

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN FOCUSONE SOLUTIONS, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
HEALTHCARE VENDOR MANAGEMENT SYSTEM**

This Amendment No. 2 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 FocusOne 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 FocusOne Solutions, LLC entered into an 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, the Parties amended the Agreement 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 currently wish to amend the Agreement’s administration fee in section 3.18 and placement fee in section 18.2 and extend the term for a 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.

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 Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 3.18 shall be amended to the following:
“CONTRACTOR shall collect from AP(s) no more than five (5) percent of the total cost of services billed to NMC.
2. Section 4.1 shall be amended to the following:
“The term of this Agreement is from April 19, 2017 through April 18, 2020, with the option to extend the Agreement for two (2) additional years unless sooner terminated pursuant to the terms of this Agreement.” NMC is not required to state a reason if it elects not to renew this Agreement.
3. 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 \$7,000,000.”

4. Section 18.2, second sentence shall be amended to the following:
“If such professional has not completed such minimum required assignment with NMC, during the term hereof, and for one (1) year thereafter and NMC elects to hire such Professional; NMC agrees to pay CONTRACTOR a “Permanent Placement Fee” as follows: Professional's expected salary under \$125,000 per year: Permanent Placement Fee of 15% of first year salary; capped at \$15,000. Professional's expected salary of \$125,001 - \$200,000 per year: Permanent Placement Fee of 20% of first year salary; capped at \$20,000. Professional's expected salary over \$200,000 per year: Permanent Placement Fee capped at \$25,000.
5. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
7. This Amendment No.2 shall be effective April 18, 2018.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 2/12/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 2-13-18

CONTRACTOR

FocusOne, LLC

CONTRACTOR's Business Name

See instructions below

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

Craig Holt
Name and Title

Date: 11/30/2018

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

Jessica Dennis, CFO
Name and Title

Date: February 1, 2018

*****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).