

Agreement A-12899

**RENEWAL AND AMENDMENT NO. 8
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 Renewal and Amendment No. 8 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 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 wish to renew and amend the Agreement 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

AGREEMENT

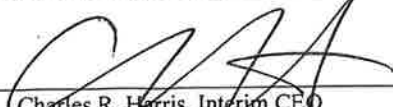
NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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, Amendment No. 6, and Amendment No. 7 incorporated herein by this reference, except as specifically set forth below.

1. Section 1.15 titled, "Term" shall be amended to the following:
"The term of this AGREEMENT is from August 1, 2015 through June 30, 2022 unless sooner terminated pursuant to the terms of this Agreement".
2. Section 1.24 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-8"
3. "Exhibit A-7 Rate Sheet" attached to the Agreement shall be replaced with the revised "Exhibit A-8 per Amendment No. 8" attached hereto this Amendment No. 8 which shall be effective beginning on January 1, 2022.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 8, the provisions of this Renewal and Amendment No. 8 shall govern.
5. This Renewal and Amendment is effective retroactively on January 1, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 8 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris, Interim CEO

Date: 2/9/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 2/8/2022

APPROVED AS TO FISCAL PROVISIONS

By: Burcu Mousa
Monterey County Deputy Auditor/Controller

Date: 02/08/2022

CONTRACTOR

MDA Holdings, Inc. dba Medical Doctor Associates

CONTRACTOR's Business Name

See instructions below

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

Karen Mote

Name and Title

Date: 1/25/2022

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

Vice President of Sales

Name and Title

Date: 1/24/2022

*****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-8 Rate Sheet as per Renewal and Amendment No. 8
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)	Night Call	Permanent Placement Fee
Anesthesiology 7a to 3p OT 3p to 7a	\$ 285.20	\$2,281.80	\$ 427.80	\$ 3,422.40	\$ 2,281.80	\$ 360.20	\$ 27,050.40
Cardiology	\$ 391.32	\$3,130.56	\$ 586.96	\$ 4,695.85	\$ 3,130.56	\$ 466.32	\$ 27,050.40
Cardiology, Interventional	\$ 526.36	\$4,210.87	\$ 789.54	\$ 6,316.31	\$ 4,210.87	\$ 601.36	\$ 33,292.80
Cardiology, Invasive	\$ 526.36	\$4,210.87	\$ 789.54	\$ 6,316.31	\$ 4,210.87	\$ 601.36	\$ 33,292.80
Critical Care Surgery (24 hr in-house hr billed from 7p to 7a)	\$ 321.90	\$2,575.20	\$ 482.85	\$ 3,862.80	\$ 3,862.80	\$ 396.90	\$ 33,292.80
Critical Care 0-9 hr day OT 6p to 8a	\$ 384.39	\$3,459.54	\$ 578.58	\$ 5,189.31	\$ 3,459.54	\$ 459.39	\$ 27,050.40
Certified Registered Nurse Anesthetist 7a to 3p	\$ 193.94	\$1,551.49	\$ 290.90	\$ 2,327.23	\$ 1,551.49	\$ 268.94	\$ 27,050.40
Dermatology	\$ 324.60	\$2,596.78	\$ 486.90	\$ 3,895.16	\$ 2,596.78	\$ 399.60	\$ 27,050.40
Emergency Medicine 8hr minimum, OT <8hrs	\$ 426.61	\$3,412.84	\$ 639.91	\$ 5,119.27	\$ 3,412.84	\$ 501.61	\$ 27,050.40
Family Practice, Ambulatory Care	\$ 180.41	\$1,443.24	\$ 270.61	\$ 2,164.86	\$ 1,443.24	\$ 255.41	\$ 27,050.40
Family Practice 0-8 hrs:OT after 5pm	\$ 180.41	\$1,443.24	\$ 270.61	\$ 2,164.86	\$ 1,443.24	\$ 255.41	\$ 27,050.40
Family Practice with OB 0-8 hrs, OT after 5pm	\$ 295.15	\$2,361.19	\$ 442.72	\$ 3,541.78	\$ 2,361.19	\$ 370.15	\$ 27,050.40
Gastroenterology	\$ 347.94	\$2,783.55	\$ 521.92	\$ 4,175.32	\$ 2,783.55	\$ 422.94	\$ 27,050.40
General Surgery 0-8 hrs:OT after 5pm	\$ 295.15	\$2,361.19	\$ 442.72	\$ 3,541.78	\$ 2,361.19	\$ 370.15	\$ 27,050.40
Hematology/Oncology	\$ 295.15	\$2,361.19	\$ 442.72	\$ 3,541.78	\$ 2,361.19	\$ 370.15	\$ 27,050.40
Hospitalist/IM/ - Primary Care: 12 hrs minimum:OT 7p to 7a	\$ 335.52	\$4,026.22	\$ 503.28	\$ 6,039.33	\$ 4,026.22	\$ 410.52	\$ 29,131.20
Internal Medicine 0-8 hrs, OT after 5pm	\$ 190.75	\$1,526.02	\$ 286.13	\$ 2,289.03	\$ 1,526.02	\$ 265.75	\$ 27,050.40
Infectious Disease	\$ 295.15	\$2,361.19	\$ 442.72	\$ 3,541.78	\$ 2,361.19	\$ 370.15	\$ 27,050.40
Neonatology (0-24 hrs-includes beeper, OT after 12 hrs)	\$ 384.33	\$4,612.01	\$ 576.50	\$ 6,918.01	\$ 4,612.01	\$ 459.33	\$ 36,414.00
Nephrology	\$ 395.96	\$3,167.71	\$ 593.94	\$ 4,751.56	\$ 3,167.71	\$ 470.96	\$ 27,050.40
Neurological Surgery	\$ 552.09	\$4,416.75	\$ 828.14	\$ 6,625.12	\$ 4,416.75	\$ 627.09	\$ 27,050.40
Neurology	\$ 295.15	\$2,361.19	\$ 442.72	\$ 3,541.78	\$ 2,361.19	\$ 370.15	\$ 27,050.40
Nurse Practitioner	\$ 135.70	\$1,085.62	\$ 203.55	\$ 1,628.42	\$ 1,085.62	\$ 210.70	\$ 20,808.00
Nurse Practitioner-Neonatal & Critical Care 0-24 hrs, OT after 12 hrs	\$ 196.77	\$2,361.19	\$ 295.15	\$ 3,541.78	\$ 2,361.19	\$ 271.77	\$ 27,050.40
Obstetrics and Gynecology 0-9 hr day:OT after 6pm	\$ 334.87	\$3,013.83	\$ 502.31	\$ 4,520.75	\$ 3,013.83	\$ 409.87	\$ 27,050.40
Occupational Medicine	\$ 183.06	\$1,464.47	\$ 274.59	\$ 2,198.70	\$ 1,464.47	\$ 258.06	\$ 27,050.40
Ophthalmology (Surgery)	\$ 295.15	\$2,361.19	\$ 442.72	\$ 3,541.78	\$ 2,361.19	\$ 370.15	\$ 27,050.40
Orthopedic Surgery	\$ 376.73	\$3,013.83	\$ 565.09	\$ 4,520.75	\$ 3,013.83	\$ 451.73	\$ 27,050.40
Otolaryngology	\$ 295.15	\$2,361.19	\$ 442.72	\$ 3,541.78	\$ 2,361.19	\$ 370.15	\$ 27,050.40
Pathology	\$ 167.41	\$1,339.24	\$ 251.11	\$ 2,008.87	\$ 1,339.24	\$ 242.41	\$ 27,050.40
Pediatrics (0-8 hrs: OT after 5pm)	\$ 190.75	\$1,526.02	\$ 286.13	\$ 2,289.03	\$ 1,526.02	\$ 265.75	\$ 27,050.40
Pediatric Hospitalist (Includes beeper, OT after 5pm)	\$ 370.10	\$2,960.77	\$ 555.14	\$ 4,441.16	\$ 2,960.77	\$ 445.10	\$ 27,050.40
Pediatric Cardiology 0-8 hrs: OT after 5pm	\$ 322.61	\$2,580.86	\$ 483.91	\$ 3,871.29	\$ 2,580.86	\$ 397.61	\$ 33,292.80
Physical Medicine and Rehabilitation	\$ 280.16	\$2,241.27	\$ 420.24	\$ 3,361.91	\$ 2,241.27	\$ 355.16	\$ 27,050.40
Physicians Assistant	\$ 135.70	\$1,085.62	\$ 203.55	\$ 1,628.42	\$ 1,085.62	\$ 210.70	\$ 20,808.00
Psychiatry-Adult, Inpt and Outpt: 0-8 hrs, OT after 5pm	\$ 238.77	\$1,910.17	\$ 358.16	\$ 2,865.26	\$ 1,910.17	\$ 313.77	\$ 27,050.40
Psychiatry-Child, Inpt and Outpt: 0-8 hrs, OT after 5pm	\$ 238.77	\$1,910.17	\$ 358.16	\$ 2,865.26	\$ 1,910.17	\$ 313.77	\$ 27,050.40
Pulmonology /Pulm. CC	\$ 494.26	\$3,954.06	\$ 741.39	\$ 5,931.09	\$ 3,954.06	\$ 569.26	\$ 27,050.40
Radiology Diagnostic	\$ 250.05	\$2,000.38	\$ 375.07	\$ 3,000.57	\$ 2,000.38	\$ 325.05	\$ 27,050.40
Radiology Interventional	\$ 250.05	\$2,000.38	\$ 375.07	\$ 3,000.57	\$ 2,000.38	\$ 325.05	\$ 27,050.40
Urology	\$ 365.32	\$2,922.57	\$ 547.98	\$ 4,383.85	\$ 2,922.57	\$ 440.32	\$ 27,050.40
Vascular Surgery	\$ 365.32	\$2,922.57	\$ 547.98	\$ 4,383.85	\$ 2,922.57	\$ 440.32	\$ 27,050.40

Rate Adjustments:

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