



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-12896 ; Amendment No.: 12

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 12 to the agreements with Medical Search, LLC d.b.a. SUMO Medical Staffing (A-12896) and MDA Holdings, Inc. d.b.a. Medical Doctor Associates (A-12899) and renewal & amendment No. 13 to the agreement with Staff Care, Inc. (A-12897) for locum tenens physician referral services at NMC pursuant to the Request for Proposals (RFP) #9600-61, extending the agreement an additional six (6) month period (July 1, 2024 through December 31, 2024) for a revised full agreement term of August 1, 2015 through December 31, 2024, and adding \$2,700,000 for a revised total aggregate amount not to exceed \$16,700,000.

PASSED AND ADOPTED on this 15th day of October 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 15, 2024.

Dated: October 15, 2024

File ID: A 24-462

Agenda Item No.: 19

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

**RENEWAL AND AMENDMENT NO. 12
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
MDA HOLDINGS, INC
LOCUM TENENS REFERRAL SERVICES**

This Renewal and Amendment No. 12 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and MDA Holdings, Inc dba Medical Doctor Associates (hereinafter "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 MDA Holdings, Inc. dba Medical Doctor Associates entered into an Agreement for locum tenens referral services pursuant to Request for Proposal (RFP) #9600-61 with a one year term ending on July 31, 2016 and with a total aggregate amount not to exceed \$2,000,000 annually for all Agreements awarded per RFP #9600-61; and

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

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

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

WHEREAS, the Parties 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 with no change to the locum tenens referral rates in the Agreement 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 revisions to the locum tenens referral rates in Agreement per “Exhibit A- Rate Sheet as per Amendment No. 6,” 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 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 cost increase to the total aggregate amount not to exceed \$10,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 9 on the same or similar terms, beginning January 1, 2022 and to extend the term for an additional one (1) year period through June 30, 2023 for a revised full Agreement term of August 1, 2015 through June 30, 2023 to allow for services to continue with revisions to the original scope of work as “Exhibit A-9 as per Renewal and Amendment No. 9” with no cost increase to the total aggregate amount not to exceed \$10,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement on July 1, 2023 via Amendment No. 10 to extend the term for an additional one (1) year period through June 30, 2024 for a revised full Agreement term of August 1, 2015 through June 30, 2024 with revisions to the locum tenens referral rates in Agreement per “Exhibit A-10 Rate Sheet as per Amendment No.10” 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 \$12,500,000 for all Agreements awarded per RFP #9600-61; and

WHEREAS, the Parties amended the Agreement via Amendment No. 11 on same or similar terms to add \$1,500,000 to the total payable amount for a revised total aggregate amount not to exceed \$14,000,000 for all Agreements awarded per RFP #9600-61, with no change to the Agreement term (August 1, 2015 through June 30, 2024); and

WHEREAS, the Agreement expired on June 30, 2024; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement retroactive to July 1, 2024 to extend the term for an additional six (6) month period through December 31, 2024 for a revised full Agreement term of August 1, 2015 through December 31, 2024 to allow for continued need of CONTRACTOR's services with an increase of \$ 2,700,000 to the total payable amount for a revised total aggregate amount not to exceed \$ 16,700,000 for all agreements awarded per RFP# 96000-61.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended 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, Renewal and Amendment No. 8, Renewal and Amendment No. 9, Amendment No. 10, Amendment No. 11, and in this Renewal and Amendment No. 12 incorporated herein by this reference, except as specifically set forth below.

1. The "TERM OF AGREEMENT" Section in the Agreement shall be amended to the following:
"The term of this Agreement is from August 1, 2015 through December 31, 2024 unless sooner terminated pursuant to the terms of this Agreement".
2. The second sentence in Section 1.24 titled, "COMPENSATION AND PAYMENTS" in the Agreement shall be amended to the following:
"The total aggregate amount shall not exceed \$16,700,000 for all Agreements awarded per RFP #9600-61"
3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 12, the provisions of this Renewal and Amendment No. 12 shall govern.
4. This Renewal and Amendment is effective retroactively on July 1, 2024.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 12 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
896D21D44C4341D
Monterey County Deputy County Counsel

Date: 9/13/2024 | 11:30 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE
Monterey County Chief Deputy Auditor-Controller

Date: 9/13/2024 | 4:17 PM PDT

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)

CONTRACTOR

CONTRACTOR's Business Name

****Signature instructions below****

DocuSigned by:
By: Mike Farrell
C9402CB14E8946E
(Signature of Chair, President, or Vice-President)

Vice President

Name and Title

Date: 8/5/2024

DocuSigned by:
By: Karen Mote
25F6455513D8465
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

President

Name and Title

Date: 8/6/2024