

**RENEWAL AND AMENDMENT NO. 5
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD
MEDICAL CENTER AND
ARMANINO, LLP dba AMF MEDIA GROUP FOR
PUBLIC RELATION SERVICES**

This Renewal and Amendment No. 5 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 Armanino, LLP dba AMF Media Group (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 and Armanino, LLP dba AMF Media Group had previously entered into an Agreement for Services (hereinafter "Agreement") on May 1, 2016 to provide public relation services to NMC with a one-year term and a total Agreement amount not to exceed \$185,000; 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 amended the Agreement on April 30, 2020 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; and

WHEREAS, the Agreement expired on April 30, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2021 and to extend the term for an additional one (1) year period (May 1, 2021 through April 30, 2022) for a revised full agreement term of May 1, 2016 through April 30, 2022 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-5 as per Renewal and Amendment No. 5" and to increase the amount payable by \$120,000 for a total Agreement amount of \$1,731,900.

AGREEMENT

NOW THEREFORE, the Parties agree 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, Amendment No. 3, and Amendment No. 4 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, Exhibit A-3 attached hereto this Amendment No. 3, plus Amendment No. 4, Exhibit A-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.”

and replacing it with:

“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-5 as per Renewal & Amendment No. 5 attached hereto this Amendment No. 5, 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 \$1,731,900.”

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, 2021 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, 2022 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”

Exhibit A-4: Revised Scope of Services/ Payment Provisions as per Amendment No. 4 (for period May 1, 2010 – April 30, 2021)

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-5: Revised Scope of Services/ Payment Provisions as per Renewal & Amendment No. 5

4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 5 the provisions of this Renewal and Amendment No. 5 shall govern.
5. This Renewal and Amendment is effective retroactively when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 5 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 4/28/2021

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Chief Deputy Auditor-Controller

Date: 5-13-2021

CONTRACTOR

ARMANINO, LLP DBA AMF MEDIA GROUP

CONTRACTOR's Business Name

****Signature instructions below****

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

Vintage Foster, CEO

Name and Title

Date: 04/19/2021

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

Name and Title

Date: _____

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)

EXHIBIT A-5 per Renewal & Amendment No. 5
REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS

Scope of Services (May 1, 2021-April 30, 2022)

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, 93927, 93960, 93901 and 93907) and attract new patients.
2. CONTRACTOR shall use three (3) primary outreach strategies:
 - a. **Media Relations:** CONTRACTOR shall nurture and secure stories across broadcast and print media that position Natividad as the community's health care expert. We will co-manage and maintain open communication lines between Natividad and the media. We will write, distribute and manage press releases, and we will 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. We will establish and develop a slate of educational content tied to health holidays, seasonal issues, etc. Some content may be utilized with traditional media as contributed articles or pitches.
 - c. **Content Creation and Editing:** CONTRACTOR shall provide content creation and editing services for Natividad 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.
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. Crisis Communications

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

EXHIBIT A-5 per Renewal & Amendment No. 5
REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS

II. Pricing/Fees

A. Public Relations Services: \$107,000

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 40-50 hours of PR and Content Services per month. This fee does not include any translation costs associated with press releases or other bilingual content.

1. Time estimates for PR and Content services:
 - a. Production and placement of feature stories (including background interviews and outside research): approximately 10 hours per story
 - b. Production and placement of news stories: approximately 3 hours per story
 - c. Management of inbound media inquiries (including identifying spokesperson, response and coordinating interview if needed): approximately 1.5 hours per story
 - d. Proofreading/basic copy editing of completed content: approximately 1-3 per piece of content
 - e. Production of new copy (including background interviews and outside research): approximately 5-8 hours per piece of content
 - f. Quarterly PR reports: approximately 3-5 hours

B. Crisis Communications Services: \$10,000

Crisis Communications and conflict management services will be lead primarily by Vintage Foster and a combination of the CONTRACTOR's team members from the PR and Content team. Services should be billed at \$800 an hour and all other team members will be billed at \$500 an hour.

C. 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 *****.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.

EXHIBIT A-5 per Renewal & Amendment No. 5
REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS

- 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.

PRICING SUMMARY: 2021-2022 Total: \$120,000