

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Professional Research Consultants Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Patient Satisfaction Survey Services**

This Amendment No. 7 to Professional Services Agreement ("Agreement"), dated July 1, 2005, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on July 1, 2009 via Amendment No. 3, on July 1, 2010 via Amendment No. 4, on July 1, 2011 via Amendment No. 5, and on July 1, 2012 via Amendment No. 6; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA458).
2. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$130,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA458) shall not exceed the total sum of \$348,937.50 for the full term of the Agreement*".
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2005 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2005 to June 30, 2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, and 6 are unchanged and unaffected by this Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 7 and all previous amendments shall be attached to the original Agreement (No. MYA458).
6. The effective date of this Amendment is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

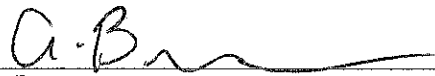
By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer


Date: 4/16/13

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer
Monterey County, Deputy County Counsel

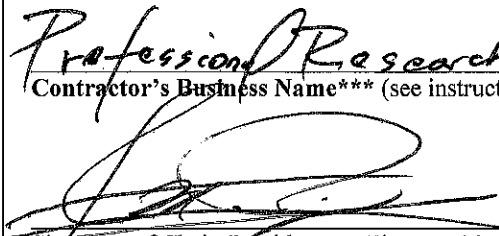
Date: April 31, 2013

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5-1-13

Contractor


Contractor's Business Name*** (see instructions) Professional Research Consultants, Inc.

Signature of Chair, President, or Vice-President
Joe M. Inguanzo, PhD
President & CEO
Name and Title

Date: 8 April 2013

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title

Date: _____

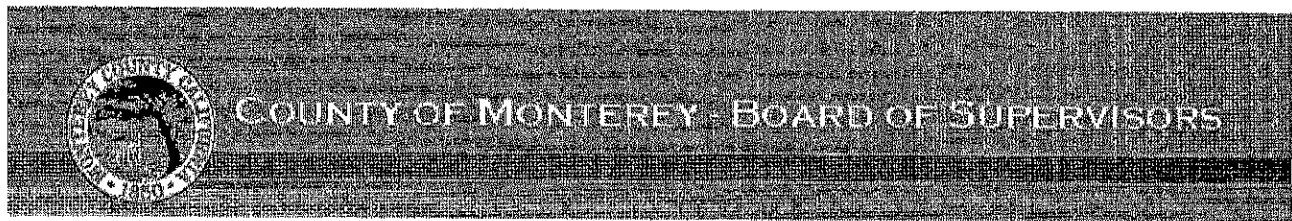
***Instructions

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)

MYA-458



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File #:	A 12-091	Version: 2	Name:	Professional Research Consultants Amendment #6
Type:	BoS Agreement		Status:	Consent Agenda
File created:	4/28/2012		In control:	Board of Supervisors
On agenda:	5/22/2012		Final action:	

Title: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10081) with Professional Research Consultants Inc. for Patient Satisfaction Survey Services at NMC, extending the Agreement to June 30, 2013 and adding \$45,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$303,937.50 in the aggregate. (Revised via Additions and Corrections)

Attachments: [PRC](#), [Board Order](#)

[History \(0\)](#)
 [Text](#)

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10081) with Professional Research Consultants Inc. for Patient Satisfaction Survey Services at NMC, extending the Agreement to June 30, 2013 and adding \$45,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$303,937.50 in the aggregate. (Revised via Additions and Corrections)

Body

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10081) with Professional Research Consultants Inc. for Patient Satisfaction Survey Services at NMC, extending the Agreement to June 30, 2013 and adding \$45,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$303,937.50 in the aggregate.

SUMMARY/DISCUSSION:

Measuring patient satisfaction is essential for any healthcare organization interested in increasing excellence, creating patient loyalty and building market position. It is also a requirement for Joint Commission Accreditation and part of the federal government's Value-Based Purchasing Program which links Medicare reimbursement to performance.

Professional Research Consultants (PRC) has been assisting NMC measure patient satisfaction for five years. PRC uses a telephone methodology to conduct the Loyalty Plus survey and the HCAHPS (Hospital Consumer Assessment of Healthcare Providers and Systems - Value-Based Purchasing) survey. PRC provides NMC with survey results and offers educational and networking opportunities designed to help organizations improve patient satisfaction scores. NMC has been pleased with the services provided by PRC. For Fiscal Year 2012-13, we are increasing the sample size of completed surveys for the Emergency Department and specific Inpatient Units to help us with our efforts to improve the patient experience and patient satisfaction.

Commercial General Liability Exception

Commercial General Liability Insurance Endorsement requirements are waived for this vendor under this Agreement. The vendor is located outside California and has does not travel onto County property to perform services.

Business Automobile Insurance Exemption

Business Automobile Liability Insurance Endorsement requirements are waived for this vendor under this Agreement. There is no risk or exposure regarding vehicles. Contractor does not travel onto County property with vehicles.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment is \$45,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: Jane Finney, Quality Director, 783-2502

Approved by: Harry Weis, Chief Executive Officer, 783-2124

Attachments: Agreement, Amendments 1, 2, 3, 4, 5, and 6



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5841

Board Order

Agreement No. A-10081 (Amendment 6)

Upon motion of Supervisor Parker, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10081) with Professional Research Consultants Inc. for Patent Satisfaction Survey Services at NMC, extending the Agreement to June 30, 2013 and adding \$45,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$303,937.50 in the aggregate.

PASSED AND ADOPTED on this 22nd day of May 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on May 22, 2012.

Dated: May 24, 2012
File Number: A 12-091

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

AMENDMENT NO. 6
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Professional Research Consultants Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Patient Satisfaction Survey Services

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), hereby agree to amend their Agreement (No. A10081) on the following terms and conditions:

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for additional services requested by County.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the increase in the amount payable for services rendered.

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on July 1, 2009 via Amendment No.3 on July 1, 2010 via Amendment No. 4 and on July 1, 2011 via Amendment No. 5.

1. Exhibit A to the Agreement is replaced with Amendment-6 to Exhibit A, attached to this Amendment. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-6 to Exhibit A.
2. Section 2. "PAYMENTS BY COUNTY" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$130,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10081) shall not exceed the total sum of \$303,937.50 for the full term of the Agreement and \$45,000 for fiscal year 2012-2013.*"
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2005 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2005 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, and 5 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-10081).
6. The effective date of this Amendment is July 1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 [Signature] Dated 29 March 2012
Printed Name Joe M. Inguanzo, PhD Title Pres. Inst. CEO
Signature 2 _____ Dated _____
Printed Name _____ Title _____

***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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 6-26-12
Purchasing Manager
Signature [Signature] Dated 4/3/12
NMC - CEO

Approved as to Legality and Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 7/16, 2012

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey
4-16-12

Exhibit A to Amendment 6

This **Patient Loyalty Study Agreement** including **The PRC HCAHPS + Loyalty Survey® including CHART Questions** and **The PRC CG-CAHPS Study ("Agreement")** is entered into this 28th Day of March, 2012 by and between Professional Research Consultants, Inc. ("PRC") and Natividad Medical Center.

Whereas Natividad Medical Center desires to retain, and PRC agrees to provide certain professional services in accordance with this Agreement;

Now therefore, the parties for good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

The PRC Patient Loyalty Study:

1. The scope of services for this portion of the project includes telephone interviews with recent patients of Natividad Medical Center during the period July 1, 2012 through June 30, 2013. The detailed breakdown of interviews is included in the survey schedule and interviewing rates as detailed in the Sample Plan.
2. The cost associated with this portion of the project is \$21,000, and is based upon a rate of \$17.50 per telephone interview for the laboratory/radiology outpatients and \$15 per telephone interview for the ER patients, rehab inpatients and surgery outpatients plus an annual analysis/reporting fee of \$4,000.
3. This cost includes customized survey instruments, all interviewing, long distance telephone costs, quarterly reporting, all analyses, training on the use of PRCEasyView.com[®], and access to real-time telephone survey data through PRCEasyView.com[®].

The PRC HCAHPS + Loyalty Survey® including CHART Questions

4. The scope of services for this portion of the project includes telephone interviews with recent inpatients of Natividad Medical Center using **The PRC HCAHPS + Loyalty Survey® including CHART Questions** during the period July 1, 2012 through June 30, 2013. The detailed breakdown of interviews is included in the survey schedule and interviewing rates as detailed in the Sample Plan.
5. According to the standards outlined by CMS in their CAHPS[®] Hospital Survey Quality Assurance Guidelines, PRC is required to make a minimum of five (5) attempts to contact each patient record for Natividad Medical Center that is selected for sampling for CMS submission in order to meet HCAHPS requirements for **The PRC HCAHPS + Loyalty Survey® including CHART Questions**. As a result, PRC may complete a few more than the allotted number of telephone interviews over a four-quarter period. Due to the licensing agreement allowing PRC to administer the CHART-specific questions, we cannot complete more than 975 surveys annually using the CHART-specific questions.

Exhibit A to Amendment 6

6. This cost associated with this portion of the project is \$16,000, and is based upon a rate of \$17.50 per telephone interview plus an annual administrative fee of \$2,000 for **The PRC HCAHPS + Loyalty Survey® including CHART Questions**.
7. This cost includes the 27 question HCAHPS survey plus the additional 4-6 CHART questions, all interviewing, long distance telephone costs, training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com, and data submission to CMS through Quality Net Exchange, and data submission to CHART through Westat.

The PRC CG-CAHPS Study

8. The scope of services includes telephone interviews with recent patients for each participating clinical locations at Natividad Medical Center during the period July 1, 2012 through June 30, 2013. The detailed breakdown of interviews is included in the survey schedule and interviewing rates as detailed in the Sample Plan.
9. The cost associated with this project is \$7,500, based upon a rate of \$12.50 per telephone interview. This cost includes the standard **AHRQ CG-CAHPS (CAHPS Clinician & Group Survey) 37 question survey instrument**, all interviewing, long distance telephone costs, all analyses, training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com.
10. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.
11. The total cost associated with this project is \$44,500, based upon the survey schedule and interviewing rates as detailed in the Sample Plan attached to this Attachment A. If requested by Natividad Medical Center, PRC will conduct additional interviews at the corresponding rate per completed telephone interview.
12. Invoices for the completed work will be sent quarterly. Payment is due 30 days upon receipt of invoices to the Auditor Controller's office.
13. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research findings or recommendations, or the use thereof, will produce specific outcomes or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.
14. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Natividad Medical Center hereunder.
15. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which

Exhibit A to Amendment 6

payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

16. PRC shall provide Natividad Medical Center access to Voices when available and training on Voices as requested by Natividad Medical Center. Recordings made using Voices include questions which are approved by Natividad Medical Center and which may be modified or changed by Natividad Medical Center from time to time.
17. Natividad Medical Center expressly acknowledges that PRC has explained, and that Natividad Medical Center understands the capabilities of Voices. Specifically, PRC has explained, and Natividad Medical Center understands that Voices may include but is not limited to the following capabilities:
 - a. Voices allows Natividad Medical Center to listen to audio recordings of certain patient comments.
 - b. Audio recordings of the answers provided by patients will be available to Natividad Medical Center online within PRCEasyView.com.
 - c. Voices offers Natividad Medical Center the ability to view a patient's demographic data while listening to an audio recording of patient comments.
 - d. Voices offers Natividad Medical Center the ability to download Voices audio files onto a computer.
 - e. Voices offers Natividad Medical Center the ability to create an email which includes a link to a Voices audio recording.
18. Natividad Medical Center expressly acknowledges that data, including data available through Voices, collected by PRC and provided to Natividad Medical Center pursuant to this Agreement may implicate federal or state privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (HITECH); and state right to privacy and communications acts.
19. Natividad Medical Center agrees to use the Voices data only in accordance with all applicable laws and standards of care, and further agrees to indemnify PRC from and against any claim or cause of action arising out of Natividad Medical Center's use of the Voices data whether such claim or cause of action is based in contract, tort, other common law, or on violation of HIPAA, HITECH, or any other federal, state, or local law or regulation, as applicable.
20. Except for Section 19 above which is not governed or limited by this Section 20; notwithstanding anything to the contrary contained in the Agreement, each party

Exhibit A to Amendment 6

agrees that the other party's cumulative liability hereunder arising out of contract, tort (including without limitation, negligence), strict liability, or warranty shall in no event exceed the amount paid by Natividad Medical Center for services hereunder.

21. The warranties stated within this Agreement are exclusive with respect to the services, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary contained in the Agreement, regardless of whether a remedy or warranty (if any) provided in this Agreement fails its essential purpose, neither party shall have liability for loss of profits, loss of data, loss of goodwill, loss of business opportunities, or consequential, exemplary, indirect, special or incidental damages of the other party arising out of or related to this Agreement or the transactions contemplated herein.

Exhibit A to Amendment 6

Sample Plan

The breakdown of interviews for Natividad Medical Center is as follows:

Patient and Survey Types	Quarterly Interviews	Annual Interviews		Rate Per Survey		Annual Base Fee		Total Cost
The PRC HCAHPS + Loyalty Study								
Inpatients	200	800	x	\$17.50	+	\$2,000	=	\$16,000
The PRC Patient Loyalty Study								
Laboratory/Radiology Outpatients	50	200	x	\$17.50	+		=	\$3,500
ER Patients	150	600	x	\$15.00	+	\$2,000	=	\$11,000
Rehabilitation Inpatients	25	100	x	\$15.00	+		=	\$1,500
Surgery Outpatients	50	200	x	\$15.00	+	\$2,000	=	\$5,000
The PRC CG-CAHPS Study								
Laurel Patients	50	200	x	\$12.50	+		=	\$2,500
NMC Patients	50	200	x	\$12.50	+		=	\$2,500
NMC Specialty Patients	50	200	x	\$12.50	+		=	\$2,500
	625	2,500				\$6,000		\$44,500

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	June 14, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (#A-10081) with Professional Research Consultants Inc. for Patient Satisfaction Survey Services at NMC in an amount not to exceed \$258,937.50 in the aggregate and \$35,000 for the period July 1, 2011 to June 30, 2012.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (#A-10081) with Professional Research Consultants Inc. for Patient Satisfaction Survey Services at NMC in an amount not to exceed \$258,937.50 in the aggregate and \$35,000 for the period July 1, 2011 to June 30, 2012.

SUMMARY/DISCUSSION:

Measuring patient satisfaction is essential for any healthcare organization interested in increasing excellence, creating patient loyalty and building market position. It is also a requirement for Joint Commission Accreditation and part of the federal government's Value-Based Purchasing Program which links Medicare reimbursement to performance.

PRC (Professional Research Consultants) has been assisting NMC measure patient satisfaction for five years. PRC uses a telephone methodology to conduct the Loyalty Plus survey and the HCAHPS (Hospital Consumer Assessment of Healthcare Providers and Systems – Value-Based Purchasing) survey. PRC provides NMC with survey results and offers educational and networking opportunities designed to help organizations improve patient satisfaction scores. NMC has been pleased with the services provided by PRC.

OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$35,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Jane Finney, Quality/Compliance Administrator
755-4095

May 13, 2011

Attachments: Amendments #1, 2, 3, 4, 5, Original Agreement, Board Order



Harry Weis
Chief Executive Officer

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-10081

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment No.)
5 to the Agreement with Professional Research)
Consultants Inc. for Patient Satisfaction Survey)
Services at NMC in an amount not to exceed)
\$258,937.50 in the aggregate and \$35,000 for the)
period July 1, 2011 to June 30, 2012.....)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement A-10081 with Professional Research Consultants Inc. for Patient Satisfaction Survey Services at NMC in an amount not to exceed \$258,937.50 in the aggregate and \$35,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 14th day of June, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

Dated: June 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Christ A. Nunez
Deputy

**RENEWAL AMENDMENT NO. 5
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Professional Research Consultants Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Patient Satisfaction Survey Services**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), hereby agree to renew their Agreement No. (A-10081) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10081). Additionally, services will include those described on Attachment A attached to this Amendment #5.
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-10081) shall not exceed the total sum of \$258,937.50 for the full term of the Agreement and \$35,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10081).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 [Signature]

Dated April 29, 2011

Printed Name Joe M. Inguanzo, Ph.D.

Title President & CEO

Signature 2 _____

Dated _____

Printed Name _____

Title _____

****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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature [Signature]
Purchasing Manager

Dated 7-18-11

Signature [Signature]
NMC - CEO

Dated 5/5/11

Approved as to Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed As to Fiscal Provisions
[Signature]
Auditor-Controller
County of Monterey
5-10-11

Dated: 5/5, 2011

ATTACHMENT A - Patient Loyalty Study

This Patient Loyalty Study Agreement including **The PRC HCAHPS + Loyalty Survey® including CHART Questions** ("Agreement") is entered into this May 2, 2011 by and between Professional Research Consultants, Inc. ("PRC") and Natividad Medical Center.

Whereas Natividad Medical Center desires to retain, and PRC agrees to provide certain professional services in accordance with this Agreement;

Now therefore, the parties for good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. The scope of services includes 600 telephone interviews with recent inpatients and 200 telephone interviews with recent laboratory/radiology outpatients of Natividad Medical Center using **The PRC HCAHPS + Loyalty Survey® including CHART Questions**, and up to 200 telephone interviews with recent surgery outpatients, , 200 telephone interviews with recent ER patients and 100 telephone interviews with recent rehabilitation inpatients of Natividad Medical Center during the period July 1, 2010 through June 30, 2012.
2. According to the standards outlined by CMS in their CAHPS® Hospital Survey Quality Assurance Guidelines, PRC is required to make a minimum of five (5) attempts to contact each patient record for Natividad Medical Center that is selected for sampling for CMS submission in order to meet HCAHPS requirements for **The PRC HCAHPS + Loyalty Survey® including CHART Questions**. As a result, PRC may complete a few more than the allotted number of telephone interviews over a four-quarter period. Due to the licensing agreement allowing PRC to administer the CHART-specific questions, we cannot complete more than 975 surveys annually using the CHART-specific questions.
3. The cost associated with this project is \$27,500, based upon a rate of \$17.50 per telephone interview plus an administrative fee of \$2,000 for **The PRC HCAHPS + Loyalty Survey® including CHART Questions** with inpatients and laboratory/radiology outpatients and \$15 per telephone interviews plus an analysis/reporting fee of \$4,000 for the surgery outpatient, ER patient and rehabilitation inpatient interviews. If requested by Natividad Medical Center, PRC will conduct additional interviews at the corresponding rate per telephone interviews.
4. This cost includes the 27 question HCAHPS survey plus the additional 4-6 CHART questions, customized survey instruments for the Patient Loyalty Study, all interviewing, long distance telephone costs, quarterly reporting, all analyses, training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com, and data submission to CMS through Quality Net Exchange, and data submission to CHART through Westat. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.
5. Invoices for the completed work will be sent quarterly. Payment is due 30 days upon receipt of invoices to the Auditor Controller's office.
4. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research

~~ATTACHMENT A~~ Patient Loyalty Study

findings or recommendations, or the use thereof, will produce specific outcomes or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.

5. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Natividad Medical Center hereunder.
6. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.
7. PRC shall provide Natividad Medical Center access to Voices when available and training on Voices as requested by Natividad Medical Center. Recordings made using Voices include questions which are approved by Natividad Medical Center and which may be modified or changed by Natividad Medical Center from time to time.
8. Natividad Medical Center expressly acknowledges that PRC has explained, and that Natividad Medical Center understands the capabilities of Voices. Specifically, PRC has explained, and Natividad Medical Center understands that Voices may include but is not limited to the following capabilities:
 - a. Voices allows Natividad Medical Center to listen to audio recordings of certain patient comments.
 - b. Audio recordings of the answers provided by patients will be available to Natividad Medical Center online with in PRCEasyView.com.
 - c. Voices offers Natividad Medical Center the ability to view a patient's demographic data while listening to an audio recording of patient comments.
 - d. Voices offers Natividad Medical Center the ability to download Voices audio files onto a computer.
 - e. Voices offers Natividad Medical Center the ability to create an email which includes a link to a Voices audio recording.
9. Natividad Medical Center expressly acknowledges that data, including data available through Voices, collected by PRC and provided to Natividad Medical Center pursuant to this Agreement may implicate federal or state privacy laws,

ATTACHMENT A - Patient Loyalty Study

including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (HITECH); and state right to privacy and communications acts.

10. Natividad Medical Center agrees to use the Voices data only in accordance with all applicable laws and standards of care, and further agrees to indemnify PRC from and against any claim or cause of action arising out of Natividad Medical Center's use of the Voices data whether such claim or cause of action is based in contract, tort, other common law, or on violation of HIPAA, HITECH, or any other federal, state, or local law or regulation, as applicable.
11. Except for Section 10 above which is not governed or limited by this Section 11; notwithstanding anything to the contrary contained in the Agreement, each party agrees that the other party's cumulative liability hereunder arising out of contract, tort (including without limitation, negligence), strict liability, or warranty shall in no event exceed the amount paid by Natividad Medical Center for services hereunder.
12. The warranties stated within this Agreement are exclusive with respect to the services, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary contained in the Agreement, regardless of whether a remedy or warranty (if any) provided in this Agreement fails its essential purpose, neither party shall have liability for loss of profits, loss of data, loss of goodwill, loss of business opportunities, or consequential, exemplary, indirect, special or incidental damages of the other party arising out of or related to this Agreement or the transactions contemplated herein.

ATTACHMENT A – Provider Perception Survey

This The PRC Provider Perception Survey Agreement (“Agreement”) is entered into this May 2, 2011 by and between Professional Research Consultants, Inc. (“PRC”) and Natividad Medical Center.

Whereas Natividad Medical Center desires to retain, and PRC agrees to provide certain professional services in accordance with this Agreement;

Now therefore, the parties for good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. The scope of services includes 200 telephone interviews annually with recent patients for each provider at Natividad Medical Center effective with patients seen as of July 1, 2011. PRC will conduct surveys with providers at 3 locations for a total of 600 telephone interviews.
2. The cost associated with this project is \$7,500, based upon a rate of \$12.50 per survey. This cost includes the standard **AHRQ CG-CAHPS (CAHPS Clinician & Group Survey) 37 question survey instrument**, all interviewing, long distance telephone costs, all analyses, training on the use of PRCEasyView[®].com, access to real-time telephone survey data through PRCEasyView[®].com. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.
3. Invoices for the completed work will be sent quarterly. Payment is due upon receipt of invoices. A 1.5% finance charge will be added each 30 days.
4. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research findings or recommendations, or the use thereof, will produce specific outcomes or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.
5. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Natividad Medical Center hereunder.
6. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

ATTACHMENT A – Provider Perception Survey

7. The warranties stated within this Agreement are exclusive with respect to the services, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary contained in the Agreement, regardless of whether a remedy or warranty (if any) provided in this Agreement fails its essential purpose, neither party shall have liability for loss of profits, loss of data, loss of goodwill, loss of business opportunities, or consequential, exemplary, indirect, special or incidental damages of the other party arising out of or related to this Agreement or the transactions contemplated herein.

**RENEWAL AMENDMENT NO. 4
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Professional Research Consultants Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Patient Satisfaction Survey SERVICES**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), hereby agree to renew their Agreement No. (A-10081) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10081).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-10081) shall not exceed the total sum of \$223,937.50 or the full term of the Agreement and \$24,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10081).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature

Printed Name

Dated

Title

NATIVIDAD MEDICAL CENTER

Signature

Signature

Purchasing Manager

NMC - CEO

Dated

Dated

Approved as to Legal Form:

Charles J. McKee, County Counsel

By

Stacy Saetta, Deputy
Attorneys for County and NMC

Dated:

5/6, 2010

Reviewed as to fiscal provisions

Additor-Controller
County of Monterey

5-7-10

**RENEWAL AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Professional Research Consultants Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Patient Satisfaction Survey SERVICES**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), hereby agree to renew their Agreement No. (A-10081) on the following amended terms and conditions:

1. Contractor will provide NMC with the scope of service as stated in the Exhibit A attached to this Amendment (A-10081).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (A-10081) shall not exceed the total sum of \$199,937.50 for the full term of the Agreement and \$27,500 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10081).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature

Printed Name

Joe M. Trigueros, PhD

Dated

21 April 09

Title

President/CEO

NATIVIDAD MEDICAL CENTER

Signature

Purchasing Manager

Dated

5/28/09

Signature

NMC - CEO

Dated

4/21/09

Approved as to Legal Form:

Charles J. McKee, County Counsel

By

William Litt, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
Auditor/Controller
County of Monterey
5/11/09

Dated:

5/11, 2009



May 7, 2009

EXHIBIT A

Ms. Jane Finney
Director of Quality
Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906

Dear Ms. Finney:

This agreement ("Agreement") is to confirm your request to have Professional Research Consultants, Inc. ("PRC") continue to conduct **The PRC Patient Loyalty Study** including **The PRC HCAHPS + Loyalty Survey® including CHART Questions** for Natividad Medical Center. The basic terms of this Agreement are as follows:

1. The scope of services includes 800 telephone interviews with recent inpatients of Natividad Medical Center using **The PRC HCAHPS + Loyalty Survey® including CHART Questions**, and 200 telephone interviews with recent surgery outpatients, 200 telephone interviews with recent ER patients, and 100 rehab inpatients of Natividad Medical Center completed during the period July 1, 2009 through June 30, 2010.
2. According to the standards outlined by CMS in their CAHPS® Hospital Survey Quality Assurance Guidelines, PRC is required to make a minimum of five (5) attempts to contact each patient record for Natividad Medical Center that is selected for sampling for CMS submission in order to meet HCAHPS requirements for **The PRC HCAHPS + Loyalty Survey® including CHART Questions**. As a result, PRC may complete a few more than the allotted number of telephone interviews over a four-quarter period. According to the licensing agreement allowing PRC to administer the CHART-specific questions, we cannot complete more than 975 surveys annually using the CHART-specific questions.
3. The cost associated with this project is \$27,500 and is based on a rate of \$17.50 per telephone interview plus an administrative fee of \$2,000 for **The PRC HCAHPS + Loyalty Survey® including CHART Questions** and \$15 per telephone interview plus an analysis/reporting fee of \$4,000 for the surgery outpatient, ER patient, and rehab inpatient interviews. If requested by Natividad Medical Center, PRC will conduct additional interviews at the corresponding rate per telephone interview.
4. This cost includes the 27 question HCAHPS survey plus the additional 4-6 CHART questions, customized survey instruments for the surgery outpatient, ER patient, and rehab inpatient interviews, all interviewing, long distance telephone costs, quarterly reporting, all analyses, training on the use of PRCEasyView®.com, access to real-time telephone survey data through PRCEasyView®.com, data submission to CMS through Quality Net Exchange,

and data submission to CHART through Westat. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.

5. Natividad Medical Center will pay PRC on the following schedule:

\$6,875 -- upon completion of the July through September quarter.

\$6,875 -- upon completion of the October through December quarter.

\$6,875 -- upon completion of the January through March quarter.

\$6,875 -- upon completion of the April through June quarter.

Payment is due 30 days upon receipt of invoices to the Auditor Controller's office.

6. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research findings or recommendations, or the use thereof, will produce specific outcome or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.
7. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by Natividad Medical Center hereunder.
8. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.
9. The warranties stated within this Agreement are exclusive with respect to the services, and in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary contained in the Agreement, regardless of whether a remedy or warranty (if any) provided in this Agreement fails its essential purpose, neither party shall have liability for loss of profits, loss of data, loss of goodwill, loss of business opportunities, or consequential, exemplary, indirect, special or incidental damages of the other party arising out of or related to this Agreement or the transactions contemplated herein.

RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Professional Research Consultants Inc. AND
THE COUNTY OF MONTEREY
FOR
Patient Satisfaction Survey SERVICES

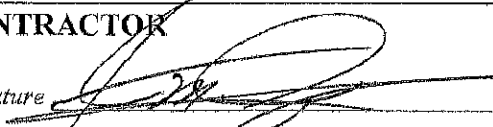
The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants Inc. (Contractor), hereby agree to renew their Agreement No. (A-10081) on the following amended terms and conditions:

1. Contractor will provide NMC with the scope of service as attached on Exhibit A.
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (A-10081) shall not exceed the total sum of \$172,437.50 for the full term of the Agreement and \$26,000 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10081).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature



Dated

13 May 08

Printed Name

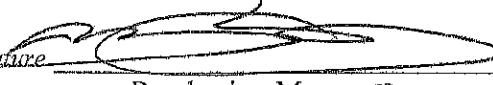
Joe M. Toward, PhD

Title

President CEO

COUNTY OF MONTEREY

Signature

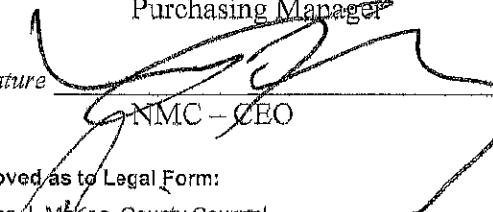


Dated

7-1-08

Purchasing Manager

Signature



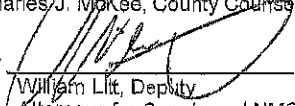
Dated

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By



Dated

6/10 2008

William Lit, Deputy
Attorneys for County and NMC

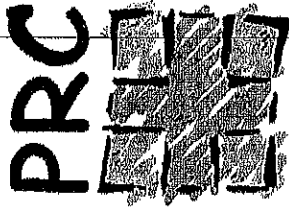


EXHIBIT A

June 9, 2008

Ms. Jane Finney
Director of Quality
Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906

Dear Ms. Finney:

This agreement is to confirm your request to have Professional Research Consultants, Inc. continue to conduct **The PRC Patient Loyalty Study including The PRC HCAHPS + Loyalty Survey** for Natividad Medical Center. The basic terms of this agreement are as follows:

1. The scope of services includes 800 telephone interviews with recent inpatients of Natividad Medical Center using **The PRC HCAHPS + Loyalty Survey**, 200 telephone interviews with recent surgery outpatients, and 200 telephone interviews with recent ER patients of Natividad Medical Center completed during the period July 1, 2008 through June 30, 2009.
2. The cost associated with this contract is \$26,000 and is based on a rate of \$17.50 per telephone interview plus an administrative fee of \$2,000 for **The PRC HCAHPS + Loyalty Survey** and \$15 per telephone interview plus an analysis/reporting fee of \$4,000 for the outpatient and ER patient interviews. If requested by Natividad Medical Center, PRC will conduct additional interviews at the corresponding rate per telephone interview. This cost includes **The PRC HCAHPS + Loyalty Survey**, a customized survey instrument for the outpatients and ER patients, all interviewing, long distance telephone costs, quarterly reporting, all analyses, a Power Point presentation of the findings, training on the use of PRCEasyView[®].com, access to real-time telephone survey data through PRCEasyView[®].com, and data submission to CMS through Quality Net Exchange. If an on-site visit is requested or required by Natividad Medical Center, travel expenses will be billed separately.
3. Natividad Medical Center will pay PRC on the following schedule:
 - \$6,500 -- upon completion of the first quarter.
 - \$6,500 -- upon completion of the second quarter.
 - \$6,500 -- upon completion of the third quarter.
 - \$6,500 -- upon completion of the fourth quarter.

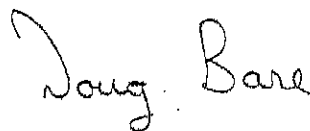
Payment is due 30 days upon receipt of invoices to the Auditor Controller's office. 1.5% will be added each 30 days.

4. PRC will perform its services in a professional manner, consistent with the standards of the industry, but makes no guarantee that the marketing research findings or recommendations, or the use thereof, will produce specific outcome or desired results. Nonetheless, if written notice of a material defect in performance is received and confirmed by PRC, PRC reserves the right to correct the defect by promptly commencing, and within reasonable time recompleting the affected telephone interviews and/or analysis.
5. PRC shall make available to duly authorized federal officials to the extent required by Section 1861 (v)(1) of the Social Security Act, this contract and such of its books, documents, and other records as are adjudicated to be necessary to certify the nature and extent of the charges paid by the hospital hereunder.
6. PRC represents to Natividad Medical Center that (a) neither PRC nor any of its affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) PRC has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that PRC or its affiliates know or should know are excluded from participation in any federal or state health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against PRC or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.
7. Either party may cancel this contract with 180 days written notice.

I hope you find the preceding terms agreeable. If you have any questions or concerns, please give me a call and we can discuss them. If you agree with these terms, **please sign both copies of this agreement and return to me.** The second copy will be returned to you upon execution by both parties.

I look forward to working with you on this important research study for Natividad Medical Center.

Sincerely,



Doug Bare
Senior Business Consultant/Account Executive

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN PROFESSIONAL RESEARCH CONSULTANTS, INC. AND
THE COUNTY OF MONTEREY
FOR
PATIENT SATISFACTION SURVEY SERVICES**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Professional Research Consultants, Inc. (PRC) (Contractor), hereby agree to renew their Agreement No. (A-10081) on the following amended terms and conditions:

1. Contractor will provide NMC with the scope of service as stated in the Exhibit A dated May 8, 2007.
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extending the term date until June 30, 2008.
4. The total amount payable by County to Contractor under Agreement No. (A-10081) shall not exceed the total sum of \$146,437.50 for the full term of the Agreement; and \$16,437.50 for fiscal year 2007-2008.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. (A-10081)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature _____

Dated 14 May 07

Printed Name Joaquín M. Tuguearzo, PhD

Title President & CEO

COUNTY OF MONTEREY

Signature _____

Dated 7/10/07

Purchasing Manager

Signature _____

Dated 6/18/07

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By _____

William L. Allen, Deputy
Attorneys for County and NMC

Dated: 5/24, 2007

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Professional Research Consultants (PRC) (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide Employee Assessment Studies and Patient Satisfaction Management Surveys

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 130,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2005 to June 30, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

(Agreement for Employee Assessment Study)

(Agreement for Patient Satisfaction Management Study)

Insurance justification

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR

shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in

no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall

ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Natividad Medical Center Attn: Brenda Thrasher	Professional Research Consultants (PRC) Attn: Doug Bare
Name and Title	Name and Title
1441 Constitution Blvd. Salinas, CA 93906	11326 P. Street Omaha, NE 68137-2316
Address	Address
831-755-4194 Fax: 831-755-4138	800-428-7455
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Manager

Date: 7-5-06

By: [Signature]
Department Head (if applicable)

Date: 3-22-05

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form By: W. Allen Bidwell

Date: Deputy County Counsel 06-29-2006

Approved as to Fiscal Provisions By: [Signature]

Date: Auditor/Controller 6-4-05

**RISK MANAGEMENT
COUNTY OF MONTEREY**

Approved as to Liability Provisions By: [Signature]

Date: INSURANCE LANGUAGE Risk Management 5-22-06

County Board of Supervisors' Agreement Number: _____

CONTRACTOR

Professional Research Consultants

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice President)*

Joe M. Figueiredo, PhD President CEO
Name and Title

Date: 12 May 05

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Cynthia R Huebner, Treasurer CFO
Name and Title

Date: May 13, 2005

*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. 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. 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.

¹ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tom Demory State Farm Agency 10106 Maple St Omaha, NE 68134 	CONTACT NAME: Tom Demory PHONE (A/C No. Ext): 402-671-6700 E-MAIL ADDRESS: Tom@TomDemory.com FAX (A/C. No): 402-671-6765													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>28143</td> </tr> <tr> <td>INSURER B: State Farm Mutual Automobile Insurance Company</td> <td>28178</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	28143	INSURER B: State Farm Mutual Automobile Insurance Company	28178	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Professional Research Consultants Inc. 11326 P St Omaha, NE 68137														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		97-21-6667-4	08/16/2011	08/16/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		008 8323-816-27B	08/16/2011	08/16/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			97-B0-1549-7	5/7/2011	08/07/2013	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		97-ME-A087-9	12/31/2011	12/31/2012	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Healthcare Survey Research

Additional Insured:
The County of Monterey It's Officers, agents and employees. It is understood that this insurance is primary, and any other insurance maintained by the additional insured shall be excess only, and not contributing with this insurance.

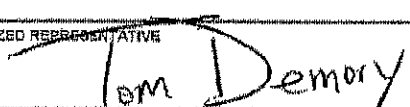
CERTIFICATE HOLDER County of Monterey It's Officers Agents and Employees Sid Cato 1441 Constitution Blvd, Salinas, CA 93906	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

EXHIBIT B
INSURANCE JUSTIFICATION

Vendor/Contractor Name: Professional Research Consultants Inc.

General Liability Auto Additional Insured Endorsements

Business Justification:

The vendor has provided proof of General Liability Insurance at the required amounts. Due to the type of service provided by the vendor NMC requests the Agreement be approved and the requirement for General Liability Additional Insured Endorsement be waived.

Automobile Liability Additional Insured Endorsements

Business Justification:

All services provided by the vendor are done remotely from off site. NMC requests the Agreement be approved and the requirement for the Additional Insured Endorsement for Auto Insurance be waived.



Harry Weis
Chief Executive Officer

Date: 4/30/10

2011 Nonresident Withholding Allocation Worksheet

587

Part I Withholding Agent

Withholding agent's name

Natividad Medical Center

Address (number and street, PO Box, or PMB no.)

1441 Constitution Boulevard

Apt. no./Ste. no.

City

Salinas

State

CA

ZIP Code

93906

Part II Nonresident Payee (Complete Part II through Part V and return this form to the above withholding agent)

Payee's name

Professional Research Consultants, Inc.

Owner's full name if sole proprietor

Address (number and street, PO Box, or PMB no.)

11326 P Street

Apt. no./Ste. no.

City

Omaha

State

NE

ZIP Code

68137

SSN or ITIN CA Corp. no. FEIN

Secretary of State (SOS) file no.

Daytime telephone number

4 7 0 6 2 8 6 5 4

Nonresident payee's entity type: (Check one)

Individual/sole proprietor

Corporation

Partnership

Limited liability company (LLC)

Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

Performs services totally outside California (no withholding required, skip to Part V)

Provides only goods or materials (no withholding required, skip to Part V)

Provides goods and services in California (see allocation in Part IV)

Provides services within and outside California (see allocation in Part IV)

Other (Describe)

If the payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the above withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding.			
Add column (a), line 1 through line 5			
Withholding threshold amount:	\$1,500.00		

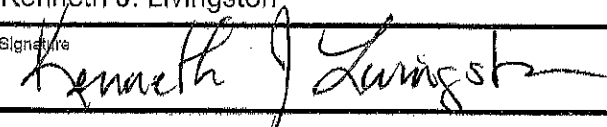
Withholding is optional, at the discretion of the withholding agent, on the first \$1,500 in payments made during the calendar year. Withholding must begin as soon as the total payments of California source income for the calendar year exceed \$1,500. If the FTB grants the withholding waiver, attach a copy of the FTB determination letter. See General Information E, Waivers.

Part V Certification of Payee

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Authorized representative's signature	Title	()
<i>Kenneth J. Livingston</i>	Exec. V.P.	Daytime telephone number
Payee's signature	Date	(402) 592.5656
	3/29/12	Daytime telephone number

VENDOR DATA RECORD
(Required in lieu of IRS W-9 when doing business with the County of Monterey)

1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by County to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and Residency Information on reverse side.	
2	CHECK THE BOX WHICH DESCRIBES YOUR PRIMARY BUSINESS		
VENDOR ACTIVITY	<input type="checkbox"/> EQUIPMENT & SUPPLIES <input checked="" type="checkbox"/> SERVICES - NON-MEDICAL <input type="checkbox"/> SERVICES - MEDICAL <input type="checkbox"/> RENT/LEASES <input type="checkbox"/> ATTORNEY FEES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> PRIZES & AWARDS <input type="checkbox"/> OTHER _____		
3	VENDOR'S LEGAL NAME (as shown on your income tax return) Professional Research Consultants, Inc.	PHONE NUMBER 405.592.5656	FAX NUMBER 402.884.2741
NAME AND ADDRESS	BUSINESS NAME / DBA (if different from line 1) _____ E-MAIL ADDRESS _____		
	MAILING ADDRESS 11326 P Street		
	REMIT-TO ADDRESS same		
	CITY, STATE, ZIP CODE Omaha, NE		
	REMIT-TO CITY, STATE, ZIP CODE same		
4	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>47 0628654</u>		
VENDOR ENTITY TYPE	CHECK ONE BOX ONLY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION		
	CORPORATION <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS		
	ENTER SOCIAL SECURITY NUMBER (SSN): _____ <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> PREVIOUS COUNTY EMPLOYEE <input type="checkbox"/> OTHER (SSN required by authority of California Revenue and Tax Code Section 18646)		
	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.		
5	VENDOR RESIDENCY STATUS FOR TAX PURPOSES <input type="checkbox"/> California Resident - Qualified to do business in CA or have a permanent place of business in CA. <input checked="" type="checkbox"/> California Nonresident (see reverse side) - Payments to CA nonresidents may be subject to state taxes. <input type="checkbox"/> Waiver of state tax withholding from California Franchise Tax Board attached. <input checked="" type="checkbox"/> All services for payments issued are performed OUTSIDE of California.		
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County.		
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Kenneth J. Livingston	Title Vice President of Research and Development	
	Signature 	Date 3/29/12	
		Telephone 402.592.5656	