

AMENDMENT TO AGREEMENT

This Amendment is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) (“Press Ganey”) and **Mangum Regional Medical Center** (“Client”) (and together with Press Ganey, the “Parties”) as of **April 1, 2021** (“Amendment Effective Date”).

WHEREAS, the Parties have entered into a Master Services Agreement effective July 23, 2018, (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. Beginning **April 1, 2021** and running concurrently to the Agreement, the Parties agree to replace the existing Phone Methodology for Inpatient with HCAHPS service and Emergency Department service with eSurvey Blend and Text Invitation Methodology as outlined in Exhibit A-1 and Attachment A-1, attached hereto. These services shall renew as outlined in Section 3. TERM of the Agreement.

- Fees are as outlined on Attachment A-1, attached hereto.

b. **Section 13(d)** of the Agreement is hereby repealed and replaced with the following language:

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.

c. Attachment A of the Agreement is hereby repealed and replaced with Attachment A-1, attached hereto.

d. Exhibit A, Patient Experience Mid-Market Statement of Work of the Agreement is hereby repealed and replaced with Exhibit A-1, attached hereto.

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 Effective Date.

MANGUM REGIONAL MEDICAL CENTER (Client #33187)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A-1
PATIENT EXPERIENCE MID-MARKET
STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into as of **April 1, 2021** (“Effective Date”) by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana limited liability company (“Press Ganey”) and **Mangum Regional 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 July 23, 2018, (the “MSA”). 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. Client may request one revision per survey per calendar year. Additional revisions requested by Client may result in additional fees, at a cost of \$500 per revision per service.
 - 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 ninety-three (93) 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-sublicensable 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.
 - 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 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
 - Facilitate networking
 - As mutually agreed, provide an annual Improvement Plan

Support days can be provided at an additional fee of \$3500 per day. If onsite time is provided, these days can be scheduled in 4 or 8 hour increments only. Travel expenses for any onsite Advisory visits will be billed as incurred.

- 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 law, 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. eSurvey Blend with Text Invitation (Electronic Internet Surveying):
- 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: 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. 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 requirements 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 proceeding the report month, including changes in unit configurations and specialty designations.
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable laws, rules, regulations or policy to enable Press Ganey to execute its obligations under this Agreement.
- 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.
- 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-1**.

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.

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

MANGUM REGIONAL MEDICAL CENTER (Client #33187)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT A-1

1. Beginning **April 1, 2021** and running concurrently to the Agreement, Client agrees to pay Press Ganey an annual fee of \$8,193.12 (“Annual Fee”) for the service described below and in Exhibit A-1, attached hereto. This fee will be prorated, invoiced, and payable in monthly increments.
 - a. The Annual Fee includes:
 - i. Up to 1,500 mailed surveys (Wave 1 and Wave 2) annually (prorated) through the United States Postal Service for the services of:
 - Inpatient with HCAHPS
 - Emergency Department
 - ii. Email surveys (unlimited) and Text for the services of:
 - Inpatient
 - Emergency Department
 - iii. Comment processing.
2. Additional mailed surveys over the included volume above shall be invoiced monthly as incurred at a rate of \$2.65 per survey, plus any annual price increases allowed under this Agreement.
3. Additional services and/or facilities may be added by mutual written agreement of the Parties at mutually agreed upon pricing.