

**CONSULTING AGREEMENT**

This Consulting Agreement (this "Agreement") is made on February 22, 2022 (the "Effective Date") by and between Tulare Local Health Care District, a Healthcare District formed under the California Health and Safety Code ("District"), and Sandra Ormonde, an individual ("Consultant"), each a "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, Consultant previously served as Chief Executive Officer of the District, on a fulltime basis, and therefore possesses certain knowledge respecting the business of the District; and

WHEREAS, District and Consultant desire to enter into an agreement in which Consultant will provide consulting, administrative, and financial services to District based upon her knowledge thereof;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the Parties agree as follows:

**1. Description of Services**

1.1 Nominal Services. Consultant agrees to provide District with such services as set forth in Attachment A to this Agreement and as may be mutually agreed upon and/or modified and expanded from time to time during the term of this Agreement (collectively, the "Nominal Services"). To the extent practical, the nature and scope of the Nominal Services to be performed by Consultant will be documented in memoranda of understanding and/or engagement letters which shall set forth the parameters of work to be performed by Consultant.

1.2 Special Project Services. Separate and apart from the Nominal Services, Consultant shall provide any additional services as generally described on Attachment A (each, a "Special Project", and together with the Nominal Services, the "Services"), whether on a discrete or continuing basis, on such terms and conditions as mutually agreed upon in writing by the Parties hereto. To the extent practical, the unique nature and scope of each Special Project to be performed by Consultant will be documented in memoranda of understanding and/or engagement letters which shall set forth the parameters of work to be performed by Consultant.

**2. Compensation**

2.1 District agrees to remunerate Consultant for the Services in accordance with the fee schedule set forth in Attachment B to this Agreement, attached hereto and incorporated herein by reference. Nothing in this Agreement shall be read or interpreted as a guarantee of compensation to Consultant for any specific period of time, or in any specific amount, except when memorialized in accordance with Section 1 above.

2.2 District agrees to pay such sums to Consultant within twenty (20) days after receipt of Consultant's invoice.

2.3 Within ten (10) days of the conclusion of each calendar month, Consultant agrees to prepare and submit to District, in a form acceptable to the District, in its commercially reasonable discretion, a billing statement and request for payment (each, an "Invoice"). At a minimum, each Invoice shall include descriptions of work performed by Consultant and the amount of time utilized.

2.4 District shall pay for all District-approved direct out-of-pocket expenses reasonably incurred by Consultant in the provision of the Services under this Agreement (the "Approved Expenses"). The Approved Expenses may include, but are not limited to, transportation, lodging, meals, report production, copies, and overnight delivery, if required by a project or otherwise as may become necessary in relation to Consultant's provision of the Services. Mileage rates are set in accordance with the IRS GSA standards, and meal per diems are set in accordance with current GSA rates. Hotel accommodations will be made and reimbursable for Hilton's Hampton Inn Hotels or at a comparable hotel acceptable to Consultant. Consultant will not charge per diem rates for the breakfast meal if such meal is made available within the hotel rate.

2.5 District shall also reimburse Consultant for reasonable copy, postage and other direct costs incurred by Consultant in the performance of the Services under this Agreement, which costs are includable in the Approved Expenses.

2.6 District agrees to reimburse Consultant within twenty (20) calendar days of receipt of Consultant's written demand for payment of Approved Expenses, which demand shall include a description of each such expense and, where applicable, a copy of the receipts and/or invoices evidencing each such expense.

### **3. Term and Termination**

3.1 This Agreement shall be effective on the Effective Date and shall continue for a period of twelve (12) months unless earlier terminated in accordance with Section 3.2. This Agreement will automatically renew upon expiration, and shall continue from additional 12-months periods unless terminated or amended by mutual written consent of the Parties.

3.2 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement with or without cause upon giving the other Party thirty (30) days written notice. If this Agreement is terminated for any reason prior to the completion of all the Nominal Services described in Attachment A, as amended, or any Special Project agreed upon by the Parties, District shall only be responsible to pay, in accordance with Attachment B, for Consultant's services performed up to the date of termination which remain unpaid or, with respect to any Special Project, as previously agreed to in writing by the Parties. If this Agreement is terminated for any reason prior to the completion of any Nominal Services described in Attachment A, as amended, or any Special Project agreed upon by the Parties in accordance with Section 1 above, Consultant is not expected to or required to complete the Nominal Service(s) or Special Project(s) currently being worked on and



District will assume the responsibility to complete the unfinished Nominal Service(s) and/or Special Project(s).

3.3 Notwithstanding any other provision of this Agreement, if either Party fails to perform or commits a material breach of any provision in this Agreement, and fails to cure such material breach within fifteen (15) days following delivery to such Party of a written notice of the alleged material breach, then the other Party thereafter may immediately terminate this Agreement upon written notice to the breaching Party in accordance with Section 7.1 of this Agreement.

3.4 In the event that District terminates this Agreement, Consultant agrees to make available to District all data, reports, and information prepared to date and pertinent the Services provided. This information shall be provided within ten (10) business days of the final day of the contract.

#### **4. Relationship of Parties**

4.1 Relationship of the Parties. It is the express intention of the Parties that Consultant is an independent contractor and not an employee, servant, joint venturer or partner of District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Consultant. Consultant enters into this Agreement as, and shall continue to be, an independent Consultant. All Services shall be performed only by Consultant. Under no circumstances shall Consultant look to District as his or her employer, or as a partner, agent or principal.

4.2 Method of Performing Services. Consultant shall determine the manner and means of performing the Services subject to state and federal laws with which Consultant and District are obligated to comply. District does not have the right to control the manner and means in which Consultant or Consultant's employees, subcontractors or agents provide the Services or control how desired results are achieved.

4.3 No Employee Benefits. Consultant shall not be entitled to any benefits accorded to District's employees, including without limitation worker's compensation, disability insurance, medical, dental, vision, profit sharing, pension, stock, paid vacation, paid sick pays, paid holidays or other paid time off. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for providing the Services.

4.4 Hours and Location of Work. Consultant will set his or her own hours. District does not require Consultant to work any minimum number of hours or during specified times. Unless otherwise requested by District, Consultant may, as desirable to Consultant, provide the Services from any location, in his or her sole discretion.

4.5 Business-Related Expenses. Unless otherwise stated in this Agreement, Consultant shall pay all business-related expenses incurred by Consultant in the provision of the Services. Such expenses include but are not limited to, mobile phone, insurance, advertising, computer equipment, business cards, and licensure, as may be necessary to provide the Services.

4.6 Taxes. Consultant is responsible for paying when due all taxes, including estimated taxes, incurred as a result of the compensation paid by District to Consultant. District shall report all compensation paid to Consultant on a Form 1099. Without limiting any other indemnification right set forth in this Agreement, Consultant hereby agrees to defend, indemnify and hold District, including its directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties"), harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Indemnified Parties arising out of Consultant's failure with respect to his or her obligations as set forth in this Section 4.6.

4.7 Licensure. Consultant shall, at his or her expense, obtain and maintain all individual licenses as may be necessary to provide the Services.

4.8 Engaging In Other Activity. Notwithstanding any provision of this Agreement, Consultant may perform services for, or be contracted by such additional clients, persons, companies or industries as Consultant, in Consultant's sole discretion, sees fit. Consultant is not restricted in any way from providing work similar in form to the Services for any other person or entity during the Term of this Agreement or at any time after the relationship between Consultant and District ends, except to the extent prohibited by state or federal law.

4.9 Advertising by Consultant. Consultant shall have the right to advertise, or not advertise, in Consultant's sole discretion and expense. If Consultant chooses to advertise its association with District, any advertisement must be reviewed and approved by District, in its sole discretion, prior to such advertisement's publication or dissemination.

4.10 Financial Obligations. Consultant shall not incur any financial obligation on behalf of District without the prior written consent of District or its designee.

## **5. Consultant's Representations and Warranties**

5.1 Consultant represents and warrants, and hereby acknowledges District's reliance on such representations and warranties, that as of the Effective Date:

5.1.1 Any license held by Consultant, as may be necessary or required for Consultant to provide the Services, is in good standing and is not subject to restriction, modification, suspension or revocation; and

5.1.2 Consultant is not subject to any noncompetition, nondisclosure or other agreement with any third party that in any way restricts Consultant's ability to provide the Services or otherwise perform under this Agreement, including, without limitation, Consultant's ability to enter into this Agreement or perform the Services for the benefit of District.

## **6. Consultant's Affirmative Covenants**

6.1 In the performance of Consultant's duties set forth in this Agreement and in the provision of the Services, Consultant covenants that:

6.1.1 Consultant shall adhere to the highest fiduciary standards, ethical practices and the standards of care and competence;

6.1.2 Consultant shall at all times during the term of this Agreement comply with any and all statutes, laws, rules, regulations and ordinances of all governmental authorities, including federal, state and local authorities applicable to the Services;

6.1.3 Consultant is not now subject to, and at all times during the term of this Agreement shall refrain from doing any act which will render Consultant subject to, any disciplinary order, sanction or decree of any federal or state governmental agency having jurisdiction of Consultant's provision of Services; and

6.1.4 Consultant shall notify District within three (3) business days after any of the following: (i) any modification, restriction, suspension, or revocation of any license which may affect Consultant's ability to perform the Services; (ii) the imposition of any sanctions against Consultant's related to the provision of Services or the like; (iii) any other professional disciplinary action or criminal or professional liability action of any kind against Consultant which is either threatened, initiated, in progress, or completed as of the Effective Date of this Agreement and at all times during the term of this Agreement; (iv) the conviction of Consultant of a felony or of any other crime involving moral turpitude or immoral conduct; (v) Consultant's incapacity or disability or any condition affecting Consultant which renders Consultant unable to provide the Services as required under this Agreement; or (vi) in the event any representation, warranty, duty or covenant set forth in this Agreement is discovered to be untrue or inaccurate in any material respect.

## 7. General Provisions

7.1 Notice. Written notice required under this Agreement shall be delivered personally, by email, or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to the Parties at the following addresses (or other address as may hereafter be designated by a Party by written notice thereof to the other Party):

If to District: Philip Smith  
Chief Executive Officer  
Tulare Local Health Care District  
P.O. Box 1136  
Tulare, CA 93275  
Phone: (559) 685-3465  
E-Mail: psmith@tulareregional.org

If to Consultant: Mederos Ormonde & Rascon  
c/o Sandra Ormonde  
791 N. Cherry Street  
P.O. Box 29  
Tulare, CA 93275  
Phone: (559) 686-3861



Email: ELR@tulareesq.com

If personally delivered, such notice shall be effective upon delivery or upon transmission by email, and if mailed as provided for above, such notice shall be effective three (3) business days after it is postmarked by the United States post office.

7.2 Choice of Law/Venue/Attorney's Fees. This Agreement 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 Agreement shall be in Fresno, California. If any action of law or inequity, including an action for declaratory relief, results or is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to actual attorney's fees and cost of collection or enforcement of the judgment received by the prevailing Party, in addition to any other relief to which the prevailing Party may be entitled.

7.3 Assignment. Neither Party shall assign, or delegate, its rights or responsibilities under this Agreement without the first obtaining the consent of the other Party. However, Consultant may engage subcontractors from time to time for certain aspects of District's assignment work hereunder, provided that Consultant discloses such engagements to District.

7.4 Confidentiality. Consultant agrees to hold in strictest confidence and not to use except for the benefit of District to the extent necessary to perform obligations to District under this Agreement, and not to disclose to any person, firm, corporation or other entity, without written authorization from District in each instance, any Confidential Information (as defined below) that Consultant may obtain, access or create during the term of the Agreement, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant or of others who were under confidentiality obligations as to the item or items involved. "Confidential Information" means information and physical material not generally known or available outside District and information and physical material entrusted to District in confidence by third Parties, which includes, without limitation: financial data, technical data, trade secrets, research, product or service ideas or plans, software codes and designs, development, inventions, processes, formulas, techniques, hardware configurations information, lists of or information relating to suppliers and vendors, cost data, market share data, marketing plans, licenses, contract information, business plans, legal information, financial forecasts, historical financial data, budgets or other business information disclosed to Consultant by District either directly or indirectly, whether in writing, electronically, orally or by observation. Consultant agrees to execute and comply with District's HIPAA Business Associates Agreement.

7.5 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from: Acts of God; acts of civil or military authority; acts of public enemy; terrorism; bomb threats; computer virus; epidemic; pandemic (as officially declared by the World Health Organization or similar authority); power outage; war; accidents; fires; explosions; earthquakes; floods; failure of transportation; machinery or supplies; vandalism; strikes or other work interruptions by Consultant's employees; or any similar or dissimilar cause beyond the reasonable

control of either Party. Both Parties shall, however, make good faith efforts to perform under this Agreement in the event of any such circumstance.

7.6 Entire Agreement/Waiver and Amendment. This Agreement, including any exhibits, attachments or addenda, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties. There are no verbal agreements, representations or understandings affecting this Agreement or any supplements thereto of the subject matter hereof, and all negotiations, representations and understandings are merged herein. This Agreement supersedes, cancels and annuls all contracts, understandings and agreements of prior date between the Parties and shall continue in force and govern all transactions between the Parties until the expiration hereof or the cancellation of termination hereof by either Party. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the Party to be bound. The waiver by a Party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. None of the provisions contained in this Agreement are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

7.7 Severability/Compliance with Laws/Termination on Non-Compliance. It is the express intent of the Parties that this Agreement shall in all instances comply with the requirements set forth in any and all statutes, laws, regulation, rules, orders, or advisory letters, whether federal, state or municipal, controlling the operation of a special healthcare district in California (collectively, the "Laws"), including, without limitation, California Health and Safety Code section 32000 et seq., as amended from time to time, and any regulations promulgated thereunder. The Parties warrant and agree that this Agreement shall, in all instances, be interpreted so as to ensure compliance with the Laws. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable under said law or any other, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding any other provision of this Agreement, either Party may, upon written notice, immediately terminate this Agreement if said Party determines that any provision of this Agreement may expose it to governmental action, whether federal, state or municipal, in any form, and that this Agreement cannot be amended to ensure compliance, or that the other Party refuses to so amend.

7.8 Rules of Construction. The terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement 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 agreement. No rule of strict construction will be applied against any person.

7.9 Time. Consultant agrees that time is of the essence in this Agreement.

7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or other electronic signature shall be deemed as valid and enforceable as an original.

7.11 Survival. Article 8 and Sections 3.2, 4.6, 7.2 and 7.4 shall survive the expiration or termination of this Agreement for any reason.

7.12 Authority/Capacity. Each individual executing this Agreement on behalf of either Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party. Each individual further represents and warrants to the other that (a) it has the requisite legal capacity and authority to enter into and fully perform each and all of its obligations under this Agreement, and (b) this Agreement does not in any way violate any covenant, contract, agreement, instrument or understanding by which such Party is bound.

## **8. Insurance and Indemnification**

8.1 Indemnification. Each Party shall indemnify and hold the other harmless from any and all claims, losses, damages, costs, and expenses (including reasonable attorney's fees), arising out of the indemnifying party's (the "Indemnitor") sole gross negligence or willful misconduct, provided: (a) such claim arises solely out of a breach of the warranties and/or obligations of the Indemnitor under this Agreement; (b) the indemnified party (the "Indemnitee") gives the Indemnitor reasonably prompt written notice of any such claims, losses, damages, costs or expenses; and (c) that the amount due to the Indemnitee under this provision for reasonable attorney's fees and costs begins to accrue from the date that the Indemnitee notifies the Indemnitor of the existence of such claim.

8.2 Insurance. District shall cause its insurance carrier to list Consultant as a named insured under District's existing general liability policy, which coverage benefitting Consultant shall be applicable and in force from the Effective Date until such time as this Agreement expires or is earlier terminated. Notwithstanding the foregoing, District shall not be responsible for covering Consultant's gross negligence or willful misconduct. Consultant shall not be covered under any other District policy. Consultant is not required to carry his or her own separate E&O Policy, but may do so at Consultant's discretion.

*[SIGNATURE APPEAR ON THE FOLLOWING PAGE]*




IN WITNESS WHEREOF, the Agreement is executed by each Party's duly authorized signature effective as of the Effective Date.

**"District"**

**"Consultant"**

Tulare Local Health Care District, a  
Healthcare District formed under the  
California Health and Safety Code



---

By: Philip Smith  
Its: Chief Executive Officer



---

Sandra Ormonde

**ATTACHMENT A**  
**Services to be Provided by Consultant to District**

**Nominal Services**

1. Consultant to provide feedback, recommendations, and professional consultation based on Consultant's experience and individual knowledge as it relates to information, knowledge and/or knowhow acquired during Consultant's tenure as CEO of the District. Consultant to identify and provide information and/or products which were discovered or generated while employed by the District, for use as resource or reference by current District employees, directors or agents, which includes, but is not limited to the following:
  - a. Historical events/discussions/actions resulting in certain events during tenure as CEO including:
    - i. Selection of a vendor, product or service considered or contracted during Consultant's tenure;
    - ii. Decision in purchase/sale of asset;
    - iii. Continuation/settlement of bankruptcy claims/litigation, which includes providing deposition testimony if requested by District; and
    - iv. Determination of certain agreements, not otherwise predetermined, with Adventist Health or other organizations with which the District had entered into agreements.
  - b. Name and location/contact information of those resources previously used during tenure as CEO.
  - c. Duties or services performed by employees/contractors/consultants during tenure as CEO.

**Special Projects**

1. Consultant to provide feedback, recommendations and professional consultation based on Consultant's expertise, knowledge and/or knowhow not acquired during Consultant's tenure as CEO of the District. Consultant to identify and provide information and/or products which were or are discovered, known or generated prior to or after employment with the District, for use to conduct ongoing District business, which includes, but is not limited to the following:
  - a. Selection of a former, existing, or new vendor, product/service for new or future (but not already existing) projects by District by any method (i.e. sole source, requests for proposals/qualifications, bidding);
  - b. Decision in purchase/sale of asset;
  - c. Continuation/settlement of bankruptcy claims/litigation;
  - d. Determination of certain agreements, not otherwise predetermined, with Adventist Health and/or other organizations when requested by District.

2. Initiate, provide or support discussions, actions, or services related to ongoing District business, including ,but not limited to business listed under the above Section 1 (Special Projects).
3. Administer contracts on behalf of District;
4. Support meetings, held by the District or other organizations, when requested by District. District must provide reasonable notice to Consultant. Notice must be given at least five (5) business days before the date of the meeting. Consultant may attend, either telephonically, Zoom or in person. However, Consultant is under no obligation to attend District meetings;
5. Supervise or direct District employee, contractor or consultant;
6. Manage/support Evolutions transition;
7. Manage/support projects/services/tours related to any District property
8. Provide expert testimony when requested by District;
9. Perform duty normally performed by current District employee or agent or previously performed by Consultant during tenure as CEO for District; and
10. Any requested information, product or service not listed under Nominal Services unless otherwise agreed to by both parties in writing.

All Special Projects requests shall be in writing and provided to Consultant at least five (5) days before the date of the requested Service.

Any Nominal Services request or combination of related Nominal Services requests requiring either 1) an effort exceeding 8 hours per week or 32 hours per month to meet District deadline for request(s), or 2) meeting a deadline less than five (5) business days from date of request will be charged as a Special Project.



**ATTACHMENT B**  
**Fee Schedule for Services**

Nominal Services

Consultant shall bill District for the provision of Nominal Services under the Agreement as follows:

- Hourly Rate shall be set at \$150.00 for all Nominal Services provided under the Agreement, chargeable for any portion of any hour worked (on one-tenth hour increments); and
- Actual time incurred for hours of travel will be billed at \$150.00 per hour, plus mileage rates in accordance with the IRS GSA standards and meal per diems in accordance with current GSA rates.

Consultant will also charge for District-approved actual expenses as allowable under this Agreement.

Billing will be conducted per Article 2 of this Agreement.

Upon prior approval by District, in its sole discretion, the hourly rate chargeable for Nominal Services may be increased after a period of twelve (12) months from the Effective Date, conditioned upon Consultant providing District with sixty (60) days written notice.

Special Projects

Consultant shall, in accordance with separate addenda for each project to be attached hereto, bill District for the completion of Special Projects assigned to Consultant by District under the Agreement as follows:

- Hourly Rate shall be set at \$225.00 for all Special Projects provided under the Agreement, chargeable for any portion of any hour worked (on a minimum quarter hour basis); and
- Actual time incurred for hours of travel related to a Special Project will be billed at \$150.00 per hour, plus mileage rates in accordance with the IRS GSA standards and meal per diems in accordance with current GSA rates.

Consultant will also charge for District-approved actual expenses as allowable under this Agreement.

Billing will be conducted per Article 2 of this Agreement.