

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES, INC.

THIS AMENDMENT is made to AGREEMENT No. A-16238, to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, by and between Raimi + Associates, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT to create a data gathering process as part of the development of an updated County of Monterey Health Department three-year Strategic Plan, with a term of April 25, 2023 through March 31, 2024 and for a total not to exceed of \$67,671; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term by an additional 2 years, to March 31, 2026 and increase the total amount of the AGREEMENT by \$28,165 due to the extended term, for a total AGREEMENT amount not to exceed \$95,836.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0, “Payment Provisions”, shall be amended by removing**, “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$67,671”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$95,836”.
2. **Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2024, unless sooner terminated pursuant to the terms of the AGREEMENT” **and replacing it with** “The term of this AGREEMENT is from April 25, 2023 to March 31, 2026 unless sooner terminated pursuant to the terms of this AGREEMENT.
3. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A of this agreement **and replacing it with** “Exhibit A-1”. All references in AMENDMENT No. 1 to Exhibit A-1 shall be construed to refer to Exhibit A.
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 original AGREEMENT executed by the County on May 1, 2024.
6. This AMENDMENT No. 1 shall be effective upon execution.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:

Debra Wilson

Debra Wilson

Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 3/26/2024 | 1:06 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth

Jennifer Forsyth

Deputy Auditor/Controller
Auditor-Controller Analyst II

Dated:

3/19/2024 | 4:24 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Stacy Saetta

Stacy Saetta

Deputy County Counsel
Chief Deputy County Counsel.

Dated: 3/19/2024 | 1:20 PM PDT

Director of Health

Dated:

CONTRACTOR – **Raimi + Associates, Inc.**

DocuSigned by:

By: Matthew D. Raimi

Signature of Chair, President, or
Vice-President

Matthew D. Raimi President and CEO
Printed Name and Title

Dated: 3/15/2024 | 12:30 PM PDT

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

*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.

EXHIBIT A-1

**To Agreement by and between
Health Department, hereinafter referred to as “COUNTY”
AND
Raimi + Associates, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall conduct data gathering process to inform development of an updated County of Monterey Health Department three-year Strategic Plan.
2. Process to include:
 - a. Environmental scan and summarization of key takeaways from various relevant documents as identified by COUNTY’s Planning Team, including but not limited to 2022 Community Health Needs Assessment, 2022 Impact Monterey County Assessment, and most recent planning processes for Health Department Bureaus.
 - b. During the term of this AGREEMENT, CONTRACTOR to meet with COUNTY’s Strategic Planning Team twelve (12) times and one (1) time with Natividad Medical Center to develop and present (to the COUNTY’s Strategic Planning Team) a draft of the updated 3-year Strategic plan and production of a final approved updated 3-year Strategic Plan.
 - c. CONTRACTOR to develop an all MCHD staff survey to gather input on the strategic plan. Survey will take approximately 15 minutes to complete. Once the survey is drafted, CONTRACTOR will work with MCHD staff to finalize the survey and distribute it among all staff. Once the survey deadline is closed, CONTRACTOR will clean the data set and analyze it. CONTRACTOR will also prepare a brief overview of survey findings.

Raimi + Associates, Inc.
Amendment No. 1
Term: 04/25/23 – 03/31/2026
NTE: \$95,836

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. Meeting agendas and notes for each meeting with Strategic Planning Team
2. Draft updated Strategic Plan with goals, strategies, and metrics, due by May 31, 2024
3. Final updated Strategic Plan (with goals, strategies, and metrics), due by June 30, 2024

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$95,836** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Tasks		
1.	Project kickoff meeting and ongoing project management.	\$10,300
2.	Conduct rapid environmental scan (a. document review; b. conduct 5 stakeholder interviews; c. summary of key takeaways).	\$10,300
2.2	Develop, conduct, and analyze MCHD staff survey.	\$11,590
3.	Plan and facilitate 9 Strategic Planning Team Meetings (including meeting with Bureau Chiefs/other MCHD leaders and 1 joint meeting with Health System Group/Natividad).	\$30,400
3.2	Plan and facilitate (2) virtual meetings with MCHD staff; (1) virtual meeting with HHS Committee; (4) interviews with Board of Supervisors; (1) virtual presentation to BOS. (All meetings held via Zoom.)	\$15,720
5.	Finalize County of Monterey Health Department's Updated 3-year Strategic Plan.	\$14,700
	Total	\$93,010
6.	General office expenses (3%).	\$2,826
	Grand Total	\$95,836

There shall be no travel reimbursement allowed during this Agreement.

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.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: 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.

Invoices should be mailed to: Monterey County Health Department
Attn: Accounts Payable/ADMIN - PEP
Miriam Mendoza-Hernandez
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: HernandezMY@co.monterey.ca.us

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.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.