

**SECOND AMENDMENT TO TULARE LOCAL
HEALTHCARE DISTRICT
CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT**

This SECOND AMENDMENT TO TULARE LOCAL HEALTHCARE DISTRICT CHIEF EXECUTIVE OFFICER AGREEMENT (this “Second Amendment”), made effective January 1, 2026 (the “Effective Date”), is made and entered by and between RANDY DODD (“Executive”) and Tulare Local Healthcare District (“TLHD”), each occasionally being referred to herein as a “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, Executive and TLHD entered into the Tulare Local Healthcare District Chief Executive Officer Agreement dated February 27, 2023, (the “Employment Agreement”) which Employment Agreement is incorporated herein by reference and made a part hereof;

WHEREAS, the Parties did, by that First Amendment to the Tulare Local Healthcare District Chief Executive Officer Agreement, made effective January 1, 2024, modify certain terms and conditions contained in the Employment Agreement;

WHEREAS, each Party desires that the employment relationship between Executive and TLHD continue unchanged, except as set forth in this Second Amendment;

WHEREAS, neither Party has provided notice pursuant Article 3 of the Employment Agreement to terminate the Executive’s employment by TLHD; and

WHEREAS, based on good faith negotiations between Executive and TLHD, the Parties desire to further amend the Employment Agreement in accordance with the terms and conditions set forth in this Second Amendment;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions set forth herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

AGREEMENT

A. Recitals. The above introductory paragraph identifying the Parties, and the provisions under “Recitals,” are incorporated herein by reference and are made a part of the terms of this Second Amendment.

B. Incorporation/Ongoing Authority. All terms and conditions of the Employment Agreement, except as expressly contradicted by this Second Amendment, as modified by the First Amendment, are incorporated in and shall be terms and conditions of this Second Amendment. Except as specifically modified hereby, this Second Amendment restates and reaffirms the terms

of the Employment Agreement, as previously amended, and the Employment Agreement shall remain in full force and effect.

C. Definitions. All capitalized terms in this Second Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Employment Agreement.

D. Amendments to the Employment Agreement. Article 2, as may have been previously amended, of the Employment Agreement is hereby replaced in its entirety with the following:

“2. COMPENSATION AND BENEFITS

a. Compensation. Executive will perform in a bona fide executive capacity and is therefore classified as exempt under both state and federal law. While employed, subject to the right of the Board modify for good cause shown upon action taken during any duly noticed meeting, TLHD shall pay to Executive the total of the Base Pay, Deferred Compensation and Health Plan, as follows:

i. Salary. TLHD shall pay Executive a base salary at the gross payment annual rate of **\$263,937.70** (“Base Pay”), retroactive to July 1, 2025, which Base Pay shall be subject to an annual cost of living increase(s) equal to any such increase(s) applied generally to TLHD’s other employees, calculated annually on July 1st and applied to the Base Pay amount then in effect. Base Pay shall be paid to Executive subject to applicable withholdings under federal, state and local law, payable in bi-weekly installments in accordance with TLHD’s usual payroll practices, which may be subject to change from time to time.

ii. TLHD-Sponsored Retirement Plan. Executive is entitled to participate in any deferred compensation/retirement program sponsored by TLHD, as may be modified from time to time, in accordance with TLHD’s policies thereon (the “Deferred Compensation”), and shall receive a three percent (3%) matching contribution by TLHD thereon, or such other rate as the Board shall determine, which contribution shall be applied retroactively to January 1, 2025 and on a going forward basis.

iii. Health Benefits. Executive shall be entitled to participate in any TLHD-sponsored group health plan upon the terms and conditions of said plan (including deductions from Executive’s payroll for said benefits) (the “Health Plan”). Executive shall additionally be entitled to participate in any other benefit plans, practices and programs maintained by TLHD (the “Employee Benefit Plans”), as may be in effect from time to time, to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans, unless as otherwise stated herein. TLHD reserves the right to amend or cancel any Health Plan and/or Employee Benefit Plans on a prospective basis at any time in its sole discretion, subject to the terms of such Health Plan and/or Employee Benefit Plans and applicable law.

b. Paid Vacation. Executive shall accrue four weeks (totaling 160 hours) of paid vacation leave annually, commencing on the date Executive began serving as CEO of TLHD, notwithstanding the Effective Date of this Agreement. Any vacation accrued but unused at the end

of a given year will be carried forward into the next calendar year; *provided that* the maximum total accrual for vacation benefits is 320 hours (“accrual cap”). Once the accrual cap has been reached, Executive will stop accruing vacation hours until some vacation time is used and the balance drops below the accrual cap, at which time, vacation will accrue again. Vacation benefits will accrue and vest based on a 40-hour workweek.

c. Long-Term Disability. No long-term disability benefit, including, without limitation, any payment by TLHD for or towards a long-term disability policy for the benefit of Executive, is available under this Agreement.

d. Term Life Insurance. No term life insurance benefit, including, without limitation, any payment by TLHD for or towards a term life insurance policy for the benefit of Executive, is available under this Agreement.

e. Holidays. Executive is entitled to take the following holidays off each year:

- i. New Year’s Day
- ii. Birthday of Martin Luther King, Jr.
- iii. Washington’s Birthday
- iv. Memorial Day
- v. Independence Day
- vi. Labor Day
- vii. Christmas Day
- viii. Veteran’s Day
- ix. Thanksgiving Day
- x. Friday after Thanksgiving

f. Paid Sick Leave. Executive is entitled to accrue and use three (3) days (totaling 24 hours) of paid sick leave each year in compliance with Labor Code section 245 *et seq.*, in accordance with TLHD’s policies thereon. Any banked and unused sick leave, subject to any limitations set forth in Labor Code section 245 *et seq.*, may be accumulated and carried to successive employment years without limitation and total number of sick leave hours accrued; *provided that*, in no event shall accrued but unused sick leave hours be payable to Executive upon termination of the Employment Term.

g. Bereavement Leave. Executive is entitled take five (5) days of bereavement leave in compliance with Government Code section 12945.7, in accordance with TLHD’s policies thereon.

h. Business Expenses. Executive shall be entitled to reimbursement for all reasonably necessary out-of-pocket business and business-related travel expenses incurred by Executive in connection with the performance of his duties under this Agreement, subject to Board approval. In order to be reimbursed, Executive must adhere to TLHD’s reimbursement policies and procedures.

i. Laptop and Mobile Phone. TLHD shall provide Executive with a laptop and mobile phone for use in conducting the business of TLHD, subject to Board approval. These resources are TLHD property, and must be returned to TLHD upon termination of Executive's employment with TLHD."

E. No Course of Conduct. Each Party's execution and delivery of, or acceptance of, this Second Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future.

F. Waiver. Except as explicitly stated herein, nothing contained in this Second Amendment will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms provisions, or conditions contained in the Employment Agreement.

G. Governing Law/Venue. This Second Amendment shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of California. The venue for any judicial proceeding brought by either Party with regard to any provision of or obligation arising under this Second Amendment shall be in Tulare, California.

H. Entire Agreement. This Second Amendment constitutes the final, complete and exclusive statement between the Parties pertaining to the subject matter hereof, supersedes all prior and contemporaneous understandings or agreements of the Parties, and is binding on and inures to the benefit of their respective representatives, successors and assigns. No Party has been induced to enter into this Second Amendment by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Second Amendment. Any agreement made after the date this Second Amendment is fully executed is ineffective to modify, waive, or terminate this Second Amendment, in whole or in part, unless that agreement is in writing, is signed by the Parties, and specifically states that agreement modifies this Second Amendment.

I. Construction of Second Amendment. The terms of this Second Amendment have been negotiated by the Parties and the language used in this Second Amendment shall be deemed to be the language chosen by the Parties to express their mutual intent. This Second Amendment shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Second Amendment. No rule of strict construction will be applied against any person or Party.

J. Severability. If any term or provision of this Second Amendment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Second Amendment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Second Amendment.

K. Counterparts. This Second Amendment and all documents in relation thereto may be executed in multiple counterparts (including copies sent to a party by facsimile or other

electronic transmission, including, but not limited to, pdf attachment) each of which shall be deemed an original, all of which together, shall constitute one in the same instrument.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have executed this Second Amendment on the date specified below their respective signatures.

EXECUTIVE:

RANDY DODD

Date: January 28, 2026

TULARE LOCAL HEALTHCARE DISTRICT:

By: KEVIN NORTHCRAFT, President

Date: January 28, 2026