

HEALTH MANAGEMENT ASSOCIATES

October 24, 2024

Katharine Wylie
Agency Administrator
Mendocino Coast Health Care District
PO BOX 579
Fort Bragg, CA 95437-0579

Re: Assistance with the Voluntary Rate Range Program (VRRP), and strategic analyses of the proposed county-wide Hospital Improvement District and Medi-Cal opportunities

Dear Katharine:

On behalf of Health Management Associates, Inc. (HMA), thank you for the opportunity to submit our proposal to provide consultative services to Mendocino Coast Health Care District (MCHCD). Based on MCHCD's request for assistance with the Voluntary Rate Range Program (VRRP), and studying the proposed county-wide Hospital Improvement District under consideration by the Mendocino and Lake County Board of Supervisors, HMA has developed this agreement for your review.

HMA has successfully tackled a wide variety of health care issues, working directly with federal, state, and local government agencies, health systems, health plans, providers, foundations, investors, community organizations, and associations to effect change. We stand ready to assist MCHCD with this work.

SCOPE OF SERVICES

HMA will provide the following services and any other tasks, as requested:

- Investigate why MCHCD did not receive matching funds for Rating Period CY 2021 (interim) and Rating Period 2019-20 Voluntary Rate Range Program (VRRP) and determine how MCHCD can reenter the VRRP.
- Provide assistance and support to MCHCD with participation in the in the CY 2024 VRRP with Partnership Health Plan of California. This work will include the following:
 - Provide initial information and education to MCHCD regarding participation in the VRRP process; this may take the form of conference calls and the provision of written materials. As necessary, HMA will work with executive managers, elected officials, attorneys, and others throughout the VRRP process.
 - Assist MCHCD to identify and submit its costs for the provision of plan services to plan patients during the reporting year to which the VRRP pertains. This involves understanding the California Department of Health Care Services (DHCS) requirements for calculating unreimbursed costs, etc.
 - Provide financial calculations to MCHCD regarding the dollar amounts involved in their VRRP at each step of the process.
 - Communicate with DHCS and/or Partnership Health Plan of California regarding any issue related to the VRRP including but not limited to the VRRP timelines, document language, etc.

- Provide MCHCD with drafts for their approval of any VRRP documents required by DHCS, including the Health Plan-Provider Agreement and the Intergovernmental Agreement with DHCS. These drafts will be based on the latest document templates provided by DHCS, modified to include information specific to the County Partnership Health Plan of California.
- Provide instruction and support to MCHCD regarding the timely execution and transmittal of the final signed documents to DHCS.
- Assist MCHCD with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan.
- Perform other activities as required to support the efficient and prompt implementation of the VRRP process.
- Study and provide initial observations on the proposed county-wide Hospital Improvement District under consideration by the Mendocino and Lake County Board of Supervisors for MCHCD.
- Provide Medi-Cal strategic analyses as requested.

DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables:

	Deliverable	Description	Date
1.	Investigate why MCHCD did not receive matching funds for previous rating periods	HMA will: <ul style="list-style-type: none"> ■ Learn from MCHCD the background on not receiving matching funds for previous VRRP rating periods. ■ Inquire of the Department of Health Care Services and Partnership Health Plan why MCHCD was discontinued from the VRRP, and express MCHCD’s desire to re-enter and participate. 	By November 15, 2024
2.	Assist MCHCD with CY 2024 VRRP process	HMA will: <ul style="list-style-type: none"> ■ Provide information and education to MCHCD regarding participation in the VRRP process ■ Assist MCHCD to identify and submit its costs for the provision of plan services ■ Communicate with DHCS and or Partnership Health Plan of California ■ Provide MCHCD with drafts for their approval of any VRRP documents required by DHCS ■ Provide instruction and support to MCHCD regarding the timely execution and transmittal of the final signed documents to DHCS 	Ongoing from November 2024 through November 2025

	Deliverable	Description	Date
		<ul style="list-style-type: none"> ■ Assist MCHCD with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan; and ■ Perform other activities as required to support the efficient and prompt implementation of the VRRP process 	
3.	Provide financial calculations to MCHCD regarding the dollar amounts involved in their CY 2024 VRRP	HMA will provide estimates of what MCHCD will need to wire to DHCS as well as estimates for what MCHCD will receiving in matching funds.	TBD based on release of information from DHCS
4.	Study the proposed county-wide Hospital Improvement District	HMA will review and provide analysis on the draft Management District Plan outlining the district’s boundaries, service plan, and budget.	November and December 2024
5.	Medi-Cal Strategy	HMA will provide MCHCD with recommendations as requested for protecting the district’s interests and returns from the Medi-Cal program.	Ongoing

STAFFING

Associate Principal Jason Silva will serve as the project manager and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with MCHCD. In addition to Mr. Silva, Managing Principal Steve Soto and Principals Matt Sandoval and Tony Banda will be assigned to this project. Additional HMA staff will provide services for the project as appropriate.

Short biographies for the individuals who will be providing services on this project are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on November 1, 2024, and continue in effect until either party gives the other party thirty (30) days written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date.

PROJECT FEES

The services described above will be provided on a time-and-materials basis. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. We will establish a limit on professional fees and travel time of \$50,000, including expenses. Project fees will not be incurred beyond this amount without your prior approval and a

written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	2024 Professional Hourly Rates
Physician Principal	\$585
Managing Principal/Director	\$510
Principal	\$500
Associate Principal	\$450
Senior Consultant	\$405
Consultant	\$280
Research Associate	\$215
Administrative, Clerical, and Support Staff	\$120

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) for the purpose of maintaining each client's confidential information and ensuring that your interests are protected.

HMA is not a lobbying firm and does not provide lobbying services. The scope of services and tasks identified above will not include any lobbying activities or advocacy on your behalf.

While HMA uses commercially reasonable efforts and best judgment to conform work as closely as possible to the expected assumptions of the CMS, Congressional Budget Office, and other organizations as appropriate, HMA cannot warrant that these organizations will adopt identical assumptions or reach the same conclusions. HMA will perform all work under this contract in a manner consistent with all applicable professional standards and will make all commercially reasonable efforts to ensure the accuracy and quality of the work.

Both parties acknowledge that, in the course of performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party has an obligation of confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All of the services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of

HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and Conditions will constitute the entire agreement between HMA and Mendocino Coast Health Care District related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

If this Letter Agreement is acceptable to you, please sign and return to HMA's contracts senior director, Jeff DeVries via email, fax, or mail to the following address.

Jeff DeVries
Health Management Associates
2501 Woodlake Cir, Ste 100
Okemos, MI 48864
contracts@healthmanagement.com
517-482-0920 (fax)

Questions can be directed to me at (916) 329-8228 or ssoto@healthmanagement.com.

Sincerely,



Steve Soto
Managing Principal

Approved by:



Kelly Johnson, Chief Administrative Officer
Health Management Associates, Inc.

For Mendocino Coast Health Care District

October 24, 2024
Date

Date

Please complete for invoicing purposes:

Name: _____

Address: _____

Phone: _____

E-Mail: _____

Receive invoices via e-mail

STAFF EXPERIENCE

Jason Silva, JD, PMP, Associate Principal

Jason Silva is a compliance expert and is experienced in managed care and dual eligible populations. His background includes direct work in the industries of healthcare, insurance, and investment management.

He joined HMA after serving as a senior compliance analyst with Health Net, Inc., one of the Medicare-Medicaid plans selected by California for the state's dual eligible demonstration known as Cal MediConnect in both Los Angeles and San Diego counties. Mr. Silva served as the lead contact for the demonstration's federal and state regulators, and primarily worked on Medicare and Medicaid compliance, specifically focusing on dual eligible demonstrations, dual eligible special needs plans, and managed long-term services and supports. He served as the lead Health Net dual eligible compliance resource and was involved with all of the workgroups, including the state and federal regulators of the demonstrations. Mr. Silva is an expert in this area of healthcare and has provided presentations at various conferences.

Mr. Silva earned his juris doctorate degree from the University of Wisconsin Law School, and his bachelor's degree from the University of California, San Diego. He is a project management professional.

Steve Soto, Managing Principal

Steve Soto is a public healthcare leader with experience in public and managed care programs, including Medi-Cal, Medicaid, Medicare, and the Affordable Care Act (ACA). He has worked to develop and implement health programs for low-income populations, mental health, substance use, and multicounty provider networks. He has experience working in government relations and correctional healthcare as well.

A seasoned negotiator, he facilitated more than 50 contracts between the State of California and hospital systems and managed care organizations on behalf of the governor's office. He served California's Medicaid managed care program and oversaw dozens of health plan contracts worth billions of dollars covering millions of beneficiaries. He also analyzed the regulatory and operational impacts of new federal and state initiatives and has worked with federal, state, and local government officials on the operation and implementation of existing and new healthcare initiatives.

While a regional director and regional market leader at Molina Healthcare, Mr. Soto developed and maintained multicounty provider networks and led the implementation of California's efforts through

Medi-Cal and Covered California. These established coverage programs under the ACA, including fully integrated medical, mental health, substance use, and social services programs with county and city governments, health plans, and provider networks, including federally qualified health centers.

Mr. Soto earned a bachelor's degree in public administration from California State University, Sacramento.

Matthew Sandoval, CPHQ, CJCP, FACHE, Principal

Matthew Sandoval is an accomplished leader in healthcare with a proven track record of managing the administration, operations, and quality outcomes in large hospital systems.

Prior to joining HMA, Mr. Sandoval was chief quality officer/interim chief operating officer at Lakewood Regional Medical Center in Lakewood, California. He was responsible for quality outcomes for 172-bed acute care hospital and led a team of 10 directors covering ancillary departments including laboratory, respiratory therapy, radiology, pharmacy, facilities and biomed, as well as physical, occupational and speech therapy, and dietary and environmental service. He was responsible for the hospital's regulatory response from outside agencies such as the California Department of Health (CDH), Centers for Medicare and Medicaid Services (CMS), and The Joint Commission (TJC). Mr. Sandoval also designed the hospitals' COVID-19 response, including managing changes in guidance from the Centers for Disease Control and Prevention (CDC) and Los Angeles County Department of Public Health. He also successfully executed the hospitals' COVID-19 vaccine response clinics.

As chief deputy director/chief operating officer at Ventura County Healthcare Agency/Ventura County Medical Center and Santa Paula Hospital, Mr. Sandoval served as an operations leader and second in command with assumed oversight of the public health, behavioral health, hospitals, ambulatory care, medical examiner's office, Ventura County Health Plan and Animal Services of Ventura County in the absence of the director. He supervised an annual budget of \$850 million and coordinated a successful Joint Commission hospital accreditation survey. Mr. Sandoval also assisted in the overall ambulatory clinic operations of 15 hospital-based clinics, five exempt clinics, and 23 federally qualified healthcare centers (FQHCs) through monthly financial reviews.

Mr. Sandoval was previously an assistant hospital supervisor at Arrowhead Regional Medical Center in Colton, CA and was responsible for the performance improvement, infection control, medical staff office, medical library, risk management, cancer registry, regulatory and patient safety departments. He completed a successful General Acute Care relicensing survey conducted by the California Department of Public Health, implemented a strategic plan to reduce hospital infection rates through compliance with evidenced based practices, and initiated a culture of safety program with Beta Healthcare Group to implement a Just Culture program within 18 months. He also set strategic priorities to include the implementation of TeamSTEPPS training in the emergency, labor and delivery, and operating room departments.

Mr. Sandoval earned a master's degree in health administration and a bachelor's degree in psychology from the University of Southern California, Los Angeles. He is a Certified Professional in Healthcare Quality (CPHQ), a Certified Joint Commission Professional (CJCP), and a Fellow of the American College of Healthcare Executives.

Tony Banda, CPA, MBA, MHA, Principal

Tony Banda is a seasoned senior financial executive with extensive healthcare experience and a proven record of accomplishments in financial management and healthcare operations.

Prior to joining HMA, Mr. Banda served as vice president of finance and supply chain at JPS Health Network. He was responsible for the effective operations of accounting, financial planning and reporting, and reimbursement and supply chain functions for a \$1.5 billion public hospital. He developed improved models for accounts receivable valuation and net revenue recognition and led successful operating budgets that met targets under incredibly challenging conditions.

He served as senior director of finance at Cook County Health and worked as the chief financial officer at Franciscan Health where he provided effective leadership and financial and operational guidance. He led several million-dollar initiatives to enhance revenue and reduce costs, resulting in a \$30 million turnaround and return to profitability.

Mr. Banda's areas of expertise include healthcare finance and financial planning, financial turnaround, reimbursement and regulatory compliance, physician relations, managed care models, and process improvement. He is a creative problem-solver and strategic thinker focused on long-term organizational success.

Mr. Banda earned a master's degree in health administration from University of Saint Francis, a master's degree in business administration from Loyola University, and a bachelor's degree in accounting from Illinois State University. He is a Certified Public Accountant.

THREE MONTHS FREE ACCESS TO HMA INFORMATION SERVICES

As an HMA consulting client, you may be eligible for a three-month free trial to HMA Information Services (HMAIS), an online, subscription database that provides competitive information on the structure of Medicaid and Medicare by state. For additional information and to activate your free trial, [click here](#).

TERMS AND CONDITIONS

1. Compensation and Expenses. You agree to compensate HMA for the services to be provided by HMA ("Consulting Services") in accordance with the compensation schedule set forth in the Letter Agreement (the "Fees"). At its discretion, HMA may change the compensation schedule from time to time provided that (a) HMA may not change compensation quoted as a fixed price for an entire project for specified Consulting Services, and (b) individual hourly billing rates set forth in the Letter Agreement may not be increased more than once in any calendar year. You also agree to pay directly, or reimburse HMA, for HMA's reasonable and necessary out of pocket expenses incurred in rendering Consulting Services. Such reasonable and necessary expenses may include without limitation the expenses of telephone, photocopying, data acquisition, data generation, travel, lodging, meals, postage, overnight mail, and relevant supplies. HMA's expenses will be paid or reimbursed at HMA's cost, without any markup, margin, or profit to HMA.

2. Billing and Payment. At such intervals as are set forth in the Letter Agreement, HMA will send billing statements to you with a reasonable itemization of the Consulting Services performed by HMA, the expenses incurred by HMA, and the Fees payable by you for such Consulting Services. HMA's invoices are due upon receipt and become past due thirty (30) days after receipt. Past due invoices shall be subject to late charges of one percent (1%) per month. Until further notice from you, HMA's billing statements are to be sent by email, fax, and/or regular mail to the addressee of the Letter Agreement. You agree to pay each HMA billing statement in full within thirty (30) days of receiving the billing statement. Payments to HMA are preferred via electronic funds transfer (Bank: Bank of America, Account no. 375011515507 Account name: Health Management Associates, Inc. Routing no. 072000805 Wire routing no. 026009593), or, unless otherwise directed by HMA, mailed to the following address:

Health Management Associates, Inc.
PO Box 7411071
Chicago, IL 60674-1071

3. Contacts and Notices. For the purposes of this Agreement, each party agrees to identify a primary contact person to whom all Agreement matters and notices may be communicated. A party may change its contact person from time to time by written notice to the other party. Notice from one party to another relating to this Agreement is effective if made in writing (including fax and email) and delivered to the recipient's address, fax number, or email address. Until further notice, HMA's primary contact person and notice addresses are:

Contracts Senior Director
Health Management Associates, Inc.
2501 Woodlake Cir, Ste 100
Okemos, Michigan 48864
Fax 517-482-0920
E Mail: contracts@healthmanagement.com

Until further notice, your primary contact person and notice addresses are the addressee of the Letter Agreement.

4. Liability; Disclaimer of Warranty.

A. Subject to the limitations of this Section 4, each party agrees to be responsible for its own negligence, gross negligence, or deliberately wrongful acts and omissions and neither party will be liable to the other for consequential, punitive, special, incidental, and exemplary loss, damage or expenses (or for business interruption, lost business, lost profits or lost savings), whether based on breach of contract, tort (including negligence), strict liability, product liability, under statute or otherwise, even if it has been advised of the possibility of such damage.

B. Your exclusive remedy, and HMA's sole obligation, for any breach of this Agreement will be for HMA, upon receipt of written notice from you, to use commercially reasonable efforts to cure the breach at its own expense, or, if HMA is unwilling or unable to do so, to return any Fees paid to it by you for the Consulting Services related to such breach.

C. The limit of HMA's liability (whether in contract, tort, negligence, strict liability, product liability, under statute or otherwise) to you or to any third party concerning performance or non-performance by HMA, or in any manner related to this Agreement, for any and all claims, will not in the aggregate exceed the Fees and expenses paid by you to HMA hereunder.

D. All Consulting Services provided pursuant to this Agreement are provided on an "as is" basis. HMA makes and gives no warranty concerning the Consulting Services, express or implied, including any implied warranties of fitness for a particular purpose, all of which are hereby disclaimed.

E. This Section 4 will survive any termination of this Agreement.

5. Taxes. Each party is solely and completely responsible for any and all income taxes due and owing by it to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by it. This paragraph will survive any termination of this Agreement.

6. Work Product & Residuals.

A. **Definitions.** The definitions set forth in this Section 6(A) shall apply to this Agreement:

(i) "Preexisting Work" shall mean all of a party's content, expression, materials, documentation, software and technology possessed by the party prior to this Agreement or developed independently of this Agreement.

(ii) "Residuals" shall mean all of HMA's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques and processes, and all intellectual property rights such as patent, trademark, and copyright, irrespective of whether possessed by HMA prior to, or acquired, developed or refined by HMA under this Agreement.

(iii) "Work Product" shall mean the deliverables hereunder including but not limited to all written, graphic, stored, and/or recorded materials prepared or generated in connection with HMA's Consulting Services, whether individually by HMA or jointly with you.

B. Except for the license granted in Section 6(H) below, all right, title, and interest (including, but not limited to, all copyrights, patents, trademarks, trade secrets and other

intellectual property rights) in all Work Product is and will remain the property of HMA.

C. All right, title, and interest (including, but not limited to, all copyrights, patents, trademarks, trade secrets and other intellectual property rights) in the Residuals and HMA's Preexisting Work are and will remain the property of HMA, together with any and all modifications, improvements, enhancements, or derivatives of the same, that were conceived, derived, authored, developed, or reduced to practice by HMA or otherwise were in HMA's possession prior to performance of the Consulting Services, or that are conceived, derived, authored, developed, or reduced to practice during the course of or in connection with the provision of Consulting Services whether by HMA alone or jointly with any input or participation from you.

D. To the extent such Work Product and Residuals are not deemed owned by HMA, you hereby assign to HMA all right, title and interest in the Work Product and Residuals, except for any of content, expression, materials, documentation, software and technology possessed by you prior to this Agreement which is incorporated therein ("Client IP"). You exclusively own and retain all right, title and interest (including, but not limited to, all copyrights, patents, trademarks, trade secrets and other intellectual property rights) to all Client IP.

E. HMA's ownership and use of Work Product and Residuals is subject to the restrictions of this Agreement as to your Confidential Information.

F. HMA retains the right to use any generalized knowledge, ideas, concepts, techniques, methodologies, practices, processes and know-how learned by its personnel in the course of performing the Consulting Services under this Agreement, which are retained in intangible form in the unaided memory of HMA's personnel, without any obligation to account to you. If during the performance of this Agreement, you suggest to HMA any new features, concepts or improvements related to or based upon HMA's Preexisting Work or Residuals or the Work Product (the "Enhancements"), the Enhancements shall be the sole and exclusive property of HMA and shall be free from the confidentiality restrictions provided in the Agreement.

G. The parties agree to sign documents and take other actions reasonably necessary to protect and enforce the rights and obligations created by this Section 6. This Section 6 will survive any termination of this Agreement.

H. **License.** Notwithstanding the foregoing, upon final payment of all amounts due to HMA hereunder, HMA grants you an irrevocable, nonexclusive, non-transferable, perpetual, paid-up, worldwide license (except as set forth in Section 6(H)(i)) to the Work Product, including any Residuals or HMA Preexisting Work therein, to use, copy, modify and prepare derivative works for your internal business purposes only. You may not distribute or sublicense the Work Product to any third party, except to independent contractors who will use the same solely for your benefit, and who have entered into a written agreement containing confidentiality provisions at least as protective of HMA's confidential information as those set forth in this Agreement. Under no circumstances may you distribute the Work Product, any Residuals or Company Preexisting Work to any entity which

competes with HMA without the express written permission of HMA.

(i) If this Agreement is terminated due to your breach, all licenses granted hereunder shall terminate.

7. HIPAA. The parties understand and agree that this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under HIPAA. The parties agree to comply with HIPAA and the regulations issued under HIPAA and to execute any documents that may be required by HIPAA or the HIPAA Privacy Regulations.

8. Force Majeure. If, due to circumstances beyond the control of a party (such as war, act of God, flood, severe adverse weather conditions, riots, strikes, labor stoppages, natural disaster or fire), a party is unable to perform its obligations under this Agreement, then it will not be liable to the other party for failure to perform if it has, in good faith, used its best efforts to perform under the circumstances. A party will resume performance as soon as reasonably practical after the cessation of the circumstances that prevented its performance.

9. Publicity. HMA may, in the context of a written list containing its clients, publish the fact that you are its client.

10. Severability. If any clause, portion, provision, concept, or section of this Agreement is legally unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement.

11. Governing Law. This Agreement will be construed, governed, and enforced in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. The parties agree that, for purposes of jurisdiction and venue, all litigation arising under or in connection with this Agreement will be conducted in courts located in the State of Michigan.

12. Entire Agreement and Amendments. These Terms and Conditions and the attached Letter Agreement constitute the entire Agreement of the parties pertaining to the Consulting Services, and this Agreement supersedes and cancels all previous written or oral negotiations, proposals, agreements, or representations relating to the subject matter of the Consulting Services. This Agreement may not be amended unless the amendment is in writing and signed by both you and HMA.

13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent may be granted or withheld for any reason or no reason. However, if a party is sold (through a sale of substantially all of its stock, membership interests, and/or assets), the sale transaction will not be treated as an assignment, the prior written consent of the other party is not required, and the selling party's successor in interest will be recognized as a party to this Agreement.

14. Non-Waiver. The failure of a party to insist in any one or more instances upon performance of any of the provisions of this Agreement, or the failure of a party to pursue its rights under this Agreement, will not be construed as a waiver of any such provisions or the relinquishment of any such rights.

15. Counterparts. This Agreement may be executed and delivered in two (2) or more counterparts (including by facsimile or PDF), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

3/22/2024