M Natividad MEDICAL CENTER

County of Monterey Agreement for Services (Not to Exceed \$200,000)

This Agreement (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, an acute care hospital ("COUNTY"), and Executive Consulting Group, LLC dba ECG Management Consultants, a Delaware LLC 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:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows: Consulting Services

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 \$300,000.

TERM OF AGREEMENT; the term of this Agreement is from December 1, 2025 through November 30, 2026 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.

COUNTY reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Addendum No. 1 to Agreement

1. PERFORMANCE STANDARDS:

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. COUNTY (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) 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.
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The 11/14/2025 | 11:22 AM project shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee 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.
 - 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

- 3.1. 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.
- 3.2. 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 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.

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (hereinafter "COUNTY"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

5. INSURANCE:

5.1. Evidence of Coverage:

Documental Envelope II	D: 4F3119BF-DDBF-4C7E-8712-2813AE4F35CF
11/14/2025 11:22 A	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.
5.2.	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.
5.3.	<u>Insurance Coverage Requirements:</u> 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:
5.4.	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.
	(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)
	Exemption/Modification (Justification attached; subject to approval)
5.5.	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 \$500,000 per occurrence.
	(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)
	Exemption/Modification (Justification attached; subject to approval)
5.6.	Workers' Compensation Insurance, If CONTRACTOR employs other 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.
	(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

5.7. <u>Professional Liability Insurance</u>, 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

ECG Management Consultants 12/1/25 - 11/30/26

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.

6. Other Insurance Requirements:

- 6.1. 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.
- 6.2. 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.
- 6.3. 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 the 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.
- 6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five 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.
- 6.5. 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.

7. RECORDS AND CONFIDENTIALITY:

7.1. 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.

- 7.2. <u>COUNTY Records</u>. 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.
- 7.3. 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.
- 7.4. 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.

8. Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, writings, sound recordings, pictorial reproductions, 11/14/2025 | 11:22/MPST, 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.

- 9. 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.
- 10. 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.
- 11. <u>Independent Contractor</u>: 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

ECG Management Consultants 12/1/25 - 11/30/26

Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

CONTRACTOR:

12. <u>Notices:</u> Notices required under this Agreement shall be delivered personally or by first-class, postage perpaid 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 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592

Name:	ECG Management Consultants				
Attn: _					
Address	Christopher Collins s:				
115 Federal St City, State, Zip:					
FAX:	02110				
Email:	ccollins@ecgmc.com				

MISCELLANEOUS PROVISIONS:

- 13.1 <u>Conflict of Interest.</u> 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.
- 13.2 <u>Amendment</u>. This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.
- 13.3 <u>Waiver</u>. 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.
- 13.4 <u>Contractor</u>. 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.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 <u>Assignment and Subcontracting</u>. The 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.
- 13.7 <u>Successors and Assigns</u>. 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.

- 13.8 <u>Compliance with Applicable Law</u>. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 <u>Time is of the Essence</u>. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 <u>Governing Law</u>. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 <u>Non-exclusive Agreement</u>. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 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.
- 13.14 <u>Counterparts</u>. 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.
- 13.15 <u>Integration</u>. 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.
- 13.16 <u>Interpretation of Conflicting Provisions</u>. 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.

Signature Page to follow

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

By:
By: Charles R. Harris, CEO Natividad
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Date:
APPROVED AS TO LEGAL PROVISIONS
THE ROY ED AS TO DESIRE THOUSEONS
By:
By: Monterey County Deputy County Counsel
Data
Date:
APPROVED AS TO FISCAL PROVISIONS
By: Monterey County Deputy Auditor/Controller
Monterey County Deputy Auditor/Controller
D
Date:

CONTRACTOR

Executive Consulting	Group, LLC dba ECG Management Consultants, a Delaware L					
Contractor's Bu	siness Name*** (see instructions)					
Signature of Ch	air, President, or Vice-President					
Christopher Co	llins President & CEO					
Name and Title						
11/14/2025 11:22 AM PST Date:						
By: Signed by: Paul Framisky Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) Paul Kamisky CFO						
Name and Title						
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***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 EXECUTIVE CONSULTING GROUP, LLC, D/B/A ECG MANAGEMENT CONSULTANTS A DELAWARE LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR CV SERVICE LINE STRATEGY, CODING AND BILLING REVIEW SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Executive Consulting Group, LLC, d/b/a ECG Management Consultants, a Delaware LLC, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). 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, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Section 2.3, PAYMENT CONDITIONS. Section 2.3 is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice monthly, with the final invoice provided not later than 90 days after completion of the services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee 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.

II. Section 3.2, TERMINATION. Section 3.2 is hereby deleted in its entirety and replaced with the following:

COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good Cause" include the failure of CONTRACTOR to perform the require services at the time and in the manner provided under this Agreement.

III. Section 5.1, INSURANCE. Section 5.1 is hereby deleted in its entirety and replaced with the following:

<u>Evidence of Coverage</u>: Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as require herein has been obtained. Individual endorsements as required by this Agreement and executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The CONTRACTOR shall <u>not</u> 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.

IV. Section 8, ROYALTIES AND INVENTIONS. Section 8 is hereby deleted in its entirety and replaced with the following:

Work Product and Contractor Data. All deliverables and any final reports provided to COUNTY shall belong to COUNTY and shall not be provided by CONTRACTOR to any other entity. CONTRACTOR retains full ownership of its data and information, including, without limitation, playbooks, pricing information (excluding the pricing in this Agreement and in any amendments thereto) and commercial strategies, technical know-how and trade secrets, supplier information, notes, analyses, compilations, forecasts, studies, work product, data, and other materials prepared by CONTRACTOR ("Contractor Data") but not any information provided by COUNTY. CONTRACTOR grants COUNTY a fully paid up, irrevocable, perpetual, non-royalty bearing, nonexclusive, non-transferable license, which is sublicensable only to affiliates of COUNTY, to use any of the Contractor Data provided by CONTRACTOR to COUNTY as part of the Services. COUNTY acknowledges that in the course of this engagement CONTRACTOR may provide third-party data that is used under license by CONTRACTOR. No sublicense is created by the inclusion of this data in CONTRACTOR documents, and COUNTY agrees that this data is for COUNTY's use only in connection with the Services and may not be used for any other purposes or shared with third parties other than affiliate of COUNTY.

<u>Use of Contractor Data and Work Product</u>. The Services and all deliverables are intended solely for internal use by COUNTY and its affiliates and may not be used or

referred to in any offering statement, purchase or financing agreement, or other documents without approval in writing from CONTRACTOR. Depending on the proposed use, such approval may require additional work and associated expenses.

V. Section 13.17 MISCELLANEOUS PROVISIONS. Section 13.19 is hereby added:

Limitation of Liability. EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF \$100,000 OR TWO TIMES THE TOTAL FEED PAID FOR THE SERVICES UNDER THIS AGREEMENT.

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.

Natividad Medical Center	Executive Consulting Group, LLC						
	d/b/a ECG Management Consultants						
Charles R. Harris, Interim CEO	Signature of Chair, President or Vice-President						
Date	Christopher Collins President & CEO						
	Printed Name and Title 11/14/2025 11:22 AM PST						
Approved as to Legal Provisions:	Date						
Monterey County Deputy County Counsel	Signed by: Paul Zamisky B3C2F011D1B8440						
Date	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer Paul Kamisky CFO						
Approved as to Fiscal provisions:	Printed Name and Title 11/14/2025 11:25 AM PST						
Monterey County Chief-Deputy Auditor- Controller	Date Signature Leatenations						
Date	Signature Instructions 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).						

Exhibit A: Scope of Services/ Payment Provisions

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

Partner with Natividad Medical Center leadership to identify and implement workforce performance improvement initiatives to strengthen Natividad's financial position and allow the system to grow sustainably into the future.

II. CONTRACTOR Obligations:

Project Phases and Work Plan

ECG values partnering with highly performing organizations to help them reach even higher levels of performance. This type of transformation will require Natividad and ECG to conduct a thorough, creative, and conscientious process to uncover new opportunities for financial improvement.

To understand current performance and identify improvement opportunities, our team has developed an approach that will analyze and synthesize Natividad's data and performance metrics, external benchmarking data, and reviews to inform, quantify, and implement the organization's opportunity to optimize productivity, develop ideal staffing plans based on fluctuating volume, reduce premium pay costs, and minimize the use of contract labor.

To evaluate these areas, we will deploy a simple two-phase structure, opportunity identification and implementation.

Phase One: Opportunity Identification

ECG will work with the Natividad team to identify cost levers throughout the organization to improve efficiencies and decrease costs. We will begin our assessment by evaluating opportunities in the key focus areas listed above. This phase will end with the prioritization of opportunities to focus on during phase two, the implementation phase.

Detailed Work Plan

The work plan below describes the first tasks our team will undertake to help Natividad achieve its goals. We will introduce the ECG team to Natividad leaders and gather background information to understand current operations and in-flight initiatives that may impact this project. We will collaborate with Natividad leadership to review and confirm the project scope, structure, participant roles, timeline, and key milestones.

Task One: Collect and Validate Data

The ECG team will issue a comprehensive data request encompassing operational and financial data at the aggregate and patient levels for an agreed-upon baseline period. We will also request documents regarding operations throughout Natividad's continuum, so we can understand the policies, procedures, practices, and structures that exist to manage the organization. We will create a confidential shared data room, so leaders with the appropriate credentials can upload requested data and documents. As ECG receives data and documents, members of our team will work with the core project team to analyze the information provided and to validate our understanding of key data definitions and the ways in which information is measured, collected, and reported. We will reconcile all financial and operational data to current financial and key performance metrics to ensure proper data rigor and precision and baseline relevancy.

As part of this task, we will also confirm whether Natividad is using any internal productivity, operational, access, or financial targets. If so, we will determine which targets are used for each area (e.g., acute and ambulatory care) and how they are defined.

Deliverable

• Comprehensive data request

Task Two: Interview Stakeholders and Observe Operations

To place the data and our findings into a broader organizational context, our team will work with the Natividad project sponsor(s) to identify key leaders, including providers, for participation in focused group interviews. ECG's subject matter experts (SMEs) will conduct appropriate stakeholder interviews to gain an understanding of areas including but not limited to those listed below.

- Interviews and Observations: In coordination with Natividad leadership, we will schedule appropriate on-site interviews and observations, during which we will focus on areas such as these.
 - Available Resources and Organizational Infrastructure: Assessing
 management and departmental resources at the departmental and
 functional levels to determine whether leaders have the appropriate
 tools and decision-making authority to effectively manage and enhance
 their departmental efficiency
 - Operational Processes: Observing and documenting how key departmental and functional-area processes and other key pathways perform throughout Natividad, with particular emphasis on identifying where and how processes may deviate from documented policies, procedures, and/or best practices

Data Reporting for Performance Monitoring and Improvement:
 Evaluating how easily and effectively personnel across the organization
 can obtain, understand, and use data to monitor and improve
 performance and examine cultural elements, such as whether and how
 the organization uses reports to reward improvement and address
 underperformance

We prefer to meet with stakeholders in person; however, our team will conduct stakeholder meetings virtually if necessary to accommodate participant availability. Whenever possible, a key component of these efforts will be to conduct observations in key clinical, ambulatory, and administrative areas. These observations will support discrete data and information collection to inform both qualitative and quantitative analyses of Natividad practices against leading industry practices.

We anticipate the ECG team SMEs will require approximately one to two weeks on site to conduct observations, focus groups, and one-on-one Natividad stakeholder interviews. Stakeholder interviews not completed on site may be conducted virtually or in person, depending on scheduling constraints.

Deliverables

- Final list of interviews and focus group participants
- Synthesized findings from the stakeholder interviews and focus groups and onsite observations

Task Three: Perform Quantitative Assessment

In this task, our team will complete an operational metrics evaluation focused on the elements listed below.

Workforce and Productivity

ECG's approach to labor productivity includes an analytical comparison of current productivity levels against baseline standards and benchmarks, combined with related operational surveys, to incorporate into the analyses the specific operating characteristics and context of Natividad's business units. We are prepared to use ECG's single—hospital system benchmarks in combination with those of Syntellis and a proprietary framework as well as any available Natividad benchmark tools or a combination thereof.

Based on the observations, interviews, and detailed analytics conducted for each Natividad business unit at the functional level, our team can develop baseline

operating standards and expectations that factor in the distinct nuances of each operation. During this task, ECG will focus on conducting the following activities:

- Collect, validate, and test the integrity of key operational and financial information with select Natividad IT and finance leaders.
 - Collect FTEs, labor hours, and expense information by department/cost center. o Collect volume information by department/cost center.
 - Complete a detailed mapping exercise (linking Natividad departments/cost centers to comparison group departments/cost centers) to ensure comparisons are appropriate at the functional "roll-up" or departmental level. Specifically, we will:
 - Create consistent functional roll-ups that combine like departments/cost centers (where appropriate) to create analytic consistency and comparability.
 - Reallocate work hours between departments/cost centers (when appropriate). Perform other adjustments as identified by ECG.
 - Validate all information (specifically volumes and labor hours) with Natividad IT and finance (as needed).
 - Complete the analysis of FTEs (head count), labor hours (paid and worked), and volumes against productivity benchmarks and standards.
 - Utilize Syntellis and other ECG and/or external benchmarks for preliminary standards and as a starting point or baseline for functional or departmental reviews. All comparisons will be completed at the roll-up, functional, or departmental level (as appropriate).
 - Complete our comparison by calculating earned FTEs (based on benchmark units of service and department volumes) and comparing them against actual worked FTEs. o Validate volumes, work hours, FTEs, and other data issues (as necessary).
 - Gather baseline operating information and context related to structure, processes, system environment, etc.
 - Complete Natividad's historical internal trend analysis, for labor productivity, using the previous three to five years of actual data.
 - Identify historical trend for labor productivity performance that Natividad had achieved during prior years.
 - Identify best practice performance for labor productivity that each department achieved during prior years.
 - Calculate potential opportunities if Natividad could meet prior years' best performance for labor productivity for each department.

• Assess premium pay (overtime, double-time, etc.) utilization for the prior 12 months by department.

o Calculate potential opportunities to reduce premium pay utilization, by department, if utilization can be reduced to best practice target utilization: 5%, 4%, 3%, or better.

Assess purchased services and agency labor.

o Evaluate all major workforce-related purchased services, professional services agreements, third-party contracts, and agency agreements to determine the financial improvement opportunity.

 Evaluate the terms of the agreements, rates against what is expected in the market, service levels, and other KPIs that may drive production levels and other incentives.

o Determine Natividad's capability to insource skill sets currently provided by third parties.

Task Four: Develop and Validate the Opportunity List

As each task is completed, we will begin to compile a working list of initiatives accompanied by an expected return, necessary investment, level of effort, and anticipated time to recognition. Our team will partner with Natividad SMEs to validate our key assumptions. Upon final validation of this catalog, ECG will convene Natividad project sponsors to begin prioritizing these initiatives for implementation and presenting a framework for communication and change management.

Task Five: Prioritize Findings and Provide Recommendations

During a meeting with the project sponsors, we will facilitate a discussion of ECG's findings and recommendations from the tasks we have accomplished. We will obtain feedback from Natividad, prioritizing opportunities that most benefit the organization on both a short- and long-term basis. Our SMEs will share qualitative findings from stakeholder interviews, on-site observations, and our detailed quantitative analyses. Findings will include department- and organization-specific financial improvement and revenue optimization opportunities.

Phase Two: Implementation

Under a new scope of work (SOW) executed upon the completion of phase one, ECG will partner with Natividad to deploy an interim transformation structure as well as the resource augmentation needed to help implement the prioritized initiatives identified during the first

phase. The goal of phase two will be to augment and accelerate the Natividad team's ability to implement and recognize the benefits associated with these initiatives.

Achieving Key Stakeholder Buy-In

A critical component of ensuring a successful performance improvement initiative is engaging the organization's key stakeholders—the physicians, senior leadership team, directors, and managers. ECG experience has shown us that the following activities are critical in facilitating stakeholder buy-in:

- Developing a clear, consistent communications plan and rolling it out to the entire organization with regular updates on progress to date
- Holding regular one-on-one meetings with key stakeholders and senior leadership team members to engage and understand their concerns and capture their ideas for improving performance
- Using an objective, data-driven approach to identify opportunities
- Making it clear that Natividad is the owner of the work and is the decision-maker on what's approved for implementation

Timing

ECG is prepared to start this engagement within one week of receipt of this signed agreement. We estimate that this assessment will take approximately ten weeks to complete. Achieving this goal will depend on Natividad's ability to timely provide key data and schedule key stakeholders for interviews and focus groups. This timeline provides a high-level overview of key project milestones and dates for the Phase I assessment.

Phase 1 Assessment Timeline

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
Project Planning and Data Request										
Data Analysis, Interviews, and On-Site Observations										
Development and Review of Initial Findings										
Refinement and Presentation of Recommendations										
Implementation Kickoff										
Leadership Check-In Meeting			V			V			V	

The timeline for the implementation phase will be determined once Phase I is completed and the final scope of initiatives to be implemented is determined.

III. County Obligations:

- County agrees to the delivery of necessary data for ECG to conduct analyses and outputs for the project.
- County agrees to make availability of staff, executives, and providers to participate in interviews, steering committee meetings, or other necessary meetings.

IV. Pricing/Fees:

Phase One: Opportunity Identification

For the first phase, we will charge for our services using a fixed fee plus project-related expenses incurred. The goal of this phase is to (1) identify opportunities in areas within the engagement scope and determine the steps needed to achieve them and (2) set a performance target for phase two— implementation. Based on the current identified SOW, professional fees will be \$210,000.

Phase Two: Implementation

Upon completion of the first phase of work, ECG will provide a follow-on SOW for the implementation phase, and an estimated fee range based on the scope that is agreed upon for implementation, including an at-risk fee arrangement which will be executed via amendment.

Project-Related Fees and Expenses

Project-related expenses are billed in addition to professional fees. These expenses include (1) direct out-of-pocket expenses such as travel, meals, and lodging and (2) a charge of 5% of professional fees for all other expenses, including document production and indirect administrative expenses such as technology, research and benchmarking databases, and communications. Project-related expenses are expected to be 15% to 20% of professional fees. ECG will adhere to the Monterey County Travel Policy throughout the engagement.

ECG's standard hourly rates are based on the level of individual consultant, as indicated below:

Partner - \$840

- o Principal \$630
- o Associate Principal \$610
- Senior Manager \$590
- o Manager \$475
- Senior Consultant \$390
- o Consultant \$340
- ECG warrants that the cost charged for services under the terms of this contract are not more than those charged by any other client for the same services in size and scope performed by the same individuals.
- The County may withhold payment for disputed invoiced amounts until such dispute is resolved by the parties.
- In the event the County reasonably believes the services provided by ECG do not meet the standards set forth in this Agreement, ECG shall reperform the services at no additional charge.
- County may, in its sole discretion, terminate the Agreement upon providing 10 days' advance written notice to ECG.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.