



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

- Agreement No.: A-12896    Medical Search, LLC d.b.a. SUMO Medical Staffing**
- Agreement No.: A-12897    Staff Care, Inc.**
- Agreement No.: A-12898    Next Medical Staffing, LLC**
- Agreement No.: A-12899    MDA Holdings, Inc. d.b.a. Medical Doctor Associates**
- Agreement No.: A-12900    Jackson & Coker Locum Tenens, LLC d.b.a. Jackson & Coker**

a. Authorize the Interim Chief Executive Officer (“CEO”) for NMC or his designee to execute seventh amendments to the agreements with Medical Search, LLC d.b.a. SUMO Medical Staffing (A-12896), Staff Care, Inc. (A-12897), Next Medical Staffing, LLC (A-12898), MDA Holdings, Inc. d.b.a. Medical Doctor Associates, LLC (A-12899), and Jackson & Coker Locum Tenens, LLC d.b.a. Jackson & Coker (A-12900) (“Locum Tenens Agencies”) for locum tenens physician referral services at NMC pursuant to the Request for Proposals (RFP) #9600-61 to address changes in California law and to update payment rates, with no change to the term of each agreement (August 1, 2015 through December 31, 2021) or to the total aggregate liability for all agreements (\$10,500,000);

b. Authorize the Interim CEO for NMC or his designee to execute a further amendment to each of the agreements with the Locum Tenens Agencies to extend the term of each agreement to June 30, 2022, with necessary updates to payment rates, but with no change to the total aggregate liability for all agreements.

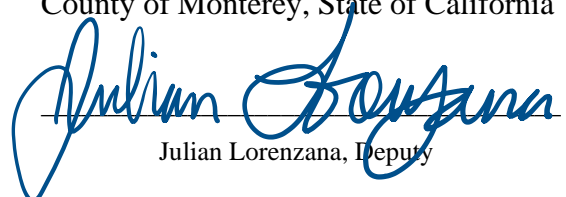
PASSED AND ADOPTED on this 26<sup>th</sup> day of October 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
 NOES: None  
 ABSENT: None  
 (Government Code 54953)

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 26, 2021.

Dated: October 29, 2021  
 File ID: A 21-504  
 Agenda Item No.: 17

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



Julian Lorenzana, Deputy

**AMENDMENT NO. 7  
TO SERVICES AGREEMENT  
BETWEEN MDA HOLDINGS, INC  
DBA MEDICAL DOCTOR ASSOCIATES AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
LOCUM TENENS REFERRAL SERVICES**

This Amendment No. 7 to the Services Agreement (“Agreement”) which was effective on August 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and MDA Holdings, Inc. dba Medical Doctor Associates (“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 currently wish to amend the Agreement via Amendment No. 7 to allow for services to continue with revisions to the locum tenens referral rates in Agreement per “Exhibit A-7 Rate Sheet as per Amendment No. 7,” and with additional changes to reflect clarifications in the law attached hereto as “Exhibit B” 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.

### **AGREEMENT**

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

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

1. “Exhibit A-6 Rate Sheet” attached to the Agreement shall be replaced with the revised “Exhibit A-7 Rate Sheet” attached to this Amendment No. 7.
2. A new Exhibit “B” is attached hereto and incorporated herein by this reference.
3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.
4. A copy of this Amendment No. 7 shall be attached to the Original Agreement.
5. This Amendment No. 7 shall be effective when signed by both Parties.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 7 on the basis set forth in this document and have executed this Amendment No. 7 on the day and year set forth herein.

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

By:   
Charles R. Harris, Interim CEO

Date: 11/2/2021

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 9/29/2021

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

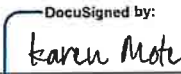
Date: 9/30/2021

**CONTRACTOR**

MDA Holdings, Inc. dba Medical Doctor Associates

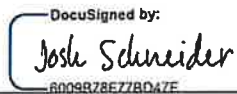
**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

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

Karen Mote President  
Name and Title

Date: 9/29/2021

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

Josh Schneider Vice President of Sales  
Name and Title

Date: 9/28/2021

**\*\*\*Instructions\*\*\***

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

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

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

RFP #9600-61 EXHIBIT A-7 as per Amendment No. 7  
 RATE SHEET FOR SPECIALTY SERVICES

MEDICAL DOCTOR ASSOCIATES, dba CROSS COUNTRY LOCUMS  
 RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES

Specialty	Hourly	Daily (0 to 8 hr day unless otherwise specified)	OVERTIME HOURLY: OT after minimum hrs/time worked and for patient contact when on call (additional hours not included in Daily Rate)	Holiday/ Premium	24 Hour Call (includes 8 hrs of patient care from 8a to 5p unless otherwise specified)	Permanent Placement Fee
Anesthesiology 7a to 3p OT 3p to 7a		\$ 2,236.86	\$ 331.89	\$ 3,355.29	\$ 2,236.86	\$ 27,050.40
Cardiology		\$ 3,069.18	\$ 434.89	\$ 4,603.77	\$ 3,069.18	\$ 27,050.40
Cardiology, Interventional		\$ 4,128.31	\$ 509.80	\$ 6,194.02	\$ 4,128.31	\$ 33,292.80
Cardiology, Invasive		\$ 4,128.31	\$ 568.06	\$ 6,192.46	\$ 4,128.31	\$ 33,292.80
Critical Care Surgery (24 hr in-house hr billed from 7p to 7a)		\$ 3,787.06	\$ 447.37	\$ 5,680.58	\$ 3,787.06	\$ 33,292.80
Critical Care 0-9 hr day OT 6p to 8a		\$ 3,391.70	\$ 428.64	\$ 5,087.56	\$ 3,391.70	\$ 27,050.40
Certified Registered Nurse Anesthetist 7a to 3p		\$ 1,521.06	\$ 216.40	\$ 2,281.60	\$ 1,521.06	\$ 27,050.40
Dermatology		\$ 2,545.86	\$ 358.94	\$ 3,818.79	\$ 2,545.86	\$ 27,050.40
Emergency Medicine 8hr minimum, OT <8hrs		\$ 3,345.93	\$ 470.26	\$ 5,018.89	\$ 3,345.93	\$ 27,050.40
Family Practice , Ambulatory Care		\$ 1,414.94	\$ 290.27	\$ 2,122.42	\$ 1,414.94	\$ 27,050.40
Family Practice 0-8 hrs:OT after 5pm		\$ 1,414.94	\$ 290.27	\$ 2,122.42	\$ 1,414.94	\$ 27,050.40
Family Practice with OB 0-8 hrs , OT after 5pm		\$ 2,314.89	\$ 193.51	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Gastroenterology		\$ 2,728.97	\$ 372.46	\$ 4,093.45	\$ 2,728.97	\$ 27,050.40
General Surgery 0-8 hrs:OT after 5pm		\$ 2,314.89	\$ 287.15	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Hematology/Oncology		\$ 2,314.89	\$ 287.15	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Hospitalist/IM/ - Primary Care: 12 hrs minimum:OT 7p to 7a	\$ 328.77	\$ 3,947.28	\$ 380.79	\$ 5,920.92	\$ 3,947.28	\$ 29,131.20
Internal Medicine 0-8 hrs, OT after 5pm		\$ 1,496.10	\$ 299.64	\$ 2,244.14	\$ 1,496.10	\$ 27,050.40
Infectious Disease		\$ 2,314.89	\$ 325.65	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Neonatology (0-24 hrs-includes beeper, OT after 12 hrs)		\$ 4,521.58	\$ 418.24	\$ 6,782.37	\$ 4,521.58	\$ 36,414.00
Nephrology		\$ 3,105.59	\$ 419.28	\$ 4,658.39	\$ 3,105.59	\$ 27,050.40
Neurological Surgery		\$ 4,330.14	\$ 596.15	\$ 6,495.22	\$ 4,521.58	\$ 27,050.40
Neurology		\$ 2,314.89	\$ 325.65	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Nurse Practitioner		\$ 1,064.33	\$ 159.18	\$ 1,596.49	\$ 1,064.33	\$ 20,808.00
Nurse Practitioner-Neonatal & Critical Care 0-24 hrs, OT after 12 hrs		\$ 2,314.89	\$ 202.88	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Obstetrics and Gynecology 0-9 hr day:OT after 6pm		\$ 2,954.74	\$ 380.79	\$ 4,432.10	\$ 2,954.74	\$ 27,050.40
Occupational Medicine	\$ 179.47	\$ 1,435.75	\$ 211.20	\$ 2,153.63	\$ 1,435.75	\$ 27,050.40
Ophthalmology (Surgery)		\$ 2,314.89	\$ 325.65	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Orthopedic Surgery		\$ 2,954.74	\$ 296.51	\$ 4,432.10	\$ 2,954.74	\$ 27,050.40
Otolaryngology		\$ 2,314.89	\$ 325.65	\$ 3,472.34	\$ 2,314.89	\$ 27,050.40
Pathology		\$ 1,312.98	\$ 211.20	\$ 1,969.48	\$ 1,312.98	\$ 27,050.40
Pediatrics (0-8 hrs: OT after 5pm)		\$ 1,496.10	\$ 289.23	\$ 2,244.14	\$ 1,496.10	\$ 27,050.40
Pediatric Hospitalist (Includes beeper, OT after 5pm)		\$ 2,902.72	\$ 296.51	\$ 4,354.07	\$ 2,954.74	\$ 27,050.40
Pediatric Cardiology 0-8 hrs: OT after 5pm		\$ 2,530.25	\$ 357.90	\$ 3,795.38	\$ 2,530.25	\$ 33,292.80
Physical Medicine and Rehabilitation		\$ 2,197.32	\$ 305.88	\$ 3,295.99	\$ 2,197.32	\$ 27,050.40
Physicians Assistant		\$ 1,064.33	\$ 159.18	\$ 1,596.49	\$ 1,064.33	\$ 20,808.00
Psychiatry-Adult, Inpt and Outpt: 0-8 hrs, OT after 5pm	\$ 295.00	\$ 2,360.00	\$ 330.00	\$ 2,640.00	\$ 2,660.00	\$ 27,050.40
Psychiatry-Child, Inpt and Outpt: 0-8 hrs, OT after 5pm		\$ 1,872.72	\$ 301.72	\$ 2,809.08	\$ 1,872.72	\$ 27,050.40
Pulmonology /Pulm. CC		\$ 3,876.53	\$ 516.04	\$ 5,814.80	\$ 3,876.53	\$ 27,050.40
Radiology Diagnostic		\$ 1,961.15	\$ 252.82	\$ 2,941.73	\$ 1,961.15	\$ 27,050.40
Radiology Interventional		\$ 1,961.15	\$ 252.82	\$ 2,941.73	\$ 1,961.15	\$ 27,050.40
Urology		\$ 2,865.26	\$ 369.34	\$ 4,297.89	\$ 2,865.26	\$ 27,050.40
Vascular Surgery		\$ 2,865.26	\$ 380.79	\$ 4,297.89	\$ 2,865.26	\$ 27,050.40

Rate Adjustments:

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

## EXHIBIT B

The following terms and conditions apply to any employee of CONTRACTOR assigned to NMC pursuant to this Agreement (“CONTRACTOR Worker”). CONTRACTOR Workers do not include *locum tenens* physicians.

### 1. **CONTRACTOR REPORTING REQUIREMENT FOR MEMBERS OF PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS); INDEMNIFICATION**

- 1.1 The County participates in the California Public Employee Retirement System (“CalPERS”). As such, CONTRACTOR and County must be mindful of restrictions on the employment of persons who are not participating in CalPERS, as well as those persons who are retirees under CalPERS (hereinafter, “PERS annuitant”).
- 1.2 CONTRACTOR shall identify in writing to County any CONTRACT Worker with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 1.3 CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least four hours prior to the individual being assigned by CONTRACTOR for service to County.
- 1.4 The term “identify” is defined for purposes of this section to include both (1) the CONTRACTOR Worker’s name and (2) the last four digits of the CONTRACTOR Worker’s Social Security Number.
- 1.5 The term “PERS affiliation” is defined for purposes of this section to mean the CONTRACTOR Worker had previously worked for a governmental entity that participates or participated in CalPERS.
- 1.6 The term “PERS annuitant” is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- 1.7 Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR Worker with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.
- 1.8 Subject to any applicable limitations of law, at CONTRACTOR’s expense as described herein, CONTRACTOR agrees to indemnify, defend and hold harmless the County of Monterey from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against the County of Monterey, its employees, or its

purported agents or independent contractors as a result of any finding, order, judgment or other ruling that any of CONTRACTOR Workers is a retired annuitant or common law employee for periods during which services were performed under this Agreement.

**2. CONTRACT WORKERS ARE EMPLOYEES SOLELY OF CONTRACTOR; EMPLOYMENT RELATED CLAIMS; INDEMNIFICATION**

2.1 Nothing in this Agreement shall create an employer and employee relationship between CONTRACTOR Worker and the County. At all times, the CONTRACTOR Worker shall remain an employee of CONTRACTOR. CONTRACTOR agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. CONTRACTOR shall cover CONTRACTOR Workers assigned to the County under CONTRACTOR's own workers compensation policy throughout the term of any agreement subsequently awarded by the County pursuant to this RFP.

2.2 At CONTRACTOR'S expense as described herein, CONTRACTOR agrees to defend, indemnify, and hold harmless the County, its officers, agents, employees, members, subsidiaries, parent, affiliates, and successors in interest from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of CONTRACTOR's or the County's alleged failure to pay, when due, all such compensation, premiums, taxes and obligations and including any claim of whatever nature brought by any employee of CONTRACTOR or any applicant of CONTRACTOR for employment, arising out of the hiring, or failure to hire the employee/applicant, or arising out of any aspect of his/her employment by CONTRACTOR and the termination thereof (collectively referred to for purposes of this Section as "Employment Claim(s)"). CONTRACTOR shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by the County.

**3. TEMPORARY EMPLOYEES**

3.1 CONTRACTOR shall be responsible for tracking cumulative hours per CONTRACTOR Worker for all assignments with the County.

3.2 CONTRACTOR shall notify County when an individual CONTRACTOR Worker's hours working for the County are approaching 650 hours in a fiscal year (7/1-6/30).

- 3.3 Subject to any State of California exemptions in place to ensure adequate staffing during the COVID-19 pandemic, County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.