

## AMENDMENT No. 2 TO AGREEMENT

This Amendment No. 2 is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) ("Press Ganey") and **The County of Monterey, a political subdivision of the State of California (hereafter, "County of Monterey, on behalf of Natividad")** ("Client") (and together with Press Ganey, the "Parties") as of July 1, 2020 ("Amendment Effective Date").

**WHEREAS**, the Parties have entered into a Master Services Agreement effective January 1, 2020, as amended March 1, 2020 (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement with the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Amendments to the Agreement.** As of the Amendment Effective Date, the Agreement is hereby amended as follows:

a. Beginning July 1, 2020 and running concurrently with the Agreement, the Parties agree to include Outpatient eSurvey blend with text invitation survey service as outlined on Exhibit A of the Agreement. This service shall renew as outlined in Section 3. TERM of the Agreement.

i. There will be no changes in fees outlined on Attachment A of the Agreement.

ii. There will be no change to the included mail volume outlined on Attachment A.

iii. Client shall receive email (unlimited) surveys, text invitations, and comment processing.

b. Attachment A, Section 1.a.i. is hereby modified to include the following language as a new item number 9:

9. Outpatient Services

b. Exhibit A, Section 2. DATA COLLECTION METHODOLOGY is hereby modified to include the following language as a new subsection d.:

d. eSurvey Blend with Text Invitation (Electronic Internet Surveying).

▪ Send and process mail survey first before sending one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;



▪ Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.

**2. Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as supplemented by this Amendment.



3. **Conflicts.** To the extent there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

<b>COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER (Client #769)</b>	<b>PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)</b>
By: 	By: 
Name: <i>Gary R. Gibony</i>	Name: Jim Bolotin
Title: <i>CEO</i>	Title: SVP Corporate Controller
Date: <i>8/25/2020</i>	Date: 8/20/2020

Reviewed and approved as to form.



August 25, 2020

Deputy County Counsel

Approved as to fiscal provisions.



8-25-2020

Chief Deputy Auditor-Controller