



# Monterey County

## Board Order

168 West Allsal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Agreement No.: A-11938

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 9 to the Agreement (A-11938-MYA255) with Cynthia Harlowe for Professional Consulting Services at NMC, for the period November 15, 2014 through June 30, 2015 (no change to current term) and adding \$301,000 for a revised total Agreement amount not to exceed \$723,000 in the aggregate.

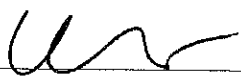
PASSED AND ADOPTED on this 13th day of January 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Philips, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, 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 77 for the meeting on January 13, 2015.

Dated: January 15, 2015  
File ID: A 14-274

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy

**AMENDMENT NO. 9  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Cynthia Harlowe AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Professional Consulting Services**

This Amendment No. 9 to Professional Services Agreement ("Agreement"), dated July 1, 2009 , is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on February 1, 2010 via Amendment No. 1, and on July 1, 2010 via Amendment No. 2, and on February 1, 2011 via Amendment No. 3, and on July 1, 2011 via Amendment No. 4, and on November 1, 2011 via Amendment No. 5, and on July 1, 2012 via Amendment No. 6, and on July 1, 2013 via Renewal and Amendment No. 7, and on June 1, 2014 via Amendment No. 8.

**WHEREAS**, the County and Contractor wish to amend the Agreement to add additional services requested by County.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$301,000 because of the amount payable for services rendered.

**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Exhibit A to the Agreement is replaced with Amendment-9 to Exhibit A, attached to this Amendment No. 9. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-9 to Exhibit A.
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$25,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11938/MYA 255) shall not exceed the total sum of \$723,000 for the full term of the Agreement*".
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos.1, 2, 3, 4, 5, 6, 7 and 8 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 9 and all previous amendments shall be attached to the original Agreement (No. A-11938/MYA 255)
5. The effective date of this Amendment No. 9 is November 15, 2014.

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]  
Kelly O'Keefe,  
M.D., PhD, FCAP, Interim CEO

Date: 11/28/15

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]  
Anne Brereton,  
Monterey County, Deputy County Counsel

Date: 11/10/14

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]  
Gary Giboney,  
Monterey County Auditor/Controller's Office

Date: 11-10-14

Contractor

Contractor's Business Name\*\*\* (see instructions)

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

CYNTHIA HARLOWE, MSN, CPHQ  
Name and Title

Date: 8/28/14

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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

# **Amendment-9 to EXHIBIT A**

## **Ferguson, Harlowe, & Associates**

Contractor will perform professional consulting services July 2014 through June 2015 as outlined below:

- A. Provide on-site and off-site consulting services.
- B. Assist Natividad Medical Center in completing and scoring the annual Joint Commission Intra-Cycle Monitoring (ICM) Focused Standards Assessment (FSA), identifying risk points, providing input on establishing action plans and monitoring measures, and supporting continuous survey readiness.
- C. Address each functional area within the current Joint Commission Manual to include the Patient Safety Goals as applicable to each care setting, new Medication Use Standards, review of Environment of Care and Emergency Management standards updates and interpretations, Medical Staff Standards and Natividad Medical Center's risk areas as defined by the Joint Commission.
- D. Conduct appropriate interviews with leader or representative for each of the functional areas, in accordance with the CAMH manual, who can discuss the activity and responsibilities of the functional area and has responsibility to implement an action plan for compliance.
- E. Conduct interview(s) with representative who can describe the medical staff peer review process and the medical staff's involvement in performance improvement.
- F. Utilize appropriate staff interviews, document review, tracers, observation of practices, review of systems and processes, and medical record review to complete the ICM FSA process.
- G. Complete a review of the Environment of Care Committee (EOCC), their functions, processes, and areas of responsibility.
  - Develop a redesign of the EOCC reporting processes and performance measures to facilitate compliance with TJC and the CMS Conditions of Participation.
  - Design and provide support for the implementation of the environmental risk evaluation program database specific to the departments and services of NMC.
  - Complete a review of the Maintenance Connection Preventive Maintenance (PM) system.
  - Review and redesign the preventive maintenance program specific to the equipment and systems of NMC and provide support for the implementation of the redesigned program.
  - Provide ongoing support of the EOCC and PM program as requested by the Engineering department and the NMC Administrative team.
- H. Complete a review of the Mental Health Unit (MHU) policies, procedures, and current practices.

- Utilize appropriate staff interviews, document review, tracers, observation of practices, and review of systems and processes to complete a MHU specific safety risk assessment.
- Develop risk reduction strategies based on the findings of the safety risk assessment for consideration by the NMC leadership team.
- Develop MHU policies and procedures consistent with TJC and the CMS Conditions of Participation.
- Evaluate the Occupational Therapy (OT) MHU program.
- Design an OT program consistent with the requirements of TJC and the CMS.
- Provide ongoing support to the MHU program as requested by the MHU Director and Chief Nursing Officer.

County will pay contractor a fee of two-thousand five hundred dollars (\$2,500.00) per day to include all expenses, with offsite time billed at two hundred fifty dollars (\$250.00) per hour. Physician oversight time will be billed at three hundred dollars (\$350.00) per hour. Data /clerical support time will be billed at twenty dollars (\$20.00) per hour.