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 other wise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. PAYMENT CONDITIONS.

7.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement; and then only in accordance with any applicable County policies.

8. TERMINATION.

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

INDEMNIFICATION: Both parties shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable 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 that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

8.4. 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 or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

9.5. Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, 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, sate, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

11. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with 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 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 per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:	FOR CONTRACTOR:
Contracts/Purchasing Manager	DARREN MONTGOMERY
Name and Title	Name and Title
1441 Constitution Blvd. Salinas, CA. 93906	600 E. LAS COLINAS BLVD STE 1550
Address	Address IRVING, TX 75039
831.755.4111	866-859-0042 X 247
Phone	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: _____
NMC Contracts/Purchasing Agent

Date: _____

By: _____ for Bill Foley
Department Head (If applicable)

Date: 2/27/09

By: _____
William Litt, Deputy County Counsel
Stacy Saetta

Date: 2/27/09

By: _____
Auditor/Controller

Date: 3-7-09

CONTRACTOR

Medical Doctor Associates
Contractor's Business Name***

_____
Signature of Chair, President, or Vice President

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

Delatech 2/12/2009
Delatech 2/3/2009

EXHIBIT A

Specialty	Base Rates: Hourly	Base Rates: Daily	Base Rates: Hours Included in Daily Rate	Premium: Overtime / Call Back	Premium: Holiday	Call Pay: Weekday: Hourly	Call Pay: Weekday: Beeper / In-house	Call Pay: Weekday: Daily	Call Pay: Weekday: Hours Included in Daily Rate	Call Pay: Weekday: Beeper / In-house	Call Pay: Weekday: No Charge In-House Hours	Call Pay: Daily	Call Pay: Included in Daily Rate	Call Pay: Beeper / In-house	Call Pay: Charge In-House Hours	Permanent Placement Cost (NMC)	Permanent Placement Cost (Behavioral Health)
Anesthesiology	$245.83	$1,975.00	8	$ 275.00	$2,518.00	$ 275.00	Beeper	$ 825.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiac Anesthesiology	$325.00	$2,600.00	8	$ 275.00	$2,300.00	$ 275.00	Beeper	$1,150.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiology	$225.00	$1,800.00	8	$ 350.00	$ 350.00	$ 350.00	Beeper	$ 850.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiology, Interventional	$237.50	$1,900.00	8	$ 355.00	$ 355.00	$ 355.00	Beeper	$ 950.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiology, Invasive	$250.00	$2,000.00	8	$ 350.00	$ 350.00	$ 350.00	Beeper	$1,000.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Critical Care	$140.00	$1,120.00	8	$ 210.00	$ 210.00	$ 210.00	Beeper	$ 560.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Certified Registered Nurse Anesthetist	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	$ 18,000.00	NA
Dermatology	$117.00	$ 936.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	NA	NA
Emergency Medicine	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	$ 18,000.00	NA
Family Practice - Ambulatory Care	$115.00	$ 920.00	8	$ 170.00	$ 170.00	$ 170.00	Beeper	$ 450.00	24	Beeper	2	NA	NA	NA	NA	NA	NA
Family Practice	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Family Practice with OB	$115.00	$ 920.00	8	$ 170.00	$ 170.00	$ 170.00	Beeper	$ 450.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Gastroenterology	$287.50	$2,300.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$2,300.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
General Surgery	$212.50	$1,700.00	8	$ 155.00	$2,100.00	$ 155.00	Beeper	$1,400.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Hematology/Oncology	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	$ 18,000.00	NA
Hospitalist - Primary Care	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	NA	NA
Internal Medicine	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Infectious Disease	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Medical Oncology	$212.50	$1,700.00	8	$ 185.00	$ 185.00	$ 185.00	Beeper	$1,700.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Neonatology	NA	$3,148.00	12	$ 250.00	$ 200.00	$ 200.00	Beeper	$2,300.00	24	Beeper	2	3148	12	Beeper	2	$ 18,000.00	NA
Nephrology	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Neurological Surgery	$387.50	$3,100.00	8	$ 425.00	$4,200.00	$ 425.00	Beeper	$2,800.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Neurology	$162.50	$1,300.00	8	$ 200.00	$ 300.00	$ 200.00	Beeper	$ 550.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Obstetics and Gynecology	$187.50	$1,500.00	8	$ 185.00	$ 185.00	$ 185.00	Beeper	$1,500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Occupational Medicine	$125.00	$1,000.00	8	$ 190.00	$ 190.00	$ 190.00	Beeper	$1,500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Orthopedic Surgery	$225.00	$1,800.00	8	$ 300.00	$2,400.00	$ 300.00	Beeper	$1,800.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Otolaryngology	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pathology	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pediatrics	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pediatric Critical Care	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pediatric Cardiology	NA	$1,900.00	8	$ 400.00	$ 356.25	$ 450.00	Beeper	$ 850.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Physical Medicine and Rehabilitation	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Psychiatry Inpatient	$150.00	$1,200.00	8	$ 225.00	$ 225.00	$ 225.00	Beeper	$ 600.00	24	Beeper	2	NA	NA	NA	NA	$ 12,500.00	$ 12,500.00
Psychiatry Outpatient	$150.00	$1,200.00	8	$ 225.00	$ 225.00	$ 225.00	Beeper	$ 600.00	24	Beeper	2	NA	NA	NA	NA	$ 12,500.00	$ 12,500.00
Psychiatry Child & Adolescent Inpatient	$175.00	$1,400.00	8	$ 275.00	$ 275.00	$ 275.00	Beeper	$ 650.00	24	Beeper	2	NA	NA	NA	NA	$ 12,500.00	$ 12,500.00
Psychiatry Child & Adolescent Outpatient	$175.00	$1,400.00	8	$ 225.00	$ 275.00	$ 275.00	Beeper	$ 650.00	24	Beeper	2	NA	NA	NA	NA	$ 12,500.00	$ 12,500.00
Pulmonology /Pulm. CC	$125.00	$1,000.00	8	$ 150.00	$ 150.00	$ 150.00	Beeper	$ 500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Radiation Oncology	$225.00	$1,800.00	8	$ 185.00	$ 185.00	$ 185.00	Beeper	$1,800.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Radiology Diagnostics	$312.50	$2,500.00	8	$ 290.00	$3,800.00	$ 290.00	Beeper	$2,500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Radiology Interventional Urology	$381.25	$3,050.00	8	$ 350.00	$4,125.00	$ 350.00	Beeper	$3,050.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA

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.

Andrea Rosenberg
For William Foley
Chief Executive Officer

Date: 2/26/09

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 other wise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. PAYMENT CONDITIONS.

7.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement; and then only in accordance with any applicable County policies.

8. TERMINATION.

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

INDEMNIFICATION: Both parties shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable 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 that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

8.4. 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 or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

9.5. Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, 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, sate, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

11. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with 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 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 per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:	FOR CONTRACTOR:
Contracts/Purchasing Manager	DARREN MONTGOMERY
Name and Title	Name and Title
1441 Constitution Blvd. Salinas, CA. 93906	600 E. LAS COLINAS BLVD #1550
Address	Address IRVING, TX 75039
831.755.4111	866-859-0042 X 847
Phone	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: _____
NMC Contracts/Purchasing Agent

Date: _____

By: _____ for Bill Foley
Department Head (if applicable)

Date: 2/27/09

By: _____
William Litt, Deputy County Counsel
Stacy Saetta

Date: 2/27/09

By: _____
Auditor/Controller

Date: 3-4-09

CONTRACTOR

Medical Doctor Associates
Contractor's Business Name***

_____
Signature of Chair, President, or Vice-President

Darren Montgomery - Treasurer
Name and Title

Date: 02-16-09

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 and 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: 2/5/2009

EXHIBIT A

Specialty	Base Rates: Hourly	Base Rates: Daily	Base Rates: Hours Included in Daily Rate	Premium: Overtime / Call Back	Premium: Holiday	Weekday: Hourly	Weekday: Beeper / In-house	Call Pay: Daily	Call Pay: Hours Included in Daily Rate	Call Pay: Beeper / In-house	Call Pay: No Charge In-House Hours	Call Pay: Daily	Call Pay: Included in Daily Rate	Call Pay: Beeper / In-house	Call Pay: Charge In-House Hours	Permanent Placement Cost (AMC)	Permanent Placement Cost (Behavioral Health)
Anesthesiology	$245.83	$1,975.00	8	$ 275.00	$2,515.00	$ 275.00	Beeper	$ 888.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiac Anesthesiology	$325.00	$2,500.00	8	$ 275.00	$2,300.00	$ 275.00	Beeper	$1,150.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiology	$225.00	$1,900.00	8	$ 350.00	$ 350.00	$ 350.00	Beeper	$ 900.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiology, Interventional	$237.50	$1,900.00	8	$ 355.00	$ 355.00	$ 355.00	Beeper	$ 950.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Cardiology, Invasive	$250.00	$2,000.00	8	$ 350.00	$ 350.00	$ 350.00	Beeper	$1,000.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Critical Care	$140.00	$1,120.00	8	$ 210.00	$ 210.00	$ 210.00	Beeper	$ 560.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Certified Registered Nurse Anesthetist	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dermatology	$171.00	$ 885.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Emergency Medicine	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Family Practice , Ambulatory Care	$115.00	$ 925.00	8	$ 170.00	$ 170.00	$ 170.00	Beeper	$ 460.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Family Practice	$111.00	$ 885.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Family Practice with OB	$115.00	$ 920.00	8	$ 170.00	$ 170.00	$ 170.00	Beeper	$ 460.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Gastroenterology	$267.50	$2,300.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$2,300.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
General Surgery	$212.50	$1,700.00	8	$ 185.00	$2,100.00	$ 185.00	Beeper	$1,400.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Hematology/Oncology	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Hospitalist--Primary Care	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Internal Medicine	$111.00	$ 885.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Infectious Disease	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Medical Oncology	$212.50	$1,700.00	8	$ 185.00	$ 185.00	$ 185.00	Beeper	$1,700.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Neonatology	NA	$3,148.00	12	$ 200.00	$ 200.00	$ 200.00	Beeper	$2,300.00	24	Beeper	2	3148	12	Beeper	2	$ 18,000.00	NA
Nephrology	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Neurological Surgery	$387.50	$3,100.00	8	$ 425.00	$4,200.00	$ 425.00	Beeper	$2,800.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Neurology	$162.50	$1,300.00	8	$ 200.00	$ 300.00	$ 200.00	Beeper	$ 650.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Obstetrics and Gynecology	$187.50	$1,500.00	8	$ 185.00	$ 185.00	$ 185.00	Beeper	$1,500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Occupational Medicine	$125.00	$1,000.00	8	$ 190.00	$ 190.00	$ 190.00	Beeper	$ 500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Orthopedic Surgery	$225.00	$1,800.00	8	$ 300.00	$2,400.00	$ 300.00	Beeper	$1,600.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Otolaryngology	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pathology	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pediatrics	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pediatric Critical Care	$135.00	$1,080.00	8	$ 200.00	$ 200.00	$ 200.00	Beeper	$ 540.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Pediatric Cardiology	NA	$1,500.00	8	$ 400.00	$ 395.25	$ 450.00	Beeper	$ 950.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Physical Medicine and Rehabilitation	$111.00	$ 888.00	8	$ 120.00	$ 180.00	$ 120.00	Beeper	$ 340.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Psychiatry Inpatient	$150.00	$1,200.00	8	$ 225.00	$ 225.00	$ 225.00	Beeper	$ 600.00	24	Beeper	2	NA	NA	NA	NA	$ 12,600.00	$ 12,600.00
Psychiatry Outpatient	$150.00	$1,200.00	8	$ 225.00	$ 225.00	$ 225.00	Beeper	$ 600.00	24	Beeper	2	NA	NA	NA	NA	$ 12,600.00	$ 12,600.00
Psychiatry Child & Adolescent Inpatient	$175.00	$1,400.00	8	$ 275.00	$ 275.00	$ 275.00	Beeper	$ 650.00	24	Beeper	2	NA	NA	NA	NA	$ 12,600.00	$ 12,600.00
Psychiatry Child & Adolescent Outpatient	$175.00	$1,400.00	8	$ 275.00	$ 275.00	$ 275.00	Beeper	$ 650.00	24	Beeper	2	NA	NA	NA	NA	$ 12,600.00	$ 12,600.00
Pulmonology/Pulm. CC	$125.00	$1,000.00	8	$ 190.00	$ 190.00	$ 190.00	Beeper	$ 500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Radiation Oncology	$225.00	$1,800.00	8	$ 185.00	$ 185.00	$ 185.00	Beeper	$1,800.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Radiology Diagnostics	$312.50	$2,500.00	8	$ 290.00	$3,300.00	$ 290.00	Beeper	$2,500.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA
Radiology Interventional Urology	$381.25	$3,050.00	8	$ 350.00	$4,125.00	$ 382.00	Beeper	$3,050.00	24	Beeper	2	NA	NA	NA	NA	$ 18,000.00	NA

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

Harry Weis
Chief Financial Officer

Date: 2/27/09