



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16067

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Raimi and Associates, Inc. for strategic planning services at NMC for an amount not to exceed \$150,000 with an agreement term November 1, 2022 through October 31, 2024.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$15,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 25th day of October 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 25, 2022.

Dated: October 27, 2022

File ID: A 22-549

Agenda Item No.: 25

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

 Natividad MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center ("COUNTY"), a general acute care teaching hospital wholly owned and operated by the County, and Raimi Associates Inc (hereinafter "CONTRACTOR", collectively COUNTY and CONTRACTOR are referred to as the "Parties").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows:
Strategic Planning Services.
2. **PAYMENTS BY COUNTY.** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$ 150,000.
3. **TERM OF AGREEMENT.**
 - 3.1. The term of this Agreement is from November 1, 2022 through October 31, 2024 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.
 - 3.2. COUNTY reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Addendum No. 1 to Agreement

Exhibit A: Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

- 5.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.
- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

- 7.1. During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In

the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. ~~COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement. See Addendum~~


CONTRACTOR

COUNTY

7.3 COUNTY's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII,

according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

- 9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering ~~all~~ motor vehicles, including ~~owned, leased,~~ non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

MR
CONTRACTOR
266
COUNTY

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, *If required* for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- 9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of CONTRACTOR's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.1 **Confidentiality.** CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.2 COUNTY Records. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions. COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent

employment with COUNTY or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold COUNTY and the County of Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: Raimi Associates Inc
Attn: Kym Dorman/Matt Raimi
Address: 1900 Addison St, Suite 200
City, State, Zip: Berkeley, CA 94704
FAX: _____
Email: kym@raimiassociates.com; matt@raimiassociates.com

15. MISCELLANEOUS PROVISIONS.

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of COUNTY and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**COUNTY OF MONTEREY, FOR THE
PROVISION OF SERVICES FOR
NATIVIDAD MEDICAL CENTER**

By: _____

Charles R. Harris, CEO Natividad

Date: _____

10/27/22

APPROVED AS TO LEGAL PROVISIONS

By: _____

Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____

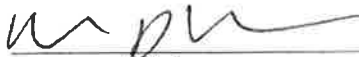
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Raimi Associates Inc

Contractor's Business Name*** (see instructions)



Signature of Chair, President, or Vice-President

Matthew D. Raimi, President and CEO

Name and Title

Date: 10-11-22

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).

**COUNTY OF MONTEREY, FOR THE
PROVISION OF SERVICES FOR
NATIVIDAD MEDICAL CENTER**

By: 
Charles R. Harris, CEO Natividad

Date: 10/10/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 10/11/2022

APPROVED AS TO FISCAL PROVISIONS

By: Burcu Mousa
Monterey County Deputy Auditor/Controller

Date: 10/14/2022

CONTRACTOR

Raimi Associates Inc

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date:

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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

ADDENDUM NO. 1

**TO AGREEMENT BY AND BETWEEN RAIMI ASSOCIATES INC, AND
THE COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR
NATIVIDAD MEDICAL CENTER
FOR STRATEGIC PLANNING SERVICES**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Raimi Associates Inc., (hereinafter "CONTRACTOR") and the County of Monterey, for the provision of services for Natividad Medical Center (hereinafter "COUNTY"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.



NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Paragraph 7.2, "TERMINATION", shall be amended to:

7.2. COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement. The contractor shall be given 10 working days to correct any deficiency. COUNTY may be relieved of the payment of any consideration to CONTRACTOR for the disputed portion of the work

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><u>COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR NATIVIDAD MEDICAL CENTER</u></p>	<p><u>Raimi Associates Inc.</u></p>
	
<p>Charles R. Harris, CEO</p>	<p>Signature of Chair, President or Vice-President</p>
<p>10/27/22</p>	<p>Matthew P. Raimi, President + CEO</p>
<p>Date</p>	<p>Printed Name and Title</p>
<p><u>Approved as to Legal Provisions:</u></p>	<p>10-11-22</p>
<p>Monterey County Deputy County Counsel</p>	<p>Date</p>
<p>Date</p>	<p>Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer</p>
<p><u>Approved as to Fiscal provisions:</u></p>	<p>Printed Name and Title</p>
<p>Monterey County Chief-Deputy Auditor-Controller</p>	<p>Date</p>
<p>Date</p>	<p><u>Signature Instructions</u></p>
<p></p>	<p>For 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).</p>

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.




<p><u>COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR NATIVIDAD MEDICAL CENTER</u></p>	<p><u>Raimi Associates Inc.</u></p>
	<p>Signature of Chair, President or Vice-President</p>
<p>Charles R. Harris, CEO</p>	<p>Printed Name and Title</p>
<p>10/27/22</p>	<p>Date</p>
<p>Date</p>	
<p><u>Approved as to Legal Provisions:</u></p>	
	<p>Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasurer</p>
<p>Monterey County Deputy County Counsel</p>	<p>Printed Name and Title</p>
<p>Chief Deputy County Counsel, 10/11/2022</p>	<p>Date</p>
<p>Date</p>	
<p><u>Approved as to Fiscal provisions:</u></p>	<p><u>Signature Instructions</u></p>
	<p>For 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).</p>
<p>Monterey County Chief-Deputy Auditor-Controller</p>	
<p>10/25/2022</p>	
<p>Date</p>	

EXHIBIT A:

SCOPE OF SERVICES/ PAYMENT PROVISIONS

**TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY (“COUNTY”), FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE
FACILITY
AND
RAIMI AND ASSOCIATES INC.**

I. Description of All Services to be Rendered by CONTRACTOR:
CONTRACTOR shall provide NMC with Strategic Planning Services

II. CONTRACTOR Obligations:

A. Task 1. Project Management

We will hold an initial meeting with Natividad team/staff members to review and finalize the work plan and timeline. We will also establish up to 14 additional project check in meetings. We will identify the members of the Strategic Planning Team, discuss existing components of the prior strategic plan that are still relevant, and discussing additional relevant documents to review for the project. We will also set the date for the first Strategic Planning Team meeting. Finally, we will identify an ongoing meeting time to check in.

✓ Deliverables: Final scope of work and timeline, agendas and action minutes

B. Task 2. Conduct Rapid Environmental Scan

We propose to work closely with Natividad team/staff members to conduct a rapid environmental scan that includes a) identifying and reviewing key documents from Natividad, County of Monterey, and broader healthcare sector and summarizing trends and key findings; b) conducting stakeholder interviews; and c) developing a slide deck that synthesizes the document review and interview findings. The focus of the environmental scan will be to understand the internal strengths and weaknesses, and the external opportunities and threats/challenges related to the future of Natividad Medical Center, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis.

2.A. Conduct Document Review

We anticipate that the document review will include reviewing relevant documents (e.g., prior draft strategic plan, Natividad patient/client survey findings, CHNA/CHIP community engagement findings, funding documents, financial documents/reports) and other internal and external documents that will support this strategic planning process. We will identify findings and include them in strategic planning meetings as appropriate. We will also include them as part of a slide deck of environmental scan key takeaways to review and discuss with Natividad team/staff members and members of the Strategic Planning Team.

✓ Deliverables: Initial key takeaways

2.B. Conduct Stakeholder Interviews

We propose to conduct up to 12 stakeholder interviews with key leaders and stakeholders (as identified with the Strategic Planning Team – these might include County elected officials or agency executives, leadership from close partners, or experts outside of Monterey County). We anticipate that the interviews will take up to 1 hour and will explore topics related to Natividad’s internal strengths and weaknesses; external opportunities and threats/challenges.

2.C. Analyze Interview Data and Prepare a Slide Deck with Summary Findings

We will identify key themes and findings from the document review and stakeholder interviews and prepare a slide deck for the Strategic Planning Team to review.

- ✓ Deliverables: Summary of document review and stakeholder interviews in slide deck

C. Task 3. Strategic Planning Meetings

1. **Meeting #1 - Strategic Planning Team Meeting.** In the first strategic planning meeting, we propose to review the overall process and draft decision-making matrix to ensure that key decision points and roles are clear, and the process for decision making is transparent. We will also ask Strategic Planning Team (SPT) members to identify key considerations and priorities for the strategic planning process (e.g., what has worked well in decision making in the past, challenges, and overall aims). We will also review key components of the prior draft strategic plan and discuss their continued relevance to Natividad. Finally, we will confirm additional key data that will be reviewed for the rapid environmental scan (Task #2) as well as the timeframe for the strategic planning process.

- ✓ Deliverables: Decision-making matrix, meeting agenda, and summary of action steps.

2. **Meeting #2 - Strategic Planning Team Meeting.** We will review key takeaways from the document review as part of the rapid environmental scan (Task #2) with the aim of 1) continuing to build on what is already in place (and working effectively) at Natividad, and 2) identifying considerations, challenges, and gaps that should be considered during the strategic planning process. As part of this meeting, we will also engage the strategic planning team in an initial SWOT conversation, beginning with internal strengths and weaknesses.

- ✓ Deliverables: Meeting agenda and summary of action steps.

3. **Meetings #3 and #4 – Integration Executive Team and Natividad Department Leadership Team Meetings.** To ensure that the Integration Executive Team and the Natividad Department Leadership Team are involved in the strategic planning process, we propose to hold two separate meetings (one with each team) to review the strategic planning process and timeline and gather input. During these meetings, we will provide an update on input gathered during the document review and the first Strategic Planning Team meetings, and—time permitting—we will ask team members to provide input on the SWOT conversation.

- ✓ Deliverables: Meeting agendas and summaries of action steps.

4. **Meeting #5 - Strategic Planning Team Meeting.** Either during meeting # 5 or meeting #6 (see below), members of the Monterey County Health Department Strategic Planning Team will participate in order to discuss and align planning priorities. During this meeting, Strategic Planning Team members will review findings from the environmental scan (Task 2) and will

then continue and complete the SWOT discussion to identify any additional strengths and weaknesses, as well as opportunities and threats/challenges for Natividad.

✓ Deliverables: Meeting agenda and summary of action steps.

5. **Meeting #6 - Strategic Planning Team Meeting.** Based on the discussion in meeting #5, the group will review preliminary goals, strategies and outcomes. We will gather feedback on the goals, strategies, and outcomes and will discuss feasibility and anything that is missing. We will also discuss criteria for prioritizing the final 3-5 goals, corresponding strategies, and outcomes and present the outline of the final strategic plan.

✓ Deliverables: Draft goals and outcomes; criteria for prioritizing goals, strategies and outcomes; draft outline of the strategic plan; meeting agenda and summary of action steps.

6. **Meeting #7 and #8 - Integration Executive Team and Natividad Department Leadership Team Meetings.** In these meetings, we will present high level findings from the environmental scan, the draft goals and strategies developed by the Strategic Planning Team. The Integration Executive Team and Natividad Department Leadership Team will have the opportunity to provide input and ask questions. We will also share the outline of the strategic plan and gather input.

✓ Deliverables: Updated goals and outcomes; draft strategies for each goal area; final outline of the strategic plan; meeting agenda and summary of action steps.

7. **Meeting #9 - Strategic Planning Meeting.** In this SPT meeting we will review and engage the SPT in prioritizing final goals and strategies based on all input to date. We will also share the outline of the strategic plan and gather input. Based on the input from these meetings, we will draft the strategic plan.

✓ Deliverables: Natividad Strategic Plan for review; meeting agenda and summary of action steps.

8. **Meeting #10 - Strategic Planning Meeting.** In this final strategic planning team meeting we will review the final 3-5-year Natividad strategic plan, confirm any final edits, and approve the plan. Finally, we will celebrate the group's work!

✓ Deliverables: Natividad Strategic Plan for final review; meeting agenda and summary of action steps.

D. Task 4. Finalize Natividad's Strategic Plan

Once the elements of the strategic plan are finalized in Strategic Planning Meeting #8, we will draft the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. We will ask Natividad team/staff to coordinate 1 round of edits. We will review the updated strategic plan in Meeting #8, make final edits if necessary, and approve the Strategic Plan. The final Strategic Plan will be compelling and visually dynamic (using visualization techniques to present information) and will include a brief introduction and description of the process, a brief overview and purpose for each of the three to five goals, key strategies for each of the goals, outcomes, timeline, and selected metrics for tracking progress over time.

✓ Deliverables: Draft and Final Natividad Medical Center Strategic Plan

E. Task 5. Develop Strategic Plan Implementation Data Dashboard

Once the strategic plan is developed and finalized, we will work closely with the Natividad Leadership team to confirm the framework (i.e., key indicators and timeline for data collection and reporting) related to implementing the Natividad Strategic Plan. We will then work closely with Natividad’s IT team to develop the data dashboard and ensure that it is dynamic and user-friendly.

- ✓ Deliverables: Implementation Dashboard Framework

III. Pricing/Fees:

Natividad Medical Center Strategic Plan		Raimi + Associates			Consultant	Labor Cost per Task
		Project Director (Dorman)	Project Manager (Kruza)	Project Assistant	Senior Advisor (Gomez)	
Tasks						
1	Project Kickoff mtg and ongoing project management	20	20	20	14	\$14,800
2	Gather and analyze stakeholder engagement data for Rapid Landscape Scan and Prepare Summary Slide Deck (a. Document review; b. conduct 12 stakeholder interviews; c. summary slide deck)	36	58	58	20	\$32,270
3	Plan and facilitate 10 Strategic Planning Team Meetings (including 2 mtgs with Integration Executive Team, 2 mtgs with Natividad Department Leadership Team, and 1 joint mtg with MCHD)	70	82	82	30	\$50,830
4	Finalize Natividad's Strategic Plan	30	30	40	10	\$20,700
5	Develop Implementation Data Dashboard	20	40	60	10	\$22,600
TOTAL DIRECT LABOR						
	Hours per Team member	176	230	260	84	
	Hourly Billing Rate	\$250	\$190	\$125	\$250	
	Labor Cost per Team Member	\$44,000	\$43,700	\$32,500	\$21,000	
					Total Labor Cost	\$141,200
INDIRECT EXPENSES						
	Travel for up to 4 meetings (federal/IRS mileage reimbursement rate)					\$500
	General Office Expenses (3% of R+A labor)					\$3,606
	Subconsultant Management (7% of subconsultant labor)					\$1,470
					Subtotal: Indirect Expenses	\$5,576
					GRAND TOTAL	\$146,776

- 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/policies-and-procedures> To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

- 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.
- 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.
- 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.