

**RENEWAL AND AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN THE GREELEY COMPANY AND
NATIVIDAD MEDICAL CENTER FOR
PEER REVIEW ASSESSMENT PROGRAM SERVICES**

This Renewal and Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on January 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and The Greeley Company (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Peer Review Assessment Services with a term January 1, 2020 through December 31, 2020 and a total Agreement amount not to exceed \$20,250; and

WHEREAS, the Agreement expired on December 31, 2020; and

WHEREAS, NMC and CONTRACTOR currently wish to renew and amend the Agreement to extend it for an additional seventeen (17) month period (January 1, 2021 through May 31, 2022) for a revised full agreement term of January 1, 2020 through May 31, 2022 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit C as per Amendment No. 1” with a \$24,000 increase for the added services for a total Agreement amount of \$44,250.

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 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT C as per Renewal and Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$44,250.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from January 1, 2020 through May 31, 2022 unless sooner terminated pursuant to the terms of this Agreement.”
3. 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: Scope of Services/Payment Provisions
~~Addendum No. 1: Changes to Terms and Conditions of Agreement~~
Addendum No. 2: Changes to Terms and Conditions of Agreement
Exhibit B: Business Associate Agreement
Exhibit C: Additional Scope of Services/Payment Provisions as per Renewal and Amendment No. 1.”***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 1 shall be attached to the Agreement.
6. This Renewal and Amendment No. 1 shall be effective when signed by both parties.

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

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 4/23/2021

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 4-23-2021

CONTRACTOR

The Greeley Company
CONTRACTOR's Business Name
See instructions below

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

Steven W. Bryant, President
Name and Title

Date: 4/22/2021

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

Mark Solitro, CFO
Name and Title

Date: 4/22/2021

*****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).

ADDENDUM NO. 2

TO AGREEMENT BY AND BETWEEN THE GREELEY COMPANY, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR PEER REVIEW ASSESMENT SERVICES PROGRAM SERVICES

This Addendum No. 2 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between THE GREELEY COMPANY, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #2 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #2 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #2 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Section 4, "INDEMNIFICATION", shall be amended to:

- A. Except as expressly provided below in Section #(c), the Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Contractor and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County 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 the County under this Agreement.

- B. The County shall indemnify, defend, and hold harmless the Contractor, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Contractor for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.

- C. To the extent permissible by law, The County shall defend, indemnify and hold harmless Greeley and its shareholders, officers, directors, employees, agents, consultants and others from any and all liability, loss or damage Greeley may suffer or incur as a result of claims, demands, costs or judgments against it, arising out of external peer review services to be performed under this Addendum between the County and Greeley where County gives Greeley the privilege of inspecting and receiving information about County's medical staff as well as the responsibility of making an independent study and audit of said medical staff and findings and/or recommendations resulting therefrom, where such claims are rightfully or wrongfully filed and such claims are not due to Greeley's own negligence or misconduct.

II. Paragraph 6.2 under "Other Insurance Requirements" shall be amended to:

6.2. CONTRACTOR shall provide NMC 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.

Engagement Goals

The primary goal of this Master Services Agreement is to provide objective peer review services when circumstances within your organization require an external resource.

Scope and Approach

Based upon your request, Greeley will provide the following scope and approach to our services:

Greeley will conduct independent peer review of medical records and associated studies as requested by Natividad Medical Center using our panel of clinically active, board certified physicians with the appropriate clinical expertise to match your requests.

In general, the reviewer will evaluate the quality and appropriateness of physician care as described in the methodology section. Upon request, we will conduct focused studies for medical necessity. This type of review will be arranged in a separate statement of work to reflect specific issues or concerns.

Natividad Medical Center will coordinate their requests for peer review directly with Greeley.

Greeley's contracted external peer review services provide:

Natividad Medical Center tiered-pricing schedule that will be applied to each request based upon specialty and case volume.

An additional tiered discount based upon the aggregate amount of the professional fees billed to Natividad Medical Center during the contract year.

Engagement approval simplification through a Master Services Agreement and brief arrangement letters for each review request.

Engagement billing simplification by issuing a single invoice for requests less than \$10,000.

METHODS

Case Definition

This proposal assumes that the medical records provided may involve inpatient and outpatient cases. To establish the professional fees, case types are defined as follows:

Inpatient Admission: An admission with a length of stay of 10 days or less including associated emergency department records will be counted as one case review. A readmission within seven days discharge for an inpatient stay of less than 48 hours will be counted as part of the original inpatient review. Readmission stays longer the 48 hours will be counted as one case review.

For obstetrical care, the delivery admission and associated prenatal records for the mother and infant up to the maternal discharge date will be counted as one review.

Outpatient/Same Day Procedure: The procedure, including a contiguous admission for up to 48 hours and any related medical imaging will be counted as one outpatient procedure case review.

Ambulatory Care Encounters: An initial ambulatory care visit and up to three follow-up visits related to the same condition or symptoms without a contiguous admission will be counted as one ambulatory case review.

Emergency Department Only Encounter: An emergency department initial visit and up to two return visits for the same condition or symptoms will be counted as one case review.

Interpretation of Study(ies) Only: Studies requiring review solely for professional interpretation to determine accuracy will be arranged in a separate statement of work to reflect specific issues or concerns. Professional fees will be determined by the number and modality of the studies needing review.

Patient with longer lengths of stay: For any patient with a length of stay greater than described above, each additional day will be counted as 5% of an inpatient review.

Multiple Reviewers: If more than one reviewer is requested, each reviewer's evaluation will be counted as a separate review for that type of case.

RECORD MANAGEMENT

The Greeley Company is working with our Clients to identify the most efficient and secure methods to view medical records and imaging information. Greeley recommends electronic solutions whenever possible.

A. Medical Records:

GreeleySecure:

Greeley requests that within one week of contract execution that the medical records are directly uploaded by the Client to our secure platform, GreeleySecure. GreeleySecure is the preferred method for timely medical record delivery as it provides an encrypted platform for our clients, reviewers and EPR operations team to quickly deposit and view confidential and protected health information and deliverables. Greeley's staff will provide the Client with instructions to upload the medical records and download the final report. The review will begin once the reviewer has successfully accessed the medical records and any necessary imaging. All medical records uploaded to GreeleySecure will be purged 90 days after the final report is issued.

Electronic Medical Record Access:

Upon Client request, Greeley's reviewer can remotely access your electronic medical record (EMR) system. This option requires that the Client facilitate the access with Greeley's reviewer and staff. Additionally, the client will also provide the necessary data (patient name, DOB, medical record number, etc.) for the reviewer to identify the specific medical records for the review. The Clients' Help Desk support should be available to the reviewer in a time sensitive manner both during normal working hours and off hours should the reviewer encounter technical or access challenges as our reviewers are busy practicing physicians and often conduct reviews during evenings and weekends.

B. Imaging Studies:

ShareFile Medical Image Viewer:

DICOM files may be uploaded to Greeley's cloud-based ShareFile for Healthcare site where images are displayed in the ShareFile Medical Image Viewer. Imaging can be uploaded directly from a CD, DVD, hard drive, DICOM Push or PACS system. All imaging uploaded to Greeley's ShareFile Medical Image Viewer will be purged 90 days after the final report is issued.

Client's Cloud-Based Imaging Exchange:

If your organization subscribes to a cloud-based imaging exchange (i.e., PowerShare), Greeley would like to explore the option to view imaging through this application. This will require that Greeley's reviewer be added as a contact and invited to view the selected imaging.

Picture Archiving and Communications System (PACS):

For projects requiring the review of imaging, the Client will provide access to its hospital PACS system (or other medical imaging viewer application) preferably within one week of contract execution. This requires that the Client facilitate access with Greeley's reviewer and EPR staff. Additionally, the Client will also provide the necessary data (patient name, DOB, MRN, etc.) for the reviewer to identify the specific medical records for the review. The Clients' Help Desk support should be available to the reviewer in a time sensitive manner both during normal working hours and off hours should the reviewer encounter technical or access challenges as our reviewers are busy practicing physicians and often conduct reviews during evenings and weekends.

C. Medical Record Bookmarking

Greeley requires that the Client organize and submit each medical record to be reviewed by Greeley in a manner that is clearly tagged, indexed or otherwise highlighted in the following applicable sections. The purpose of the bookmarking is to support the effective and efficient navigation and evaluation of the record by our reviewer. Large records may affect pricing; therefore, we recommend removal of non-applicable documentation prior to submission of records. An hourly record processing fee will be applied if records are provided to Greeley that are not organized or indexed into the following sections:

1. Admission history and physical
2. Consent Forms
3. Operative reports
4. Consultations
5. Physician/practitioner progress notes
6. Discharge summary
7. Procedure recordings (e.g. Cath images and/or cine)
8. Blood tests
9. Imaging Study Final Interpretations (including pre- and postoperative studies, and any outpatient imaging studies relevant to the case under review).
10. Pathology reports
11. Outpatient pre-procedure evaluation, prior treatment(s), and treatment results (as applicable to the procedure under review)
12. Other outpatient or inpatient studies relevant to the case(s) under review (e.g. EKGs, stress test report for cardiac procedure)
13. Anesthesia record (when appropriate to the review)
14. For Emergency Medicine Reviews, a high-level timeline of key physician events (e.g., assessment, reassessment, procedure, important orders) and key nursing events (assessment, reassessment) as these are often difficult to clearly identify in the documentation generated by an electronic medical record.

The hospital will securely submit through encryption the case information worksheet prior to uploading or sending any records to Greeley. PHI must be limited to the minimum information necessary for the permitted purpose:

- Patient Information: patient initials, medical record number, age, sex, date of admission/date of discharge.
- Clinical Information: physician(s)/specialty(ies) under review, reviewer specialty(ies) requested and specific questions or issues for reviewer consideration.

EVALUATION AND REPORT

- **Case Ratings and Comments:** The reviewer will evaluate the available documentation in the medical record and associated studies. The cases will be scored using a categorical rating system. For each case, the reviewer will dictate a brief clinical summary, observations and conclusions.
- **Reports:** The findings will be incorporated into a final report by Greeley's EPR staff and medical director. If there are five or more cases, the report will include a table to quantify the case ratings.
 - **Non-expedited reports** will be provided typically within 30 business days from our Reviewer's receipt of records barring any extenuating circumstances and after receiving the required upfront payment.
 - **Expedited reports** can be provided upon request for an additional 15% fee and will be delivered within 21 business days from our Reviewer's receipt of records barring any extenuating circumstances and after receiving the required upfront payment.
- These delivery timeframes are based upon the successful access to the organized and indexed medical records and imaging. After receiving the report, if you identify additional concerns, the Greeley EPR Medical Director will work with the reviewer to resolve the concerns and determine if direct discussion with the reviewer is warranted.
- All final reports provided under this proposal shall be an un-editable format and provided to Client solely for internal use related to the Services under this proposal.

ENGAGEMENT DELIVERABLES

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

No.	Deliverable	Description
1	Written Report of Findings from Peer Review of Individual Cases	Categorical rating, descriptive clinical summary and comments by the appropriate specialist

PROJECT TIMELINE

The term of this Master Services Agreement will be for 12 months commencing on the January 1, 2021.

RESOURCE REQUIREMENTS

The Arrangement Letter confirming the scope of work must be signed and returned to Greeley prior to the submission of the records to the reviewer (see sample letter). Until the signed arrangement letter is received, there is no obligation to the hospital for the specific engagement.

STAFFING

Reviewers will be an actively practicing, and board certified within the requested specialty. Greeley will recommend a reviewer from its panel for this engagement. The physician's CV can be provided to you upon request. If the hospital wishes an alternative reviewer, additional suggestions will be provided.

When assigning a reviewer, Greeley will request the reviewer to disclose any potential conflict of interest with the either the physicians under review or the client organization. If any potential conflicts are

disclosed, the Greeley Medical Director will either not assign that reviewer or discuss the issues with the client to determine if the conflict is substantial enough to preclude that reviewer's involvement.

PROFESSIONAL FEES AND EXPENSES

Medical Records:

The professional fees for the terms of this Agreement will be calculated primarily based on the fee schedule below and the case definitions outlined in the methods section. This fee schedule will be applied each time a request is received for case reviews within the same specialty and is not cumulative over multiple requests.

# of Cases Submitted	Fee/Case
1-2	\$1,200
3-10	\$895
>10	\$825

Additional Days:

If a case has a length of stay exceeding the case definition, there will be an additional fee applied to the case fee above.

Additional Documentation:

If you request to have documentation or other additional information reviewed that is not considered part of the standard medical record (i.e., articles, meeting minutes, OPPE reports, performance data, interviews, etc.), this will be performed at a professional fee of **\$750 per hour**.

Optional Rebuttal Process:

It is our intention to render the most accurate possible assessment of the reviewed physician(s) clinical care. If, after receiving and reviewing the report of this external review either the physician(s) under review or the hospital would like to provide additional information that may impact the review findings, this information will be reviewed and determination made regarding whether any of the initial review findings will be modified in light of this additional information. A revised report will be provided incorporating the response to the additionally submitted information. This optional rebuttal process will be performed at a professional fee of **\$750 per hour**.

Record Processing:

If electronic records are received which require Greeley to index, bookmark, etc. there is an additional fee of **\$100 per hour** to process the records and upload to our secure platform, *GreeleySecure*.

Electronic Medical Record Access

For reviews performed using an Electronic Medical Record (EMR), an additional fee of **\$200 per hour not to exceed \$600 in total** will be applied to reflect the reviewer's additional time required to go through the security steps to gain EMR access and, if this EMR is new to the reviewer, to become familiar with navigating EMR system.

DISCOUNTS

Greeley will apply an additional volume discount to the fee schedule based on the aggregate amount of External Peer Review professional fees billed to County during the contract year-to-date. For example, once the aggregated billing amount reaches \$50,000, all requests thereafter will receive an additional 5% discount until the next discount threshold is met. The discount will be determined by the following formula:

Total Fee Billed/Contract Year	Discount
>100,000	10%
>\$75,000	7.5%
>\$50,000	5%

BILLING

We will bill and expect payment for our professional fees and our associated out-of-pocket expenses in accordance with the Original Agreement terms. Each hospital requesting external peer review will be directly invoiced for each engagement completed under this Agreement. These invoices will reflect any volume discount to be applied at the time of the signed arrangement letter. Payments can be made by check, credit card or wire transfer.

If the individual engagement is \$10,000 or less, one invoice will be issued at the time the contract is executed and payment in full will be required prior to the release of the final report.

INVOLVEMENT IN POTENTIAL CORRECTIVE ACTION

Requests for the EPR Medical Director or a reviewer to participate in discussions or proceedings related to formal corrective action related to a physician’s membership or privileges, written/verbal responses, hearings, appeals, pre-trial preparation, deposition or actual testimony must be directed to the Greeley EPR staff at epr@greeley.com or by calling 888-749-3054. Any such involvement will be invoiced at our then-current professional consulting fees.

PAYMENTS BY NMC

Natividad Medical Center shall pay CONTRACTOR in accordance with the payment provisions set forth in the Agreement dated January 1, 2020. The total amount payable by Natividad Medical Center to CONTRACTOR under this Exhibit B shall not exceed the sum of **\$24,000**.

This Agreement together with The County of Monterey on Behalf of Natividad Medical Center and The Greeley Company contract, executed January 1, 2020 constitute the agreement between The Greeley Company and the County with respect to external peer review services, and no agreement or representation, oral or written, made prior to or contemporaneously with the Agreement, shall have any effect. This Agreement may not be modified or amended without the express written consent of both parties.

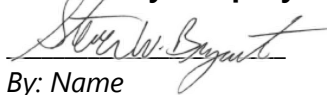
Natividad Medical Center

By: Name

Title

Date

The Greeley Company



By: Name

President

Title

4/22/2021

Date