

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN FOCUS ONE SOLUTIONS, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
HEALTHCARE VENDOR MANAGEMENT SYSTEM**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on April 19, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Focus One Solutions, LLC (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Focus One Solutions, LLC entered into Agreement for a Healthcare Vendor Management System pursuant to RFP # 9600-62 with a term 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, NMC 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 acknowledging rates and requirements specifically for "on-call" and "call-back" situations, with no change to the Agreement term or total Agreement amount.

WHEREAS, NMC 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 extend the term for an additional two (2) year period through April 18, 2020 with the option to extend for two (2) additional years, and to add an additional \$2,000,000 for a total Agreement amount not to exceed \$7,000,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add an additional \$5,000,000 thereby increasing the total Agreement amount to \$12,000,000 with no change to the Agreement term.

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 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 5.1 second sentence shall be amended to the following:
"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed \$12,000,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.
3. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
4. This Amendment No. 3 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: 10-0-18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 10/8/18

CONTRACTOR

Focus One Solutions, LLC

CONTRACTOR's Business Name
See instructions below

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

Craig Wolf, President
Name and Title

Date: 9/14/2018

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

Jessica Dennis, CFO
Name and Title

Date: 9/14/18

*****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).