

AMENDMENT ONE TO CLIENT AGREEMENT

This Amendment is made and entered into as of this 14th day of January, 2021, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as “UMC”) and FOCUSONE SOLUTIONS, LLC (hereinafter referred to as “FOS”).

RECITALS:

WHEREAS, the parties entered into a Client Agreement dated January 29, 2020 (hereinafter referred to as “Agreement”) for professional temporary labor staffing services; and

WHEREAS, the parties desire to amend the Agreement with this Amendment One.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 14.6, Billing and Payment, the funding of the Agreement is hereby amended to add an additional not-to-exceed amount of \$20,000,000.00 for the Term of the Agreement.
2. Section 31, Term and Termination, is hereby amended to reflect a new Term ending date of June 30, 2021.
3. Attachment A, Rate Schedule, is hereby amended to add the following COVID Travel Hourly Rates.

Position	Inclusive* Travel Hourly Bill Rate	Inclusive* Per Diem/Local Hourly Bill Rate	Inclusive* COVID Travel Hourly Bill Rate
NURSING BILL RATES			
	<i>* Inclusive rates include hourly employee bill rate, cost for housing, per diem, travel and any expenses associated with the placement of Professional</i>		
RN Non-Specialty: Medical Surgical	\$72.00	\$66.00	\$165.00
RN Specialty I: ER, OR, PACU, ICU, CCU, L&D, Post-Partum, Behavioral/Psych, Telemetry, Pediatrics	\$74.00	\$68.00	\$180.00
RN Specialty III: PICU, NICU	\$79.00	\$73.00	\$180.00
RN Specialty IV: Cath Lab, Interventional Radiology	\$82.00	\$76.00	\$180.00

UMC agrees to compensate FOS the COVID travel hourly rates specified herein, as applicable. Upon rescission by the State of Nevada of the COVID-19 Emergency Declaration (which took effect on March 12, 2020) or until the COVID case rates have dropped to minimal for patient safety and safe staffing as determined by UMC, FOS agrees to invoice UMC at the regular Travel and Per Diem rates.

4. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to the Amendment electronically (including without limitation by facsimile transmission or by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is

inconsistent with any term or condition of this Amendment One, the terms and conditions of this Amendment One shall govern, prevail, and control. All references to the Agreement shall include this Amendment One.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment One as of the date first set forth above.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

FOCUSONE SOLUTIONS, LLC

By: 

Mason Van Houweling
Chief Executive Officer

By: 

Chris Ahl
Risk Manager