



P. O. Box 95
San Andreas, CA 95249
(209) 754-4468 Phone
(209) 754-2537 Fax

**Special Meeting of the Board of Directors
Thursday September 20, 2018
7:30 am
Mark Twain Medical Center Classroom 1
768 Mountain Ranch Rd,
San Andreas, CA**

Agenda

Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

1. **Call to order:**
2. **Roll Call:**
3. **Approval of Agenda:** Action
4. **Public Comment on matters not listed on the Agenda:**

The purpose of this section of the agenda is to allow comments and input from the public on matters within the jurisdiction of the Mark Twain Health Care District not listed on the Agenda. (The public may also comment on any item listed on the Agenda prior to Board action on such item.) **Limit of 3 minutes per speaker.** The Board appreciates your comments however it will not discuss and cannot act on items not on the agenda.

This Institution is an Equal Opportunity Provider and Employer

Agenda – September 20, 2018 Special Board Meeting

5. New Business:

A. Financial Services Agreement With CSDA: **Action**.....Ms. Atkinson / Dr. Smart

B. Legal Services: Transfer to Best, Best & Kreiger: **Action**.....Dr. Smart

6. Board Comment and Request for Future Agenda Items:

A. Announcements of Interest to the Board or the Public:

7. Next Meeting:

A. September 26, 2018

8. Adjournment: **Action:**

AGREEMENT FOR ACCOUNTING & FINANCIAL SERVICES
BETWEEN
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
And
MARK TWAIN HEALTH CARE DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between Mark Twain Health Care District, a political subdivision of the State of California, hereinafter referred to as “District” and California Special Districts Association, a California nonprofit corporation, hereinafter referred to as “CSDA.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of CSDA to perform such professional services as are specified in Section 1 and Exhibit A hereof.
- B. CSDA desires to provide such services to District in accordance with the terms and conditions of this Agreement.
- C. The performance of such professional services by CSDA has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and CSDA agree as follows:

1. Scope of Work.

District engages the services of CSDA and CSDA accepts such engagement, as an independent contractor, to perform the work and render the services described in “Scope of Services” which is attached hereto as Exhibit A and incorporated herein by this reference (hereinafter collectively referred to as the “Work”) on and subject to the terms and conditions set forth in this Agreement. The Work is not intended to replace services normally provided by licensed professionals, like attorneys or auditors, but rather to provide assistance and general guidance to the District as provided on Exhibit A.

2. Payment.

A. In consideration for the services to be performed by CSDA, District agrees to pay CSDA as specified in Exhibit A attached hereto. District must maintain CSDA membership in good standing to receive services under this Agreement.

CSDA shall neither be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement, unless agreed to and approved in advance by the District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of a monthly invoice from CSDA for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by CSDA in providing such work. The monthly invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The monthly invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the monthly invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. If payment of any monthly invoice has not been challenged by District and payment therefor is not received by CSDA within thirty (30) days of its receipt by District, then CSDA shall be excused from performing any more Work on behalf of District specified in Exhibit A until such past due amounts have been received and the District is current on payment of all past due invoices. District may challenge the accuracy of an invoice within ten (10) business of its receipt and in the event the District challenges an invoice the parties shall work cooperatively to resolve any disputed amounts therein. In such event, CSDA shall either provide any back up reasonably necessary to resolve the disputed amounts or provide District with a new corrected invoice.

B. CSDA shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of Work to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District. In the event the District orders services added, deleted or reduced, the Scope of Services at Exhibit A shall be amended to specify the services added, deleted or reduced, and specify the compensation which shall likewise be added, deleted or reduced by a fair and reasonable amount. Said Amended Scope of Services shall be signed by both the District and CSDA as an Amendment to this Agreement, in order for such amended Scope of Services to be binding on the parties. CSDA shall only be compensated for Work actually performed in accordance with a Scope of Services and any agreement regarding modified compensation executed by both parties to this Agreement.

3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect for a period of one (1) year with automatic one-year extensions, or until terminated as provided below.

B. This Agreement may be terminated at any time without cause for any or all portions of the Work by either party upon thirty (30) days written notice to the other party. *[Note: Does this provide the District enough time to engage a substitute service provider in the event of termination?]*

C. In the event of Agreement termination, District shall pay to CSDA as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by CSDA pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of termination of this Agreement. Upon such termination, CSDA will promptly provide all records and work product to District and surrender all passwords.

4. Sub-consultants.

CSDA may employ other consultants necessary in connection with the performance of the Work only with the prior written consent of District. Each sub-consultant shall, in addition to any other requirements of District, be bound by the confidentiality provisions in this Agreement to the same extent as CSDA. The services of such consultants shall be coordinated and paid for by CSDA and District shall reimburse CSDA for the costs incurred in retaining such consultants as part of the monthly invoice from CSDA to District.

5. Ownership of Documents.

All documents prepared by CSDA under this Agreement shall be the exclusive property of District. By this Agreement, CSDA transfers all of its right, title and interest in such documents to District. All confidential information that is communicated to CSDA by the District in connection with performing the above mentioned accounting and financial services shall be held by CSDA in full trust and confidence for the District's benefit. CSDA will not communicate or permit anyone else to communicate any of the District's information that is acquired while performing the accounting and financial services during or after the fulfilling of this Accounting and Financial Services Agreement.

6. Mutual Indemnification

Each party hereby agrees to defend, indemnify, save and hold harmless the other party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any alleged negligent act or omission by the indemnifying party or any of its officers, directors, employees, or agents arising out of the performance of their

respective obligations specified in this Agreement; and/or (ii) the indemnifying party's actual or alleged breach of any of the covenants, representations and warranties made in this Agreement. This indemnity shall require the payment of defense and indemnification costs and expenses as they occur. Each party shall promptly notify the other party upon receipt of any claim or legal action referenced in this Section. The provisions of this Section shall survive any termination or expiration of this Agreement.

7. Independent Contractor.

The parties hereto agree that at all times during the term of this Agreement CSDA, CSDA's employees, sub-consultants and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. CSDA shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by CSDA, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of CSDA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by CSDA, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither CSDA or any third persons employed by or contracted by CSDA to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should CSDA or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither CSDA nor any third persons or contractors employed by CSDA shall be entitled to any other benefits payable to employees of District. CSDA hereby agrees to indemnify, defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

8. Representative of District.

The Executive Director of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where and if approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the Executive Director of the District. CSDA shall consult with the Executive Director on all matters relative to this Agreement and District shall cooperate with CSDA in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

9. Entire Agreement.

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior and contemporaneous oral and/or written negotiations, representations or contracts between the parties concerning the subject matter hereof. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written agreement approved and executed by both parties.

10. Successors and Assignment.

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, CSDA shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

11. No Waiver of Rights.

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to CSDA shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

12. Severability.

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

13. Attorney's Fees.

In the event any arbitration, litigation or other action or proceeding of any nature between District and CSDA becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorney's fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

14. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. **Notice.**

All notices, consents, requests, demands or other communications to or upon the respective parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid, and (iv) transmittal by electronically confirmed facsimile or e-mail without notation of error (provided such notices, consents, requests, demands or other communications are also delivered via one of the other approved methods), addressed as follows:

District: MARK TWAIN HEALTH CARE DISTRICT

Attn.: RANDY SMART, MD
EXECUTIVE DIRECTOR
P.O. BOX 95
SAN ANDREAS, CA 95249

Facsimile: _____

E-Mail _____

CSDA: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

Attn.: Neil McCormick, CEO
1112 I Street Ste. 200
Sacramento, CA 95814

Facsimile: _____

E-Mail _____

In this section “**business day**” means days other than Saturdays, Sundays, and federal and state legal holidays. Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt. Receipt of communication by facsimile shall be sufficiently evidenced by a machine generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

16. **CSDA Representations, Warranties and Covenants.** CSDA hereby represents, warrants and covenants to District as follows:

A. CSDA possesses the necessary, skills, qualifications, and personnel to perform the Work for the benefit of District.

B. CSDA will be compliant with all applicable laws in performing the Work hereunder.

C. CSDA's performance of this Agreement does not conflict with any other obligations of CSDA.

D. This Agreement is a valid contractual obligation of CSDA enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

17. **District Representations, Warranties and Covenants.** District hereby represents, warrants and covenants to CSDA as follows:

A. District will be fully compliant with the applicable laws in its use of CSDA's Services.

B. District's performance of this Agreement does not conflict with any obligations of the District.

C. This Agreement is a valid binding obligation of District enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

D. District shall provide CSDA true and complete information upon written request from CSDA vital for CSDA to perform the Work in a timely manner.

18. **Non-Exclusivity.**

This Agreement shall not prevent CSDA from performing such services for others or restrict CSDA from so using its personnel provided pursuant to this Agreement.

18. **Accounting and Financial Records.**

CSDA shall administer accounting procedures, controls, and systems for the preparation and safekeeping of records and books of account relating to the business and financial affairs of District business which shall be prepared and maintained in accordance with sound business practices. CSDA shall ensure that District has reasonable access at all

times during the term hereof to all books and records in the possession of CSDA and/or its agents and representatives.

[remainder of page is intentionally blank – signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first set forth above:

District: Mark Twain Health Care District

By: _____
Randy Smart MD, Executive Director

CSDA: California Special Districts Association

By: _____
Neil McCormick, Chief Executive Officer

EXHIBIT A

Scope of Work, and Payment for Services Rendered

SCOPE OF WORK: Under the terms and conditions stated in the Agreement, CSDA hereby agrees to the following specific accounting and financial services for the District:

- Manage bank accounts
- Process invoices/payments
- Prepare Monthly financial statements
- Attend monthly finance committee meetings
- Present financials
- Respond to questions
- Attend monthly District Board meetings
- Present financials
- Respond to questions
- Prepare for annual audit, assist auditors
- Monitor internal controls
- Monitor and manage investments
- Train, oversee, and respond to bookkeeper
- Respond to staff requests
- Manage rent/lease/sublease payments all rental properties
- Manage payroll and benefits

In addition to the Work, CSDA, using their discretion, may also provide additional accounting and financial services to the District if the District requests such additional services in writing and CSDA agrees with such request in writing. However, if the additional services are not part of the Work such services will be billed separately to the District.

PAYMENT FOR SERVICES RENDERED

For the services to be performed by CSDA, the District hereby agrees to compensate CSDA. Fees for CSDA's services as described in the above paragraph will be charged based on an hourly rate of \$110 per hour and not to exceed \$_____ per month without prior written approval by District. Any additional services requested beyond the maximum agreed upon amount or that are not listed above, will be discussed with the District in advance of incurring the cost, and if agreed to in writing, will then be charged to the District at an hourly rate of \$110.00. Billing will be tracked in one-quarter (1/4) hour increments.

In addition to the fees specified above, the District will also reimburse CSDA for any incidental costs and expenses CSDA may incur while performing services for the District as stated in this Agreement. Costs and expenses will be agreed to in advance in writing and then billed to the District on a monthly basis and will be due and payable within thirty (30) days of the invoice receipt.



ARCHERNORRIS
A PROFESSIONAL LAW CORPORATION

2033 North Main Street, Suite 800
Walnut Creek, CA 94596-3759
925.930.6600
925.930.6620 (Fax)
www.archernorris.com

COLIN J. COFFEY
ccoffey@archernorris.com
925.952.5521

NOEL M. CAUGHMAN
ncaughman@archernorris.com
925.952.5533

September 10, 2018

VIA E-MAIL RWSAMRT@PACBELL.NET

Randy Smart, MD
Executive Director
Mark Twain Health Care District
768 Mountain Ranch Road
San Andreas, CA 95249

Dear Randy

In follow up to our recent email exchange regarding the dissolution of Archer Norris PLC, we are sending you this letter as the first step in the process of formally transferring your matters to our new firm, Best Best & Kreiger (BBK). We want to ensure there is no disadvantage to you by virtue of the move.

In order to make sure that your matters are handled on a timely basis, can you please formally confirm that you want to engage BBK to assume responsibility for your matters that Archer Norris has worked on in the past by marking the enclosed copy of this letter appropriately, signing it, and returning it to us via email at Vincent.Tanciongco@bbklaw.com. We will then arrange for prompt transfer of the appropriate files to BBK's Walnut Creek office, located at 2001 North Main Street, Suite 390, Walnut Creek, California. We will both be practicing in the Walnut Creek office of BBK and will continue to be the attorneys primarily responsible for your matters.

We very much appreciate the trust you have placed in us to handle your legal matters and we look forward to continuing to do the same at our new firm. If you have questions, please feel free to give either one of us a call.

Very truly yours,

ARCHER NORRIS



Colin J. Coffey



Noel M. Caughman

Randy Smart, M.D.
September 10, 2018
Page 2

_____ I (*Client*) wish to have Best Best & Krieger LLP handle those legal matters which were previously handled by Noel Caughman and/or Colin Coffey at Archer Norris, PLC. Please transfer the appropriate files, including both electronic records and non-electronic records, to Best Best & Krieger LLP.

Date: _____
_____ (*Client's*) Signature

LEGAL SERVICES ENGAGEMENT AGREEMENT

NOTICE

This is a written fee agreement ("Agreement") required in many attorney engagements by *California Business and Professions Code* § 6148. This Agreement protects both Client and Attorneys and seeks to prevent misunderstanding. **PLEASE READ IT CAREFULLY.** If you, as Client, do not understand any term, or if this Agreement does not contain all of the terms you expected, do not sign it. Attorneys advise Client that Client has the right to have an independent lawyer review this entire Agreement at any time.

Date of this Agreement: December 19, 2016

Name(s) of Client(s): Mark Twain Health Care District
PO Box 95 768 Mountain Ranch Road
San Andreas, CA 95249

(individually and collectively, the "Client")

This Agreement is entered into as of the date set forth above by and between Client and Archer Norris, a Professional Law Corporation ("Attorneys"). Unless otherwise specifically identified above, Attorneys do not represent spouses, children, or relatives of any individuals identified above as Client or the officers, directors, managing agents, representatives, shareholders, members, managers, or individual partners of corporations, limited liability companies, partnerships, or other business entities identified above as Client.

1. **Scope of Retention.** Client retains Attorneys to provide general legal and organizational matters (the "Services") and Attorneys agree to provide the Services reasonably required to represent Client. Even if Attorneys are retained to perform transactional work, this Agreement shall cover litigation/adversarial services arising out of such work, if so directed by the client including court, arbitration, administrative hearings or government agency hearings. If a court action is filed, Attorneys will represent Client through trial and post-trial motions.

2. **Assignment of Work.** As of the date of this Agreement, Attorneys expect the following attorneys to perform a substantial amount of the work on Client's behalf and/or to serve as the responsible attorney on the work described in **Paragraph 1**, above:

| Name: | Telephone: | E-mail: |
|------------------|-------------------|--|
| Colin Coffey | (925) 930-6600 | ccoffey@archernorris.com |
| Noel Caughman | (925) 930-6600 | ncaughman@archernorris.com |
| Mike B. Peterson | (925) 930-6600 | mpeterson@archernorris.com |

| Name: | Telephone: | E-mail: |
|-------------------|----------------|--|
| Patrice N. Harper | (925) 930-6600 | pharper@archernorris.com |
| Miguel P. Prietto | (925) 930-6600 | mprietto@archernorris.com |

Client understands and acknowledges that Attorneys may assign all or part of this work to another attorney within the firm, if considered desirable. Attorneys will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. It is the policy of Attorneys to return telephone calls or e-mails of Client within one (1) business day or sooner when feasible, and when Client's situation is urgent. Attorneys' goal is to respond as quickly as reasonably possible given other time commitments and constraints and to provide timely service.

Attorneys strongly advise that Client only communicate with Attorneys in a manner that preserves the attorney-client privilege and the confidentiality of the communications. For example, if the scope of the legal services identified in **Paragraph 1**, above, does not involve or pertain to Attorneys' representation of Client's business or employer, use of the Client's work e-mail address, computers, smart phones or other equipment may be subject to disclosure and discovery as the employer or business may have the right to access such equipment or communications and thus these modes of communication may not be sufficient or adequate to protect the privilege and confidentiality of Client's communications with Attorneys. Attorneys will assume that any physical or electronic addresses that Client gives for Attorneys to use in communicating with Client or that they actually use in communicating with Attorneys provide confidentiality with no third-party rights of review or access.

3. **Settlements.** No binding settlement, release or compromise of any nature affecting Client's interest in the subject matter will be made without Client's approval.

4. **No Guarantee.** Client acknowledges that no representations or promises have been made concerning the outcome of this matter. Nothing in this Agreement shall be construed as such a promise or guarantee.

5. **Duties of Client.**

A. Client agrees to be truthful with Attorneys, to cooperate, to keep Attorneys informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorneys' bills on time, and to keep Attorneys advised of Client's address, telephone number, and whereabouts. Client will assist Attorneys in providing necessary information and documents for the representation in the described matter and will appear when necessary at legal proceedings.

B. Each signatory to this Agreement warrants and represents that he/she is competent and authorized to enter into this Agreement on behalf of that respective party for whom he/she purports to sign, and that no other signatory is required to bind that party to this Agreement. The parties further agree that they have read and understood the terms in this Agreement and agree to them as of the date Attorneys first provided services.

C. Client authorizes Attorneys to turn over any and all information to such persons as in Attorneys' discretion seems appropriate. Client gives Attorneys the power and authority to execute any and all court papers, claims, communications to public officials on Client's behalf, drafts, checks, compromises, dismissals, deposits, orders and other such papers which Client could properly execute, and to receive on Client's behalf any documents, moneys, or other things of value to which Client may be entitled concerning this matter.

6. **Time and Expense Billing.** All legal services rendered on Client's behalf will be billed on a "time and expenses" basis. Legal services may include office consultations, attending meetings, appearances at hearings and other proceedings, telephone conferences, drafting and reviewing correspondence, research, document preparation and review, and paralegal, law clerk and/or technical support services.

A. **Hourly Rates.** Services rendered by Attorneys, paralegals, law clerks and technology specialists are billed based on the number of hours or fractions of hours devoted to the matter at the hourly rate of the employee at that time. Typical hourly rates which may be incurred on Client's behalf are set forth on the attached Fee Schedule which is incorporated herein as if set forth in full. Rates are subject to adjustment not more than once each calendar year; if Client declines to pay any increased rates, Attorneys will have the right to withdraw as attorney for Client.

B. **Billable Time.** It is the policy of the firm to bill in minimum units of one-tenth hours (*i.e.*, six-minute increments). This includes telephone calls and e-mail, even those which take only a few minutes.

When appropriate and consistent with Client's best interests, the attorneys assigned to Client's matter may consult with other attorneys in the firm, and each attorney involved will charge for time expended. Similarly, if more than one attorney attends a meeting, hearing or other proceeding, each will charge for his/her time. Our firm seeks to minimize conferences and meetings involving multiple attorneys. In the event some activity related to Client's matter must occur outside of our office (*e.g.*, meeting, hearing, field research), billable time also includes travel to and from our office.

C. **Costs and Expenses.** In addition to fees for services, Client will be billed for all out-of-pocket costs and expenses. Attorneys may elect, but are not obligated, to incur costs on behalf of Client and seek reimbursement, which Client agrees to promptly reimburse. In some circumstances, Client may be required to pre-pay such costs and certain bills for costs incurred may be forwarded directly to Client for payment, and if forwarded to the Client, Client shall pay those costs and bills within ten (10) days. Typical costs incurred in-house are shown on the attached Cost Schedule which is incorporated by reference as if set forth in full. Types of costs and expenses commonly incurred in the performance of Attorneys' services include, but are not limited to, messenger and other delivery services, investigations, consultants, mileage, parking, outside vendor reproduction, clerical staff overtime, airfare and lodging for out-of-town travel and associated costs, filing fees and other charges assessed by courts and government agencies, third party filing services, process servers, court reporters, and witness fees.

D. Monthly Invoices. Attorneys' fees and costs for each calendar month will be included in an invoice sent at the beginning of the following month. Unless instructed otherwise, monthly invoices will be sent to Client at the address set forth below. Invoices will itemize the specific services provided and costs incurred. Unless Client contacts Attorneys within fifteen (15) days from the invoice date, the invoice will be considered accurate as presented. Therefore, if Client has any questions, please contact the attorney responsible for your account as soon as the invoice is received.

E. Payment for Services. Payments in full are due within thirty (30) days of the monthly invoice date. If an invoice remains unpaid after thirty (30) days, Client's account becomes delinquent. Late charges shall accrue on past due balances at a rate equal to the lesser of ten percent (10%) annually or the maximum allowed under applicable law. In addition, if Client's account becomes delinquent, Attorneys may withdraw from further representation or may require Client to pay a retainer/deposit pursuant to **Paragraph 6**, if not already provided, or may require an increase in Client's retainer/deposit. If Attorneys withdraw from further representing Client (see **Paragraph 10**, below), Attorneys shall apply Client's retainer/deposit, if any, in Attorneys' trust account towards unpaid fees and costs. Client will remain responsible for any fees and costs remaining unpaid after application of Client's retainer/deposit. By signing this Agreement Client consents to Attorneys using Client's retainer/deposit in this manner.

7. No Fixed Fee or Estimate. On occasion, estimates for the expected cost of services are quoted to clients. These are estimates only and do not constitute a fixed fee. It is Attorneys' policy not to perform work on a fixed fee basis unless agreed in advance and in writing. **NO FIXED FEE IS GIVEN FOR THIS RETENTION.** The retainer paid by Client, if any is required, does not constitute an estimate of fees for this assignment. The amount of fees and costs that may be required cannot be guaranteed. Attorneys' efforts and charges will reflect progress in resolving this matter, and may vary depending on unexpected developments, activities of third parties, or Client's new or modified instructions.

Client's Initials: *PW*

8. Termination of Services. Client at all times has the right to terminate Attorneys' services upon written notice. Client shall be responsible for all fees and costs incurred up to the date of the termination. Attorneys at all times have the right to terminate representation in the event that Client fails to cooperate in any way reasonably requested, or fails to timely pay invoices in full as submitted, or if Attorneys determine in our reasonable discretion that it would be unethical or impractical to continue representing Client. If Attorneys are representing Client in a court proceeding, it may be necessary for Client, Attorneys and a successor attorney to execute and file a Substitution of Attorney in court before such termination becomes effective.

9. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held to be legally invalid or unenforceable, the remainder of this Agreement or the application thereof to persons or circumstances other than those as

to which it has been held to be invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable between the parties.

10. **Dispute Resolution.** Attorneys advise Client that Client has the right to have an independent attorney of Client's choice review these arbitration provisions prior to initialing this Paragraph.

A. **Venue.** Venue for any legal action or arbitration between Client and Attorneys arising from or concerning this Agreement shall only be the County of Contra Costa, State of California.

B. **Arbitration Of All Disputes Including Claims Of Malpractice.** Any dispute between the parties (Attorneys and Client) regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in Paragraph 10.C below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person from the Judicial Arbitration and Mediation Services ("JAMS") to hear and determine the dispute under the then-prevailing rules of JAMS. If the parties cannot agree on an arbitrator, then the Superior Court of Contra Costa County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorneys and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with *California Code of Civil Procedure* § 1283.05. The parties shall bear their own legal fees and costs for all claims.

By initialing below, Client and Attorneys confirm that they have read and understand Paragraphs 10.A and 10.B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorneys voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire Agreement, prior to initialing this provision or signing this Agreement.

Client and Attorneys have read this Paragraph 10, including Parts A and B, and understand and agree to the terms therein:

Client's Initials: *FWB*

Attorneys' Initials: *CF*

C. **Mandatory Fee Arbitration.** Notwithstanding Paragraph 11.B above, in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures as set forth in *California Business and Professions Code* §§ 6200-6206, known as the Mandatory Fee Arbitration Act. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the

dispute has arisen, to be bound by the arbitration award. Client and Attorneys agree that any dispute under the Mandatory Fee Arbitration Act shall proceed before the Contra Costa County Bar Association or, should that organization decline to arbitrate the dispute, then before the State Bar of California. The Mandatory Fee Arbitration procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within thirty (30) days after the award is mailed to the parties. If, after receiving a notice of Client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous **Paragraph 11.B**. If either party rejects a non-binding fee arbitration award by timely submission of a request for trial de novo, Attorneys and Client agree that in lieu of a trial de novo in court, the trial after arbitration shall be binding arbitration pursuant to the provisions of **Paragraph 11.B** above.

11. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the provisions of this Agreement.

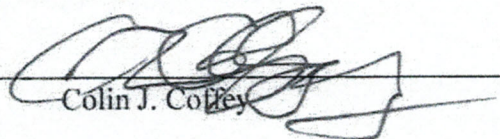
12. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between Client and Attorneys with respect to employment in connection with the above-referenced matter, and this Agreement contains all agreements between Attorneys and Client with respect to this matter. Client, by executing this Agreement, acknowledges that this Agreement is the result of good faith negotiations by and between Client and Attorneys. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by Client and Attorneys.

13. **Counterparts.** This Agreement may be executed in counterparts with the same effect as if all original signatures were placed on one document, all of which together shall be one and the same Agreement. For purposes of this Agreement, a facsimile or scanned (.pdf or .tif file or equivalent) signature shall be considered as the equivalent of a wet ink signature, shall be deemed good and valid acceptance of this Agreement, shall be reasonably relied upon by the Parties, and in counterparts that shall together constitute the Parties' Agreement as if it was one original instrument.

ATTORNEYS:

Dated: 1-5¹⁷, 2016

ARCHER NORRIS,
a Professional Law Corporation

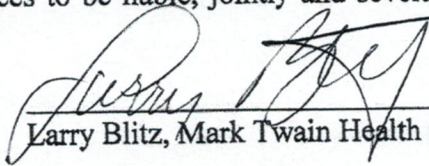
By: 
Colin J. Coffey

CLIENT:

Client agrees to these terms and acknowledges receiving a copy of this Agreement. The undersigned warrants that he/she is authorized to execute this Agreement on behalf of Client, and

Attorneys may rely upon said representation of authority. In the event this Agreement covers multiple parties or clients, each party or client agrees to be liable, jointly and severally, for all obligations of Client under this Agreement.

Dated: April 12, 2016



Larry Blitz, Mark Twain Health Care District

By: Larry Blitz, Interim Executive Director
Address: PO Box 95 768 Mountain Ranch Road
San Andreas, CA 95249

Phone: (209) 754-4468
Fax: (209) 754-2537
E-mail: lblitz@marktwainhealthcaredistrict.org

ARCHER NORRIS
FEE SCHEDULE AS OF December 19, 2016

| | |
|------------------------------------|----------------------------|
| Partner/Special Counsel/Of Counsel | \$ <u>350-300</u> per hour |
| Senior Associate | \$ <u>270.00</u> per hour |
| Associate | \$ <u>230.00</u> per hour |
| Law Clerks | \$ _____ per hour |
| Paralegals | \$ _____ per hour |
| Technology Specialists | \$ _____ per hour |

Personnel Initially Assigned:

| | |
|-------------------|---------------------------|
| Colin Coffey | \$ <u>350.00</u> per hour |
| Noel Caughman | \$ <u>345.00</u> per hour |
| Mike Peterson | \$ <u>345.00</u> per hour |
| Patrice Harper | \$ <u>300.00</u> per hour |
| Miguel P. Prietto | \$ <u>270.00</u> per hour |

These rates may be adjusted not more than once per calendar year.

ARCHER NORRIS
COST SCHEDULE AS OF December 19, 2016

| | | |
|----------------------------|------------------------------|-------------------|
| Facsimile: | Inbound | \$ <u>0</u> /page |
| | Outbound | \$ <u>0</u> /page |
| Standard Computer Research | | \$ <u>0</u> /hour |
| Postage & Delivery: | Standard U.S. Postal Service | \$ <u>0</u> |
| | Special Handling | \$ <u>0</u> |
| Telephone | | \$ <u>0</u> |
| Copying: | Incidental in-house | \$ <u>0</u> /page |
| | Large volume in-house | \$.25/page |
| | Outside service | At Cost |
| Travel (local) | | At IRS Rate |
| Travel (out of area) | | At Cost |
| All other costs incurred: | | At Cost |

These rates may be adjusted not more than once per calendar year.

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