

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN PROFESSIONAL RESEARCH CONSULTANTS, INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR**

**Employee Assessment Surveys, Patient Satisfaction Surveys, Market Research Surveys**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Professional Research Consultants, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for employee, patient and marketing surveys with a term July 1, 2015 through June 30, 2018 and a total Agreement amount not to exceed \$94,500; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on July 17, 2018 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2019 and to add an additional \$31,500, thereby increasing the total Agreement amount to \$126,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional nine (9) month period through March 31, 2020 to allow for services to continue as per the revised scope of services attached hereto, and adding \$28,965 for a revised total Agreement amount not to exceed \$154,965.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:  
*“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A Revised per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$154,965.”*
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:  
*“The term of this Agreement is from July 1, 2015 through March 31, 2020 unless sooner terminated pursuant to the terms of this Agreement.”*
3. Section 4/ Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:  
*“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
Exhibit A: Revised per Amendment No. 2: Scope of Services/Payment Provisions*
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

6. This Amendment No. 2 shall be effective July 1, 2019.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

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

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

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

**CONTRACTOR**

**Professional Research Consultants, Inc.**

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

*Joe M Inguanzo, PhD*  
*President and CEO*  
Name and Title

Date: *30 May 2019*

By: \_\_\_\_\_  
(Signature of: Secretary, Asst Secretary, CFO, Treasurer, or Asst. Treasurer)

*Joyce A Inguanzo Vice President*  
Name and Title

Date: *June 5, 2019*

**\*\*\*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 (two signatures required).

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 (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

## Exhibit A Revised per Amendment No. 2: Scope of Work/Payment Provisions

### **The PRC Patient Loyalty Study:**

1. The scope of services for this portion of the project includes telephone interviews with recent ER patients, Rehabilitation patients and Surgical Outpatients of NMC during the period July 1, 2019 through March 31, 2020.
2. The cost associated with this portion of the project is \$9,625.00 and is based upon an annual base fee of \$4,000, plus rate of \$15 per telephone interview times the number of interviews included in the Sample Plan attached to this Scope of Work.
3. This cost includes:
  - A customized survey instrument not to exceed 31 questions.
  - All interviewing and long distance telephone costs.
  - All standard analyses and reporting.
  - Training on the use of PRCEasyView.com®, and access to real-time telephone survey data through PRCEasyView.com®.

### **The PRC HCAHPS Plus Study:**

4. The scope of services for this portion of the project includes telephone interviews with recent inpatients of NMC during the period July 1, 2019 through March 31, 2020.
5. According to the standards outlined by CMS in their CAHPS® Hospital Survey Quality Assurance Guidelines, PRC is required to continue making attempts to contact every patient selected for the sample until a terminal disposition (completed survey, refusal, non-response after five (5) attempts, etc.) is reached. As a result, PRC may complete up to ten percent (10%) more than the targeted telephone interviews over a four-quarter period.
6. The cost associated with this portion of the project is \$10,662.50 and is based upon an annual base fee of \$2,000, plus a rate of \$17.50 per telephone interview times the number of interviews included in the Sample Plan attached to this Scope of Work.
7. This cost includes:
  - The CMS-mandated HCAHPS survey plus the current twenty-six (26) additional questions.
  - All interviewing and long distance telephone costs.
  - Training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com.
  - Data submission to CMS through Quality Net Exchange.

### **The PRC CG-CAHPS Study:**

8. The scope of services includes telephone interviews with recent patients for each participating clinical location at NMC during the period July 1, 2019 through March 31, 2020.
9. The cost associated with this portion of the project is \$5,625.00, based upon a rate of \$12.50 per telephone interview times the number of interviews included in the Sample Plan attached to this Scope of Work.

## Exhibit A Revised per Amendment No. 2: Scope of Work/Payment Provisions

10. This cost includes:

- A customized survey instrument not to exceed 47 questions.
- All interviewing and long distance telephone costs.
- All standard analyses.
- Training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com.

### **The PRC Child HCAHPS Plus Study:**

11. The scope of services for this portion of the project includes telephone interviews with recent inpatients of NMC during the period July 1, 2019 through March 31, 2020.
12. According to the standards outlined by CMS in their CAHPS® Hospital Survey Quality Assurance Guidelines, PRC is required to continue making attempts to contact every patient selected for the sample until a terminal disposition (completed survey, refusal, non-response after five (5) attempts, etc.) is reached. As a result, PRC may complete up to ten percent (10%) more than the targeted telephone interviews over a four-quarter period.
13. The cost associated with this portion of the project is \$3,052.50 and is based upon a rate of \$18.50 per telephone interview times the number of interviews included in the Sample Plan attached to this Scope of Work.

14. This cost includes:

- The CMS Child HCAHPS survey.
- All interviewing and long distance telephone costs.
- Training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com.

### **Miscellaneous Terms:**

15. The total cost associated with this project is \$28,965, based upon the survey schedule and interviewing rates as detailed in the attached Sample Plan.
16. Invoices for the completed work will be sent quarterly. Payment is due 30 days upon receipt of invoices to the Auditor Controller's office.
17. 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.
18. 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 NMC hereunder.

## Exhibit A Revised per Amendment No. 2: Scope of Work/Payment Provisions

19. PRC represents to NMC 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.
20. Certain studies provide access to PRC Voices technology. This section, along with its subsections, shall apply when Voices access is granted by PRC to NMC.
  - a. PRC shall provide NMC access to Voices when available and training on Voices as requested by NMC. Recordings made using Voices include questions which are approved by NMC and which may be modified or changed by NMC from time to time.
  - b. NMC expressly acknowledges that PRC has explained, and that NMC understands the capabilities of Voices. Specifically, PRC has explained, and NMC understands that Voices may include but is not limited to the following capabilities:
    - i. Voices allows NMC to listen to audio recordings of certain patient comments.
    - ii. Audio recordings of the answers provided by patients will be available to NMC online within PRCEasyView.com.
    - iii. Voices offers NMC the ability to view a patient's demographic data while listening to an audio recording of patient comments.
    - iv. Voices offers NMC the ability to download Voices audio files onto a computer.
    - v. Voices offers NMC the ability to create an email which includes a link to a Voices audio recording.
  - c. NMC expressly acknowledges that data, including data available through Voices, collected by PRC and provided to NMC pursuant to this Agreement may implicate federal or state privacy laws, 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.
  - d. NMC 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 NMC'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.
21. 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

## Exhibit A Revised per Amendment No. 2: Scope of Work/Payment Provisions

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.

22. In keeping with the rules, regulations, and intentions of HIPAA and certain CMS guidelines, PRC may provide unique patient ID numbers on PRCEasyView.com® as provided to PRC and upon request of the client. Names, telephone numbers, street addresses, and e-mail addresses will not be made available on PRCEasyView.com® and will only be provided to the client contact with the related interview in accordance with preset guidelines for the PRC Action Alert process.

PRC makes a distinction between a patient's *identifier* (such as a medical record number, account number, etc.) and a patient's *contact information* (such as a name, phone number, e-mail address). Both types of information are considered Protected Health Information (PHI) but they are used for different purposes and require different treatment. PRC believes that in some circumstances, providing an *identifier* on PRCEasyView.com® may be beneficial to clients, as an authorized employee can review a patient's record when the patient's survey comments suggest that more detail regarding the care provided would add to the interpretation and value of the comments. Patient *contact information*, on the other hand, generally serves just one purpose: to allow the client to contact the patient. PRC believes that, if added, such information could potentially be misused and does not believe that adding patient contact information to PRCEasyView.com® would add any value to the comments. Healthcare organizations have systems in place to control access to medical records and related information are in a better position to ensure patient *contact information* is used only in accordance with the organization's policies.

23. PRC Action Alert Notification Service. If during a telephone interview the respondent mentions something that PRC believes deserves immediate intervention on the NMC's part, we will forward pertinent information to a designated recipient.

### Sample Plan

Patient Type	Jul-Sep 2019	Oct-Dec 2019	Jan-Mar 2020	10% coverage	Annual	Annual		Per-Study Revenue	
						Rate	Base		
ER	50	50	50	n/a	150	\$ 15.00	\$ 2,000.00	\$ 4,250.00	
In Rehab	25	25	25	n/a	75	\$ 15.00		\$ 1,125.00	
Out Surg	50	50	50	n/a	150	\$ 15.00	\$ 2,000.00	\$ 4,250.00	
HCAHPS*	150	150	150	45	495	\$ 17.50	\$ 2,000.00	\$ 10,662.50	
CG-Laurel	50	50	50	n/a	150	\$ 12.50		\$ 1,875.00	
CG-NMC	50	50	50	n/a	150	\$ 12.50		\$ 1,875.00	
CG-Spec	50	50	50	n/a	150	\$ 12.50		\$ 1,875.00	
Child HCAHPS*	50	50	50	15	165	\$ 18.50		\$ 3,052.50	
Total fees:								\$	<b>28,965.00</b>

\* Please note that the HCAHPS study may exceed targets by up to 10% due to CMS regulations.

\* Please note that the Child HCAHPS study may exceed targets by up to 10% due to CMS regulations.