



BOARD OF DIRECTORS

Katherine Burnworth, President | Laura Goodsell, Vice-President | James Garcia, Treasurer | Arturo Proctor, Secretary | Enola Berker, Director | Rodolfo Valdez, Director | Felipe Irigoyen, Director

**AGENDA
SPECIAL MEETING OF THE FINANCE & BUDGET COMMITTEE
THURSDAY, October 16, 2025, 2:00 P.M.**

**Pioneers Memorial Hospital | PMH Auditorium
207 W. Legion Road, Brawley, CA92227**

[Join Microsoft Teams](#)

Meeting ID: 253 276 121 952 0

Passcode: wR2dS9Cw

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of Request for Remote Appearance by Board Member(s), if Applicable

5. Consider Approval of Agenda

In the case of an emergency, items may be added to the agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

6. Public Comments

At this time the Board will hear comments on any agenda item. If any person wishes to be heard, they shall stand; address the president, identify themselves, and state the subject for comment. Time limit for each speaker is 3 minutes individually per item to address the Board. Individuals who wish to speak on multiple items will be allowed four (4) minutes in total. A total of 15 minutes shall be allocated for each item for all members of the public. The board may find it necessary to limit the total time allowable for all public comments on

items not appearing on the agenda at anyone one meeting to one hour.

7. Items for Discussion and/or Board Action

- a. Appointment of Vice Chair (Staff reference: Adriana Ochoa)
- b. Discussion and direction to staff regarding Finance Committee Bylaws (Staff reference: Adriana Ochoa)
- c. Discussion and possible action to adopt a regular meeting schedule (Staff reference: Adriana Ochoa)
- d. Discussion and direction to staff regarding regular meeting items (Staff reference: Adriana Ochoa)
- e. Discussion and possible action to recommend to the Board of Directors approval of the following consultant agreements related to merger:
 - i. \$17,500 for Meridian Professional Real Estate Appraising and Consulting Inc. for 12 ECRMC ancillary parcels (comprising 8 buildings). (Staff reference: Adriana Ochoa)
 - ii. \$21,000 for CBRE, Inc. for valuation and appraisal services related to main hospital and two clinics (Staff reference: Adriana Ochoa)
- f. Discussion and possible action to recommend to the Board of Directors Approval of Agreement with ECG for Payor Evaluation Services (Staff reference: Chris Bjornberg, Carly Loper)
- g. Review of September Financials and Department Profit & Loss Statements (Staff reference: Carly Loper)
- h. Discussion and possible action to recommend to the Board of Directors approval of Authorization to approve Emergency Medical Care On-Call for Evan Porter, M.D.
- i. Discussion and possible action to recommend to the Board of Directors approval of Authorization to approve Emergency Medical Care On-Call for Cameron Dodd, M.D.

8. Items for Future Agenda

This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming meetings and/or identify press release opportunities.

9. Adjournment

POSTING STATEMENT

A copy of the agenda was posted October 13, 2025, at 601 Heber Avenue, Calexico, California 92231 at 10:30 p.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 24 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

In compliance with the Americans with Disabilities Act, if any individuals request special accommodations to attend and/or participate in District Board meetings please contact the District at (760)970-6046. Notification of 48 hours prior to the meeting will enable the District to make reasonable accommodation to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

MERIDIAN

Professional Real Estate Appraising & Consulting Inc.

Commercial

Industrial

Residential

File #: 251002A

Stephen D. Smith, MAI, SRPA, MRICS

October 2, 2025

Joshua Schneiderman
Snell & Wilmer
350 South Grand Avenue, Suite 3100
Los Angeles, CA 90071

1. 1204 Poplar Drive, El Centro
2. 1258 Poplar Drive, El Centro
3. 1295 Poplar Drive, El Centro
4. 1455 Pepper Drive, El Centro
5. 1271 Ross Avenue, El Centro
6. 1262 Poplar Drive, El Centro
7. 1272 Poplar Drive, El Centro
8. 1285 Poplar Drive, El Centro

Dear Joshua,

Thank you for requesting our proposal for appraisal services. Upon your acceptance, this proposal letter shall serve as our official letter of engagement for the appraisal services described herein.

TERMS OF ENGAGEMENT

1. Problem Identification

The Parties to this Agreement: The undersigned Meridian Professional Real Estate Appraising & Consulting, Inc., and Joshua Schneiderman of Snell & Wilmer, at times referred to as the client.

Intended Use: Sale purposes.

Appraisal Type: Appraisal Reports.

Property Rights Appraised: Fee Simple Estate.

Owner(s): City of El Centro and El Centro Regional Center.

Date of Fair Market Value: Current.

Subject of This Assignment
& Relevant Characteristics:

<u>Address</u>	<u>Type</u>
1204 Poplar Drive, El Centro	SFR
1258 Poplar Drive, El Centro	Land
1295 Poplar Drive, El Centro	SFR
1455 Pepper Drive, El Centro	SFR
1271 Ross Avenue, El Centro	MOB
1262 Poplar Drive, El Centro	Land
1272 Poplar Drive, El Centro	SFR
1285 Poplar Drive, El Centro	SFR

All information was derived from the MLS of Imperial County. 1204 Poplar Dr. is a single-family residence (SFR). No size information was given. It is situated on a 10,875-sf parcel. 1258 Poplar Dr., is a residential parcel totaling 11,258 sf. 1295 Poplar Dr., is a 1,545 sf, 3 Bd/2 Ba SFR, built in 1960 that is situated on a 12,789-sf parcel. 1455 Pepper Dr., is a 4 Bd/2 Ba SFR that totals 2,424 sf. It was built in 1965 & is situated on a 16,802-sf parcel. 1271 Ross Ave., is a reported 27,450 sf Medical Office Building (MOB), built in 2018 that is situated on an 87,991-sf parcel. 1262 is a residential lot totaling 11,162 sf. 1272 Poplar Dr. is a 3 Bd/2 Ba SFR that was built in 1956 and is situated on a 9,896-sf parcel. 1285 Poplar Dr. is a 4 Bd/2 Ba SF that totals 1,528 sf and is situated on a 14,018-sf parcel.

TERMS OF ENGAGEMENT

1. Problem Identification

Primary User: Joshua Schneiderman of Snell & Wilmer.

USPAP Compliance: The undersigned Meridian Professional Real Estate Appraising & Consulting, Inc., will develop the appraisal report in accordance with USPAP and the Code of Ethics and Certification of the Standards of the Appraisal Institute.

2. Anticipated Scope of Work

General Scope of Work An inspection is to be performed, if applicable. Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce a credible appraisal result.

TERMS OF ENGAGEMENT

General Scope of Work: Stephen D. Smith, MAI will be the primary appraiser for this assignment. He will consider and develop the primary approaches applicable to the appraisal problem. The appraiser will consider all three traditional approaches to value: the Cost, Sales, and Income Approaches.

Scope of Work Disclosure: The actual Scope of Work will be kept within the appraiser's file.

3. Reporting and Disclosure

Report copies: The appraisal assignment will be communicated via a pdf version.

TERMS OF ENGAGEMENT

- Acceptance Date: The proposal is subject to withdrawal if the engagement letter is not executed by the Client within three (3) business days.
- Values and Final Report Delivery: The report and other documents will be provided in accordance with the schedule below. The appraiser will deliver a pdf copy within 4-6 weeks of receipt of all pertinent information, an executed (signed) proposal, and payment of the retainer.
- Changes to Agreement: The identity of the Client, and intended users, or intended use; the date of value; type of value or interest appraiser; or property appraised cannot be changed without a new agreement.
- Prior Service Disclosure: The engaging or principal appraiser has not performed a previous appraisal of the subject property within the past three years prior to this assignment.
- Conflicts of Interest: Meridian Appraising Inc., adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict of interest with this assignment, we reserve the right to withdraw from the assignment without penalty.
- Fee: The entire fee for the preparation of the appraisal report is seventeen thousand (\$17,500) five hundred dollars. Acknowledgement of this agreement is made by the counter signature to this agreement. A check and Zelle are also acceptable.

TERMS OF ENGAGEMENT

Wiring Instructions: JP Morgan Chase Bank, N.A.
Pasadena/San Gabriel Valley
Meridian Appraising Inc.
Account #: 631995720
ABA#: 322271627

Additional Expenses: Fee quoted is inclusive of expenses related to the preparation of the report.

Retainer: The entire amount is due upon acceptance of this agreement.

Start Date: The appraisal process will be initiated upon receipt of the signed agreement.

Further Conditions of Engagement: The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Sincerely,



Date: 10/02/25

Stephen D. Smith, MAI, SRPA, MRICS
Meridian Professional Real Estate Appraising & Consulting, Inc.
515 S. Flower Street, Suite 1800
Los Angeles, CA 90071

Joshua Schneiderman
El Centro Properties
Page 6

AGREED BY CLIENT:

Joshua Schneiderman

Date _____

Joshua Schneiderman
Snell & Wilmer
350 South Grand Avenue, Suite 3100
Los Angeles, CA 90071
P. 213.929.2545
C. 818.427.8767
Email: jschneiderman@swlaw.com

CONDITIONS OF ENGAGEMENT

We understand that you will provide the following information for our review, if available, or applicable.

Physical Information

- Plot plat/survey and legal description
- Building plans/leasing plan/stacking plan
- Property Conditions Assessment Report
- Original construction and site acquisition costs
- Cost of any minor expansions, modifications or repairs incurred over the past 3 years/capital expense budget.
- On Site Contact - name and phone number for inspection(s).

Financial Information

- Income & Expense Statements for 3 previous years plus year to date
- Pro forma operating budgets
- Most recent real estate tax bill or statement
- Argus diskette or financial modeling file
- Sales history of the subject property over the past 3 years
- Sales prices and description of existing condominium units sold within complex over the last 5 years, if applicable
- Renovation/construction budget (per unit) for future condominium sell-out

Supporting Documentation

- Leases and/or detailed Lease Abstracts
- Detailed Rent Roll including
- Commencement and Expiration dates and options to renew.
- Leased area.
- Base Rent and contractual increases (CPI, fixed steps, etc.)
- Expense Recapture or Pass-through provisions including applicable base year amounts.
- Overage or Percentage Rent break points, as applicable
- Tenant Improvement (TI) costs
- Concessions (free rent, other)
- Summary of recently negotiated unexecuted leases or letters of intent.
- Delinquency report identifying tenants in arrears or in default.

Other Documentation

- Copy of your guidelines or instructions to appraisers/consultants
- Supplemental Standards, if applicable (applies only to government agencies, government sponsored entities, other entities that establish public policy)
- Additional information to be considered in the appraisal.

CONDITIONS OF ENGAGEMENT

- 1) The Client and Intended Users identified herein should consider the appraisal as only one factor with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than as specified in this engagement letter.
- 2) Federal banking regulations require banks and savings and loan associations to employ appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions, including mortgage bankers/brokers. Because of that requirement, this appraisal, if ordered independent of a financial institution or agent, may not be accepted by a federally regulated institution. This appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, the Standards of Professional Appraisal Practice, and the Code of Ethics of the Appraisal Institute.
- 3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- 4) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of Meridian Professional Real Estate Appraising & Consulting, Inc. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of Meridian Professional Real Estate Appraising & Consulting, Inc., legal counsel for the review of the material which is the subject of the requested consent. If the appraisal is referred to or included in any offering material or prospectus, the appraisal shall be deemed referred to or included for informational purposes only and Meridian Professional Real Estate Appraising & Consulting, Inc., its employees, and the appraiser shall have no liability to such recipients. Meridian Professional Real Estate Appraising & Consulting, Inc., disclaims all liability to any party other than the party which retained Meridian Professional Real Estate Appraising & Consulting, Inc., to prepare the appraisal.
- 5) In the event the Client provides a copy of this appraisal to, or permits reliance thereon by any person or entity not identified Intended User at the time of the assignment and authorized by Meridian Professional Real Estate Appraising & Consulting, Inc., in writing to use or thereon, Client hereby agrees to indemnify and hold Meridian Professional Real Estate Appraising & Consulting, Inc., its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses,

CONDITIONS OF ENGAGEMENT

claims and costs, including attorney's costs, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such authorized person or entity.

- 6) If applicable, the balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent upon the appraised value, outcome of the consultation report, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceeded the time allowed by Meridian Professional Real Estate Appraising & Consulting, Inc., for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, Meridian Professional Real Estate Appraising & Consulting, Inc., will be entitled to bill the Client for the time expended to date at Meridian Professional Real Estate Appraising & Consulting, Inc., hourly rates for the personnel involved.
- 7) If Meridian Professional Real Estate Appraising & Consulting, Inc., or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, Meridian Professional Real Estate Appraising & Consulting, Inc., will use reasonable efforts to notify the Client of our receipt of same. However, if Meridian Professional Real Estate Appraising & Consulting, Inc., or any of its affiliates are not a party to these proceedings, Client agrees to compensate Meridian Professional Real Estate Appraising & Consulting, Inc., or its affiliate for the professional time and reimburse Meridian Professional Real Estate Appraising & Consulting, Inc., or its affiliate. For the actual expense that it incurs in responding to any such subpoena or judicial command, including attorney's fees, if any, as they are incurred. Meridian Professional Real Estate Appraising & Consulting, Inc., or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 8) By signing this agreement, Client expressly agrees that its sole and exclusive remedy for all losses or damages relating to this agreement, or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event the Client, or any other party entitled to do so, makes a claim against Meridian Professional Real Estate Appraising & Consulting, Inc., or any of its affiliates or their respective officers or employees shall be the amount of the moneys collected by Meridian Professional Real Estate Appraising & Consulting, Inc., or any of its affiliates for this assignment and under no circumstances shall any claim for consequential damages be made.

CONDITIONS OF ENGAGEMENT

- 9) It is acknowledged that any opinions and conclusions expressed by professionals of Meridian Professional Real Estate Appraising & Consulting, Inc., or its affiliates during this assignment are representations made as employees and not as individuals. Meridian Professional Real Estate Appraising & Consulting, Inc., or its affiliates responsibility is limited to the Client, and use of our product by third parties shall be solely at the risk of the Client and/or third parties.

- 10) The fees and expenses shall be due to Meridian Professional Real Estate Appraising & Consulting, Inc., as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due Meridian Professional Real Estate Appraising & Consulting, Inc., in the hands of a collection agent and/or attorney (whether a legal action is filed) Client agrees to pay all fees and expenses including attorney's fees incurred by Meridian in connection with the collection or attempted collection thereof.

Proposal and Contract for Services



CBRE, Inc.
2000 Avenue of the Stars, Ste 800
Los Angeles, CA 90067
www.cbre.us/valuation

October 6, 2025

Jean Pierre LoMonaco, MAI
VAS - Executive Vice President

Joshua Schneiderman

SNELL & WILMER LLP

350 South Grand Avenue, Suite 3100
Los Angeles, CA 90071
Phone: 213-929-2545
Email: jschneiderman@swlaw.com

RE: Assignment Agreement | CB25US102793
Hospital, Clinic, Vacant Land
3 Properties – Multiple Locations

Dear Mr. Schneiderman:

CBRE, Inc. (“CBRE”) is pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

- Purpose: To estimate the Market Value of the referenced real estate
- Premise: As Is
- Rights Appraised: Fee Simple
- Intended Use: Acquisition/Disposition/Exchange Due Diligence
- Intended User: The intended user is SNELL & WILMER LLP (“Client”), Imperial Valley Healthcare District and such other parties and entities (if any) expressly recognized by CBRE as intended users (each an “Intended Users” and collectively the “Intended Users”) provided that any Intended User’s use of, and reliance upon, any report produced by CBRE under this Agreement shall be subject to the Terms and Conditions attached hereto and incorporated herein (including, without limitation, any limitations of liability set forth in the attached Terms and Conditions).
- Reliance: Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof, whether as a result of its direct dissemination or by any other means, may not use or rely upon any opinions or conclusions contained in the report or such portions thereof,

Proposal and Contract for Services



and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Unless otherwise expressly identified in this Agreement, there are no third-party beneficiaries of this Agreement pertaining to this appraisal assignment or any reports produced by CBRE under this Agreement, and no other person or entity shall have any right, benefit or interest under this Agreement or with respect to any reports produced by CBRE under this Agreement.

Scope of Inspection:	A full interior and exterior inspection of the property will be conducted and arranged with the property contact and performed by CBRE Valuations.
Valuation Approaches:	All three traditional approaches to value will be considered and those that are appropriate to value each of the subject properties will be used.
Report Type:	Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$21,000.00. If cancelled by either party before a completion, the fee will be based on CBRE's hourly rates for the time expended; plus actual expenses.
Expenses:	Fee includes all associated expenses except to the extent otherwise provided in the attached Terms and Conditions.
Retainer:	A retainer is not required for this assignment.
Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The full appraisal fee is considered earned upon delivery of the draft report. We will invoice you for the assignment in its entirety at the completion of the assignment.
Delivery Instructions:	<p>CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.</p> <p>An Adobe PDF file via email will be delivered to jschneiderman@swlaw.com. The client has requested 0 bound final copy (ies).</p>
Delivery Schedule:	
Draft Report:	20 business days after the Start Date
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification or withdrawal if this proposal is not accepted within 5 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the

Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties, including all intended users, hereto.

Proposal and Contract for Services

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.

Valuation & Advisory Services



Jean Pierre LoMonaco, MAI
 VAS - Executive Vice President
 As Agent for CBRE, Inc.
 T 310-994-6962
 JP.LoMonaco@cbre.com

Enclosures:

PROPERTY LIST			
Property Name	Property Location	Report Type	Appraisal Fees
El Centro Regional Medical Center	1415 Ross Avenue, El Centro, CA 92243	Appraisal Report	\$14,000.00
385 W Main Street	385 W Main Street, El Centro, CA 92243	Appraisal Report	\$4,500.00
135 S 4th St	135 S 4th St, El Centro, CA 92243	Appraisal Report	\$2,500.00
Assignment Total:			\$21,000.00

AGREED AND ACCEPTED

FOR SNELL & WILMER LLP (“CLIENT”):

_____ Signature	_____ Date
Joshua Schneiderman _____ Name	_____ Title
213-929-2545 _____ Phone Number	jschneiderman@swlaw.com _____ E-Mail Address

ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE’s Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports, ALTA Surveys, and other necessary due diligence service (seismic risk analysis, zoning compliance service, construction risk management, annual inspections, etc.).Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at ACSProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an assignment agreement (the “Agreement”) for appraisal services (“Services”) between CBRE, Inc. (“CBRE”) and the client signing this Agreement and for whom the Services will be performed (the “Client”) for the property identified herein (the “Property”) and shall be deemed a part of such Agreement as though fully set forth therein. In addition, with respect to any appraisal report prepared by CBRE pursuant to the Agreement (the “Report”), any use of, or reliance on, the Report by any Intended User constitutes acceptance of these Terms and Conditions as well as acceptance of all qualifying statements, limiting conditions, and assumptions stated in the Report. The Agreement shall be governed and construed by the laws of the state where the CBRE office executing this Agreement is located without regard to conflicts of laws principles.
2. Client shall be responsible for the payment of all fees stipulated in this Agreement. Payment of the fees and preparation of the Report are not contingent upon any predetermined value or on any action or event resulting from the analyses, opinions, conclusions, or use of the Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft Report is requested, the fee is considered earned upon delivery of the draft Report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed Report. In such event, the Client is obligated to pay CBRE for the time and expenses incurred (including, but not limited to, travel expenses to and from the job site) prior to the effective date of cancellation, with a minimum charge of \$500. Hard copies of the Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per Report.
3. If CBRE is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls and conferences (except routine meetings, phone calls and conferences with the Client for the sole purpose of preparing the Report), litigation, or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this assignment, the Report, CBRE’s expertise, or the Property, Client shall pay CBRE’s additional out-of-pocket costs and expenses, including but not limited to CBRE’s reasonable attorneys’ fees, and additional time incurred by CBRE based on CBRE’s then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Report), meeting participation, and CBRE’s other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional Services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed Report has been delivered to Client at the time of such request.
4. CBRE shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the CBRE office executing this Agreement is located. **EACH PARTY, AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO THIS AGREEMENT.**
6. CBRE assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for CBRE to prepare a valid Report hereunder. Client acknowledges that such additional expertise is not covered in the fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client’s additional cost and expense.

Proposal and Contract for Services

7. Client acknowledges that CBRE is being retained hereunder as an independent contractor to perform the Services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and CBRE. Unless otherwise stated in this Agreement, Client shall not designate or disclose CBRE or any of its agents or employees as an expert or opinion witness in any court, arbitration, or other legal proceedings without the prior written consent of CBRE.
8. This assignment shall be deemed concluded and the Services hereunder completed upon delivery to Client of the Report discussed herein.
9. All statements of fact in the Report which are used as the basis of CBRE's analyses, opinions, and conclusions will be true and correct to CBRE's actual knowledge and belief. CBRE does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to CBRE by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, CBRE DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO CBRE. Furthermore, the conclusions and any permitted reliance on and use of the Report shall be subject to the assumptions, limitations, and qualifying statements contained in the Report.
10. CBRE shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Report will not constitute a survey of the Property analyzed.
11. Client shall provide CBRE with such materials with respect to the assignment as are requested by CBRE and in the possession or under the control of Client. Client shall provide CBRE with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
12. The data gathered in the course of the assignment (except data furnished by Client, "Client Information") and the Report prepared pursuant to the Agreement are, and will remain, the property of CBRE. With respect to Client Information provided by Client, CBRE shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential and proprietary Client Information furnished to CBRE. Notwithstanding the foregoing to the contrary, CBRE is authorized by Client to disclose all or any portion of the Report and related data as may be required by applicable law, statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CBRE or its employees and agents to comply with the Bylaws and Regulations of the Appraisal Institute as now or hereafter in effect.
13. Unless specifically noted, in preparing the Report CBRE will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Materials") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there are no major or significant repairs, improvements or deferred maintenance of the Property that would require the expertise of a professional cost estimator, engineer, architect or contractor. If any such repairs, improvements or maintenance are needed, the estimates for such repairs, improvements or maintenance are to be prepared by other parties pursuant to a separate written agreement in Client's sole discretion and direction, and are not deemed part of the Services or otherwise covered as part of the fee hereunder.
14. In the event Client intends to use the Report in connection with a tax matter, Client acknowledges that CBRE provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Report. Client agrees that CBRE shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other

Proposal and Contract for Services

compensation from CBRE relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY:

(A) EXCEPT TO THE EXTENT ARISING FROM SECTION 16, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER PARTY, FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR OTHER EXEMPLARY LOSSES OR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF.

(B) EXCEPT TO THE EXTENT ARISING FROM SECTION 16, OR SECTION 17 IF APPLICABLE, AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES AND COSTS REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO CBRE UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000).

(C) CBRE SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS, DAMAGE, CLAIM OR EXPENSE INCURRED BY OR ASSERTED AGAINST CLIENT ARISING OUT OF, BASED UPON OR RESULTING FROM CLIENT'S OR ANY INTENDED USER'S FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION OR DOCUMENTATION PERTAINING TO ANY SERVICES OR REPORT ORDERED UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLIENT'S OR ANY INTENDED USER'S FAILURE, OR THE FAILURE OF ANY OF CLIENT'S OR ANY INTENDER USER'S RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PRINCIPALS, AGENTS OR EMPLOYEES, TO PROVIDE A COMPLETE AND ACCURATE COPY OF THE REPORT TO ANY THIRD PARTY. CBRE SHALL HAVE NO LIABILITY WHATSOEVER FOR REPORTS OR DELIVERABLES THAT ARE SUBMITTED IN DRAFT FORM.

(D) THE LIMITATIONS OF LIABILITY IN SUBSECTIONS 15(A) AND 15(B) ABOVE SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. (a) Client shall not disseminate, distribute, make available or otherwise provide any Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Report, in whole or in part, in any offering, including, but not limited to any offering of the Property or any securities offering as defined by applicable law, or other material intended for review by other third parties) except (i) to any third party (a) identified in the Agreement as an Intended User subject to the terms and conditions of this Agreement or (b) otherwise expressly acknowledged in a separate writing executed by CBRE, such third party and Client, setting forth that such third party is an "Intended User" of the Report and providing CBRE with an acceptable release from such third party with respect to such Report or wherein Client provides acceptable indemnity protections to CBRE against any claims resulting directly from the distribution of the Report to such third party; (ii) to any third party service provider (including accountants, attorneys, rating agencies and auditors) using the Report in the course of providing Services for the sole benefit of an Intended User and limited to the Intended Use of the Report as defined in this Agreement, or (iii) to the extent required by applicable law, statute, government regulation, legal process, or judicial decree.

(b) In the event CBRE consents, in writing, to Client incorporating or referencing the Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such other materials available to any such parties unless and until Client has provided CBRE with complete copies of such offering or other materials and CBRE has approved the inclusion of the Report, or reference to the Report and/or CBRE, in such offering and other materials in writing. Further, CBRE's consent to such inclusion of the Report, or reference to the Report and/or CBRE, in any securities offering is subject to (i) CBRE's and CBRE's securities counsel's review and approval, in writing, of any inclusion of the Report, or reference to the Report and/or CBRE, in such securities offering; (ii) Client shall not modify the Report, any such inclusion of or reference to the Report and/or CBRE in such securities offering once approved

Proposal and Contract for Services

by CBRE and its securities counsel in writing; and (iii) Client shall reimburse CBRE for its out-of-pocket costs and expenses, including attorneys' fees, arising from legal review of such securities offering and related materials on CBRE's behalf.

(c) In the absence of satisfying the conditions of this Section 16 with respect to any party who is not designated as an Intended User, in no event shall the receipt of a Report by such party extend any right to the party to use and rely on such Report, and CBRE shall have no liability for such unauthorized use and reliance on any Report.

(d) In the event Client breaches the provisions of this Section 16, Client shall indemnify, defend and hold CBRE and its affiliates and their officers, directors, employees, contractors, agents and other representatives (CBRE and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Report.

17. In the event Client incorporates or references the Report, in whole or in part, in any offering, including, but not limited to any offering of the Property or any securities offering as defined by applicable law, or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the Report or the engagement of or performance of Services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of CBRE (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with Section 16 and Section 17, CBRE and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement, (b) any Services or Reports under this Agreement or (c) any acts or conduct relating to such Services or Reports, shall be filed within two (2) years from the date of delivery to Client of the Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.
19. Miscellaneous.
- (a) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by written agreement of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signed copy of this Agreement

Proposal and Contract for Services

transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

- (b) Neither party shall assign this Agreement in whole or in part (other than by operation of law) to any person or entity without the prior written consent of the other party. Subject to the foregoing, this Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- (c) No consent or waiver, either expressed or implied, by a party to or of any breach or default, shall be construed to be a consent or waiver to or of any other breach or default in the performance of any obligations hereunder. Failure of a party to complain or declare the other party in default shall not constitute a waiver by such party of rights and remedies hereunder.
- (d) Except as hereinafter provided, no delay or failure in performance by a party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions, endemic or pandemic, or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.
- (e) Any provision of this Agreement that, by its language, contemplates performance or observation subsequent to any termination or expiration of this Agreement shall survive such termination or expiration and shall continue in full force and effect.
- (f) If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties reflected in the original provision. The remainder of this Agreement, or the application of such provision to person or circumstance other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. **PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.**
2. [DataRequestList]

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Jean Pierre LoMonaco, MAI
VAS - Executive Vice President
JP.LoMonaco@cbre.com
CBRE, Inc.
Valuation & Advisory Services
2000 Avenue of the Stars, Ste 800
Los Angeles, CA 90067

Imperial Valley Healthcare District

Black Box Analysis and Managed Care Contracting Strategy

Pioneers Memorial Hospital and El Centro Regional Medical Center

October 13, 2025

CONFIDENTIAL

Ken Steele

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ecgmc.com

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Understanding Your Situation

ECG is pleased to present this statement of work for conducting a black box analysis in support of a potential hospital transaction between the Imperial Valley Healthcare District (IVHD) which includes Pioneers Memorial Hospital (PMH) and El Centro Regional Medical Center (ECRMC). The second part of the statement of work includes the development of a managed care contracting plan with the major commercial payers and the Medi-Cal managed care plans. ECG's work will include a plan for payer contracting, post hospital transaction.

ECG understands that Imperial Valley Healthcare District assumed control of Pioneers Memorial Hospital on January 23, 2025. There have been ongoing discussions around the potential merger with El Centro Regional Medical Center. A potential merger could occur as early as January 2026. IVHP/PMH in cooperation with ECRMC, would like to understand the financial implications of a merger as well as the payer strategy, post-merger.

ECG is very familiar with PMH as we have worked collaboratively with the CFO in re-negotiating both commercial and Medi-Cal managed care contracts over the last seven years. Additionally, ECG has extensive, national black box experience with hospitals and health systems including:

- Cedars-Sinai Health System acquisition of Marina Del Rey Hospital (California)
- Northwestern Medicine and Centegra Health System Merger (Illinois)
- Duke Health's acquisition of Lake Norman Regional Hospital (North Carolina)

We appreciate the opportunity to present this proposal, which summarizes the range of services we can provide to PMH and ECRMC. The remaining sections of this proposal outline ECG's recommended approach, project team, schedule, and estimated professional fees.

ECG was named the top provider of value-based care consulting services among US healthcare management consulting firms in a 2025 Best in KLAS report.



ECG has worked with 85 of Becker's Hospital Review's 100 Great Hospitals and 17 of the 20 hospitals on U.S. News & World Report's Best Hospitals Honor Roll.



Proposed Approach

ECG envisions working closely with IVHD, PMH and ECRMC leadership on this engagement. Input and feedback from designated representatives will ensure that key stakeholders are appropriately engaged in the process. Our approach to this engagement will consist of two components which are further delineated in this section.

In compliance with antitrust laws, ECG will protect the confidentiality of sensitive competitive information by performing all work in a black box with:

- Distinct and separate secure data rooms to facilitate information and data gathering from the two organizations.
- All drafts of analyses, slide decks, and other forms of deliverables to be marked as “Prepared at the Request of Counsel/Draft for Legal Review.”
- The sharing and presentation of ECG’s results, as directed by IVHD and ECRMC’s counsel.

Component One: Black Box Analysis

For the managed care black box assessment, the selected top payers will include the commercial and Medi-Cal managed care contracts that represent approximately 80% of the entities’ billed charges.

Specific activities will consist of the following:

- Gather PMH and ECRMC utilization data and payer contracts for the major payers representing approximately 80% of billed charges, including commercial and Medi-Cal managed care plans.
 - ECG would expect the payers to include Aetna, Anthem Blue Cross, Blue Shield of California, CIGNA and United Healthcare
 - For the Medi-Cal Managed Care plans, ECRMC’s Centene/Health Net contract will not be part of the initial analysis, as PMH is in active negotiations with Centene/Health Net.
- Separately, collect any additional data necessary to perform this work.
- Review the payment structures and rates for PMH and ECRMC’s payer contracts.
- Calculate payment yield as a percentage of Medicare, for inpatient and outpatient services.
- Using Medicare yield, determine the likely net revenue differential, which would occur by transitioning PMH’s volumes and rate yield to ECRMC’s payer contracts and vice versa.

The only information that ECG will provide to counsel will be an initial report containing conclusions from financial due diligence without individual payers or rate information being identified. ECG will first send all proposed reports, documents, and communications containing any price or price-related

information to counsel in advance (based on an agreed-upon time frame) before any distribution to IVHD/PMH or ECRMC.

Component Two: Payer Contracting Strategy – Post-Merger

Assuming that the merger does occur, IVHD would like to be prepared to move rapidly to implement a payer contracting strategy and contract consolidation. ECG will work collaboratively with leadership to further understand the tax ID strategy, payer reach out timing, contract assignment language and the opportunity to renegotiate new contracts. Services that would be included in this component are as follows:

- Review, analysis and abstraction of contract notification language (changes in services, mergers, acquisitions, etc.)
- Abstract contract assignment language to a new or existing entity
- Review success organization language provisions
- Evaluate and abstract contract term and termination provisions
- identify the best individual payer contracts for improving payment (Results would be available post-merger)
- Timing and pathway for payer notices, assignment, contract consolidation, terminations, etc.

Deliverables

- Key contract language provisions and implications, captured in excel
- Strategy by payer for post-merger contracting and potential negotiations
- Actions, timing, pathway and recommendations for each managed care payer and contract negotiations

Project Team Leaders

We believe the activities identified in this proposal require the availability of highly qualified consultants who have a comprehensive understanding of mergers and acquisitions, payer strategy and managed care contracting. ECG ensures the quality of our services and deliverables through the consultants we assign to every engagement. Our project team will consist of consultants who have an in-depth understanding of the complexities and challenges involved in managed care contracting, data analytics and modeling.



Ken Steele

ECG Management Consultants

Project Officer

Partner

With 30 years of managed care and hospital leadership senior experience, Ken offers his clients valuable insights into the complexities of healthcare finance and hospital operations. Ken has worked for both nonprofit and for-profit hospitals, as well as for individual hospitals and large health systems. He has held multiple leadership positions, including CEO, and was vice president of managed care in a 42-hospital system with responsibility for over \$1 billion in annual managed care revenue and 24 hospitals. Ken has helped many hospitals and health systems make substantial improvements to contract reimbursement rates, contract language, and revenue cycle management. He has continued to focus on payment model reform and new delivery systems. Ken has developed and helped clients implement ACOs, CINs, MSSPs, and bundled payments, as well as assisted them in the transition to becoming a value-based organization. Ken's extensive expertise in managed care, hospital operations, and innovative payment models is of value to providers in an era of unprecedented consolidation, collaboration, and reform in the healthcare industry.

Jim Ryan

Project Lead

Principal



A leader in ECG's Managed Care Services Division, Jim helps healthcare providers optimize reimbursement from payers. His understanding of healthcare reimbursement methodologies—from fee-for-service to capitation—helps him identify appropriate payer contracting opportunities for his clients given their competitive positions, risk tolerance, strategic goals, and other attributes. Jim uses his analytical skills to quantify the opportunities and uses communication skills forged during his time as a healthcare marketing specialist to articulate the pros and cons to clients' executives. He then negotiates with payers to achieve his clients' contracting strategies. Thoughtful, responsive, and dedicated to his clients' success, Jim understands the critical role payer contracting plays in a rapidly evolving healthcare landscape.

Jim has expertise in multiple functional areas related to payer contracting and managed care. He develops financial models for fee-for-service contracts and value-based reimbursement arrangements that help hospitals and physicians negotiate contracts with payers and enable ACOs and CINs to reach decisions about reimbursement models, infrastructure needs, care models, and more. Jim also has extensive experience in ACO and CIN development and provides interim managed care support to hospitals and physician groups.

Lillian Appelbaum

Project Staff

Manager



Lillian brings to each engagement enthusiasm and a detailed approach that demonstrates her passion and dedication to reforming today's healthcare system by way of meaningful and lasting solutions. While Lillian's project experience runs the gamut from government agencies and nonprofits to private foundations and provider organizations, her goal has always remained the same: to improve the care delivery model for all patients, families, and providers.

At ECG, Lillian has supported various client types and projects. Her work has included managed care strategy and contracting, payer innovation, expert witness testimony, and more. In a recent engagement, Lillian and her team supported a national provider with managed care negotiations that spanned across 11 states. With over 25 negotiations occurring simultaneously, the team was able to solidify rate increases of over \$10 million over three years. Prior to ECG, Lillian worked as a project assistant for the National Council for Behavioral Health (now the National Council for Mental Wellbeing), where she supported more than 100 behavioral health organizations in New York as they prepared to transition to value-based payment structures. In doing so, she helped the entities assess and monitor progress toward value-based readiness and improve performance on various quality-related metrics, such as medication adherence rates and community outreach.

Alan Tannous

Lead Analyst

Manager



Alan is a finance and healthcare professional whose innovative approaches and strong leadership skills have helped the leaders of hospitals, health systems, and physician practices make informed strategic decisions for their organizations. For more than 14 years, Alan has served in financial, operational, and consulting roles that have enabled leading healthcare organizations to achieve their strategic and operational objectives.

Alan's experience allows him to drive vision, strategy, and direction for solutions that support business development and help clients achieve organizational growth. At ECG, his work has focused on strategy development across varied areas, including reimbursement rate assessments and rate negotiations with payers, the restructuring of rate methodologies, and M&A black box analyses. Before joining ECG, Alan worked with Truven Health Analytics as a senior analytic consultant. There, he developed health and wellness analyses for large, self-insured employer clients, recommending solutions to improve the health of their employees and reduce their cost of care.

Schedule and Budget

ECG is enthusiastic about the opportunity to assist IVHD/PMH and ECRMC with these two key components. We are prepared to initiate project activities upon receiving your authorization to proceed. ECG understands that this engagement needs to be completed by the end of December 2025, which is a 2-month period. ECG can meet this expectation as long as data is received in a timely fashion.

Our professional fees are determined by the actual hours worked on the engagement multiplied by our standard hourly rates. For purposes of the estimated budget, ECG is using an average billing rate of \$535 per hour. For Component One – Black Box Analysis, we estimated our fees at \$61,525 to \$74,900 with hours ranging from 115 to 140. For Component Two: Payer Contracting Strategy, ECG fees are estimated at \$34,775 to \$40,125 with hours ranging from 65 to 75. Total fees for both components range from \$96,300 to \$115,025.

Project-related expenses are typically 15% of professional fees and include travel, data acquisition, phone, and other out-of-pocket expenses. This budget estimate is predicated on the assumption that all the requested information will be provided within a reasonable time frame and in electronic format. ECG does not collect receipts for project-related expenses that are \$25 or less. Payment is expected within 15 business days of receipt of invoice.

During the engagement, we will bill monthly for our services based on the actual fees and project-related expenses incurred.

Terms and Conditions

This agreement (“Agreement”) outlines the services to be provided by ECG (“Services”) and shall be subject to ECG’s standard terms and conditions, as set forth below.

- Any changes to the Agreement must be confirmed in writing by ECG and the client. Notwithstanding the foregoing, ECG’s hourly rates are subject to adjustment annually on October 1 and upon a particular consultant’s promotion in rank. Payment for professional fees and project-related expenses is due within 15 business days of receipt of invoice.
- The Services are not a work for hire. ECG retains full ownership of its data and information, including, without limitation, playbooks, pricing information and commercial strategies, technical know-how and trade secrets, supplier information, notes, analyses, compilations, forecasts, studies, work product, data, and other materials prepared by ECG (“ECG Data”). ECG grants the client a limited, revocable, nonexclusive, nontransferable, nonsublicensable license to use any of the ECG Data provided by ECG to the client as part of the Services.
- The Services are intended solely for the client’s internal use and may not be used externally nor included in or referred to in any offering statement, purchase or financing agreement, or other document without ECG’s written approval. Depending on the proposed use, such approval may require additional work and associated expenses.

- The client acknowledges that, in the course of this engagement, ECG may provide third-party data that is used under license by ECG. No sublicense is created by the inclusion of this data in ECG documents, and the client agrees that this data is for the client's internal use only, in connection with the Services, and may not be used for any other purposes or shared with third parties.
- ECG will maintain as confidential all data and other information, either written or verbal, the client provides to ECG in connection with the Services ("Client Data") and will not disclose it to any third party without the client's prior approval, except in response to a subpoena or court order.
- If ECG is required to respond to any subpoena, reply to any request for production of documents or interrogatories, or appear for deposition in any hearing or civil proceeding arising from matters pertaining to the Agreement, the client shall reimburse ECG for all expenses and professional time at ECG's standard rates.
- ECG may use Client Data for research and internal business purposes, including as a source for or contribution to benchmarking tools or reports developed by ECG. Certain benchmarking tools and reports developed by ECG may be shared with third parties, including other clients of ECG. If any Client Data is utilized in a benchmarking tool or report shared with third parties, it will be deidentified or aggregated with data from other sources (including, but not limited to, other ECG clients, surveys, and third-party products and tools purchased by ECG) such that the confidentiality of the Client Data will be maintained.
- To the extent the Services require the Disclosure of Protected Health Information (as those terms are defined in HIPAA) to ECG, the client shall limit such Disclosures to the minimum amount of Protected Health Information necessary for the Services. In addition, the client shall ensure any electronic Protected Health Information it discloses to ECG has been encrypted.
- For the term of the Agreement and one year after its expiration or termination, the client agrees that it will not hire any employee of ECG who worked on this engagement. In the event the client hires an ECG employee who participated in this engagement, the client agrees to pay ECG an amount equal to the employee's first-year base salary, provided that the client may generally advertise available positions and hire ECG employees who either respond to such advertisements or who come to the client on their own initiative without direct or indirect encouragement from the client.
- Any disputes that may arise in connection with the Agreement that cannot be mutually resolved shall be submitted to binding arbitration under the rules and procedures of the American Arbitration Association.
- ECG's liability for damages relating to or arising from the Services provided under this Agreement will be limited to gross negligence, fraud, or willful misconduct and shall not exceed the total amount paid for the Services described herein. Furthermore, the client agrees that ECG will not be liable for any lost revenue or for any claims or demands against the client by any other party. In no event will ECG be liable under any legal theory for any indirect, incidental, punitive, or consequential damages, even if ECG has been advised of the possibility

of such damages. No action, regardless of form, arising out of the Services may be brought by either party more than three years after the date of the last Services provided under the Agreement.

Proposal Acceptance

Please sign and return a copy indicating your acceptance of this proposal.

Acknowledged and Accepted By:

Pioneers Memorial Hospital

Signature

Date

Name (print)

Title

El Centro Regional Medical Center

Signature

Date

Name (print)

Title

Acknowledged and Accepted By:

ECG MANAGEMENT CONSULTANTS

Signature

Date

Ken Steele

Partner

Name (print)

Title

Appendix A

Relevant Project Experience



APPENDIX A

Relevant Project Experience

Why ECG?

For more than 50 years, ECG has developed a reputation as the leading consulting resource available to help healthcare providers better understand their environments and craft the transformational strategies and tactics needed to achieve their strategic, business, and mission objectives. We are committed to providing our clients with actionable and research-based recommendations that help them achieve sustainable growth and change. More than 80% of our clients return to ECG for additional consulting support as they face the many challenges of today's dynamic healthcare environment.

ECG has dozens of managed care clients in California, including academic medical centers, hospitals, health systems, medical groups, ASCs, and more. We have provided managed care contracting services to clients including but not limited to the following:

- Hospitals and health systems
 - Adventist Health Clear Lake, Clearlake, CA
 - Adventist Health Howard Memorial, Willits, CA
 - Adventist Health Northern California Network, Santa Rosa, CA
 - Adventist Health St. Helena, Saint Helena, CA
 - Adventist Health Ukiah Valley, Ukiah, CA
 - Enloe Medical Center, Chico, CA
 - Chinese Hospital, San Francisco, CA
 - MarinHealth Medical Center, Greenbrae, CA
 - Kaiser Permanente, Oakland, CA
 - Kaiser Permanente, Pasadena, CA
 - Community Memorial Healthcare, Ventura, CA
 - Ventura County Medical Center, Ventura, CA
 - Loma Linda University Medical Center, Loma Linda, CA
 - Loma Linda University Medical Center Murrieta, Murrieta, CA
 - Children's Hospital Los Angeles, Los Angeles, CA
 - Cedars-Sinai Medical Center, Los Angeles, CA
 - Huntington Hospital
 - Pomona Valley Hospital Medical Center, Pomona, CA
 - Martin Luther King Jr. Community Hospital, Los Angeles, CA
 - USC Arcadia Hospital, Arcadia, CA

- Sharp HealthCare, San Diego, CA

Northwestern Medicine and Centegra Health System

Chicago, IL

Black Box Analysis: Managed Care Contracting—Potential Purchase Impact



In 2016, Northwestern Medicine and Centegra Health System signed a Letter of Intent to discuss an affiliation. As part of due diligence for the potential affiliation, ECG was engaged by Northwestern Medicine to evaluate the two systems' managed care hospital contracts for major commercial payers to:

Determine the financial impact of a potential affiliation.

- Perform a black box analysis focusing on the aggregate hospital revenue impact without individual payers being identified.

ECG's financial analysis determined the potential net revenue impact of achieving the higher of the per diem payments or profitability levels between the two systems. ECG used two methods of comparison:

- Payments per days
- Profitability

The payer contracting review and analysis focused on the following five major payers:

- Aetna (including Coventry Health Care)
- Blue Cross and Blue Shield of Illinois
- Cigna Healthcare of Illinois
- Humana
- UHC

The analysis assisted in informing the planning process as it related to managed care contract transitions and the identification of associated risks and opportunities. The merger between the two organizations was effective September 1, 2018.

Presence Health

Chicago, IL

Managed Care Executive Management



ECG spent approximately 18 months at Presence Health, both prior to and after the merger of Resurrection Health Care and Provena Health. ECG provided interim vice president of managed care leadership at Resurrection Health Care and then performed the same role for Presence Health. We were responsible for day-to-day management of the managed care department, payer contracting strategy, and implementation. Along with the Presence Health chief financial officer, ECG successfully negotiated multiple major payer contracts, including a two-year agreement with Blue Cross and Blue Shield of Illinois, resulting in significant rate increases, lump-sum payments, and capital contributions.

Johns Hopkins All Children's Hospital (JHACH)

St. Petersburg, FL

Developing a Managed Care Strategy and Supporting Negotiations



JHACH acts as one delivery system composed of an acute care pediatric hospital, more than 250 pediatric subspecialists, highly skilled and trained allied health professionals, extensive ambulatory services, pediatric home healthcare, and DME. Services are provided at multiple locations throughout Florida to meet the needs of this population. JHACH was named a top-50 Best Children's Hospital by *U.S. News & World Report* and provides world-class care in more than 43 pediatric medical and surgical subspecialties.

ECG was engaged to develop a managed care strategy, which led to our taking the lead on major payer contract negotiations. The payer portfolio was renegotiated and consisted of all major commercial and Medicaid managed care plans. The negotiations represented \$259 million in hospital and physician revenue. ECG collaborated with a Managed Care Steering Committee, developing strategy and setting minimums and targets. Negotiations to date have resulted in a managed care compounded revenue increase of \$90 million over the next three years, including hospital and physician services. Based on the results of the first round of negotiations, ECG was engaged to lead a second round of negotiations, which was focused on the top commercial payers. Negotiations were successfully concluded for all top commercial payers.

MUSC Health

Charleston, SC

Managed Care Payer Strategy



ECG led a process to help MUSC refine and communicate its payer strategy. We did extensive benchmarking of rates compared to other major providers in South Carolina as well as assessing the market position of the health systems in terms of provider composition, geographic footprint, service offerings, etc. We also interviewed leaders throughout the organization to understand issues, challenges, and opportunities relating to payer strategy. Finally, we provided an assessment of the major payers' enrollment, product mix, and financial performance. It culminated in a half-day retreat involving 60 to 70 leaders from across the organization to address questions such as:

- What is our overall payer strategy?
- What are our rates, and how do they compare to the market?
- How quickly can or should we transition to value-based reimbursement?
- What are the implications of an expanding MA population?
- What are our competitors doing?
- How can we alleviate operational issues with payers?
- Should we work more collaboratively with the largest payer(s) or try to help the smaller payers be more competitive?

These activities resulted in a much broader understanding of the organizations' payer strategy and the identification of several major initiatives that the managed care department will be implementing over the next three to five years.

Memorial Sloan Kettering Cancer Center (MSK)

New York, NY

Managed Care Contracting Benchmarking: Multiple Competitor Hospitals



MSK is a renowned cancer center, attracting patients nationally and internationally. MSK had a number of managed care commercial payer contracts up for renewal in the coming year. To prepare for negotiations, MSK needed insight in the market rates for professional and HOPD services. Accordingly, ECG conducted a reimbursement benchmarking assessment using data from Stratason and FAIR Health. The data was utilized to understand client, competitor, and payer market rates. The information was essential in planning for and pricing provider rate proposals to payers. FAIR Health benchmarks were used to determine the 25th, 50th, 75th, and 90th percentile payment rates for the following CPT categories: E&M, surgery, imaging, lab/pathology, and medicine. ECG benchmarked both professional and HOPD rates in multiple geozips.

ECG provided similar benchmarking utilizing the Stratason data set by CPT code category for UHC and Aetna. The benchmarking included multiple competitor benchmarks, with rates expressed as a percentage of Medicare.

The University of Kansas Health System (TUKHS)

Kansas City, KS

Managed Care Reimbursement and Organizational Assessment, Interim Management, and Contract Negotiations



ECG was first engaged to assist TUKHS in the assessment of its physician and hospital commercial payer reimbursement levels and in the development of a comprehensive managed care strategy. The assessment identified a material gap between the then-current commercial reimbursement levels and

those that would be expected for an academic medical center offering a range and depth of specialized services not otherwise available in the market. Serving in the role of interim vice president for managed care, ECG collaborated with TUKHS and subsequently led the renegotiation of contracts with each of the five major commercial payers, successfully bridging the reimbursement gap.

Rutgers Health

Newark, NJ

Managed Care Services



ECG currently provides the managed care contracting function for Rutgers Health Group, which is an integrated provider organization with more than 900 faculty and providers (medical and dental). ECG's services include negotiation and analytical support of all managed care contracts, strategy development, and managed care operations advice.

Enloe Medical Center

Chico, CA

Managed Care Department Staffing, Leadership, and Contract Negotiations



Enloe Medical Center is an integrated 298-bed, nonprofit hospital serving patients and community members throughout Butte County and California's North State. Enloe provides comprehensive medical and surgical services, including cardiac surgery and heart care, neurosurgery, orthopedics, total joint replacements, cancer care, pregnancy care, women's services, and bariatrics. Enloe is one of two Level II trauma centers north of Sacramento, with the region's only Level II neonatal ICU, along with the operation of FlightCare ambulance services. ECG is serving as the managed care department for Enloe, providing ongoing consultation and managed care leadership. We have successfully renegotiated both the hospital and physician contracts for Anthem Blue Cross, Blue Shield of California, Aetna, and other regional payers.

Tampa General Hospital

Tampa, FL

Development of Payer Strategy



Tampa General Hospital is a level I trauma center, children’s medical center, and heart transplant center with more than 1,000 beds. Over a series of engagements, ECG developed a five-year strategic plan focusing on academic and research relationships, clinical service, market growth, physician development and alignment, regional hospital/health system partnerships and payer relationships. In addition, ECG assisted in the implementation of the strategic plan.

Children’s Hospital Los Angeles Medical Group (CHLAMG)

Los Angeles, CA

Managed Care Strategy



CHLAMG is the medical staff for Children’s Hospital Los Angeles, the seventh-ranked children’s hospital in the country per *U.S. News & World Report*. CHLAMG is also the faculty for the Keck School of Medicine of USC. ECG developed a managed care strategy that focused on pricing for commercial and Medi-Cal services. With the acceptance of the managed care strategy, ECG was asked to negotiate the CHLAMG contracts. As a result of the renegotiating 42 payer contracts (commercial, Medi-Cal managed care–delegated groups), CHLAMG revenue increased by \$7.8 million over a three-year period.

Anesthesia	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	7,393,570	6,574,141	819,429
DEDUCTIONS FROM REVENUE	5,515,603	5,062,089	
NET PATIENT REVENUES	1,877,967	1,512,052	365,914
OPERATING EXPENSES			
SALARIES	33,131	3,135	
BENEFITS	8,183	834	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	41,314	3,969	37,345
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	2,981,786	2,588,704	
SUPPLIES	162,577	31,271	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	260	0	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	13,194	252	
ALL NON-LABOR	3,157,817	2,620,226	537,591
TOTAL OPERATING EXPENSES	3,199,132	2,624,195	574,936
NET OPERATING MARGIN	(1,321,165)	(1,112,143)	(209,022)

Cardiac Cath	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	397,273	244,435	152,837
DEDUCTIONS FROM REVENUE	241,939	192,860	
NET PATIENT REVENUES	155,334	51,576	103,758
OPERATING EXPENSES			
SALARIES	0	0	
BENEFITS	0	0	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	0	0	0
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	11,071	3,661	
PURCHASED SERVICES	0	2,130	
REPAIRS AND MAINTENANCE	180,563	137,600	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	61	457	
ALL NON-LABOR	191,695	143,847	47,848
TOTAL OPERATING EXPENSES	191,695	143,847	47,848
NET OPERATING MARGIN	(36,361)	(92,271)	55,910

**Comprehensive Women's at Pioneers
C-WHAP**

**FY2025
FYTD
ACTUAL
JUN 2025**

**FY2024
FYTD
PRIOR YEAR
JUN 2024**

**FYTD
ACT-PRIOR
VARIANCE**

GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	4,029,956	2,199,371	1,830,585
DEDUCTIONS FROM REVENUE	2,861,269	1,182,162	
NET PATIENT REVENUES	1,168,687	1,017,209	151,478
OPERATING EXPENSES			
SALARIES	638,052	703,831	
BENEFITS	157,599	187,219	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	795,651	891,050	795,651
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	921,490	897,409	
SUPPLIES	102,358	77,608	
PURCHASED SERVICES	4,942	7,002	
REPAIRS AND MAINTENANCE	5,523	3,724	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	180,570	191,332	
ALL NON-LABOR	1,214,883	1,177,076	37,807
TOTAL OPERATING EXPENSES	2,010,534	2,068,126	(57,592)
NET OPERATING MARGIN	(841,847)	(1,050,917)	209,070

	4,850	4,017
Gross Rev per Stat	830.92	547.52
Net per Stat	240.97	253.23
Expense per Stat	414.54	514.84

**Diagnostic Services
CT, IR, MRI, Nuc Med, Radiology, US**

FY2025
FYTD
ACTUAL
JUN 2025

FY2024
FYTD
PRIOR YEAR
JUN 2024

FYTD
ACT-PRIOR
VARIANCE

	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	124,433,138	103,212,494	21,220,644
DEDUCTIONS FROM REVENUE	93,947,019	81,007,045	
NET PATIENT REVENUES	30,486,119	22,205,449	8,280,670
OPERATING EXPENSES			
SALARIES	3,654,786	3,560,997	
BENEFITS	902,732	947,225	
REGISTRY & CONTRACT	157,162	0	
TOTAL STAFFING EXPENSE	4,714,679	4,508,222	206,457
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	2,217,068	1,667,655	
SUPPLIES	964,103	1,022,875	
PURCHASED SERVICES	24,809	41,826	
REPAIRS AND MAINTENANCE	1,025,387	1,071,980	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	214,841	186,207	
ALL NON-LABOR	4,446,207	3,990,543	455,665
TOTAL OPERATING EXPENSES	9,160,887	8,498,765	662,122
NET OPERATING MARGIN	21,325,232	13,706,685	7,618,547

Emergency Room	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	100,168,450	98,882,476	1,285,974
DEDUCTIONS FROM REVENUE	84,542,172	84,940,047	
NET PATIENT REVENUES	15,626,278	13,942,429	1,285,974
OPERATING EXPENSES			
SALARIES	6,214,700	6,372,674	
BENEFITS	1,535,031	1,695,131	
REGISTRY & CONTRACT	92,413	160	
TOTAL STAFFING EXPENSE	7,842,143	8,067,966	(225,822)
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	181,250	189,670	
SUPPLIES	1,011,721	381,016	
PURCHASED SERVICES	9	0	
REPAIRS AND MAINTENANCE	51,546	145,121	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	74,473	76,611	
ALL NON-LABOR	1,319,000	792,419	526,581
TOTAL OPERATING EXPENSES	9,161,143	8,860,384	300,759
NET OPERATING MARGIN	6,465,135	5,082,045	1,383,090

Visits	45,669	46,553
Gross Revenue per Visit	2,193	2,124
Expense per Visit	201	190

Center for Digestive and Liver Disease
CDLD/GI/Gastro

FY2025
FYTD
ACTUAL
JUN 2025

FY2024
FYTD
PRIOR YEAR
JUN 2024

FYTD
ACT-PRIOR
VARIANCE

	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	997,584	477,654	519,930
DEDUCTIONS FROM REVENUE	329,203	85,500	
NET PATIENT REVENUES	668,381	392,154	276,227
OPERATING EXPENSES			
SALARIES	251,377	2,387	
BENEFITS	62,090	635	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	313,467	3,023	310,445
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	585,103	400,000	
SUPPLIES	9,457	9,752	
PURCHASED SERVICES	3,374	21,200	
REPAIRS AND MAINTENANCE	0	0	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	60,414	61,002	
ALL NON-LABOR	658,348	491,955	166,393
TOTAL OPERATING EXPENSES	971,815	494,977	476,838
NET OPERATING MARGIN	(303,434)	(102,823)	(200,611)

Infusion Center	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	510,869	293,654	217,215
DEDUCTIONS FROM REVENUE	391,326	225,233	
NET PATIENT REVENUES	119,543	68,421	51,122
OPERATING EXPENSES			
SALARIES	316,711	270,080	
BENEFITS	78,228	71,841	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	394,939	341,921	53,018
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	31,661	143,866	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	2,712	58,110	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	3,418	1,459	
ALL NON-LABOR	37,792	203,435	(165,644)
TOTAL OPERATING EXPENSES	432,730	545,356	(112,626)
NET OPERATING MARGIN	(313,187)	(476,935)	163,748

ICU	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	8,575,745	9,536,152	(960,407)
DEDUCTIONS FROM REVENUE	6,508,990	7,342,837	
NET PATIENT REVENUES	2,066,755	2,193,315	(126,560)
OPERATING EXPENSES			
SALARIES	2,547,372	2,358,215	
BENEFITS	629,201	627,285	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	3,176,573	2,985,500	191,072
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	278,065	78,545	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	9,147	3,960	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	69,857	1,471	
ALL NON-LABOR	357,070	83,976	273,093
TOTAL OPERATING EXPENSES	3,533,642	3,069,477	464,166
NET OPERATING MARGIN	(1,466,888)	(876,162)	(590,726)

Patient Days	1,342	1,196
Gross Revenue per Day	6,390	7,973
Expense per Day	2,633	2,566

Laboratory Services	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	58,887,239	56,220,284	2,666,954
DEDUCTIONS FROM REVENUE	46,638,693	43,105,334	
NET PATIENT REVENUES	12,248,546	13,114,950	(866,405)
OPERATING EXPENSES			
SALARIES	3,118,072	2,830,617	
BENEFITS	770,164	752,944	
REGISTRY & CONTRACT	4,200	0	
TOTAL STAFFING EXPENSE	3,892,435	3,583,561	308,875
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	82,500	90,000	
SUPPLIES	3,156,932	2,813,410	
PURCHASED SERVICES	945,994	1,209,133	
REPAIRS AND MAINTENANCE	82,346	378,545	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	107,849	101,518	
ALL NON-LABOR	4,375,622	4,592,605	(216,984)
TOTAL OPERATING EXPENSES	8,268,057	8,176,166	91,891
NET OPERATING MARGIN	3,980,488	4,938,784	(958,296)

Med Surg	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	29,498,112	27,241,026	2,257,086
DEDUCTIONS FROM REVENUE	19,586,746	18,752,395	
NET PATIENT REVENUES	9,911,366	8,488,631	1,422,735
OPERATING EXPENSES			
SALARIES	7,675,114	6,869,262	
BENEFITS	1,895,753	1,827,224	
REGISTRY & CONTRACT	106,921	526,224	
TOTAL STAFFING EXPENSE	9,677,789	9,222,710	455,079
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	583,472	162,104	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	12,857	18,010	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	38,612	18,871	
ALL NON-LABOR	634,940	198,985	435,955
TOTAL OPERATING EXPENSES	10,312,729	9,421,695	891,033
NET OPERATING MARGIN	(401,363)	(933,065)	531,702

Patient Days	11,564	10,905
Gross Revenue per Day	2,551	2,498
Expense per Day	892	864

NICU	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	3,488,492	3,890,244	(401,752)
DEDUCTIONS FROM REVENUE	2,473,341	2,707,610	
NET PATIENT REVENUES	1,015,151	1,182,634	(167,483)
OPERATING EXPENSES			
SALARIES	1,796,461	1,811,701	
BENEFITS	443,726	481,912	
REGISTRY & CONTRACT	149,240	32,253	
TOTAL STAFFING EXPENSE	2,389,427	2,325,866	63,561
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	(10,000)	10,000	
SUPPLIES	111,600	104,968	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	20,770	12,626	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	41,555	29,150	
ALL NON-LABOR	163,924	156,744	7,181
TOTAL OPERATING EXPENSES	2,553,352	2,482,610	70,741
NET OPERATING MARGIN	(1,538,200)	(1,299,976)	(238,224)

Patient Days	1,362	1,301
Gross Revenue per Day	2,561	2,990
Expense per Day	1,875	1,908

Pioneers Childrens Health Center PCHC	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	1,894,377	2,496,057	(601,680)
DEDUCTIONS FROM REVENUE	653,560	259,590	
NET PATIENT REVENUES	1,240,817	2,236,467	(995,650)
OPERATING EXPENSES			
SALARIES	647,854	440,896	
BENEFITS	160,020	117,278	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	807,874	558,174	249,700
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	529,941	633,275	
SUPPLIES	96,960	96,689	
PURCHASED SERVICES	4,761	31,038	
REPAIRS AND MAINTENANCE	4,620	14,156	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	207,628	180,791	
ALL NON-LABOR	843,910	955,949	(112,039)
TOTAL OPERATING EXPENSES	1,651,785	1,514,123	137,661
NET OPERATING MARGIN	(410,968)	722,344	(1,133,312)

	8,926	8,037
Gross Rev per Stat	212.23	310.57
Net per Stat	139.01	278.27
Expense per Stat	185.05	188.39

Pediatrics	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	2,050,958	1,660,954	390,004
DEDUCTIONS FROM REVENUE	1,331,072	1,136,093	
NET PATIENT REVENUES	719,886	524,861	195,025
OPERATING EXPENSES			
SALARIES	865,292	864,095	
BENEFITS	213,727	229,849	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	1,079,019	1,093,944	(14,925)
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	55,319	17,316	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	0	560	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	42	256	
ALL NON-LABOR	55,361	18,132	37,229
TOTAL OPERATING EXPENSES	1,134,380	1,112,076	22,305
NET OPERATING MARGIN	(414,494)	(587,214)	172,720

Patient Days	824	812
Gross Revenue per Day	2,489	2,046
Expense per Day	1,377	1,370

Pioneers Health Center PHC (exp)	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	8,246,752	9,570,409	(1,323,658)
DEDUCTIONS FROM REVENUE	4,708,895	4,067,424	
NET PATIENT REVENUES	3,537,857	5,502,985	(1,965,129)
OPERATING EXPENSES			
SALARIES	1,674,898	1,602,818	
BENEFITS	413,700	426,350	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	2,088,597	2,029,168	59,429
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	1,259,714	1,384,403	
SUPPLIES	110,287	91,719	
PURCHASED SERVICES	9,006	44,433	
REPAIRS AND MAINTENANCE	29,309	24,238	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	306,126	270,309	
ALL NON-LABOR	1,714,442	1,815,102	(100,660)
TOTAL OPERATING EXPENSES	3,803,039	3,844,270	(41,231)
NET OPERATING MARGIN	(265,183)	1,658,715	(1,923,898)

	32,035	31,422
Gross Rev per Stat	257.43	304.58
Net per Stat	110.44	175.13
Expense per Stat	118.72	122.34

Pioneers Health Center PHC (rev)	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	9,649	7,987,325	(7,977,676)
DEDUCTIONS FROM REVENUE	5,509	3,394,613	
NET PATIENT REVENUES	4,139	4,592,712	(4,588,573)
OPERATING EXPENSES			
SALARIES	0	0	
BENEFITS	0	0	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	0	0	0
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	0	0	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	0	0	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	0	0	
ALL NON-LABOR	0	0	0
TOTAL OPERATING EXPENSES	0	0	0
NET OPERATING MARGIN	4,139	4,592,712	(4,588,573)

Recovery	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	7,143,136	8,902,409	(1,759,273)
DEDUCTIONS FROM REVENUE	5,328,779	6,854,855	
NET PATIENT REVENUES	1,814,357	2,047,554	(233,198)
OPERATING EXPENSES			
SALARIES	2,275,085	1,811,456	
BENEFITS	561,946	481,847	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	2,837,031	2,293,303	543,728
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	43,451	6,777	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	0	0	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	0	0	
ALL NON-LABOR	43,451	6,777	36,674
TOTAL OPERATING EXPENSES	2,880,482	2,300,080	580,402
NET OPERATING MARGIN	(1,066,126)	(252,526)	(813,600)

**Respiratory Services
EKG, ECHO, EEG, Cardio, Resp**

**FY2025
FYTD
ACTUAL
JUN 2025**

**FY2024
FYTD
PRIOR YEAR
JUN 2024**

**FYTD
ACT-PRIOR
VARIANCE**

GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	16,286,926	13,839,385	2,447,541
DEDUCTIONS FROM REVENUE	10,781,945	10,549,082	
NET PATIENT REVENUES	5,504,981	3,290,304	2,214,678
OPERATING EXPENSES			
SALARIES	1,391,717	1,110,653	
BENEFITS	343,754	295,434	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	1,735,471	1,406,086	329,385
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	406,815	387,509	
SUPPLIES	289,144	140,345	
PURCHASED SERVICES	49,738	17,862	
REPAIRS AND MAINTENANCE	66,803	93,211	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	21,447	19,313	
ALL NON-LABOR	833,947	658,240	175,707
TOTAL OPERATING EXPENSES	2,569,418	2,064,326	505,092
NET OPERATING MARGIN	2,935,563	1,225,977	1,709,586

Calexico Health Center CHC	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	2,803,824	2,372,564	431,260
DEDUCTIONS FROM REVENUE	1,729,960	1,091,380	
NET PATIENT REVENUES	1,073,865	1,281,185	(207,320)
OPERATING EXPENSES			
SALARIES	858,290	719,733	
BENEFITS	211,998	191,449	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	1,070,288	911,182	159,107
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	68,615	195,258	
SUPPLIES	16,698	30,000	
PURCHASED SERVICES	44,928	55,749	
REPAIRS AND MAINTENANCE	23,513	27,995	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	290,037	302,741	
ALL NON-LABOR	443,792	611,743	(167,951)
TOTAL OPERATING EXPENSES	1,514,080	1,522,925	(8,844)
NET OPERATING MARGIN	(440,216)	(241,740)	(198,476)

	11,556	8,922
Gross Rev per Stat	242.63	265.92
Net per Stat	92.93	143.60
Expense per Stat	131.02	170.69

Specialty Center at Pioneers SCAP	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	0	0	0
DEDUCTIONS FROM REVENUE	0	0	
NET PATIENT REVENUES	0	0	0
OPERATING EXPENSES			
SALARIES	214	0	
BENEFITS	53	0	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	266	0	266
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	0	(1,084)	
PURCHASED SERVICES	0	5,339	
REPAIRS AND MAINTENANCE	664	1,990	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	64,489	64,029	
ALL NON-LABOR	65,153	70,274	(5,122)
TOTAL OPERATING EXPENSES	65,419	70,274	(4,855)
NET OPERATING MARGIN	(65,419)	(70,274)	4,855

Surgery	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
DHS REVENUE	0	0	0
I/P ANCILLARY REVENUE	11,997,118	6,452,643	5,544,475
O/P ANCILLARY REVENUE	15,709,993	26,217,969	(10,507,975)
GROSS PATIENT REVENUE	27,707,111	32,670,611	(4,963,501)
DEDUCTIONS FROM REVENUE	20,669,505	25,060,869	
NET PATIENT REVENUES	7,037,606	7,609,742	(572,136)
OPERATING EXPENSES			
SALARIES	2,454,970	2,169,837	
BENEFITS	606,378	577,177	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	3,061,348	2,747,014	314,335
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	1,453,466	1,375,514	
SUPPLIES	3,005,021	3,098,985	
PURCHASED SERVICES	49,500	13,684	
REPAIRS AND MAINTENANCE	307,986	199,810	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	454,140	141,592	
ALL NON-LABOR	5,270,112	4,829,585	440,527
TOTAL OPERATING EXPENSES	8,331,460	7,576,599	754,861
NET OPERATING MARGIN	(1,293,854)	33,143	(1,326,997)

Surgical Health at Pioneers SHAP	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	423,223	1,209,122	(785,899)
DEDUCTIONS FROM REVENUE	215,843	704,918	
NET PATIENT REVENUES	207,379	504,204	(296,825)
OPERATING EXPENSES			
SALARIES	90,228	62,795	
BENEFITS	22,286	16,703	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	112,515	79,498	33,016
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	969,230	1,025,577	
SUPPLIES	5,094	1,870	
PURCHASED SERVICES	3,701	31,565	
REPAIRS AND MAINTENANCE	0	89	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	64,818	71,760	
ALL NON-LABOR	1,042,844	1,130,860	(88,017)
TOTAL OPERATING EXPENSES	1,155,358	1,210,359	(55,001)
NET OPERATING MARGIN	(947,979)	(706,155)	(241,824)

	681	598
Gross Rev per Stat	621.47	2,021.94
Net per Stat	304.52	843.15
Expense per Stat	1,696.56	2,024.01

Therapy Services

	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
DHS REVENUE	0	0	0
I/P ANCILLARY REVENUE	1,013,483	879,665	133,819
O/P ANCILLARY REVENUE	2,129,460	1,809,716	319,744
GROSS PATIENT REVENUE	3,142,943	2,689,381	453,562
DEDUCTIONS FROM REVENUE	2,435,781	2,038,756	
NET PATIENT REVENUES	707,162	650,624	56,538
OPERATING EXPENSES			
SALARIES	874,043	784,662	
BENEFITS	215,889	208,720	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	1,089,932	993,382	96,550
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	0	0	
SUPPLIES	4,619	2,294	
PURCHASED SERVICES	0	0	
REPAIRS AND MAINTENANCE	0	0	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	97,551	132,944	
ALL NON-LABOR	102,169	135,238	(33,069)
TOTAL OPERATING EXPENSES	1,192,101	1,128,620	63,481
NET OPERATING MARGIN	(484,939)	(477,996)	(6,943)

Urology	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	2,676,875	4,003,843	(1,326,968)
DEDUCTIONS FROM REVENUE	1,782,799	3,183,055	
NET PATIENT REVENUES	894,076	820,788	73,288
OPERATING EXPENSES			
SALARIES	393,496	339,826	
BENEFITS	97,193	90,394	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	490,689	430,220	60,469
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	491,949	565,000	
SUPPLIES	101,384	108,519	
PURCHASED SERVICES	6,361	50,497	
REPAIRS AND MAINTENANCE	3,770	8,020	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	74,162	74,800	
ALL NON-LABOR	677,627	806,835	(129,208)
TOTAL OPERATING EXPENSES	1,168,316	1,237,055	(68,739)
NET OPERATING MARGIN	(274,240)	(416,267)	142,028

	3,898	3,814
Gross Rev per Stat	686.73	1,049.78
Net per Stat	229.37	215.20
Expense per Stat	299.72	324.35

Vascular Access	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	261,732	268,014	(6,283)
DEDUCTIONS FROM REVENUE	0	0	
NET PATIENT REVENUES	261,732	268,014	(6,283)
OPERATING EXPENSES			
SALARIES	0	0	
BENEFITS	0	0	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	0	0	0
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	417,033	332,680	
SUPPLIES	0	(855)	
PURCHASED SERVICES	19,755	16,080	
REPAIRS AND MAINTENANCE	0	0	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	63,412	50,949	
ALL NON-LABOR	500,201	398,855	101,346
TOTAL OPERATING EXPENSES	500,201	398,855	101,346
NET OPERATING MARGIN	(238,469)	(130,840)	(107,629)

Women's Health at Pioneers WHAP	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	1,149,996	2,265,435	(1,115,438)
DEDUCTIONS FROM REVENUE	514,048	1,030,773	
NET PATIENT REVENUES	635,948	1,234,662	(598,714)
OPERATING EXPENSES			
SALARIES	584,748	618,914	
BENEFITS	144,433	164,631	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	729,181	783,546	(54,365)
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	94,303	139,692	
SUPPLIES	39,435	72,730	
PURCHASED SERVICES	1,467	6,752	
REPAIRS AND MAINTENANCE	6,205	404	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	124,023	129,600	
ALL NON-LABOR	265,433	349,179	(83,746)
TOTAL OPERATING EXPENSES	994,613	1,132,724	(138,111)
NET OPERATING MARGIN	(358,665)	101,937	(460,603)

	4,830	5,805
Gross Rev per Stat	238.09	390.26
Net per Stat	131.67	212.69
Expense per Stat	205.92	195.13

Womens Services LDRP, GYN	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	34,729,024	37,657,440	(2,928,416)
DEDUCTIONS FROM REVENUE	22,049,062	21,433,594	
NET PATIENT REVENUES	12,679,962	16,223,846	(3,543,883)
OPERATING EXPENSES			
SALARIES	7,197,509	5,695,472	
BENEFITS	1,777,785	1,514,996	
REGISTRY & CONTRACT	1,082,800	1,881,424	
TOTAL STAFFING EXPENSE	10,058,094	9,091,892	966,202
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	839,938	806,125	
SUPPLIES	1,208,500	755,228	
PURCHASED SERVICES	344,242	405	
REPAIRS AND MAINTENANCE	50,414	164,694	
DEPRECIATION AND AMORTIZAT	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	20,729	67,606	
ALL NON-LABOR	2,627,748	1,950,802	676,946
TOTAL OPERATING EXPENSES	12,685,842	11,042,694	1,643,148
NET OPERATING MARGIN	(5,879)	5,181,152	(5,187,031)

Deliveries	2,011	2,201	9%
Gross per delivery	17,270	17,109	-1%
Expense per delivery	6,308	5,017	-26%

**Womens Services
LDRP, GYN**

GROSS PATIENT REVENUES
GROSS PATIENT REVENUE
DEDUCTIONS FROM REVENUE
NET PATIENT REVENUES
OPERATING EXPENSES
SALARIES
BENEFITS
REGISTRY & CONTRACT
TOTAL STAFFING EXPENSE
CONTRACT LABOR
PROFESSIONAL FEES
SUPPLIES
PURCHASED SERVICES
REPAIRS AND MAINTENANCE
DEPRECIATION AND AMORTIZAT
INSURANCE
HOSPITALIST PROGRAM
OTHER EXPENSE
ALL NON-LABOR
TOTAL OPERATING EXPENSES
NET OPERATING MARGIN

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Deliveries
Gross per delivery
Expense per delivery

Wound Care	FY2025 FYTD ACTUAL JUN 2025	FY2024 FYTD PRIOR YEAR JUN 2024	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES			
GROSS PATIENT REVENUE	3,445,475	4,917,014	(1,471,539)
DEDUCTIONS FROM REVENUE	2,535,869	3,815,603	
NET PATIENT REVENUES	909,605	1,101,411	(191,806)
OPERATING EXPENSES			
SALARIES	262,475	243,552	
BENEFITS	64,831	64,785	
REGISTRY & CONTRACT	0	0	
TOTAL STAFFING EXPENSE	327,306	308,337	18,969
CONTRACT LABOR	0	0	
PROFESSIONAL FEES	572,500	531,675	
SUPPLIES	61,436	69,186	
PURCHASED SERVICES	1,502	121,901	
REPAIRS AND MAINTENANCE	8,751	13,293	
DEPRECIATION AND AMORTIZATIO	0	0	
INSURANCE	0	0	
HOSPITALIST PROGRAM	0	0	
OTHER EXPENSE	121,245	121,112	
ALL NON-LABOR	765,435	857,166	(91,732)
TOTAL OPERATING EXPENSES	1,092,741	1,165,504	(72,763)
NET OPERATING MARGIN	(183,135)	(64,093)	(119,043)

	3,452	3,669
Gross Rev per Stat	998.11	1,340.15
Net per Stat	263.50	300.19
Expense per Stat	316.55	317.66

Imperial Valley HEALTHCARE DISTRICT

BOARD MEETING DATE: October 16th, 2025.

SUBJECT: Authorization to approve Emergency Medical Care On-Call for Evan Porter, M.D.

BACKGROUND: This agreement is for On-Call Emergency Medical Care for Orthopedic services for Imperial Valley Health Care District

KEY ISSUES: Physician will be compensated at a base compensation of (\$3,500) for each twenty-four hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than twenty-four hours. Incentive Bonus each quarter per twenty-four-hour call provided at (\$200.00).

CONTRACT VALUE: approximately \$126,000 value varies depending on Call Coverage and needs.

CONTRACT TERM: 2 years.

BUDGETED: yes

BUDGET CLASSIFICATION: On-Call

RESPONSIBLE ADMINISTRATOR: Christopher R. Bjornberg/Carly Zamora

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Emergency Medical Care On-Call for Evan Porter, M.D.

**EMERGENCY MEDICAL CARE
ON-CALL COVERAGE AGREEMENT
(ORTHOPEDIC SURGERY)**

This Agreement (“**Agreement**”) shall be effective as of _____ (“**Effective Date**”) and is entered into by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq.*, (“**Hospital**”) and **EVAN PORTER, M.D.** (“**Physician**”). Hospital and Physician are sometimes referred to individually as a “**Party**” and collectively as “**Parties**”.

RECITALS

A. Hospital is owner and operator of Pioneers Memorial Hospital, an acute care hospital located at 207 West Legion Road, Brawley, California and by the start date, may also own and operate a second general acute hospital located in El Centro, California.

B. Hospital operates an emergency department (“**Department**”) on its premises to serve the members of the community and other persons who may require immediate medical or hospital services.

C. In order to maintain “on-premises” emergency services the Hospital recognizes that it must comply with relevant statutory and administrative requirements including those set forth as follows. Pursuant to California Administrative Code Title 22 section 70455, the Department must provide experienced physicians in specialty categories to be available twenty-four hours a day, which specialties include orthopedic surgery. In addition, since the Hospital has an emergency department, the Hospital must comply with the Emergency Medical Treatment and Active Labor Act (“EMTALA”; 42 USC section 1395dd) and the regulations thereunder. Under EMTALA, the Department must provide for appropriate medical screening examination within the capability of the Department including ancillary services routinely available therein including the services of an orthopedic surgeon.

D. Physician, having the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital.

NOW THEREFORE, in consideration of the mutual promises made, the receipt and sufficiency of which are acknowledged, Hospital and Physician hereby agree as follows:

AGREEMENT

1 Duties and Obligations of Physician.

1.1 Adequate Coverage. Hospital hereby contracts with Physician to provide on-call emergency medical coverage in the Hospital as required by EMTALA as set forth in the attached Exhibit “A” (“**Coverage Services**”). Physician shall provide a monthly schedule of his availability for on-call emergency coverage in the Hospital to the Emergency Room Director and the Hospital’s Medical Staff Director at least 30 days prior to the commencement of the month for

which the schedule applies.

1.2 Patient Billing. Hospital shall bear exclusive responsibility for billing and collection for Physician's professional services rendered, and Physician shall not be entitled to any billing and collection activities for services rendered under this Agreement. The physician shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record services rendered in the Hospital's electronic medical record (EMR) system or on the forms provided by the Hospital. Physician shall provide Hospital with all information reasonably requested by Hospital to enable Hospital to (i) properly bill for the Professional Services provided by Physician to patients. It is understood and agreed that the Hospital shall handle at its expense all the administrative work of this billing.

1.3 Accounting for Services Performed. Physician shall provide a time log ("**Time Log**") in the format set forth in the attached Exhibit "B", to the Hospital's Medical Staff Office each month. This log must be legible, identify the time and date services were performed, and specify the nature of the Physician's activity. Because either Physician or Hospital may be called upon to provide a detailed summary of services performed for either state or federal government authorities, Physician acknowledges and understands that if Physician does not provide a time log in the manner specified herein, the Hospital will withhold any compensation due Physician from Hospital pursuant to this Agreement until such information is provided.

1.4 Malpractice Insurance. For the term of this agreement, hospital shall provide and maintain medical malpractice insurance on behalf of the Physician in a minimum amount of one million (1,000,000.00) per occurrence and three million (3,000,000.00) aggregate.

1.5 Reporting Requirements. Physician shall provide to the Emergency Room Director and Hospital Administration the current numbers for his office, residence and cellular telephones and to his mobile pager. Physician further agrees that he will respond to the Emergency Room no later than thirty (30) minutes after he has been contacted and asked to respond.

1.6 Transferring Physician. At any time when the Physician is providing emergency coverage pursuant to the terms of this agreement and assumes responsibility for the care or treatment of a patient in the emergency room of an admitted patient and such patient requires transfer to another facility, Physician agrees that he will act as the transferring physician assuring that all matters required for the transfer of such patient are completed expeditiously. If Physician is unable to effect a transfer, then Physician shall contact the Hospital's Chief of Staff to assist in facilitating with such a transfer.

2 Duties of Hospital.

2.1 Compensation. Hospital shall pay Physician three thousand, five hundred dollars (\$3,500.00) for each twenty-four (24) hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than 24-hours.

2.2 Incentive Bonus. Hospital shall pay Physician an incentive bonus each quarter equal to two hundred dollars (\$200.00) per twenty-four (24) hour call period provided. Such

payment shall be made within thirty (30) days after the end of each quarter.

2.3 Mileage. Hospital shall reimburse mileage to Physician for at standard IRS rate for qualified business-related purposes. Physician must submit a mileage reimbursement request that includes the following information for each trip: (1) Date of Trip; (2) Purpose of trip; (3) Origin; (4) Destination; and (5) Miles travelled.

2.4 Housing. Hospital shall provide local housing or other accommodation to Physician for any weekend that Physician provides call coverage.

2.5 Medical Staff Application Fees. Hospital shall waive the initial application fees, reappointment to be paid by the physician.

2.6 Payment. Compensation will be paid within thirty (30) days of receipt of a legible, complete and properly submitted Time Log.

3 Term and Termination.

3.1 Term of Agreement. The term of this Agreement is twenty-four (24) months, and shall commence on the Effective Date.

3.2 Termination.

3.2.1 Termination for Cause. Either Party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching Party has been provided written notice of the breach and has failed to cure said breach within thirty (30) days of the mailing by the non-breaching Party of such notice.

3.2.2 Immediate Termination. In the event that Physician's medical license is revoked or medical staff privileges at Hospital suspended, such action will be considered an incurable breach and this Agreement shall immediately terminate without further notice or cure period.

3.2.3 Jeopardy Event. Should the performance of either Party of any term, covenant, condition, or provision of this Agreement jeopardize the Hospital's license, Hospital's participation in Medicare, MediCal, other reimbursement or payment program (for example Blue Cross), Hospital's full accreditation by DNV Healthcare or any other state or nationally recognized accreditation organization, or the tax-exempt status of the District's bonds or any other District tax-exempt financing, or it is deemed illegal or unethical by any recognized body, agency or association the medical or hospital fields and the jeopardy or violation has not been or cannot be cured in within thirty (30) days from the date of notice of such jeopardy or violation has been communicated to the Parties, the Agreement shall immediately terminate.

3.2.4 No Cause Termination. It is also understood and agreed that either Party may terminate this agreement upon thirty (30) days' written notice to the other without cause,

however, the Parties understand and agree if this agreement is terminated without cause prior to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

4 General Terms and Conditions.

4.1 Independent Contractor. Physician is engaged as an independent contractor with Hospital in performing all work, duties and obligations hereunder. The Parties expressly agree that no work, act, commission or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician the agent or servant of Hospital. Physician shall not be entitled to receive vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance or any other employee or pension benefit of any kind, under this agreement.

4.2 Treatment of MediCal and Medicare Patients. Physician shall not refuse treatment to MediCal or Medicare patients and shall participate in managed-care contracts in which Hospital does or will participate.

4.3 No Waiver. Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision.

4.4 Severability. In the event that any of the terms and provisions of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under the laws, regulations, ordinances, or other guidelines of the federal government or of any state or local government to which this Agreement is subject, such terms or provisions shall remain severed from this Agreement and the remaining terms and provisions shall continue and remain unaffected. If the term of this Agreement cannot be severed without materially affecting the operation of this Agreement, then this Agreement shall automatically terminate as of the date in which the term is held unenforceable.

4.5 Access to Books and Records. To the extent required by Section 1395(x)(V)(1) of Title 42 of the United States Code, until the expiration of ten (10) years after the termination of this Agreement, Physician shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Department of Health and Human Services, or any of their duly authorized representatives, a copy of this Agreement and such books and documents and records as are necessary to certify the nature and extent of the costs of the services provided by Physician under this Agreement. Physician further agrees that in the event Physician carries out any of her duties under this Agreement through a subcontractor, with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to

verify the nature and extent of such costs.

4.6 Compliance with Non-Discrimination Laws.

4.6.1 Non-Discrimination. During the performance of this Agreement, Physician and his subcontractors shall not unlawfully discriminate harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Physician and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Physician and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Cal. Govt. Code Sections 11135 through 11139.5) and the regulations or standards (if any) adopted by the California Department of Corrections to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Chapter 5, Division 4 are incorporated into this contract by reference as if duly set forth herein. Physician and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Physician shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

4.6.2 Access to Determine Compliance. Physician shall permit access by representatives of the Department of Fair Employment and Housing and the Department of Corrections upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as such agencies shall require to ascertain compliance with this clause.

4.7 Notices. Notices and demands required or permitted to be given hereunder shall be in writing and shall be effective when delivered whether by hand delivery, by courier, or by U.S. Mail, certified, return receipt requested, to the following addresses:

Physician:

Evan Porter M.D.

Hospital:

Chief Executive Officer
Imperial Valley HealthCare District
207 West Legion Road
Brawley, CA. 92227

4.8 Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to this subject matter. This agreement supersedes all other previous agreements and understandings, written or oral, between the Parties with respect to this subject

matter. No other agreements between the Parties as to this subject matter other than those set forth in this Agreement shall be considered valid.

4.9 Choice of Law and Venue. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California. The venue for any legal proceeding relating to, or arising out of, this Agreement shall be in the County of Imperial, State of California. In cases of Federal Jurisdiction, Parties agree that the United States District Courts for the Southern District of California in San Diego shall have sole jurisdiction and venue.

4.10 Confidentiality of Records. Physician and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by section 13095x(v)(1)(I) of Title II of the United States Code and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the Parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of seven (7) years after the expiration of the termination of this agreement. Physician will comply with all confidentiality laws and requirements, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California Civil Code Section 56.10 et. seq. as applicable.

4.11 No Assignment Without Consent. Physician shall not assign, sell or transfer any rights conferred by this Agreement, without prior written consent of Hospital.

4.12 Headings. Headings have been included solely as a convenience to the reader and are not intended nor shall they be construed in the interpretation of this Agreement.

4.13 Retention of Professional and Administrative Responsibility. Hospital shall retain professional and administrative responsibility for the services rendered as outlined in this Agreement.

4.14 Payment of Taxes. Physician acknowledges and agrees that he will pay all applicable federal, state and local taxes in connection with the services provided pursuant to this Agreement. Physician agrees to defend and indemnify and hold the District harmless from any and all liability, claims, damages or losses (including, without limitation, attorneys' fees, costs penalties and fines) which arise against the District as a result of Physician's failure to perform his obligations under this Section.

4.15 Offset. In the event Physician is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for 60 days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Physician from any compensation due and payable under this agreement to Physician. Hospital shall provide Physician a written notice of the exercise of its offset rights under this paragraph at any time before, or at the time of exercise of the offset. Any offset(s) exercised by the Hospital shall not affect or change any other conditions or provisions of contracts or

agreements between Hospital and Physician. Further, Hospital exercise of any offset shall not be considered a waiver of any interest or penalty amount due and payable to Hospital from Physician.

4.16 No Payments after Termination. After termination of this contract, Physician understands that there will be no further payments made for services which are the subject of this agreement until Physician has executed a new agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

HOSPITAL

By _____
Christopher R. Bjornberg
Chief Executive Officer
Imperial Valley Healthcare District

Date _____

PHYSICIAN

By _____
Evan Porter M.D.

Date _____

EXHIBIT A COVERED SERVICES

Pursuant to Section 1.1, the following is a non-exclusive list of Covered Services that Physician shall provide under this Agreement, including but not limited to:

- Provide on-call professional medical and surgical services in the specialty of orthopedic surgery to the Hospital's Emergency Department.
- Accept the EMTALA transfer of patients to the Hospital.
- Provide inpatient consultants for Hospital patients at the request of Hospital or a physician on Hospital's medical staff.
- Be available to Hospital's Emergency Department in accordance with the on-call schedule prepared by Hospital.
- Comply with the bylaws, rules, regulations, procedures, and policies of Hospital, and its medical staff, including those related to timely completion of medical records.
- Manage patients up to the time of transfer.
- Only transfer patients only upon the acceptance by receiving hospital and treating physician.
- Be accessible to Hospital by telephone and respond by phone or in-person to the Emergency Department within 30 minutes of receiving an initial contact.
- Physician shall respond promptly on-site and in-person in the event of a request by the emergency department physician to provide assistance in EMTALA medical screening, diagnosis, and treatment of patients. The Hospital Emergency Department physician and Physician shall determine the reasonable period appropriate for the severity of injury and care needed, but generally no later than 3 hours after initial contact.
- Physician shall not be on-call simultaneously at other hospitals when providing Coverage Services under this Agreement.

Imperial Valley HEALTHCARE DISTRICT

BOARD MEETING DATE: October 16th, 2025.

SUBJECT: Authorization to approve Emergency Medical Care On-Call for Cameron Dodd, M.D.

BACKGROUND: This agreement is for On-Call Emergency Medical Care for Orthopedic services for the Imperial Valley Health Care District

KEY ISSUES: Physician will be compensated at a base compensation of (\$3,500) for each twenty-four hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than twenty-four hours. Incentive Bonus each quarter per twenty-four-hour call provided at (\$200.00).

CONTRACT VALUE: approximately \$126,000 value varies depending on Call Coverage and needs.

CONTRACT TERM: 2 years.

BUDGETED: yes

BUDGET CLASSIFICATION: On-Call

RESPONSIBLE ADMINISTRATOR: Christopher R. Bjornberg/Carly Zamora

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Emergency Medical Care On-Call for Cameron Dodd, M.D.

**EMERGENCY MEDICAL CARE
ON-CALL COVERAGE AGREEMENT
(ORTHOPEDIC SURGERY)**

This Agreement (“**Agreement**”) shall be effective as of _____ (“**Effective Date**”) and is entered into by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq.*, (“**Hospital**”) and **CAMERON DODD, M.D.** (“**Physician**”). Hospital and Physician are sometimes referred to individually as a “**Party**” and collectively as “**Parties**”.

RECITALS

A. Hospital is owner and operator of Pioneers Memorial Hospital, an acute care hospital located at 207 West Legion Road, Brawley, California and by the start date, may also own and operate a second general acute hospital located in El Centro, California.

B. Hospital operates an emergency department (“**Department**”) on its premises to serve the members of the community and other persons who may require immediate medical or hospital services.

C. In order to maintain “on-premises” emergency services the Hospital recognizes that it must comply with relevant statutory and administrative requirements including those set forth as follows. Pursuant to California Administrative Code Title 22 section 70455, the Department must provide experienced physicians in specialty categories to be available twenty-four hours a day, which specialties include orthopedic surgery. In addition, since the Hospital has an emergency department, the Hospital must comply with the Emergency Medical Treatment and Active Labor Act (“EMTALA”; 42 USC section 1395dd) and the regulations thereunder. Under EMTALA, the Department must provide for appropriate medical screening examination within the capability of the Department including ancillary services routinely available therein including the services of an orthopedic surgeon.

D. Physician, having the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital.

NOW THEREFORE, in consideration of the mutual promises made, the receipt and sufficiency of which are acknowledged, Hospital and Physician hereby agree as follows:

AGREEMENT

1 Duties and Obligations of Physician.

1.1 Adequate Coverage. Hospital hereby contracts with Physician to provide on-call emergency medical coverage in the Hospital as required by EMTALA and as set forth in the attached Exhibit “A” (“**Coverage Services**”). Physician shall provide a monthly schedule of his availability for on-call emergency coverage in the Hospital to the Emergency Room Director and the Hospital’s Medical Staff Director at least 30 days prior to the commencement of the month

for which the schedule applies.

1.2 Patient Billing. Hospital shall bear exclusive responsibility for billing and collection for Physician's professional services rendered, and Physician shall not be entitled to any billing and collection activities for services rendered under this Agreement. The physician shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record services rendered in the Hospital's electronic medical record (EMR) system or on the forms provided by the Hospital. Physician shall provide Hospital with all information reasonably requested by Hospital to enable Hospital to (i) properly bill for the Professional Services provided by Physician to patients. It is understood and agreed that the Hospital shall handle at its expense all the administrative work of this billing.

1.3 Accounting for Services Performed. Physician shall provide a time log ("**Time Log**") in the format set forth in the attached Exhibit "B", to the Hospital's Medical Staff Office each month. This log must be legible, identify the time and date services were performed, and specify the nature of the Physician's activity. Because either Physician or Hospital may be called upon to provide a detailed summary of services performed for either state or federal government authorities, Physician acknowledges and understands that if Physician does not provide a time log in the manner specified herein, the Hospital will withhold any compensation due Physician from Hospital pursuant to this Agreement until such information is provided.

1.4 Malpractice Insurance. For the term of this agreement, hospital shall provide and maintain medical malpractice insurance on behalf of the Physician in a minimum amount of one million (1,000,000.00) per occurrence and three million (3,000,000.00) aggregate.

1.5 Reporting Requirements. Physician shall provide to the Emergency Room Director and Hospital Administration the current numbers for his office, residence and cellular telephones and to his mobile pager. Physician further agrees that he will respond to the Emergency Room no later than thirty (30) minutes after he has been contacted and asked to respond.

1.6 Transferring Physician. At any time when the Physician is providing emergency coverage pursuant to the terms of this agreement and assumes responsibility for the care or treatment of a patient in the emergency room of an admitted patient and such patient requires transfer to another facility, Physician agrees that he will act as the transferring physician assuring that all matters required for the transfer of such patient are completed expeditiously. If Physician is unable to effect a transfer, then Physician shall contact the Hospital's Chief of Staff to assist in facilitating with such a transfer.

2 Duties of Hospital.

2.1 Compensation. Hospital shall pay Physician three thousand, five hundred dollars (\$3,500.00) for each twenty-four (24) hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than 24-hours.

2.2 Incentive Bonus. Hospital shall pay Physician an incentive bonus each quarter equal to two hundred dollars (\$200.00) per twenty-four (24) hour call period provided. Such

payment shall be made within thirty (30) days after the end of each quarter.

2.3 Mileage. Hospital shall reimburse mileage to Physician for at standard IRS rate for qualified business-related purposes. Physician must submit a mileage reimbursement request that includes the following information for each trip: (1) Date of Trip; (2) Purpose of trip; (3) Origin; (4) Destination; and (5) Miles travelled.

2.4 Housing. Hospital shall provide local housing or other accommodation to Physician for any weekend that Physician provides call coverage.

2.5 Medical Staff Application Fees. Hospital shall waive the initial application fees, reappointment to be paid by the physician.

2.6 Payment. Compensation will be paid within thirty (30) days of receipt of a legible, complete and properly submitted Time Log.

3 Term and Termination.

3.1 Term of Agreement. The term of this Agreement is twenty-four (24) months, and shall commence on the Effective Date.

3.2 Termination.

3.2.1 Termination for Cause. Either Party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching Party has been provided written notice of the breach and has failed to cure said breach within thirty (30) days of the mailing by the non-breaching Party of such notice.

3.2.2 Immediate Termination. In the event that Physician's medical license is revoked or medical staff privileges at Hospital suspended, such action will be considered an incurable breach and this Agreement shall immediately terminate without further notice or cure period.

3.2.3 Jeopardy Event. Should the performance of either Party of any term, covenant, condition, or provision of this Agreement jeopardize the Hospital's license, Hospital's participation in Medicare, MediCal, other reimbursement or payment program (for example Blue Cross), Hospital's full accreditation by DNV Healthcare or any other state or nationally recognized accreditation organization, or the tax-exempt status of the District's bonds or any other District tax-exempt financing, or it is deemed illegal or unethical by any recognized body, agency or association the medical or hospital fields and the jeopardy or violation has not been or cannot be cured in within thirty (30) days from the date of notice of such jeopardy or violation has been communicated to the Parties, the Agreement shall immediately terminate.

3.2.4 No Cause Termination. It is also understood and agreed that either Party may terminate this agreement upon thirty (30) days' written notice to the other without cause,

however, the Parties understand and agree if this agreement is terminated without cause prior to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

4 General Terms and Conditions.

4.1 Independent Contractor. Physician is engaged as an independent contractor with Hospital in performing all work, duties and obligations hereunder. The Parties expressly agree that no work, act, commission or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician the agent or servant of Hospital. Physician shall not be entitled to receive vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance or any other employee or pension benefit of any kind, under this agreement.

4.2 Treatment of MediCal and Medicare Patients. Physician shall not refuse treatment to MediCal or Medicare patients and shall participate in managed-care contracts in which Hospital does or will participate.

4.3 No Waiver. Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision.

4.4 Severability. In the event that any of the terms and provisions of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under the laws, regulations, ordinances, or other guidelines of the federal government or of any state or local government to which this Agreement is subject, such terms or provisions shall remain severed from this Agreement and the remaining terms and provisions shall continue and remain unaffected. If the term of this Agreement cannot be severed without materially affecting the operation of this Agreement, then this Agreement shall automatically terminate as of the date in which the term is held unenforceable.

4.5 Access to Books and Records. To the extent required by Section 1395(x)(V)(1) of Title 42 of the United States Code, until the expiration of ten (10) years after the termination of this Agreement, Physician shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Department of Health and Human Services, or any of their duly authorized representatives, a copy of this Agreement and such books and documents and records as are necessary to certify the nature and extent of the costs of the services provided by Physician under this Agreement. Physician further agrees that in the event Physician carries out any of her duties under this Agreement through a subcontractor, with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to

verify the nature and extent of such costs.

4.6 Compliance with Non-Discrimination Laws.

4.6.1 Non-Discrimination. During the performance of this Agreement, Physician and his subcontractors shall not unlawfully discriminate harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Physician and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Physician and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Cal. Govt. Code Sections 11135 through 11139.5) and the regulations or standards (if any) adopted by the California Department of Corrections to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Chapter 5, Division 4 are incorporated into this contract by reference as if duly set forth herein. Physician and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Physician shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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Cameron Dodd M.D.

Hospital:

Chief Executive Office
Imperial Valley HealthCare District
207 West Legion Road
Brawley, CA. 92227

4.8 Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to this subject matter. This agreement supersedes all other previous agreements and understandings, written or oral, between the Parties with respect to this subject

matter. No other agreements between the Parties as to this subject matter other than those set forth in this Agreement shall be considered valid.

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4.15 Offset. In the event Physician is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for 60 days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Physician from any compensation due and payable under this agreement to Physician. Hospital shall provide Physician a written notice of the exercise of its offset rights under this paragraph at any time before, or at the time of exercise of the offset. Any offset(s) exercised by the Hospital shall not affect or change any other conditions or provisions of contracts or

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[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

HOSPITAL

By _____
Christopher R. Bjornberg
Chief Executive Officer
Imperial Valley Healthcare District

Date _____

PHYSICIAN

By _____
Cameron Dodd M.D.

Date _____

EXHIBIT A COVERED SERVICES

Pursuant to Section 1.1, the following is a non-exclusive list of Covered Services that Physician shall provide under this Agreement, including but not limited to:

- Provide on-call professional medical and surgical services in the specialty of orthopedic surgery to the Hospital's Emergency Department.
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- Provide inpatient consultants for Hospital patients at the request of Hospital or a physician on Hospital's medical staff.
- Be available to Hospital's Emergency Department in accordance with the on-call schedule prepared by Hospital.
- Comply with the bylaws, rules, regulations, procedures, and policies of Hospital, and its medical staff, including those related to timely completion of medical records.
- Manage patients up to the time of transfer.
- Only transfer patients only upon the acceptance by receiving hospital and treating physician.
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- Physician shall respond promptly on-site and in-person in the event of a request by the emergency department physician to provide assistance in EMTALA medical screening, diagnosis, and treatment of patients. The Hospital Emergency Department physician and Physician shall determine the reasonable period appropriate for the severity of injury and care needed, but generally no later than 3 hours after initial contact.
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