



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13506; Amendment No.: 9

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 9 to the agreement (A-13506) with Focus One Solutions, LLC for a Healthcare Vendor Management System pursuant to the Request for Proposal (RFP) # 9600-62, adding \$14,000,000 for a revised total agreement amount not to exceed \$69,563,000 and to extend the term fourteen (14) months (April 13, 2022 through June 30, 2023) for a total agreement term of April 19, 2017 through June 30, 2023.

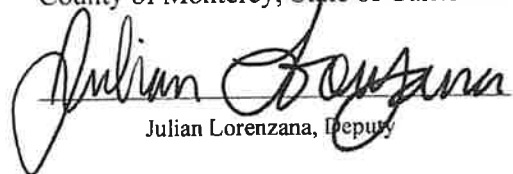
PASSED AND ADOPTED on this 26th day of April 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting April 26, 2022.

Dated: May 3, 2022
File ID: A 22-150
Agenda Item No.: 33

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**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 \$5,00,000, 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: 5/10/22

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)

Renewal & Amendment No 9 to Agreement
With Focus One Solutions LLC for
Healthcare Vendor Management System

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*****

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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)

Renewal & Amendment No. 9 to Agreement
With Focus One Solutions LLC for
Healthcare Vendor Management System