

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN FOCUS ONE SOLUTIONS, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
HEALTHCARE VENDOR MANAGEMENT SYSTEM**

This Amendment No. 5 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 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, 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 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, 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 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, NMC 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, NMC 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

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement 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.

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, Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 5.1 under COMPENSATION AND PAYMENTS, the first sentence shall be amended to the following:

"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, EXHIBIT A-1 and EXHIBIT A-5."

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4.
3. A copy of this Amendment No. 5 shall be attached to the Agreement.
4. This Amendment No. 5 shall be effective March 25, 2020 upon both parties signature.

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. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 7/20/2020

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 7/21/2020

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 7/21/2020

CONTRACTOR

Focus One Solutions LLC

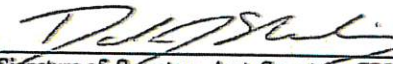
CONTRACTOR's Business Name

See instructions below

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

CRAIG NEIER - CEO
Name and Title

Date: 4/2/20

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

DANIEL SHEDIVY - CFO
Name and Title

Date: 4/2/20

*****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).

Exhibit A – 5

COVID-19 TEMPORARY RATE SCHEDULE
FOR
CLINICAL PROFESSIONALS

Position	Inclusive* Client Hourly Bill Rate
NURSING BILL RATES	
RN: Medical/Surgical	\$119.25
RN: ICU, ER	\$126.00

*Inclusive rates include hourly employee bill rate, cost for housing, per diem, and any travel expenses.

Duration: The temporary rate schedule will be effective on March 25, 2020 through the end of the COVID-19 crisis as determined by NMC.

Workweek: Saturday through Friday.

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: NMC will be billed 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.

On Call/Call Back: A minimum of \$8/hour to be on call (carry a pager), and one and one-half (1.5) times the hourly rate for all hours worked on call back (minimum of 2 hours). On Call must be pre-approved by the unit/department manager. Call back shall reflect the facility's policies and procedures. All Call Back hours shall be deducted from on call hours and can apply towards guarantee of hours.