

**Fourth Amendment to Agreement By and Between
The County of Santa Clara and Professional Research Consultants, Inc.**

The Agreement ("Agreement"), entered into effective January 1, 2019, by and between the County of Santa Clara, a political subdivision of the State of California, d/b/a Santa Clara Valley Health and Hospital System ("County"), and Professional Research Consultants, Inc. ("Contractor") for provision of services to support the evaluation of patient satisfaction and patient experience at Santa Clara Valley Medical Center, is hereby amended as set forth below effective January 1, 2024 ("Fourth Amendment").

Background

The purpose of this Fourth Amendment is to extend the term, add additional funds, and update standard County provisions.

The Agreement is amended as follows:

1. Section 1. Term, is revised to read as follows:

This Agreement is effective from January 1, 2019 through December 31, 2024 unless otherwise terminated in accordance with Section 6.

2. Section 2. Compensation and Payment, Subsection d., is revised to read as follows:

- d. County does not guarantee any minimum compensation payable under this Agreement. The maximum compensation for all work performed under this Agreement shall not exceed \$1,325,000 for the period of January 1, 2024 through December 31, 2024.

3. Section 24. Conflict of Interest, is revised to read as follows:

24. Conflict of Interest; Political Reform Act

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would

conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

If applicable, Contractor and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

4. Section 36. COVID Requirements, is revised to read as follows:

36. COVID Requirements

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

5. Section 38. Survival, is added to read as follows:

38. Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the Parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement.

6. Exhibit B: Compensation, Section 1. Rates, Table, is revised to read as follows:

Study Type	Price per Interview	Annual Base Fee
CG-CAHPS Study	\$17.40	N/A
HCAHPS Study	\$21.00	\$1,200
*Hemodialysis CAHPS	\$21.00	\$1,200
Patient Loyalty Study	\$18.00	\$7,200
Expanded Inpatient Loyalty Study	\$21.00	N/A
Expanded Primary Care/ Obstetric Patient Loyalty Study	\$21.00	N/A
CAHPS for MIPS Study	N/A	\$5,760
OAS CAHPS Study, Telephone Administration	\$0	\$12,444

7. Exhibit C-1: Insurance Requirements, Indemnity, is revised to read as follows:

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County, County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-

contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

- 8. Exhibit F: Contractor Certification of Compliance with COVID-19 Vaccine Requirements,** is deleted in its entirety. Hereinafter, all references to Exhibit F in the Agreement shall be null and void.

Except as set forth herein, all other terms and conditions of the Agreement as amended by this Fourth Amendment shall remain in full force and effect. In the event of a conflict between the original Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control.

The Agreement as amended by this Fourth Amendment constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, and representations and understandings between the parties concerning such subject matter.

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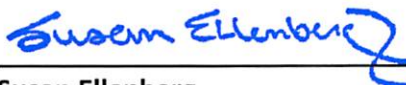
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This Fourth Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

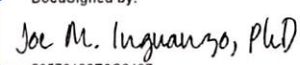
INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this Fourth Amendment as set forth below:

COUNTY OF SANTA CLARA



Susan Ellenberg **FEB 06 2024**
Date
President
Board of Supervisors

CONTRACTOR

DocuSigned by:


52576132E0C6437... 1/10/2024
Joe M. Inguanzo **Date**
President/CEO
Professional Research Consultant, Inc.

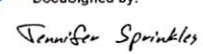
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

ATTEST



Curtis Boone **FEB 06 2024**
Date
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


6BD1532743364D4... 1/11/2024
Jennifer Sprinkles **Date**
Deputy County Counsel