

**First 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 March 1, 2019 ("First Amendment").

**Background**

The purpose of this First Amendment is to add compensation and revise the scope of services related to the acquisition of the new hospitals.

The Agreement is amended as follows:

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

This First Amendment shall take effect on March 1, 2019 and continue through December 31, 2021 unless otherwise terminated in accordance with Section 6.

2. **Section 2. Compensation and Payment, Paragraph e.** is added as follows:

e. Contractor shall assist the County, in a manner satisfactory to County, with patient satisfaction and patient experience survey services relating to O'Connor Hospital ("OCH") and St. Louise Regional Hospital ("SLRH") pursuant to the terms and conditions stated in this Agreement. For purposes of this Agreement, the same standards and requirements applicable to SCVMC and the County apply to OCH and SLRH unless otherwise agreed between the parties. The maximum financial obligation for all services relating to OCH and SLRH under this First Amendment shall not exceed \$550,000.00 for the period of March 1, 2019 through December 31, 2021.

3. **Exhibit A: Scope of Service, II. Service Description, B. Sample Sizes for Analyzing Survey Data** is revised and restated as follows:

**B. Sample Sizes for Analyzing Survey Data**

The number of completed telephone interviews will be in the range of 40,000-50,000 interviews for the contract period. It is preferred to have sample sizes large enough to generate estimates at the physician level (for selected surveys), unit level and hospital level. The surveys will be conducted in English, Spanish, and Vietnamese.


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

The Agreement as amended by this First 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.

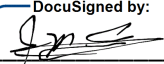
This First Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

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

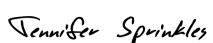
**COUNTY**

DocuSigned by:  
  
7/15/2019  
21E905DBD1084D7...  
Jeffrey V. Smith Date  
County Executive  
County of Santa Clara

**CONTRACTOR**

DocuSigned by:  
  
6/6/2019  
343A46...  
Joe M. Inganzo Date  
President/CEO  
Professional Research Consultants, Inc.

**Approved as to form and legality:**

DocuSigned by:  
  
6/6/2019  
6BD1532743364D4...  
Jennifer S. Sprinkles Date  
Deputy County Counsel