

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN AMF MEDIA GROUP AND
NATIVIDAD MEDICAL CENTER
FOR
PUBLIC RELATIONS SERVICES**

This Amendment No. 2 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 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 for public relations services with a term 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 associated with the extended term plus several new initiatives, thereby increasing the total Agreement amount to \$579,900; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through April 30, 2019 to allow for most of the existing PR services to continue with the addition of new initiatives added for a revised scope of work attached hereto as "Exhibit A-2 Revised Scope of Services/ Payment Provisions per Amendment No. 2" with a \$415,500 increase for a total Agreement amount of \$995,400.

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

1. Section 2 / 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 of the Agreement, EXHIBIT A-1 attached to Renewal-Amendment No. 1, and EXHIBIT A-2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$995,400.
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from May 1, 2016 through April 30, 2019 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ 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 (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"**
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 2.
5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
6. This Amendment No. 2 shall be effective May 1, 2018

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. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: ARB
Monterey County Deputy County Counsel

Date: March 15, 2018

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 3-15-18

CONTRACTOR

AMF Media Group

CONTRACTOR's Business Name

See instructions below

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

Vintage Foster, CEO
Name and Title

Date: 3/8/18

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 AMENDMENT NO. 2**

May 1, 2018-April 30, 2019

Scope of Services

Public Relations and Community Outreach

AMF Media Group is prepared to provide ongoing Public Relations and Community Outreach support for Natividad to promote its mission and strength as a public hospital for the Monterey Salinas Region. Public Relations will be increasingly important in 2018 and 2019 as Natividad launches its new brand look/feel and communicates that brand and commitment of "Inspiring Healthy Lives" to the community.

AMF will utilize PR and Community Outreach to support the external brand launch in the following ways:

- Create awareness of the new brand and messaging
- Reach beyond current Natividad audiences
- Instill a sense of pride with current Natividad audiences
- Foster confidence in Natividad from the larger area population
- Showcase the appreciation for Natividad within the community

We will use two primary outreach strategies to establish the new brand with the community:

Media Relations/Thought Leadership: Continue an aggressive media relations campaign to place positive stories about Natividad and establish the hospital as a thought leader in local and national health care trends and issues. We will do so through ongoing proactive media outreach and relationship building that leverages Natividad's strategic service areas and highlights successful patient stories.

Community Initiatives: At Natividad, the commitment to community is unwavering. It's always been about quality of care. Natividad is defined by its very human, compassionate, patient-centered care. Thus, it has an advantage in the market to engage the community on living a healthier lifestyle. We will continue to leverage core strengths of the organization to capitalize on a specific issue, interest or need in the marketplace.

Monthly, AMF is prepared to perform the following:

- Develop and pitch story ideas with media that support the growth initiatives and strategic service areas of Natividad
- Co-manage and maintain the communication lines between Natividad, the media and bloggers
- Partner with the Natividad communications team to provide content support
- Consult and push for a Natividad news agenda
- Write, distribute and manage press releases and contributed articles
- Manage media calls and requests, and screen calls from reporters for pre-interview discussion of story angles
- Secure, script and coordinate the production of Public Service Announcements (PSAs) to bring awareness to Natividad's community initiatives
- Recruit local community organizations to participate with the hospital in healthcare education initiatives
- Provide regular monitoring, metrics and reporting for all PR activity for Natividad

Brain Smart™

AMF is prepared to drive ongoing community engagement through the Brain Smart™ trauma prevention program. The program will include two campaign elements in 2018-2019 (as agreed to by AMF and Natividad). Campaign elements may include:

- **Sports-Related Concussions:** AMF is prepared to reengage with each partner high school to coordinate concussion workshops for NMC physicians leading into the spring, fall and winter sports seasons. AMF is also prepared to expand the program to target additional high schools and youth leagues.
- **Fall Prevention:** AMF is prepared to provide additional community support and outreach related to fall prevention.

Community Initiative

AMF is prepared to build and execute on a new community initiative in the last quarter of this contract cycle. In the 2017-2018 contract cycle, AMF is building and executing a distracted driving initiative. This theme may continue into 2018-2019 or a new element may be added. The campaign theme and elements will be agreed to by both parties.

Peak Health Magazine

AMF Media Group will continue to produce the bilingual Peak Health magazine on a quarterly basis. The magazine will continue our collective efforts to position Natividad as a comprehensive, top-quality health care provider of choice. The focus will be on education and people, rather than the Natividad brand, but it will be clear that Natividad is the local leader in health. AMF and Natividad will partner on story selection.

AMF will serve as managing editor, reporter and photographer for the magazine. We will also handle all layout and design, and will manage relationships with Natividad's external translation and printing/mailing vendors to oversee production of the magazine.

Crisis Communications

AMF Media Group will continue to provide crisis communications and conflict management communications support. When called upon, AMF will identify and counter specific events and situations that arise. Specifically, AMF will work to mitigate potential harm to Natividad's reputation, operations and general perception.

Pricing/Fees

PR and Community Outreach Services: \$144,000

Non-crisis PR services will be billed at a blended rate of \$200 an hour. The blended rate represents the combination of AMF team members who will work on the account. AMF estimates a total of 720 hours of PR services in the contract year (approximately 60 hours a month).

BrainSmart™ Renewal: \$30,000

The BrainSmart™ program will be billed in installments of \$15,000 (75 hours each at a blended rate of \$200 an hour) for each campaign element. Specific campaign elements will be agreed to by both parties. The program should include two campaign elements and should not exceed \$30,000 in the contract year. This fee does not include any media buys placed with local television stations to support the campaign.

Community Initiative: \$30,000

AMF is prepared to build and execute on a new community initiative in the last quarter of this contract cycle. In the 2017-2018 contract cycle, AMF is building and executing a distracted driving initiative. This theme may continue into 2018-2019 or a new element may be added. The campaign theme and elements will be agreed to by both parties. This work should not exceed \$30,000 in the contract year.

Peak Health Magazine Services: \$192,000

AMF will continue to design and produce the bilingual Peak Health magazine on a quarterly basis. Magazine services will be billed at a blended rate of \$200 an hour. Due to the implications of developing the magazine in both English and Spanish, AMF estimates a total of 960 hours of magazine services in the contract year (approximately 80 hours a month or \$48,000 per issue). This fee does not include any translation, printing, mailing or postage costs associated with producing and distributing the quarterly magazine.

Crisis Communications Services: \$15,000

Crisis communications and conflict management services will be led primarily by Vintage Foster. He will be supported by various members of the AMF 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 \$15,000 in the contract year.

Travel: \$4,500

AMF will operate under a not-to-exceed \$4,500 annual travel budget for meetings and all brand-, crisis- and magazine-related travel, including hotel, mileage, per diem meal expenses, etc. Travel reimbursement to be paid per County of Monterey policy/requirements.

2018-2019 Proposed Total: \$415,500