

**AMENDMENT NO. 3  
TO SERVICES AGREEMENT  
BETWEEN HEALTH CARE TRANSFORMATION, LLC AND  
NATIVIDAD MEDICAL CENTER  
FOR  
CONSULTING SERVICES INCLUDING A QUALITY CONSULTANT, INFECTION CONTROL  
NURSE/PREVENTIONIST CONSULTANT, CORPORATE COMPLIANCE OFFICER AND CHIEF  
INFORMATION OFFICER**

This Amendment No. 3 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 Health Care 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 currently wish to amend the Agreement to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-3 per Amendment No. 3" with a \$236,600 increase for the added services and Scope of Work for Corporate Compliance Officer Consulting Services and Chief Information Officer Consulting Services and with an added work week for the Quality Consultant for a total Agreement amount of \$513,400.

**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 Original Agreement and in Amendment No 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. "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-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$513,400, of which \$7,800 is added to the cost for the Quality Consultant fee for one extra week of services which were not included in the original Exhibit A".*
2. "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-3: revised Scope of Services/Payment Provisions as per Amendment No. 3".*
3. If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 3, the provisions of this Amendment No. 3 shall govern.

IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT NO. 3 as follows:

**Natividad Medical Center**

By: \_\_\_\_\_  
Gary R. Gray, M.D., PhD. Interim CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: AK2  
Monterey County Deputy County Counsel

Date: March 12, 2015

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Monterey County Deputy Auditor/Controller

Date: 3/12/15

**CONTRACTOR**

Healthcare Transformation, Inc  
**CONTRACTOR's Business Name\*\*\*** (see instructions)

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

JAWB Kupitcky, President  
Name and Title

Date: 02-13-15

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

Jawb Kupitcky, President  
Name and Title

Date: 02-13-15

**\*\*\*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-3

Natividad Medical Center Service Agreement with HealthCare Transformation, LLC

Date: January 12, 2015

Interim Position: Corporate Compliance Officer

Candidate: Teri Ransbury RN

Start Date: 2/2/15                      End Date: 5/1/15

Assignment duration: 13-week guaranteed term beginning with the first full week that Candidate works.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill you at the rate of \$8800 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 \$114,400.

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.* 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.



**Exhibit A-3**

**Natividad Medical Center Service Agreement with HealthCare Transformation, LLC**

Date: January 27, 2015

Interim Position: Chief Information Officer

Candidate: Charles Flowers

Start Date: 2/23/15            End Date: 5/22/15

Assignment duration: 13-week guaranteed term beginning with the first full week that Candidate works.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill you at the rate of \$8800 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 \$114,400.

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. 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.

Exhibit A-3

Invoice



HCT Executive Interim Solutions

HCT Executive Interim Solutions
70 West Madison
Three First National Plaza
Suite 1400
Chicago, IL 60602
(312) 214-7216

Table with 2 columns: DATE, INVOICE #, TERMS, DUE DATE. Values: 05/20/2014, NMC 1403, 30 days, 06/20/2014

BILL TO
Natividad Medical Center
PO Box 81611
Salinas, CA 93912-1611
Attention, Accounts Payable

Table with 2 columns: AMOUNT DUE, ENCLOSED. Values: \$7800, \$00.00

Please detach top portion and return with your payment.

Main invoice table with columns: Description, Quantity, Rate, Amount. Includes handwritten notes: ENT'D JUN 26 2014, 8752, 220, and a circled 'M'.

Make all checks payable to: Healthcare Transformation, LLC, 70 West Madison Suite 1400 Chicago, IL 60602.
Please feel free to submit payment using our Fed/Ex account number 457830920
Questions? Please contact billing@hcteis.net or (312)214-7216
THANK YOU FOR YOUR BUSINESS!

Handwritten signature