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FILED FOR RECORD
at 1:30 o'clock P M

SEP 14 2021

WORK ORDER A-1

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

August 27, 2021

Honorable Bobby Stovall
County Judge
Hunt County, Texas
2507 Lee Street | Suite 1
Greenville, TX 75401

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service®**

This order is placed under Federal Supply Schedule number 47QRAA19D009D according to GSA policy that authorizes state, local, territorial, and tribal governments, as authorized users for purchasing goods and services, when expending federal grant funds in response to Public Health Emergencies (PHEs) declared by the Secretary of Health and Human Services, under section 319 of the Public Health Services Act.

This Work Order (or "contract") is made pursuant to a Master Services Agreement (the "Agreement") dated August 27, 2021, by and between Hunt County ("Client") and **BKD, LLP** ("BKD"). This Work Order shall pertain to Work performed by BKD for Client.

In addition to the terms set forth in this Work Order, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Schedule A – Third-Party Submission

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Phase 1 - Grant Management and Compliance Services, which includes the evaluation, planning, design, and set up of projects approved in the final spending plan. Additional phases will be governed by subsequent Work Orders.

Engagement Fees

Our professional fees for Phase 1 not-to-exceed fee of \$49,500.00 through December 31, 2021. Our fees will be based on time expended at the following hourly rates.

Partner/Managing Director	\$400.00
Director	\$280.00
Senior Manager	\$230.00

Manager	\$220.00
Staff	\$170.00
Project Support	\$100.00

In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Please be aware that changes in guidance, rules or regulations, changes in master spending plan, changes in management decisions, etc., can result in the need to revisit work already performed. Any rework performed by BKD will be charged at our above hourly rates.

Assistance from Client personnel is expected to include:

- Responding to our inquiries
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted
- Clear decision making on the master spending plan

The above fees and related travel time and administrative fees will be billed and are due on the same terms as those in the Agreement. We will issue monthly progress billings during the course of our engagement.

Contract Agreement

The term of the Work provided under this Work Order shall commence on the date of this contract and shall expire on completion of the deliverables.

This Work Order serves as an addendum to the Agreement and serves to clarify BKD's understanding of the Work desired by Client, but does not modify any other rights, restrictions, or agreements contained in the Agreement.

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

BKD, LLP

Acknowledged and agreed to as it relates to the entire contract, including the Scope of Services, Schedule A, and the original Agreement, on behalf of Hunt County.

BY 
Honorable Bobby Stovall, County Judge

DATE September 14, 2021

Scope of Services

The following apply for all services:

- Additional Costs Related to COVID-19** Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended.
- Limitations & Fraud** Our work does not include any services not specifically outlined in this Work Order.
- No Financial Statement Services** This engagement is not intended to be an audit, review, compilation, or preparation of financial statements in accordance with standards issued by the American Institute of Certified Public Accountants. Accordingly, our firm name should not be associated with your internal financial statements.
- Value-Added Services** At your request, other value-added services can be provided and related fees will be separately quoted.
- Third-Party Submissions** This engagement will include the submission of documentation to one or more third parties as documented on **Schedule A** of this contract. We will not make submissions to any other third parties on your behalf unless we are separately engaged to do so. You acknowledge that subsequent submissions made by **BKD, LLP** related to the services described in this contract are covered under the terms of this contract and that by signing this contract you give permission for all such submissions. We will notify you when subsequent submissions are made on your behalf.
- The timely submission of this information is your responsibility. In addition, you will review a draft(s) of the submission and agree that you are solely responsible for approving the final version prior to release. Any penalties or fines as a result of a late submission are your responsibility.

Grant Management and Compliance Services

In connection with grant management and compliance services, we make no representation or warranty that our services will disclose all instances of noncompliance with grant or donor restrictions, noncompliance with federal, state, local, or other governmental regulations or noncompliance with Client's policies or procedures. Moreover, we cannot guarantee that you will not have these issues in the future.

You acknowledge that (i) because of the limits in any internal control structure, waste and/or abuse of expenditures may occur and not be detected, (ii) procedures could become inadequate in the future because of changes in conditions or deterioration in design or operation and (iii) two or more people may also circumvent controls, or management may override a system. The Work performed by BKD is not designed to prevent or discover all instances of waste or abuse, and you agree that we have no such responsibility.

Neither our services nor our reports or other deliverables shall in any way guarantee that Client will not have an instance of noncompliance even if all of our recommendations are implemented by you. While our services and reports/deliverables may contain findings, recommendations, and identify potential noncompliance issues, management is responsible for the overall compliance of Client's grants.

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Schedule A – Third-Party Submission

Please list below any third party that you authorize **BKD, LLP** to submit or share documentation related to this engagement, if any, including confidential or privileged information.

Eligibility compliance information

Documentation to Be Submitted _____

Documentation to Be Submitted _____

Prospective software providers

Name _____

Name _____

Firm Name _____

Firm Name _____

Relationship _____

Relationship _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone Number _____

Phone Number _____

Documentation to Be Submitted _____

Documentation to Be Submitted _____

Name _____

Name _____

Firm Name _____

Firm Name _____

Relationship _____

Relationship _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone Number _____

Phone Number _____

Date _____

Client Initials

August 27, 2021

Honorable Bobby Stovall
County Judge
Hunt County, Texas
2507 Lee Street | Suite 1
Greenville, TX 75401

We appreciate your selection of **BKD, LLP** ("BKD") as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service**[®].

This order is placed under Federal Supply Schedule number 47QRAA19D009D according to GSA policy that authorizes state, local, territorial, and tribal governments, as authorized users for purchasing goods and services, when expending federal grant funds in response to Public Health Emergencies (PHEs) declared by the Secretary of Health and Human Services, under section 319 of the Public Health Services Act.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Work Orders
- Terms and Conditions Addendum

Master Services Agreement

This Master Services Agreement (the "Agreement" or "contract") is designed to provide a framework for the working relationship between BKD and Hunt County, Texas ("Client"). Specifics regarding the scope and pricing of our services will be provided in work orders ("Work Orders"). Each Work Order and the services to be provided hereunder are referred to as "the Work." Services that the Client may request will be defined in detail in a Work Order. Upon execution, the Work Order A-1 shall serve as the first Work Order entered into pursuant to this Agreement, and each additional Work Order entered into pursuant to this Agreement will be indexed as A-2, A-3, etc., and will be considered addenda to this Agreement. All Work Orders are subject to the terms of this Agreement unless otherwise specified in a given Work Order.

The Client agrees to provide written approval of Work Order(s) and workplan(s) prior to BKD proceeding to deliver the Work. Delays in approval could result in delays in the provision of services provided in connection with the Work and, in turn, project delays. We shall not be authorized to perform any services

for the Client unless, and until, a written Work Order has been agreed on and signed by both parties. The Client authorizes Honorable Bobby Stovall, County Judge, to approve and sign Work Orders.

Engagement Fees

Fees for our services are based primarily on the complexity of the Work undertaken and the amount of time required to perform it. Based on our understanding of the Client's needs and its past experience, we will estimate the time and level of expertise required for each Work Order in order to arrive at fee estimates. All fees will be quoted and billed in U.S. dollars.

Fee estimates contained in Work Order(s) are based upon anticipated cooperation from the Client's personnel, including the Client's fulfillment of the responsibilities outlined in the section of this Agreement entitled "Scope of Services."

Efforts required to complete certain elements of the Work can vary widely due to the nature of the task, the skill level required and the availability of Client resources. Our involvement will be limited to the time defined in a Work Order. If, during the course of the Work, additional time is required by us to complete the Work due to changes in or addition to the scope of the Work, we will notify the Client and issue an additional Work Order to cover the additional time. The Client agrees to review and approve such additional Work Orders if the Client desires us to provide the additional service. Delays in the Client's approval may result in significant project delays.

In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

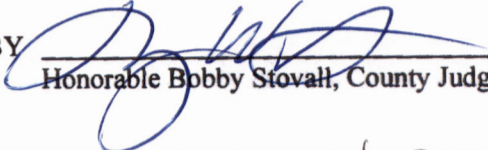
This Agreement will be in force for a term of three (3) years from the date of the Agreement or six (6) months following the completion of work under an agreed-upon Work Order pursuant to this Agreement, whichever is longer. Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

BKD, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, HIPAA Business Associate Agreement, Work Orders, and Terms and Conditions Addendum**, on behalf of Hunt County.

BY 

Honorable Bobby Stovall, County Judge

DATE September 14, 2021

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Scope of Services

We will provide services as detailed in the Work Orders issued to you.

The Work will not include our opinion with respect to the effectiveness of your internal controls or the degree of compliance with policies and procedures or applicable laws and/or regulations.

The Work may be performed on a test basis and cannot be relied upon to detect all errors, financial statement misstatements (including those caused by fraud or error), violations of laws, regulations, or company policy. However, we will inform you of any such matters, if material, that come to our attention. Management is responsible for notifying us of changes in policies and procedures that may affect or necessitate a re-evaluation of compliance. In addition, management is responsible for advising us of any adverse communications with its regulators or other third parties, including its legal counsel, which may affect compliance with policies, procedures, laws or regulations.

We will perform the Work to selected records and transactions of your business. These procedures are set forth in the Work Order, which is incorporated as part of this agreement. Management has sole responsibility for the sufficiency of the procedures.

Communications from us, including reports, are solely for the use of the Client. Such communications are not intended to be, and should not be, referred to, distributed, or used by anyone else. We will not update any communications or disclose any event or circumstance after the date of communication.

The following apply for these services:

**Our
Responsibilities**

We will not make management decisions or perform management responsibilities, the responsibility for which remains with you. We will also not perform any of your obligations, nor are we responsible for managing operations of the business.

We will use and rely on information furnished by you, your employees and representatives and on information available from generally recognized public sources. We are not responsible for the accuracy and completeness of the information and are not responsible to investigate or verify it.

**Limitations &
Fraud**

Our Work is not designed to prevent or discover all errors, misrepresentations, fraud or illegal acts, and you agree that we have no such responsibility.

You accept that procedures under Work Orders are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations, or any other form of noncompliance or theft caused by current or former employees, directors, owners, or third parties.

Because of the limits in any internal control structure, errors, fraud, illegal acts, or instances of noncompliance may occur and not be detected. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

Our work does not include any services not specifically outlined in this Agreement and subsequent Work Orders.

Opinion

We have not been engaged to perform an audit, an examination of internal controls, or other attestation or review services, and will not otherwise verify the information we obtain. Accordingly, we will not express an opinion or any other form of assurance on any financial or other information, or operating and internal controls of the Client.

Your Responsibilities

Management acknowledges and understands their responsibility for the following:

- Providing us with:
 - The necessary information to complete the Work Order
 - Access to personnel to assist in performing our services
- Notifying us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as accountants to review information contained in electronic sites

A list of information and assistance that management will need to provide will be supplied by us prior to the beginning of our engagement.

Your failure to fulfill this responsibility in a timely manner may impair our ability to provide service.

Supplementary Spreadsheets

During the course of our work, we may provide you with spreadsheet models designed using Microsoft Excel. With regard to the use of these models, you agree:

- The model is for your exclusive use and may not be copied or modified for use by any other party without the permission of BKD, LLP
- There are no warranties or support agreements pertaining to the models. You agree to assume responsibility for the appropriateness of the spreadsheet design and any existing assumptions related to input. You understand that errors may occur due to unknown programming errors (bugs), intentional or unintentional modifications to the model, operator error, data inaccuracy or use other than as intended. We are not responsible for model malfunction resulting from these or other errors
- Not to remove, delete, or obscure any trademarks or any copyright notices provided on or with the models; including any copy thereof

Closing Letter

Upon completion of the Work related to a Work Order, we may submit to you a letter documenting the completion of our Work pursuant to the Work Order. You

agree to notify us in writing if you believe the Work requirements have not been met as outlined in the Work Order.

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HIPAA Business Associate Agreement

We agree not to use or disclose Protected Health Information ("PHI") obtained or produced in any form of media during the course of our work in a manner prohibited by the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA"), as amended. We may use or disclose PHI for purposes of (a) performing our engagement, (b) management and administration of BKD, or (c) carrying out legal responsibilities of BKD. We will not further disclose information except as permitted or required by this contract or as required by law. When using or disclosing PHI in relation to this engagement, we will limit disclosures as required by HIPAA. We will not use PHI in any marketing activities in a manner that would violate HIPAA. We represent to you that we have implemented what we consider to be appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI as required for us as a business associate to comply with HIPAA.

With respect to your PHI, we will report to you any breach (as defined in 45 CFR 164.402), material security incident, or use or disclosure not authorized by this agreement and, to the extent practical, assist you in mitigating any harmful effects caused by breaches, material security incidents, or unauthorized uses or disclosures of which we become aware. To assist you in fulfilling your responsibility to notify impacted individuals and others of a breach involving unsecured PHI (as required under 45 CFR 164.400 et seq.), in this report we will identify to you, to the extent reasonably possible:

1. Each individual whose unsecured PHI was subject to the breach.
2. Any other available information you are required to include in your notification to such individual(s) or others under 45 CFR 164.404(c).

We agree that any material violation of these confidentiality provisions by us entitles you to terminate this engagement. Similarly, if we become aware of a violation of HIPAA by you that cannot be or is not timely cured, we may be obligated to terminate this engagement.

BKD agrees to:

1. Upon their request, make available to the Secretary of Health and Human Services (HHS) our internal practices and books and records relating to the use and disclosure of PHI for purposes of determining your compliance with the Security and Privacy Rule, subject to any applicable legal privileges.
2. Make available information necessary for you to make an accounting of disclosures of PHI about an individual.
3. To the extent we maintain information that is part of a Designated Record Set, make available information necessary for you to respond to requests by individuals for access to PHI that is not in your possession but is considered part of a Designated Record Set.
4. Upon receipt of a written request from you, incorporate any amendments or corrections to PHI contained in our workpapers in accordance with the Security and Privacy Rule to the extent such PHI is considered part of a Designated Record Set.

For purposes of this agreement, the term "Security and Privacy Rule" refers to the final rules published to implement the Administrative Simplification provisions of the *Health Insurance Portability and Accountability Act of 1996*, specifically 45 CFR Parts 160 and 164. The terms "Protected Health

Information” and “Designated Record Set” have the same meaning as defined in the Security and Privacy Rule.

At the conclusion or termination of this engagement, any PHI retained by us will be subject to the same safeguards as for active engagements.

We will obtain from any agents, including subcontractors, to whom we provide PHI received from you, or created or received by us on behalf of you, an agreement to the same restrictions and conditions that apply to us with respect to such PHI.

To the extent that any relevant provision of HIPAA is eliminated or held to be invalid by a court of competent jurisdiction, the corresponding portion of this agreement shall be deemed of no force and effect for any purpose. To the extent that any relevant provision of HIPAA is materially amended in a manner that changes the obligations of business associates or covered entities that are embodied in term(s) of this engagement, the Parties agree to negotiate in good faith appropriate amendment(s) to this engagement to give effect to such revised obligations. In addition, the terms of this engagement should be construed in light of any interpretation and/or guidance on HIPAA issued by HHS from time to time.

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BKD, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes BKD, LLP's standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and BKD, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to BKD, LLP ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** You agree to indemnify, defend, and hold harmless BKD and any of its partners, principals, shareholders, officers, directors, members, employees, agents, or assigns with respect to any and all claims arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, except to the extent caused by the intentional or willful misconduct of BKD. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
9. **Limitation of Liability.** You agree that BKD's liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.
11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the

parties' successors and assigns, subject to applicable laws and regulations.

- 12. Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

- 13. Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, i.e., BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
- 14. BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.
- 15. Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.
- 16. Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

- 17. U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such

registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

- 18. BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by BKD.

TECHNOLOGY

- 19. Electronic Sites.** You agree to notify Us if You desire to place Our report(s), along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
- 20. Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
- 21. Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

22. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.
23. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times.
24. **Hiring of BKD Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to BKD personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after BKD stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You.
25. **Use of BKD Name.** Any time You intend to reference BKD's firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. BKD is not connected, however, by ownership with any other firm using the name "Praxity." BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of BKD, LLP have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda, encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD.
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control.