

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN ~~F~~ 1 Technical Solutions, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
Consulting Services**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and ~~F~~ 1 Technical Solutions, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Consulting Services with a term July 1, 2016 through June 30, 2017 and a total Agreement amount not to exceed \$99,500; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period (July 1, 2017 through June 30, 2019) for a revised full agreement term of July 1, 2016 through June 30, 2019 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No.1" with a \$ 860,000 increase for the added services for a total Agreement amount of \$959,500.

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 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$959,500.
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from (July 1, 2017 through June 30, 2019) for a revised full agreement term of July 1, 2016 through June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: "revised Scope of Services/Payment Provisions as per Amendment No. 1."
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

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. 1 on the basis set forth in this document and have executed this Amendment No. 1 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: _____
4/5/17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
4-6-17

CONTRACTOR

F 1 Technical Solutions

CONTRACTOR's Business Name

See instructions below

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

_____ CFO
Name and Title

Date: _____
3/23/17

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

_____ CFO
Name and Title

Date: _____
3/23/17

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

REVISED EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS as per Amendment No. 1
TO THE AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY
ON BEHALF OF
NATIVIDAD MEDICAL CENTER
AND
F1 TECHNICAL SOLUTIONS, INC.

I. Description of All Services to be Rendered by F1Technical Solutions Inc., (CONTRACTOR):

CONTRACTOR shall offer Natividad Medical Center (NMC) consulting services and support for temporary and permanent placement services in various industries such as: Health care, Human Resources, Information Technology, and Finance, on an as-requested basis.

II. CONTRACTOR Obligations:

CONTRACTOR Obligations for IT Consulting Services:

CONTRACTOR shall provide consulting services as requested by NMC. An exact project description will be presented by NMC to CONTRACTOR at the time consulting is needed.

CONTRACTOR Obligations for temporary and direct hiring services:

a. Preliminary Assignment Study and Development of Search Specifications and Strategy

1. NMC will inform CONTRACTOR when it has a staff need request. Prior to undertaking the search itself, CONTRACTOR shall meet with NMC management to gain as much knowledge of NMC's requested staff needs at that time. In order to identify and attract the best candidates, CONTRACTOR shall ensure it understands NMC's activities and organizational environment and understands NMC's plans, objectives and expectations.

2. After this preliminary work is completed, CONTRACTOR shall prepare a position and candidate specification, which includes the position description and specifications for the ideal candidate. At the same time, CONTRACTOR shall develop and review with NMC a basic search strategy and a list of target organizations on which the primary thrust of

CONTRACTOR's search is expected to be focused. These deliverables shall be done in a timely manner (between 1-2 weeks).

b. Research, Source Contacts and Prospective Candidate Screening, and Evaluation

1. Utilizing the resources of CONTRACTOR, candidate prospects and sources shall be identified and discreetly contacted and screened by CONTRACTOR. The most suitable prospects shall be interviewed and evaluated against the ideal candidate specifications by CONTRACTOR. Reference information shall be developed on prospective candidates, if possible, before introducing candidates to NMC. Once this phase is initiated the deliverable shall be met within a 2-3 week period.

c. Candidate Reports and Introductory Meetings

1. Comprehensive candidate reports shall be submitted to NMC of the most qualified and attractable individuals no longer than 3 weeks after the initial request by NMC to CONTRACTOR requesting a desired hire. These reports shall include the following:

- i. Candidate resume including education data and a detailed career history
- ii. An incisive analysis and appraisal prepared by CONTRACTOR

2. Candidate interviews then shall be scheduled by NMC at NMC's discretion. CONTRACTOR shall not be present at these meetings.

3. CONTRACTOR shall communicate with NMC as frequently as necessary to ensure the search remains on target and meets NMC's expectations.

III. NMC Obligations:

NMC shall participate in meetings during the preliminary assignment phase so as to assist CONTRACTOR in understanding NMC's needs.

NMC shall become acquainted with the background of the finalist candidates and NMC has the option to conduct two or three reference checks on its own. Should this be NMC's option, NMC shall discuss with CONTRACTOR so both parties acknowledge which candidates NMC selects to check references on, and which candidates CONTRACTOR shall check references on.

IV. CONTRACTOR REPORTING REQUIREMENT FOR PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS).

CONTRACTOR shall identify in writing to County any individual with prior PERS affiliation who is sent to report for County service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to County.

CONTRACTOR shall identify in writing to County any PERS annuitant who is sent to report for County service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to County.

The term “identify” is defined for purposes of this section to include both (1) the CONTRACTOR’s employee name and (2) the last four digits of the employee’s Social Security Number.

The term “PERS affiliation” is defined for purposes of this section to mean the CONTRACTOR’s employee had previously worked for a governmental entity that participates or participated in CalPERS.

Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

The term “PERS annuitant” is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.

TEMPORARY EMPLOYMENT ASSIGNMENT. CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments with the County. CONTRACTOR shall notify County when an individual employee’s hours working for the County are approaching 650 hours in a fiscal year (July 1st through June 30th). CONTRACTOR shall notify both the County and the NMC Human Resources Division.

An employee of the CONTRACTOR shall not be assigned to work at the County for more than 720 hours in a fiscal year (July 1st through June 30th)

County shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.

V. Payment and Invoicing.

CONTRACTOR shall invoice NMC monthly for services provided. Invoices must be accompanied by a signed time slip for each temporary CONTRACTOR worker whose services are covered in an invoice and are payable 30 days after the County Auditor-Controller receives the certified invoice. All invoices will reference CONTRACTOR’s name, the supervising manager’s name, location, the period being invoiced and other information that NMC may request. Invoices will be directed to: Natividad Medical Center Attn: Daniel Leon, CFO 1441 Constitution Blvd. Salinas CA 93906 and will reference a Purchase Order issued by NMC pursuant to each Scope of Assignment.

VI. Pricing/Fees:

Contractor's Fee Schedule - Right to Hire and Permanent Placement Fees:

Right to Hire

Between 1-3 months of continuous consulting	Not eligible for hire
Between 3-6 months of continuous consulting	Full fee of 25% of First year salary
Between 6-9 months of continuous consulting	20% of first year salary
Between 9-12 months of continuous consulting	10% of first year salary
After 12 months of continuous consulting	No fee

- Travel reimbursement will be in accordance with Monterey County's travel reimbursement policy.
https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

Labor Categories assigned under this Agreement:

	Onsite Rate	Remote Rate
Multi Modular Analyst	\$162/Hour	\$152/Hour
Report Writer/ Interface Consultant	\$162/Hour	\$152/Hour
IT Infrastructure Consultant	\$175/Hour	\$165/Hour
Database Resources	\$195/Hour	\$185/Hour