



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066

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A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16297 ; Amendment No.: 2

Authorize the Chief Executive Officer for Natividad or his designee to execute amendment No. 2 to the agreement with Healthcare Transformation, Inc. dba HCT Executive Interim Management and Consulting for interim management services, including but not limited to Nursing Directors, Executive Interim Leadership, Clinic Services Management and Ancillary Management extending the agreement one (1) year period (November 28, 2024 through November 27, 2025) for a revised full agreement term of November 28, 2022 through November 27, 2025, and adding \$250,000 for a revised total agreement amount not to exceed \$850,000.

PASSED AND ADOPTED on this 12th day of November 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, 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 82 for the meeting November 12, 2024.

Dated: November 18, 2024

File ID: A 24-498

Agenda Item No.: 33

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN HEALTHCARE TRANSFORMATION, INC. dba HCT EXECUTIVE INTERIM
MANAGEMENT AND CONSULTING
AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
INTERIM MANAGEMENT SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on November 28, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Healthcare Transformation, Inc. dba HCT Executive Interim Management and Consulting (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Healthcare Transformation, Inc. dba HCT Executive Interim Management and Consulting with a term November 28, 2022 through November 27, 2024 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 23, 2023 via Amendment No. 1 with no changes to the term or scope of work and to add an additional \$500,000 thereby increasing the total Agreement amount not to exceed \$600,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through November 27, 2025 for a revised full Agreement term of November 28, 2022 to November 27, 2025 to allow for services to continue with no changes to the original scope of work or payment provisions with a \$250,000 increase for a revised new total Agreement amount not to exceed \$850,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$850,000.”
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from November 28, 2022 through November 27, 2025 unless sooner terminated pursuant to the terms of this Agreement.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set

Agreement No.: A-16297

forth in the Agreement and in Amendment No. 1.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when both parties have signed.

Agreement No.: A-16297

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

DocuSigned by:
 By: Charles Harris
 4E1F837D204E481...
 Charles R. Harris, CEO

Date: 11/20/2024 | 8:07 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
 By: Stacy Saetta
 696D21D44C4341D...
 Monterey County Deputy County Counsel

Date: 10/9/2024 | 4:22 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
 By: Patricia Ruiz
 E79EF64E57454F6...
 Monterey County Deputy Auditor/Controller

Date: 10/16/2024 | 8:03 AM PDT

CONTRACTOR

Healthcare Transformation, Inc. dba HCT Executive
 Interim Management and Consulting
CONTRACTOR's Business Name
 See instructions below

By: A. Meulemans
 Amanda Meulemans (Sep 24, 2024 08:51 CDT)
 (Signature of: Chair, President, or Vice-President)

Amanda Meulemans; VP of Business D
 Name and Title

Date: 24/09/24

By: Diane Cuellar
 (Signature of: Secretary, Asst. Secretary, CFO,
 Treasurer, or Asst. Treasurer)

Diane Cuellar, COO
 Name and Title

Date: 24/09/24

*****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).