

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN RAIMI AND ASSOCIATES, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
STRATEGIC PLANNING SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on November 1, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Raimi and Associates, Inc. (“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 Agreement was executed with Raimi and Associates, Inc for Strategic Planning Services with a term November 1, 2022 through October 31, 2024 and a total Agreement amount not to exceed \$150,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-1 per Amendment No. 1” with no changes to the Agreement term (November 1, 2022 through October 31, 2024) and to add an additional \$35,110 for a revised total Agreement amount not to exceed \$185,110.

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. Section 2 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 4. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$185,110.”
2. Section 4/ Paragraph titled, “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:

Addendum No. 1 to Agreement

~~Exhibit A: Scope of Services/Payment Provisions~~

Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1.”

3. 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.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. 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.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

DocuSigned by:
By: Charles R. Harris
4E1F0C12A1E48 Charles R. Harris, CEO

Date: 11/27/2023 | 10:10 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Satta
1C68CE4599F44491 Monterey County Deputy County Counsel

Date: 11/25/2023 | 7:31 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6 Monterey County Deputy Auditor/Controller

Date: 11/27/2023 | 8:14 AM PST

CONTRACTOR

Raimi and Associates, Inc.
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: Matt Raimi
4E79944E83D64E2 (Signature of: Chair, President, or Vice-President)

Matt Raimi , CEO
Name and Title

Date: 11/16/2023 | 5:15 PM PST

DocuSigned by:
By: Kym Dorman
55D0BDFC0AD7C48D (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kym Dorman, COO
Name and Title

Date: 11/16/2023 | 6:18 PM PST

*****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: REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS
AS PER AMENDMENT NO. 1**

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide Natividad Medical Center herein as (“NMC”) with Strategic Planning Services

II. CONTRACTOR Obligations:

A) Task 1. Project Management (August 2023- September 2024)

CONTRACTOR shall hold an initial meeting with NMC’s team/staff members to review and finalize the work plan and timeline. CONTRACTOR will also establish up to 14 additional virtual ongoing project check in meetings. CONTRACTOR 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. CONTRACTOR will also set the date for the first Strategic Planning Team meeting. In addition, CONTRACTOR will prepare up to three meetings with the Board of Trustees (e.g., in August 2023, April/May 2024, July/August 2024) to provide an update on the strategic planning process.

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

B) Task 2. Conduct Rapid Environmental Scan (May 2023-November/December 2023)

CONTRACTOR propose to work closely with NMC’s team/staff members to conduct a rapid environmental scan that includes a) identifying and reviewing key documents from NMC, 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 NMC, and to provide information for the Strategic Planning Team to consider as part of their SWOT analysis.

2.A. Conduct Document Review (May-October 2023):

CONTRACTOR anticipate that the document review will include reviewing relevant documents (e.g., prior draft strategic plan, NMC 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. CONTRACTOR will identify findings and include them in strategic planning meetings as appropriate. CONTRACTOR will also include them as part of a slide deck of environmental scan key takeaways to review and discuss with NMC’s team/staff members and members of the Strategic Planning Team.

- ✓ Deliverables: Initial key takeaways

2.B. Conduct Stakeholder Interviews (October 2023).

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

2.C. Analyze Interview Data and Prepare a Slide Deck with Summary Findings (September – December 2023).

CONTRACTOR 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 (August 2023-June 2024)

1. Meeting #1 - Strategic Planning Team Meeting (September 2023). In the first strategic planning meeting, CONTRACTOR propose to be in person 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. CONTRACTOR 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). CONTRACTOR will also review key components of the prior draft strategic plan and discuss their continued relevance to NMC. Finally, CONTRACTOR 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. CONTRACTOR anticipate that this meeting will last approximately 90 minutes.

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

2. Meeting #2 - Strategic Planning Team Meeting (October 2023). In this in person meeting, CONTRACTOR 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 NMC, and 2) identifying considerations, challenges, and gaps that should be considered during the strategic planning process. As part of this meeting, CONTRACTOR will also engage the strategic planning team in an initial SWOT conversation, beginning with internal strengths and weaknesses. CONTRACTOR anticipate that this meeting will last approximately 2 ½ hours.

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

3. Meetings #3 and #4 – Integration Executive Team and NMC’s Department Leadership Team Meetings (November - December 2023). CONTRACTOR propose to meet virtually with the Integration Executive Team for up to 2 hours and in person with the NMC’s Department Leadership Team to ensure they are involved in the strategic planning process. In these two separate meetings CONTRACTOR will review the strategic planning process and timeline and gather input. During these meetings, CONTRACTOR will also provide an update on input gathered during the document review and the first Strategic Planning Team meetings, and—time

permitting—CONTRACTOR 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** (January 2024). During this in-person 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 NMC. CONTRACTOR will also begin drafting goals and strategies. CONTRACTOR anticipate that this meeting will last up to 2 ½ hours.

- ✓ Deliverables: Meeting agenda and summary of action steps; draft goals and strategies.

- 5. Meeting #6 - Strategic Planning Team Meeting** (February 2024). In this virtual meeting, members of the Monterey County Health Department Strategic Planning Team will participate in a discussion to align planning priorities. Based on the discussion in meeting #5, the group will meet to review preliminary goals, strategies and outcomes. CONTRACTOR will gather feedback on the goals, strategies, and outcomes and will discuss feasibility and anything that is missing. CONTRACTOR will also discuss criteria for prioritizing the final 3-5 goals, corresponding strategies, and outcomes and present the outline of the final strategic plan. CONTRACTOR anticipate that this meeting will last up to 2 ½ hours.

- ✓ Deliverables: Updated goals, strategies 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 NMC's Department Leadership Team Meetings** (March 2024). In these meetings, CONTRACTOR will present high level findings from the environmental scan, the draft goals and strategies developed by the Strategic Planning Team. CONTRACTOR propose a virtual meeting with the Integration Executive Team (up to 2 hours), and an in-person meeting with the NMC's Department Leadership Team (up to 2 hours) to ensure both groups have the opportunity to provide input and ask questions related to the draft goals, strategies and outcomes. CONTRACTOR will also share the outline of the strategic plan and gather input. Based on the input from these meetings, CONTRACTOR will draft the strategic plan.

- ✓ 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** (April 2024). In this in-person SPT meeting CONTRACTOR will review and engage the group in prioritizing final goals and strategies based on all input to date. CONTRACTOR will also share the outline of the strategic plan and gather input. CONTRACTOR anticipate that this meeting will last up to 3 hours.

- ✓ Deliverables: NMC's Strategic Plan for review; meeting agenda and summary of action steps.

- 8. Meeting #10 - Strategic Planning Meeting (May 2024).** In this final in-person strategic planning team meeting CONTRACTOR will review the final 3-5-year NMC strategic plan, confirm any final edits, and approve the plan. Finally, CONTRACTOR will celebrate the group's work! CONTRACTOR anticipate that this meeting will last up to 2 hours.

- ✓ Deliverables: NMC's Strategic Plan for final review; meeting agenda and summary of action steps.

D) Task 4. Finalize NMC's Strategic Plan (May - July 2024)

Once the elements of the strategic plan are finalized in Strategic Planning Meeting #8, CONTRACTOR will begin drafting the Strategic Plan and distribute it to the Strategic Planning Team for final review and edits. CONTRACTOR will ask NMC's team/staff to coordinate 1 round of edits. CONTRACTOR 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 (July - September 2024)

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

- ✓ Deliverables: Implementation Dashboard Framework

F) 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	28	28	28	18	\$20,320
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 NMC Department Leadership Team, and 1 joint mtg with MCHD)	118	118	128	50	\$80,420
4	Finalize NMC'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	232	274	314	108	
	Hourly Billing Rate	\$250	\$190	\$125	\$250	
	Labor Cost per Team Member	\$58,000	\$52,060	\$39,250	\$27,000	
Total Labor Cost						\$176,310
INDIRECT EXPENSES						
	Travel for up to 7 meetings (federal/IRS mileage reimbursement rate)					\$1,200
	General Office Expenses (3% of R+A labor)					\$4,479
	Subconsultant Management (7% of subconsultant labor)					\$1,890
Subtotal: Indirect Expenses						\$7,569
GRAND TOTAL						\$183,879

- 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.