

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN CYNTHIA HARLOWE AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
JOINT COMMISSION ACCREDITATION CONSULTING SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Cynthia Harlowe ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for Joint Commission accreditation consulting services with a term of July 1, 2019 through June 30, 2021 and a total Agreement amount not to exceed \$500,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through June 30, 2023 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a \$250,000 increase for the added services for a total Agreement amount of \$750,000.

AGREEMENT

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

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

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$750,000."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from July 1, 2019 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A-1 per Amendment No. 1: Scope of Services/Payment Provisions. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1 per Amendment No. 1."***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.

5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective July 1, 2021.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Saulte*
Monterey County Deputy County Counsel

Date: 5/5/2021

APPROVED AS TO FISCAL PROVISIONS

By: *gary k giboney*
Monterey County Deputy Auditor/Controller

Date: 5-5-2021

CONTRACTOR

Cynthia Harlowe

CONTRACTOR's Business Name

See instructions below

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

Cynthia Harlowe, MSN, CPHQ
Name and Title

Date: 4/28/2021

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).

Exhibit A-1 per Amendment No. 1

Scope of Services / Payment Provisions

Introduction/Background:

The healthcare industry is regulated by multiple agencies. The Joint Commission, California Department of Public Health, and Centers for Medicare and Medicaid Services each have regulations and standards that require compliance in order to maintain licensure, accreditation, and participation in federally funded programs.

Introduction/Background:

Healthcare organizations are faced with an increase in patients with mental illness requiring hospitalization. Due to the vulnerability of such patients, psychiatric units are heavily regulated. The Joint Commission, California Department of Public Health, and Centers for Medicare and Medicaid Services each have regulations and standards specific to psychiatric units that require compliance in order to maintain licensure, accreditation, and participation in federally funded programs.

I. Description of All Services to be rendered by Cynthia Harlowe ("CONTRACTOR"):

- A. CONTRACTOR shall assist and guide Natividad Medical Center ("NMC") in ongoing compliance with accreditation and regulatory requirements, as requested by NMC CEO, CQO, or designee.
- B. CONTRACTOR shall assist NMC's Mental Health Unit (MHU) in developing processes and systems to facilitate compliance with The Joint Commission standards, California Department of Public Health regulations, and Center for Medicare and Medicaid Services regulations.
- C. CONTRACTOR shall provide support and guidance to MHU Nursing Director related to specific requirements for psychiatric units and best practices for care of patients with mental illness.

11. CONTRACTOR Obligations:

- A. CONTRACTOR shall collaborate with medical staff on accreditation and regulatory issues, and CONTRACTOR shall facilitate development of action plans as necessary.
 - CONTRACTOR shall initiate face-to-face meetings with medical staff to discuss identified compliance issues.
- B. CONTRACTOR shall collaborate with leaders on accreditation and regulatory issues, and facilitate development of action plans as necessary.
 - CONTRACTOR shall initiate face-to-face meetings with leaders to discuss compliance issues.

Exhibit A-1 per Amendment No. 1

Scope of Services / Payment Provisions

- C. CONTRACTOR shall collaborate with the Psychiatry Service Chief and MHU Nursing Director on accreditation and regulatory issues, and CONTRACTOR shall facilitate development of action plans as necessary.
- CONTRACTOR shall initiate face-to-face meetings with the Psychiatry Service Chief and MHU Nursing Director to discuss identified compliance issues.
- D. CONTRACTOR shall collaborate with MHU staff on accreditation and regulatory issues, and CONTRACTOR shall facilitate development of action plans as necessary.
- CONTRACTOR shall initiate face-to-face meetings with MHU staff to discuss compliance issues.
- E. CONTRACTOR shall collaborate with the Psychiatry Service Chief, MHU Nursing Director, and MHU staff on implementing best practices for care of patients with mental illness.
- CONTRACTOR shall initiate face-to-face meetings with Psychiatry Service Chief, MHU Nursing Director, and MHU staff to discuss best practices and implementation strategies.
- F. CONTRACTOR shall formulate a timeline for specific tasks that need to be completed and CONTRACTOR shall determine resources required to achieve goals.
- G. CONTRACTOR shall provide status updates to NMC CEO, CQO, or designee on a regular basis.
- H. Metrics:
1. CONTRACTOR shall determine the degree to which the action plan outcomes were achieved, as well as the value as perceived by the participants by directly soliciting their feedback during collaboration with medical staff.
 2. CONTRACTOR shall analyze metrics for trends, concerns, questions, improvements and recommendations.
- I. After Action Report:
1. CONTRACTOR shall utilize appropriate staff interviews, document review, tracers, and observation of practices, review of systems and processes, and medical record review to facilitate development of appropriate corrective action plans for identified areas of non-compliance or opportunities for improvement.
 2. CONTRACTOR shall provide an After Action Report, identifying achievement of outcomes, and recommendation for improvement, no later than sixty (60) business days after action plan development.
- J. Deliverables:

Exhibit A-1 per Amendment No. 1

Scope of Services / Payment Provisions

Description	Deliver To	Acceptable Quality Level	Due Date
Provide input to written report on all action plans.	NMC CEO, CQO or designee	100% accurate and in accordance with all requirements	No later than 60 business days after completion of self-assessment exercise.
Provide input to the After Action Report, identifying achievement of outcomes in accordance with formal and informal participant feedback and recommendation for improvement	NMC CEO, CQO or designee	100% accurate and in accordance with all requirements	No later than 60 business days after completion of self-assessment exercise.

III. Pricing/Fees:

- For on-site consulting services, NMC will pay CONTRACTOR a fee of \$2,700.00 per day to include all expenses except for travel. For off-site consulting services, time shall be billed at \$ 270.00 per hour.
- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.