  
**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 (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center (hereinafter "NMC"), a general acute care teaching hospital wholly owned and operated by the County, and **Juniper Advisory LLC** (hereinafter "CONTRACTOR").

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: **financial advisory 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 **\$870,000.**
3. **TERM OF AGREEMENT.**

3.1. The term of this Agreement is from \_\_\_\_\_ through \_\_\_\_\_ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

 Contract  
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NMC

3.2. NMC 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.

 Contract  
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NMC

4. **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

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 (NMC) and the CONTRACTOR.~~

 Contract  
NMC

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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

 Contract  
NMC

~~7.1. During the term of this Agreement, NMC 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. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

 Contract  
NMC

7.3 ~~NMC'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 NMC's purchase of the indicated quantity of services, then NMC 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.~~ 28 Contract  
NMC

## 8. INDEMNIFICATION. 28 Contract NMC

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 NMC's Contracts/Purchasing 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 NMC 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 NMC's Contracts/Purchasing Director.

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.

 JEB Contractor  
NMC

- 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.

- 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.

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

#### 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 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 the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the 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 NMC's Contracts/Purchasing 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.~~

JEB Contractor  
\_\_\_\_ NMC

~~10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.~~

JEB Contractor  
\_\_\_\_ NMC

~~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~~

JEB Contractor  
\_\_\_\_ NMC

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. NMC 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 of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, 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.~~

28 Contractor  
\_\_\_\_ NMC

~~10.5 Royalties and Inventions. NMC shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, 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 NMC.~~

28 Contractor  
\_\_\_\_ NMC

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, NMC 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 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 NMC 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: Juniper Advisory LLC  
Attn: James E Burgdorfer  
Address: 191 North Wacker Drive #900  
City, State, Zip: Chicago, IL 60606  
FAX: 312.506.3045  
Email: jburdorfer@juniperadvisory.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: 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.

15.7 ~~Successors and Assigns~~: ~~This Agreement and the rights, privileges, duties, and obligations of NMC 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.~~

  
Contract  
NMC

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 NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.~~

  
Contract  
NMC

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.~~

  
Contract  
NMC



**COUNTY OF MONTEREY, NATIVIDAD  
MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_ 7/10/2020

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: \_\_\_\_\_ 7/15/2020

**CONTRACTOR**

Juniper Advisory LLC  
Contractor's Business Name\*\*\* (see instructions)

James E Burgdorfer  
Signature of Chair, President, or Vice-President

James E Burgdorfer, Principal  
Name and Title

Date: Jan 24, 2020

By: Edward G. Davis, Jr.  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer  
or Asst. Treasurer)

EDWARD G. DAVIS, JR., CFO  
Name and Title

Date: 6/25/2020

**\*\*\*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**

### **TO AGREEMENT BY AND BETWEEN JUNIPER ADVISORY LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR FINANCIAL ADVISORY SERVICES**

This Addendum amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter “Agreement”) by and between JUNIPER ADVISORY LLC, (hereinafter “CONTRACTOR”) and the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center. This Addendum 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 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 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:

**1. Section 3, TERM OF AGREEMENT, shall be deleted and replaced in its entirety as follows:**

“This Agreement shall be in effect from the date signed by all parties until the earlier of: (a) termination of this Agreement by the County pursuant to Section 7; or (b) the date the Transaction is completed; or (c) December 31, 2021, unless extended by mutual agreement of the parties. 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.”

**2. Subsection 6.2 shall be deleted in its entirety.**

**3. Section 7, TERMINATION, shall be deleted and replaced in its entirety as follows:**

“7.1 County may terminate this Agreement, or an extension of this Agreement, at any time and without cause, by giving notice pursuant to Section 14. 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.

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.

7.4 If the Agreement terminates for any reason, or when the Agreement expires, Juniper shall cooperate with the County and any other consultant to ensure the prompt and smooth transition of services regarding any matter without interruption and adverse impact to the County.

7.5 Within 10 days of the termination or expiration of the Agreement, Juniper shall return or destroy all materials to the County that the County provided to Juniper including-but not limited to-invoices, e-mails, documents, data, studies, maps, photographs, reports, animations, experiments, videos, testing data, research, records, notebooks, or other writings regarding the matter for which the County retained."

**4. Section 8, INDEMNIFICATION, shall be deleted and replaced in its entirety as follows:**

The County hereby agrees to defend, indemnify, and hold harmless Juniper Advisory LLC, ("Juniper" or "Contractor") any persons or entities which Control, are Controlled by or are under common Control with Juniper ("Control" is defined as the possession, either directly or indirectly, of the power or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise), and their respective owners, directors, officers, and employees (individually, an "Indemnified Party," and collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities, reasonable costs (including, without limitation, reasonable settlement costs) and reasonable expenses (including, without limitation, fees and disbursements of counsel and expert witnesses) which such Indemnified Party may incur or become subject to as a result of a third-party claim for: (i) a violation by the County of applicable laws (including, without limitation, federal and state securities laws); (ii) the performance by Juniper of its obligations under this Agreement; (iii) a breach by the County of this Agreement; (iv) any untrue statement or alleged untrue statement of a material fact contained in any descriptive information (whether prepared by Juniper or not) or in any other written or oral information provided to or by an

Indemnified Party; and/or (v) any omission or alleged omission of a fact in any descriptive information (whether prepared by Juniper or not) or in any other written or oral information provided to or by an indemnified Party, necessary to make the statements therein, in light of the circumstances under which they were made, true, not misleading and complete. Notwithstanding the foregoing, this indemnity shall not apply to any loss, claim, damage, liability or expense (a) caused by the sole negligence or willful misconduct of Juniper, or (b) for which Juniper is required to indemnify County as noted below. Juniper shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of or related to bodily injury or death of any person or damage to real and/or tangible personal property in connection with performance of this Agreement by Juniper and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. The Juniper shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Juniper contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

**5. Section 10, RECORDS AND CONFIDENTIALITY, shall be deleted and replaced in its entirety as follows:**

10.1 Confidentiality. “Confidential Information,” as used in this Agreement, means information disclosed by a party hereto (a “Disclosing Party”) of a proprietary or confidential nature, including, but not limited to, information relating to compliance with laws, records and reports prepared, created or developed by the Disclosing Parties’ professionals and consultants (including attorneys, accountants and financial advisors), proprietary methodologies, business plans, current and prospective products and services, processes, proprietary software applications, software and NMC architecture, databases, data compilations, reports, financial statements, fee structure and lists, client lists, formulae, processes, and other intellectual property created by or on behalf of the Disclosing Party in the course of the operation and conduct of its businesses, including this engagement. “Confidential Information” shall not include information which (i) is now or hereinafter in the public domain through no fault of the recipient of such information (the “Receiving Party”); (ii) prior to disclosure hereunder, is properly within the rightful possession of the Receiving Party; (iii) prior to or subsequent to disclosure hereunder, is lawfully received by the Receiving Party from a third party not known by the Receiving Party to be subject to a restriction on further disclosure; and (iv) is subject to disclosure pursuant to the California Public Records Act.

10.2 Information. County will furnish CONTRACTOR all information and data in the County’s possession or which County can acquire without additional expense, that CONTRACTOR reasonably deems appropriate in connection with this engagement and a potential Transaction. County represents, warrants and covenants that, to its knowledge, all information prepared by or on its behalf which it has furnished or which it will furnish

to CONTRACTOR or a Partner does not and will not contain an untrue statement of any material fact and does not and will not omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were or will be made, true, not misleading and complete.

10.3 County Data. "County Data" means data and information that the County provides to Juniper. All County Data is the property of the County, and Juniper will not have any ownership interest in County Data. Other than performing obligations under this Agreement, Juniper will not use or disclose County Data without prior written permission from the County. Juniper is responsible for ensuring the security and confidentiality of County Data; protecting against any anticipated threats or hazards to the security or integrity of County Data; protecting against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to the County; and ensuring the proper disposal of County Data upon termination of this Agreement. Juniper will take appropriate action to address any unauthorized access to County Data, including notifying County as soon as possible of any unauthorized access and resolving the cause of the unauthorized access. If Juniper discloses confidential and/or legally protected County Data to unauthorized persons or entities, Juniper will comply with all applicable federal and state laws and regulations, including California Civil Code sections 1798.29 and 1798.82, at Juniper's sole expense (if applicable). Juniper will not charge the County for any expenses associated with Juniper's compliance with the obligations set forth in this section.

10.4 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.

10.5 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.

10.6 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.

10.7 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 original computer programs, 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.

10.8 Publicity. County acknowledges that upon consummation of a Transaction, CONTRACTOR may arrange, at its own expense, publication of announcements or other appropriate advertisements identifying CONTRACTOR's connection therewith, subject only to prior approval of County, which shall not be unreasonably withheld."

6. **Subsection 15.7, Successors and Assigns, shall be deleted and replaced in its entirety as follows:**

"15.7. Successors and Assigns: The services performed by Juniper are personal in character. Juniper cannot assign, subcontract, or delegate any duties without the County's written consent. Any assignment, delegation, or subcontract by Juniper violating these restrictions is not enforceable against the County and confers no rights on any third party."

7. **Subsection 15.12, No-exclusive Agreement, shall be deleted in its entirety.**

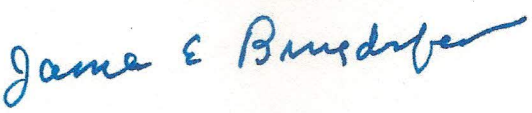

8. **Subsection 15.16, Interpretation of Conflicting Provisions, shall be deleted in its entirety.**

9. **New Subsection 15.17, Debarment, shall be added to Section 15, MISCELLANEOUS PROVISIONS, as follows:**

"15.17 Debarment: Juniper guarantees that it, and its employees, contractors, subcontractors, and agents are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal, or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration."

*(signature page to follow)*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum on the basis set forth in this document and have executed this Addendum the day and year set forth herein.

<u>County of Monterey, on behalf of</u> <u>Natividad Medical Center</u>	<u>Juniper Advisory LLC</u>
_____ Gary R. Gray, DO, CEO	 _____ Signature of Chair, President or Vice-President
_____ Date	<u>James E Burgdorfer,</u> Printed Name and Title <u>Principal</u>
<u>Approved as to Legal Provisions:</u>  _____ Monterey County Deputy County Counsel <u>7/10/2020</u>	_____ Date <u>June 24, 2020</u>
_____ Date	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer <u>Edward G. Davis, Jr.</u> _____ Printed Name and Title
<u>Approved as to Fiscal provisions:</u> _____ Monterey County Chief-Deputy Auditor- Controller	<u>EDWARD G. DAVIS, JR. CFO</u> _____ Date <u>6/25/2020</u>
_____ Date	<u>Signature Instructions</u> 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, Compensation, and Billing

#### 1. **Nature of Services**

CONTRACTOR shall provide exclusive financial advisory, investment banking, and strategic consulting services relating to identifying and securing opportunities for the County of Monterey that would result in a Transaction between the County and a Partner (the "Transaction").

For purposes of this Agreement, Transaction is defined as a business undertaking or series of undertakings between County and one or more Partners, other than in the ordinary course of business. A "Transaction," as defined herein, may include, without limitation, the acquisition or lease of assets, the acquisition or transfer of membership interests, the acquisition of voting securities or beneficial ownership of voting securities, a merger or consolidation, a member-substitution, a tender or exchange offer, a leveraged buy-out, an affiliation, clinical partnership, a management relationship documented in a written agreement, an assumption, a recapitalization, a restructuring or liquidation, or the creation of a joint venture, strategic partnership, joint operating company or other similar entity or relationship. Juniper shall only perform services at the behest and direction of the County Counsel.

"Partners" means one or more non-profit hospital systems, for-profit hospital companies, physicians, physician practices, surgery center companies, other health care companies, and/or other third parties which may be interested in discussing and/or consummating one or more potential Transaction(s).

#### 2. **Compensation and Billing.**

- a. The County agrees to pay, and Juniper agrees to accept, a) payment for the services in the Agreed Amount (defined in subsection 2(b) below). Juniper represents and warrants that it normally bills these sums for Juniper's services.
- b. Total compensation and expenses under this Agreement shall not exceed \$870,000 ("Agreed Amount"), at the following specific time-points and for the following specific deliverables:
  - 1) **Initial and Monthly Fees.** An Initial Fee of \$45,000 due at the signing of this Agreement. Thereafter, a Monthly Fee of \$18,000 per calendar month, not to exceed \$216,000 in total amount without the prior written consent of NMC. The Initial Fee and paid Monthly Fee shall be nonrefundable and shall not be credited against any Transaction Fees, as described below. During the term of this Agreement, County may terminate the Monthly Fee at any time and without cause, by giving notice pursuant to Section 14. In the event of such termination, the amount payable for Monthly Fees shall be reduced in proportion to the services provided prior to the date of termination.



- 2) Juniper will provide all advice and consultation services required by the County that results in the delivery of a fully executed Letter of Intent to the Partners, or similarly functioning document, regarding a Transaction. For the services provided under this subsection 2(b)(2), the County shall pay Juniper a Deliverable Fee of \$135,000.
- 3) Juniper will provide all advice and consultation services required by the County that results in the delivery of a fully executed Definitive Agreement to the Partners, or similarly functioning document, regarding a Transaction. For the services provided under this subsection 2(b)(3), the County shall pay Juniper a Deliverable Fee of \$180,000 plus, if not previously paid, the fee provided for in subsection 2(b)(2).
- 4) Juniper will provide all advice and consultation services required by the County that results in the delivery of Transaction Closing Document(s) to the Partners. For the services provided under this subsection 2(b)(4), the County shall pay Juniper a Deliverable Fee of \$270,000.
- 5) The County will also reimburse actual, reasonable, and necessary out-of-pocket expenses incurred by Juniper for travel in connection with the Transaction, if accompanied by detailed receipts. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. Travel expenses shall be reimbursed pursuant to the County's Travel Policy, which is incorporated in this Agreement by reference. Such expenses shall not exceed \$24,000 in total, for the duration of this Agreement, without the prior written consent of the County. The County shall not be responsible for any services, expenses, or costs exceeding the Agreed Amount.

**3. Tail Provision.**

- a. To address the requirements of California law as it applies to public entities, if the County terminates this Agreement pursuant to Section 7.1 of the Agreement or this Agreement otherwise expires pursuant to Section 3 of the Agreement, and the County subsequently enters into a Transaction with the Partners within twelve (12) months after the termination or expiration of this Agreement, the County shall pay Juniper the Fees set forth in section 2(b)(1) through 2(b)(5) of this Exhibit A.
- b. The County shall not be liable for any other services performed or any expenses incurred by Juniper after the termination or expiration of this Agreement.
- c. This section 3 of this Exhibit A shall not apply if the County terminates the Agreement pursuant to Section 7.2 or Section 7.3 of this Agreement.