

**AMENDMENT No. 3  
TO PROFESSIONAL SERVICES AGREEMENT,  
BETWEEN COUNTY OF MONTEREY & RAIMI + ASSOCIATES**

**THIS AMENDMENT No. 3** is made to Agreement A-13538 for specialized health impact reviews, the development of leadership training and the facilitation of Health in All Policies data analytics and support services by and between **Raimi + Associates, Inc.**, hereinafter referred to as “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 Amendment No. 1 to Agreement A-13538 to increase the total amount payable by County to CONTRACTOR by \$41,984 for a total not to exceed sum of \$107,899 and to extend the Agreement term to October 31, 2017; and

**WHEREAS**, the County and CONTRACTOR entered into Amendment No. 2 to Agreement A-13538 to increase the total amount payable by County to CONTRACTOR by \$41,984 for a total not to exceed sum of \$107,899 and to extend the Agreement term to October 30, 2017.


**WHEREAS**, the County and CONTRACTOR hereby request AMENDMENT No. 3 to Agreement A-13538 to extend the term to January 31, 2018.

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

1. Section 3.0, “Term of Agreement”, shall be amended by removing, “The term of this agreement is from **January 11, 2016 to October 30, 2017**, unless sooner terminated pursuant to the terms of this agreement.” And replacing it with, “The term of this Agreement is from **January 11, 2016 to January 31, 2018**, unless sooner terminated pursuant to the terms of this Agreement.”.
2. EXHIBIT A-2 – Scope of Services to the Agreement is hereby deleted and replaced in its entirety and attached hereto as EXHIBIT A-3.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the Agreement; and
4. A copy of the AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the county on January 22, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to AGREEMENT as of the day and year written below.

MONTEREY COUNTY

  
\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: 10-30-17

Approved as to Fiscal Provisions:

  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 10-27-17

Approved as to Liability Provisions:

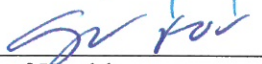
\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy County Counsel

Dated: 10/11/17

  
\_\_\_\_\_  
Director of Health

Dated: 10/26/2017

CONTRACTOR

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Matthew P. Raimi, President + CEO  
\_\_\_\_\_  
Printed Name and Title

Dated: 10-6-17

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-3**  
**To Standard Agreement by and between the**  
**County of Monterey on behalf of the Monterey County Health Department "County"**  
**AND**  
**Raimi + Associates "Contractor"**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

CONTRACTOR shall provide services and otherwise do all things necessary for the Performance of work and adherence to the following deliverables as set forth below:

CONTRACTOR shall provide specialized technical assistance to the Monterey County Health Department for purposes associated with work to develop the Monterey County Health Department's Strategic Action Plan as detailed in the attached Word document and spreadsheet, labeled Scope of Work, incorporated into this Exhibit A-2, Scope of Services/Payment Provisions.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$107,899 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 rates shown in the attached spreadsheet labeled Scope of Work.

There shall be no travel reimbursement allowed during this Agreement.

Contractor warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

**B.2 CONTRACTORS BILLING PROCEDURES**

Contractor will submit monthly invoices for services rendered under each function "task".

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.

## PHASE I: PREPARE FOR THE PLANNING PROCESS

The first stage of this process involves developing an action planning framework that outlines the tasks of the entire engagement.

**Task 1.1: Finalize the action planning workplan and establish ongoing meetings (March 2017/Ongoing).** We will hold an initial meeting with MCHD staff to review and finalize the action planning process and confirm the project timeline. During this meeting, we will establish ongoing and regular project meetings to ensure close collaboration throughout the project. We will also discuss relevant documents to review as part of Task 2.1. Once the final scope and timeline has been confirmed, we will prepare a project workplan.

- Deliverable:
  - Project workplan

**Task 1.2: Conduct document review. (March 2017).** We will review relevant documents (e.g., Impact Monterey County results, Monterey County CHIP, and other relevant data) in order to understand the context in which the MCHD action plan is being developed. We will also consider Governing for Racial Equity materials, which will inform the development of strategies and activities. We will work closely with MCHD staff to identify these relevant documents.

## PHASE II: COLLECT AND ANALYZE INFORMATION FOR ACTION PLAN

In this phase, we will work closely with MCHD staff to gather relevant information to inform the development of strategies and activities to align with the existing priorities and objectives outlined in the MCHD 2017-2021 Strategic Plan.

**Task 2.1: Identify existing strategies and activities for priority areas (April – August 2017).** We propose to begin by supporting MCHD staff to conduct an inventory of strategies and activities that are currently in place. To do this, we will prepare a matrix that can be uploaded to google drive spreadsheets to ensure that multiple people can work on the inventory simultaneously. We anticipate organizing existing strategies and activities into the new priority areas outlined in the updated 2017-2021 Strategic Plan to see where there might be gaps and opportunities.

- Deliverable:
  - Excel file with existing strategies by priority area

**Task 2.2: Conduct rapid inventory of evidence-based strategies for priority areas (August - September 2017).** At the same time, we will also support MCHD staff in compiling a range of evidence-based strategies and promising practices for the priority areas outlined in the strategic plan, including those related to governing for racial equity. These will also be gathered through a process using a matrix in excel that is uploaded to google to allow multiple people to work on the inventory at the same time.

- Deliverable:
  - Excel file with evidence-based strategies by priority area

**Task 2.3: Conduct strength and gap analysis of strategies and activities (September – October 2017).** Once the inventories of existing strategies and evidence-based strategies are complete, we will work with MCHD to review them and identify which strategies and

activities align with the new priorities and where there are opportunities for new ones. We envision up to two meetings with MCHD staff to conduct this analysis.

- Deliverable:
  - Highlight document presenting results of gap analysis

**Task 2.4 Develop, implement, and Analyze Stakeholder Survey (October - November 2017).** Based on the strength and gap analysis completed in Task 2.3, we will support MCHD staff to develop a stakeholder survey to elicit input and feedback on existing and new strategies and activities for each priority area in the Strategic Plan. The survey will also ask for additional strategies and activities that key stakeholders would like to suggest. We anticipate that the survey will take up to 20 minutes for respondents to complete and will be administered using an online platform, such as SurveyMonkey or SurveyGizmo. The MCHD staff will administer the survey and we will work with them to prepare a brief introductory email explaining the purpose of the survey and inviting all participants to participate. Once the survey is completed, MCHD staff will analyze the data. We will work closely with them to review the data and prepare a brief highlight memo outlining key findings.

**Task 2.5 Prepare for and Facilitate Action Planning Workshop (October - November 2017).** Based on the document review, the strength and gap analysis, and stakeholder survey findings, we propose to work closely with MCHD staff to develop draft strategies and activities for each priority area. We will then prepare and facilitate an action planning workshop where community members and stakeholders are invited to come together for an update on the action planning process, and to participate in reviewing the draft strategies and activities and prioritizing them for each priority area. We anticipate preparing a large group presentation that describes the action planning development process and then propose breaking the large group into 4 smaller groups by priority area. With the support of MDHD staff, we will facilitate small group feedback and prioritization sessions for each priority area in a dynamic and participatory way. Because the Clinical Services staff will not be able to attend this workshop, we will also support MCHD to facilitate a meeting in which this group will be able to review and provide feedback on the draft strategies and activities, and weigh in on prioritization.

- Deliverables:
  - Action Planning Workshop agenda and small group summary notes.
  - Materials for MCHD to facilitate the Clinical Services meeting.

### PHASE III: DEVELOP ACTION PLAN

The next major component of this process is the development of the action plan itself, which will incorporate all of the insights and information gathered to date.

**Task 3.1: Draft the MCHD Action Plan (November 2017).** Based on the feedback from the Action Planning Workshop and the findings from the primary data collection efforts, we will develop the Monterey County Action Plan. The plan will include an over view of the purpose and development of the Action Plan, a brief overview and rationale for each priority area, objectives, strategies and activities that achieve the objectives, lead partner responsible for the strategy/activity, clear measures of success, and estimated timeline. The action plan will be visually engaging and will invite inspiration. We will review the draft with MCHD staff and integrate feedback into the final Action Plan.

- Deliverable:
  - Draft of MCHD Action Plan.

**Task 3.2: Finalize action plan (December - January 2017).** We will complete the Action Plan by incorporating MCHD staff's input from Task 3.2. The final action plan will reflect broad stakeholder input and will provide a clear path for how MCHD can provide services that best meet the diverse needs of the Monterey community.  
 Deliverable: Final five-year MCHD action plan

PHASES	Raimi + Associates				
	Project Director (Dorman)	Research Associate (Kruza)	Epidemiologist (Altshuler)	Graphic Designer (Miller)	Total Labor Cost per Task
<b>PHASE 1: Prepare for the Planning Process</b>					
1.1	Ongoing project management and finalize workplan	6	6	4	\$2,550
1.2	Conduct document review	4	4	4	\$1,920
	Subtotal Phase 1	10	10	8	\$4,470
<b>PHASE 2: Collect and Analyze Information for Action Plan</b>					
2.1	Identify existing strategies and activities	4	8	6	\$2,750
2.2	Conduct rapid inventory of evidence-based strategies	6	10	8	\$3,710
2.3	Conduct strength and gap analysis	8	8	8	\$3,840
2.4	Develop, implement, and analyze Stakeholder survey	6	10	6	\$3,380
2.5	Prepare and facilitate Action Planning Workshop	16	16	16	\$7,680
	Subtotal Phase 2	40	52	44	\$21,360
<b>PHASE 3: Develop Action Plan</b>					
3.1	Draft the Action Plan	18	22	14	\$8,480
3.2	Finalize Action Plan, Graphic Design of SP & AP	8	12	8	\$6,650
	Subtotal Phase 3	26	34	22	\$15,130
<b>Consultants</b>					
	Total Hours	76	96	74	22
	Billing Rate	\$190	\$125	\$165	\$105
	Labor Cost	\$14,440	\$12,000	\$12,210	\$2,310
	<i>Total Labor Cost</i>				\$40,960
<b>Indirect Costs</b>					
	Office expense				\$1,024
	<i>Total Expenses</i>				\$1,024
<b>GRAND TOTAL</b>					<b>\$41,984</b>