

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN LINCOLN & ASSOCIATES AND  
NATIVIDAD MEDICAL CENTER  
FOR  
LEADERSHIP COACHING FOR OPERATIONAL AND SUPPORT SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Lincoln & Associates (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 Lincoln & Associates for leadership coaching for operational and support services with a term January 1, 2019 through December 31, 2020 and a total Agreement amount not to exceed \$73,427; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to extend the term for an additional eighteen (18) month period through June 30, 2022 for a revised term of Agreement January 1, 2019 through June 30, 2022, to allow for services to continue 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" with a \$78,442 increase for the added services for a total Agreement amount of \$151,869.

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

1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:  
*"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$151,869."*
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, 2022 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."*
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 Agreement.
6. This Amendment No. 1 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. 1 on the basis set forth in this document and have executed this Amendment No. 1 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 L. Jellie  
Monterey County Deputy County Counsel

Date: 9/14/2020

**APPROVED AS TO FISCAL PROVISIONS**

By: GARY K GIBONEY  
Monterey County Deputy Auditor/Controller

Date: 9-15-2020

**CONTRACTOR**

Lincoln & Associates  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

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

JENNIS LINCOLN Owner  
Name and Title

Date: 8-13-2020

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-1 Additional Scope of Services/ Payment Provisions as per Amendment No. 1**

---

This Exhibit A-1 Addition to Scope of Services/Payment Provisions as per Amendment No. 1 to the Services Agreement (“Agreement”), dated January 1, 2019, is entered into by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and **Lincoln & Associates** hereinafter referred to as (“CONTRACTOR”) to acknowledge facilitation of leadership classes specifically. In addition to the existing Exhibit A Scope of Services, NMC and CONTRACTOR agree that the following shall be added to the Agreement Scope of Services/Payment Provisions:

**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. Information Technology Department
2. Human Resources/ Volunteer Services Departments
3. Operations and Support Departments
4. Up to five additional hospital leaders

**B. Coaching Tools/Assessments**

1. Employee engagement/ satisfaction surveys
2. Leadership assessments
3. 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 six to eight weeks for ongoing coachee’s.
3. Unlimited text and email coaching as needed or required.
4. One additional hour of phone or Zoom coaching per month for new coachee’s and one additional hour every six to eight weeks for ongoing coachee’s as requested.

**III. Pricing/Fees:**

A. Facilitation of Training Programs/ Classes:

<b>Description</b>	<b>Hours</b>	<b>Costs</b>
<b>Franklin Covey's Project Management</b>	16 hours	\$4,000
<b>Franklin Covey's The 7 Habits of Highly Effective People</b>	24 hours	\$9,000
<b>Franklin Covey's The 6 Critical Practices of Leading a Team</b>	8 hours	\$2,500
<b>The Table Group's The Five Dysfunctions of a Team (Team Building)</b>	16 hours	\$7,000

B. Cost Breakdown

1. Cost per Leadership Coaching Session: \$296.98
2. Coaching Tools and Assessments Not to Exceed: \$1,000
3. Facilitation of Training Programs/ Classes: \$22,500

C. Assumptions:

1. **New Coachees:** One goal setting session and twelve coaching sessions: Not to Exceed: \$19,304
2. **Ongoing Coaching:** Facilitate coaching sessions every six to eight weeks: Not to Exceed: \$35,638

D. 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.

E. 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.

F. 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.

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