



February 01, 2023

Mr. Robert Begg
V.P. Human Resources
Asante Rogue Regional Medical Center
2825 E Barnett Rd.
Medford, OR 97504

Re: Letter of Engagement/Agreement for Professional Consulting Services

Dear Mr.Begg,

Upon execution, this three-page letter will confirm that Asante Rogue Regional Medical Center, hereinafter, "the client", has retained and engaged the services of ER Experts, Inc., d/b/a Action Resources hereinafter, "Action Resources" or "the consulting firm", for purposes of providing employee relations consulting services under the following terms and conditions:

1. The consulting firm shall be paid a rate of **\$375.00 (Three Hundred Seventy-Five Dollars)**, per hour, per consultant assigned to the case for all services rendered on behalf of the client. Client agrees that Consultant shall be provided with a minimum of 8 (eight) hours of work for each day he/she provides consulting services at the client's facility.
2. The consulting firm shall be paid for all reasonable expenses incurred on the client's behalf including but not limited to airfare, lodging, and car rental expense as well as a meal allowance of \$75.00 (Seventy-Five Dollars) per consultant, per day including travel days. Travel time of 4 (four) hours shall apply when required to visit client's facility and only when it is required to take place on a weekday. Please note that weekend travel time IS NOT subject to this provision.
3. Invoices shall be submitted every Monday covering charges and expenses incurred for the previous week.
4. The client agrees to pay the full invoice balance within 7 (Seven) days from receipt of invoice. A past due late charge of 1 ½ % per month (18% Annually) shall be applied on the unpaid balance.

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5. The parties reserve the right upon written notice to the other, to withdraw from this agreement at any time.
6. In the event that any dispute arises with respect to any of the terms of this agreement, said dispute shall be submitted to final and binding arbitration, pursuant to the rules of the Clark County Bar Association.
7. **Wires or ACH/Direct** Deposits are the preferred methods of payment for all invoices submitted by the consulting firm. Action Resources' bank information is as follows:

Bank Name: JPMorgan Chase Bank National Association
705 S Green Valley Pkwy
Henderson, NV 89052

Account Name: **ER Experts, Inc., d/b/a Action Resources**

Account Number: 675356700

Routing Number: 322271627

Recipient's Address: 1000 N Green Valley Pkwy Ste 440-247

Henderson, NV 89074-6172

8. All payments due by the client shall be made payable only to ER Experts Inc., in the event of payment by check; the payment should be mailed to the following address:
Action Resources
1000 N Green Valley Pkwy Ste 440-247
Henderson, NV 89074-6172
9. Client agrees that no representations written or otherwise have been made as to the outcome of the project.

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10. Client understands and agrees that the Action Resources' consultants are not qualified to give legal advice and as such cannot be relied upon or be held responsible for any legal opinion given to the client. In all instances, the client agrees to consult professional legal counsel before acting upon any legal opinion expressed by any Action Resources consultant.

11. If the above terms and conditions of this agreement are satisfactory to you, please evidence your consent by signing and e-mailing this agreement to Mr. Alex Casillas at admin@voteno.com

We appreciate the opportunity to work with you in the above project and look forward to a satisfactory outcome.

This agreement is entered into this 6th day of February 2023.

By:  Title: VP, Human Resources

By: 
Alex Casillas - President
ER Experts, Inc.
d/b/a Action Resources

