

The Greeley Company, Inc.
Consulting Services Agreement

This agreement (the "Agreement"), is made this 13th day of September, 2015 and is effective (the "Effective Date") on the date of execution, by and between The Greeley Company, Inc., a Delaware corporation, with a principal address at 75 Sylvan St., Suite A-101, Danvers, Massachusetts 01923 ("Greeley"), and County of Ventura (County), as owner and operator of Ventura County Medical Center (VCMC), and Santa Paula Hospital (SPH) (collectively, the "client").

WHEREAS, Client desires to have certain services performed by Greeley in accordance with the terms and provisions of this agreement; and,

WHEREAS, Greeley agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and intending to be legally bound, Client and Greeley agree as follows:

1. Services: The Services to be performed by Greeley under this Agreement include all services generally performed by Greeley in its usual line of business, described with particularity in the Proposal for CMS and EMTALA Survey Readiness Assistance Medication Management Assistance ("Medication Management Proposal") and the Proposal for Interim Staffing - Chief Nursing Officer ("CNO Proposal") (collectively, "Proposals"), which are attached hereto and incorporated herein.

2. Payment/Fees: The total fees for the services performed under this Agreement are set forth in the Proposals. Upon execution of this Agreement, Client shall pay to Greeley nonrefundable deposits of \$25,000 with respect to the Medication Management Proposal and \$23,000 with respect to the CNO Proposal. The deposit is payable and must be received prior to the commencement of any services. Invoices will be sent on an interim basis for professional fees, expenses, applicable sales or like-kind taxes and associated fees including, but not limited to registration or certification fees. Expenses may be invoiced separately. All invoices are due net 30. Payments can be made by check, electronic fund transfer (EFT/ACH) or by credit card (fees apply). Please note that credit card payments are subject to a 3% processing fee. Please indicate below the name, title and email address for the person who should be receiving the invoices. Invoices should be sent to: Ventura County Health Care Agency – Accounts Payable, 2323 Knoll Drive, 2nd Floor Ventura, California 93003. Additionally, the invoice should be sent to the attention of Kim Milstien at 3291 Loma Vista Road, Ventura CA 93003.

- a. Scheduled onsite visits may not be changed with less than twenty-one (21) days' notice. In the event that Client does cancel or postpone a scheduled engagement date within twenty-one (21) days, Client will be responsible for associated professional fees and any nonrefundable travel expenses.

3. Term and Termination

- a. The term of this Agreement will be thru April 30, 2016 commencing on the Effective Date.
- b. If either party shall fail to perform any of the terms, conditions, provisions or covenants in this Agreement and such default shall continue uncured for a period of thirty (30) business days after the non-defaulting party provides the defaulting party with written notice thereof, the non-defaulting party may terminate this Agreement.
- c. Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises, and/or covenants contained herein, which are expressly made to extend beyond the term, including without limitation, indemnities and confidentiality provisions.

4. Confidential Information: Information supplied by each party in the course of performing the services under this Agreement shall constitute Confidential Information. Confidential Information which is disclosed by either party to the other for the purpose of performing under this Agreement shall be protected by the receiving party and shall not be disseminated, disclosed or used for any purpose except in connection with the performance of this Agreement. However, neither party shall be required to keep confidential any information which: (a) is or becomes publicly available, (b) is already in that party's possession at the time of disclosure by the other party, (c) is independently developed by that party outside of the term or scope of this Agreement, (d) is rightfully obtained from third parties or (e) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure, if requested by disclosing party.

5. Patient Records: If the services to be provided under this Agreement include exposure to Patient Records, Greeley shall execute the appropriate Business Associate Agreement as provided by Client.

6. Intellectual Property: Each party shall retain rights and ownership of all intellectual property, including without limitation all know-how, trade secrets, copyrights, and patentable inventions relating thereto, including materials notes, designs, technical data, ideas, know-how, research, reports, documentation and other information related thereto ("Intellectual Property"), that was developed and/or purchased prior to this Agreement. Greeley shall retain ownership of all Intellectual Property made or conceived or reduced to practice or developed by Greeley during the term of this Agreement. Upon full payment by Client for the services performed under this Agreement, Greeley hereby grants to Client the perpetual, nonexclusive, nontransferable, worldwide, royalty-free right and license to use its Intellectual Property included in the deliverables under this agreement for Client's internal purposes only. Client shall have no rights to sell, license, or distribute the work products (including future modifications) to any outside party without the prior written permission of Greeley.

7. Indemnification:

- a. Each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees, agents and subcontractors (collectively, "Indemnitees") from any and all third party claims, demands, actions, causes of action, losses, judgments, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and costs of settlement) (collectively, "Losses") that any of the Indemnitees may suffer as a result of (i) the negligence or willful misconduct of the indemnifying party, or (ii) any breach by the indemnifying party of any of its representations, warranties, covenants or agreements contained in this Agreement.
- b. The party seeking to be indemnified shall promptly notify the other party within ten (10) days of any event or occurrence which could reasonably lead to a demand for money or any other remedy. The failure to provide such notice will not relieve the indemnifying party from its liability under this Agreement with respect to such claim, except to the extent the indemnifying party is prejudiced thereby. The indemnified party will have the right at its own expense to participate jointly with the indemnifying Party in the defense of any claim, demand, lawsuit or other proceeding.
- c. With respect to any claim for which the indemnifying party has acknowledged in writing its obligation to indemnify the other party, the indemnifying party will control the right to select counsel, settle, try or otherwise dispose of such claim, subject to the reasonable objection of the indemnified party.

8. Warranty/Limitation of Liability: Greeley warrants that it will perform the services under the Agreement with reasonable skill and care. This express warranty extends only to Client and not to any third parties. This express warranty is in lieu of all other warranties, either express or implied, including warranties of merchantability, non-infringement and fitness for a particular purpose. Greeley, its employees, officers, and/or directors will not be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses regardless of the form of action, damage, claim, liability, cost, or expense. Notwithstanding the above, Greeley's liability to Client in connection with the provision of the services shall not be greater than the amount paid to Greeley pursuant to this Agreement.

9. Conflict of Interest: Each party represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement and that it has not entered into any other agreements that would render it incapable of satisfactorily performing its obligations hereunder, or that would place it in a position of conflict of interest or be inconsistent or in conflict with its obligations hereunder.

10. Successors and Assigns: Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, except that either party may assign this Agreement in connection with the transfer of all or substantially all of its assets, whether by sale, merger or otherwise. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors or assigns.

11. Non-Solicitation: During the term of this Agreement and for a period of one year following the termination of this Agreement (the "Restricted Period"), Client shall not solicit for employment, induce or attempt to induce to be employed, retained or engaged, any

person who is or was during the Restricted Period an employee, consultant or independent contractor of Greeley. Nothing in this provision shall prohibit Client from making a general solicitation of employment in the ordinary course of business, such as an Open Recruitment, nor prohibit Client from employing any person who is or was during the Restricted Period an employee, consultant or independent contractor of Greeley who contacts Client as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from Client.

12. Governing Laws: The parties agree that this Agreement and interpretation thereof shall be governed, construed and performed in accordance with the laws of the state of California.

13. Force Majeure: Anything to the contrary notwithstanding, neither of the parties hereto shall be liable to the other party for any loss, injury, delay, damages or other casualty suffered or incurred by such other party due to strikes, riots, storms, fires, explosions, acts of God, war, regional or national telecommunications failures, governmental action or any other cause similar thereto, which is beyond the reasonable control of such party. Upon this circumstance arising, the non-performing party shall promptly notify the other party in writing. The non-performing party will not be liable for this delay or failure to perform its obligations, except there will be a pro rata reduction in the consideration that would otherwise be due. If the period of nonperformance exceeds thirty (30) calendar days from the receipt of notice of the force majeure event, the party whose ability to perform has not been so affected may terminate this Agreement by giving written notice.

14. Non Waiver: The waiver, express or implied, by either of the parties hereto of any right hereunder or for any failure to perform or breach hereof by the other party shall not constitute or be deemed as a waiver of any other right hereunder or of any other failure to perform or breach hereof by such other party whether of a similar or dissimilar nature thereto.

15. Independent Contractors: Each party is functioning under this Agreement solely as an independent contractor to the other and not as an agent or partner of, or joint venture with, the other. Neither party has the authority to assume any obligation or incur any liability on behalf of the other party.

16. Severability: Any provision of this Agreement which is found to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision contained in this Agreement shall be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as then in effect.

17. Notice: Any notice which either party is required or may desire to serve upon the other party must be in writing. Notice must be served (i) by personal delivery, or (ii) by depositing the same with a reputable overnight delivery service (with confirmed delivery, charge prepaid or billed to shipper). Notice must be addressed as shown in the introductory paragraph, unless a different address is designated in writing by the receiving party.

18. Entire Agreement: This Agreement is the entire agreement between the parties as to the matters covered by this Agreement and there are no other contracts, express or implied. This Agreement may only be modified by an amendment in writing signed by both parties.

The parties have caused this Agreement to be executed by their respective duly authorized representatives, as set forth below.

The Greeley Company, Inc.

County of Ventura

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Billing Contact:

Richard Whobrey
Name

Supervising Accounting Officer
Title

Richard.Whobrey@ventura.org
Email

805-677-5328
Phone Number

Invoices should be sent to: Ventura County Health Care Agency – Accounts Payable, 2323 Knoll Drive, 2nd Floor Ventura, California 93003. Additionally, the invoice should be sent to the attention of Kim Milstien at 3291 Loma Vista Road, Ventura CA 93003.



Proposal for:

**CMS and EMTALA Survey Readiness Assistance
Medication Management Assistance**

Presented to:

Ventura County Medical Center

**The Greeley Company
75 Sylvan Street, Suite A-101
Danvers, MA 01923**



Via email: Kim.Milstien@Ventura.org

Ms. Kim Milstien
CEO
Ventura County Medical Center
3291 Loma Vista Road
Ventura, CA 93003

Dear Ms. Milstien:

The following proposal summarizes our solution for your ongoing CMS and EMTALA survey readiness needs. The specifics of the project scope, approach, staffing, timing and fees are presented for your consideration.

Thank you for the opportunity for The Greeley Company to propose on this important engagement. If you have any questions, please do not hesitate to contact me at 818-772-4209. We look forward to working with you and your colleagues at Ventura County Medical Center.

Sincerely,

Terry M. Laurie
Director, Business Development

Our Understanding of the Situation

Ventura County Medical Center (VCMC) is requesting additional assistance from Greeley due to recently discovered issues of noncompliance that are related, but not necessarily limited to, the Conditions of Participation in Nursing, Pharmaceutical Services and Quality Assessment and Performance Improvement and any readiness response necessary due to the recent Emergency Medical Treatment and Active Labor Act (EMTALA) survey.

Goal

Our overall goal is to assess, help remediate and assist with solution implementation for specified Centers for Medicare & Medicaid Services (CMS) areas of non-compliance, agreed

upon by VCMC leadership and Greeley leadership, as noted above. This would include preparedness for any EMTALA resurvey assessment and implementation assistance, should this be needed, as well as issues that may drive potential CMS Condition level citations.

Scope of Services

The scope of work will focus on nursing and pharmaceutical processes related to medication management that may fall under the Nursing Services and Pharmaceutical Conditions, and other potential Condition level citations that are related to these processes (e.g., the Patient Rights, Organ Procurement, Quality Assessment/Performance Improvement). Additionally, should the organization face an EMTALA resurvey, the Greeley scope of work will include readiness assessment and solution implementation with a focus on organizational processes and practices within the Assessment and Referral and Emergency Departments, and any noncompliance identified in the survey findings.

Greeley consultants will analyze identified areas of non-compliance, providing VCMC leadership with a summary of findings and recommendations for achieving compliance. As determined by the assessment, remediation action planning, and implementation recommendations, Greeley consultants will work with VCMC staff to guide appropriate staff in designing/building processes that facilitate safe and effective practice. If necessary, monitoring of improvements implemented will be performed utilizing data collection, analysis and reporting to VCMC leadership.

Deliverables

Deliverables may include policy and procedure modifications, staff education and/or coaching, monitoring and progress reporting, issue reporting and tracking, and/or evidence book preparation.

Staffing and Timing

It is anticipated this project will require three consultants--two nurse executives and one pharmacist. One nurse executive will serve in an oversight role, primarily off-site, the other nurse consultant will work primarily on-site. The pharmacist will provide both on-site and off-site assistance. Additional consultants may perform other duties as directed by the oversight consultant (with agreement from VCMC's Chief Executive Officer), such as care facilitation and other ongoing intensive survey readiness activities.

Professional Fees and Expenses

The professional fees for this engagement will be billed at \$500.00 per hour, per compliance/nurse consultant, and \$550.00 per hour per pharmacy consultant, for on-site and off-site time, plus actual expenses. Our fees and expenses for this engagement will not exceed \$250,000 without prior written approval from VCMC. There is no guarantee that the required work will be completed within the fee and expense cap. In the event that additional fees are required to complete the scope, we will provide you with an estimate of the additional fees and seek your approval to complete the assignment. We will bill and expect payment for our professional fees and associated out-of-pocket expenses in accordance with the agreement terms below. All travel and reimbursement expenses will be paid in accordance with the Ventura County reimbursement policy.

The quote for this professional fee is valid for 45 days from the date of this proposal.

MILESTONE	PAYMENT AMOUNT
Deposit – due upon contract execution	\$ 25,000
Professional Fees and Expenses – billed weekly	\$ as incurred

Proposal for:
Interim Staffing - Chief Nursing Officer

Presented to:
Ventura County Medical Center

The Greeley Company
75 Sylvan Street, Suite A-101
Danvers, MA 01923



Via email: Via email: Kim.Milstein@Ventura.org

Ms. Kim Milstein
CEO
Ventura County Medical Center
3291 Loma Vista Road
Ventura, CA 93003

Dear Ms. Milstein:

Thank you for your interest in the services of The Greeley Company. In follow up to our recent discussion, it is my pleasure to submit this proposal outlining our recommended approach to serve your Chief Nursing Officer interim staffing needs.

Kindly confirm receipt of this proposal. To proceed with scheduling this engagement, please review the enclosed materials and sign in the appropriate area indicating your acceptance of the engagement and fees described, as well as the contract terms on pages 5-9. Please email a signed copy of the entire proposal to me at tlaurie@greeley.com. Upon receiving the signed Agreement, we will begin scheduling the engagement.

Thank you for the opportunity for The Greeley Company to propose on this important engagement. If you have any questions, please do not hesitate to contact me at 818-772-4209. We look forward to working with you, your colleagues and the physician community at Ventura County Medical Center

Sincerely,

Terry M. Laurie
Director, Business Development

Our Understanding of the Situation

Ventura County Medical Center (hereinafter VCMC) is in a transition regarding the chief nursing officer (CNO) position and has requested interim staffing assistance for this position from The Greeley Company (hereinafter Greeley).

We are pleased to submit this proposal for providing interim staffing for the CNO position.

Approach

The interim CNO will work under the direction of Ms. Kim Milstien, CEO of VCMC to assist with activities including, but not limited to:

- Organize, direct, and administer the Nursing/Patient Care Services in order to provide the level of care required by current medical and nursing standards (including directing day-to-day nursing services)
- Plan and coordinates with respective Nursing Leadership members the budgeting requirements for personnel, supplies, and equipment.
- Partner with all members of the executive leadership team to develop strategic plans, as requested and appropriate, foster relationships and enhance effective leadership
- Partner with physicians to ensure a smooth workflow
- Foster compliance with regulatory requirements
- Responsible for cost controls to insure maximum effectiveness of funds expended from the approved departmental budgets
- Initiate and participate in problem-solving and policy-forming for Nursing/Patient Care Services.
- Support and develop Nursing/Patient Care Services in the coordination of the employee selection process, work assignments, performance evaluations, and staff development for these services.

In addition to these CNO responsibilities, the interim CNO will play an active, collaborative role in supporting associated Greeley project(s) to remediate and implement sustainable solutions to your current compliance challenges.

Please note that it is VCMC's responsibility to provide orientation specific to the interim staff's responsibilities at your organization.

Timing and Staffing

We will staff this project with a Chief Nursing Officer resource on-site five days per week.

We understand you would like this assignment to begin as soon as possible and continue until VCMC provides at least 14 days advance written notice of terminating this agreement, or the contract term limit is reached.

Deliverables

We will complete the following deliverable during the course of this engagement:

NO.	DELIVERABLE	DESCRIPTION
1	Monthly Status Report	Summary of completed and ongoing activities.

Professional Fees and Expenses

Our fees for this engagement will be billed on a weekly basis at a rate of:

Professional Fees \$11,500 per week

Out-of-Pocket Expenses As incurred

Our fees and expenses for this engagement will not exceed \$359,000 without prior written approval from the County of Ventura. In the event that additional fees are required to continue to utilize our interim CNO resource, we will provide you with an estimate of the additional fees and seek your approval to extend the assignment. We will bill and expect payment for our professional fees and our associated out-of-pocket expenses in accordance with the agreement terms below. All travel and reimbursement expenses will be paid in accordance with the Ventura County reimbursement policy.

The quote for this professional fee is valid for 45 days from the date of this proposal.

Milestone	Payment Amount
Deposit – due upon contract execution Please note the deposit is retained until project completion and will be applied to the last ten days of billing for the engagement, upon receipt of the 14 days written notice of termination.	\$ 23,000
Weekly billing	\$ As incurred