

## CONSULTING AND CONFIDENTIALITY AGREEMENT 2022

This CONSULTING AND CONFIDENTIALITY AGREEMENT is entered into as of the (DATE) between ORGANIZATION ("Company") and Ingram Screening LLC, ("Consultant").

### TERMS

1. **ENGAGEMENT.** The Company hereby engages the Consultant in an advisory capacity and the Consultant hereby accepts such engagement, upon the terms and conditions set forth in this Agreement.

2. **TERM.** The term of this Agreement shall commence on DATE and shall terminate on DATE (the "Term").

3. **DUTIES.** Upon reasonable request, the Consultant shall provide the following:

- Initial Research of COMPANY – 2 hours
- Meeting, in-person or virtual – 1 hour
- Intake Form completion – 1 hour
- 30 screening-specific questions and answers template with best practices – 5 hours
- Assessment of screening specific questions and answers template – 1 hour
- Creation of Policy & Procedures Manual – 2 hours
- Follow-up as necessary 1-2 hours
- \*A maximum of 15 hours over the course of the contract

In the event the Company decides to implement strategies or make business decisions based on any opinions, advice or assistance of Consultant, the Company does so at its own risk and without any recourse against the Consultant for any opinions, advice or assistance given. During the Term, the Consultant shall reach reasonable agreement from time-to-time with the Company's CEO/ED/MANAGER as to the amount of time that shall be allocated by Consultant for the Company's benefit, it being the intention of the parties that this consulting arrangement not interfere with Consultant's ability to undertake other full time employment or pursue other full time business opportunities not involving the Company, nor to restrict Consultant's ability to travel or relocate his personal residence.

4. **INDEPENDENT CONTRACTOR.** a. The relationship of the Consultant to the Company shall be that of an independent contractor, and neither this Agreement nor any conduct hereunder shall be deemed to create a relationship of employer-employee, partnership, joint venture or any other common enterprise. Consultant shall be responsible for payment of all taxes including Federal, State and Local taxes arising out of Consultant's activities in accordance with this Agreement. b. The Consultant shall have no authority to bind the Company to, or assume, enter into, or act on behalf of the Company for, any obligation, agreement or act.

5. **FEES AND EXPENSES.** a. During the Term of this Agreement, as compensation for all services rendered by the Consultant, the Company shall pay to Consultant a fee equal to \$100 per hour billed in 15 minute increments payable as follows: AMOUNT per month payable on the last day of each month beginning DATE, and continuing each month thereafter through DATE, to be paid by Company check or direct deposit in a timely manner. During the term of this Agreement,

the Company shall reimburse Consultant for all business expenses reasonably incurred by the Consultant in the performance of services hereunder provided that such business expenses were approved in writing by the Company. Consultant will submit to the Company a written accounting or itemized invoice no more frequently than monthly. The Company agrees to reimburse Consultant for such expenses within fifteen (30) business days of receipt of each such expense accounting.

6. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Confidential Information shall be held by the Consultant in the strictest confidence and shall not, without the prior written consent of the Company, be disclosed to any person other than in connection with Consultant's assigned projects and activities hereunder.

14. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal or unenforceable, in whole or in part, such invalidity shall not affect any otherwise valid provision, and all other valid provisions shall remain in full force and effect.

25. EXECUTION OF AGREEMENT. In addition to executing this Agreement below, the parties hereto shall both initial this Agreement and, in the event either party makes any marked up changes hereto, both parties shall initial each such change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COMPANY:

By: \_\_\_\_\_ Date:

CONSULTANT:

By: Lynn Ingram McFarland, MBA, PMH-C \_\_\_\_\_ Date: