



FIRST AMENDMENT TO COUNTY OF MONTEREY AGREEMENT FOR SERVICES

This First Amendment to County of Monterey Agreement for Services (this "**Amendment**"), made as of April 30, 2023 (the "**Amendment Effective Date**"), is by and between **County of Monterey, on behalf of Natividad Medical Center ("Customer")** and **Premier Healthcare Solutions, Inc.**, a Delaware corporation ("**Premier**"). Customer and Premier shall be referred to herein sometimes individually as "**Party**" and collectively as "**Parties**".

WHEREAS, the Parties previously entered into that certain County of Monterey Agreement for Services, which was amended by Addendum No. 1 dated as of May 15, 2018 (the "**Agreement**");

WHEREAS, the Parties now mutually desire to amend the Agreement as set forth herein;

NOW THEREFORE, for good and valuable consideration by both Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meanings assigned thereto in the Agreement.
2. Modifications to the Agreement.
 - (a) Modification of Term. As of Amendment Effective Date, the Parties agree to extend the Term of the Agreement for an additional five years, through and including April 30, 2028.
 - (b) Modification to Exhibit A. As of Amendment Effective Date, the Parties agree that Exhibit A attached to the Agreement as a "Solution Exhibit" shall be deleted in its entirety and replaced with Exhibit A attached hereto as Schedule 1.
3. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed to be an original instrument, and all such counterparts together constitute the same document.



INTENDING TO BE LEGALLY BOUND, the Parties have caused this Amendment to be executed as of the Amendment Effective Date.

**Natividad Medical Center
Salinas, California**

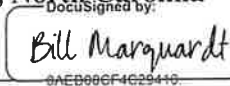
By: _____

Name: _____

Title: _____

Date: _____

**Premier Healthcare Solutions, Inc.
Charlotte, North Carolina**

By: 

Name: Bill Marquardt


Title: VP, Premier

Date: 3/3/2023

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Schedule 1
Exhibit A

This Solution Exhibit (the "Solution Exhibit"), effective as of May 1, 2023, is being entered into by and between Premier Healthcare Solutions, Inc. ("Premier"), and County of Monterey, on behalf of Natividad Medical Center ("Customer") pursuant and subject to the County of Monterey Agreement for Services (as amended, the "Agreement"). Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE SOLUTIONS

This Solution Exhibit, together with any Solution Specific Terms attached hereto and made a part hereof, contains the terms and conditions applicable to the Solution(s) identified in the chart below, and each shall be considered a "Solution" as defined in the Agreement.

SOLUTION(S)	SOLUTION SPECIFIC TERMS
- Budgeting and Financial Reporting	Schedule 1

II. TERM

The applicable term for the Solution(s) shall commence as of the Start Date, identified below, and shall continue until the End Date, identified below (the "Term").

SOLUTION(S)	START DATE	END DATE	TERM
Budgeting and Financial Reporting	5/1/2023	4/30/2028	5 Years

III. FEES

A. Solution Fees. The fees applicable to the Solution(s) during the Term are identified in Table 1 below.

B. Expenses. Customer shall reimburse Premier for out-of-pocket and travel expenses incurred in connection with the Solutions (the "Premier Expenses"). The Premier Expenses shall be in accordance with the County of Monterey Travel Policy. Expenses will be invoiced monthly as incurred.

Table 1 Solution(s)	Y1 5/1/2023 – 4/30/2024	Y2 5/1/2024 – 4/30/2025	Y3 5/1/2025 – 4/30/2026	Y4 5/1/2026 – 4/30/2027	Y5 5/1/2027 – 4/30/2028
Budgeting and Financial Reporting	\$66,559	\$68,223	\$69,929	\$71,677	\$73,469
YEARLY TOTALS	\$66,559	\$68,223	\$69,929	\$71,677	\$73,469

IV. BILLING INFORMATION

Billing Contact Name:	Natividad Medical Center	PO Required:	
Billing Email Address:	AccountsPayableEmail@natividad.com	PO Number*:	
Billing Address:	Accounts Payable PO Box 81611, Salinas CA 93912-1611	Contact Information for PO:	
Billing Frequency:	Monthly	Travel Receipts Required:	
Payment Terms:	Net 30 days from receipt of a certified Invoice by the County of Monterey Auditor-Controller		



* Purchase Order (PO) to be emailed to invoiceinquiries@Premiennnc.com within 30 days of contract execution. If PO is not provided, invoicing will commence without the PO.

V. AUTHORIZED USERS

Only Authorized Users are permitted to access and use the Solution(s). The term "Authorized Users" means the employees of the following Customer facilities:

Entity Code	Customer Facilities	City, State	CCN
805330	Natividad Medical Center	Salinas, CA	050248



Schedule 1

1. Budgeting and Financial Reporting

- a. **Description of Solution.** Budgeting and Financial Reporting is a financial performance improvement solution that offers flexible budgeting, capital budgeting, long range financial planning, labor management, productivity monitoring, alert-based monitoring along with scorecard and dashboard capabilities. Budgeting and Financial Reporting provides Customer with the ability to build multiple organizational reporting structures, departmental financial reporting vs. fixed and flex budgets, alert driven variance reporting, financial statement drill-down to source detail, labor management/productivity with drill-down to source detail, standard report library (consisting of approximately one-hundred reports), "what-if" modeling, operating budget, capital budget, long term financial planning, dashboards and scorecards
- b. **Additional Implementation Related Fees:**
 - If Customer requests additional historical or future data be loaded from a different interface from a separate legacy system, an addition fee will be charged.
 - If Customer requests additional entities that need to be interfaced from a different legacy system, have a different chart of accounts or have a different fiscal year, an additional fee will be charged.
- c. **Ad Hoc Reporting Fee.** If Customer requests Ad Hoc reports to be run by Premier then a fee of \$150 per hour will be charged. The hours charged are defined as the labor hours required to write the queries, audit the data, and complete the requested analysis.
- d. **Statement of Work.** If Customer requests additional assistance pertaining to this Solution Exhibit which is outside the scope of this Solution Exhibit, Premier will review with the Customer the scope of work, identifying the specific requests and requirements and create a "Statement of Work" outlining the scope discussed with the proposed fees.