

**AMENDMENT NO. 3
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. 3 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 with Raimi and Associates for strategic planning services with a term November 1, 2022 through October 31, 2024 and a total Agreement amount not to exceed \$150,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 to allow for services to continue with revisions to the original scope of work attached hereto as “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 for a revised total Agreement amount not to exceed \$185,110; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 to extend the term for an additional one (1) year period through October 31, 2025 for a revised Agreement term (November 1, 2022 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” and to add an additional \$40,156 for a revised total Agreement amount not to exceed \$225,266; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 3 to extend the term for an additional two (2) months through December 31, 2025 for a revised Agreement term (November 1, 2022 through December 31, 2025) to allow for services to continue with revisions to the scope of work attached hereto as “Exhibit A-3: revised Scope of Services/ Payment Provisions as per Amendment No. 3” and to add an additional \$80,484 increase for a revised total Agreement amount not to exceed \$305,750.

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 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-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$305,750.”

2. The first sentence of Section 3.1/ Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from November 1, 2022 through December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement.”
3. Section 4/ Paragraph titled, “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 Agreement
~~Exhibit A: Scope of Services/Payment Provisions~~
~~Exhibit A-1: revised Scope of Services/ Payment Provisions as per Amendment No. 1~~
~~Exhibit A-2: revised Scope of Services/ Payment Provisions as per Amendment No. 2~~
Exhibit A-3: revised Scope of Services/Payment Provisions as per Amendment No. 3.”
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.
5. A copy of this Amendment No. 3 shall be attached to the Agreement.
6. This Amendment No. 3 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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

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

Date: 3/4/2025 | 3:23 PM PST

APPROVED AS TO FISCAL PROVISIONS

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

Date: 3/5/2025 | 8:28 AM PST

CONTRACTOR

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

DocuSigned by:
By: Matt Raimi
(Signature of: Chair, President, or Vice-President)

Matt Raimi, CEO
Name and Title

Date: 2/20/2025 | 2:41 PM PST

DocuSigned by:
By: Kym Dorman
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kym Dorman, COO
Name and Title

Date: 2/20/2025 | 4:08 PM PST

*****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-3: revised Scope of Services/Payment Provisions as per Amendment No. 3

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide on-site strategic planning.

II. CONTRACTOR Obligations:

- A. **Task 1 Ongoing Project Management Meetings and Communication (ongoing):** These meetings will be held with Andrea Rosenberg and Dr. Harris to review materials and prepare for meetings related to finalizing the dashboard and developing implementation workplans.
- B. **Task 2 Finalize Operational Dashboard for Strategic Plan (March-May 2025):** We will continue to work with each dashboard team to gather data reports for a select number of metrics. We will then design example data visualization for selected metrics and gather input from relevant team members as well as members of the Admin Team. Once the data visualization is approved, we will continue with the same process for the remainder of the metrics. The final product will be an operational (i.e., internal) data dashboard that includes engaging data visualization for each approved metric.
- C. **Task 3 Develop Implementation Workplan (April-June 2025):** We will also work with the Admin Team as well as selected Natividad staff to develop an implementation workplan with identified “owners” and lead managers. We propose to conduct 2 in person initial meetings with the Admin Team to review the approved metrics alongside the activities identified through the strategic planning process. The group will identify a set of priorities to achieve or make progress on during the first 6 and 12 months of implementing the strategic plan. Once the priorities have been identified, we will meet with selected Natividad staff to review and provide feedback to the identified priorities for year 1 implementation. Our team will review the feedback, meet with Dr. Harris and Andrea to consider adjustments, and then we will update the priorities accordingly. We will then meet virtually with the Admin Team to present the final set of priorities for year 1 implementation. The final product will be a Natividad implementation workplan with priority activities for the first year, staff leads, and estimated timeline. As part of the workplan, there will also be an introduction that outlines key roles for the lead staff person and update process/timeline for tracking progress during the first year. Finally, there will an implementation update template to use by staff working on the implementation of the strategic plan to consolidate activities and track progress during the first (and ongoing) year.
- D. **Task 4 Prepare the Strategic Plan in Spanish (April 2025):** After receiving the Spanish translation of the text in the Natividad Strategic Plan document (“booklet”), our team will conduct a final review of the translation to ensure that all key concepts (especially the goal descriptions, strategies, and outcomes) have been translated clearly and consistently. We will then update the InDesign file with the Spanish text and make minor adjustments to the layout of the strategic plan to accommodate additional text (e.g., by making graphics smaller or slightly widening column width).
- E. **Task 5 Provide Technical Assistance (Ongoing):** On an as-needed basis, our team will be available to provide technical assistance to support the implementation of the strategic plan. Tasks could include facilitating additional meetings with Natividad staff to provide an overview of implementation priorities, supporting Natividad staff in gathering data for reporting, supporting Natividad staff in creating data visualization for each metric, and other technical assistance tasks as needed.

III. Pricing/Fees:**A. Cost breakdown:**

Natividad Medical Center Strategic Plan Implementation Support		Raimi + Associates			Labor Cost per Task
		Project Director (Dorman)	Project Manage r (Kruza)	Suppor t Staff	
Tasks					
1	Ongoing Project Management Meetings (i.e., with AR and CH) and Communication	18	18	8	\$10,120
2	Finalize Operational Dashboard for Strategic Plan	16	48	100	\$28,880
3	Develop Implementation Workplan (including 2 in-person meetings; Implementation Workplan)	56	68	8	\$31,700
4	Prepare Spanish translation of Strategic Plan	2	-	12	\$2,250
5	Provide Technical Assistance	6	12	4	\$4,850
TOTAL DIRECT LABOR					
	Hours per Team Member	98	146	132	
	Hourly Billing Rate	\$285	\$215	\$140	
	Labor Cost per Team Member	\$27,930	\$31,390	\$18,480	
Total Labor Cost					\$77,800
INDIRECT EXPENSES					
	Mileage + Tolls for 2 in person meetings				\$350
	General Office Expenses (3% of R+A labor)				\$2,334
Subtotal: Indirect Expenses					\$2,684
Total					\$80,484

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.