

**RENEWAL AND AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN LINCOLN & ASSOCIATES AND
COUNTY OF MONTEREY
FOR
LEADERSHIP COACHING FOR OPERATIONAL AND SUPPORT SERVICES**

This Renewal and Amendment No. 2 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Lincoln & Associates (hereinafter "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 County of Monterey on behalf of Natividad Medical Center and Lincoln & Associates had previously entered into an Agreement for Services (hereinafter "Agreement") on January 1, 2019 to provide leadership coaching for operational and support services to NMC with a one-year term and a total Agreement amount not to exceed \$73,427; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on October 28, 2020 via Amendment No. 1 to extend the term for an additional eighteen (18) month period through June 30, 2022 for a revised Agreement term of January 1, 2019 through June 30, 2022, with additions to the original scope of work attached hereto as "Exhibit A-1: Additional Scope of Services/ Payment Provisions as per Amendment No. 1" and to add an additional \$78,442, thereby increasing the total Agreement amount to \$151,869; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning July 1, 2022 and to extend the term for an additional one (1) year period through June 30, 2023 for a revised full Agreement term of January 1, 2019 through June 30, 2023 to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-2 as per Renewal and Amendment No. 2" and to increase the amount payable by \$20,000 for a total Agreement amount of \$171,869.

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 incorporated herein by this reference, except as specifically set forth below.

1. 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 Renewal and 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 \$171,869."

2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from January 1, 2019 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement.”
3. 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: Scope of Services/Payment Provisions
~~**Exhibit A-1: Additional Scope of Services/Payment Provisions as per Amendment No. 1**~~
Exhibit A-2: revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 2.”
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 2, the provisions of this Renewal and Amendment No. 2 shall govern.
5. This Renewal and Amendment is effective retroactively on July 1, 2022.

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~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 2 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Lincoln & Associates
CONTRACTOR's Business Name
See instructions below

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

Name and Title

Date: Dennis LINCOLN President

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

Name and Title

Date: July 5, 2022

*****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).

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 2 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy Lee Jatta*
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 6/29/2022

APPROVED AS TO FISCAL PROVISIONS

By: *Gary Giboney*
Monterey County Deputy Auditor/Controller

Date: *Gary Giboney* 6/30/2022

CONTRACTOR

Lincoln & Associates

CONTRACTOR's Business Name
See instructions below

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

Name and Title

Date: _____

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).

**EXHIBIT A-2 REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS
AS PER RENEWAL & AMENDMENT NO. 2
BETWEEN LINCOLN & ASSOCIATES AND
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER**

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

CONTRACTOR shall provide Leadership Coaching and Facilitation of Training Programs for Hospital Employees for NMC.

II. CONTRACTOR Obligations:

A. Leadership Coaching

1. Up to 12 managers

B. Coaching Tools/Assessments

1. Leadership assessments
2. Emotional Intelligence assessments

C. Coaching Components

1. One goal setting session for each participant at the start of coaching.
2. Monthly coaching sessions via Zoom or phone for new coachee's and coaching sessions every four to six weeks for ongoing coachee's.
3. Unlimited text and email coaching as needed or required.

D. Facilitation of Training Programs

1. Franklin Covey's Project Management-16 hours
2. Franklin Covey's The 7 Habits of Highly Effective People-24 hours
3. Franklin Covey's The 6 Critical Practices of Leading a Team- 8 hours
4. The Table Group's The Five Dysfunctions of a Team (Team Building)-16 hours

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Pricing/Fees continued on page 2

III. Pricing/Fees:

A. Coaching: Up to 12 Managers: \$43,200

i. Note: Cost does not include assessments or materials

B. Facilitation of Training Programs/ Classes: Up to \$22,900

i. Note: Cost does not include workbooks or participant materials

Description	Hours	Costs
Project Management Class	16-hour class	\$4,000
Facilitation of the Five Dysfunctions of a Team <i>(Cost: Depending on how class is delivered up to \$7,000.00)</i>	16-hour class	\$7,000
The 7 Habits of Highly Effective People	24-hour class	\$9,000
The 6 Critical Practices for Leaders	8-hour class	\$2,500
The total cost shall not exceed \$66,100		

- 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.