

ADS Consulting, LLC

1011 Sonata Lane

Apollo Beach, FL 33572

Proposal/Contract for: Consulting Services between ADS Consulting, LLC and **Mission Hospital**

Date of Agreement: April 1, 2020

Terms and Conditions: The fee for engaging the consultant, A. Danine Simckes, as a persuader is \$400.00 per consultant per hour with no caps, plus travel, housing, food and reasonable expenses. Upon demand, ADS Consulting, LLC shall provide to Mission Hospital written receipts for reimbursed expenses claimed by ADS Consulting, LLC. There shall be a six-hour minimum fee for any day engaged in onsite work or remote educational services if deemed necessary.

Payment Terms: All fees are due within thirty (30) days of the delivery of invoices for consulting services provided hereunder. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

You further acknowledge that no representation by ADS Consulting, LLC or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company criminal penalties. Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise.

ADS Labor Consulting, LLC represents and warrants that its actions, rendering of services and work product in accordance with this agreement shall comply with all applicable laws, rules and regulations. ADS Labor

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Consulting, LLC represents and warrants that any services provided by ADS Labor Consulting, LLC hereunder will be performed in a first-class, professional manner, with the care, skill and diligence, and in accordance with, the applicable standards currently recognized in ADS Labor Consulting, LLC's applicable profession or industry. ADS Labor Consulting, LLC further represents and warrants that neither it nor any of its current directors, officers, employees, principals or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded by any Federal or State department or agency from doing business with the Federal Government or a State Government.

ADS Labor Consulting, LLC warrants that it is an independent contractor. A. Danine Simckes shall not be deemed for any purpose to be an employee of Mission Hospital. Nor shall Mission Hospital be responsible to ADS Labor Consulting, LLC or A. Danine Simckes for any payroll-related taxes related to the performance of this Agreement.

CONFIDENTIALITY

The parties mutually agree that all aspects of this agreement and any subsequent communications shall be kept between the parties regarding reporting or as otherwise required by law. Furthermore, ADS Consulting, LLC states that it shall not release, share, or disseminate any information in regard to this business agreement or any other information on the operations, trade secrets, business dealings or any other information deemed confidential by Mission Hospital.

ADS Consulting, LLC shall not release any of the Services, the Works, or the Work Products into the public domain without notice and the prior written consent of Mission Hospital in each particular instance.

TERMINATION

This Agreement may be terminated at any time pursuant to the written agreement of ADS Consulting, LLC and Mission Hospital. Additionally, ADS Consulting, LLC or Mission Hospital shall have sole discretion to terminate this Agreement by giving each other a written notice of termination ("Termination Notice").

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Acceptance:

We accept the proposal above and the intervention(s) selected:

ADS Labor Consulting, LLC

Client: Mission Hospital

Andria Danine Simckes

Laurie Haynes, CFO, Mission Hospital

Date: _____

Date: _____