

Agreement No.: A-16297

**AMENDMENT NO. 3
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. 3 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 to provide healthcare industry market research design, analysis, support, training and consulting services 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 amended the Agreement on November 20, 2024 via Amendment No. 2 to extend the term for an additional one (1) year period through November 27, 2025 with no changes to the original scope of work with a \$250,000 increase for a revised new total Agreement amount not to exceed \$850,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend it for an additional one (1) year period (November 28, 2025 through November 27, 2026) for a revised full Agreement term of November 28, 2022 to November 27, 2026 to allow for services to continue with revisions to the scopes of work attached hereto as “Exhibit A-3 as per Amendment No. 3” and Exhibit B-3 Rate schedule attached here to as " Exhibit B-3 Rate schedule as per Amendment No. 3. with a \$300,000 increase for a revised new total Agreement amount not to exceed \$1,150,000.

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, Amendment No. 2 and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the Contractor in accordance with payment provisions set forth in Exhibit A-3 plus Exhibit B-3 as per Amendment No. 3 attached hereto this Amendment No. 3 The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,150,000.”

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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, 2026 unless sooner terminated pursuant to the terms of this Agreement.”
3. The first sentence of Paragraph titled, “SCOPE OF SERVICES AND 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 B: Rate Schedule~~
Exhibit A-3: Scope of Services /Payment Provisions as per Amendment No. 3
Exhibit B-3: Rate Schedule as per Amendment No. 3***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1 and Amendment No. 2
5. A copy of this Amendment No. 3 shall be attached to the Agreement.
6. This Amendment No. 3 shall be effective when both parties have signed.

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IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No.3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
 Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

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

Date: 11/4/2025 | 3:21 PM PST

APPROVED AS TO FISCAL PROVISIONS

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

Date: 11/5/2025 | 10:03 AM PST

CONTRACTOR

Healthcare Transformation, Inc. dba HCT Executive
 Interim Management and Consulting

CONTRACTOR's Business Name

See instructions below

Signed by:
 By: [Signature]
37E02667C7M78
 (Signature of: Chair, President, or Vice-President)

Amanda Meulemans, VP of Business Development

 Name and Title

Date: 11/3/2025

Signed by:
 By: Diane Cuellar
803A28CA98C14B2...
 (Signature of: Secretary, Asst. Secretary, CFO,
 Treasurer, or Asst. Treasurer)

Diane Cuellar COO

 Name and Title

Date: 11/3/2025

*****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-3: Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide interim management or Supervisory services to COUNTY to supplement its workforce. CONTRACTOR shall supply interim personnel who will have titles designated by COUNTY and who will work under COUNTY's direction, control, and supervision. CONTRACTOR provides services, whether directly or by a subcontractor, to COUNTY as defined in this Agreement.

II. CONTRACTOR Obligations:

A. THE PROFESSIONAL INTERIMS

1. CONTRACTOR is the employer of record for all of the persons, including employees or subcontractors, that CONTRACTOR sends to supplement COUNTY workforce (hereinafter "Professional Interim(s)").
2. CONTRACTOR will directly pay the wages and benefits, if any, of the Professional Interims and will reimburse the Professional Interims for expenses incurred during the assignment that are reimbursable pursuant to CONTRACTOR's policies, which may be changed by CONTRACTOR at any time.
3. COUNTY shall not discuss with any Professional Interim the amount of any compensation paid or to be paid to any Professional Interim by CONTRACTOR or the benefits, if any, provided or to be provided to any Professional Interim by CONTRACTOR.
4. CONTRACTOR shall only send persons to work at COUNTY premises who have been approved by COUNTY for the assignment and meet the competencies that were determined by the COUNTY prior to the search beginning. Professional interims may be employees of CONTRACTOR or independent contractors.
5. For each such person, CONTRACTOR and COUNTY will execute an addendum to this contract entitled Confirmation Letter for Individual Assignment in the form attached hereto as **EXHIBIT C ("Confirmation Letter for Individual Assignment")** that will confirm the weekly billing rate for each such person.
6. All CONTRACTOR employees are considered exempt, and therefore not eligible for overtime pay or holiday pay during any assignment.
7. CONTRACTOR shall provide COUNTY with a background review for each Professional Interim pursuant to **EXHIBIT D ("Professional Interim Background Review")** hereto.

B. PERFORMANCE

If COUNTY is dissatisfied with any Professional Interim, COUNTY shall give CONTRACTOR written notice of such dissatisfaction and the reason(s) therefore. Upon CONTRACTOR's receipt of such notice in writing, COUNTY designated supervisor of the Professional interim and CONTRACTOR shall, by the end of the second business day following the day on which the notice is received, jointly prepare a written improvement plan for the Professional Interim. If, between 14 and 28 days after agreement on the improvement plan, COUNTY gives written notice to CONTRACTOR that the Professional Interim is still not performing at an acceptable level, the COUNTY shall have the right to end the engagement. In addition, COUNTY shall pay CONTRACTOR the cost of the replaced Professional Interim's travel home upon his or her replacement.

C. WORK SCHEDULE

During each two-week (80 hours) period of each Professional Interim's assignment with COUNTY, the Professional Interim's work schedule will be Monday through Friday of the first week and Monday through Thursday of the second week to allow the Interim Professional the opportunity to travel home during a three-day weekend once every other week. Each Professional Interim shall have the option of working on any Friday that would otherwise have been a day off, and instead accruing that day off for use at another time or times. Use of such accrued time off shall be coordinated between the Interim Professional and the person designated by COUNTY as the Interim Professional's direct supervisor. The person designated by COUNTY as the Interim Professional's direct supervisor shall have the right to withhold agreement to the use of accrued time off on dates proposed by the Interim Professional, but such agreement may not be unreasonably withheld. Each Professional Interim will have the option of working or not working on each federal holiday. If a Professional Interim elects not to work on a federal holiday, COUNTY shall prorate CONTRACTOR's compensation accordingly to account for the day not worked. . If a Professional Interim chooses to work on a federal holiday, COUNTY shall pay CONTRACTOR the regular amount it would have been obligated to pay for a normal workday on which the Professional Interim provided services to COUNTY. In the event that an alternate work schedule is agreed to in advance of an assignment being booked, the alternate schedule will be listed and agreed to on the **EXHIBIT C "Confirmation Letter for Individual Assignment"** the particular assignment in question.

D. ORIENTATION

CONTRACTOR encourages COUNTY to orient staff to the relevant unit, setting or program-specific policies and procedures.

E. REASSIGNMENT

The reassignment of staff will only be allowed if mutually agreed upon between the Professional Interim, the COUNTY and CONTRACTOR. Professional Interims may only be reassigned to areas of practice within their clinical competence.

III. COUNTY Obligations:

A. REPORTING OF INCIDENTALS INVOLVING STAFF

COUNTY shall report to CONTRACTOR any unexpected incident known to involve any assigned Professional Interim. These include, but are not limited to, errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to assignment Professional Interims, and any safety hazards known to be related to the Services provided by CONTRACTOR's Professional Interims if the incident may have an adverse impact on the Customer or Agency.

B. EMPLOYMENT OR PLACEMENT OF PROFESSIONAL INTERIM BY COUNTY

If, within one year of the last day on which any Professional Interim supplied to COUNTY by CONTRACTOR completes his or her assignment with COUNTY, COUNTY (a) employs or otherwise engages (e.g., as an independent contractor) such Professional Interim either directly or through any person or entity other than CONTRACTOR or (b) refers or identifies such Professional Interim to any other person or entity that employs or otherwise engages (e.g., as an independent contractor) such Professional Interim other than through CONTRACTOR, COUNTY shall pay CONTRACTOR an amount equal to 15% of each such person's total compensation for the first year of such new employment or engagement.

IV. OTHER TERMS AND CONDITIONS ASSOCIATED WITH TEMPORARY EMPLOYEES:

- a. CONTRACTOR shall identify in writing to NMC any individual with prior PERS affiliation who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- b. CONTRACTOR shall identify in writing to NMC any PERS annuitant who is sent to report for NMC service under the AGREEMENT, at least two days prior to the individual being assigned by CONTRACTOR for service to NMC.
- c. The term "identify" is defined for purposes of this section to include both (1) the CONTRACTOR's employee name and (2) the last four digits of the employee's Social Security Number.
- d. The term "PERS affiliation" is defined for purposes of this section to mean the CONTRACTOR's employee had previously worked for a governmental entity that participates or participated in CalPERS.
- e. Should CONTRACTOR fail to properly identify a PERS annuitant or a CONTRACTOR employee with prior PERS affiliation, CONTRACTOR shall be

held responsible for any costs assessed, or eligible to be assessed, by CalPERS relating to the assignment to the County of such individual.

- f. The term “PERS annuitant” is defined for purposes of this section as a person who has retired from a CalPERS agency and who is receiving a retirement allowance from CalPERS.
- g. **TEMPORARY EMPLOYMENT ASSIGNMENT:** CONTRACTOR shall be responsible for tracking cumulative hours per employee for all assignments at NMC. CONTRACTOR shall notify the NMC Assistant Administrator bouyeaj@natividad.com when an individual employee’s hours working for the NMC are approaching 650 hours in a fiscal year (7/1-6/30).
- h. **An employee of the CONTRACTOR shall not be assigned to work at the NMC for more than 720 hours in a fiscal year (7/1-6/30).**
- i. **NMC nor the County of Monterey shall not pay CONTRACTOR for services rendered beyond 720 hours per fiscal year.**

V. Pricing/Fees:

- a. **Additional Payment Provisions:** CONTRACTOR shall provide an invoice for services rendered showing services were performed, the County Purchase Order Number, the position and a copy of the timecard for each employee of the CONTRACTOR. 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.
- b. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other COUNTY for the same services performed by the same individuals.
- c. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- d. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- e. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

EXHIBIT B-3 – RATE SCHEDULE

Title / Specialty	Weekly Min	Weekly Max
Manager, Clinical & Non-Clinical, Supervising Nurse (includes ICP, Quality Analyst, CDI, Medical Staff Office.)	\$7,000	\$9,000
Clinical Nurse Specialists (All Specialties)	\$7,500	\$9,500
Director, Clinical & Non-Clinical	\$ 8,300	\$10,200
CNO/CCP/VP, COO, CFO/VP Finance, Patient Care Services	\$8,400	\$12,400

PROFESSIONAL FEES STATED ABOVE ARE ALL INCLUSIVE.