

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Health Care Transformation LLC AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Consulting and Interim Infection Control RN Services**

This Amendment No. 2 to Professional Services Agreement (“Agreement”), dated January 1, 2014 , is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Health Care Transformation, LLC (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on March 25, 2014 via Amendment No. 1; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$88,400 because of the amount payable for services rendered.

**AGREEMENT**

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA 1101).
2. The last sentence in the Section entitled “PAYMENTS BY NMC” shall be amended by removing, *“The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.”* and replacing it with *“The total amount payable by County to CONTRACTOR under Agreement No. (MYA 1101) shall not exceed the total sum of \$276,800 for the full term of the Agreement”*.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No.1 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. MYA 1101)
5. The effective date of this Amendment is June 21, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**Natividad Medical Center**

By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

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

By: [Signature]  
Harry Weis, NMC Chief Executive Officer

Date: 7/8/14

**APPROVED AS TO LEGAL PROVISIONS**

By: [Signature]  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: July 11, 2014

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: 7-11-14

**Contractor**

Healthcare Transformation, LLC  
Contractor's Business Name\*\* (see instructions)

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

J.J. Ewing, VP  
Name and Title

Date: 6/18/14

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

J.J. Ewing Asst. Secretary  
Name and Title

Date: 6/18/14

**\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

MYA-1101 DUK 0354



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File #:	A 14-037	Name:	Healthcare Transformations Amendment No.1
Type:	BoS Agreement	Status:	Consent Agenda
File created:	3/27/2014	In control:	Board of Supervisors
On agenda:	5/13/2014	Final action:	

Title: Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

Attachments: 1. [Health Care Transformation Original Agreement LLC.pdf](#), 2. [Health Care Transformation Amendment No.1.pdf](#), 3. [Health Care Transformation LLC Spend Sheet.pdf](#), 4. [Completed Board Order](#)

History (0) Board Report

**Title**

Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

**Report**

RECOMMENDATION:

It is recommended the Board of Supervisors approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

SUMMARY/DISCUSSION:

Natividad Medical Center (NMC) entered into an agreement with Health Care Transformations LLC ("HCT"), a national firm experienced in providing healthcare consulting services and interim professional placements, earlier this year for specialized consulting services to evaluate NMC's current Core Measure performance and processes and to implement best practices to improve performance. It is necessary to amend and renew this agreement to include the provision of an interim Infection Control Nurse.

Infection Control Nursing Services may include some, or all, of the following duties: Identify, prevent and control outbreaks of infection in health care settings and the community. Collect, analyze and interpret infection-control data.

Notify authorities about reportable diseases as required. Plan, implement, manage and evaluate infection prevention and control activities. Conduct infection control risk assessments for construction and renovation projects; equipment inspection, and pest control. Educate individuals and groups about the risk, prevention, transmission, and control of infection, disease-specific care, appropriate precautions, and appropriate assessments. Establish accepted standards and develop, implement, monitor and revise infection control policies and procedures to assure compliance with the standards. Investigate, manage and conduct surveillance of suspected and confirmed outbreaks of infection. Provide consultation on infection risk assessment, prevention, and control strategies. As a direct result of this work, NMC will be made safer; patients, staff and the community will be more protected and receive expert care.

Operation of an acute care hospital requires that an individual be designated as the infection control officer to develop and implement policies governing control of infections and communicable diseases. This position is mandated by the Federal Conditions of Participation, State of California Title 22 Regulations and the Joint Commission standards.

Responsibilities for the position include the implementation of measures to identify, investigate, report, and to prevent and control of infections and communicable diseases. This position cannot be left unfilled.

The position of Natividad Medical Center (NMC) Infection Control Nurse became vacant as of March 25, 2013 due to the resignation of the incumbent, without much notice. The critical nature and Federal requirements relating to the responsibilities of this position require that there be no interruption in the provision of services. Health Care Transformations LLC ("HCT") is a national firm experienced in providing interim professional placements in healthcare positions such as Infection Control Nurse. HCT identified an Infection Control Nurse interim candidate that met the needs of NMC. The Infection Control Nurse started work at NMC on March 26, 2014 in order to provide the necessary continuation of services. They will continue until the vacant position is filled because it is an essential position for the hospital and cannot be unfilled for any length of time. However, at this time NMC plans to permanently fill the position within a minimum of 13 weeks. NMC is currently utilizing an HCT consultant for another assignment and is pleased with the provision of services. NMC worked with the Office of County Counsel and Office of the Auditor-Controller to approve the contract before any work began.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment No. 1 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 1 as to fiscal provisions. The CAO-Budget and Analysis Division has advised to inform the BOS the spending authority (appropriations) associated with NMC's FY 2014 Adopted Budget has been exceeded and approval and authorization for modification of NMC's appropriation budget should be presented to the BOS. Since NMC is an Enterprise Fund, this does not prevent continued expenditures and is not a legal requirement, but it is considered good public policy, transparency and fiscal management. The Amendment No. 1 has not been reviewed and approved by Natividad Medical Center's Board of Trustees, or NMC's Finance Committee due to committee scheduling issues and due to the need to fill the position immediately. The Board of Trustees and NMC's Finance Committee will be informed at their next meetings.

**FINANCING:**

The cost for Amendment No. 1 is \$88,400 and is included in the Fiscal Year 2013/2014 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. NMC is confirming its appropriations position and if its spending authority has been exceeded will return to the Board. There is no impact to the General Fund. As of April 15, 2014, no invoices have been paid against this agreement and \$93,600 remains on the original purchase order. Invoices for the original agreement are expected to be submitted around May 1, 2014.

Prepared by: Jane Finney, Quality Control, 783-2502

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Amendment No.1, Original Agreement and Spend Sheet.

Attachments on file with the Clerk to the Boards Office



## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

Upon motion of Supervisor Parker, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Approved and directed the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (MYA-1101) with Health Care Transformations LLC ("HCT") for Infection Control Nursing Services at NMC, keeping the Agreement end term date at June 30, 2015 and adding \$88,400 to cover these services, for a total Agreement amount not to exceed \$188,400 in the aggregate.

PASSED AND ADOPTED on this 13th day of May 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on May 13, 2014.

Dated: May 14, 2014  
File Number: A 14-037

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**AMENDMENT NO. 1  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
HEALTH CARE TRANSFORMATION LLC**

**THIS AMENDMENT No. 1** to the County of Monterey Agreement for Services (hereinafter, "AMENDMENT No. 1") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and Health Care Transformation LLC (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

**WHEREAS**, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on January 1, 2014; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the scope of services and increase the amount payable by \$88,400 for the provision of additional services, specifically, infection control nursing services.

**NOW THEREFORE**, the Parties agree as follows:

1. This AMENDMENT No. 1 shall become effective on March 25, 2014.
2. Exhibit B is hereby added and attached hereto as Exhibit B.
3. The last sentence in the Section entitled "PAYMENTS BY NMC" is hereby deleted and replaced with the following: The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$188, 400.
4. Except as provided herein, all other terms and conditions of this Agreement with CONTRACTOR shall remain in full force and effect.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT as follows:

IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT as follows:

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

NATIVIDAD MEDICAL CENTER

By: \_\_\_\_\_  
Sid Cato, NMC, Management Analyst Contracts

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

By:   
Harry Weis, NMC, Chief Executive Officer

Date: 3/21/14

APPROVED AS TO LEGAL PROVISIONS

By:   
Anne Brereton, Deputy County Counsel

Date: March 20, 2014


APPROVED AS TO FISCAL PROVISIONS

By:   
Gary Giboney, Auditor, Controller's Office

Date: 3-21-14

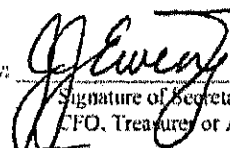
CONTRACTOR

Healthcare Transformation LLC  
Contractor's Business Name

  
Signature of Chair, President, or Vice-President

J.J. Ewing, VP.  
Name and Title

Date: 3/21/14

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

J.J. Ewing, Asst. Secretary  
Name and Title

Date: 3/21/14

\*\*\*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.

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.

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.



HCT Executive Interim Solutions

**Exhibit B**

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

Date: March 18, 2014

Interim Position: Infection Preventionist

Start Date: 3/25/14      End Date: 6/20/14

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 \$6800 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 \$88,400.

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.



 **Natividad** MEDICAL CENTER  
County of Monterey Agreement for Services  
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and HealthCare Transformation, LLC hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED;** 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. The services are generally described as follows: Consulting Services

**PAYMENTS BY NMC;** 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 \$100,000

**TERM OF AGREEMENT;** the term of this Agreement is from January 1, 2014 through June 30, 2015 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS;** the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

**1. PERFORMANCE STANDARDS:**

- 1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- 1.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## **2. PAYMENT CONDITIONS:**

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the 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.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## **3. TERMINATION:**

- 3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 3.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

## **4. INDEMNIFICATION:**

- 4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

## **5. INSURANCE:**

### **5.1. Evidence of Coverage:**

- 5.1.1. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

5.1.2. Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

5.1.3. This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

5.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California

Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Exemption/Modification (Justification attached; subject to approval)

## **6. Other Insurance Requirements:**

- 6.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**
- 6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

## **7. RECORDS AND CONFIDENTIALITY:**

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 7.4. Access to and Audit of Records: NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
9. Non-Discrimination: During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County

department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

**NATIVIDAD MEDICAL CENTER:**

Sid Cato  
Management Analyst, Contracts  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA. 93906  
Phone: 831.783-2620  
[catosl@natividad.com](mailto:catosl@natividad.com)

**CONTRACTOR:**

Name: Jacob Kupietzky  
Title: President  
Address: 70 W. MADISON SUITE 400 CHICGO, IL 60662  
FAX: 717 754 0010  
Phone: 917 5046714  
Email: Jacob.Kupietzky@hotconsulting.net

**13. MISCELLANEOUS PROVISIONS:**

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 13.4 Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding

upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*Signature Page to follow*

**NATIVIDAD MEDICAL CENTER**

By: [Signature]  
Sid Cato, Management Analyst / Contracts Manager

Date: 1-15-14

By: [Signature]  
Harry Weis, NMC Chief Executive Officer

Date: 1/6/14

**APPROVED AS TO LEGAL PROVISIONS**

By: [Signature]  
Anne Brereton, Deputy County Counsel

Date: Jan 9, 2014

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature]  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: 1-9-14

**CONTRACTOR**

[Signature] HEALTHCARE TRANSFORMING, LLC  
Contractor's Business Name\*\*\* (see instructions)

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

Jacob Kupchak, President  
Name and Title

Date: 12-12-13

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

Jacob Kupchak, CFO  
Name and Title

Date: 12-12-13

**\*\*\*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).





HCT Executive Interim Solutions

**Exhibit A**

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

Date: December 10, 2013

Interim Position: Quality Consultant

Candidate: Gatherine Carson

Start Date: 2/3/14 End Date: 4/25/14

Assignment duration: 12-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 \$7800 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 the sum of \$93,600.

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.

Consultant objective: Consultant will evaluate Natividad Medical Center's current Core Measure performance and processes. She will work with quality and nursing staff to implement tools and best practices relative to concurrent abstracting and reporting.

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



## HCT Executive Interim Solutions

Agreement, you will pay us a service fee equal to 25% of expected annual income.