

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN Raimi and Associates, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Strategic Planning Services**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on November 1, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Raimi and Associates, 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 for Information and telecommunication Technology Consulting and Support Services with a term November 1, 2022 through October 31, 2024 and a total Agreement amount not to exceed \$150,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on November 27, 2023, via Amendment No. 1 to allow for services to continue with revision to the original scope of work per “Exhibit A-1 per Amendment No. 1” with no changes to the agreement term (November 1, 2022 through October 31, 2024) and to add an additional \$35,110, thereby increasing the total Agreement amount to \$185,110; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through October 31, 2025 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” with a \$40,156 increase for the added services for a total Agreement amount of \$225,266.

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 and in Amendment No 1, and this Amendment No. 2, 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-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$225,266.”
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, 2022, through October 31, 2025, 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:
Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2."*
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 2 shall be attached to the Agreement.
6. This Amendment No. 2 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
Monterey County Deputy County Counsel

Date: 7/11/2024 | 8:45 AM PDT

APPROVED AS TO FISCAL PROVISIONS

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

Date: 7/12/2024 | 9:53 AM PDT

CONTRACTOR

Raimi and Associates, Inc
CONTRACTOR's Business Name
See instructions below

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

President + CEO
Name and Title

Date: 7-10-24

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

Secretary
Name and Title

Date: 7-10-24

Instructions

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

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

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

Exhibit A-2 as Per Amendment No.2

The Additional scope and Pricing Fee:

Natividad Medical Center Strategic Plan		Raimi + Associates			Labor Cost per Task
		Project Director	Project Manager	Graphic Designer	
Tasks					
1	Additional ongoing project management meetings and communication	6	6	6	\$3,390
2	Gather additional stakeholder input (for example, staff; Trustees, County Supervisors) - <i>if necessary</i>	10	10	-	\$4,400
3	Plan and facilitate additional in-person Strategic Planning Team and County of Monterey Health System Executive Team meetings	36	40	8	\$17,600
4	Finalize Natividad's Strategic Plan (with additional graphic design work related to the visualization of the County of Monterey Health System and patient- + community-centered care, as well as additional content development for the Natividad Strategic Plan)	24	28	12	\$12,820
TOTAL DIRECT LABOR					
	Hours per Team member	76	84	26	
	Hourly Billing Rate	\$250	\$190	\$125	
	Labor Cost per Team Member	\$19,000	\$15,960	\$3,250	
Total Labor Cost					\$38,210
INDIRECT EXPENSES					
	Travel for up to 3 additional meetings (federal/IRS mileage reimb rate + FastTrak)				\$800
	General Office Expenses (3% of R+A labor)				\$1,146
Subtotal: Indirect Expenses					\$1,946
					\$40,156

- County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the *Monterey County Travel and Business Expense Reimbursement Policy*. A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures> To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

Exhibit A-2 as Per Amendment No.2

- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.