

**AMENDMENT NO. 11  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CYNTHIA HARLOWE, AND  
NATIVIDAD MEDICAL CENTER  
FOR  
PROFESSIONAL CONSULTING SERVICES**

This Amendment No. 11 to the Professional Services Agreement ("Agreement"), dated July 1, 2009 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Cynthia Harlowe, (hereinafter "CONTRACTOR"), with respect to the following:

**RECITALS**

WHEREAS, the Professional Services Agreement was executed for Professional Consulting Services with a one year term and a total Agreement amount not to exceed \$25,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on February 1, 2010 to increase the total agreement amount to \$50,000 via Amendment No. 1; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2010 to extend the term for an additional twelve month period through June 30, 2011 and increase the total agreement amount to \$100,000 via Renewal Amendment No.2; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on February 1, 2011 to increase the total agreement amount to \$150,000 via Amendment No. 3; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2011 to extend the term for an additional twelve month period through June 30, 2012 and increase the total agreement amount to \$200,000 via Amendment No. 4; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on November 1, 2011 to increase the total agreement amount to \$215,000 via Amendment No. 5; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2012 to extend the term for an additional twelve month period through June 30, 2013 and increase the total agreement amount to \$240,000 via Amendment No. 6; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 1, 2013 to extend the term for an additional twelve month period through June 30, 2014 and increase the total agreement amount to \$265,000 via Amendment No. 7; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on June 1, 2014 to extend the term for an additional twelve month period through June 30, 2015 and increase the total agreement amount to \$422,000 via Amendment No. 8; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on November 15, 2014 to increase the total agreement amount to \$723,000 via Amendment No. 9; and

WHEREAS, NMC and CONTRACTOR amended the Agreement effective on July 28, 2015, to extend the term for an additional three (3) year term period through June 30, 2018 and increase the total agreement amount to \$1,473,000 via Amendment No. 10; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through June 30, 2019 to allow for continued services with a \$324,000 increase for a total agreement amount not to exceed \$1,797,00 via Amendment No. 11.

## 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 Amendment No's 1-10 incorporated herein by this reference, except as specifically set forth below.

1. Section 1 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:  
*"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,797,000."*
2. The first sentence of Section 2 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:  
*"The term of this Agreement is from July 1, 2009 through June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement"*
3. A copy of this amendment No. 11 shall be attached to the Original Agreement.

*This space left blank intentionally*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment. 11 on the basis set forth in this document and have executed this Amendment No. 11 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: AB \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 1-24-18

**APPROVED AS TO FISCAL PROVISIONS**

By: [Signature] \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 1-26-18

**CONTRACTOR**

CYNTHIA HARLOWE, MSN, CPHQ  
CONTRACTOR's Business Name  
\*\*\*See instructions below\*\*\*

By: Cynthia Harlowe, MSN, CPHQ  
(Signature of: Chair, President, or Vice-President)

HEALTHCARE CONSULTANT  
Name and Title

Date: 1/8/2018

By: \_\_\_\_\_  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

\_\_\_\_\_  
Name and Title

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 (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).