



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-13506

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an Agreement with FocusOne Solutions, LLC. pursuant to the Request for Proposal (RFP) #9600-62 for a Healthcare Vendor Management System to include a managed service provider, replacing current nurse and ancillary registries, with an initial Agreement term of April 19, 2017 through April 18, 2018 with the option to extend for two (2) additional two (2) year periods, and for an original contract amount not to exceed \$5,000,000; and
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) amendments, in which the total does not exceed 1% (\$50,000) of the original contract amount across all amendments.

PASSED AND ADOPTED on this 18th day of April 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting April 18, 2017.

Dated: April 25, 2017

File ID: A 17-105

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Denise Hancock*  
Deputy

## AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND FOCUS ONE SOLUTIONS, LLC.

This AGREEMENT is made and entered into by the County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as "NMC", a political subdivision of the State of California, and FocusOne Solutions, LLC, hereinafter referred to as "CONTRACTOR."

### 1.0 RECITALS

WHEREAS, NMC has invited proposals through the Request for Proposals (RFP #9600-62) for a Healthcare Vendor Management System, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### 2.0 PERFORMANCE OF THE AGREEMENT

- 2.1 After consideration and evaluation of the CONTRACTOR'S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP #9600-62 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-62. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

AGREEMENT,  
RFP #9600-62 dated August 22, 2016, including all attachments and exhibits  
Addendum (or Addenda) #1 & #2  
CONTRACTOR'S Proposal dated September 1, 2016,  
Certificate of Insurance  
Additional Insured Endorsements

- 2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #9600-62 including all attachments and exhibits, Addendum/Addenda issued, CONTRACTOR'S Proposal, Certificate of Insurance, and Additional Insured Endorsements.

- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. CONTRACTOR guarantees that all work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. CONTRACTOR will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.
- 2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use NMC's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.
- 2.7 CONTRACTOR may perform any of its obligations under this Agreement by engaging the services of one or more entities involved in the business of nurse and ancillary provider staffing and recruiting (hereafter referred to as "AP(s)"). If CONTRACTOR carries out any of its duties under this Agreement through the use of AP(s), the agreement between CONTRACTOR and the AP(s) shall contain clauses placing duties on the AP(s) to follow the provisions of this AGREEMENT which relate to AP(s), and CONTRACTOR shall ensure that all qualification requirements outlined for the staffing professionals (herein called "Professionals") are met. Payment of the Professionals will be the responsibility of the AP(s).
- 2.8 Professionals may be scheduled for either long term assignments, short term assignments or per diem assignment. As used herein, long term assignments will be any job assignment which is four weeks or greater in length; short term assignments will be any job assignment which is less than four weeks in length; and per diem assignments will be any job assignment with no regularly scheduled hours or guaranteed hours, but would be provided on an as-needed basis.
- 2.9 For long term assignments, NMC agrees to the minimum hour guarantee of 36 hours per week for twelve hours shifts, or 40 hours per week for 8 hours shifts respectively. Should Professional be called off, the Professional can be rescheduled for another shift within the same workweek to meet the 36 or 40 hour minimum. The additional shift can be in any unit where the Professional is competent to work. For purposes of this Agreement, the workweek shall be defined as Saturday through Friday.

- 2.10 For all long term assignments for which either written or verbal acceptance of Professional has been given by NMC, NMC agrees to assign and utilize the Professional for the full length of the assignment initially agreed upon, and to pay for services rendered for that term, unless NMC provides CONTRACTOR with written and verbal notice of cancellation of an Assignment at least ten (10) days in advance. Upon receipt of such notification, CONTRACTOR shall either agree to any proposed reduction in service, or shall elect to terminate the service at the end of the ten (10) day notice period. In the event that NMC provides less than ten (10) days' notice of cancellation, NMC shall be responsible for payment of the total Fee during for the period covered by the assignment up to a maximum of 10 (ten) calendar days ("Penalty"). In the event that a long term assignment is scheduled less than ten (10) days in advance and NMC cancels, NMC shall be responsible for payment of the total Fee due for the period covered by the assignment up to a maximum of ten (10) calendar days ("Penalty").
- 2.11 For short term assignments, if Professional is called off by NMC after reporting to work, NMC will be invoiced for the greater of actual hours worked by the Professional or two (2) hours. This applies only to such Professionals who have not worked hours that equate to 36 or greater hours per week for a period of four weeks or greater. For short term assignments, NMC agrees to provide a minimum of ninety (90) minutes notice to CONTRACTOR for those Professionals whose shift has been cancelled or called off, and when such notice is provided no payment will be due for that shift. Notice to cancel/call off Professional under the ninety (90) minute minimum will result in billing of the minimum amount of two (2) hours.
- 2.12 Notwithstanding the foregoing, NMC may require that CONTRACTOR or its AP(s) remove a specific Professional for "cause" which will be documented in a written notice provided to CONTRACTOR within three (3) business days after removal. "Cause" will be defined as any material violation of NMC's policies, insubordination, unsatisfactory attendance or performance, misconduct, or violation of drug abuse policies. NMC shall provide Professional with NMC policies during orientation. In the event of a removal of a Professional for "cause", NMC shall not be liable for any Penalty or costs associated with cancellation and NMC shall only be obligated to pay for amounts accruing prior to the termination of the assignment.
- 2.13 NMC shall reimburse CONTRACTOR and/or the various AP(s) for overtime CONTRACTOR and/or such AP(s) are required to pay their respective Professionals in compliance with California Labor Code Section 510. Specifically, under California Labor Code Section 510, any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek, and the first eight (8) hours worked on the seventh (7<sup>th</sup>) day of work in any one workweek, shall be compensated at the rate of no less than one and one-half times the regular rate of pay for the Professional. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for the Professional. In addition, any work in excess of eight (8) hours on any seventh (7<sup>th</sup>) day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of the Professional. Further, pursuant to California Labor Code Section 512, NMC shall not allow any Professional to work for a period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes, except when a work period of not more than six (6) hours will complete the days work, and the meal period is waived by mutual consent. NMC shall not allow any Professional to work for a period of more than ten (10) hours per day without providing the Professional with a second meal period of not less than thirty (30) minutes, except that of the total hours worked by such Professional is no more than twelve (12) hours, then the second meal period may be waived by mutual consent (but

only if the first meal period was not waived). In the event a Professional is not provided such meal periods in compliance with California Labor Code Section 512, then NMC shall reimburse CONTRACTOR or the applicable AP with one (1) hour of pay at such Professional's regular rate of compensation for each workday that a meal period is not provided.

NMC shall require that all staff assigned to NMC will sign a waiver of second shift meal prior to placement at NMC.

- 2.14 To enable NMC to receive the services described in this AGREEMENT, CONTRACTOR grants NMC a non-exclusive, non-transferable (except as expressly permitted herein) license to use and operate the System (as defined below) for its business purposes. The System is a web-based system that may be accessed by authorized employees of NMC, and may be operated only as provided in this AGREEMENT or other applicable statement of work. NMC shall not challenge the validity of, or attempt to create any derivative works from any service. NMC's authorized contractors, agents, and affiliates shall have access to the System.

### 3.0 SCOPE OF SERVICES

- 3.1 The vendor management system ("System") shall provide functionality to NMC with respect to NMC's nurse registry and ancillary registry requests by allowing NMC and its affiliates to fill its vacancy requests promptly with qualified and credentialed candidates.
- 3.1.1 Through the System, NMC shall be able to see licenses, certifications, competencies, references and/or past performance evaluations on all Professionals before selecting a particular Professional.
- 3.1.2 The System shall contain an interview scheduling module whereby NMC may input its availability to perform interviews and a Professional accepts one of the proposed interview times offered, all directly within the System without the need of additional emails or phone calls initiated by NMC.
- 3.1.3 When more than one Professional is available to meet a NMC request, the System shall provide NMC with the bill rates so that NMC has the option to select based on the lowest rate if applicable.
- 3.2 All Professionals shall be oriented by CONTRACTOR to the individual unit/department in accordance with the standard of The Joint Commission (TJC) or other accreditation agencies, OSHA, CDC, federal/state regulatory agencies and state board of Nurse Practice Act prior to assuming patient care duties. Any applicable onsite orientation that is required shall be conducted by NMC. Any applicable onsite orientation that is required shall be conducted by NMC.
- 3.3 CONTRACTOR shall provide NMC with detailed reporting of all NMC staffing utilization that it may request at no additional cost to NMC for such reports.
- 3.4 CONTRACTOR shall adhere to the following reporting requirements for all Professionals assigned to NMC:
- 3.4.1 Upon assigning a Professional to provide services at NMC, the CONTRACTOR shall provide NMC Human Resources with a minimum of one (1) electronic copy of a report. The report shall be in Excel spreadsheet format and shall include the following:
- 3.4.1.1 Name of each assigned Professional
- 3.4.1.2 Last four digits of the Professional's Social Security Number

- 3.4.1.3 Current Job Classification
- 3.4.1.4 Department Unit of the current assignment
- 3.4.1.5 Start date of the current assignment
- 3.4.1.6 Actual base rate pay to assigned staff

3.5 CONTRACTOR shall track cumulative hours per Professional as follows:

3.5.1 CONTRACTOR shall be responsible for tracking cumulative hours per Professional for all assignments at NMC. CONTRACTOR shall notify NMC when an individual Professional's hours working at NMC are approaching 820 hours in a fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>).

3.5.1.1 CONTRACTOR shall notify the following:  
 Natividad Medical Center Human Resources  
 1441 Constitution Boulevard  
 Salinas, CA 93906

3.5.2 Professionals provided by CONTRACTOR shall not be assigned to work at NMC beyond 960 hours in a fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) without the prior approval of NMC's Human Resources Administrator and NMC CEO in writing and only when deemed necessary to preserve patient care levels.

3.5.3 Without the prior written approval of NMC's Human Resources Administrator and NMC CEO, NMC shall not pay CONTRACTOR for services rendered beyond 960 hours per fiscal year. Any hours worked greater than 960 will not be paid unless prior written approval is documented.

3.5.4 NMC shall enroll any Professional of the CONTRACTOR into CalPERS who has exceeded the 960 hour maximum for a fiscal year. Upon request from NMC, CONTRACTOR shall provide pertinent Professional information in order to fulfill this requirement.

3.6 In no event shall CONTRACTOR allow any Professional to receive more than two contracts exceeding a total of twenty (20) weeks in a fiscal year, or any equivalent that would cause a Professional to work past 960 hours per Section 3.5.2 above except in such instances where NMC HR Administrator and CEO have provided written approval.

3.7 The System shall include a compliance management module to ensure TJC compliance.

3.8 NMC understands and agrees that the System is a web-based system that is used by all of CONTRACTOR's clients, and will not be specifically designed to be solely compatible with NMC's software systems. The System shall offer NMC the ability for an electronic approval of all timecards by NMC staff. At a future date, should NMC choose to have CONTRACTOR's system integrate with NMC's Kronos system, the additional services will be added via an Amendment signed by both parties.

3.9 CONTRACTOR shall provide NMC with no more than one single consolidated invoice per month.

3.10 CONTRACTOR shall make available to NMC a single designated point of contact that is available to NMC during normal business hours seven days per week including all holidays at no additional

charge to NMC. This point of contact will be available to assist NMC with facilitating its staffing needs and answering questions.

- 3.11 The System shall have different user permissions and NMC shall be given administrative privileges to setup different NMC users with varying roles and permissions.
- 3.12 All historic credentialing and license documents on Professionals shall remain available and accessible in the System for a period of no less than seven (7) years in the event of State and TJC audits.
- 3.13 CONTRACTOR shall conduct annual market analysis to ensure that hourly pay rates for the Professionals it provides to NMC through the System fall within industry standards. Should the analysis show a need to revise hourly pay rates to ensure NMC can obtain necessary staffing, CONTRACTOR shall discuss the changes with NMC Human Resources Administrator prior to implementation of new pay rates. Rate increases will require prior approval of the Monterey County Board of Supervisors.
- 3.14 Upon termination of this AGREEMENT, CONTRACTOR shall return to NMC all Data related to the services provided under this AGREEMENT in an XML format or SQL database format at no additional cost, except for data that must remain in the System pursuant to Section 3.12. NMC shall have access to the Data, to include licensure and credential data, remaining in the System for seven (7) years. NMC Data means all data, content, material, Confidential Information and other information provided by NMC to CONTRACTOR or otherwise transmitted to CONTRACTOR for use in connection with the System.
- 3.15 CONTRACTOR shall validate all Professional licenses and certifications are valid and remain so throughout the Professional's assignment at NMC. CONTRACTOR shall track upcoming expirations and communicate with the Professional to obtain current licenses and certifications as necessary. CONTRACTOR shall not assign a Professional to NMC without verifying the Professional's licenses and certifications.
- 3.16 SHIFT CANCELATION OR CALL OFF:  
NMC shall provide a minimum of ninety (90) minutes notice to CONTRACTOR for those Professionals whose shift has been cancelled or called off. Notice to cancel/call off Professional under the ninety (90) minute minimum will result in billing of half the scheduled shift.
- 3.17 SYSTEM SUPPORT:
- 3.17.1 CONTRACTOR shall: (i) promptly correct any failure of the System to perform in accordance with the requirements of this Agreement, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the System so that it operates properly and in accordance with the requirements of this Agreement; (ii) provide telephone support to NMC and its users relating to use and operation of the System and error resolution twenty-four (24) hours a day, seven (7) days a week; and (iii) provide NMC with all new versions, releases, updates, enhancements of the System at no additional charge.
- 3.17.2. CONTRACTOR will make the System available continuously, as measured over the

course of any calendar month period, an average of 99.5% of the time, excluding unavailability as a result of causes described under Exceptions, below (the "Availability Percentage"). "Available" shall mean that the System shall be fully available for access and use by NMC and its users in accordance with the terms of this Agreement. In the event the System is not available at least 99.5% for (a) three (3) months consecutively or (b) any three (3) months during a consecutive six (6) month period, then, in addition to all other remedies available to NMC, NMC shall be entitled to terminate this Agreement upon written notice to CONTRACTOR with no further liability, expense or obligation to CONTRACTOR, and receive a pro-rated portion of any pre-paid fees related to the System, if any. For purposes of calculating the Availability Percentage, the following are "Exceptions" to the service level requirement, and the System shall not be considered Un-Available, even if not actually accessible to an individual user, if any such inaccessibility is due to: (i) NMC's acts or omissions, or NMC's failure to provide any necessary programming on its end to fully integrate NMC's systems with the System; (ii) any internet issues experienced outside of CONTRACTOR'S ISP; (iii) NMC's failure to meet minimum hardware and/or software requirements defined as any personal computer capable of running a PDF viewer and Internet Explorer 7 and above, or Chrome 10 and above, or Firefox 5 and above, or Safari 5 and above; (iv) NMC's hardware, software, or other equipment; (v) any hardware, software, service, or other equipment used by an individual user to access the System; or (vi) regularly scheduled maintenance during the hours of 11:00 p.m. and 4:00 a.m.PST time.

- 3.18 CONTRACTOR shall collect from AP(s) no more than three (3) percent of the total cost of services billed to NMC.
- 3.19 CONTRACTOR represents and warrants that it, the APs, and any Professionals are not on the OIG Exclusion List or Cumulative Sanction Report. CONTRACTOR shall notify NMC immediately if it, any AP, or any Professional's ability to provide services hereunder paid for in any manner with federal funds is restricted, suspended or revoked.
- 3.20 It is not the intent of either party to this AGREEMENT that any remuneration, benefit or privilege provided for under this AGREEMENT shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this AGREEMENT. Any payments specified in this AGREEMENT are consistent with what the parties reasonably believe to be the fair market value for the services provided.

#### **4.0 TERM OF AGREEMENT**

- 4.1 The initial term shall commence on April 19, 2017 through and including April 18, 2018, with the option to extend the AGREEMENT for two (2) additional two (2) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.

- 4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause, in the event CONTRACTOR fails to cure a breach of this Agreement after receipt of fifteen (15) days' notice to cure from NMC.

## 5.0 COMPENSATION AND PAYMENTS

- 5.1 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. The initial total agreement amount shall not exceed \$5,000,000.
- 5.2 CONTRACTOR shall invoice NMC only for the cost of the services provided by Professionals assigned to NMC. There is no cost for use of the System or the Operation Consultant provided by CONTRACTOR.
- 5.3 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.5 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.6 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 5.7 Tax:
- 5.7.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes, excluding taxes based on CONTRACTOR's income, personnel or similar taxes not directly based on NMC's use of the CONTRACTOR's services.
- 5.7.2 NMC is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. NMC is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center  
Accounts Payable Department  
P.O. Box 81611

- 6.2 CONTRACTOR shall reference "RFP #9600-62" on all invoices submitted to NMC. CONTRACTOR shall submit such invoices once per month. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

## 7.0 STANDARD INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. In all cases in which the County of Monterey seeks indemnification and/or defense hereunder, County of Monterey shall provide CONTRACTOR prompt written notice of such claim, reasonable cooperation and assistance to CONTRACTOR in connection with such claim, and full control and authority to investigate, defend and settle such claim; provided, that settlements shall require prior approval by County of Monterey.
- 7.2 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all third party claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting from the infringement, misappropriation or other violation of intellectual property rights. If the services become or are likely to become the subject of an infringement claim indemnified under this Section 7, then, in addition to defending the claim and paying any damages and attorneys' fees as required above, CONTRACTOR shall, at its option and in its sole discretion, either (a) immediately replace or modify the services, without loss of material functionality or performance, to make them non-infringing or (b) immediately procure for County of Monterey the right to continue using the services pursuant to this Agreement.

Any costs associated with implementing either of the above alternatives will be borne by CONTRACTOR. If CONTRACTOR fails to provide one of the foregoing remedies within forty-five (45) days of notice of the claim, then County of Monterey may terminate this Agreement and CONTRACTOR shall refund to County of Monterey the prorated portion of all pre-paid fees.

## 8.0 INSURANCE REQUIREMENTS

### 8.1 Evidence of Coverage:

- 8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.
- 8.1.2 This verification of coverage shall be sent to the NMC's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by NMC. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 8.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Purchasing Officer.

### 8.2 Insurance Coverage Requirements:

- 8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

### 8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company reasonably acceptable to NMC and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- 8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

## 10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC, except that CONTRACTOR may contract with various AP(s) to provide such services as set forth in Section 2.7 of this AGREEMENT.
- 10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the NMC requirements stated herein this Agreement including insurance and indemnification sections. CONTRACTOR shall be and remain responsible to NMC for (a) the performance of all services, including services performed or provided by CONTRACTOR's subcontractors, and (b) the acts and omissions of CONTRACTOR's subcontractors in connection with the performance or provision of any of the services.

## 11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance, and shall comply with, with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the performance of the services or those engaged to perform services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the services.
- 12.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the performance of the services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## 13.0 RECORDS AND CONFIDENTIALITY

- 13.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other Confidential Information received from the NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. "Confidential Information" shall include non-public information or materials relating to NMC's business, business plans, intellectual property, marketing programs and efforts, financial information and other confidential information and trade secrets, as well as the NMC Data. Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by the receiving party hereto without reference to Confidential Information of the disclosing party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the receiving party upon receiving such subpoena or order shall (i) promptly inform the disclosing party in writing and provide a copy thereof, (ii) cooperate with the disclosing party in limiting disclosure of the

disclosing party's Confidential Information, and (iii) shall only disclose that Confidential Information necessary to comply with such subpoena or order. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any Confidential Information gained by CONTRACTOR in the performance of this AGREEMENT without NMC's prior written consent, except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT by authorized employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as CONTRACTOR's obligations hereunder. CONTRACTOR agrees to use at least the same care and precaution in protecting such Confidential Information as the CONTRACTOR uses to protect its own Confidential Information and trade secrets, and in no event less than reasonable care.

- 13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC or destroy, at NMC's option, any NMC Confidential Information, including NMC records, which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.
- 13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 13.5 Medicare Access. If and to the extent required by the rules of the Medicare program, the language of Section 1861(v)(1)(I) of the Social Security Act is deemed incorporated herein by reference.

## **14.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE**

- 14.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit NMC to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").
- 14.2 CONTRACTOR will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all NMC Data that (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant NMC Data, and the nature and scope of the services to be provided, (b) are in accordance with NMC's reasonable security requirements, (c) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations, and (d) provide reasonably appropriate administrative,

technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of NMC Data. Without limiting the generality of the foregoing, CONTRACTOR will take all reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek, without authorization, to modify or access CONTRACTOR systems or the information found therein without the consent of NMC. CONTRACTOR will periodically test its systems for potential areas where security could be breached. CONTRACTOR will report to NMC immediately any breaches of security or unauthorized access to CONTRACTOR systems that CONTRACTOR detects or becomes aware of. CONTRACTOR will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to NMC a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting NMC Data. The requirements of this Section shall apply regardless of whether CONTRACTOR hosts the NMC Data itself or through a third party hosting or cloud services provider. CONTRACTOR shall create daily backup copies of all NMC Data, if any, in its possession and other work related to the services.

## 15.0 FORCE MAJEURE

- 15.1 Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party’s reasonable control (a “**Force Majeure Event**”), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, breakdown of machinery that is not owned or managed by the hosted data center or CONTRACTOR or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.
- 15.2 If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

## 16.0 TRAVEL REIMBURSEMENT

- 16.1 Travel Reimbursement is not allowed for this AGREEMENT.

## 17.0 KEY DESIGNATED CONTACTS

- 17.1 Emergencies: CONTRACTOR acknowledges that NMC plans for the continuity of hospital operations during an emergency, especially sustained incidents, and that collaboration with CONTRACTOR is necessary to maintain continuity of operations. Accordingly, CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency:

Name: Mandy Hileman

Title: Director of Operations

Phone: Office: (800) 856-6574 Ext. 2148 / Mobile: (402) 850-7453

*(must list a personal cell phone or other number whereby successful contact is ensured)*

During an emergency, contractor shall use its best efforts to provide NMC with all available supplies, materials, equipment and/or services on a priority basis. The Parties agree that time is of the essence. The delivery of CONTRACTOR's supplies, materials, equipment and/or services will be mutually agreed upon by NMC and CONTRACTOR at the time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

- 17.2 Non emergencies: CONTRACTOR shall designate the following individual as NMC's key point of contact throughout the term of the Agreement. This individual shall be available to assist NMC between the hours of 8:00 AM and 5:00 PM (PST), seven days per week, 365 days per year (this includes holidays):

Name: Amelia Ells

Title: Operations Consultant

Phone: (800) 856-6574 Ext. 2299

Email: AElls@focusonesolutions.com

## 18.0 HIRING

- 18.1 Hiring Health Care Providers (Professionals): NMC may hire one of CONTRACTOR's Subcontractor's Professionals for a permanent position upon completion of a Professional assignment at no cost to the NMC. NMC may hire a Subcontractor's per diem Professional with no contingency fee upon completion of 320 hours within one year, if less than 320 hours have been worked by Subcontractor's per diem Professional there will be a contingency fee equal to \$5,000.
- 18.2 NMC may hire one of CONTRACTOR's or AP's Professionals under a long term assignment for a permanent position upon completion of a Professional's assignment at no cost to NMC, provided such Professional has completed at least a minimum thirteen (13) week assignment, averaging at least thirty (30) hours per week, with NMC. 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 than NMC agrees to pay CONTRACTOR a "Permanent Placement Fee" equal to 25% of such Professional's projected first year total compensation. Such percentage will be reduced by 1% for each 30 hour week worked by such Professional pursuant to this Agreement.

- 18.3 NMC may hire any Professional on a short term assignment or per diem Professional of CONTRACTOR or its AP(s) with no contingency fee upon completion of 320 hours within one year. If less than 320 hours have been worked by such Professional on a short term assignment or a per diem Professional within one year, NMC will pay CONTRACTOR a contingency fee equal to \$5,000 for such Professional.
- 18.4 During the six month period following either the presentation of Professional to NMC or the completion of Professional's assignment at NMC's facility, whichever is later, NMC agrees not to obtain such Professional's services through any non-employee direct or indirect contractor or subcontractor relationship, other than through CONTRACTOR or its AP(s). The term of this Section shall also apply to any hires/retentions made by NMC's parent, subsidiaries or affiliates, and shall include those made with the assistance of another recruiting or staffing agency.

## **19.0 GUARANTEE OF MALWARE-FREE GOODS**

- 19.1 All software provided by CONTRACTOR to NMC shall be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

## **20.0 INTELLECTUAL PROPERTY RIGHTS**

- 20.1 All NMC Data provided by NMC belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of NMC. Use or distribution of NMC Data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from NMC.
- 20.2 For NMC Data hosted or stored on equipment not owned by NMC, CONTRACTOR shall furnish all NMC Data to NMC upon request by NMC at any time during the term of this AGREEMENT and up to three (3) years after the term has expired, in a useable format as specified by NMC and at no additional cost to NMC.
- 20.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including,

without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

## 21.0 NOTICES

- 21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:  
Natividad Medical Center  
Attn: CONTRACTS DIVISION  
1441 Constitution Blvd  
Salinas, CA 93906  
FAX No.: (831) 757-2592  
Tel. No.: (831) 755-4111

TO CONTRACTOR:  
FocusOne Solutions, LLC  
Attn:  
13609 California Street, Suite 420  
Omaha, NE 68154  
FAX No.:  
Tel. No.:  
Email:

## 22.0 LEGAL DISPUTES

- 22.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 22.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 22.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 22.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## 23.0 MISCELLANEOUS

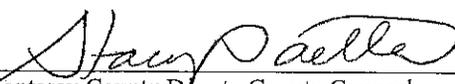
- 23.1 Representations and Warranties. CONTRACTOR represents and warrants: (i) it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein; (ii) its performance of this Agreement does not and will not violate or conflict with any agreement to which CONTRACTOR is a party; (iii) its performance under this Agreement and the System shall at all times comply with all federal, state and local laws and regulations; (iv) there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement; (v) during the Term of this Agreement the System shall materially conform to the requirements of this Agreement, the applicable specifications, and, to the extent not inconsistent therewith, CONTRACTOR's documentation; and (vi) CONTRACTOR shall use commercially reasonable measures including anti-virus and anti-malware software, to continually scan the System provided hereunder for viruses, spyware, and other similar harmful and destructive code.
- 23.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.
- 23.4 Entire Agreement. This AGREEMENT, which includes all exhibits, schedules, addenda and attachments, contains all of the covenants and agreements between the Parties with respect to the System and any other matter hereunder, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties with respect to the subject matter hereof. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise not contained in this AGREEMENT, and no changes or modifications to this Agreement, shall be effective unless it is in writing and signed by both parties. No shrink-wrap, click-wrap, click-through, click-accept, online terms or website terms shall modify any of the terms and conditions of this AGREEMENT.
- 23.5 Severability/Waiver. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this AGREEMENT shall remain in full force and effect. The waiver or failure of either Party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any further right or remedy hereunder.
- 23.6 Survival. Any provision of this AGREEMENT that contemplates performance or observance subsequent to termination or expiration of this AGREEMENT will survive termination or expiration of this AGREEMENT and continue in full force and effect.
- 23.7 Counterparts. This AGREEMENT may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties.

**NATIVIDAD MEDICAL CENTER**

By:   
Gary R. Gray, D.O., CEO

Date: 4/12/17

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 4/3/17

**APPROVED AS TO FISCAL PROVISIONS**

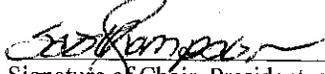
By:   
Monterey County Deputy Auditor/Controller

Date: 4/4/17

**CONTRACTOR**

**FocusOne Solutions, LLC**

Contractor's Business Name\*\*\* (see instructions)

  
Signature of Chair, President, or Vice-President

SCOTT THOMPSON  
Name and Title PRESIDENT/CEO - C-FA INDUSTRIES, INC.  
ULTIMATE PARENT CORPORATION

Date: 3/30/17

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

FRED J. FROEHLICH  
Name and Title

Date: 3/30/17

**\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

**EXHIBIT A:  
PRICING AND PAYMENT PROVISIONS**

Position	Inclusive* Hospital Hourly Bill Rate
<b>NURSING BILL RATES</b>	
<i>* Inclusive rates include hourly employee bill rate, cost for housing, per diem, and any travel expenses</i>	
Certified Nursing Assistant	\$54.00
Patient Sitter	\$54.00
LPN: Includes all specialties	\$57.00
Sterile Processing Tech	\$57.00
OR/Surgical Tech	\$58.00
CVOR Tech	\$64.50
RN Non-Specialty: Medical Surgical	\$79.50
RN Specialty I: ER, PACU, NICU, ICU, CCU, Behavioral/Psych, PICU, Telemetry, & Pediatrics, Infection Control	\$84.00
RN Specialty II: CVICU, Dialysis	\$89.50
RN Specialty III: Cath Lab, L&D, OR, CVOR	\$93.00
Charge RN above the all-inclusive rate	\$5.00
<b>UTILIZATION MANAGEMENT</b>	
Case Management/Utilization Review	\$75.90
Social Worker	\$68.86
<b>MANAGEMENT/LEADERSHIP</b>	
House Supervisor	\$78.44
Unit/Department Manager	\$84.90
Multi-Department Manager	\$87.90
<b>MID-LEVEL/PHYSICIAN BILL RATES</b>	
Nurse Practitioner/Physician Assistant – Family Practice/Urgent Care/Qcc Health/Adult	\$95.84
Nurse Practitioner/Physician Assistant Specialties (Cardio, Psych, Int Med, Neuro, ER)	\$97.84
Nurse Practitioner/Physician Assistant Neonatal	\$115.84
Nurse Practitioner/Physician Assistant Surgery (Ortho, Neuro, General)	\$115.84
Nurse Practitioner/Physician Assistant CVT Surgery (Endoscopic Veins, etc.)	\$125.84
Nurse Practitioner/Physician Assistant Trauma	\$125.84
<b>ALLIED HEALTH BILL RATES</b>	
X-Ray Technologist	\$76.95
CT Technologist	\$84.95
MRI Technologist	\$84.95
Mammographer	\$84.95
Ultrasound Technologist	\$84.95
Vascular Technologist	\$84.95
Echo Technologist	\$85.95
Cath Lab Technologist	\$95.00
Special Procedures Technologist	\$89.95
Respiratory Therapist	\$68.00

EEG Technologist	\$70.00
Polysomnographer	\$68.00
Dietician	\$72.00
Nuclear Medicine Technologist	\$84.95
Radiation Therapist	\$94.95
Physicist	\$220.95
Dosimetrist	\$129.95
Perfusionist	\$200.00
Phlebotomist	\$60.00
Medical Technologist	\$90.00
Medical Laboratory Technician	\$86.00
Histotechnologist	\$72.00
Cytotechnologist	\$72.00
Physical Therapist	\$74.00
Physical Therapy Assistant	\$64.00
Occupational Therapist	\$74.00
Certified Occupational Therapy Assistant	\$64.00
Speech Therapist	\$76.00
Pharmacist	\$110.00
Pharmacy Technician	\$56.00
EKG Technologist	\$64.00
Anesthesia Tech	\$68.00
Interventional Radiology Tech	\$110.00

**Workweek:** Saturday through Friday.

**Rapid Response Rate:** Upon NMC's request, NMC will be billed \$10/hour in addition to all-inclusive rate set forth in Attachment A.

**Crisis Rate:** Upon NMC's request, NMC shall be billed \$20/hour in addition to all-inclusive rate set forth in the above rate sheet.

**Orientation:** NMC will be billed for hours in the classroom and hours worked. Guaranteed hours shall not apply during orientation.

**Shift Differentials:** There will be an additional \$3.25 per hour billed for shifts where the majority of hours worked fall between 3:00 PM and 6:59 AM.

**Holidays:** 1.5 times inclusive hourly rate. Holiday rates apply from midnight to midnight on the following (6) days; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.