

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN PROFESSIONAL RESEARCH CONSULTANTS, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
HEALTHCARE INDUSTRY MARKET RESEARCH DESIGN, ANALYSIS, SUPPORT, TRAINING
AND CONSULTING SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on November 1, 2023 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Professional Research Consultants, Inc. (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with Professional Research Consultants, Inc. to provide healthcare industry market research design, analysis, support, training and consulting services with a term November 1, 2023 through October 31, 2024 and a total Agreement amount not to exceed \$65,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 23, 2024 via Amendment No. 1 to extend the term through December 31, 2027 with additions to the original scope of work and with a \$320,000 increase for the added services for a revised total Agreement amount not to exceed \$385,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 with no changes to the Agreement term of November 1, 2023 through December 31, 2027 with additions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” with a \$24,000 increase for the added services for a revised total Agreement amount not to exceed of \$409,000

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 Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A and EXHIBIT A-1 plus EXHIBIT A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$409,000.”
2. 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:
Addendum No. 1 to Service Agreement
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: Additional Scope of Services/ Payment Provisions

Exhibit B: Business Associate Agreement

Addendum No. 1 to Business Associate Agreement

Exhibit A-2: Additional Scope of Services/ Payment Provisions
”

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
 Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
 By: Stacy Saelta
 Monterey County Deputy County Counsel

Date: 6/6/2025 | 12:30 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
 By: Patricia Ruiz
 Monterey County Deputy Auditor/Controller

Date: 6/9/2025 | 7:56 AM PDT

CONTRACTOR

Professional Research Consultants, Inc.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
 By: Joe M. Inguanzo, PhD
 (Signature of: Chair, President, or Vice-President)

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

Date: June 2, 2025

Signed by:
 By: Ken Livingston
 (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ken Livingston Executive Vice President & CTO
 Name and Title

Date: June 2, 2025

*****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-2: Additional Scope of Services/ Payment Provisions

Fiscal Year	Study	# of Surveys	Methodology	Annual Fee
24-25	2026 Required Inpatient Behavioral Health	Unlimited	Web (iPad or QR Code)	\$ 8,000.00
25-26	2026 Required Inpatient Behavioral Health	Unlimited	Web (iPad or QR Code)	\$ 8,000.00
26-27	2026 Required Inpatient Behavioral Health	Unlimited	Web (iPad or QR Code)	\$ 8,000.00
			TOTAL	\$ 24,000.00