

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT (the "Agreement") is dated this 8th day of June, 2023.**

### CLIENT

Clinton Hospital Authority  
415 Gary Freeway, PO Box 1177  
Clinton, OK 7360  
(the "Client")

### CONSULTANT

Reva Burton  
2151 A Kristy Lane,  
Siloam Springs Ar 72761  
(the "Consultant")

### BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Interim CEO; and
  - CEO job description outlined in HR job descriptions and submitted 6/7/23.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.
3. Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within the term described in in Section 4 and 5 below. Consultant shall commence, carry on and complete the Services with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Services, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

### TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until November 1, 2023, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to November 1, 2023, that Party will be required to provide 30 days' written notice to the other Party..

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USO (US Dollars).

## **COMPENSATION**

7. The Consultant will charge the Client for the Services at the rate of \$2,500.00 per week (the "Compensation").
8. A retainer of \$2,000.00 (the "Retainer") is payable by the Client upon execution of this Agreement.
9. For the remaining amount, the Client will be invoiced every two weeks.
10. Invoices submitted by the Consultant to the Client are due within two days of receipt.

## **REIMBURSEMENT OF EXPENSES**

11. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. The Consultant will only be reimbursed for expenses submitted according to the following guidelines:
  - All pre-approved hospital expenses, equipment, software and contractual agreements for hospital services will be paid by the client and retained by the client. Travel related expenses will not be reimbursed and will be the responsibility of the Consultant.

## **CONFIDENTIALITY**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the

Client.

13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **RETURN OF PROPERTY**

17. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

18. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

#### **WARRANTY**

19. Consultant represents and warrants to the Client that she is qualified and competent to perform the services required. All of the services required hereunder will be performed by Consultant or under its supervision.

#### **AUTONOMY**

20. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

#### **EQUIPMENT**

21. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

#### **NO EXCLUSIVITY**

22. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

#### **NOTICE**

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Clinton Hospital Authority  
415 Gary Freeway, PO Box 1177 Clinton, OK 73601

- b. Reva Burton  
2151 A Kristy Lane, Siloam Springs Ar 72761

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **ADDITIONAL CLAUSE**

24. I originally quoted a weekly rate of 2000.00 per week for consulting services alone. The request for interim CEO came after I verbally agreed to consult for a weekly rate. The interim CEO position carries a significant time investment, expertise and vastly greater responsibility. Invoice was sent 6/7 and should be paid along with retainer prior to any further work performed.

#### **MODIFICATION OF AGREEMENT**

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **TIME OF THE ESSENCE**

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **ASSIGNMENT**

27. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **ENTIRE AGREEMENT**

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **INUREMENT**

29. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **TITLES/HEADINGS**

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GENDER**

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **GOVERNING LAW**

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

State of Oklahoma and shall be litigated in the 2<sup>nd</sup> Judicial District of the State of Oklahoma.

### **SEVERABILITY**

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provision will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **WAIVER**

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

### **MISCELLANEOUS**

35. Capacity: Each party to this agreement represents and warrants to the other as follows:
- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
  - B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
  - C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
  - D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
  - E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
  - F. That each party represents and warrants to the other that, to the best of its knowledge,

there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

36. Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

37. Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 8th day of June, 2023.

Clinton Hospital Authority  
Per: Robert Johnston (Seal)

Officer's Name:  
Robert Johnston, Manager

Reva Burton

Reva Burton