

ENGAGEMENT AGREEMENT

This Agreement is entered into by and between **FELDESMAN TUCKER LEIFER FIDELL LLP** (hereinafter referred to as "Attorneys") and _____ (hereinafter referred to as "Client").

1. **SCOPE OF REPRESENTATION.** Client authorizes Attorneys to review their CY2023 deeming application for compliance with statutory and regulatory requirements and the expectations of HRSA Program Assistance Letter 2022-01 *Calendar Year 2023 Requirements for Federal Tort Claims Act (FTCA) Coverage for Health Centers and Their Covered Individuals*. Attorneys will provide recommendations for changes in any areas of potential non-compliance. Additional work, such as drafting policies or procedures where necessary can be provided at an additional charge.

Client acknowledges that Attorneys will not be responsible for advising Client regarding State law issues that may arise; Attorneys will coordinate their efforts with Client's local counsel, as may be appropriate.

2. **FEES.** Client will pay Attorneys a flat fee of Thirty-Five Hundred Dollars (\$3,500.00).

3. **EXPENSES.** All out of pocket expenses incurred by attorneys including copying, long-distance telephone calls, postage, facsimile transmissions, computerized legal research, messenger service including travel and transportation are included in the flat fee and will not be billed separately.

4. **BILLING, PAYMENT AND INTEREST.** Attorneys will bill the flat rate which shall include all time expended on Client's matter and all travel and transportation expenses. Attorneys shall render a monthly invoice showing the flat rate fee. Invoices setting forth outstanding amounts after crediting such fees and expenses against Client's advance shall be due and owing immediately upon receipt. Client shall pay outstanding amounts set forth on the invoice within thirty (30) days of the invoice date. Interest shall accrue on any unpaid amount at the rate of one percent (1%) per month beginning sixty days (60) days after the invoice date. All payments made shall be applied first to accrued interest, if any, then to the oldest unpaid invoice (or any portion thereof), and then to later invoices until Client's

account is current (or in such other order of application as Attorneys may elect). Client understands that the imposition of interest for late payment shall not be construed as tacit acknowledgment that late payment is acceptable.

5. **FEE DISPUTES.** Client must notify Attorneys in writing of objections, if any, to an invoice within thirty (30) days of receipt of the bill or the invoice will be deemed proper and accepted by Client. Amounts in dispute shall not accrue interest. It is further agreed that, in the event the Attorney's invoices are not paid, Client will be responsible for all legal fees reasonably expended to collect amounts owed to Attorneys.

6. **NO REPRESENTATIONS OR GUARANTEES.** Attorneys can make no accurate representations as to the time that will be required, the total fee that will be charged, or the expenses that will be incurred. Attorneys may express an opinion as to the total time the matter may involve or the total fee to be charged or the outcome of the matter, but it is clearly understood that any such expressions represent only their best estimate at the time. Any such opinions are not intended to and will not operate as binding estimates, promises, or guarantees.

7. **ETHICAL CONSIDERATIONS.** Attorneys affirm that, to the best of their knowledge, their involvement in this engagement does not result in a conflict of interest with any party or entity. Attorneys agree that, should any conflict or potential conflict of interest become known to Attorneys, Attorneys will immediately notify Client of the conflict or potential conflict, specifying the part of this engagement that gives rise to the conflict or potential conflict, and will advise the Client whether Attorneys will or will not resign from the other engagement.

In addition, Client acknowledges that Attorneys routinely advise and represent health centers, behavioral health providers, and other clients, as well as the National Association of Community Health Centers, Inc. Client hereby agrees that such representation shall not be considered to be a conflict of interest requiring a report to Client under this Agreement. Moreover, nothing in this Agreement shall preclude Attorneys from representing individual health care providers, government entities, or associations, groups or networks comprised of any such providers or entities in matters in which the Client may have an interest, provided that the representation in such matters does not directly conflict with Attorneys' representation in Client's matter.

8. **ATTORNEY WORK PRODUCT RESTRICTION.** The Client agrees that it will not permit the Attorney's work product prepared pursuant to this Agreement to be used by the Client, other organizations or individuals as a template or in any way other than specifically for the purpose of handling the matter, as described in paragraph 1 of this Agreement, unless Attorneys otherwise agree.

9. **WAIVER AND SEVERABILITY.** The parties agree that any failure by either party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of any such breach or of such provision. If any provision of this Agreement is held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules of professional conduct, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of this Agreement.

10. **AMENDMENTS.** There are no other Agreements or understandings of any nature whatsoever, oral or written, between Client and Attorneys regarding the subject matter of this Agreement. This Agreement may be amended only in writing and only if such amendment is signed by both Attorneys and Client. Any changes to Attorneys' hourly billing rates in subsequent calendar years will be handled as set forth in paragraph 2 and shall not be subject to the requirements of this paragraph.

11. **TERMINATION.** Either party may terminate this Agreement at any time by written notice to the other, and Attorneys' representation shall cease upon receipt of such notice unless the notice states otherwise. Attorneys shall be entitled to payment in full for the fees associated with the time spent and costs incurred up to and including the date written notice of termination is received or the effective date of termination, whichever is later. Client understands that if a reasonable arrangement for payment of any outstanding bill is not made within sixty (60) days of the invoice's payment due date, Attorneys may, in their discretion, exercise the right to withdraw from representation of Client upon reasonable and proper notice, even though the matter may still be ongoing.

12. **DULY AUTHORIZED REPRESENTATIVES.** To the extent that authorization of Client is required by, or is appropriate under, this Agreement, such authorization may be given by _____, Chief Executive Officer, or by such other person as _____ may designate in writing, and any such authorization will be binding upon Client.

SIGNATURE AND EFFECTIVE DATE

By their signatures below, Client and Attorneys certify that they have read this Agreement, that they agree to its terms and conditions and that they are authorized to enter into agreements such as this one. This Agreement shall become effective on the signature date of the party last signing.

**FELDESMAN TUCKER LEIFER
FIDELL LLP**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE