

**RENEWAL AND AMENDMENT NO. 9  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
FOCUS ONE SOLUTIONS, LLC  
FOR  
HEALTHCARE VENDOR MANAGEMENT SYSTEM**

This Renewal and Amendment No. 9 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 Focus One Solutions, LLC (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 Focus One Solutions, LLC entered into an Agreement for a Healthcare Vendor Management System pursuant to RFP # 9600-62 with a term of April 19, 2017 through April 18, 2018 with the option to extend for two (2) additional two (2) year periods and a total Agreement amount not to exceed \$5,000,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on April 20, 2017 via Amendment No. 1 to modify the Agreement's Exhibit A – Pricing and Payment Provisions of Professionals, to include a paragraph to acknowledge rates and requirements specially for "on-call" and "call-back" situations, with no change to the Agreement term or the total Agreement amount; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on April 18, 2018 via Amendment No. 2 to amend the Agreement's administration fee in Section 3.18 and to replace the fee in Section 18.2, and to extend the term for an additional one (2) year period through April 18, 2020, and to add an additional \$2,000,000 for a total Agreement amount not to exceed \$7,000,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on January 16, 2019 via Amendment No. 3 to add an additional \$5,000,000, for a total Agreement amount not to exceed \$12,000,000, with no change to the Agreement term; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on March 2, 2020 via Amendment No. 4 to extend the term for an additional two (2) year period to allow for services to continue, and to add an additional \$8,563,000, for a total Agreement amount not to exceed \$20,563,000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 5 to add Exhibit A-5 Temporary Rate Schedule for Clinical Professionals, for revised temporary rates for RN: Medical/Surgical and RN: ICU and ER, with no changes to the Agreement term or total Agreement amount with no change to the Agreement term or the total Agreement amount; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 6 to add an additional \$10,000,000 due to the increased need for registry staff due to COVID-19, for a total Agreement amount not to exceed \$30,563,000, with no change to the Agreement term; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 7 to add an additional \$15,000,000 due to the increased need for registry staff due to COVID-19, for a total Agreement amount not to exceed \$45,563,000, with no change to the Agreement term; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 8 to add an additional \$10,000,000 in order to cover the increased service needs associated with COVID-19, for a total Agreement amount not to exceed \$55,563,000, with no change to the Agreement term of April 19, 2017 through April 18, 2022.

**WHEREAS**, the Agreement expired on April 18, 2022; and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning April 19, 2022 and to extend the term for an additional fourteen (14) month period through June 30, 2023 for a revised full Agreement term of April 15, 2015 through June 30, 2023 to allow for services to continue and to increase the amount payable by \$14,000,000 for a total Agreement amount of \$69,563,000.

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

1. "TERM OF AGREEMENT" Section shall be amended to the following:  
*"The term of this Agreement is from April 19, 2017 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement".*
2. "PAYMENTS BY NMC" Section shall be amended to the following:  
*"COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, Exhibit A-1 and Exhibit A-5, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 9. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$69,563,000."*
3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:  
*"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:  
~~Exhibit A: Scope of Services/Payment Provisions~~  
Exhibit A-1: Revised Scope of Services/Payment provisions as per Amendment No. 1."  
Exhibit A-5: Covid 19 Temporary Rate Schedule as per Amendment No. 5."*
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 9, the provisions of this Renewal and Amendment No. 9 shall govern.
5. This Renewal and Amendment is effective retroactively on April 19, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 9 as follows:

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

By: \_\_\_\_\_  
Charles R. Harris, Interim CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: Stacy Lee Scott  
Monterey County Deputy County Counsel

Date: 3/29/2022

**APPROVED AS TO FISCAL PROVISIONS**

By: Joey Nolasco  
Monterey County Chief Deputy Auditor-Controller

Date: 4/1/22

**CONTRACTOR**

**Focus One Solutions LLC**

**CONTRACTOR's Business Name**

**\*\*Signature instructions below\*\***

By: Nhat H. Ngo  
(Signature of Chair, President, or Vice-President)

Nhat H. Ngo, Chief Commercial Officer  
Name and Title

Date: 03/15/2022

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer, or Asst. Treasurer)

Steven Pedersen, Chief Legal Officer  
Name and Title

Date: 03/15/2022

**\*\*\*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)

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 9 as follows:

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

By: \_\_\_\_\_  
Charles R. Harris, Interim CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Chief Deputy Auditor-Controller

Date: \_\_\_\_\_

**CONTRACTOR**

**Focus One Solutions LLC**  
**CONTRACTOR's Business Name**  
**\*\*Signature instructions below\*\***

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)

\_\_\_\_\_  
Nhat H. Ngo, Chief Commercial Officer  
Name and Title

Date: 03/15/2022

By: Stephen Pedersen  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer, or Asst. Treasurer)

\_\_\_\_\_  
Steven Pedersen, Chief Legal Officer  
Name and Title

Date: 03/15/2022

**\*\*\*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)