

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN AFR SOLUTIONS, INC. D/B/A SORIAN HEALTHCARE AND
NATIVIDAD MEDICAL CENTER
FOR
PROFESSIONAL CONSULTING AND IMPLEMENTATION SERVICES RELATED TO
ENVIRONMENTAL SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on May 14, 2018 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and AFR Solutions, Inc. d/b/a Soriant Healthcare (hereinafter "CONTRACTOR"). Collectively, 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 AFR Solutions dba Soriant Healthcare entered into an Agreement for professional consulting and implementation services related to Environmental Services Department Performance Improvement Initiative with a term May 14, 2018 through May 13, 2019 and a total Agreement amount not to exceed \$80,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional two (2) year period through May 13, 2021 for a revised full Agreement term of May 14, 2018 through May 13, 2021 to allow the completion of implementing Performance Improvement Initiatives and to add interim management services as per the additional Scope of Services attached hereto as "Exhibit A-1 per Amendment No. 1" with an increase of \$100,100 for a revised total Agreement amount not to exceed \$180,100.

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. **The first sentence of Section 1 titled, "GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED" shall be amended by removing:**

"NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement."

and replacing it with:

"NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A plus Exhibit A-1 as per Amendment No. 1 attached hereto this Amendment No. 1 in conformity with the terms of the Agreement."

2. **Section 2 titled, "PAYMENTS BY NMC" shall be amended by removing:**

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$80,000."

and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A plus Exhibit A-1 as per Amendment No. 1, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum

of \$180,100.”

3. **The first sentence of Section 3.1 under Section 3 titled, “TERM OF AGREEMENT” shall be amended by removing:**

“The term of this Agreement is from May 14, 2018 through May 13, 2019 unless sooner terminated pursuant to the terms of this Agreement.”

and replacing it with:

“The term of this Agreement is from May 14, 2018 through May 13, 2021 unless sooner terminated pursuant to the terms of this Agreement.”

4. **Section 4 titled, “ADDITIONAL PROVISIONS/EXHIBITS” shall be amended by removing 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 B: ADDENDUM NO. 1”

and replacing it with:

“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: Additional Scope of Services/Payment Provisions as per Amendment No. 1

Exhibit B: ADDENDUM NO. 1”

5. 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 original Agreement.
6. A copy of this Amendment No. 1 shall be attached to the original Agreement.
7. This Amendment No. 1 shall be effective when signed by both Parties.

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
Name

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller
Name

Date: _____

CONTRACTOR

AFR Solutions, Inc. d/b/a Soriant Healthcare

CONTRACTOR's Business Name

**Signature instructions below*

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

Erik Scott, Chief Executive Officer

Name and Title

Date: 04/22/2019

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

Christina Nugent, CFO

Name and Title

Date: 04/22/2019

***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).



EXHIBIT A-1

Additional Scope of Services/Payment Provisions (Extension of Implementation - Environmental Services)

This Statement of Work ("SOW") is entered into and effective as of May 14, 2019, by and between Natividad Medical Center ("NMC"), with its principal office located at 1441 Constitution Blvd. Salinas, CA 93906 and AFR Solutions, Inc. d/b/a Soriant Healthcare ("Soriant"), a Georgia corporation having a principal place of business at 450 Galloway Court, Milton, GA 30004. This SOW is an extension of the SOW dated May 1, 2018 made pursuant to and forms part of the County of Monterey Agreement for Services ("Agreement") between NMC and Soriant which was made effective May 14, 2018. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings given to those terms in the Agreement.

I. EXTENSION OF IMPLEMENTATION FOR ENVIRONMENTAL SERVICES (EVS) DEPARTMENT PERFORMANCE IMPROVEMENT INITIATIVE

A. Scope, Approach & Deliverables

1. The objectives of the Services are to assist NMC to achieve a best demonstrated and effective EVS program through the development of work plans and leadership. As such, Soriant will work with NMC leadership in identifying and developing processes, protocols and operational initiatives for the deficient areas identified during the assessment phase.
2. Implement the Natividad "Culture of Excellence" employee engagement plan. This includes the following action items:
 - a. Review leadership job description, roles and responsibilities
 - b. Communicate plan with on-site staff. Determine staff vision and priorities
 - c. Individual and leadership team SWOT analysis
 - d. Develop "rules of engagement" with leadership team to ensure participation from whole team.
 - e. Develop standard communication plans and expectations.
 - f. Establish a plan to enhance employee engagement and provide training for the leadership team
 - g. Establish Patterns of Management for team.
 - h. Document Nurse/Patient/Employee rounds
 - i. Establish and Implement Balanced Scorecard with **Outcome Indicators** for Financial, Quality, Stakeholder Engagement and **Leading Indicators** for performance management
3. Implement plans to improve operating metrics and quality performance indicators

B. Project Timeline

Soriant shall perform the work set forth in Section I.A above per NMC's request as implementation hours are needed.



II. INTERIM EVS MANAGEMENT SERVICES

A. Scope, Approach & Deliverables

1. Soriant will provide a dedicated resource for NMC to provide interim EVS management services to fill an acute management need. This resource will work to manage operations and personnel as well as working to advance the strategic and financial efforts of NMC.
2. The dedicated resource's responsibilities may include, but not be limited to:
 - a. Providing day-to-day leadership of the EVS department overseeing all cleaning functions for NMC
 - b. Manages a team of associates to provide cleaning services to dedicated areas
 - c. Budget management and implementation of process improvements to control expenses
 - d. Purchasing
 - e. Inventory control
 - f. Sanitation standards
 - g. Safety practices
 - h. Staffing
 - i. Staff development
 - j. Assurance of compliance with standards of practice and regulatory requirements
3. Special focus during the interim management period includes:
 - a. Review of current policies and procedures
 - b. Review of monthly scorecard reports and what is currently being monitored/measured; determine where accountability gaps exist
 - c. Resume review and Interviewing support for new director (as needed)
 - d. Cost management and implementation of process improvements to drive expenses down
 - e. Assist with the Implementation of process improvement changes

III. PROFESSIONAL FEES

Fees will be invoiced monthly and paid as per Section 6 "Payment Conditions" of the Agreement. The fees for Professional Services are as follows:

Professional Services	Rate
Extension of Implementation (Not to exceed 385 hours)	\$260/hr.
Interim EVS Management Services	\$5,400/wk.