

**AMENDMENT NO. 8
TO AGREEMENT
BETWEEN Cynthia Harlowe AND
THE COUNTY OF MONTEREY
ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting Services**

This Amendment No. 8 to the Agreement (the "Amendment") between the County of Monterey ("County"), on behalf of Natividad Medical Center ("NMC") and **Cynthia Harlowe** ("Contractor") is entered into with respect to the following:

RECITALS

WHEREAS, NMC and Contractor entered into an Agreement dated July 1, 2009.

WHEREAS, the parties amended the Agreement previously on February 1, 2010 via Amendment No. 1; on July 1, 2010 via Amendment No. 2; on February 1, 2011 via Amendment No.3; on July 1, 2011 via Amendment No. 4; on November 1, 2011 via Amendment No. 5; on July 1, 2012 via Amendment No. 6; and July 1, 2013 via Renewal Amendment No. 7, (collectively, the "Agreement").

WHEREAS, the parties wish to amend the Agreement to extend the term allowing existing services to continue and to add to the amount payable due to the increased amount of services provided and to pay for services provided during the extended term.

AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (A-11938/MYA255).
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 (A-11938/MYA255) shall not exceed the total sum of \$422,500 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2009 to June 30, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2009 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, 6 and 7 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (A-11938/MYA255).
6. The effective date of this Amendment is June 1, 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: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

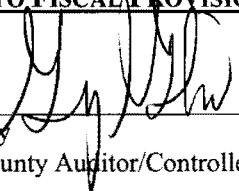
Date: 4/15/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: 4/21/14

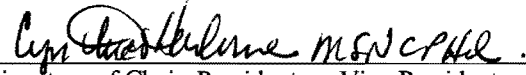
APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 4-21-14

Contractor

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

 _____
Signature of Chair, President, or Vice-President

CYNTHIA HARLOWE, MSN, CPHQ.
Name and Title

Date: 4/14/14

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective June 1, 2014 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and **Cynthia Harlowe** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) upon twenty (20) business days' prior written request, make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) business days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) business days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon twenty (20) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon twenty (20) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) business days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

CYNTHIA HARLOWE
P.O. Box 3209 FAYETTEVILLE, CA 92549
Attn: _____
Tel: 541-390-3591
Fax: _____

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. The parties agree that Section __ of the Agreement between the Parties shall control in the event of a claim, loss, or material breach of this Agreement by either Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

[BUSINESS ASSOCIATE]

By: [Signature]
Print Name: Henry Jones
Print Title: CEO
Date: 4/15/14

[COVERED ENTITY]

By: [Signature]
Print Name: CYNTHIA HARLOWE, MSN, CPHQ
Print Title: HEALTHCARE CONSULTANT
Date: 4/16/14

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Cynthia Harlowe AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting Services**

This Amendment No. 7 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, on July 1, 2010 via Amendment No. 2, on February 1, 2011 via Amendment No.3, on July 1, 2011 via Amendment No.4, on November 1, 2011 via Amendment No.5, and on July 1, 2012 via Amendment No.6; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the amount payable for services rendered.

AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA255).
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. (MYA255) shall not exceed the total sum of \$265,000 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2009 to June 30, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2009 to June 30, 2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, and 6 are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 7 and all previous amendments shall be attached to the original Agreement (No. MYA255).
6. The effective date of this Amendment is July 1, 2013.

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: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 5/8/13

APPROVED AS TO LEGAL PROVISIONS

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

Date: May 15, 2013

APPROVED AS TO FISCAL PROVISIONS

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

Date: 5/16/13

Contractor

CYNTHIA E. HARLOWE MSN, CPAQ.
Contractor's Business Name*** (see instructions)

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

CYNTHIA E. HARLOWE HEALTHCARE CONSULTANTS
Name and Title

Date: 4/29/13

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)

MONTEREY COUNTY BOARD OF SUPERVISORS

A12-
021

MEETING:	May 8, 2012	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11938) with Cynthia Harlowe for Consulting Services at NMC, extending the Agreement to June 30, 2013 and adding \$25,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$240,000 in the aggregate.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11938) with Cynthia Harlowe for Consulting Services at NMC, extending the Agreement to June 30, 2013 and adding \$25,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$240,000 in the aggregate.

SUMMARY/DISCUSSION:

NMC is accredited by the Joint Commission, a non-profit organization that accredits over 18,000 healthcare organizations and programs in the United States. The accreditation process includes ongoing compliance with the Joint Commission standards which are designed to help organizations improve the safety and quality of care, treatment and services, an annual self-assessment for compliance with all standards, and an onsite survey every three years. The hospital must complete an annual self-assessment as required by the Joint Commission November 2012.

Cynthia Harlowe has provided onsite consulting services for Joint Commission survey preparation and the actual survey for NMC for over 16 years. NMC has performed well in all six onsite surveys where she provided consultation services. Her current agreement provides for onsite consulting services to assist NMC in completing and scoring the annual self-assessment and in providing input on establishing action plans for maintaining compliance with all standards.

The recommendation is that the dollar amount for the agreement with Cindy Harlowe be increased by \$25,000 for Fiscal Year 2013 for a total of \$240,000 in the aggregate.

Commercial General Liability and Auto Insurance Endorsement requirements are waived for this vendor under this Agreement.

- Vendor has no vendor-owned fleet of vehicles.

Worker's Compensation Insurance Exemption

Contractor is the sole provider of services with no permanent or temporary workers. Accordingly, Worker's Compensation Insurance is not required.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment is \$25,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Jane Finney, Quality Administrator, 783-2502
Harry Weis, Chief Executive Officer, 783-2124

Attachments: Agreement, Amendments 1, 2, 3, 4, 5 and 6



Monterey County

168 West Alisal Street
1st Floor
Salinas, CA 93901
831.755.5041

Board Order Agreement No.: A-11938

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

Authorized the Purchasing Manager for National Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11938) with Cynthia Hadowe for Consulting Services at NMC for Joint Commission accreditation consulting services, extending the Agreement to June 30, 2013 and adding \$25,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$240,000 in the aggregate.

PASSED AND ADOPTED on this 8th day of May 2012, by the following vote: 10-0-0.

AYES: Supervisors Armenta, Calcagno, 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 76 for the meeting on May 8, 2012.

Dated: May 15, 2012
File Number: A-12-021

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

By Danielle Hernandez
Deputy

**AMENDMENT NO. 6
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Cynthia Harlowe AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting Services**

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe (Contractor), hereby agree to amend their Agreement (No. A-11938) on the following terms and conditions:

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

WHEREAS, the County and Contractor amended the Agreement previously on February 1, 2010 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, on February 1, 2011 via Amendment No.3, on July 1, 2011 via Amendment No.4 and on November 1, 2011 via Amendment No. 5.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No A-11938).
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) shall not exceed the total sum of \$240,000 for the full term of the Agreement.*"
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1 2009 to June 30, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2009 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4 and 5 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-11938).
6. The effective date of this Amendment is July 1, 2012.

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.

CONTRACTOR

Signature 1 Cynthia E. Hallone

Dated 3/11/2012

Printed Name CYNTHIA E. HALLONE

Title HEALTHCARE CONSULTANT

Signature 2 _____

Dated _____

Printed Name _____

Title _____

*****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. 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. 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.

NATIVIDAD MEDICAL CENTER

Signature [Signature]
Purchasing Manager

Dated 5-9-12

Signature [Signature]
NMC - CEO

Dated 3/15/12

Approved as to Legality and Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 3/29, 2012

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey 4/2/12

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	December 6, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (A-11938) with Cynthia Harlowe for Professional Consulting Services at NMC, adding \$15,000 for Fiscal Year 2011-12, for a total contract amount not to exceed \$215,000 in the aggregate.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (A-11938) with Cynthia Harlowe for Professional Consulting Services at NMC adding \$15,000 for Fiscal Year 2011-12, for a total contract amount not to exceed \$215,000 in the aggregate.

SUMMARY/DISCUSSION:

NMC is accredited by the Joint Commission, a non-profit organization that accredits over 18,000 healthcare organizations and programs in the United States. The accreditation process includes ongoing compliance with the Joint Commission standards which are designed to help organizations improve the safety and quality of care, treatment and services, an annual self-assessment for compliance with all standards, and an onsite survey every three years. The hospital will be surveyed by the Joint Commission during the calendar year 2011.

Cynthia Harlowe has provided onsite consulting services for Joint Commission survey preparation and the actual survey for NMC for over 15 years. NMC has performed well in all five onsite surveys where she provided consultation services. Her current agreement provides for onsite consulting services to assist NMC in completing, scoring the annual self-assessment, in providing input on establishing action plans for maintaining compliance with all standards and providing on-site assistance for the actual survey. Because the hospital will be surveyed during Fiscal Year 2011/12, there is a need to continue to contract for Cynthia Harlowe's consulting services.

The recommendation is that the dollar amount for the agreement with Cindy Harlowe be increased by \$15,000 for Fiscal Year 2012 and therefore a total of \$215,000 for the 2-year contract. The increase is necessary because of the need for additional on-site services associated with an unscheduled, Joint Commission case review.

OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$15,000 and is included in the 2011/2012 Fiscal Year Adopted Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Jane Finney, 755-4095
October 18, 2011

Harry Weis
Chief Executive Officer

Attachments: Amendments #1, 2 & 3, 4, 5, Original Agreement, Board Order

**Before the Board of Supervisors in and for the
County of Monterey, State of California.**

Agreement No. A-11938

Authorize the Purchasing Manager for Natividad)
 Medical Center (NMC) to execute Amendment No. 5)
 to the Agreement (A-11938) with Cynthia Harlowe for)
 Professional Consulting Services at NMC in an)
 amount not to exceed \$215,000 in the aggregate and)
 \$65,000 for the period July 1, 2011 to June 30, 2012...)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No.5 to the Agreement (A-11938) with Cynthia Harlowe for Professional Consulting Services at NMC in an amount not to exceed \$215,000 in the aggregate and \$65,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 6th day of December, 2011, by the following vote, to-wit:

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

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 75 for the meeting on December 6, 2011.

Dated: December 13, 2011

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

By Denise Hancock
 Deputy

AMENDMENT NO. 5
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Cynthia Harlowe AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting Services

The parties to Professional Service Agreement, dated July 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe (Contractor), hereby agree to amend their Agreement No. (A-11938) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11938).
2. This Amendment shall become effective on November 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-11938) shall not exceed the total sum of \$215,000 for the full term of the Agreement and \$65,000 for fiscal year 2011-12.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11938).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 Cynthia E Harlowe Dated 9/28/2011
 Printed Name CYNTHIA E. HARLOWE Title HEALTHCARE CONSULTANT
 Signature 2 _____ Dated _____
 Printed Name _____ Title _____

****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. 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. 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.*

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 1-11-12
 Purchasing Manager
 Signature [Signature] Dated 10/10/11
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
[Signature]
Assistant Controller
County of Monterey
10-13-11

Dated: 10/13, 2011

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	May 24, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement (A-11938) with Cynthia Harlowe for Professional Consulting Services at NMC in an amount not to exceed \$200,000 in the aggregate and \$50,000 for the period July 1, 2011 to June 30, 2012.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #4 to the Agreement (A-11938) with Cynthia Harlowe for Professional Consulting Services at NMC in an amount not to exceed \$200,000 in the aggregate and \$50,000 for the period July 1, 2011 to June 30, 2012.

SUMMARY/DISCUSSION:

NMC is accredited by the Joint Commission, a non-profit organization that accredits over 18,000 healthcare organizations and programs in the United States. The accreditation process includes ongoing compliance with the Joint Commission standards which are designed to help organizations improve the safety and quality of care, treatment and services, an annual self-assessment for compliance with all standards, and an onsite survey every three years. The hospital will be surveyed by the Joint Commission during the calendar year 2011.

Cynthia Harlowe has provided onsite consulting services for Joint Commission survey preparation and the actual survey for NMC for over 15 years. NMC has performed well in all five onsite surveys where she provided consultation services. Her current agreement provides for onsite consulting services to assist NMC in completing, scoring the annual self-assessment, in providing input on establishing action plans for maintaining compliance with all standards and providing on-site assistance for the actual survey. Because the hospital will be surveyed during the calendar 2011, there is a need to continue to contract for Cynthia Harlowe's consulting services.

The recommendation is that the dollar amount for the agreement with Cindy Harlowe be for 50,000 for Fiscal Year 2012 and therefore a total of \$200,000 for the 2-year contract.

OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$50,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Jane Finney, 755-4095
April 14, 2011

Harry Weis
Chief Executive Officer

Attachments: Amendments #1, 2 & 3, 4, Original Agreement, Board Order

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-11938

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment No. 4 to)
the Agreement (A-11938) with Cynthia Harlowe for)
Professional Consulting Services at NMC in an amount)
not to exceed \$200,000 in the aggregate and \$50,000 for)
the period July 1, 2011 to June 30, 2012.)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-11938) with Cynthia Harlowe for Professional Consulting Services at NMC in an amount not to exceed \$200,000 in the aggregate and \$50,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 24th day of May, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, 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 75 for the meeting on May 24, 2011.

Dated: May 24, 2011

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

By Chris A. [Signature]
Deputy

AMENDMENT NO. 4
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Cynthia Harlowe AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting Services

The parties to Professional Service Agreement, dated July 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe (Contractor), hereby agree to amend their Agreement No. (SC889) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC889).
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC889) shall not exceed the total sum of \$200,000 for the full term of the Agreement and \$50,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC889).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Cynthia Harlowe

Dated 3/21/2011

Printed Name CYNTHIA HARLOWE

Title HEALTHCARE CONSULTANT

NATIVIDAD MEDICAL CENTER

Signature [Signature]
Purchasing Manager

Dated 6-28-11

Signature [Signature]
NMC - CEO

Dated 4/15/11

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 4/13, 2011

Reviewed as to fiscal provisions

[Signature]
Auditor/Controller
County of Monterey 4-13-11

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	February 15, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement with Cynthia Harlowe for Professional Consulting Services at NMC in an amount not to exceed \$150,000 (an increase of \$50,000) for the period February 1, 2011 to June 30, 2011.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement with Cynthia Harlowe for Professional Consulting Services at NMC in an amount not to exceed \$150,000 (an increase of \$50,000) for the period February 1, 2011 to June 30, 2011.

SUMMARY/DISCUSSION:

NMC is accredited by the Joint Commission, a non-profit organization that accredits over 18,000 healthcare organizations and programs in the United States. The accreditation process includes ongoing compliance with the Joint Commission standards which are designed to help organizations improve the safety and quality of care, treatment and services, an annual self-assessment for compliance with all standards, and an onsite survey every three years. The hospital will be surveyed by the Joint Commission during the calendar year 2011.

Cynthia Harlowe has provided onsite consulting services for Joint Commission survey preparation and the actual survey for NMC for over 15 years. NMC has performed well in all five onsite surveys where she provided consultation services. Her current agreement provides for onsite consulting services to assist NMC in completing and scoring the annual self-assessment and in providing input on establishing action plans for maintaining compliance with all standards.

There is an acute need to increase the scope of Cynthia Harlowe's work because of the vacancy in the Surgical Services Nursing Director Position. Her additional work will be operational and will include assisting hospital staff in implementing process changes in the Operating Room and Outpatient Surgery areas to assure complete compliance with the Joint Commission Standards.

The recommendation is that the dollar amount for the agreement with Cindy Harlowe be increased by \$50,000 for Fiscal Year 2011 for a total of \$100,000 for fiscal year 2011 and therefore a total of \$150,000 for the 2-year contract. With the vacancy in the Surgical Services Nursing Director, there is an acute need for her services to assist staff in the Operating Room and Outpatient Surgery areas to implement process changes assuring complete compliance with the Joint Commission standards. This increase allows for an additional 20 on-site days at \$2500 per day.

NMC has completed the recruitment and hiring of a new Surgical Services Nursing Director. The new director is scheduled to start in March 2011.


OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$50,000 and is included in the 2010/2011 Fiscal Year Approved Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Jane Finney, 755-4095
January 13, 2011



Harry Weis
Chief Executive Officer

Attachments: Amendments #1, 2 & 3, Original Agreement, Board Order

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-11938
Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment #3)
to the Agreement with Cynthia Harlowe for)
Professional Consulting Services at NMC in an)
amount not to exceed \$150,000 (an increase of)
\$50,000) for the period February 1, 2011 to June)
30, 2011.....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #3 to the Agreement with Cynthia Harlowe for Professional Consulting Services at NMC in an amount not to exceed \$150,000 (an increase of \$50,000) for the period February 1, 2011 to June 30, 2011.

PASSED AND ADOPTED on this 1st day of March, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, 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 75 for the meeting on March 1, 2011.

Dated: March 1, 2011

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

By 
Deputy

**AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Cynthia Harlowe AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting Services**

The parties to Professional Service Agreement, dated July 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe (Contractor), hereby agree to amend their Agreement No. (SC889) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC889).
2. This Amendment shall become effective on February 1, 2011 and shall continue in full force until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (SC889) shall not exceed the total sum of \$150,000 for the full term of the Agreement and \$100,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC889).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Cynthia E. Harlowe

Dated 1/13/2011

Printed Name CYNTHIA E. HARLOWE

Title HEALTHCARE CONSULTANT

NATIVIDAD MEDICAL CENTER

Signature [Signature]
Purchasing Manager

Dated 3/8/2011

Signature [Signature]
NMC - CEO

Dated 1/20/11

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 1/20, 2011

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey
1-20-11

RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Cynthia Harlowe AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting SERVICES

The parties to Professional Service Agreement, dated July 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe (Contractor), hereby agree to renew their Agreement No. (BPO310) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO310).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO310) shall not exceed the total sum of \$100,000 for the full term of the Agreement and \$50,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO310).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Cynthia E. Harlowe, MEd, CPA

Dated 5/20/10

Printed Name CYNTHIA E. HARLOWE, MEd, CPA

Title Healthcare Consultant

NATIVIDAD MEDICAL CENTER

Signature [Signature]
Purchasing Manager

Dated 6/8/10

Signature [Signature]
NMC - CEO

Dated 6/14/10

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
Stacy Saelta, Deputy
Attorneys for County and NMC

Dated: 6/4, 2010

Reviewed as to fiscal provisions

[Signature]
Additor-Controller
County of Monterey

67-10

AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Cynthia Harlowe AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Consulting SERVICES

The parties to Professional Service Agreement, dated July 1, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe (Contractor), hereby agree to amend their Agreement No. (BPO #310) on the following amended terms and conditions:

1. Contractor will provide NMC with the additional scope of service as stated in Exhibit C, which shall be attached to the original Agreement No. (BPO #310).
2. This Amendment shall become effective on February 1, 2010 and shall continue in full force until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (BPO #310) shall not exceed the total sum of \$50,000 for the full term of the Agreement and \$50,000 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO #310).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Cynthia Harlowe Dated 2/17/2010
 Printed Name Cynthia Harlowe Title Homebased Consultant

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 3/18/10
 Purchasing Manager
 Signature [Signature] Dated 3/6/10
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Shay Saeidi, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
[Signature]
 Auditor-Controller
 County of Monterey
 3-18-10

Dated: 2/17 2010

NATIVIDAD MEDICAL CENTER

Ferguson, Harlowe, & Associates
EXHIBIT C

Contractor will perform professional consulting services February 1, 2010 through June 30, 2010 as outlined below:

- A. Provide on-site services, the equivalent of 20 days.
- B. Assist Natividad Medical Center in further implementation of the Joint Commission's Medical Staff Standards related to the Ongoing Professional Practice Evaluation (OPPE) and the Focused Professional Practice Evaluation (FPPE); review and revise the organization's Peer Review Policy, assist in the development of bi-annual reports for the OPPE for each physician service and assist in the development of criteria, content, and format of an FPPE.
- C. Assist Natividad Medical Center in completing and scoring the 2009 Joint Commission's Periodic Performance Review (PPR) self-assessment, provide input on establishing action plans and Measure of Success (MOS).
- D. Address each functional area within the 2009 Joint Commission Manual to include the Patient Safety Goals as applicable to each care setting, new Medication Use Standards, review of Environment of Care standards updates and interpretations, Medical Staff Standards and Natividad Medical Center's Priority Focus Areas as defined by the Joint Commission.
- E. 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.
- F. Conduct interview(s) with representative who can describe the medical staff peer review process and the medical staff's involvement in performance improvement.
- G. Utilize appropriate staff interviews, document review, tracers, observation of practices, review of systems and processes, and medical record review to complete the PPR process.

County will pay contractor fees as follows:

1. Two-thousand five hundred dollars (\$2,500.00) per day for on-site consulting services. On-site consulting fees are based on a maximum nine-hour work day. On-site services in excess of nine hours per day will be billed at the consultant's hourly rate.
2. Off-site consulting services, including review and preparation of documents and reports, will be billed at two hundred fifty dollars (\$250.00) per hour plus expenses. Expenses include transcription, supplies, and other expenses directly related to the project.
3. Physician oversight time will be billed at three hundred dollars (\$350.00) per hour. Physician oversight to include review and preparation of documents and reports.

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Cynthia Harlowe hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Professional Consulting Services

1. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$25,000

2. **TERM OF AGREEMENT.** The term of this Agreement is from Jul 1, 2009 to Jun 30, 2010 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. **PERFORMANCE STANDARDS.**

4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. 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.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless NMC and the County under this Agreement.

8. INSURANCE.

8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

8.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

8.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

9.1. Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. Maintenance of Records . CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 9.4. Access to and Audit of Records . NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 3546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
10. NON-DISCRIMINATION. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
11. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager</p> <hr/> <p style="text-align: center;">Name</p> <hr/> <p>1441 Constitution Blvd. Salinas, CA. 93906</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">831.755.4111</p> <hr/> <p style="text-align: center;">Phone</p>	<p>FOR CONTRACTOR:</p> <p style="text-align: center;">Cynthia E. Harlowe, MSN, CPHQ</p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p style="text-align: center;">1721 NW Cliffside Way Redmond, OR 97756</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">541.390.3991</p> <hr/> <p style="text-align: center;">Phone</p>
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14. **MISCELLANEOUS PROVISIONS.**

- 14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 6/18/09

By: [Signature]
Department Head (if applicable)

Date: 5/29/09

By: [Signature]
William Liff
Deputy County Counsel

Date: 6/9/09

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6-10-09

CONTRACTOR

Cynthia E. Harlowe, MSN, CPHQ

Contractor's Business Name***

Cynthia E. Harlowe, MSN, CPHQ
Signature of Chair, President, or Vice-President

Cynthia E. Harlowe, MSN, CPHQ

Name and Title

Date: May 20, 2009

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. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signatures of a partner who has authority to execute this Agreement on behalf of the partnership. 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.

NATIVIDAD MEDICAL CENTER

Ferguson, Harlowe, & Associates
EXHIBIT A

Contractor will perform professional consulting services July 2009 through December 2009 as outlined below:

- A. Provide on-site services, the equivalent of 20 days.
- B. Assist Natividad Medical Center in further implementation of the Joint Commission's Medical Staff Standards related to the Ongoing Professional Practice Evaluation (OPPE) and the Focused Professional Practice Evaluation (FPPE); review and revise the organization's Peer Review Policy, assist in the development of bi-annual reports for the OPPE for each physician service and assist in the development of criteria, content, and format of an FPPE.
- C. Assist Natividad Medical Center in completing and scoring the 2009 Joint Commission's Periodic Performance Review (PPR) self-assessment, provide input on establishing action plans and Measure of Success (MOS).
- D. Address each functional area within the 2009 Joint Commission Manual to include the Patient Safety Goals as applicable to each care setting, new Medication Use Standards, review of Environment of Care standards updates and interpretations, Medical Staff Standards and Natividad Medical Center's Priority Focus Areas as defined by the Joint Commission.
- E. 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.
- F. Conduct interview(s) with representative who can describe the medical staff peer review process and the medical staff's involvement in performance improvement.
- G. Utilize appropriate staff interviews, document review, tracors, observation of practices, review of systems and processes, and medical record review to complete the PPR process.

County will pay contractor fees as follows:

1. Two-thousand five hundred dollars (\$2,500.00) per day for on-site consulting services. On-site consulting fees are based on a maximum nine-hour work day. On-site services in excess of nine hours per day will be billed at the consultant's hourly rate.
2. Off-site consulting services, including review and preparation of documents and reports, will be billed at two hundred fifty dollars (\$250.00) per hour plus expenses. Expenses include transcription, supplies, and other expenses directly related to the project.
3. Physician oversight time will be billed at three hundred dollars (\$350.00) per hour. Physician oversight to include review and preparation of documents and reports.

BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made effective July 1, 2009 by and between the County of Monterey, a political subdivision of the State of California, on behalf of *Natividad Medical Center*, hereinafter referred to as "Covered Entity", and *Cynthia Harlowe* hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMLA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) by fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMLA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,

medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or certifying organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the stated term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or

discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

Business Associate acknowledges that Natividad Medical Center (NMC) has established a Corporate Compliance Program, and under this program NMC has developed a Code of Conduct Manual to provide guidance in the ethical and legal performance of our professional services. Business Associate further agrees to abide by all principles stated in the Code of Conduct while conducting business with Natividad Medical Center. A copy of the Code of Conduct & Principles of Compliance is available upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: Cynthia Perkins, MD, CHD

Title: _____

Title: Healthcare Consultant

Date: _____

Date: 5/22/09