

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN ARMANINO, LLP DBA AMF MEDIA GROUP AND
NATIVIDAD MEDICAL CENTER
FOR
PUBLIC RELATION SERVICES**

This Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on May 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Armanino, LLP dba AMF Media Group (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed with Armanino, LLP dba AMF Media Group for public relation (PR) services with a term May 1, 2016 through April 30, 2017 and a total Agreement amount not to exceed \$185,500; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 1, 2017 via Renewal and Amendment No. 1 to extend the term for an additional one year period through April 30, 2018 and to add an additional \$394,400, thereby increasing the total Agreement amount to \$579,900; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 1, 2018 via Amendment No. 2 to extend the term for an additional one year period through April 30, 2019 and to add an additional \$415,500, thereby increasing the total Agreement amount to \$995,400; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 1, 2019 via Amendment No. 3 to extend the term for an additional one year period through April 30, 2020 and to add an additional \$316,500, thereby increasing the total Agreement amount to \$1,311,900; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through April 30, 2021 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-4 per Amendment No. 4” with a \$300,000 increase for the added services for a total Agreement amount of \$1,611,900.

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 Renewal and Amendment No 1, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. **Section 2 titled, “PAYMENTS BY NMC” shall be amended by removing:**

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A of the original Agreement, Exhibit A-1 attached to the Renewal and Amendment No. 1, Exhibit A-2 attached to Amendment No. 2, plus Exhibit A-3 attached hereto this Amendment No. 3, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,311,900.”

and replacing it with:

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Amendment No. 4 attached hereto this Amendment No. 4, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement

shall not exceed the sum of \$1,611,900.”

2. **The first sentence of Section 3.1 under “TERM OF AGREEMENT” shall be amended by removing:**
“The term of this Agreement is from May 1, 2016 through April 30, 2020 unless sooner terminated pursuant to the terms of this Agreement.”

and replacing it with:

“The term of this Agreement is from May 1, 2016 through April 30, 2021 unless sooner terminated pursuant to the terms of this Agreement.”

3. **Section 4 titled, “ADDITIONAL PROVISIONS/ EXHIBITS” shall be amended by removing 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 (for period May 1, 2016 – April 30, 2017)

Exhibit A-1: Revised Scope of Services/ Payment Provisions as per Renewal-Amendment No. 1 (for period May 1, 2017 – April 30, 2018)

Exhibit A-2: Revised Scope of Services/ Payment Provisions as per Amendment No. 2 (for period May 1, 2018 – April 30, 2019)

Exhibit A-3: Revised Scope of Services/ Payment Provisions as per Amendment No. 3 (for period May 1, 2010 – April 30, 2020)

Exhibit B: Business Associate Agreement”

and replacing it with:

“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A-4: Revised Scope of Services/ Payment Provisions as per Amendment No. 4

Exhibit B: 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. 4 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Amendment No. 2 and Amendment No. 3.
5. A copy of this Amendment No. 4 shall be attached to the Agreement.
6. This Amendment No. 4 shall be effective when May 1, 2020.

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. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Delle
Monterey County Deputy County Counsel

Date: 3/17/2020

APPROVED AS TO FISCAL PROVISIONS

By: B. Masan
Monterey County Deputy Auditor/Controller

Date: 3/18/2020

CONTRACTOR

Armanino, LLP dba AMF Media Group

CONTRACTOR's Business Name

See instructions below

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

Vintage Foster, CEO AMF media group
Name and Title

Date: 3/10/20

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-4 per Amendment No. 4
REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS

Scope of Services (May 1, 2020-April 30, 2021)

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

A. Public Relations

1. CONTRACTOR shall use Public Relations to shift latent community perception and raise awareness of the hospital. CONTRACTOR's efforts shall seek to retain NMC's current patients (core zip codes of 93905, 93906, 93901 and 93907) and attract new patients.
2. CONTRACTOR shall use two primary outreach strategies:
 - a. **Media Relations:** CONTRACTOR shall nurture and secure stories across broadcast and print media that position NMC as the community's health care expert. CONTRACTOR shall co- manage and maintain open communication lines between NMC and the media. CONTRACTOR shall write, distribute and manage press releases, and CONTRACTOR shall manage media calls and requests.
 - b. **Thought Leadership:** CONTRACTOR shall help the hospital lead the conversation on health and wellness by telling NMC's stories. CONTRACTOR shall establish and develop a slate of educational web content tied to health holidays, seasonal issues, etc. Some content may include Peak Health articles, and may be utilized with traditional media as bylined articles or pitches.
3. CONTRACTOR shall manage the relationship with NMC's translation vendors to provide press releases in both English and Spanish. CONTRACTOR shall provide regular monitoring, metrics and reporting for all Public Relations activities for NMC.

B. Content Creation and Editing

CONTRACTOR shall provide content creation and editing services for NMC's marketing and community relations. This may include researching, conducting interviews and drafting requested content as well as providing editing and proofreading services for various hospital collateral. CONTRACTOR shall also interface with NMC's translations vendors to provide content in both English and Spanish.

EXHIBIT A-4 per Amendment No. 4
REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS

C. Peak Health Magazine

1. CONTRACTOR shall continue to produce the bilingual Peak Health magazine on a biannual basis. The magazine showcases NMC's health care skill sets and expertise with original, compelling content. Storytelling focuses on education and patient success, featuring patient testimonials and expert guidance from NMC's team of doctors and nurses.

2. CONTRACTOR shall serve as reporter, editor and photographer for the magazine. CONTRACTOR shall also handle all design and shall manage relationships with NMC's external translation and printing/ mailing vendors to oversee production of the magazine.

D. Patient Testimonial/Service Line Commercials

CONTRACTOR shall produce a patient and service-line focused television commercial. The commercial shall be in line with the concept developed in Q1 2020 and shall have a tangential connection to the brand commercial. CONTRACTOR shall partner with NMC to select a patient story.

E. Crisis Communications

When called upon, CONTRACTOR shall provide crisis communications and conflict management communications support. CONTRACTOR shall identify and counter specific events and situations that arise. Specifically, CONTRACTOR shall work to mitigate potential harm to NMC's reputation, operations and general perception.

II. Pricing/Fees

A. Public Relations Services: \$91,000

Non-crisis PR services shall be billed at a blended rate of \$200 an hour. The blended rate represents the combination of CONTRACTOR's team members who shall work on the account. CONTRACTOR estimates approximately 455 hours of PR services in the contract year (approximately 38 hours a month). This fee does not include any translation costs associated with press releases or other bilingual content.

B. Content Creation and Editing Services: \$20,000

Content creation and editing services shall be billed at a blended rate of \$200 an hour. The blended rate represents the combination of CONTRACTOR's team members who shall work on the account. CONTRACTOR estimates approximately 100 hours of content services in the contract year (approximately 8 hours a month).

EXHIBIT A-4 per Amendment No. 4
REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS

C. Peak Health Magazine Services: \$136,000

CONTRACTOR shall continue to design and produce the bilingual Peak Health magazine on a biannual basis. Magazine services shall be billed at a blended rate of \$200 an hour. CONTRACTOR estimates approximately 680 hours of magazine services in the contract year. This fee does not include any translation, printing, mailing or postage costs associated with producing and distributing the magazine. However, CONTRACTOR shall handle all coordination and logistics with translation and printing/ mailing vendors.

D. Patient Testimonial/Service Line Commercial: \$40,000

CONTRACTOR shall produce a patient and service-line focused television spot. The commercial shall be in line with the concept developed in Q1 2020 and shall have a tangential connection to the brand commercial. This fee does not include any translation costs.

E. Crisis Communications Services: \$10,000

Crisis communications and conflict management services shall be led primarily by Vintage Foster. He shall be supported by various members of the CONTRACTOR's PR and Content team. Vintage Foster's rate is \$800 an hour and the members of his team work at a rate of \$500 an hour. All crisis communications work should not exceed \$10,000 in the contract year.

F. Travel: \$3,000

1. CONTRACTOR shall operate under a not-to-exceed \$3,000 annual travel budget for meetings and all crisis- and magazine-related travel, including hotel, mileage, per diem meal expenses, etc. Travel reimbursement to be paid per County of Monterey policy/requirements.
2. 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/disbursements> to receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

G. 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.

H. Payment may be based upon satisfactory acceptance of each deliverable, payment

EXHIBIT A-4 per Amendment No. 4
REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS

after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

- I. 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.
- J. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

PRICING SUMMARY: 2020-2021 Total: \$300,000