

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
CORAZON INC.
FOR
Primary Stroke Program Implementation**

This Renewal and Amendment No. 1 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and CORAZON INC. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and CORAZON INC. had previously entered into an Agreement for Services (hereinafter "Agreement") on February 1, 2017 to provide Vascular, coronary, neuroInterventional and peripheral vascular services to NMC with a four (4) month term and a total Agreement amount not to exceed \$44,243; and

WHEREAS, the Agreement expired on April 30, 2017; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, retroactive April 1, 2017 and to extend the term for an additional nine (9) month period through January 31, 2018 for a revised full Agreement term of February 1, 2017 through January 31, 2018 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1" and to increase the amount payable by \$ 84,518 for a total Agreement amount of \$128,761.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from February 1, 2017 through January 31, 2018 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A and Exhibit A-1 per Renewal and Amendment No. 1, subject to the limitations set forth in this Agreement and in this RENEWAL AND AMENDMENT NO. 1. The total amount payable by NMC to CONTRACTOR shall not exceed the sum of \$128,761."
3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
Exhibit A: Scope of Services/Payment Provisions***

Exhibit A-1 per Renewal and Amendment No.1: Additional Scope of Services/Payment provisions as per Renewal and Amendment No. 1.”

4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL AND AMENDMENT, the provisions of this RENEWAL AND AMENDMENT shall govern.

Signature Page to follow

IN WITNESS WHEREOF, the Parties hereby execute this RENEWAL AND AMENDMENT NO. 1 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 11/21/17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: 11-21-17

CONTRACTOR

CORAZON, INC

CONTRACTOR's Business Name

****Signature instructions below****

By: Karen Hartman
(Signature of Chair, President, or Vice-President)

KAREN HARTMAN, PRESIDENT & CEO
Name and Title

Date: 11/9/2017

By: Ross Swanson
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

ROSS SWANSON, EXECUTIVE VP
Name and Title

Date: 11/9/17

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)

Project Management Support: *Primary Stroke Program Implementation*

Exhibit A-1 per Renewal and Amendment No. 1
Scope of Services/Payment Provisions

Presented to:

Natividad Medical Center
Salinas, California

July 25, 2017

Revised August 11, 2017

Revised October 3, 2017

Revised October 12, 2017

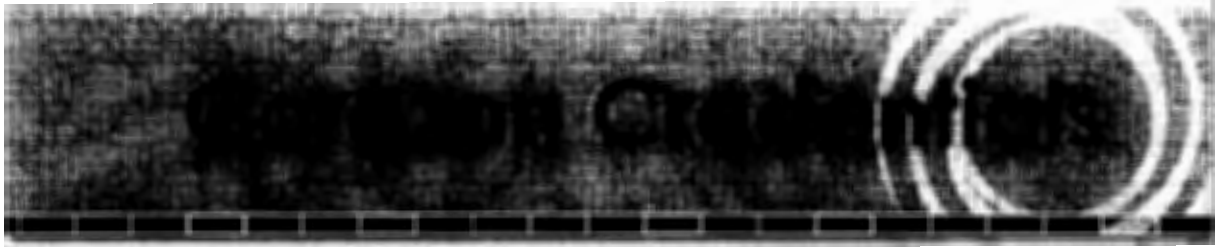
Revised October 24, 2017

MODERN HEALTHCARE
BEST PLACES TO WORK

CORAZON

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www.corazoninc.com

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Based in Pittsburgh, PA since 2001 with branch offices in Ft. Lauderdale, FL and Austin, TX, **Corazon provides niched services in the HEART, VASCULAR, STROKE, NEUROSCIENCE, SPINE & ORTHOPEDIC specialties.** Our team of experts is committed to the development of outstanding programs for hospitals, health systems, and physician practices across the country.

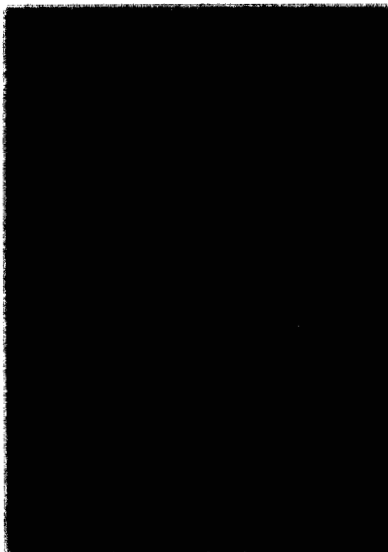
The Corazon Team brings a unique set of refined skills to all engagements:



- Integrated clinical, business, market, financial, and operational expertise - over 500 years total.
- Formal relationships with Corazon Medical Experts; physicians representing the cardiac, vascular, stroke, neuro, spine, and orthopedic fields.
- Current, in-depth knowledge of industry statistics, trends, regulations, manpower, and technology.
- Commitment to establishing long-term partnerships with clients through focused, excellent service.
- Creative problem-solving orientation and sensitivity to unique organizational needs and dynamics.



Within each clinical specialty, we offer a comprehensive range of program development and optimization services



Software Solutions

- **Cerebros Stroke Patient Management Application**
- **Corazon Essentials Online (CEO)**

Education

- **Mentorship Programs**
- **Distance Learning**
- **National Conferences**
- **Publications**

EXHIBIT A: ENGAGEMENT OVERVIEW

Corazon, Inc. is pleased to provide this proposal to provide comprehensive project management support to Natividad Medical Center (NMC) to provide fixed monthly support to drive the execution of as the design and implementation of a primary stroke program. Corazon's implementation support also includes general mentorship to the new stroke service line coordinator to ensure a seamless transition into the new role.

Corazon will utilize all findings from the strategic plan development as a basis to develop a comprehensive work plan, definitive timeline, and other documents to use as a guide for the Project Management support objectives to ensure an understanding of goals and deliverables.

This support will be provided through a regular on-site presence and back office communication to maintain ongoing momentum and focus for project objectives.

Below is a detailed description of the scope and objectives included in Corazon's Project Management support.

PRIMARY STROKE PROGRAM IMPLEMENTATION

Corazon will provide focused support for the implementation of a primary stroke program. Corazon will integrate "best practice" program design with recommendations that will best benefit the medical staff and hospital interests and preferences.

In Corazon's experience with a multitude of programs across the country, we have identified the core components of a successful implementation. This implementation has been customized to the NMC situation and includes the following activities:

- Maintain an onsite presence of up to three (3) days per month, with remote work sessions via webex in cooperation with the on-site project team(s) to support the program implementation process;
- **Provide mentorship for the permanent stroke coordinator once hired to ensure organizational goals of the position are met;**
- Ensure compliance with all guidelines and regulations outlined by the California Department of Public Health, Office of State Health Planning and Development office (OSHPAD), Monterey and San Benito Counties, The Brain Attack Coalition (BAC), The American Stroke Association (ASA), and The Joint Commission to ensure the safe, timely provision of primary stroke procedures;
- Assist with the development of multidisciplinary operational workgroups who will be charged with tactical activities key to ensuring a successful start-up as outlined in a

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Exhibit A-1 per Renewal and Amendment No. 1

- developed project workplan. Conduct Steering Committee meetings to apprise stakeholders of progress, seek input, and to ensure collaboration and project buy-in;
- Collaborate with the key Physician Leader(s) to ensure that all protocol and process design for the Primary Stroke program aligns with the medical staff capabilities, quality concerns, and interests;
 - Review plan for immediate and efficient neurosurgical and endovascular back-up to include transport protocols and timeframes, advanced life support capabilities, and a transfer agreement with a designated hospital partner as an established center for comprehensive cerebrovascular care;
 - Define the optimal patient flow across the continuum (pre-hospital services, emergency department, in-house rapid response capabilities, radiology, designated stroke inpatient unit and critical care areas to post-discharge) with consideration for location, personnel, hospital efficiencies, clinical acuity, patient and family needs, and payer constraints;
 - Review all existing policies, procedures, consents, and flowsheets required for the program. Assist with and guide the development of any additional documentation required. Collaborate with members of the medical staff and clinical management to develop standing orders and clinical pathways for efficient patient management;
 - Assist with the development of a job description for the Stroke Program Coordinator,
 - Provide input regarding the suitability of identified candidates for the permanent Stroke Coordinator role;
 - Review credentialing requirements to ensure compliance with any state and local guidelines, TJC accreditation requirements, and professional society recommendations;
 - Assist in the development of an efficient staffing model that analyzes staff mix, patterns, and roles. Revise job descriptions to address the competencies required for care of the stroke patient;
 - Assist with identification of Stroke Team Members and ensure compliance with participation requirements;
 - Ensure efficient utilization of resources and recommend process improvement strategies to allow incorporation of primary stroke program equipment/staff/facility requirements into existing infrastructure whenever possible;
 - Utilize **Cerebros, Corazon's Neurovascular Information System**, as a tool to facilitate the identification of stroke patients, guide process, expedite patient care, ensure adherence to best practice and evidence-based protocols, and allow for concurrent data collection and management through a three (3) month period with the option to subscribe to Cerebros for an annual licensing fee;
 - Assist in the development of a comprehensive patient, family, community, and pre-hospital services education plan;
 - Assist with development of primary stroke program quality structure and processes to maximize clinical, cost, and satisfaction outcomes, as well as to ensure on-going compliance with accreditation requirements;
 - Engage the multi-disciplinary teams to embed the patient experience into all aspects of the Primary Stroke program to include the development of patient flow, customer service and family interaction throughout the entire episode of care;

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Exhibit A-1 per Renewal and Amendment No. 1

- Assist with the implementation of a comprehensive pricing framework and cost management process. Advise on reimbursement, managed care contracting, coding, and billing issues;
- Conduct mock stroke alerts to further familiarize staff with process, practice, and requirements;
- Conduct a mock survey (that is typically conducted **up to two days on-site**) to assess staff readiness immediately prior to start-up followed by an interdisciplinary debriefing session to analyze performance and improve processes;
- Provide direction and sample materials related to a comprehensive marketing plan for the new program. Assist with development of a formal plan; and,
- Provide access to the **Corazon Essentials Online (CEO) Stroke Module** through the duration of this contract.

Of special note, Corazon will provide support for the education and training of direct caregivers and other affected personnel to include:

- Didactic education program for the professional staff;
- Education and outreach strategies for EMS providers;
- Focused educational session for billing and coding personnel; and,
- Whole-house program to educate all caregivers about the care of the stroke patient.

This engagement will consider "best practice" program design and recommendations related to the medical staff's and hospital's interests and preferences. The findings will be compared with industry standards and benchmarks, and information gained from national registries and Corazon's National Benchmarking Survey.

OVERALL APPROACH

Corazon will continue to work with the identified project team from the previous engagement with any necessary modifications. Following approval to proceed, the consultants will supply the Project Leader with a comprehensive information request for any additional data that may be needed for the engagement.

Corazon's Implementation Support includes a bank of **up to twelve (12) consulting days on-site**, as well as continuous back office support via web-based work sessions, conference calls, email, and other remote communication and collaboration methods. Onsite visits will typically be scheduled over two (2) days to maximize efficiency with travel and convening committee members. Corazon will customize the visit schedule based on the work plan, current situation, and needs of NMC. **Corazon anticipates the engagement will be provided over a four (4) month timeframe.**



July 25, 2017 Revised October 24, 2017

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Given the nature of the support, Corazon's support may continue on a monthly basis beyond the original timeframe until NMC provides 30 days' written notice to Corazon to cease support.

Regular contact with the Project Leader will occur to chart progress, review the project status and current issues, and secure any outstanding needs to ensure timely and accurate completion of the engagement.

Corazon Commitment to Best Practice

With authorization to proceed with this engagement, Corazon is offering a **transferrable, complimentary registration to the 2017 Corazon Conference on Sept 28-29, 2017** at the Gaylord Palms Resort & Convention Center in Orlando, Florida. Annually, Corazon sponsors at least one national conference focused on educating healthcare leaders of the activity in the heart, vascular, neuroscience, and orthopedic service lines. These conferences afford attendees a national perspective of what is currently occurring in service trends and development and what is to come.

Additionally, this offer also provides unlimited access to Corazon-sponsored webinars and audio conferences for a period of one year from the date of contract authorization.

STAFF, TIMING, and FEES



Corazon is recognized for special expertise in cardiovascular program development and brings experiences from a large number of clients to assist with this undertaking. Karen Hartman, President and CEO of Corazon, Inc., will provide strategic direction to this project. **Mr. Jim Burns and Ms. Mona Steinbeiser will provide support for the engagement.** The full Project Team will be identified as the proposal is authorized. Resumes for all Corazon Consultants can be accessed at the website at www.corazoninc.com.

The following grid outlines the fee for this engagement:

<p>Corazon's Project Management Support engagement includes:</p> <ul style="list-style-type: none"> • A bank of up to twelve (12) on-site consultant days to be used over four (4) months • Stroke Coordinator Mentorship • Work plan development • Primary Stroke Program Implementation <ul style="list-style-type: none"> ○ Mock Stroke Alerts and Mock Survey ○ Cerebros System Access ○ Corazon Essentials Online (CEO) Access 	<p style="text-align: center;">Month 1 Universal Fee: \$22,124.14</p> <p>Months 2-4 Universal Fee: \$20,798 <i>("Universal Fee" is a not-to-exceed amount inclusive of the professional fee and any out-of-pocket travel and office related expenses)</i></p>
<p>One Complimentary Registration to Corazon's 2017 Fall Conference (Sept 28-29, 2017)</p>	<p style="text-align: center;">\$0 (\$495 value)</p>
<p>Access to <u>all</u> Corazon educational audio conferences for one year from contract authorization date</p>	<p style="text-align: center;">\$0 (\$700+ value)</p>

Corazon ("County Traveler") will adhere to the travel-related guidelines identified in the Monterey County, California Travel and Business Expense Reimbursement Policy.

Payment Terms

Invoices will be directed to the attention of the Project Leader. The Project Leader shall certify the invoice(s) and submit to the County Auditor-Controller. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. All invoices will be emailed.

The first monthly invoice will be issued upon contract signature and will be in the amount of \$22,124.14. Each subsequent invoice will be in the amount of \$20,798 and will be issued monthly based upon the date of contract authorization for a minimum of four (4) months.

Upon the request of NMC, Corazon's monthly support can continue beyond the four (4) month timeframe to complete project objectives and will be assessed the universal monthly fee of \$20,798 with up to three (3) on-site days per month.

As of the effective date of this amendment, any additional on-site visits beyond those provided for in this engagement must be pre-approved in writing by NMC in the form of an addendum. Any additional on-site visits will be assessed the universal rate of \$4,624

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Exhibit A-1 per Renewal and Amendment No. 1

per consultant per day, of which is an all-inclusive rate that includes all out-of-pocket and office related expenses

The client will provide administrative support to the consulting team for any on-site days to support the productivity of overall project goals.

Any overnight shipping charges will be pre-approved by NMC and will be added to invoices. Any other services or fees outside the scope of this project will be pre-approved with the Project Leader and added to the invoice.

Any cancellation of scheduled visits must be received in the Corazon office 48 hours in advance or the client will be assessed the per diem fees for the scheduled consultants. This fee will be waived for cancellations due to inclement weather.