

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No. A-10081**

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment No. )  
5 to the Agreement with Professional Research )  
Consultants Inc. for Patient Satisfaction Survey )  
Services at NMC in an amount not to exceed )  
\$258,937.50 in the aggregate and \$35,000 for the )  
period July 1, 2011 to June 30, 2012..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement A-10081 with Professional Research Consultants Inc. for Patient Satisfaction Survey Services at NMC in an amount not to exceed \$258,937.50 in the aggregate and \$35,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 14<sup>th</sup> day of June, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

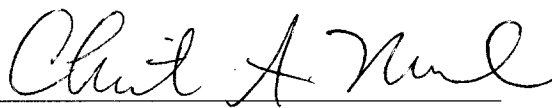
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

Dated: June 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

**RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Professional Research Consultants Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Patient Satisfaction Survey Services**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), hereby agree to renew their Agreement No. (A-10081) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10081). Additionally, services will include those described on Attachment A attached to this Amendment #5.
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-10081) shall not exceed the total sum of \$258,937.50 for the full term of the Agreement and \$35,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10081).

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

**CONTRACTOR**

Signature 1

Dated April 29, 2011

Printed Name Joe M. Inguanzo, Ph.D.

Title President & CEO

Signature 2

Dated

Printed Name

Title

*\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

**NATIVIDAD MEDICAL CENTER**

Signature

Purchasing Manager

Dated

Signature

NMC - CEO

Dated 5/5/11

Approved as to Legal Form:

Charles J. McKee, County Counsel

By

Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions

Auditor/Controller  
County of Monterey

Dated:

5/9, 2011

5-10-11

## *ATTACHMENT* A - Patient Loyalty Study

This Patient Loyalty Study Agreement including **The PRC HCAHPS + Loyalty Survey® including CHART Questions** ("Agreement") is entered into this May 2, 2011 by and between Professional Research Consultants, Inc. ("PRC") and Natividad Medical Center.

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

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

1. The scope of services includes 600 telephone interviews with recent inpatients and 200 telephone interviews with recent laboratory/radiology outpatients of Natividad Medical Center using **The PRC HCAHPS + Loyalty Survey® including CHART Questions**, and up to 200 telephone interviews with recent surgery outpatients, , 200 telephone interviews with recent ER patients and 100 telephone interviews with recent rehabilitation inpatients of Natividad Medical Center during the period July 1, 2010 through June 30, 2012.
2. According to the standards outlined by CMS in their CAHPS® Hospital Survey Quality Assurance Guidelines, PRC is required to make a minimum of five (5) attempts to contact each patient record for Natividad Medical Center that is selected for sampling for CMS submission in order to meet HCAHPS requirements for **The PRC HCAHPS + Loyalty Survey® including CHART Questions**. As a result, PRC may complete a few more than the allotted number of telephone interviews over a four-quarter period. Due to the licensing agreement allowing PRC to administer the CHART-specific questions, we cannot complete more than 975 surveys annually using the CHART-specific questions.
3. The cost associated with this project is \$27,500, based upon a rate of \$17.50 per telephone interview plus an administrative fee of \$2,000 for **The PRC HCAHPS + Loyalty Survey® including CHART Questions** with inpatients and laboratory/radiology outpatients and \$15 per telephone interviews plus an analysis/reporting fee of \$4,000 for the surgery outpatient, ER patient and rehabilitation inpatient interviews. If requested by Natividad Medical Center, PRC will conduct additional interviews at the corresponding rate per telephone interviews.
4. This cost includes the 27 question HCAHPS survey plus the additional 4-6 CHART questions, customized survey instruments for the Patient Loyalty Study, all interviewing, long distance telephone costs, quarterly reporting, all analyses, training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com, and data submission to CMS through Quality Net Exchange, and data submission to CHART through Westat. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.
5. Invoices for the completed work will be sent quarterly. Payment is due 30 days upon receipt of invoices to the Auditor Controller's office.
4. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research

## ~~ATTACHMENT A~~ Patient Loyalty Study

findings or recommendations, or the use thereof, will produce specific outcomes or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.

5. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Natividad Medical Center hereunder.
6. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.
7. PRC shall provide Natividad Medical Center access to Voices when available and training on Voices as requested by Natividad Medical Center. Recordings made using Voices include questions which are approved by Natividad Medical Center and which may be modified or changed by Natividad Medical Center from time to time.
8. Natividad Medical Center expressly acknowledges that PRC has explained, and that Natividad Medical Center understands the capabilities of Voices. Specifically, PRC has explained, and Natividad Medical Center understands that Voices may include but is not limited to the following capabilities:
  - a. Voices allows Natividad Medical Center to listen to audio recordings of certain patient comments.
  - b. Audio recordings of the answers provided by patients will be available to Natividad Medical Center online within PRCEasyView.com.
  - c. Voices offers Natividad Medical Center the ability to view a patient's demographic data while listening to an audio recording of patient comments.
  - d. Voices offers Natividad Medical Center the ability to download Voices audio files onto a computer.
  - e. Voices offers Natividad Medical Center the ability to create an email which includes a link to a Voices audio recording.
9. Natividad Medical Center expressly acknowledges that data, including data available through Voices, collected by PRC and provided to Natividad Medical Center pursuant to this Agreement may implicate federal or state privacy laws,

## ATTACHMENT A - Patient Loyalty Study

including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (HITECH); and state right to privacy and communications acts.

10. Natividad Medical Center agrees to use the Voices data only in accordance with all applicable laws and standards of care, and further agrees to indemnify PRC from and against any claim or cause of action arising out of Natividad Medical Center's use of the Voices data whether such claim or cause of action is based in contract, tort, other common law, or on violation of HIPAA, HITECH, or any other federal, state, or local law or regulation, as applicable.
11. Except for Section 10 above which is not governed or limited by this Section 11; notwithstanding anything to the contrary contained in the Agreement, each party agrees that the other party's cumulative liability hereunder arising out of contract, tort (including without limitation, negligence), strict liability, or warranty shall in no event exceed the amount paid by Natividad Medical Center for services hereunder.
12. The warranties stated within this Agreement are exclusive with respect to the services, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary contained in the Agreement, regardless of whether a remedy or warranty (if any) provided in this Agreement fails its essential purpose, neither party shall have liability for loss of profits, loss of data, loss of goodwill, loss of business opportunities, or consequential, exemplary, indirect, special or incidental damages of the other party arising out of or related to this Agreement or the transactions contemplated herein.

## ~~ATTACHMENT~~ A - Provider Perception Survey

This The PRC Provider Perception Survey Agreement ("Agreement") is entered into this May 2, 2011 by and between Professional Research Consultants, Inc. ("PRC") and Natividad Medical Center.

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

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

1. The scope of services includes 200 telephone interviews annually with recent patients for each provider at Natividad Medical Center effective with patients seen as of July 1, 2011. PRC will conduct surveys with providers at 3 locations for a total of 600 telephone interviews.
2. The cost associated with this project is \$7,500, based upon a rate of \$12.50 per survey. This cost includes the standard **AHRQ CG-CAHPS (CAHPS Clinician & Group Survey) 37 question survey instrument**, all interviewing, long distance telephone costs, all analyses, training on the use of PRCEasyView<sup>®</sup>.com, access to real-time telephone survey data through PRCEasyView<sup>®</sup>.com. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.
3. Invoices for the completed work will be sent quarterly. Payment is due upon receipt of invoices. A 1.5% finance charge will be added each 30 days.
4. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research findings or recommendations, or the use thereof, will produce specific outcomes or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.
5. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Natividad Medical Center hereunder.
6. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

## *ATTACHMENT* A – Provider Perception Survey

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