

**Second 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, 2022 ("Second Amendment").

Background

The purpose of this Second Amendment is to extend the term and add compensation to the Agreement.

The Agreement is amended as follows:

1. **Section 1. Term** is amended to add a third paragraph as follows:

This Second Amendment shall take effect on January 1, 2022 and continue through December 31, 2022 unless otherwise terminated in accordance with Section 6.

2. **Section 2. Compensation and Payment, Subsection d.** is amended and revised as follows:

d. County does not guarantee any minimum compensation payable under this Agreement. The maximum annual compensation for all work performed under this Agreement shall not exceed \$989,000 for the term of this Agreement.

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

The Agreement as amended by this Second 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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This Second 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 Second Amendment as set forth below:

COUNTY:

DocuSigned by:
Paul E. Lorenz 1/10/2022
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Paul E. Lorenz Date
Chief Executive Officer
Santa Clara Valley Medical Center Hospitals and Clinics

CONTRACTOR:

DocuSigned by:
Joe M. Inguanzo, PhD 12/23/2021
189E35ED09C44AE...
Joe M. Inguanzo Date
President/CEO
Professional Research Consultants, Inc.

APPROVED BY:

DocuSigned by:
Rene G. Santiago 1/10/2022
A9C6A3B7E210400...
Rene G. Santiago Date
Deputy County Executive
County of Santa Clara Health System

APPROVED BY:

DocuSigned by:
Vinod K. Sharma 1/10/2022
494D2C8946AD48B...
Vinod K. Sharma Date
SCVHHS Controller
County of Santa Clara Health System

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Aaron Coskey Voit 1/4/2022
4581085511AF40F...
Aaron Coskey Voit Date
Deputy County Counsel