

## Third Amendment 2016-2017

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Third Amended Contract") to the Agreement for Services of Independent Contractor, by and between the County of Santa Barbara (County) and The Greeley Company, LLC (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**Whereas**, this Third Amended Contract incorporates the terms and conditions set forth in the Contract approved by the County Board of Supervisors in August 2016, the First Amended Contract approved by the County Board of Supervisors in September 2016, and the Second Amended Contract approved by the County Board of Supervisors in November 2016, except as modified by this Third Amended Contract;

**Whereas**, County has agreed to join Contractor's Membership Program in order to maintain audit readiness and receive a discounted service rate;

**Whereas**, County is requesting additional services from Contractor, beyond those agreed in the original Agreement and Contractor will incur expenses beyond the value of this Agreement. So as to compensate Contractor for the additional services to be rendered under the Agreement, and an extension of the contracting term, this Third Amendment adds funds in the amount of \$309,600, for a Total Contract Maximum of \$939,600 through December 31, 2018.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. **Delete Section 4, Term, and replace with the following:**

**4. Term**

Contractor shall commence performance on 8/15/2016 and end performance upon completion, but no later than 12/31/2018 unless otherwise directed by County or unless earlier terminated.

II. **Add the following to Exhibit A, Statement of Work, Section 3. Services:**

M. Provide a monthly status report to PHF Medical Director regarding all completed and ongoing activities;

N. Provide an interim Chief Nursing Officer for the Psychiatric Health Facility (PHF) whose duties, under the direction of the PHF Medical Director, shall include the following:

- i. Direct nursing activities within the PHF and assess the quality of nursing or health care services provided by the nursing and mental health staff; coordinate with staff of various divisions such as radiology, laboratory, and pharmacy to arrange for client services;

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- ii. Participate in and supervise staff in daily patient care activities and planning of patient after-care; plan, assign, and review the work of regular nursing staff and mental health technicians; order supplies and equipment and supervise their proper use and maintenance; ensure compliance with state regulations and laws within the area of responsibility; plan and adjust the work schedule of all nursing staff within the PHF unit; orient student nurses to the PHF unit and explain expectations of their psychiatric nurse rotation;
  - iii. Evaluate employee performance for the nursing staff and submit Employee Performance Reports (EPRs) to PHF Medical Director; analyze and evaluate the need for staff training and provide staff training on patient treatment issues;
  - iv. Interview candidates for nursing positions and make recommendations to the PHF Medical Director; conduct new employee training, orienting new staff to departmental policies and procedures and mental health laws and regulations;
  - v. Make recommendations regarding changes to nursing services and clinic activities; confer with staff to review and revise policies and procedures; develop and implement policies, procedures, and program objectives; maintain and write updates to the department policy and procedures manual related to nursing services in PHF;
  - vi. Participate in departmental and team meetings to discuss patient care and progress and program policies and procedures, attend regular committee meetings in order to keep abreast of current issues, trends, and procedures, and inform and educate staff;
  - vii. Monitor Physician Orders to ensure they are followed correctly and inform the PHF Medical Director about the activities and problems of unit operation;
  - viii. 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).
- O. Provide onsite or offsite consulting services at County's request, equal to the points available to County under this Membership Program. These consulting services include assessment, design, and implementation to assist physicians and hospitals in succeeding in these important initiatives:
- i. Hospital accreditation, performance improvement, and safety – 1 point per consultant per day;
  - ii. Governance, leadership, and strategic planning – 1.5 points per consultant per day;
  - ii. Medical staff credentialing and privileging, organization, and services – 1 point per consultant per day;

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- iv. Physician peer review, and performance measurement and management – 1.5 points per consultant per day;
  - v. Physician-hospital relations – 1.5 points per consultant per day;
  - vi. Assistance with bylaws and related documents – 1.5 points per consultant per day.
- P. Offer onsite educational programs that provide strategies and tools for dealing with difficult areas and challenging new issues. All core content education programs require 2 points per consultant day (up to 6 hours of education):
- i. Core content includes the following (subject to change at any time):
    - a. Medical Executive Committee Institute- The Essential Training for all medical staff and physician leaders;
    - b. Training physicians to lead clinical transformation – Achieve breakthrough improvements in quality while reducing costs;
    - c. Peer Review Boot Camp – Performance improvement-driven peer review;
    - d. The Credentialing Solution – Everything medical staff leaders and medical services professionals need to know about credentialing and privileging;
    - e. Advanced physician leadership retreat – New role. New challenges. New skills;
    - f. The Chief Medical Officer (CMO) /Vice President of Medical Affairs (VPMA) retreat: How to succeed in the toughest job in healthcare.

### III. Add the following to Exhibit A, Statement of Work

#### 3.1 Additional Greeley Membership services available to County:

- A. Preferred pricing on Contractor's Company National Seminars: During the period of County's Membership in Contractor's membership program, County will be entitled to a 10% discount on the purchase of any seats at Contractor's National Seminars.
- B. Access to Contractors Members-only Website ([www.greeleymembership.com](http://www.greeleymembership.com)): During the period of County's Membership in Contractor's membership program, County will be entitled to unlimited online access to Contractor's members-only website where County can access:
  - i. Document library of accreditation, medical staff, credentialing, quality, and patient safety policies, procedures, and resources;
  - ii. Archived webinars and audio conference events with a focus on problematic or emerging topics;
  - iii. Blog posts from Contractor.
- C. Proprietary Contractor Materials: County will receive copyrighted materials, products, and programs from Contractor. County agrees that Contractor

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Materials are proprietary and confidential to Contractor and County agrees not to distribute or disclose Contractor Materials outside of its organization. No recording or reproduction of material may be made without the written consent of Contractor.

- D. Preferred pricing on any additional Greeley Consulting and Education Services: During the period of County's Membership in Contractor's membership program, County will be entitled to a 10% discount on the purchase of any additional consulting fees. Additional membership services will also be available to County at the rate of \$4,000 per point.

3.2 County Responsibilities: County's investment includes not only membership fees, but also internal resources time and support efforts. To provide these services in an efficient manner, County shall provide the following internal resources:

- A. Administrative and office staff support for meeting, interview, and conference call scheduling;
- B. Clear designation of individuals who are responsible, accountable, and responsive for information requests;
- C. Distribution of communication memos, presentations, schedules, and meeting materials by email or hardcopy to meeting participants.

#### IV. **Add the following to Exhibit A, Statement of Work, Section 4. Staffing:**

C. This engagement will be staffed with the following staff members who will provide Chief Nursing Officer assistance during the following days, as directed by County and subject to Section 19 of this Agreement (Termination):

- i. Ongoing Support 1/1/2017 through 1/20/2017
  - a. Cheryl Jacobs (consulting services): up to 40 hours per week
- ii. Ongoing Support 1/23/2017 through 6/30/2017
  - a. Cheryl Jacobs (interim Chief Nursing Officer): up to 32 hours per week

D. Membership Program Support 1/1/2017 through 12/31/2018

- i. Michelle Campbell (Greeley Membership Director) will:
  - a. serve as County's primary point of contact to the Contractor Membership Program, and will develop a long-term relationship with County staff and hospital leadership;
  - b. work with County to assign Greeley staff advisor and project staffing appropriate to the County's needs;
  - c. serve as the key contact to coordinate use of County's member benefits and be available through a dedicated member-only hotline (866-464-2776);

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- d. assist County in determining whether onsite consultative or education services from Contractor are required.
    - ii. Greeley Contractor Advisor, assigned by Membership Director, will be available for 16 offsite hours per contract year (on top of the 8 points that can be onsite or offsite) to answer questions, review and comment on policies, provide standards interpretations, and provide guidance and counsel on the County's existing or new processes. Contractor Advisor hours can be used for:
      - a. Participation in leadership calls with medical staff leaders, PHF CMO/VPMA, other PHF management, and/or board members;
      - b. Advisor calls and emails, to: address urgent needs, review/refine key policies and procedures, bylaws, rules and regulations, credentialing and privileging processes; and, to answer questions about physician employment, contracting, new medical staff models (e.g. peer review, multi-disciplinary, specialized) and other physician alignment and engagement issues;
      - c. Web meetings;
      - d. Advice and updates on regulatory challenges;
      - e. Mentoring of medical staff leaders, medical directors, and/or PHF management on specific physician-related, credentialing, quality and safety, or accreditation strategies.
- V. **In Exhibit B, Payment Arrangements, Delete Section 1. Contract Maximum Value, and replace with the following:**
  - 1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$939,600, without a properly executed amendment.
- VI. **Add the following to Exhibit B, Payment Arrangements, Section 3. Additional Reimbursements:**
  - 3. Additional Reimbursements.
    - C. For services contemplated under this Third Amended Contract, County is to pay an additional \$16,800 deposit which will be held and applied at the conclusion of the engagement. The deposit is payable upon receipt and must be received prior to the commencement of the first on-site services contemplated under this Third Amendment.
- VII. **Delete Exhibit B-1, Schedule of Rates, and replace with the following:**

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EXHIBIT B-1  
SCHEDULE OF RATES

<u>Type of Service</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
Consulting Services*: CMS Re-Survey Implementation Support for PHF	\$500 Per hour per consultant for onsite and offsite assistance	Not to exceed contract value	<b>\$630,000</b>
Chief Nursing Officer services*	\$2100 per day	Not to exceed contract value	<b>\$225,600</b>
2017 Membership services: 8 points  Per diem/travel costs (as needed)	\$30,000** Jan. 1 2017 through Dec. 31, 2017  up to \$12,000	Not to exceed contract value	<b>\$42,000</b>
2018 Membership services: 8 points  Per diem/travel costs (as needed)	\$30,000*** Jan. 1 2018 through Dec. 31, 2018  up to \$12,000	Not to exceed contract value	<b>\$42,000</b>
<b>Total Maximum Contract Value for August 15, 2016 through December 31, 2018 not to Exceed:</b>			<b>\$939,600</b>

\*Inclusive of deposit, travel, meals, accommodations, taxes and out of pocket expenses.

\*\* Due upon execution of contract (Third Amendment).

\*\*\*Due January 1, 2018

**VIII. All other terms remain in full force and effect.**

**Third Amendment 2016-2017**

Third Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **The Greeley Company, LLC**.

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment to be effective on January 1, 2017.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
JOAN HARTMANN  
CHAIR, BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**CONTRACTOR:**

**The Greeley Company, LLC**

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

**APPROVED AS TO FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Risk Management