

**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:

NATIVIDAD MEDICAL CENTER

CONTRACTOR

By: _____
Sid Cato, NMC, Management Analyst/Contracts

Contractor's Business Name***

Date: _____

Signature of Chair, President, or Vice-President

By: _____
Harry Weis, NMC, Chief Executive Officer

Name and Title

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: C.B.
Anne Brereton, Deputy County Counsel

Date: _____

Date: March 20, 2014

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

APPROVED AS TO FISCAL PROVISIONS

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

Name and Title

Date: 3/21/14

Date: _____

***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.

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: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brereton, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney, Auditor/Controller's Office

CONTRACTOR

Healthcare Transformation LLC
Contractor's Business Name***

J.J. Ewing, VP
Signature of Chair, President, or Vice-President

J.J. Ewing, VP.
Name and Title

Date: 3/26/14

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

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

Date: 3/26/14

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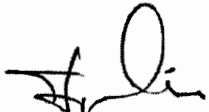
IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT as follows:

Date: _____

NATIVIDAD MEDICAL CENTER

By: _____
Sid Cato, NMC, Management Analyst Contracts

Date: _____

By: 
Harry Weis, NMC, Chief Executive Officer

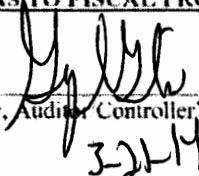
Date: 3/21/14

APPROVED AS TO LEGAL PROVISIONS

By: 
Anne Brereton, Deputy County Counsel

Date: March 20, 2014

APPROVED AS TO FISCAL PROVISIONS

By: 
Gary Giboney, Audit Controller's Office
3-21-14

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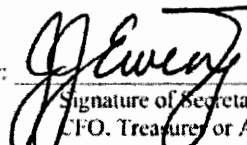
CONTRACTOR

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



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.