

## AMENDMENT No. 4 TO AGREEMENT

This Amendment is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) ("Press Ganey") and **The County of Monterey, a political subdivision of the State of California (hereafter, "County of Monterey, on behalf of Natividad)** ("Client") (and together with Press Ganey, the "Parties") as of **October 1, 2022** ("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  - a.** Section 3 (Term) of the Agreement is hereby repealed and replaced with the following language:
    - 3. TERM.** The term of this Agreement shall commence on January 1, 2020 ("Start Date") and expire on December 31, 2023 ("Term").
  - b.** Beginning October 1, 2022, and running concurrently with the term of the Agreement, the Parties agree to add text invitation methodology to their current Ambulatory Surgery with OAS CAHPS, Emergency Department, Inpatient with HCAHPS, Medical Practice with CGCAHPS, and Rehabilitation Inpatient services, as outlined herein and in Exhibit A of the Agreement and Exhibit D, attached hereto.
    - i. There will be no additional fee for the addition of this methodology and the Client shall continue to pay Press Ganey as outlined in Attachment A, Section 1 of the Agreement.
    - ii. Client shall receive one text Invitation per patient encounter for the services outlined above.
  - c.** Section 13(d) of TERMINATION AND SURVIVAL is hereby repealed and replaced with the following language:
    - d.** The Parties understand and agree that according to the CAHPS Quality Assurance Guidelines, Client may only change CAHPS vendors at the start of a calendar quarter, and that Press Ganey, as Client's CAHPS vendor, must complete certain activities related to CAHPS Services beyond Client's final applicable patient discharge date, in accordance with such CAHPS Quality Assurance Guidelines and other CMS regulations. Therefore, notwithstanding any purported termination by Client of any CAHPS Services, (i) this MSA, the applicable SOW(s), and such CAHPS Services shall continue with respect to Client's applicable patient discharges occurring through the current calendar quarter and (ii) the obligations of each Party regarding such CAHPS Services, including but not limited to Client's obligation to pay applicable fees to Press Ganey, shall continue through the calendar quarter subsequent to Client's final applicable patient discharge date.
  - d.** Exhibit D is hereby repealed and replaced with Exhibit D, attached hereto.
  - e.** The second sentence of Attachment A, Section 2, is hereby repealed and replaced with the following language:
    - i. Each additional provider shall receive comment processing, unlimited email invitations, one text invitation per patient encounter, and up to 300 mailed surveys annually.



- 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.

<b>COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD (Client #769)</b>	<b>PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)</b>
<b>By:</b>	<b>By:</b> <i>Daniel Litwer</i>
<b>Name:</b>	<b>Name:</b> Daniel Litwer
<b>Title:</b>	<b>Title:</b> Chief Client Officer
<b>Date:</b>	<b>Date:</b> 05/20/2022

Reviewed and approved as to form.

Chief Deputy County Counsel 05/31/2022

Reviewed and approved for Fiscal Terms

6/1/2022

Chief-Deputy Auditor-Controller

**EXHIBIT D  
OUTPATIENT AND AMBULATORY SURGERY  
CAHPS REGULATORY SURVEY  
STATEMENT OF WORK**

This Statement of Work (“SOW”) is entered into as of **October 1, 2022** (“Effective Date”) by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana limited liability company (“Press Ganey”) and **County of Monterey, on behalf of Natividad** (“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.

**1. SERVICE SUMMARY.**

- a. Press Ganey shall use commercially reasonable efforts to:
- Create and send multiple versions of the survey tool, as necessary and as requested by Client;
    - The Outpatient and Ambulatory Surgery CAHPS (“OAS CAHPS”) portion of the survey cannot be altered. Supplemental questions must comply with the Centers for Medicare and Medicaid Services (“CMS”) guidelines.
  - Follow the procedures and specifications as prescribed by CMS
    - Administer the survey based on the timelines prescribed by CMS for each contracted OAS CAHPS client, if Client has transmitted data to Press Ganey by the defined data submission deadline;
      - An OAS CAHPS client/facility is defined as a single CMS Certification Number (CCN)
    - Submit data to CMS at specified time
    - Limit patient level data to protect respondent identity
  - Provide access to survey images or interview recordings, if respondent provides consent to share their identity linked to their responses;
  - 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 monthly CAHPS Summary reports through the PG Application (as long as thirty (30) surveys have been received during the specific reporting period); typical reports include but are not limited to:
    - (1) Client percent top box performance compared to peer group performance across OAS CAHPS domains
    - (2) Question analysis: sample size, with top box performance, trend, and percentile ranks for OAS CAHPS questions and domains
    - (3) Priority index with Client’s performance
  - Offer Client the ability to monitor the number of surveys administered and returned;
  - Provide the opportunity to review recommendations and other content for improvement related to major service lines located in the Press Ganey Solution Starter;

- Provide access to a designated Account Manager, who will address survey and setup needs via telephone and email;
  - Provide access to Press Ganey's Online Community – an information exchange forum that allows facilities to review industry best practices and collaborative solutions for improving patient satisfaction;
  - Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposiums; and
  - Provide subscriptions to Press Ganey publications.
- b. Patient Survey Comments. Press Ganey shall use commercially reasonable efforts to:
- Transcribe all patient survey comments made in English collected via mail or telephone verbatim and make comments available for review through the PG Application, and permit Client's designated staff to review "Hot Comments" in real-time through Press Ganey's "Real Time Comments" application;
  - Provide additional reports through the PG Application on a monthly, quarterly or annual basis upon Client's request; and
- c. Advisor Support. PX Advisory Support-Press Ganey will provide Patient Experience Advisory support as outlined in Exhibit A. Additional support days outside of that which is previously outlined can be provided at an additional fee of \$3500 per day. If onsite time is provided, travel expenses will be billed as incurred.

**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). Press Ganey shall:
- 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 at the time prescribed by CMS, provided that Client has transmitted data to Press Ganey by the data submission deadline;
  - Provide access to scanned survey images within three (3) business days of their return via the PG Application, if the respondent provides consent to share their identity linked to their responses; and
  - Transcribe all survey comments made in English upon survey receipt, if Client has contracted for Press Ganey's "Comments Service".
- b. eSurvey with Text Invitation (Electronic Internet Surveying) (Unofficial). Press Ganey shall:
- Send and process mail survey first before sending one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
  - 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. 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](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).

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

- Comply with all CMS OAS CAHPS standards and guidelines;
- Provide a list of patients in a data file by the data submission deadline established by Press Ganey. The data file must conform to Press Ganey file specifications;
  - If client chooses to stratify their sample, ensure that each stratification group has a minimum of ten (10) patients to sample per month.
- According to the CAHPS Quality Assurance Guidelines a Client may only change CAHPS vendors at the beginning of a calendar quarter. Therefore, any cancellation will not be valid until after data submission to CMS has been completed for applicable calendar quarter.
- Include the Press Ganey copyright on each survey;
- Recognize that clients are prohibited from altering the OAS CAHPS survey including dropping standard questions or changing the rating scale;
- 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](http://www.pressganey.com/terms);
- Designate a root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within the 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;
- 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 this service is thirty (30) returned surveys. Demographic information cannot be provided with less than eleven (11) responses.

- 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. (this would replace the standard consent language in the SOW)
- 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.

**5. 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.

**6. PAYMENT TERMS.**

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

IN WITNESS WHEREOF, the Parties hereto have authorized their respective officers to execute this SOW

<b>COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD (Client #769)</b>	<b>PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)</b>
<b>By:</b>	<b>By:</b> <i>Daniel Litwer</i>
<b>Name:</b>	<b>Name:</b> Daniel.Litwer@pressganey.com
<b>Title:</b>	<b>Title:</b> Chief Client Officer
<b>Date:</b>	<b>Date:</b> 05/20/2022