

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE TRANSFORMATION, LLC AND
NATIVIDAD MEDICAL CENTER**

**FOR
CONSULTING SERVICES INCLUDING A QUALITY CONSULTANT, INFECTION
CONTROL
NURSE/PREVENTIONIST CONSULTANT, CORPORATE COMPLIANCE OFFICER,
EMERGENCY DEPARTMENT NURSING DIRECTOR AND MULTI-SPECIALTY
OUTPATIENT CLINIC**

This Amendment No. 5 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 currently wish to amend the Agreement to extend the term of the Agreement through March 31, 2016 to allow for continued services for the interim Corporate Compliance Officer and to add additional services which include an interim Emergency Department Nursing Director and also a Consultant for Multi-Specialty Outpatient Clinic as per the attached "Exhibit A-5", with a \$392,800 increase for a revised total Agreement amount not to exceed \$1,020,600.

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 Original Agreement and in Amendments Nos. 1, 2, 3 and 4 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-5 as per Amendment No. 5 attached hereto this Amendment No. 5. The***

total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,020,600."

2. ***"TERM OF AGREEMENT" shall be amended to the following; "The term of this Agreement is January 1, 2014 to March 31, 2016 unless sooner terminated pursuant to this Agreement."***
3. ***"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"***
4. ***If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 5, the provisions of this Amendment No. 5 shall govern.***

This space left blank intentionally

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary R. Gray, DO, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 9/1/15

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 9-2-15

CONTRACTOR

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

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

[Signature]
Name and Title

Date: 9/1/15

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

Jacob Kupietzky, CEO
Name and Title

Date: 9/1/15

***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-5 per Amendment No. 5

Natividad Medical Center Service Agreement with HealthCare Transformation, LLC

Date: September 1, 2015

Interim Position: Emergency Department Nursing Director

Estimated Start Date: TBD End Date: TBD (Agreement term ends 3/31/16 per Amendment No. 5)

Assignment duration: One 13-week period 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 should a permanent placement be made or should it determine that services are no longer needed.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill NMC at the rate of \$8400 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..

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.

Other Fees: 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.

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EXHIBIT A-5 per Amendment No. 5

Natividad Medical Center Service Agreement with HealthCare Transformation, LLC

Date: July 16, 2015

Interim Position: Consultant for Multi-Specialty Outpatient Clinic

Estimated Start Date: 8/31/15

End Date: 02/26/15

Assignment duration: One 13-week period 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 should a permanent placement be made or should it determine that services are no longer needed.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill NMC at the rate of \$8900 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 Amendment No. 5 shall not exceed \$231,400 for 8/31/15 through 02/26/16.

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.

Other Fees: 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.

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EXHIBIT A-5 per Amendment No. 5

Natividad Medical Center Service Agreement with HealthCare Transformation, LLC

Date: July 16, 2015

Interim Position: Corporate Compliance Officer

Start Date: 8/1/15 End Date: 10/31/15

Assignment duration: Up to a 13-week term (no guaranteed maximum) during which NMC may opt to end the term early should a permanent placement be made during this period.

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 Amendment No. 5 shall not exceed \$114,400 for 8/1/15 through 10/31/15.

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.

Other Fees: 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.