

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of January 1, 2020 (“Effective Date”) by and between **Press Ganey Associates, Inc.**, an Indiana corporation with its principal offices at 404 Columbia Place, South Bend, Indiana 46601 (“Press Ganey”) **The County of Monterey, a political subdivision of the State of California (hereafter, “County of Monterey, on behalf of Natividad”)**, with its principal offices at 1441 Constitution Boulevard, Salinas, CA 93906 (“Client”). Each of Press Ganey and Client may be referred to herein as a “Party” and collectively as the “Parties.” This MSA together with each Statement of Work (“SOW(s)”) entered into by the Parties are collectively referred to as the “Agreement.”

WHEREAS, Client is in the business of operating health care facilities and delivering healthcare services;

WHEREAS, Press Ganey is in the business of providing certain performance measurement, improvement and other services to health care facilities; and

WHEREAS, Client desires to engage Press Ganey, and Press Ganey desires to be engaged, to perform the Services on behalf of Client detailed in and in accordance with this Agreement.

NOW THEREFORE, in consideration of the recitals above and the covenants, agreements and stipulations set forth herein, the Parties agree as follows:

1. **SERVICES.** Subject to the terms and conditions of this Agreement, Client agrees to purchase from Press Ganey the products, and engage Press Ganey to perform the services on Client’s behalf, that are described in a SOW (“Service(s)”), and Press Ganey agrees to use commercially reasonable efforts to provide, deliver or perform those Services to Client in accordance with this Agreement.
2. **STATEMENTS OF WORK.** Each Service shall be described in a written SOW executed by the Parties that references this Agreement. The Parties shall enter into on or after the Effective Date a separate SOW for each Service performed and delivered under this Agreement. Unless specifically provided otherwise in a SOW, each SOW, including any additional obligations of each Party set forth in the SOW, shall be deemed to be incorporated fully (subject to the final sentence of this Section 2 (Statements of Work)) into this Agreement and shall be performed subject to the terms of this Agreement and any additional provisions set forth in that SOW. In the event of any conflict between a SOW and the terms of this Agreement, the terms of this Agreement shall control, unless the SOW references a particular section of this Agreement and provides that it is expressly amended for the purposes of the applicable SOW or otherwise, and that amendment will be valid only for that particular SOW and will not amend this Agreement generally (unless otherwise expressly set forth in that SOW). The first SOWs between the Parties are attached to and incorporated into this Agreement as **Exhibits A, B and C**. Notwithstanding the foregoing, should Client and Press Ganey enter into a SOW for Patient Reported Outcome Measures (“PROMs SOW”), those terms and conditions in the PROMS SOW relating to de-identified Client Data, Limited Data Set(s) (as defined in the PROMs SOW), publication of data, intellectual property rights, Data Extracts (as defined in the PROMs SOW), and indemnification, including but not limited to hold harmless language, shall apply to the services performed under such PROMs SOW.
3. **TERM.** The initial term of this Agreement shall commence on **January 1, 2020** (“Start Date”) and continue for **three (3) years** from the Start Date (“Initial Term”).
4. **COMPENSATION.**
 - a. Client shall pay Press Ganey the amounts set forth in each SOW, in United States Dollars, in accordance with the terms of that SOW and this Agreement. Unless otherwise provided in the applicable SOW, Press Ganey will invoice Client on a monthly basis for all fees, charges and other amounts incurred by Client under this Agreement.
 - b. Client shall be responsible via written Amendment for any applicable United States Postal Service rate increases that may occur and take effect during the Term of this Agreement.

- c. Payment is due to Press Ganey net thirty (30) days from receipt of a certified invoice by the County of Monterey Auditor-Controller. Client shall submit each payment to: Press Ganey Associates, Inc., Box 88335, Milwaukee, WI 53288-0335.
- d. Press Ganey, in its sole discretion, reserves the right to withhold, suspend or terminate Services or immediately cancel this Agreement for past due or otherwise delinquent accounts.

5. CLIENT REQUIREMENTS. Press Ganey shall ensure the quality of the Press Ganey national database for its survey service products through established standards of data collection and data reporting. In order to participate in the national database, Client agrees to comply with the requirements of sampling strategy, survey distribution methodology or other standards required for delivery of Services, which are set forth in each applicable SOW. Client acknowledges that a common distribution methodology must be used in order to avoid bias, enable comparative data validity, and meet the highest standards of reporting. Additionally, Client acknowledges that reporting standards require a minimum number of surveys be returned before a statistically valid report can be issued by Press Ganey.

6. CONSENTS/AUTHORIZATIONS.

- a. Client hereby represents and warrants that it has obtained and shall continue to obtain and maintain throughout the Term, all necessary and required licenses, permits, consents, authorizations, and/or approvals required by applicable laws, rules, regulations or policies to enable Press Ganey's delivery of Services on Client's behalf in accordance with those laws, rules, regulations or policies, including, but not limited to, any patient consents or authorizations necessary for Press Ganey to perform the Services. For the avoidance of doubt, Client represents and warrants that it has obtained, and shall continue to obtain and maintain throughout the Term, the consents required by the Telephone Consumer Protection Act (TCPA) and the Federal Communications Commission's TCPA rules for Press Ganey to perform the Services through the use of an automatic telephone dialing system, prerecorded or artificial voice, or other technologies.
- b. Should Client request and Press Ganey agree, to mail or deliver surveys in connection with the Services to patients who have received mental health services or treatment for other sensitive conditions, Client will sign a waiver in the form and substance approved by Press Ganey and Client represents, warrants and covenants to Press Ganey that each survey that Client requests or otherwise engages Press Ganey to mail or deliver in connection with the Services, including those involving patients who have received mental health services or treatment for other sensitive conditions, when mailed or delivered by Press Ganey in accordance with applicable SOW, will comply with all applicable laws, including: (i) HIPAA (as defined in Section 9(c)), (ii) other applicable federal and state laws governing the privacy or security of health data, (iii) all laws governing the use or disclosure of sensitive health information, (iv) the TCPA and the Federal Communications Commission's TCPA rules, and (v) all laws governing the use or disclosure of health data relating to a minor. Client acknowledges and agrees that Press Ganey provides the Services as an administrative service only and in reliance on Client's representations and warranties set forth in this Section 6 (Consents / Authorizations) and elsewhere in this Agreement.

7. OWNERSHIP AND INTELLECTUAL PROPERTY.

- a. Unless specifically provided otherwise in a SOW (in which case that specific exception shall apply only to the SOW that includes that exception and not any other SOWs), the Parties acknowledge and agree that any Client-specific reports (including quarterly reports and any report created by Client using a Press Ganey online application) and Client-specific data analyses created by Press Ganey for Client under this Agreement (collectively, "Work Product") shall be owned by Client. Subject to Section 7(b), below, all right, title and interest in the Work Product will vest in Client and all Work Product will be deemed to be works made for hire for Client.

- b. Notwithstanding anything to the contrary in Section 7(a), Press Ganey owns, and reserves all rights in and to, the Press Ganey Knowledge Base Materials. The phrase “Press Ganey Knowledge Base Materials” shall mean any survey questions, methodologies, comparative and benchmark databases and any related documentation generated by or on behalf of Press Ganey or any Press Ganey personnel (including, without limitation, all de-identified survey-level responses and other measures of patient satisfaction or clinical performance) as well as any technology, software, code, processes, know-how, or tools that have independent value outside of the Work Product. In the event that the Work Product contains or references any Press Ganey Knowledge Base Materials, Press Ganey hereby grants to Client a perpetual, non-exclusive, non-transferable, non-sublicensable, limited license to use or access those Press Ganey Knowledge Base Materials that may be contained in the Work Product solely for Client’s own internal purposes. Press Ganey will retain all right, title and interest (including, without limitation, all intellectual property rights) in and to the Press Ganey Knowledge Base Materials. Client shall not, and shall not permit any third party to, (i) decompile, disassemble or reverse engineer the Press Ganey Knowledge Base Materials; (ii) modify the Press Ganey Knowledge Base Materials, or create any derivative product from any of the Press Ganey Knowledge Base Materials; (iii) use the Press Ganey Knowledge Base Materials except as incorporated into the Work Product; or (iv) market, sell or distribute the Press Ganey Knowledge Base Materials on a stand-alone basis or together with any other products or services. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Press Ganey Knowledge Base Materials shall be owned solely and exclusively by Press Ganey, as shall any and all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide therein and thereto, and Client hereby assigns to Press Ganey any and all of its interests, title or ownership in the Press Ganey Knowledge Base Materials or any modification to or derivative work of the Press Ganey Knowledge Base Materials.
- c. Client acknowledges and agrees that, pursuant to this Agreement, Client has provided and continues to provide Press Ganey, or Press Ganey has otherwise collected or accessed and continues to collect or access on Client’s behalf, certain data (including, but not limited to, patient uploads and responses) (collectively, “Client Data”) in connection with Press Ganey’s performance of the Services for Client or the exercise of Press Ganey’s rights under this Agreement. Notwithstanding anything to the contrary in this Agreement, the BAA (as defined below) or any other agreement or understanding between the Parties, and without limiting any other rights of Press Ganey with respect to Client Data or PHI (as defined below) received from or created on behalf of Client, including any rights set forth in the BAA, Client hereby authorizes Press Ganey to de-identify Client Data and to use, disclose and include that de-identified Client Data within the Press Ganey Knowledge Base Materials. The Parties acknowledge and agree that de-identified Client Data shall immediately cease to be Client Data and shall become part of the Press Ganey Knowledge Base Materials. The Parties further acknowledge and agree that de-identified Client Data no longer meets the definition of PHI and is therefore not subject to the provisions of the BAA. Client and Press Ganey shall not, and Client shall not permit any third party to, attempt to re-identify any Press Ganey Knowledge Base Materials, including any de-identified Client Data therein.
- d. Client acknowledges and agrees that electronic, raw data files containing patient-level responses, measurement or improvement scores or compilations thereof, that may be provided by Press Ganey to Client (“Data Files”), also contain Press Ganey proprietary information and intellectual property. Client may request, and Press Ganey may agree to provide Client with access to the Data Files in a manner determined by Press Ganey after the Parties enter into a separate data use agreement in the form and substance approved by Press Ganey. In the event that Press Ganey provides Client with access to any Data Files, Client agrees to: (i) only use the Data Files for its own internal purposes and not for the benefit of any third party; (ii) only share, disclose, or transmit the Data Files to a person who is an employee of Client or has a written contractual relationship with Client to provide further analysis of Client’s own internal business purposes; (iii) not, and Client shall not permit any third party to, combine any of the information in the Data

Files with other information to generate benchmarks; and (iv) not, and Client shall not permit any third party to, share Data Files with any other entity that provides satisfaction/experience/engagement measurement reporting tools, services, or other activities or services similar or reasonably competitive to those offered by Press Ganey.

- e. Neither Party shall use the Marks of the other Party for any advertising, marketing, or endorsement without the prior written consent from such other Party; provided, however, that, without obtaining Press Ganey's prior written consent, Client may use Press Ganey's Marks solely to promote its use of the Services provided by Press Ganey to Client under this Agreement, provided that such use of Press Ganey's Marks shall be in compliance with Press Ganey's then-current branding usage guidelines available to Client upon request. The foregoing notwithstanding, Client grants Press Ganey the right to include Client's name in Press Ganey's client list, including its list of participants in the database, and list of award winners, when applicable. A Party shall immediately cease using the Marks of the other Party in any manner found objectionable by that Party. As used in this Agreement, "Marks" means a Party's trademarks, service marks and associated logos. Each Party shall retain all right, title and interest in and to its Marks, and each Party's use of the other Party's Marks shall inure to the benefit of such other Party.

8. CONFIDENTIALITY.

- a. Client agrees to hold in strict confidence and neither to sell, convey, distribute, duplicate, or disclose, nor otherwise utilize, alter/modify, or create derivative works from Press Ganey's Confidential Information. "Confidential Information" shall mean all information of Press Ganey's that is not generally known to the public and is used, obtained or developed by Press Ganey in connection with its business and which is disclosed in writing, verbally, electronically or by any other means directly or indirectly by Press Ganey to Client before or after the Effective Date, including, without limitation, any information relating to: methodologies and protocols, processes, surveys or other measurement instruments, measurement calculations, know-how, sampling information, staffing models, finances, source code, product designs, improvements, trade secrets, market opportunities, customers, suppliers, specifications, and future product offerings. Client agrees to take reasonable steps to ensure that its employees, agents and any other persons permitted access to Confidential Information are advised of the confidential nature of the materials and the restrictions herein imposed upon Client. Client and Press Ganey agree that this Agreement is not confidential.
- b.
- c. The obligations of confidentiality provided hereunder shall survive for a period of two (2) years after the expiration or termination of this Agreement for any reason; provided, however, with respect to any item of Confidential Information which rises to the level of a trade secret under applicable law, such obligations shall survive the expiration of such two (2) year period and remain in full force and effect for so long as the applicable Confidential Information remains a trade secret under applicable law. Upon the termination or expiration of this Agreement, for any reason, all Confidential Information disclosed hereunder will be promptly returned to Press Ganey or, upon the request of Press Ganey, will be promptly destroyed and certified as destroyed by an officer of Client.
- d. Client warrants that it will only use Confidential Information as authorized by Press Ganey and in direct connection with the Services. Client acknowledges and agrees that irreparable harm would result to Press Ganey upon any breach of the covenants contained in this Section 8 (Confidentiality) by Client and that damages arising out of such breach may be difficult to ascertain. Therefore, Client and Press Ganey agree that, in addition to all other remedies provided at law or in equity, Press Ganey may seek, without bond, from a court of law or equity both temporary and permanent injunctive relief to prevent a breach of any of such covenants.

- e. Press Ganey shall protect the confidentiality of all information received from Client. Press Ganey shall maintain information received in connection with this Agreement in strict confidence, and shall not disclose any such information to any individual or outside entity, except as authorized or required by law for the performance of its duties hereunder.
- f. “Confidential Information” shall not include any Protected Health Information (as that term is defined in 45 C.F.R. § 160.103) received from, or received, maintained, transmitted or created on behalf of, Client by Press Ganey in connection with the Services (collectively, “PHI”). All PHI shall be subject to the business associate agreement (“BAA”) as required by law, between the Parties attached to and incorporated into this Agreement as **Exhibit C**, which may be amended and/or restated from time to time by the Parties. In the event of a conflict between this Agreement or any SOW, on the one hand, and the BAA, on the other hand, relating to creation, receipt, maintenance or transmission of PHI, the terms and conditions of the BAA shall control. Notwithstanding the foregoing, certain Services involve PHI transmitted directly from The Centers for Medicare and Medicaid Services (“CMS”) to Press Ganey. Data transmitted directly from CMS to Press Ganey shall be governed by an applicable Data Use Agreement (“DUA”) between Press Ganey and CMS, as required by CMS. PHI transmitted by Client to Press Ganey related specifically to those Services described in the preceding sentence shall be subject to the BAA, however, in the event that any provision of the BAA conflicts with Business Associate’s obligations under its DUA with CMS or any other requirements imposed by CMS upon Business Associate as a CAHPS vendor, the terms and obligations of the DUA and CMS requirements as a CAHPS vendor shall supersede any requirement set forth therein.

9. COMPLIANCE OBLIGATIONS.

- a. **Access to Books and Records.** If 42 U.S.C. § 1395x(v)(1)(I) is applicable to this Agreement, Press Ganey will allow the Secretary of Health and Human Services (“HHS”), the Comptroller General, or their duly authorized representative, access, upon proper request, to Press Ganey’s books, documents, and records, and any subcontractor’s books, documents, and records (collectively “Records”) necessary to verify the cost of the Services provided hereunder until expiration of four (4) years after said Services are furnished. In the event that there is a request by one (1) or more federal agencies to examine Press Ganey’s Records, Press Ganey shall notify Client immediately of the nature and scope of any request, and shall provide copies of any Records to Client prior to providing them to any governmental agent, giving Client an opportunity to lawfully oppose such production of documents.
- b. **Federal Healthcare Programs.** Press Ganey represents and warrants to Client that it is not excluded from participation in 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 such federal health care programs and has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent such that it knows or should know are excluded from participation in any federal health care program to provide items or services hereunder. Press Ganey represents and warrants to Client that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against Press Ganey or to its knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.
- c. **HIPAA.** Press Ganey shall provide its Services in accordance with all applicable federal and state laws and regulations governing the confidentiality and security of Client Data. The Parties anticipate that Press Ganey will or is likely to have access to, create, maintain, transmit and/or receive certain PHI and/or personal information in conjunction with the Services being provided hereunder. With respect to any PHI that Press Ganey receives from, or creates on behalf of, Client, Press Ganey is and will at all times during the Term be in compliance with all applicable federal and state privacy and security statutes and regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including amendments made through the American Recovery and Reinvestment Act and any regulations thereto promulgated by the Secretary of HHS. Notwithstanding the foregoing, Client

agrees that any information contained in any file(s) transferred to Press Ganey under or in furtherance of this Agreement shall not be a designated record set as defined by HIPAA. Client agrees to maintain a separate designated record set for each of its patients pursuant to which Client may comply with 45 C.F.R. §§ 164.524 and 164.526 without need to obtain or reference PHI in possession of Press Ganey.

- d. **Privacy Laws and TCPA.** With respect to Services that Press Ganey provides on behalf of Client, Client shall comply with all applicable U.S. federal and state laws, rules and regulations, international export and privacy laws, privacy policies and other laws regarding telephone calls, text messages, call recording, and the transfer and/or transmission of data, including but not limited to the TCPA.

10. QUALITY REPORTING. If Press Ganey is chosen as Client's vendor under the (i) Consumer Assessment of Healthcare Providers and Systems ("CAHPS"), (ii) ORYX or other quality measurement program under The Joint Commission, (iii) Centers for Medicare and Medicaid Service reporting program, or (iv) any other federal, state or regulatory reporting program (collectively, "Quality Reporting Program"), Press Ganey shall adhere to these programs' most current requirements in its delivery of Services. Client agrees that contracting with Press Ganey for Services under a Quality Reporting Program is not an assurance of compliance with all federal and/or state requirements. Client understands that it has a separate and distinct non-delegable legal obligation to comply with all federal and/or state requirements and Press Ganey is not liable for Client's failure to comply with these requirements.

11. WARRANTY.

- a. Press Ganey warrants that Services provided hereunder will be performed in a professional and workmanlike manner, and that the Work Product, delivered by Press Ganey to Client will conform substantially to the specifications in the SOW.
- b. Press Ganey does not warrant or represent that the Services provided pursuant to this Agreement will be capable of achieving any particular result in Client's business, that all errors, defects or deficiencies can or will be found or corrected, or that the operation of any Work Product which is the subject of the task specifications will operate uninterrupted or error free. With regard to Services that do not comply with the warranties provided in this Section 11, Press Ganey shall correct or adjust any defective performance or nonperformance ("Defects"), of the Services provided that Client notifies Press Ganey in accordance with Section 13(b) of such non-compliance. If the Defects are not cured within the period set forth in Section 13(b), Client may terminate this Agreement pursuant to that Section.
- c. FOR THE AVOIDANCE OF DOUBT, PRESS GANEY MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO AND SHALL NOT BE LIABLE FOR: (A) ANY FAILURE BY PRESS GANEY OR CLIENT TO OBTAIN 'PRIOR EXPRESS CONSENT' OR 'PRIOR EXPRESS WRITTEN CONSENT' AS APPLICABLE UNDER THE TCPA OR THE FCC'S TCPA RULES TO PLACE VOICE TELEPHONE CALLS AND, FOR WIRELESS TELEPHONE NUMBERS, VOICE CALLS AND TEXT MESSAGES; (B) ANY INACCURATE DATA, INFORMATION OR INSTRUCTIONS PROVIDED BY CLIENT TO PRESS GANEY; OR (C) ANY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM OR A PRERECORDED VOICE BY PRESS GANEY OR CLIENT.
- d. THE WARRANTIES SET FORTH IN THIS SECTION 11 (WARRANTY) ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

12. TAXES. Notwithstanding the fact that Client may be a tax-exempt entity, Client will be responsible for payment of any sales, use, excise, value-added, personal property, export, import, withholding, transaction privilege, or similarly imposed taxes (collectively, "Taxes") assessed or imposed by any tax authority with respect to the

payments Client makes to Press Ganey under this Agreement (except for any taxes based on Press Ganey's net income or employees). The pricing set forth in any SOW, as amended from time-to-time by the Parties, does not include any Taxes. Both parties agree that, if at any time during or after the Term, any tax authority asserting jurisdiction over Client or any Client facility assesses liability for Taxes, imposes one (1) or more Taxes or revokes (through legislation or agency decision) any tax exemption previously relied upon by Client, Client shall assume full responsibility for and make all payments of any and all Taxes due via an amendment to this agreement.

13. TERMINATION AND SURVIVAL.

- a. **Cancellation.** Any cancellation of this Agreement by Client not in accordance with this Section 13 (Termination and Survival) shall trigger a payment, due in full, upon demand by Press Ganey in an amount equal to six (6) months worth of fees due to Press Ganey under the Agreement ("Liquidated Damages"). The Parties do not intend the Liquidated Damages to constitute a penalty, but rather compensation for harm caused to Press Ganey that is difficult to determine as of the Effective Date of this Agreement.
- b. **Termination.**
 1. In the case of material breach of the material terms of this Agreement or violation of any laws described in Sections 6(b) or 9, the non-breaching Party shall notify the breaching Party of the suspected breach in writing and provide a reasonably detailed description of the breach. The breaching Party shall have forty-five (45) days to cure the breach described in that notice. In the event the breaching Party is unable to cure that breach within that forty-five (45) day period, the other Party may terminate this Agreement by providing a written termination notice to the breaching Party, but may not make a claim for future damages under this Agreement. In lieu of terminating this Agreement as provided for in this Section 13(b), Press Ganey may suspend the provision of the Services to Client until Client has cured the breach to Press Ganey's satisfaction. No Liquidated Damages shall be due for any valid termination of this Agreement under this Section 13(b).
 2. During the Initial Term of this Agreement, Client may terminate the Agreement for any reason by giving written notice of termination to the Press Ganey at least ninety (90) days prior to the anniversary of the Start Date. Upon proper notice, such termination shall be effective upon the next annual anniversary of the Start Date. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
 3. Client's payments to Press Ganey under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Client's purchase of the indicated quantity of services, then Client may give written notice of this fact to Press Ganey in accordance with section 13(b)(2) above, and the obligations of the parties under this Agreement shall terminate upon the next annual anniversary of the Start Date.
- c. Where a BAA has been executed between the Parties, and where there has been a material breach of said BAA by Press Ganey for which no cure is possible and in which the BAA and relationship must be terminated, no Liquidated Damages shall be due.
- d. The Parties agree that according to the CAHPS Quality Assurance Guidelines a Client may only change CAHPS vendors at the beginning of any calendar quarter. Therefore, any cancellation during a calendar quarter shall not be valid until the end of the applicable calendar quarter and the Parties agree that Client shall be responsible for all costs incurred by Press Ganey, which costs shall not exceed those herein agreed to by the Parties, resulting from Client's compliance obligations with CMS regulations or aforementioned Quality Reporting Program following receipt of a cancellation notice due to the aforementioned CAHPS guidelines.

- e. **Survival.** In addition to any other provisions herein, which by their terms, survive the termination or expiration of this Agreement or that must survive in order to give meaning to other provisions of the Agreement, the following Sections of this Agreement will survive termination or expiration of this Agreement: 6 (Consents/Authorizations), 7 (Ownership and Intellectual Property), 8 (Confidentiality), 9 (Compliance Obligations), 10 (Quality Reporting), 12 (Taxes), 14 (Indemnification and Limitation of Liability), 16(f) (Choice of Law), and 16(g) (Dispute Resolution).

14. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- a. **Indemnification.** Subject to the terms and conditions set forth herein, each Party shall indemnify, defend, and hold harmless the other Party, and its respective directors, officers, parent entities, subsidiaries, employees, shareholders, agents and its and their successors and assigns from and against any and all third-party claims, actions, suits, liabilities, judgments, losses, damages, reasonable costs, reasonable charges, reasonable attorneys' fees and/or expenses incurred or suffered by the indemnified Party arising out of, relating to or in connection with (i) the indemnifying Party's performance under this contract, including the acts, errors or omissions of any third party within their control, (ii) the indemnifying Party's breach of this Agreement or (iii) the Indemnifying Party's violation of applicable law, including, but not limited to, any violation of the laws described in Section 6(b). Press Ganey shall indemnify, defend, and hold harmless Client, and its respective directors, officers, parent entities, subsidiaries, employees from and against any and all third-party claims, actions, losses, damages, and/or liability related to the infringement or misappropriation by Press Ganey of any patent, patent application issued or published on or before the Effective Date, copyright or trademark of a third party in the United States and for any related costs or expenses (including reasonable attorney's fees) incurred by Client.
- b. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and except as specified in Section 13(a) (Termination and Survival) or where this exclusion or restriction of liability would be void or ineffective under applicable law, in no event will either Party be liable to the other under, in connection with or related to this Agreement for any special, indirect, consequential, exemplary or punitive damages (including, without limitation, loss of profits or revenues, loss of goodwill, penalties or withholding of reimbursement by a health care payer, state/federal agency or other entity) whether based on breach of contract, warranty, tort, product liability or any other legal theory, even if that Party has been advised of the possibility of such damages. The Parties further agree that, notwithstanding any other provision of this Agreement, the BAA, or any other agreement between the Parties or exhibit hereto, Press Ganey's total cumulative liability under, in connection with or related to this Agreement or in furtherance of the Agreement's provisions or objectives, including but not limited to liability under the BAA or any other agreement between the Parties or exhibit hereto, shall be limited to the insurance policy limits stated in Section 15 of this Agreement.

15. INSURANCE

- a. Evidence of Coverage:

Prior to commencement of this Agreement, the Press Ganey shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Press Ganey upon request shall provide a certified copy of the policy or policies.

- b. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide.

- c. Insurance Coverage Requirements: Without limiting Press Ganey's duty to indemnify, Press Ganey shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If Press Ganey employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Press Ganey shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- c. Other Requirements:

All insurance required by this Agreement shall be with an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Press Ganey completes its performance of services under this Agreement.

Press Ganey shall provide Client notice in writing at least thirty days in advance of any reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Press Ganey 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.

Press Ganey shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, upon request by Client, annual certificates to Client.

16. NOTICES. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective two (2) days after they are delivered or when received, whichever occurs first, and shall be sufficient if given in writing, hand delivered, sent by overnight courier or First Class United States Mail, postage prepaid. Refusal to accept delivery will be deemed receipt. A Party may change its notice address for purposes of this Agreement by giving written notice to the other Party. Notice locations for the Parties are as follows:

Press Ganey:

Press Ganey Associates, Inc.
404 Columbia Place
South Bend IN 46601
Attn: Contracts Dept.

Client:

Natividad Medical Center
Attn: Contracts Division
1441 Constitution Blvd
Salinas CA 93906
Fax: 831-757-2592

17. MISCELLANEOUS.

- a. **Independent Contractor.** Press Ganey is an independent contractor to Client and nothing contained in this Agreement shall be construed as creating or implying a legal partnership, agency, joint venture or employment relationship between the Parties, nor shall either Party have the right, power or authority, whether express or implied, to assume, create or incur any expense, liability or obligation, whether express or implied, on behalf of the other Party.
- b. **Assignment.** Neither Party may assign this Agreement without the express written consent of the other Party. Notwithstanding the foregoing, either Party may, upon proper notice to the other Party, assign this Agreement to any affiliate or entity resulting from the sale, combination, or transfer of all or substantially all of the assets, capital stock, or membership interest, or from any other corporate form of reorganization by or of a Party. Any permitted assignee or successor of Client shall acknowledge in writing that the terms and conditions of this Agreement shall continue in full force and effect through the end of the Term after the date of such permitted assignment or succession.
- c. **Severability and Amendment.** If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision herein or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted from this Agreement to the minimum extent necessary to cure such violation. The Parties further agree that in the event that a Party reasonably determines that the performance of any Services is deemed to be a violation of any statute, regulation, or other binding requirement by that Party, the Parties agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to the amended legal requirement.
- d. **Waiver.** No provision of or right or obligation in this Agreement shall be deemed waived by a Party unless such waiver is in writing and signed by the Party against whom enforcement is sought. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.
- e. **Force Majeure.** Except for Client's obligations to make payments to Press Ganey under this Agreement, neither Party shall be liable under, or in default of, this Agreement for failure to perform its obligations hereunder if such failure arises out of causes beyond such Party's reasonable control and without its fault or negligence. Such causes or conditions include, but shall not be limited to, act of God, war, terrorism, civil disturbance, court order, natural disaster, or any other cause beyond the reasonable control of the affected party (a "force majeure"). However, if by reason of a force majeure either Party shall be rendered unable to carry out its obligations under this Agreement, either in whole or part, then such Party shall give notice and full particulars of such force majeure in writing to the other Party reasonably soon after occurrence of the

event or course relied upon. The Party providing notice of a force majeure shall endeavor to remove or overcome such inability with all reasonable effort.

- f. **Choice of Law.** -Intentionally omitted.
- g. **Dispute Resolution.** Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be resolved by the Parties through binding arbitration in Indiana pursuant to the commercial arbitration rules of the American Arbitration Association (“AAA”) and judgment on any award rendered by the arbitrator shall be final and non-appealable and may be entered in any court of competent jurisdiction. The arbitration proceedings must be conducted in the English language. Arbitration shall be initiated by service of the demand for arbitration within a reasonable time after the claim has arisen. In no event may arbitration be demanded after the date the claim would be barred by the applicable statute of limitations. The arbitrator will be chosen by mutual agreement of the Parties. If the Parties fail to reach agreement within thirty (30) days of service of the demand for arbitration, the arbitrator will be chosen by the AAA. The foregoing notwithstanding, Press Ganey reserves the right to invoke the jurisdiction of any competent court to remedy or prevent violation of any provision of this Agreement.
- h. **Entire Agreement.** This Agreement, associated SOWs and any other exhibits hereby extinguish and supersede all previous and contemporaneous agreements, understandings and communications, whether oral or written, between the Parties and constitute the entire understanding between the Parties with respect to the subject matter herein and may not be modified or amended except by written agreement executed by both Parties, unless otherwise specified herein. The Parties acknowledge that this Agreement may need to be modified to ensure compliance and consistency with applicable law and changes thereto, including but not limited to the TCPA, and the Parties agree to amend the Agreement, at any time or from time to time, for such purposes.
- i. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Press Ganey and Client and no third party beneficiary status shall be created with respect to any other entity or person.
- j. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by mail in portable document format will be effective as delivery of a manually executed signature page of this Agreement.

[Signature Page Follows]

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

| | |
|---|-------------------------------------|
| COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD (Client #769) | PRESS GANEY ASSOCIATES, INC. |
| By: | By: |

| | |
|---------------|---------------|
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

EXHIBIT A PATIENT EXPERIENCE STATEMENT OF WORK

This Statement of Work (“SOW”) entered into by and between **Press Ganey Associates, Inc.** (“Press Ganey”) and **The County of Monterey, on behalf of Natividad** (“Client,” together with Press Ganey, the “Parties”) covers Press Ganey’s engagement to provide services to the Client. This SOW is entered into pursuant to and subject to the terms and conditions of the County of Monterey Master Services Agreement (“MSA”) between the Parties effective January 1, 2020. Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. SERVICE SUMMARY.

- a. Patient Experience Survey Products. Press Ganey shall use commercially reasonable efforts to:
 - Create and send multiple versions of the survey tool, as necessary and as requested by Client.
 - Conduct multiple wave surveying services to satisfy Client’s participation requirements, pursuant to applicable initiatives set forth in the Consumer Assessment of Health Providers and Systems, sponsored by the Centers for Medicare and Medicaid Services, if applicable.
 - Provide access to survey images and recordings, if available and permitted based on CMS guidelines.
 - Offer Client the ability to monitor the number of surveys administered, returned, and completed.
 - Transcribe all patient survey comments made in English collected via mail or telephone verbatim (for example, grammar mistakes would not be corrected) and apply a comment rating to each comment.
 - Apply a comment rating to each eSurvey comment made in English using a sentiment analysis software algorithm, which yields a rating accuracy of eighty (80) percent.

- b. Patient Experience Reports. Press Ganey shall use commercially reasonable efforts to:
 - Provide a worldwide, royalty-free, non-exclusive, limited, non-transferable, non-assignable, non-sublicenseable license to use Press Ganey’s Patient Experience web-based application(s), for an unlimited number of users at each facility; client must designate a primary root user who will be responsible for user access and management of adding, maintaining and deleting users for their organization. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the application and agrees not to reverse engineer the application or otherwise attempt to obtain the source code for the application or make any other use of the application except as authorized by Press Ganey in writing;
 - Provide reporting of patient experience results that include, but are not limited to:
 - (1) Static reports of Press Ganey CAHPS performance for standard time periods.
 - a. Static reports will be provided within thirty (30) days of the close of data collection.
 - (2) Interactive reporting, including the ability to create configurable data views
 - (3) Benchmarking to allow organizational comparison with selected peer groups
 - (4) Priority indices
 - (5) Comment reports
 - Make comments available for review through the web-based application and provide the capability for Client’s designated staff to review comments containing concerning content through specialized reporting, also referred to as “Hot Comments”. The determination regarding the content to be flagged by the Hot Comments functionality requires Client’s input. Client acknowledges that (i) Press Ganey does not guarantee that Hot Comments will identify

all content that Client considers to be concerning and (ii) Press Ganey has no obligation to flag comments for any reason.

- Provide additional reports through the web-based application on a monthly, quarterly, or annual basis upon Client's request. There may be a fee associated with these additional reports.
- c. Client Support Services. Press Ganey shall use commercially reasonable efforts to:
- Provide access to improvement content related to major service lines.
 - Provide access to Press Ganey's Online Forum – an information exchange forum that allows facilities to review industry best practices and collaborative solutions for improving patient experience.
 - Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposia.
 - Provide periodic access to online Press Ganey publications.
- d. Advisor Support. Press Ganey will provide a Patient Experience Advisor (“Advisor”) who will support Client through unlimited virtual support and up to two (2) onsite days annually in the following activities:
- Advise in the development and promotion of a new patient experience strategy or the revitalization of existing one
 - Support data interpretation, including goal setting guidance, and data management guidance
 - Provide Product and Press Ganey tool Training and Education
 - Best practice sharing via approved Tool Kits and Press Ganey publications
 - Conduct real-time observations with standard feedback report of active best practices
 - Facilitate networking
 - At mutual agreement with client, provide an annual Partnership Plan
- e. Account Manager Support. Press Ganey shall use commercially reasonable efforts to provide access to a designated Account Manager who will:
- Work collaboratively with client on the implementation of new survey products and continuous on-going support:
 - Cooperate with client to determine survey customization that aligns with organizational goals and initiatives. Survey customizations can be made once annually.
 - Recommend appropriate sampling strategies aimed toward obtaining actionable data. Client may request sampling adjustments quarterly, and Press Ganey will cooperate with Client to determine whether the requested adjustment is recommended.
 - Collaborate with client and Advisor to align inbound data with expected reporting outputs that drive improvement initiatives.
 - Provide reasonably detailed information from audits proactively performed in connection with Client setup and otherwise throughout the term of the SOW to guide compliance with CAHPS regulations and guidelines. Client acknowledges that this is not an assurance of compliance with any federal and/or state laws, regulations, or requirements. Client understands that it has a separate and distinct non-delegable legal obligation to comply with all federal and/or state laws, regulations or requirements and Press Ganey is not liable for Client's failure to comply with these requirements.

- f. Client Support Desk. Press Ganey shall use commercially reasonable efforts to provide access to our client support desk who will:

- Provide virtual, real time client user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.

2. DATA COLLECTION METHODOLOGY. Provided that Client is in compliance with its obligations under Section 4, Press Ganey shall use commercially reasonable efforts to:

a. InfoTurn Surveying (Mail Methodology).

- Provide surveys and accompanying cover letters for each contracted patient survey service;
- Provide surveys and a return, business reply envelope with each mailing;
- Complete mailings within three (3) business days of receipt of electronic patient data;
- Provide access to scanned survey images within three (3) business days of their return via the PG Application; and
- Transcribe all survey comments made in English within five (5) business days of Press Ganey's receipt, if Client has contracted for Press Ganey's "Comments Service".

b. InfoTurn Surveying: (Bulk Print Mail/Handout Methodology).

- Provide surveys and accompanying cover letters for each contracted patient survey service;
- Provide surveys and a return, business reply envelope with each bulk shipment;
- Mail the bulk shipment to the facility within ten (10) business days of the survey order;
- Scan returned and completed surveys into the Press Ganey database within three (3) business days of receipt;
- Transcribe all survey comments within five (5) business days of Press Ganey's receipt, if Client has contracted for Press Ganey's "Comments Service".

c. eSurvey Blend: (Electronic Internet Surveying).

- Send and process mail survey prior to sending email notifications to all survey respondents who provide an email address; and
- 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.

3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations: Monday – Friday, 8:00 am – 5:00 pm during Client's local time.

- b. Press Ganey Holidays. Press Ganey recognizes the following nine (9) 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)
- 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)

- c. 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

reasonable 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.

- d. 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. [http://](#) Information on these closures may be found at www.pressganey.com/terms.

4. CLIENT RESPONSIBILITIES. Client shall at all times during the Term:

- Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirement may be found at www.pressganey.com/terms.
- Designate a primary root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within their organization.
- Upon the departure of an employee from Client's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Prior to processing data, provide Press Ganey a completed demographic profile for the contracted service(s). Profiles must be completed and returned to Client's Account Manager by the first of the month preceding the month in which the facility is to receive the first report.
- Notify Press Ganey of changes to the demographic profiles prior to the first business day of the month preceding the report month, including changes in unit configurations and specialty designations.
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy, or industry guidelines to enable Press Ganey to execute its obligations under this Agreement, including but not limited to privacy policies, laws regarding the transfer and/or transmission of data, the Telemarketing Sales Rule and the Telephone Consumer Protection Act (the "TCPA"), and the CTIA Short Code Handbook.
- If Client is receiving Text Invitation services, ensure that the Patient providing the "prior express consent" or "prior express written consent" to send texts to a telephone number as required by the TCPA, that Patient is the current subscriber or customary user for that telephone number, and that the consent obtained from such Patient/subscriber has not been revoked.
- Ensure that the email addresses provided to Press Ganey are currently assigned to the designated Patient and that no Patient has opted out or unsubscribed from receiving emails from Client.
- Comply with the requirements of sampling strategy and survey distribution methodology. Client recognizes that a common distribution methodology must be used in order to avoid bias, enable comparative data to be valid, and meet the highest standards of reporting. Additionally, Client acknowledges that reporting standards require that a minimum number of surveys must be returned before a statistically-valid report can be issued by Press Ganey. The minimum requirement for small hospital databases and for other services not mentioned below is thirty (30) returned surveys. The minimum requirements for the large hospital comparative databases are as follows:
 - Inpatient – one hundred and seventy-five (175)
 - Pediatric Inpatient – one hundred and forty-two (142)
 - Emergency Room – one hundred and forty-five (145)
 - Ambulatory Surgery – one hundred and six (106)
 - Medical Practice – thirty (30)
 - Outpatient Services – one hundred and forty-nine (149)

5. PAYMENT TERMS.

a. Contract fees are as indicated on **Attachment A**.

6. ACKNOWLEDGEMENT; DISCLAIMER. THE PARTIES AGREE THAT FOR PURPOSES OF THE TCPA, PRESS GANEY SHALL BE DEEMED TO BE CONTACTING PATIENTS AT THE CLIENT'S DIRECTION, UNDER THE CLIENT'S SUPERVISION, AND FOR THE CLIENT'S BENEFIT AND CLIENT SHALL HAVE SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL NECESSARY CONSENTS FROM PATIENTS AS DEFINED UNDER THE TCPA.

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|---|-------------------------------------|
| COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD (Client #769) | PRESS GANEY ASSOCIATES, INC. |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

ATTACHMENT A

1. Beginning January 1, 2020, the Client agrees to pay Press Ganey an annual contract fee of \$162,493.00 for the services listed herein and outlined on Exhibit A, B, and C. This fee will be invoiced upfront quarterly after the start of services (“Annual Fee”).
 - a. The Annual Fee Includes:
 - i. Up to 26,791 mailed and/or bulk mail/handout surveys (Wave 1 and Wave 2) annually through the United States Postal Service for the services of:
 1. Behavioral Health Inpatient
 2. Emergency Department
 3. Inpatient with HCAHPs
 4. Medical Practice with CGCAHPS
 5. Neonatal Intensive Care Unit (NICU)
 6. Outpatient Services
 7. Pediatric Inpatient
 8. Rehabilitation Inpatient
 - ii. Unlimited email surveys for all services listed above with the exception of Behavioral Health Inpatient, Pediatric Inpatient, and NICU.
 - iii. Up to 57 Medical Practice Providers
 - iv. Comment processing for all services listed above.
 - v. iRound Service as outlined on Exhibit C
2. Additional Medical Practice providers may be added via mutual written amendment of the Parties at a rate of \$800.00 per provider, plus any annual increases allowed under this Agreement. Each provider added will receive 300 mailed surveys, unlimited email surveys, and comment processing. Additional services and facilities may be added upon written Amendment of the Parties at mutually agreed upon pricing.

**EXHIBIT B
NATIVIDAD MEDICAL CENTER EMPLOYEE AND PHYSICIAN SURVEY
STATEMENT OF WORK 2020**

This Statement of Work (“SOW”) entered by and between **Press Ganey Associates, Inc.** (“Press Ganey Associates”) and **County of Monterey, on behalf of Natividad** (“Client,” together with Press Ganey Associates, the “Parties”) covers Press Ganey Associates engagement to provide services to the Client. This SOW is subject to the terms and conditions in the County of Monterey Master Services Agreement (“MSA”). Effective January 1, 2020. The initial term of this service is a period commencing **January 1, 2020** and ending **June 30, 2020**.

| Survey | Start Date | Survey Administration Date | Completion Date |
|--------------------------------|-------------------|-----------------------------------|------------------------|
| 2020 Employee Survey | January 1, 2020 | April 2020 | June 30, 2020 |
| 2020 Hospital Physician Survey | January 1, 2020 | April 2020 | June 30, 2020 |

1. SERVICES.

- a. Press Ganey Associates agrees to provide one (1) Employee survey, one (1) Hospital Physician surveys and advisor services to Client. The project planning process for the surveys will begin as outlined above.

Employee Survey Project Fee - \$37,362

Hospital Physician Survey Project Fee - \$16,957

- b. The project fee for this project is based on the services outlined in Section 5. Changes to the Project Fee will be effective upon mutual written agreement of the parties.
- c. A minimum of twelve (12) weeks from signed contract to survey administration date is required to set up all projects. The survey administration and end dates listed above may need to be adjusted to later dates to allow for the set up timeframe prior to the survey administration date.

2. PAYMENT.

- a. Client will be invoiced based on the schedule below. The initial invoice is based on the Project Fee included in Section 5. Invoices are based on the Project Fee included in Section 5.

| <i>Invoice No.</i> | <i>Invoice Timing</i> | <i>Invoice Amount</i> |
|-----------------------|-----------------------------------|--------------------------------------|
| <i>Invoice No. 1</i> | <i>Upon Initiation of Project</i> | <i>50% of Project Fee Per Survey</i> |
| <i>Invoice No. 2*</i> | <i>Project Completion</i> | <i>50% of Project Fee Per Survey</i> |

3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations. Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 5:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following nine (9) 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)
 - 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)
- c. 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.
- d. 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 www.pressganey.com/terms.

4. CLIENT RESPONSIBILITIES. Client shall:

- 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.
- Designate a primary contact for Press Ganey's Engagement Portal that is responsible user access and management of users within their organization;
- Upon the departure of an employee from Client's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems.

5. PROJECT FEE.

Employee Engagement Survey

Number of employees invited to survey: up to 1,500

Core Survey Services

GENERAL SERVICES.

a. Product Planning and Management

- Press Ganey Engagement Advisors support your organization's senior leaders and human resource professionals throughout the survey experience.
- Our advisors and project teams work with nationally ranked health care providers. Leveraging our extensive knowledge of health care organizational structures, practices and cultures, we reduce your project's ramp-up time. Our advisors and project teams ensure that demands on your staff are minimized, and provide you with a process that is clear, simple and successful.
- Our advisors will conduct an annual Organizational Review for prioritization of support needs.

b. Assistance with Pre-Survey Communication Strategies

- We provide best practices and ideas so that our clients can design a comprehensive communication campaign to create buy-in across the organization, engage employees in the process and ensure a high response rate.

c. Account Manager Support.

Press Ganey shall provide access to a designated Account Manager who will:

- Work collaboratively with your Human Resource Business Partner (HRBP) on the implementation and Administration of your Engagement survey.
- Partner with you to determine survey customization that aligns with organizational goals and initiatives.
- Recommend best practices for a successful launch that will maximize participation.
- Collaborate closely with your HRBP and Advisor to align organization structure and strategy with expected reporting outputs that drive improvement initiatives.
- Assist with survey set up and administration through Press Ganey's Engagement Portal solution.

d. Client Support Desk.

Press Ganey shall provide access to our client support desk who will:

- Provide virtual, real time client user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.

SURVEY INSTRUMENT.

a. Engagement Model™

- The **Engagement Model** provides an empirical framework for the **Employee Survey** and includes three domains that represent the key driver items for each. The **Organization** Domain measures employee attitudes toward the organization. The **Manager** Domain measures employee attitudes toward the immediate manager and supervisors within the work group/department. The **Employee** Domain measures employee attitudes toward their job and the performance of coworkers and report group. Our surveys use valid, reliable items linked to robust national employee health care benchmarks and can be tailored to meet the unique needs of your organization.

b. Survey for Natividad Medical Center

- **Power Plus Survey™**, which contains 65 core items, fully assesses performance in the organization, manager and employee domains. Additional survey items can be added to the Power Plus Survey to address specific organizational needs. **Power Survey™** is a streamlined version consisting of 24 core items that are the most predictive of employee commitment. Additional survey items can be added to the Power Survey to address specific organizational needs. The Employee Survey also includes demographic questions and optional open-ended questions. The surveys use a five-point response scale to measure performance.

c. 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 at the group average level.

d. Safety Culture Survey Modules (based on 1,500 employees invited)

- The Press Ganey Safety Culture survey measures the relevant issues and workplace activities that define an organization's focus on safety. Assessing safety culture at the organization and work unit-level supports awareness building around patient safety issues,

- identifies strengths and concerns, and evaluates the impact of patient safety interventions and performance over time
- The Press Ganey Safety Culture survey consists of 19 positively-worded survey items. The survey centers on obtaining caregiver feedback related to the primary factors that impact safety:
 - Prevention and reporting
 - Resources and teamwork
 - Pride and reputation
 - The Press Ganey Safety Culture survey is certified by The Leapfrog Group as a Tier 3 safety culture survey. This means that the survey instrument has demonstrated validity, consistency and reliability to meet the standards of The Leapfrog Group.
 - This service enables an organization to fully evaluate safety culture across the organization and access safety data at a work group level within the online reporting system. Online users can see data segmented by safety culture factors with the corresponding aggregate summary scores, as well as detailed item-level measures for each individual safety item within a factor.
- e. Survey Design Meeting
- The proposal includes conference calls to ensure the survey content achieves the client's strategic objectives.
- f. Organizational Mapping
- The organizational and demographic mapping structure specific to your organization is an important feature of our survey process. Developing the mapping structure is a collaborative effort between the client and Press Ganey's subject matter experts. The accuracy of the organizational mapping structure insures that survey responses are attributed to the correct group at the time of the survey.
 - Press Ganey will strive to ensure that your mapping structure is correctly configured based upon the information provided by you about your organizational structure. The mapping structure must be finalized prior to administration based on the project timeline due date.
 - Changes requested prior to survey administration but after the mapping due date could delay survey administration.
 - The mapping structure must be finalized prior to administration based on the project timeline due date. No mapping changes will be made once survey administration begins.
 - The survey reflects the current hierarchy at the time of administration, if the hierarchy changes, Press Ganey recommends administering a pulse survey to ascertain the work unit's response to that change.

SURVEY ADMINISTRATION.

- a. Web-based Administration
- Our online survey is secure, easy to navigate, and features popular options such as Change Responses or Review Responses. Additional optional features include routing and branching of specific items for specific demographic groups. Optional use of passwords enables linking to HRIS data, which auto-fills employees' demographic information and report group mapping. Online surveys are easily accessed using most up-to-date browsers, make no demands on your IT resources and leave no lasting footprints, cookies or DDLs.
 - It is highly recommended that all clients use IE 11, Chrome 2+, Firefox 4+, or Safari 3+ when accessing our online systems. Effective January 2016, Microsoft will no longer support

browsers below Internet Explorer version 11 (IE11). Future enhancements to Press Ganey reporting applications will only be designed and tested for vendor-supported browsers, such as IE11 and Chrome.

- Designated users will be able to monitor survey response rates for the facility by using the online reporting suite. Online survey responses automatically populate this report.
- b. Two Open-Ended Survey Items
 - Compilation and reporting of English responses to **two** open-ended survey items is included.
- c. Use of Unique Survey Links or Survey Passwords and the “Pre-filling” of Demographic Data
 - This approach involves the use of links or passwords that are tied to each participant’s data. The demographic data are linked to the password through the HRIS data file.
- d. Electronic Survey Invitation and two survey reminders sent to each employee

DATA ANALYSIS & REPORTING.

- a. Standard Data Analysis
 - Survey responses are processed and analyzed for standard reporting for each group in the hierarchical mapping scheme. Data are presented in multiple formats, including mean scores for domains and survey items, difference scores (from benchmarks), response frequencies (*n* size) and response distribution (% unfavorable, % neutral and % favorable).
 - Two National Benchmarks will be provided: Press Ganey recommends the National Health Care Benchmark and a second National Benchmark to be selected from Press Ganey’s standard list of National Health Care Benchmarks (See Appendix I).
 - **National Health Care Benchmark** is based on 1,141,646 health care respondents across 746 health systems, representing over 2,142 facilities. This data tracks the prevailing attitudes of the current health care labor force in the U.S. We also offer an extensive suite of national health care employee benchmarks. Our segmented benchmarks ensure a clear interpretation of results, prioritize action planning and increase the likelihood of organizational improvement.
- b. The Engagement Portal: An interactive, Web-based reporting system
 - The Engagement Portal delivers results and insights through an intuitive, interactive, Web-based solution, delivering the most meaningful metrics for leaders at all levels. The Engagement Portal features enhanced reporting and analytic capabilities, including:
 - Summary Dashboards – to view key performance metrics at a glance
 - Multiple Hierarchical Views – to view multiple versions of mapping sequence
 - Filtering & Trending Options – to view segments like key demographics and historical scores
 - **Note:** You will receive trending for one year of history across two hierarchies within the standard Dashboard.
 - Detailed Item Views – to view item level scores from various perspectives
 - Key Strengths & Concerns – a unique Press Ganey feature that is available at all levels of the organization
 - Ad Hoc Reporting Feature – allows the user to define report parameters
 - Ability to export to an Excel and/or PDF file based on the defined view

Specific Results Views:

- The **Results View by Demographics** provides results for different demographic groups in a format for easy comparison (e.g., years affiliated, age, employed, location).
- The **Percentile Ranking View** enables sorting and ranking of items scores and percentile ranking at the system level using the selected the National Benchmark.
- The **Ranking View** enables sorting and ranking of work group scores for specific items.
- Results are provided for all groups with the minimum number of responses. When a group does not meet the threshold, these responses are “rolled-up” into the next higher level of reporting. The permission-based system provides for different levels of access and user function based on individual login user-ids.
- Users can choose what area of the results or what part of the organization to examine more closely. Results can be viewed on the screen, printed and/or exported to Excel.
- Users will have access to Press Ganey’s web-based support that includes step by step guides and videos to navigate the engagement portal.
- Press Ganey’s Advisor will provide a virtual Engagement Portal training to your organization (up to 2 hours) to educate leaders on how to access the tool and pinpoint opportunities for improvement.
- Results are available per the following timeline:
 - The Online Portal available: Within one (1) week after data analysis begins
 - Overall Executive Overview: Within four (4) weeks after data analysis begins

Note: Data analysis begins when all completed surveys are received and the client has approved the final reporting structure.

Should the client choose to terminate this agreement, access to Press Ganey’s online reporting platform will be available until the earlier of twelve (12) months after survey administration or thirty (30) days after termination of agreement.

c. System Level Executive Overview

- Our Engagement 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 concerns is provided along with recommendations for post-survey action planning. The Press Ganey Advisor will present the Executive Overview (onsite) to the leadership team you identify.

d. System Level Key Driver Analysis

- We will provide advanced analysis on the survey data to identify the primary drivers of engagement. Based on multiple regression modeling, **Key Driver Analysis** isolates survey items that most powerfully impact an outcome of interest. This analysis is most commonly used to determine survey items that greatly influence employee commitment. Key driver analysis is often performed using all of an organization’s respondents; however, subgroups may also be analyzed to explore their differences.

e. System Level Tiers

- We provide trend information for work group metrics.

POST-SURVEY FEEDBACK AND ACTION PLANNING.

a. Web-based Action Planning with integrated Tips

- Our action planning guide assists administrators, directors and managers with implementing and refining their plans for action. Action planning documents improvement initiatives and clarifies who or which groups have responsibility and accountability for change.
- b. Engagement Improvement Playbook for Managers and Senior Leaders
 - A detailed guide to interpreting results, planning feedback meetings with a team and creating an action plan on selected issues.

ADVISORY SUPPORT.

A Press Ganey Advisor will be assigned to your account to help support the rollout of your engagement results and support the planning and execution of tactics to help drive improvement. Along with providing virtual support to your leaders, the Press Ganey Advisor will come on site for (up to) 1 day to deliver the results to your executive leadership team. An onsite day includes (up to) six (6) hours of meetings and/or presentations in a 12-hour period.

The Advisor will:

- a. Participate in a virtual project Kickoff Session
 - Offer guidance on item selection and benchmarking
 - Support the development of the organizational hierarchy
- b. Facilitate goal setting efforts in conjunction with the primary contact from your organization
- c. Coordinate one day onsite for Executive Overview delivery and management presentations
 - Following the survey, we provide robust support for senior leaders and managers. Once the results are compiled, the team develops a presentation (as mentioned above) and training strategy that disseminates organization-level results and provides managers/leaders with the knowledge and skills to easily interpret their results.
 - Your Press Ganey Advisor will meet with C-Suite members to discuss tier distribution and best practice recommendations for improvement.
 - Your Press Ganey Advisor will meet with your managers and discuss tips and tactics for sharing results and driving improvement strategies
- d. Provide access to and guidance on using data management and/or best practice toolkit resources
- e. Provide education and training on Press Ganey tools
- f. Participate in one annual (virtual) Executive Business Review with the Press Ganey account team and organizational leadership

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| Base Price <i>This price includes services listed above.</i> | \$ 53,375 |
| Discount | \$ 16,013 |
| Base Price after Discount | \$ 37,362 |

Hospital Physician Engagement Solutions

Number of physicians invited to survey: up to 100

GENERAL SERVICES.

a. Product Planning and Management

- Press Ganey Engagement Advisors support the organization's leaders and human resource professionals throughout the survey experience.
- Our advisors and project teams work with nationally ranked health care providers. Leveraging our extensive knowledge of health care organizational structures, practices and cultures, we reduce your project's ramp-up time. Our advisors and project teams ensure that demands on your staff are minimized, and provide you with a process that is clear, simple and successful.

b. Assistance with Pre-Survey Communication Strategies

- We provide best practices and ideas so that our clients can design a comprehensive communication campaign to create buy-in across the organization, engage physicians in the process and ensure a high response rate.

SURVEY INSTRUMENT.

a. Physician Survey based on the Model of Physician Engagement™

- From the beginning of your project, the **Engagement Model** provides a framework for the **Physician Survey** and guides the development of a core survey which is a succinct, empirically-based survey instrument; after the survey, it delivers concise metrics that simplify reporting, focus the organization and drive action.
- Additional survey items can be added to address specific organizational needs. Open-ended questions can also be added (additional cost).

b. 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 at the group average level.

c. Safety Culture Survey Module (based on 100 physicians invited)

- The Press Ganey Safety Culture survey measures the relevant issues and workplace activities that define an organization's focus on safety. Assessing safety culture at the organization and work unit-level supports awareness building around patient safety issues, identifies strengths and concerns, and evaluates the impact of patient safety interventions and performance over time.
- The Press Ganey Safety Culture survey consists of 19 positively-worded survey items. The survey centers on obtaining caregiver feedback related to the primary factors that impact safety:
 - Prevention and reporting
 - Resources and teamwork
 - Pride and reputation

- The Press Ganey Safety Culture survey is certified by The Leapfrog Group as a Tier 3 safety culture survey. This means that the survey instrument has demonstrated validity, consistency and reliability to meet the standards of The Leapfrog Group.
 - This service enables an organization to fully evaluate safety culture across the organization and access safety data at a work group level within the online reporting system. Online users can see data segmented by safety culture factors with the corresponding aggregate summary scores, as well as detailed item-level measures for each individual safety item within a factor.
- d. Project Launch and Survey Design Meeting
- The proposal includes conference calls with the Engagement Team to confirm the project plan, project timeline and survey content
- e. Mapping Scheme for Results
- Mapping for the physician respondents includes specialty area and other demographic variables, such as employment status and years affiliated with the organization. This will be specific to your organization.

SURVEY ADMINISTRATION.

- a. Web-based Administration
- Our online survey is secure, easy to navigate, and features popular options such as Change Responses or Review Responses. Use of passwords enables linking to HRIS or other data, which auto-fills physicians' demographic information and report group mapping. Online surveys are easily accessed using most up-to-date browsers, make no demands on your IT resources and leave no lasting footprints, cookies or DLLs.
 - It is highly recommended that all clients use IE 11, Chrome 2+, Firefox 4+, or Safari 3+ when accessing our online systems. Effective January 2016, Microsoft will no longer support browsers below Internet Explorer version 11 (IE11). Future enhancements to Press Ganey reporting applications will only be designed and tested for vendor-supported browsers, such as IE11 and Chrome.
 - Designated users will be able to monitor survey response rates for the facility by using the online reporting suite. Online survey responses automatically populate this report.
- b. Open-Ended Survey Items
- Compilation and reporting of English responses to **two** open-ended survey items is included.
- e. Use of Unique Survey Links or Survey Passwords and the "Pre-filling" of Demographic Data
- This approach involves the use of links or passwords that are tied to each participant's data. The demographic data are linked to the password through the HRIS data file.
 - Client support desk is available (M-F, 8 a.m. – 8 p.m. ET).
- c. Electronic survey invitation and two survey reminders sent to each invited physician

DATA ANALYSIS AND REPORTING.

- a. Standard Data Analysis
- Survey responses are processed and analyzed for standard reporting for each group in the hierarchical coding scheme determined by the Client. Data are presented in multiple formats, including mean scores for domains and survey items, difference scores (from benchmarks), response frequencies (*n* size) and response distribution (% unfavorable, % neutral and % favorable).

- b. Two National Benchmarks will be provided: Press Ganey recommends the National Physician Benchmark and a second National Benchmark to be selected from Press Ganey's standard list of National Physician Benchmarks (See Appendix I).
- **National Physician Benchmark** National Physician Average is based on a broad sample of physicians spanning major practice areas and sectors within the Health Care Services Industry. It provides a context through which any health care services organization may gauge the opinions of its active medical staff. Currently reflective of 73,566 licensed physicians across more than 2,250 health care facilities, these data reflect the general opinions of current physicians practicing medicine in the United States.
- c. The Engagement Portal: An interactive, Web-based reporting system
- The Engagement Portal delivers results and insights through an intuitive, interactive, Web-based solution, delivering the most meaningful metrics for leaders at all levels. The Engagement Portal features enhanced reporting and analytic capabilities, including:
 - Summary Dashboards – to view key performance metrics at a glance
 - Multiple Hierarchical Views – to view multiple versions of mapping sequence
 - Filtering & Trending Options – to view segments like key demographics and historical scores
 - Detailed Item Views – to view item level scores from various perspectives
 - Key Strengths & Concerns – a unique Press Ganey feature that is available at all levels of the organization
 - Ad Hoc Reporting Feature – allows the user to define report parameters
 - Ability to export to an Excel and/or PDF file based on the defined view

Specific Results Views:

- The **Results View for All Physicians** summarizes data for all responding physicians and presents results for every survey item with comparisons to various benchmarks.
- The **Results View by Specialty** (principle area of practice or program as defined by your organization and selected by the physicians) summarizes data for all responding physicians and presents results for every survey item with comparisons to various benchmarks.
- The **Results View by Demographics** provides results for different demographic groups in a format for easy comparison (e.g., years affiliated, age, employed, location).
- The **Percentile Ranking View** enables sorting and ranking of items scores and percentile ranking at the system level using the selected National Physician Benchmarks.
- The **Ranking View** enables sorting and ranking of work group scores for specific items.

Additional Report:

- The **Executive Overview** illuminates the organization's strength and concern areas in a PowerPoint presentation format (approx. 20–30 slides). It provides the key drivers for the organization, provides recommendations for focal areas, sets the direction for action planning and provides best practices.

Data access is customized for each recipient or user and provided over our secure, permission-based, Web-hosted reporting platform. Access to The Engagement Portal can be provided to an unlimited number of end users based on the client's organizational structure and needs.

- Results are available per the following timeline:
 - The Online Portal available: Within one (1) week after data analysis begins
 - Overall Executive Overview: Within four (4) weeks after data analysis begins

Note: Data analysis begins when all completed surveys are received and the client has approved the final reporting structure. To ensure confidentiality, results are reported for groups with a defined minimum of respondents. We recommend a minimum of at least five (5) respondents.

Access to survey data will be available until the earlier of twelve (12) months after survey administration or thirty (30) days after termination of agreement.

d. Web-based Action Planning with integrated Tips

- Our action planning guide assists administrators, directors and managers with implementing and refining their plans for action. Action planning documents improvement initiatives and clarifies who or which groups have responsibility and accountability for change.

PRESENTATION OF RESULTS TO SENIOR LEADERS, POST-SURVEY FEEDBACK AND ACTION PLANNING.

a. Presentation of Results to Senior Management and Representatives

- Your Engagement Advisor will provide one day of on-site consulting to deliver the Executive Overview and establish a roadmap for effective feedback and action planning. One day of on-site consulting is not to exceed six (6) hours of presentations.

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| Base Price <i>This price includes services listed above.</i> | \$ 24,225 |
| Discount | \$ 7,268 |
| Base Price after Discount | \$ 16,957 |

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| THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD (Client #769) | PRESS GANEY ASSOCIATES INC. |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Appendix I: Standard Norm List: Employee

This document outlines the list of norms that are defined as 'standard.' All other norms will be considered 'custom' and are subject to an additional charge.

Standard Norms List

| List of Employee Norms |
|--|
| AHA-1 Employee Avg |
| AHA-2 Employee Avg |
| AHA-3 Employee Avg |
| AHA-4 Employee Avg |
| AHA-5 Employee Avg |
| AHA-6 Employee Avg |
| AHA-7 Employee Avg |
| AHA-8 Employee Avg (Developing) |
| AHA-9 Employee Avg |
| Nat'l Academic Healthcare Avg |
| Nat'l Acute Care Avg |
| Nat'l Ambulatory Care Avg |
| Nat'l Behavioral Health Avg |
| Nat'l Cancer Center Avg |
| Nat'l Children's Healthcare Avg |
| Nat'l Clinic Employee Avg |
| Nat'l Community Hospital Avg |
| Nat'l Corporate Healthcare Avg |
| Nat'l Healthcare Avg |
| Nat'l Home Health Avg |
| Nat'l Long Term Care Avg |
| Nat'l Magnet Organization Avg |
| Nat'l Magnet RN Avg |
| Nat'l Nursing Excellence Academic Avg (Updated quarterly) |
| Nat'l Nursing Excellence Academic Teaching Avg (Updated quarterly) |
| Nat'l Nursing Excellence Ambulatory Avg (Updated quarterly) |
| Nat'l Nursing Excellence Avg (Updated quarterly) |
| Nat'l Nursing Excellence Behavioral Health Avg (Updated quarterly) |
| Nat'l Nursing Excellence Clinic Avg (Updated quarterly) |
| Nat'l Nursing Excellence Emergency Avg (Updated quarterly) |
| Nat'l Nursing Excellence ICU Avg (Updated quarterly) |

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|---|
| Nat'l Nursing Excellence Manager Avg (Updated quarterly) |
| Nat'l Nursing Excellence Medical-Surgical Avg (Updated quarterly) |
| Nat'l Nursing Excellence Non-Teaching Avg (Updated quarterly) |
| Nat'l Nursing Excellence Pediatrics Avg (Updated quarterly) |
| Nat'l Nursing Excellence Surgery Avg (Updated quarterly) |
| Nat'l Registered Nurse Avg |
| Nat'l Top Decile on Engagement Avg |

Standard Norm List: Physician

This document outlines the list of norms that are defined as 'standard.'

Standard Norms List

| List of Physician Norms |
|---|
| AHA-1 Physician Avg (Developing) |
| AHA-2 Physician Avg |
| AHA-3 Physician Avg |
| AHA-4 Physician Avg |
| AHA-5 Physician Avg |
| AHA-6 Physician Avg (Developing) |
| AHA-7 Physician Avg |
| AHA-9 Physician Avg (Developing) |
| Nat'l Children's Physician Avg (Developing) |
| Nat'l Clinic Physician Avg |
| Nat'l Physician Avg |

EXHIBIT C

IROUND STATEMENT OF WORK

This Statement of Work (“SOW”) entered into on January 1, 2020 (“SOW Effective Date”) by and between **Press Ganey Associates, Inc.** (“Press Ganey”) and **The County of Monterey, on behalf of Natividad (“Client”)**, together with Press Ganey, the “Parties”) covers Press Ganey’s engagement to provide services to the Client. This SOW is entered into pursuant to and subject to the terms and conditions in the Master Services Agreement between the Parties effective January 1, 2020_ (the “Existing Agreement”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. IROUND OVERVIEW

iRound combines a web-based rounding application, analytical dashboard, and change management support services to help hospital leaders transform their approach to experience – by enabling communication, issue resolution, and personalized care.

Client staff can automate daily rounding with iRound using any internet-connected device and iRound’s proprietary Status Map interface, which provides a real-time view of patient locations and occupancy as well as tracking of rounds and service recovery requests at the patient level (ADT integration required). A secure dashboard system transforms the data into interactive reports for in-depth analysis and systematic performance improvement in real time. Service recovery & physician/employee recognition capabilities further drive real time performance improvement by allowing in the moment, patient-centric issue resolution, as well as timely and specific employee feedback.

iRound eliminates the need to manually key in paper notes from daily patient rounds, reducing the risk of transcription errors and saving valuable nursing time. More importantly, iRound enables staff to take rapid action upon identifying a patient need or concern during a round.

iRound’s auditing and reporting functionality supports common use cases such as Quality & Safety and Environment of Care.

2. SERVICE SUMMARY.

a. Press Ganey shall use commercially reasonable efforts to:

- Provide a non-exclusive, limited, non-transferable, non-assignable, non-sublicensable, non-source code license to use Press Ganey’s iRound web-based rounding survey tool and reporting application (the “Rounding Application”), for use at each facility. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the Rounding Application and agrees not to reverse engineer the Rounding Application or otherwise attempt to obtain the source code for the Rounding Application or make any other use of the Rounding Application except as authorized by Press Ganey in writing.
- Train Client to administer surveying via the Rounding Application, as requested by Client;
- Provide access to a designated Account Manager, who will address survey set up and maintenance via telephone and email.

b. Quality of data derived from Rounding Application.

- If, in its use of the Rounding Application, Client elects to utilize or include surveys or questions that are not provided by Press Ganey (such as for purposes related to goal setting and other kinds of incentive targets), Press Ganey disclaims any responsibility for the quality, validity, accuracy, or any other characteristics of the data associated with the non-Press Ganey provided surveys or questions.

c. Advisor Support.

- Encourage Patient Experience rounding strategy
- Support data interpretation, including goal setting and data management guidance
- Provide Product and Press Ganey tool Training and Education
- Best practice sharing and Facilitate networking

3. DATA COLLECTION METHODOLOGY. Provided that Client is in compliance with its obligations under Section 4, Press Ganey shall use commercially reasonable efforts to provide:

iRound Rounding and Reporting Tool

The Rounding Application provides automation of rounding, coupled with analytic tools for data aggregation and reporting, including:

- Dashboards to provide at-a-glance views of rounding performance on a daily basis for all units
- Service Recovery Task tracking and reporting in a real time manner to facilitate faster action to resolve service issues
- Ability for multiple users to easily access and track key patient rounding on demand
- Detailed, drill-down reporting of accumulated data with daily, weekly, or monthly frequency

The Rounding Application is comprised generally of the following major components:

- Web-Based Application for Rounding and Wireless Synchronization of Accumulated Data
- Web-Based Analytics Engine, Dashboards, and Reporting Tool
- Patient Experience Rounding Forms and Reports based on Best Practices
- Audit Forms and Reports for Quality & Safety and/or other user cases
- Optional HL7 ADT integration for real time patient level rounding data.
- Orientation, Training, Site Configuration, and Support

| Technology Components | |
|--|---|
| iRound Web-Based Application for Rounding | Web browser based application for data collection at the room, bed, or patient level |
| Patient Experience Rounding Forms and Reports | Foundational best practice-based Patient Experience rounding forms and reports for Daily Patient Rounding, Staff Recognition, Service Recovery and Leader Rounding on Employees |
| Audit Forms and Reports | Library of templated audit/survey forms supporting Quality & Safety, Infection Prevention, Environment of Care and Regulatory & Compliance. |
| HL7 ADT Integration | Admission, Discharge and Transfer activity from Client's Admissions application to iRound allows the ability track historical rounding and profile information at the patient level |

4. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations. Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 5:00 pm EST.

- b. Press Ganey Holidays. Press Ganey recognizes the following nine (9) 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)
 - 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)
- c. 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.
- d. 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 www.pressganey.com/terms.

5. CLIENT RESPONSIBILITIES. Client shall at all times during the Term :

- a. Utilize the Rounding Application, including administering the survey, via hardware Client supplies (iPad, Tablet, PC, etc.) using a wireless network or device with Internet access at Client's place of business.
- b. Work with designated Press Ganey Account Manager to set up the survey, organizational hierarchy, and users and manage modifications to the Rounding Application.
- c. Ensure that its use of the Rounding Application complies with CAHPS regulations applicable to the facility in which Client informs Press Ganey that it will use the Rounding Application.
- i. If Client modifies a Press Ganey template or any Press Ganey-approved question, creates its own template or question(s), or uses the Press Ganey template in a facility for which a different or additional set of CAHPS regulations applies, Press Ganey is not responsible for CAHPS compliance.
- ii. Client will discontinue its use of any Press Ganey-approved question or template immediately, in the event Client receives notice from Press Ganey that any such question or template no longer complies with CAHPS protocol.
- d. Promptly notify Press Ganey of any Electronic Health Record (EHR) system conversions and advise Press Ganey in advance if any Client facilities contemplated to receive services utilize an alternative EHR system. Additional fees may apply for implementation of new interface connections to (re-)establish HL7 ADT integration at Client or any newly added Client facilities.
- e. Client agrees not to utilize the Rounding Application to collect financial information, including but not limited to bank account information and credit card numbers, and social security numbers.

Press Ganey shall not be responsible or liable in the event such information is collected by or transferred to the Rounding Application.

- f. Client acknowledges that it must 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.
- g. Upon the departure of an employee from Client's facility, immediately notify designated Account Manager to terminate their access to the Rounding Application and other Press Ganey systems.
- h. Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy or industry guidelines including but not limited to privacy policies to enable Press Ganey to execute its obligations under this SOW.

6. PAYMENT TERMS.

- a. Fees for the Services provided under this SOW are as indicated on **Attachment A**.

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

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|---|-------------------------------------|
| THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD (Client #769) | PRESS GANEY ASSOCIATES, INC. |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

