



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 Mary L. Adams to:

Agreement No.: A-16532

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with RTG MSP LLC, (dba RTG Medical) for staff procurement management services at Natividad for an amount not to exceed \$12,000,000 with an agreement term of August 1, 2023 through July 31, 2024.

b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than 10% (\$1,200,000) of the original cost of the agreement. c.

Approve the Natividad Medical Center's Chief Executive Officer's recommendation to accept non-standard risk provisions within the agreement.

PASSED AND ADOPTED on this 22th day of August 2023, 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 August 22, 2023.

Dated: August 24, 2023

File ID: A 23-372

Agenda Item No.: 33

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

Emmanuel H. Santos, Deputy

Agreement A-16532

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN RTG MEDICAL MSP LLC DBA RTG MEDICAL AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
STAFFING PROCUREMENT MANAGEMENT SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 1, 2023 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RTG Medical MSP LLC dba RTG Medical ("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 Agreement was executed for staff procurement management services with a term August 1, 2023 through July 31, 2024 and a total Agreement amount not to exceed \$12,000,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with revisions to the billing rates attached hereto as "Exhibit A-1 Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 1" extending the term for an additional one (1) year period (August 1, 2024 through July 31, 2025) for a revised full Agreement term of August 1, 2023 through July 31, 2025, and to increase the amount by \$1,200,000 for a revised total Agreement amount not to exceed \$13,200,000.

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 incorporated herein by this reference, except as specifically set forth below.

1. Subsection 4.1 of Section 4 titled; "TERM OF AGREEMENT" shall be amended to the following:

"The term of this Agreement is from August 1, 2023 through July 31, 2025, unless sooner terminated pursuant to the terms of the Agreement."

2. Subsection 5.1 of Section 5 titled; "COMPENSATION AND PAYMENTS" shall be amended to the following:

"It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit A-1. The total Agreement amount shall not exceed \$13,200,000."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. This Amendment No. 1 shall be effective on August 1, 2024.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
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Charles R. Harris, CEO

Date: 7/19/2024 | 3:00 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
696B21D44C4341D...
Monterey County Deputy County Counsel

Date: 7/19/2024 | 1:58 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 7/19/2024 | 2:13 PM PDT

CONTRACTOR

RTG Medical MSP, LLC
CONTRACTOR's Business Name
See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

CEO/Charlie Janssen
Name and Title

Date: 7-15-24

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

Jeremy Guenther, COO
Name and Title

Date: 7-15-24

*****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).

Exhibit A-1**Scope of Services/Payment Provisions-Rate Schedule per Amendment No. 1**

Bill rates may be amended from time to time to achieve a fair and competitive market rate.

Specialty	Inclusive Hourly Bill Rate
Nursing	
Certified Nursing Assistant	\$50.00
LPN: all specialties	\$70.00
Sterile Processing Tech	\$57.00
Surgical Technologist/OB Tech	\$80.00
CVOR Technologist	\$90.00
RN – Psychiatric	\$95.00
RN – Medical/Surgical, Acute Rehab	\$100.00
RN – Pediatrics	\$100.00
RN – ER	\$100.00
RN – ICU	\$105.00
RN – OR, PACU	\$105.00
RN – L&D	\$105.00
RN – Post Partum	\$105.00
RN – NICU	\$100.00
RN – CVOR	\$105.00
RN – Dialysis	\$100.00
RN – Interventional Radiology	\$110.00
RN – Cath Lab	\$110.00
RN – Case Management/Utilization Review	\$95.00
Charge Nurse (amount added to all-inclusive rate)	\$5.00
Supervising Nurse (amount added to all-inclusive rate)	\$10.00
Unit/Department Nurse Manager (amount added to all-inclusive rate)	\$25.00
Allied Health	
X-Ray Technologist	\$100.00
CT Technologist	\$110.00
MRI Technologist	\$110.00
Mammographer	\$100.00
Ultrasound Technologist	\$100.00
Vascular Technologist	\$100.00
Echo Technologist	\$110.00
Cath Lab Technologist	\$110.00
Special Procedures Technologist	\$110.00
Interventional Radiologic Technologist	\$110.00
Respiratory Therapist	\$90.00
EEG Technologist	\$75.00
Polysomnographer	\$70.00
Dietitian	\$80.00
Nuclear Medicine Technologist	\$105.00

Radiation Therapist	\$95.00
Physicist	\$200.00
Dosimetrist	\$125.00
Perfusionist	\$200.00
Phlebotomist	\$55.00
Medical Technologist/Clinical Laboratory Scientist	\$90.00
Medical Laboratory Technician	\$85.00
Histotechnologist	\$90.00
Cytotechnologist	\$90.00
Physical Therapist	\$90.00
Physical Therapy Assistant	\$65.00
Occupational Therapist	\$90.00
Certified Occupational Therapy Assistant	\$60.00
Speech Therapist	\$90.00
Pharmacist	\$110.00
Pharmacy Technician	\$65.00
EKG Technologist	\$60.00
Anesthesia Technician	\$60.00
Other	
Social Worker	\$90.00
Mid-Level Providers	
Midwife	\$150.00

Billing Terms

Inclusive Rate: Inclusive rates include CP hourly pay rate, cost for housing, per diem and any travel expenses.

Guarantee: 36 hours per week for twelve (12) hour shifts, or 40 hours per week for eight (8) to ten (10) hour shifts. Guaranteed hours are not applicable for the first week of the Assignment.

Orientation: Client billed for all hours during orientation, including classroom and hours worked.

Overtime Rate: Any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of ten (\$10.00) dollars per hour in addition to the standard bill rate for the CP.

Double Time Rate: Any work in excess of twelve (12) hours in one day shall be compensated at two (2) times the standard bill rate agreed upon for the CP.

On Call Rate: Client billed \$8.00 per hour when CP is placed on call. On Call must be pre-approved by the Client's department manager.

Call Back Rate: Client billed \$10.00 per hour in addition to the all-inclusive hourly rate confirmed in *Exchange* for all hours worked on Call Back. A minimum of two (2) hours will be billed each time Call Back is worked. Call Back hours shall be deducted from On Call hours and will apply towards guaranteed hours.

Holiday Rate: Client billed \$10.00 per hour in addition to the all-inclusive hourly rate confirmed in *Exchange*. Holiday rates apply from midnight to midnight on the following six (6) Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

Rebate: RTG agrees to pay Client a rebate equivalent to one percent (1.0%) of Client's spend through the MSP program. The rebate will be paid to Client on a quarterly basis and RTG will exclude any amounts that have not

been paid by Client to RTG at the time the rebate is calculated.