Approved as to Legal Form:

Charles J. McKee, County Counsel

[Signature]
Stacy Sault, Deputy County Counsel

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey

EXHIBIT A-2 (final copy 6/28/10)
Medical Doctor Associates and
Nat'l Medical Center all inclusive rates
July 1, 2010 - June 30, 2011

	Base Rates			Weekday			Weekend			Holiday			Permanent Placement Cost (NMC)	
	Hourly	Daily	Hours Included in Daily Rate	Overtime / Call Back	Daily	Beeper / Hr In-house	Daily	Hours Included in Daily Rate	Beeper / Hr In-house	Daily	Hours Included in Daily Rate	Beeper / Hr In-house		
Anesthesiology	\$285.00	\$1,880.00	8	\$235.00	\$275.00	Beeper	\$275.00	Beeper	N/A	\$1,630.00	24**	N/A	N/A	\$25,000.00
Cardiac Anesthesiology	\$285.00	\$1,880.00	8	\$235.00	\$275.00	Beeper	\$275.00	Beeper	N/A	\$1,630.00	24**	N/A	N/A	\$25,000.00
Cardiology	\$370.00	\$1,950.00	8	\$370.00	\$375.00	\$1,210.00	\$375.00	\$1,210.00	N/A	\$1,380.00	24**	N/A	N/A	\$25,000.00
Cardiology, Interventional	\$460.00	\$2,900.00	8	\$460.00	\$460.00	\$1,800.00	\$460.00	\$1,800.00	N/A	\$4,200.00	\$24.00	Beeper	N/A	\$25,000.00
Cardiology, Invasive	\$405.00	\$2,400.00	8	\$405.00	\$405.00	\$1,600.00	\$405.00	\$1,600.00	N/A	\$4,700.00	\$24.00	Beeper	N/A	\$25,000.00
Cardiothoracic/Vascular Surgery	\$384.00	\$2,912.00	8	\$384.00	\$406.00	Beeper	\$384.00	SEPPER	NA	\$2,912.00	24/2PC	SEPPER	NA	\$25,000.00
Cardiothoracic/Vascular Surgery (24 hour call)	NA	\$2,712.00	24/2PC	\$384.00	\$406.00	NA	\$384.00	NA	NA	\$4,240.00	12 hours	NA	NA	\$25,000.00
Critical Care	\$140.00	\$1,170.00	12 hours	\$135.00	\$135.00	Beeper	\$135.00	Beeper	N/A	\$1,120.00	24**	N/A	N/A	\$25,000.00
Certified Registered Nurse Anesthetist	\$220.00	N/A	8	\$220.00	\$275.00	Beeper	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$25,000.00
Dermatology	\$230.00	\$1,840.00	8	\$230.00	\$240.00	Beeper	\$230.00	Beeper	N/A	\$1,500.00	\$24.00	Beeper	N/A	\$25,000.00
Emergency Medicine	\$160.00	\$1,280.00	8	\$160.00	\$240.00	Beeper	\$160.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
Family Practice, Ambulatory Care	\$160.00	\$1,280.00	8	\$160.00	\$240.00	Beeper	\$160.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
Family Practice	\$186.00	\$1,488.00	8	\$186.00	\$275.00	Beeper	\$186.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
Family Practice with OB	\$159.00	\$1,272.00	8	\$159.00	\$275.00	Beeper	\$159.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
Gastroenterology	\$159.00	\$1,272.00	8	\$159.00	\$275.00	Beeper	\$159.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
General Surgery	\$187.00	\$1,880.00	8	\$187.00	\$230.00	Beeper	\$187.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
General Surgery (24 hour call only rates)	NA	\$1,700.00	24/2PC	\$187.00	\$230.00	Beeper	\$187.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
Hematology/Oncology	\$187.00	\$1,700.00	8	\$187.00	\$230.00	Beeper	\$187.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
Hospitalist - Primary Care	\$187.00	\$1,700.00	12	\$187.00	\$230.00	Beeper	\$187.00	Beeper	N/A	NA	NA	NA	NA	\$25,000.00
Hospitalist - (24 hour call only)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$25,000.00
Infectious Disease	\$160.00	\$1,280.00	8	\$160.00	\$235.00	Beeper	\$160.00	Beeper	N/A	\$1,500.00	\$24.00	Beeper	N/A	\$25,000.00
Medical Oncology	NA	\$3,425.00	24	NA	\$2,925.00	Beeper	\$2,925.00	Beeper	NA	\$2,395.00	\$8.00	NA	NA	\$25,000.00
Neurology	\$370.00	\$2,900.00	8	\$370.00	\$2,925.00	Beeper	\$370.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Nephrology	\$460.00	\$3,500.00	8	\$460.00	\$2,950.00	Beeper	\$460.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Neurological Surgery	NA	\$3,300.00	24/2PC	\$460.00	\$2,950.00	Beeper	\$460.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Neurological Surgery (24 hour call only rates)	NA	\$2,100.00	8	\$460.00	\$2,950.00	Beeper	\$460.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Neurology	\$98.00	NA	8	\$98.00	\$118.00	Beeper	\$98.00	Beeper	NA	\$400.00	\$24.00	Beeper	NA	\$25,000.00
Nurse Practitioner/Physician's assistant	\$250.00	\$1,280.00	8	\$250.00	\$118.00	Beeper	\$250.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Obstetrics and Gynecology	\$175.00	\$1,400.00	8	\$175.00	\$215.00	Beeper	\$175.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Occupational Medicine	\$275.00	\$1,560.00	8	\$275.00	\$215.00	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Ophthalmology	\$285.00	\$2,250.00	8	\$285.00	\$3,450.00	Beeper	\$285.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Orthopedic Surgery	NA	\$1,725.00	8	\$285.00	\$3,450.00	Beeper	\$285.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Orthopedic Surgery (24 hour call only rates)	NA	\$1,155.00	8	\$285.00	\$3,450.00	Beeper	\$285.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Otolaryngology	\$280.00	\$2,240.00	8	\$280.00	\$2,389.00	Beeper	\$280.00	Beeper	NA	\$1,725.00	\$24.00	Beeper	NA	\$25,000.00
Pathology	\$450.00	\$3,600.00	8	\$450.00	\$2,417.50	Beeper	\$450.00	Beeper	NA	\$800.00	\$24.00	Beeper	NA	\$25,000.00
Pediatrics	\$275.00	\$2,200.00	8	\$275.00	\$2,417.50	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Pediatric Hospitalist	NA	\$3,300.00	24	\$275.00	NA	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Pediatric Critical Care	\$275.00	\$2,200.00	8	\$275.00	\$2,417.50	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Pediatric Cardiology	\$275.00	\$2,200.00	8	\$275.00	\$2,417.50	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Pediatric Surgery	\$275.00	\$2,200.00	8	\$275.00	\$2,417.50	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Pediatric Surgery (24 hour call)	NA	\$3,300.00	24/2PC	\$275.00	\$2,417.50	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Physical Medicine and Rehabilitation	\$275.00	\$2,200.00	8	\$275.00	\$2,417.50	Beeper	\$275.00	Beeper	NA	NA	NA	NA	NA	\$25,000.00
Psychiatry Inpatient	\$175.00	\$1,400.00	8	\$175.00	\$1,944.00	In house	\$175.00	In house	NA	NA	NA	NA	NA	\$25,000.00
Psychiatry Outpatient	\$175.00	\$1,400.00	8	\$175.00	\$1,944.00	In house	\$175.00	In house	NA	NA	NA	NA	NA	\$25,000.00
Psychiatry Child & Adolescent Inpatient	\$185.00	\$1,480.00	8	\$185.00	\$2,064.00	In house	\$185.00	In house	NA	\$800.00	\$24.00	Beeper	NA	\$25,000.00
Psychiatry Child & Adolescent Outpatient	\$185.00	\$1,480.00	8	\$185.00	\$2,064.00	In house	\$185.00	In house	NA	\$800.00	\$24.00	Beeper	NA	\$25,000.00
Pulmonology/Phthm. CC	\$185.00	\$1,480.00	8	\$185.00	\$2,064.00	In house	\$185.00	In house	NA	\$800.00	\$24.00	Beeper	NA	\$25,000.00
Radiation Oncology	\$185.00	\$1,480.00	8	\$185.00	\$2,064.00	In house	\$185.00	In house	NA	\$800.00	\$24.00	Beeper	NA	\$25,000.00
Radiology Diagnostics	\$185.00	\$1,480.00	8	\$185.00	\$2,064.00	In house	\$185.00	In house	NA	\$800.00	\$24.00	Beeper	NA	\$25,000.00
Radiology Interventional Urology	\$235.00	\$1,880.00	8	\$235.00	\$2,352.00	Beeper	\$235.00	Beeper	NA	\$1,575.00	8	NA	NA	\$25,000.00
Radiology	\$235.00	\$1,880.00	8	\$235.00	\$2,352.00	Beeper	\$235.00	Beeper	NA	\$1,575.00	8	NA	NA	\$25,000.00

*Daily rate cannot be billed by the hour this is a 0-8 hr daily rate. OT is billed after 8pm
 **Weekend and Holiday call rates are 24 hours. Overtime rate applies if called in.

EXHIBIT C

CERTIFICATION OF PHYSICIANS

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

Section 6. PERFORMANCE STANDARDS.

- 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: _____