

#### **AMENDMENT No. 6 TO AGREEMENT**

This Amendment No. 6 is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) ("Press Ganey") and **County of Monterey, on behalf of Natividad Medical Center** ("Client") (and together with Press Ganey, the "Parties") as of <u>September 1, 2025</u> ("Amendment Effective Date").

**WHEREAS**, the Parties have entered into a Master Services Agreement effective January 1, 2020, as amended (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. Exhibit G (Press Ganey Strategic Workforce Solution Statement of Work) and Exhibit H (Press Ganey Strategic Workforce Solution Statement of Work) are hereby incorporated into the Agreement, attached hereto.
    - i. Client agrees to pay Press Ganey as outlined in Exhibit G and Exhibit H.
  - b. Beginning January 1, 2026, the Parties agree to extend the current NDNQI service as outlined in Exhibit F (NDNQI Statement of Work) through August 31, 2027, at a three percent (3%) increase.
  - c. Exhibit F, second paragraph is hereby repealed and replaced as follows: The initial term of this SOW shall commence on <u>January 1, 2024</u>, and end on <u>August 31, 2027</u> ("Term"). Notwithstanding the forgoing, this Agreement shall automatically extend and continue to govern for so long as a SOW remains in effect or an aspect of delivery of the Services described in a SOW remains outstanding, including but not limited to as described in Section 13(d).
- 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," "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.

(SIGNATURE PAGE TO FOLLOW)



IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 6 as of the Amendment

DDECC CANEY ACCOCIATECT IC
PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
, ,
By: OSDABZ6C3EZ64E0
Name: Dan Litwer
Title: Chief Client Officer
Date: 3/4/2025   8:47 AM EST

APPROVED AS TO LEGAL PROVISIONS

-Signed by: Stacy Saetta Monterey County Deputy County Counsel 3/5/2025 | 1:25 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by: Patricia Ruiy Auditor Controller Analyst I 3/5/2025 | 3:23 PM PST



# EXHIBIT G PRESS GANEY STRATEGIC WORKFORCE SOLUTION STATEMENT OF WORK

This Statement of Work ("SOW") is entered into as of **September 1, 2025** (the "Effective Date") by and between **Press Ganey Associates LLC** (dba Press Ganey Associates, Inc.) ("Press Ganey") and **County of Monterey, on behalf of Natividad Medical Center** ("Client," and together with Press Ganey, the "Parties"), pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the "MSA"). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

The term of this SOW commences on the Effective Date and expires two (2) years therefrom (the "SOW Term"). Notwithstanding anything to the contrary in the MSA, at the expiration of the SOW Term, this SOW shall expire and not renew. Each consecutive twelve (12) month period of the SOW Term, beginning on the Effective Date, is herein referred to as a "Year" and each individual Year may be specifically referred to with subsequent numbering, i.e. Year 1, Year 2, Year 3.

#### 1. PRESS GANEY STRATEGIC WORKFORCE SOLUTIONS OVERVIEW

Press Ganey partners with client organizations to deliver an array of contemporary workforce solutions aimed at addressing needs specific to the current healthcare environment:

- Build an engaged and resilient caregiver workforce
- Align caregivers around enterprise priorities: safe, high-quality, patient centered care
- Ensure optimal practice environment and culture of safety
- Build and enable leader effectiveness

This is accomplished by providing state of the art cultural measurement, reporting insights and analytics, supporting improvement initiatives, and developing leaders in healthcare organizations. Press Ganey helps to "connect the dots" between patient experience, clinical care, safety management and workforce results, to deliver on the patient promise of safe, high quality, patient centered care, built on a foundation of a resilient, engaged caregiver workforce.

## 2. CONFIGURATION AND SPECIFICATIONS

The following information reflects Client's specific survey service details, which may be administered during the SOW Term:

Survey Type included: Employee Experience

Number of Participants per Administration: Up to 1,600

Maximum Number of Survey Administrations per Year: One (1)

Maximum Number of Support Days per Administration: One (1), or six (6)

hours of virtual time

Maximum Number of Executive Overviews per Administration: One (1)

SMS Text Message Survey Link Delivery: Yes



#### 3. FEES AND PAYMENT

a. <u>Service Fee</u>. Client agrees to pay Press Ganey a service fee ("Service Fee") for each Year, in accordance with this SOW. The Service Fee for each Year of the SOW Term is as indicated in the SOW Term Service Fee Table below.

#### **SOW Term Service Fee Table**

Year 1	Year 2
September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
\$47,983.88	\$49,423.39

- b. <u>Invoicing</u>. Client will be invoiced the Service Fee for Year 1 upon the Effective Date of this SOW and will be invoiced the applicable Service Fee on the first day of each Year thereafter for the remainder of the SOW Term. Client shall remit payment in accordance with the terms set forth in the MSA.
- c. <u>Expenses</u>. The Service Fee does not include travel or lodging expenses, which are invoiced monthly as incurred.
- d. <u>Support Days</u>. A Dedicated Advisory Support Day ("Support Day") includes up to six (6) hours of meetings and/or presentations in a 12-hour period. Support Days do not carry over from Year to Year.
- e. <u>Commencement</u>. Each survey must be initiated during the applicable Year of the SOW Term, except that in the final Year prior to expiration or termination of this SOW, each survey must be initiated by the end of the seventh (7<sup>th</sup>) month of such Year. Service allotments will not 'roll over' to a subsequent Year, and Client will receive no refunds or credits should it elect not to receive any of the allocated services set forth in this SOW during a given Year.
- f. <u>Additional Services</u>. The Service Fee is inclusive of the specific scope of service outlined herein. Any additional services requested by Client may incur an additional fee including, but not limited to, the following:
  - i. **Additional Support Days**. Client may, upon mutual agreement of the Parties, add additional Support Days at a rate of \$3,675.00 per day ("Additional Support Day Fee").
  - ii. **Additional Participants**. Client may, upon mutual agreement of the Parties, add additional employees at a rate of \$30.89 per employee, per Year ("Additional Participant Fee").
  - iii. **Custom Reporting**. Client may, upon mutual agreement of the Parties, add custom reporting at a rate of \$200.00 per hour ("Custom Reporting Fee").
  - iv. **Term Runover**. Client acknowledges that if any survey(s) outlined herein have been initiated, but are not completed, by the expiration of the SOW Term and Client wishes to complete any such survey(s), Client may, upon mutual agreement of the Parties, extend the SOW Term at a rate of \$4,118.62 per month ("Runover Fee") through the completion of such survey(s).
  - v. Additional Support Days, Additional Participants, Custom Reporting, and Term Runover are collectively referred to as the "Additional Services"; The Additional Support Day Fee, Additional Participant Fee, Custom Reporting Fee, and Runover Fee are collectively referred to as the "Additional Services Fees".
  - vi. Notwithstanding anything to the contrary herein or in the MSA, the Parties agree that the incorporation of Additional Services, and any corresponding Additional Service Fees, may be agreed upon and approved for addition by the Parties in writing via e-mail, and that any such written e-mail approval shall constitute a written addendum to this SOW and shall create a legally binding agreement and enforceable obligation despite the absence of a fully executed written amendment.



- vii. Additional Support Day Fee(s), Custom Reporting Fee(s), and Term Runover Fee(s) will be invoiced as incurred. Additional Participant Fee(s), for the current Year, will be invoiced as incurred, and for any Years thereafter will be invoiced on the same schedule as the Service Fee.
- viii. <u>Escalation</u>. Notwithstanding anything to the contrary in the MSA, the Additional Service Fees (except for the Runover Fee), for each Year of the SOW Term, shall each increase by three percent (3%) per Year ("Escalator").

#### 4. SERVICE ASSURANCE.

- a. <u>Press Ganey Holidays.</u> Press Ganey recognizes the following ten (10) holidays, and all offices are closed on these days or their days of observance:
  - New Year's Day (January 1)
  - Martin Luther King Day (third Monday in January)
  - Memorial Day (last Monday in May)
  - Juneteenth (June 19)
  - Independence Day (July 4)
  - Labor Day (first Monday in September)
  - Thanksgiving (fourth Thursday in November)
  - Day after Thanksgiving
  - Christmas Eve (December 24)
  - Christmas (December 25)
- b. <u>Federal Closures.</u> Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at <a href="https://www.pressganey.com/terms-service">www.pressganey.com/terms-service</a>.
- c. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at <a href="https://www.pressganey.com/terms-service">www.pressganey.com/terms-service</a>.

## 5. CLIENT RESPONSIBILITIES. Client shall:

- a. Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at <a href="https://www.pressganey.com/terms-service">www.pressganey.com/terms-service</a>.
- b. When requesting a survey administration, provide a minimum of twelve (12) weeks' notice prior to anticipated survey initiation, in order to allow for the required, set up.
- c. In the event that any Client personnel with access to Press Ganey applications and/or systems ceases to be employed by Client, Client shall promptly notify Press Ganey so that such personnel's access to Press Ganey applications and systems can be promptly terminated.
- d. Obtain and maintain all necessary and required consents, authorizations, and/or approvals required by applicable U.S. federal and state laws to enable Press Ganey's delivery of Services on Client's behalf in accordance with such laws including, but not limited to, to the extent applicable, the "prior express (written) consent" required by the Telephone Consumer Protection Act (TCPA) for Press Ganey to send text messages to a telephone number. Client shall ensure that the person providing a phone number or email address is the current subscriber or customary user for that telephone number or email address, and that such person has not revoked such consent, opted out, or unsubscribed from receiving contact from Client. In the event any participant becomes unassociated with Client or otherwise revokes their consent to be contacted, Client shall immediately notify Press Ganey.



#### 6. CLIENT SERVICES

#### a. Strategic Overview and Planning

- At the commencement of this SOW a strategic dialogue with the Executive team and/or Executive project sponsor, led by a member of Press Ganey's Advisory team, will result in identification of organizational needs and capabilities.
- The result of this strategic conversation will ensure alignment of survey plans with organizational priorities. It will also ensure that support needs specific to your organization are addressed in advance of survey administration.

# b. Measurement & Survey Instruments

- **Employee Experience Survey** 
  - The Employee Experience Survey helps organizations measure engagement and its predictors. It assesses the employee experience with the organization, leader, and team.
  - Additional survey items can be added to address specific organizational needs. The Survey also includes demographic items and optional open-ended questions. The surveys use a five-point Likert response scale to measure performance.
  - Resilience Survey Module the Press Ganey's Resilience Survey consist of 8 items. The survey was psychometrically tested and validated using respondent-level calculations. Current reporting for Engagement metrics is designed to display data at the group average level. Resilience metrics in the Engagement Portal will be provided at the group average level.
  - Nursing Excellence items (up to 500 nurses invited) a set of items measuring key concepts of Nurse Satisfaction, often used for organizations seeking Magnet® designation.
  - Safety Culture items a set of LeapFrog approved items that measure the values, attitudes, and behaviors from individuals and the organization that contribute to a safe environment for both team members and patients. This item set has three subcomponents: Prevention & Reporting, Pride & Reputation, and Resources & Teamwork.
  - Survey customization including logo, welcome / thank you messaging is included.

#### c. Survey Administration Services and Support

- Survey Planning and Management
  - Best practice guidance to assist with Pre-Survey Communication Strategies to drive optimal participation
  - Access to a designated Press Ganey team member who will work collaboratively with Client's Project Team on the implementation and Administration of Client's survey.
  - Survey design meetings to ensure Client's strategic objectives are attained.
  - Collaborate to align organization structure and strategy with expected reporting outputs to drive improvement initiatives. All mapping to be finalized prior to survey launch. If additional mapping support is needed, client may request a mapping expert for on-site sessions at an additional fee plus travel expenses.
  - Assist with survey set up and administration through Press Ganey's results portal.
- ii. Client Support Desk
  - Access to Press Ganey's client support desk who will provide virtual, real time client user assistance, Monday - Friday, 8:00 am - 8:00 pm EST.
- iii. Survey Administration
  - Web-based survey administration via Press Ganey's online survey is secure, easy to navigate, and features real time response review by designated users. Survey questions can be routed or branched based on defined demographics. Optional use of passwords enables linking to HRIS data, which auto-fills demographic information and report group



- mapping. Online surveys are easily accessed using most up-to-date browsers, make no demands on Client's IT resources and leave no lasting footprints, cookies or DDLs.
- Compilation and reporting of English responses to up to three open-ended survey items is included.
- Use of Unique Survey Links or Survey Passwords enable "Pre-filling" of demographic data tied to each participant's data through the HRIS data file.
- Electronic Survey Invitation and two survey reminders sent to each participant.

## d. **Dynamic Reporting Portal**

- Enterprise, facility and report group level results and insights from the Survey are delivered through an intuitive, interactive, web-based solution, providing the most meaningful metrics for leaders at all levels. Portal features will be activated as required inputs are used (core items, standard demographics, etc.). The results portal features enhanced reporting and analytic views, including:
  - Narrative Summary: to view key performance metrics at a glance and quickly understand where to focus efforts
  - Multiple Hierarchical Views: to view multiple versions of mapping sequence
  - Filtering Options: to segment results based on dimensions or items and compare across groups
  - Historical Trending: historical survey results and historical comparisons are available within the standard portal.
  - Results Sharing Features: to export ready-to-go results summaries for leaders and groups
  - Detailed Item Views: to view item level scores to assess performance and see comparisons to national benchmarks and historical scores
  - Key Drivers: Key Drivers help identify the items most impactful to improving engagement (or other identified outcome). Key Drivers are available for all groups (hierarchy and filters)
  - Advanced Reporting: allows users to create and export reports using a crosstab interface
  - Comment Analytics: sentiment and themes of open-ended item responses
  - Action Planning: provides guided action planning, complete with best practice content
  - Ability to export results to multiple file formats

## Standard reporting:

- Survey responses are processed and analyzed for each group in the hierarchy, including mean scores for dimensions and survey items, difference scores (from benchmarks), response frequencies (n size) and response distribution (% unfavorable, % neutral and % favorable).
- Applicable Press Ganey Standard National Benchmarks will be provided. Press Ganey recommends the National Health Care Benchmark. Custom benchmarks are available at an additional cost.
- Results are provided for all groups meeting the minimum response threshold. Those not meeting the threshold will be "rolled up" into the next highest reporting level.
- Web-based support includes step by step guides to navigate the results portal.
- iii. Access to Press Ganey's online reporting platform will be available until termination of this SOW.
- iv. Press Ganey's Advisor will provide a virtual Engagement Portal training to Client (up to 2 hours) to educate leaders on how to access the tool and pinpoint opportunities for improvement.



## e. Insights and Recommendations

System Level Executive Overview - Advisors will prepare an interpretive summary of the overall organization results in the form of an Executive Overview that includes key metrics and comparisons to national benchmarks. A summary of key organizational strengths and opportunities is provided along with key drivers, and recommendations for post-survey action planning. Facility Level Executive Overviews and/or custom Executive Overviews may be added for an additional fee.

## **Nursing Excellence Reports & Graphs**

- Nursing-specific reporting that provides item and category scores with benchmark comparisons.
- A comprehensive registered nurse work group comparison report providing results for all nurse units on relevant items, including benchmark comparisons. This report allows a facility to see how many units are performing above the benchmark, as well as detailed item performance on all the nursing survey items.
- Nursing-specific graphs for the 4-selected nursing categories compliant with ANCC EP3EO standards.

## iii. Support for Nurse Engagement Improvement

- After receiving your Nursing Excellence Survey results, the organization will receive up to 12 hours of support from Press Ganey's nurse expert advisors from the Nursing Center of Excellence and Strategic Consulting teams. Improvement support may include focus areas such as action planning, identifying favorable benchmarks for Magnet reporting, presentations, or discussion on best leader practices to improve nurse engagement, or other topics identified by your nursing leadership team.
- iv. Engagement Work Unit Strategy Map The Work Unit Strategy Map is designed to help clients have an integrative view of work unit performance across a number of key performance indicators. The Map helps organizations understand which work units are "best practice," are performing well on all key performance indicators, and should be recognized. Conversely, the Map helps clients understand work units that are challenged with some or all aspects of performance and the specific type of targeted support that may needed to ensure improvement.
  - The following Employee Survey metrics are included: Engagement Index, Team Index, Power Items Score, Leader Index, and domain scores for the Organization, Manager and Employee Domains. Your organization may also choose to include Resilience Items and Safety Culture Items/Themes (as appropriate) as well as items related to manager communication to obtain the full picture of performance across the work unit.

# f. Ongoing Guidance & Support

- Coupled with the survey tool design, survey administration and results reporting, Press Ganey Workforce Solutions ongoing advisory support model represents a comprehensive, end-to-end solution for evolving organizational culture, and improving workforce engagement and resilience. Clients receive structured support from engagement and organizational development experts throughout the SOW Term.
- Expert Advisors will collaborate with client to provide these additional services at the commencement of each project and throughout the SOW Term:
  - Participate in a virtual project Kickoff Session to assess and align efforts with current organizational priorities, offering guidance on item selection and benchmarking, and support the development of the organizational hierarchy
  - Provide guidance on the rollout of Client's engagement results and support for the planning and execution of strategies and tactics to help drive improvement. In addition to virtual support to Client's leaders, the Advisor will deliver the Insights & Recommendations derived from the survey to Client's executive leadership team in an Executive Overview presentation.
  - Facilitate goal setting efforts in conjunction with Client's primary contact



- Prepare senior leaders and managers to act on the data. Once the results are compiled, the team develops a training strategy that disseminates organization-level results and provides managers/leaders with the tools, knowledge and skills to easily interpret their results, share findings and drive improvement strategies.
- Recommend continuous listening strategy, based on each Engagement Experience survey, to assess progress to goals and drive accountability
- Participate in Executive Business Reviews with the Press Ganey account team and organizational leadership as available
- Facilitate Peer Networking as desired for idea-sharing among Press Ganey clients of similar make up

## g. Continuous Research Updates and Feature Upgrades

- i. Press Ganey is committed to continuous research, best practice publishing and networking, and programmatic updates to help clients drive and sustain greater levels of performance. Clients will have access to the following:
  - Portal-based access to Press Ganey Solution Starters mapped to key survey items and concepts and other improvement support content
  - Access to Press Ganey published white papers and case studies
  - Updates to health care focused engagement trends
  - Analysis of latest linkages at the national level between caregiver engagement and other key business outcomes
  - Teleconferences and web-based workshops highlighting client best practices and industry trends

In Witness hereof, the Parties have executed this Statement of Work as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER (Client #769)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
Ву:	By: DocuSigned by:
Name: Charles R. Harris	Name: Dan Litwer
Title: CEO	Title: Chief Client Officer
Date:	<b>Date:</b> 3/4/2025   8:47 AM EST

APPROVED AS TO LEGAL PROVISIONS

—signed by: Stary Saetta

Monterey County Deputy County Counsel 3/5/2025 | 1:25 PM PST

APPROVED AS TO FISCAL PROVISIONS

—DocuSigned by: Patricia Ruiz

Auditor Controller Analyst I

3/5/2025 | 3:23 PM PST



# **EXHIBIT H** PRESS GANEY WORKFORCE SUBSCRIPTION STATEMENT OF WORK

This Statement of Work ("SOW") is entered into as of September 1, 2025 (the "Effective Date") by and between Press Ganey Associates LLC (dba Press Ganey Associates, Inc.) ("Press Ganey") and County of Monterey, on behalf of Natividad Medical Center ("Client," and together with Press Ganey, the "Parties"), pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the "MSA"). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

The term of this SOW commences on the Effective Date and expires two (2) years therefrom (the "SOW Term"). Notwithstanding anything to the contrary in the MSA, at the expiration of the SOW Term, this SOW shall expire and not renew. Each consecutive twelve (12) month period of the SOW Term, beginning on the Effective Date, is herein referred to as a "Year" and each individual Year may be specifically referred to with subsequent numbering, i.e. Year 1, Year 2, Year 3.

#### 1. PRESS GANEY WORKFORCE SUBSCRIPTION OVERVIEW

Press Ganey partners with client organizations to deliver an array of contemporary workforce solutions aimed at addressing needs specific to the current healthcare environment:

- Build an engaged and resilient caregiver workforce
- Align caregivers around enterprise priorities: safe, high-quality, patient centered care
- Ensure optimal practice environment and culture of safety
- Build and enable leader effectiveness

This is accomplished by providing state of the art cultural measurement, reporting insights and analytics, supporting improvement initiatives and developing leaders in healthcare organizations. Press Ganey helps to "connect the dots" between patient experience, clinical care, safety management and workforce results, to deliver on the patient promise of safe, high quality, patient centered care, built on a foundation of a resilient, engaged caregiver workforce.

## 2. CONFIGURATION AND SPECIFICATIONS

The following information reflects Client's specific survey service details, which may be administered during the SOW Term:

Survey Type included: Physician and APP Experience

Number of Participants per Administration: Up to 65 Maximum Number of Survey Administrations per Year: One (1)

One (1), or six (6) Maximum Number of Support Days per Administration:

hours of virtual time

**Maximum Number of Executive Overviews per Administration:** One (1) SMS Text Message Survey Link Delivery: Yes



#### 3. FEES AND PAYMENT

a. Service Fee. Client agrees to pay Press Ganey a service fee ("Service Fee") for each Year, in accordance with this SOW. The Service Fee for each Year of the SOW Term is as indicated in the SOW Term Service Fee Table below.

#### **SOW Term Service Fee Table**

Year 1	Year 2
September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
\$12,100.00	\$12,463.00

- b. Invoicing. Client will be invoiced the Service Fee for Year 1 upon the Effective Date of this SOW and will be invoiced the applicable Service Fee on the first day of each Year thereafter for the remainder of the SOW Term. Client shall remit payment in accordance with the terms set forth in the MSA.
- c. Commencement. Each survey must be initiated during the applicable Year of the SOW Term, except that in the final Year prior to expiration or termination of this SOW, each survey must be initiated by the end of the ninth (9th) month of such Year. Service allotments will not 'roll over' to a subsequent Year, and Client will receive no refunds or credits should it elect not to receive any of the allocated services set forth in this SOW during a given Year.
- d. Additional Services. The Service Fee is inclusive of the specific scope of service outlined herein. Any additional services requested by Client may incur an additional fee including, but not limited to, the following:
  - Support Days. A Dedicated Advisory Support Day ("Support Day") includes up to six (6) hours of meetings and/or presentations in a 12-hour period. Client may, upon mutual agreement of the Parties, add Support Day(s) at a rate of \$3,500 per day ("Support Day Fee"). The Support Day Fee does not include travel and/or lodging expenses ("Expenses").
  - ii. Additional Participants. Client may, upon mutual agreement of the Parties, add additional physicians at a rate of \$50.00 per physician ("Additional Participant Fee").
  - iii. Survey Items Customization. Survey items customizations includes adding up to five (5) additional items from the Press Ganey survey items bank (no deletion of survey items), and customization of the 2 open-ended items. Client may, upon mutual agreement of the Parties, add Survey Items Customization for an additional fee of \$2,000 ("Custom Survey Fee").
  - iv. Custom Reporting. Client may, upon mutual agreement of the Parties, add custom reporting, including but not limited to Integrated Employee/Patient Critical Metrics Map, at a rate of \$200.00 per hour ("Custom Reporting Fee").
  - v. **Term Runover**. Client acknowledges that if any survey(s) outlined herein have been initiated, but are not completed, by the expiration of the SOW Term and Client wishes to complete any such survey(s), Client may, upon mutual agreement of the Parties, extend the SOW Term at a rate of \$1,038.58 per month ("Runover Fee") through the completion of such survey(s).
  - vi. Support Days, Additional Participants, Survey Items Customization, Custom Reporting, and Term Runover are collectively referred to as the "Additional Services"; The Support Day Fee, Additional Participant Fee, Custom Survey Fee, Custom Reporting Fee, and Runover Fee are collectively referred to as the "Additional Services Fees".
  - vii. Notwithstanding anything to the contrary herein or in the MSA, the Parties agree that the incorporation of Additional Services, and any corresponding Additional Service Fees, may be agreed upon and approved for addition by the Parties in writing via e-mail, and that any such written e-mail approval shall constitute a written addendum to this SOW and shall create a legally binding agreement and enforceable obligation despite the absence of a fully executed written amendment.
  - viii. Support Day Fee(s), Expenses, Custom Survey Fee(s), Custom Reporting Fee(s), and Term Runover Fee(s) will be invoiced as incurred. Additional Participant Fee(s), for the current Year,



- will be invoiced as incurred, and for any Years thereafter will be invoiced on the same schedule as the Service Fee.
- ix. Escalation. Notwithstanding anything to the contrary in the MSA, the Additional Service Fees (except for the Runover Fee), for each Year of the SOW Term, shall each increase by three percent (3%) per Year ("Escalator").

#### 4. SERVICE ASSURANCE.

- a. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays, and all offices are closed on these days or their days of observance:
  - New Year's Day (January 1)
  - Martin Luther King Day (third Monday in January)
  - Memorial Day (last Monday in May)
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  - Thanksgiving (fourth Thursday in November)
  - Day after Thanksgiving
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  - Christmas (December 25)
- b. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms-service.
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## 5. CLIENT RESPONSIBILITIES. Client shall:

- a. Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at www.pressganey.com/terms-
- b. When requesting a survey administration, provide a minimum of ten (10) weeks' notice prior to anticipated survey initiation, in order to allow for the required, set up.
- c. In the event that any Client personnel with access to Press Ganey applications and/or systems ceases to be employed by Client, Client shall promptly notify Press Ganey so that such personnel's access to Press Ganey applications and systems can be promptly terminated.
- d. Obtain and maintain all necessary and required consents, authorizations, and/or approvals required by applicable U.S. federal and state laws to enable Press Ganey's delivery of Services on Client's behalf in accordance with such laws including, but not limited to, to the extent applicable, the "prior express (written) consent" required by the Telephone Consumer Protection Act (TCPA) for Press Ganey to send text messages to a telephone number. Client shall ensure that the person providing a phone number or email address is the current subscriber or customary user for that telephone number or email address, and that such person has not revoked such consent, opted out, or unsubscribed from receiving contact from Client. In the event any participant becomes unassociated with Client or otherwise revokes their consent to be contacted, Client shall immediately notify Press Ganey.



#### 6. CLIENT SERVICES

## **Measurement & Survey Instruments**

- Physician and APP Experience Survey
  - The Physician and APP Experience Survey helps organization measure engagement and its predictors. It also helps measure the alignment of physicians and providers with organizational leadership, which is a critical factor for many organizations to drive physician and provider engagement. In addition, it assesses the experience with the organization, leaders, and concepts that address the ease of doing work.
  - The Survey also includes demographic items and optional open-ended questions. The surveys use a five-point Likert response scale to measure performance.
  - Resilience Survey Module the Press Ganey's Resilience Survey consist of 8 items. The survey was psychometrically tested and validated using respondent-level calculations. Current reporting for Engagement metrics is designed to display data at the group average level. Resilience metrics in the Engagement Portal will be provided at the group average level.
  - Safety Culture items a set of LeapFrog approved items that measure the values, attitudes, and behaviors from individuals and the organization that contribute to a safe environment for both team members and patients. This item set has three subcomponents: Prevention & Reporting, Pride & Reputation, and Resources & Teamwork.
  - Survey design includes client logo, welcome / thank you messaging.

## b. Survey Administration Services and Support

- Survey Planning and Management
  - Best practice guidance to assist with Pre-Survey Communication Strategies to drive optimal participation
  - Access to a designated Press Ganey team member who will work collaboratively with Client's Project Team on the implementation and Administration of Client's survey.
  - Survey design meetings to ensure Client's strategic objectives are attained.
  - Collaborate to align organization structure and strategy with expected reporting outputs to drive improvement initiatives. All mapping to be finalized prior to survey launch. If additional mapping support is needed, client may request a mapping expert for on-site sessions at an additional fee plus travel expenses.
  - Assist with survey set up and administration through Press Ganey's results portal.
- ii. Client Support Desk
  - Access to Press Ganey's client support desk who will provide virtual, real time client user assistance, Monday - Friday, 8:00 am - 8:00 pm EST.
- iii. Survey Administration
  - Web-based survey administration via Press Ganey's online survey is secure, easy to navigate, and features real time response review by designated users. Survey questions can be routed or branched based on defined demographics (additional fees may apply). Online surveys are easily accessed using most up-to-date browsers, make no demands on Client's IT resources and leave no lasting footprints, cookies or DDLs.
  - Compilation and reporting of English responses to up to two (2) open-ended survey items is included.
  - Use of Unique Survey Links or Survey Passwords enable "Pre-filling" of demographic data tied to each participant's data through the HRIS data file.
  - Electronic Survey Invitation and two survey reminders sent to each participant.

# c. **Dynamic Reporting Portal**

Enterprise, facility and report group level results and insights from the Survey are delivered through an intuitive, interactive, web-based solution, providing the most meaningful metrics for leaders at all levels. Portal features will be activated as required inputs are used (core items,



standard demographics, etc.). The results portal features enhanced reporting and analytic views, including:

- Narrative Summary: to view key performance metrics at a glance and guickly understand where to focus efforts
- Multiple Hierarchical Views: to view multiple versions of mapping sequence
- Filtering Options: to segment results based on dimensions or items and compare across
- Historical Trending: historical survey results and historical comparisons are available within the standard portal.
- Results Sharing Features: to export ready-to-go results summaries for leaders and groups
- Detailed Item Views: to view item level scores to assess performance and see comparisons to national benchmarks and historical scores
- Key Drivers: Key Drivers help identify the items most impactful to improving engagement (or other identified outcome). Key Drivers are available for all groups (hierarchy and filters)
- Advanced Reporting: allows users to create and export reports using a crosstab interface
- Comment Analytics: sentiment and themes of open-ended item responses
- Action Planning: provides guided action planning, complete with best practice content
- Ability to export results to multiple file formats

## Standard reporting:

- Survey responses are processed and analyzed for each group in the hierarchy, including mean scores for dimensions and survey items, difference scores (from benchmarks), response frequencies (n size) and response distribution (% unfavorable, % neutral and % favorable).
- One Press Ganey Benchmark will be provided. Press Ganey recommends the National Health Care Benchmark. Custom benchmarks are available at an additional cost.
- Results are provided for all groups meeting the minimum response threshold. Those not meeting the threshold will be "rolled up" into the next highest reporting level.
- Web-based support includes step by step guides to navigate the results portal.
- iii. Access to Press Ganey's online reporting platform will be available until termination of this SOW.
- iv. Press Ganey's Advisor will provide a virtual Engagement Portal training to Client (one hour) to educate leaders on how to access the tool and pinpoint opportunities for improvement.

#### d. Advisory Services:

- Advisory Services include a Project Kick-off call with the Advisor, the Executive Overview Summary with the Key Driver Analysis, and a two (2) hour virtual presentation of the Executive Overview.
- ii. Expert Advisors will collaborate with client to provide these additional services at the commencement of each project and throughout the SOW Term:
  - Guidance and recommendations regarding the rollout of Client's engagement results and tactics to help drive improvement. In addition to virtual support to Client's leaders, the Advisor will deliver the Insights & Recommendations derived from the survey to Client's executive leadership team (at an additional fee).
  - A resource to leaders for interpreting results, planning feedback meetings with a team and creating an action plan on selected issues.
  - Participate in a virtual project Kickoff Session to assess and align efforts with current organizational priorities, offering guidance on item selection and benchmarking, and support the development of the organizational hierarchy.
  - Facilitate goal setting efforts in conjunction with Client's primary contact



- Prepare senior leaders and managers to act on the data. Once the results are compiled, the team develops a training strategy that disseminates organization-level results and provides managers/leaders with the tools, knowledge and skills to easily interpret their results, share findings and drive improvement strategies.
- Facilitate Peer Networking as desired for idea-sharing among Press Ganey clients of similar make up

## e. Continuous Research Updates and Feature Upgrades

- Press Ganey is committed to continuous research, best practice publishing and networking, and programmatic updates to help clients drive and sustain greater levels of performance. Clients will have access to the following:
  - Portal-based access to Press Ganey Solution Starters mapped to key survey items and concepts, and other improvement support content
  - Access to Press Ganey published white papers and case studies
  - Updates to health care focused engagement trends
  - Analysis of latest linkages at the national level between caregiver engagement and other key business outcomes
  - Teleconferences and web-based workshops highlighting client best practices and industry

In Witness hereof, the Parties have executed this Statement of Work as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER (Client #769)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
Ву:	By:  DocuSigned by:  05DA676C3E764E0
Name: Charles R. Harris	Name: Dan Litwer
Title: CEO	Title: Chief Client Officer
Date:	<b>Date:</b> 3/4/2025   8:47 AM EST

APPROVED AS TO LEGAL PROVISIONS

Signed by: Stacy Sautta Monterey County Deputy County Counsel 3/5/2025 | 1:25 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by: Patricia Ruiz

Auditor Controller Analyst I 3/5/2025 | 3:23 PM PST