

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made on February 1, 2023 (the “Effective Date”) by and between Tulare Local Health Care District, a Healthcare District formed under the California Health and Safety Code (“District”), and Teresa Jacques, an individual (“Consultant”), each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, District is a public agency organized under the provisions of Division 23 of the California Health and Safety Code and tasked with providing safe efficient, technologically advanced healthcare with respect for the diversity of the population residing in the southwestern portion of Tulare County, California;

WHEREAS, Consultant provides bookkeeping, audit support and accounting services to hospitals and other healthcare organizations, on an independent contractor basis;

WHEREAS, Consultant has previously provided such services to District as an employee of Wipfli by and through a contract between District and Wipfli;

WHEREAS, District and Consultant desire to enter into an agreement in which Consultant will provide consulting, administrative, and financial services to District;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the Parties agree as follows:

1. Description of Services/Professional Standards.

1.1 Nominal Services. As required by District, on a non-exclusive basis, Consultant agrees to devote her professional time, skill and attention to the provision of such services as set forth in **Schedule A** to this Agreement and as may be mutually agreed upon and/or modified and expanded from time to time during the term of this Agreement (collectively, the “Nominal Services”). To the extent necessary, the nature and scope of the Nominal Services to be performed by Consultant will be documented in memoranda of understanding and/or engagement letters which shall set forth the parameters of work to be performed by Consultant.

1.2 Special Services. Separate and apart from the Nominal Services, Consultant shall provide any additional services not otherwise set forth on **Schedule A** (each, a “Special Service”, and together with the Nominal Services, the “Services”), whether on a discrete or continuing basis, on such terms and conditions as mutually agreed upon by the Parties hereto.

1.3 Professional Standards. In the provision of the Services, Consultant shall at all times comply with all of the terms and provisions of any and all legal and ethical standards relating to the provision thereof, and all policies, protocols, rules and regulations applicable thereto, and shall

further devote a sufficient amount of time annually as necessary to maintain and improve her professional skills.

1.4 No Commitment; Non-Exclusivity. Consultant hereby acknowledges and agrees that: (a) this Agreement does not confer any exclusive rights upon Consultant; (b) District may procure services in a form similar to the Services from any third party without giving notice to or obtaining the consent of Consultant; and (c) except as otherwise stated herein, nothing in this Agreement constitutes a guarantee by District of any minimum amount of payments, income, revenue or other economic benefit in any form whatsoever.

2. Compensation.

2.1 Amount of Remuneration. District agrees to remunerate Consultant for the Services in accordance with the fee schedule set forth in **Schedule B** to this Agreement, attached hereto and incorporated herein by reference. Nothing in this Agreement shall be read or interpreted as a guarantee of compensation to Consultant for any specific period of time, or in any specific amount.

2.2 Submission of Invoices. On at least a monthly basis, and in any event not later than the 10th day of each month following the month to which an invoice applies, Consultant shall submit a true and correct invoice to District will shall include descriptions of any work performed by Consultant, an itemized accounting of the amount of time utilized to perform said work, and detail sufficient for District's evaluation of the time so utilized in comparison with the Services requested. Consultant's failure to provide any of the above detail may result in delay of invoice processing, or, at District's sole determination, may result in non-payment.

2.3 Payment. Subject to Consultant's compliance with the terms and conditions of this Agreement, each correct invoice timely delivered by Consultant to District will be payable thirty (30) days following the date of District's receipt of such invoice. In no event shall submission by Consultant of an incorrect or incomplete invoice trigger District's payment obligation. District's payment of an invoice will not constitute a waiver of any of District's rights at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which District hereby expressly reserves.

2.4 Reimbursable Expenses and Costs. District shall pay for all District-approved direct out-of-pocket expenses reasonably incurred by Consultant in the provision of the Services under this Agreement. Direct out-of-pocket expenses may include, but are not limited to, transportation, lodging, meals, report production, copies, and overnight delivery, if required by a particular Service. Mileage rates shall be set in accordance with the IRS GSA standards, and meal per diems shall be set in accordance with current GSA rates. Hotel accommodations will be made and reimbursable for Hilton's Hampton Inn Hotels or at a comparable hotel acceptable to Consultant. Consultant will not charge per diem rates for the breakfast meal if such meal is made available within the hotel rate. District shall also reimburse Consultant for reasonable copy, postage and other direct costs incurred by Consultant in the performance of the Services under this Agreement. District agrees to reimburse Consultant within twenty (20) calendar days of receipt of approved/authorized business expenses as set forth in this Section 2.5.

3. Term and Termination.

3.1 Term. This Agreement shall commence on the Effective Date and expire on the one (1) year anniversary of the Effective Date (the “Initial Term”); *provided that*, this Agreement shall automatically renew for consecutive one (1) year periods thereafter (each being an “Extension”, and together with the Initial Term, the “Term”) unless either District or Consultant provides written notice of an intent not to renew at least thirty (30) days prior the end of the Initial Term or any Extension, as the case may be.

3.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party. If this Agreement is terminated for any reason prior to the completion of all the Services described in Schedule A, or any Special Service agreed upon by the Parties, District shall only be responsible to pay, in accordance with Schedule B, for Consultant’s services performed up to the date of termination which remain unpaid or, with respect to any Special Service, as agreed to by the Parties.

3.3 Termination for Cause.

3.3.1 Immediate Termination. The Term shall terminate automatically and without the necessity for notice or other action on the part of District, subject to any administrative or civil hearings or other appeals that Consultant may pursue as required by law, as of the date upon which any of the following events occur: (a) Consultant’s death; (b) Consultant’s license as required to provide the Services is suspended and not re-instated within thirty (30) days, or is revoked or withdrawn, regardless of reason; (c) Consultant’s unauthorized attempted assignment or other unauthorized delegation of any of Consultant’s rights or obligations under this Agreement; (d) the bankruptcy, insolvency or receivership of District; or (e) Consultant’s breach of any representation, warranty, duty or covenant set forth in this Agreement.

3.3.2 Upon Fifteen Days’ Notice. Notwithstanding any other provision of this Agreement, if either Party fails to perform or commits a material breach of any provision in this Agreement, and fails to cure such material breach within fifteen (15) days following delivery to such Party of a written notice of the alleged material breach, then the other Party thereafter may immediately terminate this Agreement upon written notice to the breaching Party in accordance with Section 7.1 of this Agreement.

3.4 Effect of Termination. Upon expiration or earlier termination of this Agreement for any reason, Consultant shall:

3.4.1 Be entitled only to any accrued and/or otherwise earned but unpaid amounts required by this Agreement or by law.

3.4.2 Surrender all proprietary materials contained in any format which are owned by District and are in the possession of Consultant including, but not limited to, manuals, books, records, financial data, computerized records, and other materials to Consultant’s

provision of the Services hereunder. Consultant further covenants and agrees, in accordance with Section 9 below, not to disclose such information to any person or entity or to use such information for any purpose other than in connection with the performance of the Services.

4. Relationship of Parties.

4.1 Independent Contractor. It is the express intention of the Parties that Consultant is an independent contractor and not an employee, servant, joint venturer or partner of District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Consultant. Consultant enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Consultant, unless otherwise agreed to in writing by District. Under no circumstances shall Consultant look to District as her employer, or as a partner, agent or principal.

4.2 Consultant's Employees/Agents. Under no circumstances shall employees or agents of Consultant, if any, be deemed employees or agents of District, nor shall District be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Consultant. Without limiting any other indemnification right set forth in this Agreement, Consultant hereby agrees to defend, indemnify and hold District, including its directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties"), harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Indemnified Parties arising out of Consultant's failure to pay any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Consultant.

4.3 No Authority. Without written authorization by District, Consultant may not make any representation, promise or agreement on behalf of District, or otherwise bind or commit District to any agreement, contract or financial obligation.

4.4 Method of Performing Services. Consultant shall determine the manner and means of performing the Services subject to state and federal laws with which Consultant and District are obligated to comply. District does not have the right to control the manner and means in which Consultant or Consultant's employees, subcontractors or agents provide the Services or control how desired results are achieved.

4.5 No Employee Benefits. Consultant shall not be entitled to any benefits accorded to District's employees, including without limitation worker's compensation, disability insurance, medical, dental, vision, profit sharing, pension, stock, paid vacation, paid sick pays, paid holidays or other paid time off. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for providing the Services.

4.6 Hours and Location of Work. Consultant will set her own hours. District does not require Consultant to work any minimum number of hours or during specified times. Unless otherwise requested by District, Consultant may, as desirable to Consultant, provide the Services from any location, in her sole discretion.

4.7 Business-Related Expenses. Unless otherwise stated in this Agreement, Consultant shall pay all business-related expenses incurred by Consultant in the provision of the Services. Such expenses include but are not limited to, mobile phone, insurance, advertising, computer equipment, business cards, and licensure, as may be necessary to provide the Services.

4.8 Taxes. Consultant is responsible for paying when due all taxes, including estimated taxes, incurred as a result of the compensation paid by District to Consultant. District shall report all compensation paid to Consultant on a Form 1099. Without limiting any other indemnification right set forth in this Agreement, Consultant hereby agrees to defend, indemnify and hold District and the Indemnified Parties, harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Indemnified Parties arising out of Consultant's failure with respect to his or her obligations as set forth in this Section 4.8.

4.9 Licensure. Consultant shall, at her expense, obtain and maintain all individual licenses as may be necessary to provide the Services.

4.10 Engaging In Other Activity. Notwithstanding any provision of this Agreement, Consultant may perform services similar in form to the Services for, or be contracted by such additional clients, persons, companies or industries as Consultant, in Consultant's sole discretion, sees fit. Consultant is not restricted in any way from providing work similar in form to the Services for any other person or entity during the Term or at any time after the relationship between Consultant and District ends, except to the extent prohibited by state or federal law. Consultant represents and warrants to District that she is not under any obligation to any other party that is inconsistent with, or in conflict with, this Agreement, or which would prevent, limit or impair her performance of her obligations hereunder, including, without limitation, the provision of Services for the benefit of District. Consultant covenants and agrees that if she is under any prior or concurrent agreement for services or other agreement that in any way conflicts with this Agreement, Consultant shall indemnify and hold District and the Indemnified Parties harmless from all liability from loss, damage or injury to persons or property resulting from the breach thereof.

4.11 Advertising by Consultant. Consultant shall have the right to advertise, or not advertise, in Consultant's sole discretion and expense. If Consultant chooses to advertise its association with District, any advertisement must be reviewed and approved by District, in its sole discretion, prior to such advertisement's publication or dissemination.

4.12 No Subcontracting. Consultant may not transfer or assign any of Consultant's rights and/or obligations under this Agreement, in whole or in part, nor may Consultant subcontract to any third party any part or all of the performance of the Services hereunder, without District's prior written consent. Notwithstanding to foregoing, Consultant is responsible and liable for any subcontractor's acts or omissions (including, without limitation, the performance of Services hereunder and compliance with the terms and conditions of this Agreement on the same basis as if such act or omission had been the act or omission of Consultant.

5. Consultant's Representations and Warranties. Consultant represents and warrants, and hereby acknowledges District's reliance on such representations and warranties, that as of the Effective Date and for the Term of this Agreement:

5.1 Any license held by Consultant, as may be necessary or required for Consultant to provide the Services, is in good standing and is not subject to restriction, modification, suspension or revocation; and

5.2 Consultant is not subject to any noncompetition, nondisclosure or other agreement with any third party that in any way restricts Consultant's ability to provide the Services or otherwise perform under this Agreement, including, without limitation, Consultant's ability to enter into this Agreement or perform the Services for the benefit of District.

6. Consultant's Affirmative Covenants. In the performance of Consultant's duties set forth in this Agreement and in the provision of the Services, Consultant covenants and agrees that Consultant:

6.1 Shall adhere to the highest fiduciary standards, ethical practices and the standards of care and competence;

6.2 Shall at all times during the term of this Agreement comply with any and all statutes, laws, rules, regulations and ordinances of all governmental authorities, including federal, state and local authorities applicable to the Services;

6.3 Is not now subject to, and at all times during the term of this Agreement shall refrain from doing any act which will render Consultant subject to, any disciplinary order, sanction or decree of any federal or state governmental agency having jurisdiction of Consultant's provision of Services; and

6.4 Shall notify District within three (3) days after any of the following: (i) any modification, restriction, suspension, or revocation of any license which may affect Consultant's ability to perform the Services; (ii) the imposition of any sanctions against Consultant related to the provision of Services or the like; (iii) any other professional disciplinary action or criminal or professional liability action of any kind against Consultant which is either threatened, initiated, in progress, or completed as of the Effective Date of this Agreement and at all times during the Term; (iv) the conviction of Consultant of a felony or of any other crime involving moral turpitude or immoral conduct; (v) Consultant's incapacity or disability or any condition affecting Consultant which renders Consultant unable to provide the Services as required under this Agreement; or (vi) in the event any representation, warranty, duty or covenant set forth in this Agreement is discovered to be untrue or inaccurate in any material respect.

7. Arbitration. To the extent allowable by law, all claims or controversies concerning this Agreement, or arising in any way out of the performance of this Agreement, shall first be resolved by the Parties in good faith within thirty (30) days through nonbinding mediation. All statements made by the Parties during such mediation are subject to Evidence Code Sections 1152 and 1152.5. Those claims or controversies not settled through mediation shall be subject to

binding arbitration by a single arbitrator either mutually agreed to by the Parties or appointed by the nearest chapter of the Commercial Panel of the American Arbitration Association (“CPAAA”) if the Parties cannot mutually agree upon an arbitrator within ten (10) days following such thirty (30) day period of nonbinding mediation. The arbitration proceeding shall be conducted in accordance with the then current rules of the CPAAA and at a location in or around Fresno as determined by the arbitrator. The prevailing Party in any such proceedings or in any legal proceedings concerning the arbitration of this Agreement, as determined by the arbitrator, shall be awarded reasonable attorney’s fees and costs from the opposing Party.

8. Insurance and Indemnification

8.1 Indemnification. Each Party shall indemnify and hold the other harmless from any and all claims, losses, damages, costs, and expenses (including reasonable attorney’s fees), arising out of the indemnifying party’s (the “Indemnitor”) gross negligence or willful misconduct, provided: (a) such claim arises solely out of a breach of the warranties and/or obligations of the Indemnitor under this Agreement; (b) the indemnified party (the “Indemnitee”) gives the Indemnitor reasonably prompt written notice of any such claims, losses, damages, costs or expenses; (c) such indemnity is applicable only in the event of a final decision by a court of competent jurisdiction, after any right of appeal has been fully exercised or expired, or in the event of a settlement to which both Parties agree; and (d) that the amount due to the Indemnitee under this provision for reasonable attorney’s fees and costs begins to accrue from the date that the Indemnitee notifies the Indemnitor of the existence of such claim.

8.2 Insurance. As necessary and appropriate for the provisions of the Services, Consultant shall procure and maintain professional liability insurance through a policy of self-insurance or through third parties covering Consultant for the Services provided under this Agreement on behalf of District. Such insurance shall have liability limits in amounts deemed to be reasonable by District, in its sole discretion. Upon the expiration or earlier termination of this Agreement, Consultant, at her discretion and if desired, shall be responsible for acquiring, at her sole expense, any continuation coverage whether such coverage is in the form of a “tail” or “nose” policy.

9. Confidentiality.

9.1 Confidentiality Obligations. Consultant covenants and agrees to hold in strictest confidence and not to use except for the benefit of District to the extent necessary to perform obligations to District under this Agreement, and not to disclose to any person, firm, corporation or other entity, without written authorization from District in each instance, any Confidential Information (as defined below) that Consultant may obtain, access or create during the term of the Agreement, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant or of others who were under confidentiality obligations as to the item or items involved.

9.2 Definition. “Confidential Information” means information and physical material not generally known or available outside District and information and physical material entrusted to District in confidence by third Parties. As used herein, the phrase “Confidential

Information” shall include the terms and conditions of this Agreement and any and all financial, technical and non-technical, business and other data or information disclosed, delivered or otherwise made available, directly or indirectly, by District to Consultant, including, without limitation, business plans, analyses, forecasts, predictions, projections, intellectual property, trade secrets, contracts, proposals, documents, mechanical and electronic design drawings, specifications, software, technical or engineering data, test procedures, schematics, writings, materials, methods, operations, procedures, know-how, financial information, financial statements, summaries, reports, communications and other business data and other information or data, whether oral or written, acquired, devised or developed in any manner from District’s personnel or files, or as a direct or indirect result of the District’s actions or performance under this Agreement; *provided, however*, “Confidential Information” does not include information: (a) that becomes generally available to the public through no wrongful act of Consultant; (b) already lawfully in the possession of Consultant and not subject to an existing agreement of confidentiality between the Parties; (c) received by Consultant from a third party without restriction and without breach of this Agreement; (d) independently developed by Consultant without reference any Confidential Information protected by this Section 7.4; or (e) released to the extent necessary to comply with the binding order of a government agency or a court so long as prior to any such release Consultant (i) provides the District with as much information and notice permitted under the circumstances, so that the District may seek a protective order or other appropriate remedy and (ii) used commercially reasonable efforts to limit the disclosure of such Confidential Information.

9.3 Return of Records. Upon the expiration or sooner termination of this Agreement, Consultant shall: (a) deliver to District within a reasonable period of time (and in no event more than fifteen (15) days following the expiration or sooner termination of this Agreement) all Confidential Information that is in the possession, custody or control of Consultant; and (b) certify in writing to District that Consultant has complied with its obligations pursuant to this Section 9.3.

9.4 Security and Access. In addition to and without limitation to the preceding provisions of this Agreement, at all times during the Term, Consultant shall: (a) secure and otherwise protect the Confidential Information from and against any unauthorized access; (b) secure, protect, transmit, dispose of and otherwise use the Confidential Information and perform the Services in accordance with District’s then-current information technology standards, rules and policies; and (c) secure, protect, transmit, dispose of and otherwise use the Confidential Information in accordance with all applicable laws.

9.5 HIPAA Considerations. If requested, Consultant covenants and agrees to execute and comply with District’s HIPAA Business Associates Agreement.

10. General Provisions

10.1 Notice. Written notice required under this Agreement shall be delivered personally, by email, or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses (or other address as may hereafter be designated by a Party by written notice thereof to the other Party):

If to District: Chief Executive Officer
Tulare Local Health Care District
842 N. Gem Street
Tulare, CA 93274
Phone: (559) 685-3465
E-Mail: rdodd@tulareregional.org

If to Consultant: Teresa Jacques
1100 N. Warner Street
Alturas, CA 96101
Cell: (530) 410-5881
E-Mail: tjacques@jacquesconsulting2816.onmicrosoft.com

If personally delivered, such notice shall be effective upon delivery or upon transmission by email, and if mailed as provided for above, such notice shall be effective three (3) days after it is postmarked by the United States post office.

10.2 Choice of Law/Venue/Attorney's Fees. This Agreement shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of California. The venue for any judicial proceeding brought by either Party with regard to any provision of or obligation arising under this Agreement shall be in Fresno, California. If any action of law or inequity, including an action for declaratory relief, results or is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to actual attorney's fees and cost of collection or enforcement of the judgment received by the prevailing Party, in addition to any other relief to which the prevailing Party may be entitled.

10.3 Attorneys' Fees. If any civil action is commenced by any Party to enforce or as a result of or in connection with this Agreement, including any tort action and including any appeal on any action, then the prevailing Party shall be entitled to recover from the non-prevailing Party any and all of the costs, expenses and fees incurred by the prevailing Party in connection with the law suit, including reasonable attorneys' and consultants' fees and costs. The right to post-judgment costs and fees incurred to enforce a judgment shall not be merged into any award or judgment; and, the Party enforcing the judgment may collect from the judgment debtor all costs and attorneys' fees incurred in enforcing the judgment.

10.4 Assignment. Neither Party shall assign, or delegate, its rights or responsibilities under this Agreement without the first obtaining the consent of the other Party. Any unauthorized attempted assignment by Nurse shall be null and void and of no force or effect.

10.4 Force Majeure. The Parties shall not be liable to each other, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond either Party's reasonable control (each, a "Force Majeure Event"), including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) epidemics, pandemics, or quarantines; (d) war, invasion, hostilities (whether war is declared or

not), terrorist threats or acts, riots, or other civil unrest; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) compliance with any law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition, or failing to grant a necessary license or consent; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and/or (i) shortage of adequate power or telecommunications or transportation facilities. If either Party's performance under this Agreement is affected by a Force Majeure Event, it shall give notice to the other Party as soon as reasonably feasible of its occurrence. Both Parties shall, however, make good faith efforts to perform under this Agreement in the event of any such circumstance.

10.5 Entire Agreement/Waiver and Amendment. This Agreement, including any exhibits or attachments, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties. There are no verbal agreements, representations or understandings affecting this Agreement or any supplements thereto of the subject matter hereof, and all negotiations, representations and understandings are merged herein. This Agreement supersedes, cancels and annuls all contracts, understandings and agreements of prior date between the Parties and shall continue in force and govern all transactions between the Parties until the expiration hereof or the cancellation of termination hereof by either Party. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the Party to be bound. The waiver by a Party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. None of the provisions contained in this Agreement are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

10.6 Severability/Compliance with Laws/Termination on Non-Compliance. It is the express intent of the Parties that this Agreement shall in all instances comply with the requirements set forth in any and all statutes, laws, regulation, rules, orders, or advisory letters, whether federal, state or municipal, controlling the operation of a special healthcare district in California (collectively, the "Laws"), including, without limitation, California Health and Safety Code section 32000 *et seq.*, as amended from time to time, and any regulations promulgated thereunder. The Parties warrant and agree that this Agreement shall, in all instances, be interpreted so as to ensure compliance with the Laws. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable under said law or any other, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding any other provision of this Agreement, either Party may, upon written notice, immediately terminate this Agreement if said Party determines that any provision of this Agreement may expose it to governmental action, whether federal, state or municipal, in any form, and that this Agreement cannot be amended to ensure compliance, or that the other Party refuses to so amend.

10.7 Rules of Construction. The terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person. Wherever in this Agreement the context so requires, any reference to the masculine, feminine or neuter shall be deemed to include each of the other two, and reference to the singular shall be deemed to include the plural. Headings of sections of this Agreement are included for convenience only and may not be used to define, limit, extend or interpret the terms of this Agreement. Each capitalized term applies equally to both the singular and plural forms thereof.

10.8 Time. Consultant agrees that time is of the essence in this Agreement.

10.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. In addition, this Agreement may be executed by a Party's original signature transmitted by portable document format ("pdf") or other electronic means ("pdf Signatures"), and copies of this Agreement executed and delivered by means of pdf Signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All Parties may rely upon pdf Signatures as if such signatures were originals. Any Party executing and delivering this Agreement by pdf shall promptly thereafter deliver a counterpart signature page of this Agreement, containing said Party's original signature, provided that the electronic delivery of any Electronic Signatures (as defined below) shall satisfy the foregoing requirement. All Parties agree that a pdf Signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement, as if it were an original signature page. Notwithstanding anything to the contrary contained herein, any electronic signature complying with the U.S. Federal E-SIGN Act of 2000 (e.g., www.docusign.com) (an "Electronic Signature") shall be deemed an original signature for purposes of this Section 10.9.

10.10 Survival. Notwithstanding anything to the contrary, the obligations of either Party that are extended beyond the termination of this Agreement, as agreed to in the terms of this Agreement, shall survive termination of this Agreement.

10.11 Authority/Capacity. Each individual executing this Agreement on behalf of either Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party. Each individual further represents and warrants to the other that (i) it has the requisite legal capacity and authority to enter into and fully perform each and all of its obligations under this Agreement, and (ii) this Agreement does not in any way violate any covenant, contract, agreement, instrument or understanding by which such Party is bound.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agreement is executed by each Party's duly authorized signature effective as of the Effective Date.

“District”

“Consultant”

Tulare Local Health Care District, a
Healthcare District formed under the
California Health and Safety Code

By: Randy Dodd
Its: Interim Chief Executive Officer

Teresa Jacques

SCHEDULE A
Nominal Services to be Provided by Consultant to District

Consultant shall provide bookkeeping, audit support and accounting services to District based on Consultant's experience and individual and unique knowledge. Said knowledge, coupled with additional new relevant information to be provided by District to Consultant, shall be the basis of and provide the framework for the services to be provided under this Agreement, as may be requested by Chief Executive Officer of District or his/her designee on an as-needed basis in accordance with the Scope of Work set forth below.

Upon District's request, Consultant shall provide written reports to District documenting her findings and recommendations.

Consultant shall, given reasonable notice and at the request of District, be available to attend (telephonically or in person) meetings of District.

Any services performed at District's request or that Consultant is compelled to perform related to or as a result of any subpoena, summons or other legally binding demand (e.g., serving as a witness or providing documents in an investigation) related to the District, will be billed at the standard hourly rates plus expenses including, where applicable, any copying and related expenses.

Scope of Work

Consultant shall:

- Be available to District staff to answer questions regarding financial matters concerning District.
- Provide monthly review of the financial statements.
- Prepare the District's yearly budget.
- Work with District external auditors on yearly audit, ensure audit schedules are complete, prepare certain schedules, other required documents, and final review.
- Respond and/or prepare any financial information requested by the CEO.
- Prepare Adventist Health – Tulare ("AHT") month-end reporting including, reports, journal entries, and upload packet in accordance with any service contract between the District and AHT (each, a "Service Contract").
- Respond and/or prepare any financial information requested by AHT staff in accordance with any Service Contract.
- Be available to prepare documents timely and meet the ongoing needs of District as directed by District staff.
- Save all work product on District's network.
- Be available to prepare the month-end documents timely for AHT in accordance with any Service Contract.
- Save all AHT-related work product on District's network, as applicable, and upload the month packet to AHT's secure portal.
- Bill District for time spent with District IT and staff on District network issues, outages, and other IT issues related to the District network.

- Not bill District for IT issues when it has been determined that connectivity is related to internet band-width or other computer issues solely the responsibility of the Consultant and determined not to be an issue with the District network or remote access software.

SCHEDULE B
Fee Schedule for Nominal Services

Consultant shall bill District for the provision of Nominal Services under the Agreement as follows:

- Hourly Rate shall be set at \$160.00 for all Nominal Services provided under the Agreement, chargeable for any portion of any hour worked (on a minimum quarter hour basis); and
- Actual time incurred for hours of travel will be billed at \$80.00 per hour.

Consultant will also charge for actual expenses as allowable under this Agreement.

Billing will be conducted per Article 2 of this Agreement.

Upon approval by District, in its sole discretion, the hourly rate chargeable for Nominal Services may be increased after a period of twenty four (24) months from the Effective Date, conditioned upon Consultant providing District with sixty (60) days written notice. Such increase shall not exceed a revised rate of \$190.00 per hour.

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, CONSULTANT HEREBY ACKNOWLEDGES AND AGREES THAT DISTRICT DOES NOT, AND NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED OR DEEMED TO GUARANTEE CONSULTANT ANY NUMBER OF HOURS IN ANY GIVEN WEEK DURING THE TERM, OR ANY PARTICULAR SCHEDULE, WHETHER ON A TEMPORARY OR ONGOING BASIS. CONSULTANT FURTHER ACKNOWLEDGES THAT IT IS THE INTENT OF DISTRICT TO THAT THE SERVICES PROVIDED HEREUNDER BE ON AN "AS NEEDED" BASIS AND WITHOUT REGARD FOR A SET OR RECURRING SCHEDULE, AND THAT DISTRICT WAS INDUCED TO ENTER INTO THIS AGREEMENT BASED UPON SAID ARRANGEMENT.

Consultant's
Initials