



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-17070

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Professional Research Consultants, Inc. for healthcare industry market research design, analysis, support, training and consulting services, extending the agreement an additional thirty-eight (38) month period (November 1, 2024 through December 31, 2027) for a revised full agreement term of November 1, 2023 through December 31, 2027), and adding \$320,000 for a revised total agreement amount not to exceed \$385,000.

PASSED AND ADOPTED on this 13th day of August 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, 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 82 for the meeting August 13, 2024.

Dated: August 23, 2024
File ID: A 24-370
Agenda Item No.: 31

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN PROFESSIONAL RESEARCH CONSULTANTS, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
HEALTHCARE INDUSTRY MARKET RESEARCH DESIGN, ANALYSIS, SUPPORT, TRAINING
AND CONSULTING SERVICES**

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

RECITALS

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

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to extend the term through December 31, 2027 for a revised term of Agreement (November 1, 2023 through December 31, 2027) to allow for services to continue with additions to the original scope of work attached hereto as "**Exhibit A-1: Additional Scope of Services/ Payment Provisions per Amendment No. 1**" with a \$320,000 increase for the added services for a revised total Agreement amount not to exceed \$385,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$385,000."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from November 1, 2023 through December 31, 2027 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Addendum No. 1 to Service Agreement
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: Additional Scope of Services/ Payment Provisions
Exhibit B: Business Associate Agreement
Addendum No. 1 to Business Associate Agreement"

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D904E481
Charles R. Harris, CEO

Date: 8/23/2024 | 11:17 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saelta
696D21D44C4341D
Monterey County Deputy County Counsel

Date: 6/27/2024 | 1:42 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E69A7F454A5E
Monterey County Deputy Auditor/Controller

Date: 6/27/2024 | 2:49 PM PDT

CONTRACTOR

Professional Research Consultants, Inc.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: Dr. Joe Inguanzo
52578132E064137
(Signature of: Chair, President, or Vice-President)

Dr. Joe Inguanzo, CEO

Name and Title

Date: 6/6/2024 | 10:18 AM PDT

DocuSigned by:
By: Ken Livingston
A1B8A57285E840A
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ken Livingston, Senior Vice President

Name and Title

Date: 6/6/2024 | 10:10 AM PDT

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Exhibit A-1: Additional Scope of Services/ Payment Provisions as per Amendment No. 1.**Additional Sample Plans to Section II. 1 (“CONTRACTOR Obligations”) to Exhibit A of the Original Agreement****2025 Study Year (patients discharged January 1 through December 31, 2025)**

	Quarterly Targeted Surveys	Annual Targeted Surveys	Rate	Administrative Fees	Annual Targeted Total Value	Annual 'Not to Exceed' Surveys	Annual 'Not to Exceed' Total Value
Child HCAHPS Plus Study							
Pediatric Patient Caregiver	40	160	x \$25.75	+ \$ 2,110.00	= \$ 6,230.00	200	\$ 7,260.00
HCAHPS Plus Study							
Inpatient	250	1,000	x \$25.75	+ \$ 3,605.00	= \$ 29,355.00	1,200	\$ 34,505.00
OAS CAHPS Plus Study							
Outpatient Ambulatory Surgery	80	320	x \$25.75	+ \$ 2,155.00	= \$ 10,395.00	400	\$ 12,455.00
Patient Loyalty Study, eSurveys							
ED Patient	Unlimited	Unlimited	x \$ -	+ \$ 10,400.00	= \$ 10,400.00	Unlimited	\$ 10,400.00
Outpatient Clinic	Unlimited	Unlimited	x \$ -	+ \$ 9,500.00	= \$ 9,500.00	Unlimited	\$ 9,500.00
	370	1,480			\$ 65,880.00	1,800	\$ 74,120.00

432026 Study Year (patients discharged January 1 through December 31, 2026)

	Quarterly Targeted Surveys	Annual Targeted Surveys	Rate	Administrative Fees	Annual Targeted Total Value	Annual 'Not to Exceed' Surveys	Annual 'Not to Exceed' Total Value
Child HCAHPS Plus Study							
Pediatric Patient Caregiver	40	160	x \$26.50	+ \$ 2,170.00	= \$ 6,410.00	200	\$ 7,470.00
HCAHPS Plus Study							
Inpatient	250	1,000	x \$26.50	+ \$ 3,710.00	= \$ 30,210.00	1,200	\$ 35,510.00
OAS CAHPS Plus Study							
Outpatient Ambulatory Surgery	80	320	x \$26.50	+ \$ 2,215.00	= \$ 10,695.00	400	\$ 12,815.00
Patient Loyalty Study, eSurveys							
ED Patient	Unlimited	Unlimited	x \$ -	+ \$ 10,710.00	= \$ 10,710.00	Unlimited	\$ 10,710.00
Outpatient Clinic	Unlimited	Unlimited	x \$ -	+ \$ 9,785.00	= \$ 9,785.00	Unlimited	\$ 9,785.00
	370	1,480			\$ 67,810.00	1,800	\$ 76,290.00

2027 Study Year (patients discharged January 1 through December 31, 2027)

	Quarterly Targeted Surveys	Annual Targeted Surveys	Rate	Administrative Fees	Annual Targeted Total Value	Annual 'Not to Exceed' Surveys	Annual 'Not to Exceed' Total Value
Child HCAHPS Plus Study							
Pediatric Patient Caregiver	40	160	x \$27.25	+ \$ 2,235.00	= \$ 6,595.00	200	\$ 7,685.00
HCAHPS Plus Study							
Inpatient	250	1,000	x \$27.25	+ \$ 3,820.00	= \$ 31,070.00	1,200	\$ 36,520.00
OAS CAHPS Plus Study							
Outpatient Ambulatory Surgery	80	320	x \$27.25	+ \$ 2,280.00	= \$ 11,000.00	400	\$ 13,180.00
Patient Loyalty Study, eSurveys							
ED Patient	Unlimited	Unlimited	x \$ -	+ \$ 11,030.00	= \$ 11,030.00	Unlimited	\$ 11,030.00
Outpatient Clinic	Unlimited	Unlimited	x \$ -	+ \$ 10,075.00	= \$ 10,075.00	Unlimited	\$ 10,075.00
	370	1,480			\$ 69,770.00	1,800	\$ 78,490.00