

**AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE TRANSFORMATION, LLC AND
NATIVIDAD MEDICAL CENTER**

**FOR
NURSE/PREVENTIONIST CONSULTANT, CORPORATE COMPLIANCE OFFICER,
EMERGENCY DEPARTMENT NURSING DIRECTOR AND MULTI-SPECIALTY OUTPATIENT
CLINIC AND THE ADDITION OF A INFECTION PREVENTIONIST**

This Amendment No. 6 to the Services Agreement ("Agreement"), dated January 1, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Healthcare Transformation, LLC (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Consulting Services with an eighteen month term and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 25, 2014 via Amendment No.1 to add an additional \$88,400.00, thereby increasing the total agreement amount to \$188,400; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 21, 2014 via Amendment No. 2 to add an additional \$88,400.00, thereby increasing the total agreement amount to \$276,800; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 21, 2014 via Amendment No. 3 to add an additional \$236,600.00, thereby increasing the total agreement amount to \$513,400; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 1, 2015 via Amendment No. 4 to add an additional \$114,400.00, thereby increasing the total agreement amount to \$627,800; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 5 to extend the term of the agreement through March 31, 2016, and to add an additional \$392,800, thereby increasing the total agreement amount to \$1,020,600; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to modify terms and conditions and add terms and conditions to the original Agreement, to extend the term of the Agreement retroactive to November 30, 2016 through May 27, 2016, and to add additional services for an Infection Preventionist as per the attached "Exhibit A-6", with a \$195,000 increase, for a revised total Agreement amount not to exceed \$1,215,600.

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendments Nos. 1, 2, 3, 4, and 5 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph "2.3" under section titled "PAYMENT CONDITIONS", shall be amended to the following:

"CONTRACTOR shall provide an invoice for services rendered showing services were performed, the County Purchase Order Number, the position and a copy of the time card for each employee of the CONTRACTOR. If not otherwise specified, the

Amendment No. 6 to Agreement
Healthcare Transformation LLC
Term: January 1, 2014 through May 27, 2016
Not to Exceed: \$1,215,600

CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice."

2. A new paragraph 14 shall be added titled "CONTRACTOR REPORTING REQUIREMENT FOR PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)" and shall read as follows;

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

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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 (7/1-6/30). CONTRACTOR shall notify both the County and the NMC Human Resources Division.

14.8 An employee of the CONTRACTOR shall not be assigned to work at the County for more than 720 hours in a fiscal year (July 1, 2016 – June 30, 2016)

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

3. "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-6 as per Amendment No. 6 attached hereto this Amendment No. 6. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,215,600."
4. "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is January 1, 2014 to May 27, 2016 unless sooner terminated pursuant to this Agreement."
5. "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 of original Agreement,
Amendment No. 1 to Exhibit B per Amendment No. 1,
Amendment No. 3 to Exhibit A-3 per Amendment No. 3,
Amendment No. 4 to Exhibit A-4 per Amendment No. 4,
Amendment No. 5 to Exhibit A-5 per Amendment No. 5,
Amendment No. 6 to Exhibit A-6 per Amendment No. 6"***
6. If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 6, the provisions of this Amendment No. 6 shall govern.

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IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment No. 6 on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary R. Gray, DO, Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: CRB
Monterey County Deputy County Counsel

Date: Feb 23, 2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 2-23-16

CONTRACTOR

Healthcare Transformation, LLC.
CONTRACTOR's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

J Ewing, VP of Client Services
Name and Title

Date: 2/19/16

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

Jacob Kupetzky, CEO
Name and Title

Date: 2/19/16

*****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-6 per Amendment No. 6

Natividad Medical Center Service Agreement with HealthCare Transformation, LLC

Date: October 28, 2015

Interim Position: Infection Preventionist

Start Date: 11/30/2015

End Date: 5/27/16

Assignment duration: One 13-week guaranteed term and then after that on a week to week basis for up to a total of 26 weeks. After the initial 13 week period, NMC may opt to end the term at any time with a 30 day notice should a permanent placement be made or should it be determines that services are no longer needed.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill you at the rate of \$7500 per week for a ~~set~~ 40 hour work week and will not be billed for hours over and beyond the 40 hours per week (position is not eligible for overtime and considered a salaried position) for the duration of the assignment. The total amount payable by NMC to Healthcare Transformation under this agreement shall not exceed \$195,000.00.

Candidate work schedule: Candidate will be available on-site in a two-week timeframe, Monday –Friday of the first week and Monday – Thursday of the second week. The candidate will be available for weekend coverage every other weekend and will travel home over the long weekend. Candidate will follow Client's holiday schedule. Candidate will be off unpaid 12/23. Client agrees that Candidate will function under "Leadership Consultant" until such time Professional obtains licensure in Client's state, if applicable.

Each Employee assigned to you under this Agreement is for temporary services only. If you hire or engage an Employee on a permanent basis, or if you refer or identify an Employee to another company or a competitor of ours which hires that Employee, or if you retain the services of any Employee on a temporary basis, either by a direct agreement with the Employee or indirectly through one of HCT's competitors, within one year after the last day on which the Employee was assigned to you under this Agreement, you will pay us a service fee equal to 25% of expected annual income.