

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Professional Research Consultants Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Patient Satisfaction Survey Services**

OK APB

This Amendment No. 8 to Professional Services Agreement ("Agreement"), dated July 1, 2005, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2007 via Renewal and Amendment No. 1, on July 1, 2008 via Renewal and Amendment No. 2, on July 1, 2009 via Renewal and Amendment No. 3, on July 1, 2010 via Renewal and Amendment No. 4, on July 1, 2011 via Renewal and Amendment No. 5, on July 1, 2012 via Amendment No. 6 and on July 1, 2013 via Amendment No. 7; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue and to add additional services requested by "NMC"; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount payable by \$31,500 because of the term date extension.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement No. (A-10081/MYA458).
2. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$348,937.50*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA458) shall not exceed the total sum of \$380,437.50 for the full term of the Agreement*".
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2005 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2005 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. Exhibit A to the Agreement is replaced with Amendment-No.8 to Exhibit A, attached to this Amendment. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-No.8 to Exhibit A.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Renewal and Amendment Nos. 7, 6, and Amendment Nos. 1, 2, 3, 4, 5 are unchanged and unaffected by this Amendment No. 8 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 8 and all previous amendments shall be attached to the original Agreement No. (A-10081/MYA458).

7. The effective date of this Amendment is July 1, 2014

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer


Date: 4/21/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer 
Monterey County, Deputy County Counsel

Date: April 25, 2014

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 4-21-14

Contractor

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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)

7. The effective date of this Amendment is July 1, 2014

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

Professional Research Consultants, Inc
Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President
Jose M. Inguanzo, PhD
Name and Title
President & CEO

Date: *17 April 2014*

By: *Kenneth J. Livingston*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title
Kenneth J. Livingston Exec. V.P.

Date: *4/21/14*

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

This **Patient Loyalty Study Agreement** including **The PRC HCAHPS + Loyalty Survey® including CHART Questions** and **The PRC CG-CAHPS Study ("Agreement")** is entered into this 24th Day of March, 2014 by and between Professional Research Consultants, Inc. ("PRC") and Natividad Medical Center.

Whereas Natividad Medical Center desires to retain, and PRC agrees to provide certain professional services in accordance with this Agreement;

Now therefore, the parties for good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

The PRC Patient Loyalty Study:

1. The scope of services for this portion of the project includes telephone interviews with recent patients of Natividad Medical Center during the period July 1, 2014 through June 30, 2015. The detailed breakdown of interviews is included in the survey schedule and interviewing rates as detailed in the Sample Plan.
2. The cost associated with this portion of the project is \$11,500, and is based upon a rate of \$15 per telephone interview for the ER patients, rehab inpatients and surgery outpatients plus an annual analysis/reporting fee of \$4,000.
3. This cost includes customized survey instruments, all interviewing, long distance telephone costs, quarterly reporting, all analyses, training on the use of PRCEasyView.com®, and access to real-time telephone survey data through PRCEasyView.com®.

The PRC HCAHPS + Loyalty Survey® including CHART Questions

4. The scope of services for this portion of the project includes telephone interviews with recent inpatients of Natividad Medical Center using **The PRC HCAHPS + Loyalty Survey® including CHART Questions** during the period July 1, 2014 through June 30, 2015. The detailed breakdown of interviews is included in the survey schedule and interviewing rates as detailed in the Sample Plan.
5. According to the standards outlined by CMS in their CAHPS® Hospital Survey Quality Assurance Guidelines, PRC is required to make a minimum of five (5) attempts to contact each patient record for Natividad Medical Center that is selected for sampling for CMS submission in order to meet HCAHPS requirements for **The PRC HCAHPS + Loyalty Survey® including CHART Questions**. As a result, PRC may complete a few more than the allotted number of telephone interviews over a four-quarter period. Due to the licensing agreement allowing PRC to administer the CHART-specific questions, we cannot complete more than 975 surveys annually using the CHART-specific questions.
6. This cost associated with this portion of the project is \$12,500, and is based upon a rate of \$17.50 per telephone interview plus an annual administrative fee of \$2,000 for **The PRC HCAHPS + Loyalty Survey® including CHART Questions**.

Amendment No.8 to Exhibit A

7. This cost includes the 27 question HCAHPS survey plus the additional 4-6 CHART questions, all interviewing, long distance telephone costs, training on the use of PRCEasyView[®].com, access to real-time telephone survey data through PRCEasyView[®].com, and data submission to CMS through Quality Net Exchange, and data submission to CHART through Westat.

The PRC CG-CAHPS Study

8. The scope of services includes telephone interviews with recent patients for each participating clinical locations at Natividad Medical Center during the period July 1, 2014 through June 30, 2015. The detailed breakdown of interviews is included in the survey schedule and interviewing rates as detailed in the Sample Plan.
9. The cost associated with this project is \$7,500, based upon a rate of \$12.50 per telephone interview. This cost includes the standard **AHRQ CG-CAHPS (CAHPS Clinician & Group Survey) 37 question survey instrument**, all interviewing, long distance telephone costs, all analyses, training on the use of PRCEasyView[®].com, access to real-time telephone survey data through PRCEasyView[®].com.
10. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.
11. The total cost associated with this project is \$31,500, based upon the survey schedule and interviewing rates as detailed in the Sample Plan attached to this Attachment A. If requested by Natividad Medical Center, PRC will conduct additional interviews at the corresponding rate per completed telephone interview.
12. Invoices for the completed work will be sent quarterly. Payment is due 30 days upon receipt of invoices to the Auditor Controller's office.
13. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research findings or recommendations, or the use thereof, will produce specific outcomes or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.
14. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Natividad Medical Center hereunder.
15. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final

Amendment No.8 to Exhibit A

adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

16. PRC shall provide Natividad Medical Center access to Voices when available and training on Voices as requested by Natividad Medical Center. Recordings made using Voices include questions which are approved by Natividad Medical Center and which may be modified or changed by Natividad Medical Center from time to time.
17. Natividad Medical Center expressly acknowledges that PRC has explained, and that Natividad Medical Center understands the capabilities of Voices. Specifically, PRC has explained, and Natividad Medical Center understands that Voices may include but is not limited to the following capabilities:
 - a. Voices allows Natividad Medical Center to listen to audio recordings of certain patient comments.
 - b. Audio recordings of the answers provided by patients will be available to Natividad Medical Center online within PRCEasyView.com.
 - c. Voices offers Natividad Medical Center the ability to view a patient's demographic data while listening to an audio recording of patient comments.
 - d. Voices offers Natividad Medical Center the ability to download Voices audio files onto a computer.
 - e. Voices offers Natividad Medical Center the ability to create an email which includes a link to a Voices audio recording.
18. Natividad Medical Center expressly acknowledges that data, including data available through Voices, collected by PRC and provided to Natividad Medical Center pursuant to this Agreement may implicate federal or state privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (HITECH); and state right to privacy and communications acts.
19. Natividad Medical Center agrees to use the Voices data only in accordance with all applicable laws and standards of care, and further agrees to indemnify PRC from and against any claim or cause of action arising out of Natividad Medical Center's use of the Voices data whether such claim or cause of action is based in contract, tort, other common law, or on violation of HIPAA, HITECH, or any other federal, state, or local law or regulation, as applicable.
20. Except for Section 19 above which is not governed or limited by this Section 20; notwithstanding anything to the contrary contained in the Agreement, each party agrees that the other party's cumulative liability hereunder arising out of contract, tort (including without limitation, negligence), strict liability, or warranty shall in no event exceed the amount paid by Natividad Medical Center for services hereunder.


Amendment No.8 to Exhibit A

21. The warranties stated within this Agreement are exclusive with respect to the services, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary contained in the Agreement, regardless of whether a remedy or warranty (if any) provided in this Agreement fails its essential purpose, neither party shall have liability for loss of profits, loss of data, loss of goodwill, loss of business opportunities, or consequential, exemplary, indirect, special or incidental damages of the other party arising out of or related to this Agreement or the transactions contemplated herein.

We hereby accept the terms and conditions outlined in this agreement.

Natividad Medical Center

Professional Research Consultants, Inc.

By 
(signature)

By _____
(signature)

Title CEO

Title _____

Date 4/8/07

Date _____

Amendment No.8 to Exhibit A

Sample Plan

The breakdown of interviews for Natividad Medical Center is as follows:

Patient and Survey Types	Quarterly Interviews	Annual Interviews		Rate Per Survey		Annual Base Fee		Total Cost
The PRC HCAHPS + Loyalty Study								
Inpatients	150	600	x	\$17.50	+	\$2,000	=	\$12,500
The PRC Patient Loyalty Study								
ER Patients	50	200	x	\$15.00	+	\$2,000	=	\$5,000
Rehabilitation Inpatients	25	100	x	\$15.00	+		=	\$1,500
Surgery Outpatients	50	200	x	\$15.00	+	\$2,000	=	\$5,000
The PRC CG-CAHPS Study								
Laurel Patients	50	200	x	\$12.50	+		=	\$2,500
NMC Patients	50	200	x	\$12.50	+		=	\$2,500
NMC Specialty Patients	50	200	x	\$12.50	+		=	\$2,500
	425	1,700				\$6,000		\$31,500