

**AMENDMENT NO. 4
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. 4 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 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 currently wish to amend the Agreement to allow for services to continue through July 31, 2015 for Corporate Compliance Officer Consulting Services per Exhibit A-4 to Amendment No. 4 and to add an additional \$114,400, thereby increasing the total Agreement amount to \$627,800.

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, Amendment No. 2 and Amendment No. 3 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-4 as per Amendment No. 4 attached hereto this Amendment No. 4. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$627,800."*
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-4: revised Scope of Services/Payment Provisions as per Amendment No. 4".
3. If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 4, the provisions of this Amendment No. 4 shall govern.

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: [Signature]
Gray R. Gray DO, Interim CEO

Date: 7/14/15

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 7/8/15

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor Controller

Date: 7-9-15

CONTRACTOR

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

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

J. J. Ewing, VP of Professional Services
Name and Title

Date: 6/30/15

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

Jacob Kupietzky, President & CFO
Name and Title

Date: 6/30/15

***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 and 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-4

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

Date: May 1, 2015

Interim Position: Corporate Compliance Officer

Candidate: Teri Ransbury

Start Date: 5/4/15 End Date: 7/31/15

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.