



## AMENDMENT No. 5 TO AGREEMENT

This Amendment is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) ("Press Ganey") and **Natividad Medical Center** ("Client") (and together with Press Ganey, the "Parties") as of **September 1, 2023** ("Amendment Effective Date").


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

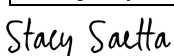
**WHEREAS**, the Parties desire to amend the Agreement with the terms and conditions set forth herein; and

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

1. **Amendments** to the Agreement. As of the Amendment Effective Date, the Agreement is hereby amended as follows:
  - a. The Parties agree to add Press Ganey Strategic Workforce Solution services as outlined on Exhibit E, attached hereto. Client shall pay Press Ganey as outlined on Exhibit E.
  - b. The Parties agree to add NDNQI services as outlined on Exhibit F, attached hereto. Client shall pay Press Ganey as outlined on Exhibit F.
2. **Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as supplemented by this Amendment.
3. **Conflicts.** To the extent there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

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

NATIVIDAD MEDICAL CENTER (Client #769)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By: 
Name:	Name: Jim Bolotin
Title:	Title: SVP Corporate Controller
Date:	Date: 9/20/2023
DocuSigned by:	DocuSigned by:



10/5/2023 | 3:41 PM EDT



10/6/2023 | 1:59 PM PDT

Approved as  
to form  
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Natividad Medical Center #769

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EXHIBIT E  
PRESS GANEY STRATEGIC WORKFORCE SOLUTION  
STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into as of **September 1, 2023** (the “Effective Date”) by and between **Press Ganey Associates LLC** (dba Press Ganey Associates, Inc.) (“Press Ganey”) and **Natividad Medical Center** (“Client,” and together with Press Ganey, the “Parties”), pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

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

1. PRESS GANEY STRATEGIC WORKFORCE SOLUTIONS OVERVIEW

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

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

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

2. CONFIGURATION AND SPECIFICATIONS

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

<b>Survey Type included:</b>	<b>Employee</b>
<b>Number of Participants per Year:</b>	<b>Up to 1,500</b>
<b>Max Number of Survey Administrations per Year:</b>	<b>One (1)</b>
<b>Maximum Number of Support Days per Administration:</b>	<b>One (1)</b>
<b>Maximum Number of Executive Overviews per Administration:</b>	<b>One (1)</b>
<b>SMS Text Message Survey Link Delivery:</b>	<b>Yes</b>

### 3. FEES AND PAYMENT

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

**SOW Term Service Fee Table**

<b>Year 1 September 1, 2023 – August 31, 2024</b>	<b>Year 2 September 1, 2024 – August 31, 2025</b>
<b>\$43,648.00</b>	<b>\$44,957.44</b>

- b. Invoicing. Client will be invoiced the Service Fee for Year 1 upon the Effective Date of this SOW and will be invoiced the applicable Service Fee on the first day of each Year thereafter for the remainder of the SOW Term. Client shall remit payment in accordance with the terms set forth in the MSA.
- c. Expenses. The Service Fee does not include travel or lodging expenses, which are invoiced monthly as incurred.
- d. Support Days. A Dedicated Advisory Support Day ("Support Day") includes up to six (6) hours of meetings and/or presentations in a 12-hour period. Support Days do not carry over from Year to Year.
- e. Commencement. Each survey must be initiated during the applicable Year of the SOW Term, except that in the final Year prior to expiration or termination of this SOW, each survey must be initiated by the end of the seventh (7<sup>th</sup>) month of such Year. Service allotments will not 'roll over' to a subsequent Year, and Client will receive no refunds or credits should it elect not to receive any of the allocated services set forth in this SOW during a given Year.
- f. Additional Services. The Service Fee is inclusive of the specific scope of service outlined herein. Any additional services requested by Client may incur an additional fee including, but not limited to, the following:
- Additional Support Days**. Client may, upon mutual agreement of the Parties, add additional Support Days at a rate of \$3,675.00 per day ("Additional Support Day Fee").
  - Additional Participants**. Client may, upon mutual agreement of the Parties, add additional employees at a rate of \$29.97 per employee, per Year ("Additional Participant Fee").
  - Custom Reporting**. Client may, upon mutual agreement of the Parties, add custom reporting at a rate of \$200.00 per hour ("Custom Reporting Fee").
  - Term Runover**. Client acknowledges that if any survey(s) outlined herein have been initiated, but are not completed, by the expiration of the SOW Term and Client wishes to complete any such survey(s), Client may, upon mutual agreement of the Parties, extend the SOW Term at a rate of \$3,746.45 per month ("Runover Fee") through the completion of such survey(s).
  - Additional Support Days, Additional Participants, Custom Reporting, and Term Runover are collectively referred to as the "Additional Services"; The Additional Support Day Fee, Additional Participant Fee, Custom Reporting Fee, and Runover Fee are collectively referred to as the "Additional Services Fees".
  - Notwithstanding anything to the contrary herein or in the MSA, the Parties agree that the incorporation of Additional Services, and any corresponding Additional Service Fees, may be agreed upon and approved for addition by the Parties in writing via e-mail, and that any such written e-mail approval shall constitute a written addendum to this SOW and shall create a legally binding agreement and enforceable obligation despite the absence of a fully executed written amendment.



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

#### 4. SERVICE ASSURANCE.

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

#### 5. CLIENT RESPONSIBILITIES. Client shall:

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

## 6. CLIENT SERVICES

### a. Strategic Overview and Planning

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

### b. Measurement & Survey Instruments

#### i. Employee Engagement Survey

- The **Employee 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. Press Ganey surveys use valid, reliable items linked to robust national employee health care benchmarks.
- Additional survey items can be added to address specific organizational needs. The Survey also includes demographic questions and optional open-ended questions. The surveys use a five-point response scale to measure performance.
- Resilience Survey Module - The Press Ganey's Resilience Survey consist of 8 items. The survey was psychometrically tested and validated using respondent-level calculations. Current reporting for Engagement metrics is designed to display data at the group average level. Resilience metrics in the Engagement Portal will be provided at the group average level.
- Nursing Survey Module (Up to 5,000 nurses invited) – a set of additional items measuring key concepts for organizations seeking nursing excellence and for those requiring measurement for Nurse Magnet designation.
- Safety Culture Survey Module – a Leapfrog-approved set of 19 items designed to measure a culture supportive of delivering care that is safe for patients and caregivers.
- Survey customization including logo, welcome / thank you messaging is included.

### c. Survey Administration Services and Support

#### i. Survey Planning and Management

- Best practice guidance to assist with Pre-Survey Communication Strategies to drive optimal participation
- Access to a designated Account Manager who will work collaboratively with Client's Human Resource Business Partner (HRBP) on the implementation and Administration of Client's Engagement survey.
- Survey design meetings to ensure Client's strategic objectives are attained.
- Collaborate to align organization structure and strategy with expected reporting outputs to drive improvement initiatives. All mapping to be finalized prior to survey launch. If additional mapping support is needed, client may request a mapping expert for on-site sessions at an additional fee plus travel expenses.
- Assist with survey set up and administration through Press Ganey's Engagement Portal solution.

ii. *Client Support Desk*

- Access to Press Ganey's client support desk who will provide virtual, real time client user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.

iii. *Survey Administration*

- Web-based survey administration via Press Ganey's online survey is secure, easy to navigate, and features real time response review by designated users. Survey questions can be routed or branched based on defined demographics. Optional use of passwords enables linking to HRIS data, which auto-fills demographic information and report group mapping. Online surveys are easily accessed using most up-to-date browsers, make no demands on Client's IT resources and leave no lasting footprints, cookies or DDLs.
- Compilation and reporting of English responses to **three** open-ended survey items is included.
- Use of Unique Survey Links or Survey Passwords enable "Pre-filling" of demographic data tied to each participant's data through the HRIS data file.
- Electronic Survey Invitation and two survey reminders sent to each participant.

d. **Dynamic Reporting Portal**

i. Enterprise, facility and report group level results and insights from the Culture & Engagement Survey are delivered through an intuitive, interactive, web-based solution, providing the most meaningful metrics for leaders at all levels. Portal features will be activated as required inputs are used (core items, standard demographics, etc.). The Engagement Portal features enhanced reporting and analytic views, including:

- Summary Dashboard – to view key performance metrics at a glance
- Multiple Hierarchical Views – to view multiple versions of mapping sequence
- Filtering & Trending Options – to view segments based on key demographics and historical scores
- Historical Trending- historical survey results and historical comparisons are available within the standard Workforce Reporting platform.
- Detailed Item Views – to view item level scores from various perspectives such as Ranking View, Percentile Ranking View
- Key Strengths & Concerns – at all levels of the organization
- Advanced Reporting Feature – allows the user to define report parameters
- Comment Analytics – sentiment and themes of open-ended item responses when standard open-ended questions are used
- Integrated Action Planning Tool - provides guided action planning, complete with Solution Starters representative of client best practices and web-based video tutorials
- Ability to export results to multiple file formats

ii. *Standard reporting:*

- Survey responses are processed and analyzed for each group in the hierarchy, including mean scores for domains and survey items, difference scores (from benchmarks), response frequencies (n size) and response distribution (% unfavorable, % neutral and % favorable).
- Applicable Press Ganey Standard National Benchmarks will be provided. Press Ganey recommends the National Health Care Benchmark. Custom benchmarks are available at an additional cost.



- Results are provided for all groups meeting the minimum response threshold. Those not meeting the threshold will be “rolled up” into the next highest reporting level.
  - Web-based support includes step by step guides and videos to navigate the engagement portal.
  - iii. Access to Press Ganey’s online reporting platform will be available until termination of this SOW.
  - iv. Press Ganey’s Advisor will provide a virtual Engagement Portal training to Client (up to 2 hours) to educate leaders on how to access the tool and pinpoint opportunities for improvement.
- e. **Insights and Recommendations**
- i. **System Level Executive Overview** - Advisors will prepare an interpretive summary of the overall organization results in the form of an **Executive Overview** that includes key metrics and comparisons to national benchmarks. A summary of key organizational strengths and concerns is provided along with recommendations for post-survey action planning. Facility Level Executive Overviews may be added for an additional fee.
  - ii. **System Level Key Driver Analysis** – is an advanced statistical analysis that isolates the survey items that most powerfully drive engagement for your organization, and gives you direction for action based on the performance of those drivers. This analysis will help you know what to maintain, what to monitor, what to promote, and where to focus your efforts for greatest improvement.
  - iii. **Nursing Excellence Reports & Graphs**
    - Nursing-specific reporting that provides item and category scores with benchmark comparisons.
    - A comprehensive registered nurse work group comparison report providing results for all nurse units on relevant items, including benchmark comparisons. This report allows a facility to see how many units are performing above the benchmark, as well as detailed item performance on all the nursing survey items.
    - Nursing-specific graphs for the 4-selected nursing categories compliant with ANCC EP3EO standards.
  - iv. **System Level Integrated Employee/Patient Critical Metrics Map for All Facilities with Press Ganey Patient Experience Data**
    - An Integrated Employee/Patient Critical Metrics Map is a customized report that allows organizational leaders to visually assess the relative standing of multiple work groups on an array of metrics across Employee Survey and Patient Experience Survey data. This report pulls together metrics that are often found in separate reports and not reported side-by-side.
      - The following Employee Survey metrics are included: Engagement Index, Work Group Tier, Power Items Score, Action Planning Readiness Score, and responses to the questions of Likelihood to Recommend, perceptions of providing high quality care and service, as well as delivery of safe error-free care, assessment of Manager Communication Effectiveness, and an assessment of communication effectiveness across levels of the organization.
      - A standard Critical Metrics Map will include patient experience metrics from your Inpatient, Emergency Department, Outpatient and Ambulatory Surgery services (as applicable) integrated into the single facility report at no additional charge.
        - The following Patient Experience Survey metrics are included: HCAHPS Overall Rating (Rate Hospital 0-10), Likelihood to Recommend, HCAHPS Likelihood to Recommend, Overall Rating of Quality Care and HCAHPS – Nurse Communication Domain.

- Should you choose to add other patient experience service line metrics to the single location report, additional fees may apply (e.g. Medical Practice, Home Health, Pediatrics, etc.).
- Should you choose to have separate reports for this analysis, additional fees may apply.
- ***Completion of this Critical Metrics Map is dependent upon the client completing a pairing document that matches employee work groups to patient care units.***

f. **Ongoing Advisory Guidance & Support**

- i. Coupled with the survey tool design, survey administration and results reporting, Press Ganey Workforce Solutions ongoing advisory support model represents a comprehensive, end-to-end solution for evolving organizational culture, and improving workforce engagement and resilience. Clients receive structured support from engagement and organizational development experts throughout the SOW Term.
- ii. Expert Advisors will collaborate with client to provide these additional services at the commencement of each project and throughout the SOW Term:
  - A designated Advisor to guide the rollout of Client's engagement results and support the planning and execution of strategies and tactics to help drive improvement. In addition to virtual support to Client's leaders, the Advisor will deliver the Insights & Recommendations derived from the survey to Client's executive leadership team.
  - Guidance to culture and engagement improvement based on Press Ganey's 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.
  - Participate in a virtual project Kickoff Session to assess and align efforts with current organizational priorities, offering guidance on item selection and benchmarking, and support the development of the organizational hierarchy
  - Facilitate goal setting efforts in conjunction with Client's primary contact
  - Live interactive demonstrations of web-portal use and results review
  - Develop and deliver robust support for senior leaders and managers. Once the results are compiled, the team develops a training strategy that disseminates organization-level results and provides managers/leaders with the tools, knowledge and skills to easily interpret their results, share findings and drive improvement strategies.
  - Recommend Pulse survey strategy, based on each Engagement survey, to assess progress to goals and drive accountability
  - Participate in Executive Business Reviews with the Press Ganey account team and organizational leadership as available
  - Facilitate Peer Networking as desired for idea-sharing among Press Ganey clients of similar make up

g. **Continuous Research Updates and Feature Upgrades**

- i. Press Ganey is committed to continuous research, best practice publishing and networking, and programmatic updates to help clients drive and sustain greater levels of performance. Clients will have access to the following:
  - Portal based access to Press Ganey Solution Starters mapped to key survey questions and concepts, videos and other improvement support content
  - Access to Press Ganey published white papers and case studies
  - Updates to health care focused engagement trends





- Analysis of latest linkages at the national level between caregiver engagement and other key business outcomes
- Teleconferences and web-based workshops highlighting client best practices and industry trends
- Participation in CHRO Summit and NCC events (additional costs may apply) for networking and product enhancement input opportunities

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

**NATIVIDAD MEDICAL CENTER**  
**CLIENT #769**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRESS GANEY ASSOCIATES LLC**  
**(DBA PRESS GANEY ASSOCIATES, INC.)**

By:  \_\_\_\_\_

Name: Jim Bolotin

Title: SVP Corporate Controller

Date: 9/20/2023



## EXHIBIT F NDNQI STATEMENT OF WORK

This Statement of Work ("SOW") entered into on **January 1, 2024** ("Effective Date") by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana Limited Liability Company ("**Press Ganey**") and **Natividad Medical Center ("Client")** (each a "Party" and together, the "Parties") covers Press Ganey's engagement to provide services to the Client related to the National Database of Nursing Quality Indicators® ("NDNQI®"). This SOW is entered into pursuant to and subject to the terms and conditions of the 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.

The initial term of this SOW shall commence on **January 1, 2024** and end on **December 31, 2025** ("Term").

### 1. SERVICE SUMMARY.

Press Ganey will provide Client with the following:

- a. Assurance of quality standards for data management through established standards of data collection, data reporting, and data security ("NDNQI Guidelines") to ensure data integrity and security. NDNQI Guidelines and procedures shall be provided upon the commencement of services at such Client
- b. The opportunity to participate in the NDNQI Indicators. NDNQI Indicators are a collection of standardized, evidence-based measures of health care quality that can be used to track clinical performance related to structure, process, or outcomes of care ("NDNQI Indicators").
- c. Aggregate data from facilities participating in NDNQI into groups with comparable institutions ("Comparison Data"). Data are included in Comparison Data in accordance with NDNQI Guidelines and procedures. Press Ganey reserves the right to determine whether Client data are included in Comparison Data. Press Ganey reserves the right to delete erroneous data.
- d. Reports that include information on trends and Comparison Data, provided data are received within the scheduled timeline. Reports are included in the definition of Work Product under the MSA. Results are reported via interactive dashboards.
- e. Online training with learning module for Client's site coordinators and data entry staff.
- f. Ongoing education and support in the form of NDNQI Guidelines for data collection and submission on each indicator and measure set, online training and learning module for each indicator and measure set, and regularly scheduled teleconferences.
- g. Direct, ongoing and unlimited access to the NDNQI Support team via a toll-free support line (8 a.m. – 5 p.m. EST) and email is provided at no additional charge.
- h. Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposiums.

### 2. 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 ten (10) holidays, and all offices are closed on these days or their days of observance:
  - New Year's Day (January 1)
  - Martin Luther King Day (third Monday in January)
  - Memorial Day (last Monday in May)

- Juneteenth (June 19)
  - Independence Day (July 4)
  - Labor Day (first Monday in September)
  - Thanksgiving (fourth Thursday in November)
  - Day after Thanksgiving
  - Christmas Eve (December 24)
  - Christmas (December 25)
- 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](http://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](http://www.pressganey.com/terms).

### 3. **CLIENT RESPONSIBILITIES.** Client shall ensure:

- a. Identify a Site Coordinator. The Site Coordinator will (i) be responsible for data collection and timely submission, (ii) be available to answer questions from Press Ganey staff and provide clarification on the data submitted, and (iii) distribute the NDNQI reports to responsible parties.
- b. Site Coordinators are required to take learning modules appropriate to their role. Additional staff (authorized users) assigned to submit indicator data are required to pass learning modules for each assigned indicator before they can enter data.
- c. Integrate data collection into its institutional infrastructure, accountabilities and processes to optimize the collection of valid and reliable data for the NDNQI Measures, related definitions and guidelines.
- d. Identify data collection stakeholders within its institution and systematically negotiate their assistance and commitment to the success of the data collection and compilation.
- e. Ensure that all data submitted to Press Ganey is accurate and complete in accordance with NDNQI Guidelines and procedures, formats, and posted timelines.
- f. Ensure that all units enrolled in the NDNQI database are in accordance with NDNQI Guidelines and procedures, including the NDNQI Hospital Definition or any applicable facility type definition. If Press Ganey determines that a unit enrolled by Client is not enrolled in accordance with the above-referenced NDNQI Guidelines and procedures, Press Ganey may inactivate the unit.
- g. Upon five (5) business days prior notice or three (3) business days post data submission deadline (whichever is sooner) from Press Ganey, timely respond to queries for clarification, and/or make data submission corrections within the prescribed timeframes. In order to ensure data integrity, data determined to be erroneous or invalid in accordance with NDNQI Guidelines and procedures may be deleted.
- h. Ensure that only its authorized representatives will submit data to Press Ganey and have access to the NDNQI Guidelines, procedures and reports.



- i. Ensure that it complies with the hardware and software specifications required for it to properly receive the NDNQI service, which hardware and software specifications shall be provided to Client upon request prior to the commencement of any services under this SOW.
- j. Upon the departure of an employee from Client's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems.
- k. Obtain any and all patient consents, authorizations, and/or approvals required by applicable laws, rules, regulations or policy to enable Client to execute its obligations under this SOW.

#### **4. DATABASE USE/OWNERSHIP**

All data collected as a part of the NDNQI will become part of the NDNQI databases and Press Ganey Knowledge Base, which are owned by Press Ganey. Subject to the Limited Data Set provision of this Agreement, (i) all data included in the NDNQI databases may be accessed and used by Press Ganey, or Press Ganey employees, third-party researchers, and/or subcontractors authorized by Press Ganey to access such data, and (ii) Comparison data will be made available to facilities participating in the NDNQI and third parties authorized by Press Ganey.

#### **5. LIMITED DATA SET.**

For the purposes of this SOW, the terms "Protected Health Information" and "Limited Data Set" shall have the same definitions as found in the HIPAA Privacy Rule 45 CFR 160.103 and 45 CFR 164.514(e)(2), as amended. The Parties agree that NDNQI does not request or require the submission of any Protected Health Information other than information that constitutes a Limited Data Set. Accordingly, all data included in the NDNQI database that constitute a Limited Data Set and the use thereof shall be permitted by Client in accordance with the following terms and conditions, and any Business Associate Agreement between the parties shall not apply to this SOW:

- a. The NDNQI database collects nursing quality-related data including the month and quarter of individual subject's outcomes and neonate subject's ages, making the NDNQI database a Limited Data Set pursuant to HIPAA regulations. A Limited Data Set is Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
  - Names;
  - Postal address information, other than town or city, State, and zip code;
  - Telephone numbers;
  - Fax numbers
  - Electronic mail addresses;
  - Social security numbers;
  - Medical record numbers;
  - Health plan beneficiary numbers;
  - Account numbers;
  - Certificate/license numbers;
  - Vehicle identifiers and serial numbers, including license plate numbers;
  - Device identifiers and serial numbers;
  - Web universal resource locators (URLs);
  - Internet protocol (IP) address numbers;
  - Biometric identifiers, including finger and voice prints; and
  - Full face photographic images and any comparable images.



- b. Except as otherwise specified herein, Press Ganey may make all uses and disclosures of the Limited Data Set necessary to conduct NDNQI and NDNQI affiliated research projects and any additional Press Ganey products or services which Client participates in that incorporates the Limited Data Set.
- c. In addition to Press Ganey, the individuals, or classes of individuals, who are permitted to use or receive the Limited Data Set include: all NDNQI staff including researchers and subcontractors performing research and/or services on behalf of or in association with Press Ganey.
- d. Press Ganey may make the Limited Data Set available to third parties for research approved by Press Ganey provided that (i) the data cannot be identified by the third party as data of the Client, (ii) the data cannot be identified by the third party as data of an individual subject, and (iii) the third party signs a data use agreement that complies with the requirements of 45 CFR §164.514(e) of the HIPAA Privacy Rule and the same restrictions and condition as set forth in this Section.
- e. Press Ganey agrees to not use or disclose the Limited Data Set for any other purpose other than as described herein or as required by law.
- f. Press Ganey agrees to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this SOW. Press Ganey represents and warrants that the NDNQI database has implemented appropriate industry standard privacy and security safeguards including (i) encryption, (ii) user authentication, (iii) role based access controls, (iv) disaster recovery, (v) programmed back-up, (vi) virus protection, and (vii) secure firewall.
- g. Press Ganey agrees to report to the associated Client within ten (10) business days of which Press Ganey becomes aware of any use or disclosure of the Limited Data Set not provided for by this SOW.
- h. Press Ganey agrees to ensure that any third party, including a subcontractor, to whom Press Ganey provides the Limited Data Set, agrees to the same restrictions, and conditions that apply through this SOW, with respect to such information.
- i. Press Ganey agrees not to ascertain the identity or contact the subjects of the information.
- j. Duration of Limited Data Set Obligations. The obligations under this Section will continue during the Term and survive the expiration or termination of this SOW for as long as Press Ganey retains Client Data.


## 6. ENROLLMENT TERMS.

Client must enroll via the form provided on the NDNQI Website <https://members.nursingquality.org/NDNQIPortal/application.aspx>. Upon enrollment, Client may only submit data on a go-forward basis.

**7. PAYMENT.**

- a. Client shall pay Press Ganey the annual fee of **\$7,176.63**. This fee will be invoiced on a monthly basis. Pricing for Year 2 will increase three percent (3%).

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

<b>NATIVIDAD MEDICAL CENTER (Client #769)</b>	<b>PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)</b>
<b>By:</b>	<b>By:</b> 
<b>Name:</b>	<b>Name:</b> Jim Bolotin
<b>Title:</b>	<b>Title:</b> SVP Corporate Controller
<b>Date:</b>	<b>Date:</b> 9/20/2023





**ATTACHMENT A TO EXHIBIT F  
CLIENT FACILITY LIST**

Client ID	Client Facility
769	Natividad Medical Center