

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN FOCUSONE SOLUTIONS, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
HEALTHCARE VENDOR MANAGEMENT SYSTEM**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on April 19, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and FocusOne Solutions, LLC. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and FocusOne Solutions, LLC entered into an Agreement for a Healthcare Vendor Management System pursuant to RFP # 9600-62 with a term April 19, 2017 through April 18, 2018 with the option to extend for two (2) additional two (2) year periods and a total Agreement amount not to exceed \$5,000,000; and

WHEREAS, the Parties currently wish to amend the Agreement to modify the Agreement's Exhibit A- Pricing and Payment Provisions of Professionals, to include a paragraph acknowledging rates and requirements specifically for "on-call" and "call back" situations, with no change to the Agreement term or total Agreement amount.

AGREEMENT

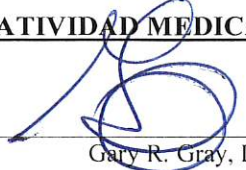
NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 5.1 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-1. The initial total agreement amount shall not exceed \$5,000,000."
2. 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.
3. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
4. This Amendment No. 1 shall be effective when signed by both parties.

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

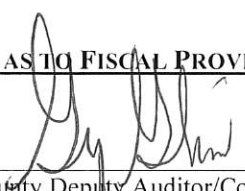
Date: 7/20/17

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 7-19-17

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

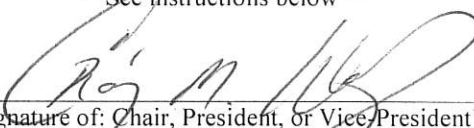
Date: 7-20-17

CONTRACTOR

FocusOne, LLC

CONTRACTOR's Business Name

See instructions below

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

Craig M. Wolf, President
Name and Title

Date: 7-13-2017

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

Fred Froehlich CFO
Name and Title

Date: 7-13-17

*****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).

EXHIBIT A – 1
REVISED PER AMENDMENT NO. 1

PRICING AND PAYMENT PROVISIONS OF PROFESSIONALS

Position	Inclusive* Hospital Hourly Bill Rate
NURSING BILL RATES	
<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
UTILIZATION MANAGEMENT	
Case Management/Utilization Review	\$75.90
Social Worker	\$68.86
MANAGEMENT/LEADERSHIP	
House Supervisor	\$78.44
Unit/Department Manager	\$84.90
Multi-Department Manager	\$87.90
MID-LEVEL/PHYSICIAN BILL RATES	
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
ALLIED HEALTH BILL RATES	
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

Amendment No.1 to Agreement
With FocusOne, LLC
Term: April 19, 2017 through April 18, 2018
Not to Exceed: \$5,000,000

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.

On Call/Call Back Rate: 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 hours.