



HMD
CONSULTING
SERVICES

April 1, 2024

David Irizarry, CEO

Valley Regional Medical Center
100 E Alton Gloor Blvd
Brownsville, TX 78526

Privileged and Confidential

LETTER OF ENGAGEMENT

Dear Mr. Irizarry,

This letter confirms that **HMD Consulting Services, Inc.** “HMD” will represent Valley Regional Medical Center’s interests relative to employee labor relations matters.

HMD Consulting Services, Inc. appreciates the opportunity to provide such representation and has accepted this assignment based on the following criteria:

Scope of Work: Assist organization with their NLRB petition. Activities include, but are not limited to:

- Provide information to voters on NLRB petition.
- Provide coaching, training, and support to leadership as needed.
- Development of campaign messages.

Fee Structure: Fees charged for general consulting and other HMD services are [REDACTED]
[REDACTED] Charges are made in quarter-hour (.25) increments. Clients are billed at cost for reasonable and customary expenses incurred for travel, telephone communications, postage, facsimiles, computer processing, reproduction, and the like.

Payment Terms: Invoices will be sent on a bi-weekly basis. All fees are due upon delivery of the consulting services and are non-refundable. Consulting costs and expenses incurred by the consultant will be billed to you, and you agree to pay those invoices upon receipt and to settle those statements within 30 days. All fees are non-refundable.

The Letter of Engagement (LOE) must be signed prior to the commencement of work.

We are aware that some organizations/companies require a “**Purchase Order**” to be established before any payments for invoices can be processed. If your organization has this requirement, please have your purchasing department contact our office to obtain any required information or documentation to complete your Purchase Order process. If your company does not contact us for this information, we will assume that your organization does not require a Purchase Order and prompt payments will be made on all invoices presented to your organization for our services.



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Any estimate of anticipated fees that we provide at the request of Valley Regional Medical Center whether for budgeting purposes or otherwise, is only an approximation of potential fees due. Under no circumstances are such estimated costs to be viewed as a maximum or minimum fee quotation.

Confidentiality: We agree to take reasonable measures to maintain the confidentiality of non-public, confidential, and proprietary information received hereunder and which is designated by you or HMD as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to Valley Regional Medical Center.

No Guaranteed Outcome: Union organizing drives by nature are volatile and unpredictable. While HMD will make every effort to achieve a positive outcome in this matter for Valley Regional Medical, HMD makes no guarantees or representations as to same. Likewise, HMD will not be held responsible for a negative outcome or election lost in any way.

Termination of Services: You shall, always, have the right to terminate our services upon written notice to that effect. In addition, we shall, always, have the right to terminate our engagement if management fails to cooperate with us in any way which we may reasonably request, fails to timely pay statements for fees and costs, if we determine, totally within our discretion, that it would be unethical or impractical to continue our representation.

Both parties agree that this agreement shall be deemed fully enforceable and governed by the applicable laws of the State of Texas.

If the preceding terms and conditions are acceptable to you, please sign, date, and return one copy of this agreement to our office at admin@hmdcsinc.com. We appreciate the opportunity to work with you on all labor matters as they may occur and appreciate our association with you.

We appreciate the opportunity to work with you.

Sincerely,



Penne Familusi-Jackson

President, HMD Consulting Services

**Promoting positive employee relations
through communications and employee engagement**



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