



**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**

**REGULAR MEETING OF THE FINANCE & BUDGET COMMITTEE  
TUESDAY, November 25, 2025, 3:00 P.M.**

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

[Join Microsoft Teams](#)

Meeting ID: 260 284 065 573 74

Passcode: o3RR7cx9

**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. Consent Calendar**

Any member of the Board may request that items for the Consent Calendar be removed for discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

- a. Approve minutes for meetings of October 16, 2025

**8. Items for Discussion and/or Board Action**

- a. Discussion and/or possible approval of Bylaws of the Imperial Valley HealthCare District Finance & Budget Committee (Staff reference: Adriana Ochoa)
- b. Review of October Financials and Department Profit & Loss Statements (Staff reference: Carly Loper)
- c. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve the Professional Services Agreement for Urology-Indudhara (Staff reference: Carly Zamora)
- d. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve the Oracle Health EHR Nursing Mobility (Staff reference: Christopher Bjornberg)
- e. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve the Renew Barracuda Email Security (Staff reference: Christopher Bjornberg)
- f. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve the Oracle Clinical AI Agent (CAA) (Staff reference: Christopher Bjornberg)
- g. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve the Affinity Data Archive Phase 3 (CAA) (Staff reference: Christopher Bjornberg)

**9. 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.

**10. Adjournment**

- a. The next Finance & Budget meeting of the committee will be held on December 22, 2025 at 2:00 p.m.

### **POSTING STATEMENT**

A copy of the agenda was posted November 21, 2025, at 207 W. Legion Road, Brawley, CA 92227 at 4:30 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].*



**MEETING MINUTES  
OCTOBER 16, 2025  
FINANCE COMMITTEE MEETING**

**THE IMPERIAL VALLEY HEALTHCARE DISTRICT FINANCE COMMITTEE MET IN SPECIAL SESSION ON THE 16<sup>TH</sup> OF OCTOBER AT 207 W. LEGION ROAD CITY OF BRAWLEY, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.**

**1. TO CALL ORDER:**

The regular meeting was called to order in open session at 2:00 p.m. by James Garcia.

**2. ROLL CALL-DETERMINATION OF QUORUM:**

President	James Garcia
Vice-President	Enola Berker
Trustee	Laura Goodsell

**GUESTS:**

Adriana Ochoa – Legal/Snell & Wilmer  
Christopher R. Bjornberg - Chief Executive Officer

**3. PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR GARCIA.**

**4. APPROVAL OF REQUEST FOR REMOTE APPEARANCE BY BOARD MEMBER(S)**

None

**5. CONSIDER APPROVAL OF AGENDA:**

Motion was made by Director Berker and second by Director Goodsell to approve the agenda for October 16, 2025. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell  
NOES: None

**6. PUBLIC COMMENT TIME:**

None.

**7. ACTION ITEMS:**

- a. Appointment of Vice Chair (Staff reference: Adriana Ochoa)

Motion was made by Director Berker and second by Director Goodsell to approve appointing Director Berker for Vice Char. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell  
NOES: None



- b. Discussion and direction to staff regarding Finance Committee Bylaws  
(Staff reference: Adriana Ochoa)

Direction was given to staff to begin the Finance Committee Bylaws and incorporate the following recommendations made by the Board:

- Key Staff, key staff before our meetings, which include CFO and CEO and standing items before our agendas, including monthly financial reports, contracts over \$50 thousand dollars, auditor reviews and other items.
- Recommended board training related to fiscal oversight and public finance.

- c. Discussion and possible action to adopt a regular meeting schedule (Staff reference: Adriana Ochoa)

The committee agreed to hold the meetings on the fourth Monday of each month at 2:00 p.m. at Pioneers Memorial Hospital.

- d. Discussion and direction to staff regarding regular meeting items (Staff reference: Adriana Ochoa)

Directions was provided to staff regarding what following items should be submitted for the Finance Committee agenda:

- Review monthly financial reports by the staff and consultants.
- Review monthly disbursements made by staff
- Recommended policies and procedures on financial matters to the board, including long range of capital planning and financing
- Recommended ratifications of monthly disbursements to the board
- Recommended an external auditor to the board, having discussions with auditors, reviewed annual audited authority financial statements, reviewed and monitored bonds and bond covenant compliance, oversee investments, and pension retirement issues.
- Recommendations for approval of items valued at \$50,000 to \$200,000 to be placed on the board of directors' consent agenda

- 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)

Adriana will ask Meridian about a residential appraiser and see if we can get more



cost-effective residential appraiser here in town to do the residential property and wrap the Ross property clawed industrial residential property into the CBRE one and then ask CBRE why the second listing is so expensive and she will circle back with Chris to make sure it sounds satisfactory the answers that we get and the plan and bring back a report.

- 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)

Adriana informed the committee that is item is also one that we do not need action on because we do need to recommend to the board or take to the board because we revised that proposal to be taped at 96 thousand and will be split 50-50 between Chris and Pablo. This item was

originally placed on the agenda assuming you would have to recommend to the board for approval but since then we have now caped it and do not need approval on this item.

- g. Review of September Financials and Department Profit & Loss Statements (Staff reference: Carly Loper)

Carly Loper went over the September Financials with the Committee.

The committee reviewed the September financial statements and at the next board meeting will recommend the board to approve the September 2025 Financials.

- 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.

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Authorization to approve Emergency Medical Care On-Call for Evan Porter, M.D. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

- 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.

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Authorization to approve Emergency Medical Care On-Call for Cameron Dodd, M.D. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

## **8. ITEMS FOR FUTURE AGENDA:**

October Financials



Bylaws

Standing items that notes were taken on

**9. ADJOURNMENT:**

With no future business to discuss, Motion was made unanimously to adjourn meeting at 3:53 p.m.

# **BYLAWS OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT FINANCE AND BUDGET COMMITTEE**

## PREAMBLE

Consistent with Article V, Section 2.A of the Imperial Valley Healthcare District (“**IVHD**”) Amended and Restated Bylaws, the IVHD Finance and Budget Committee (“**Committee**”) is responsible for matters related to financial planning, budgeting, and fiscal oversight, including review and monitoring of financial statements, budget performance, and key financial indicators to ensure IVHD remains financially stable and transparent. The Finance and Budget Committee is also responsible for developing and recommending financial policies, internal controls, and long-term financial strategies.

As part of its duties, the Finance and Budget Committee oversees preparation of the annual operating and capital budgets, reviews cash flow and revenue forecasts, and monitors progress on financial obligations, including bond-related matters. The Finance and Budget Committee may, in its discretion, coordinate with auditors and legal or financial advisors to support financial audit readiness and ensure compliance with applicable financial regulations to include review of financial reports, evaluation of major expenditures, and the provision of recommendations to the IVHD Board of Directors (the “**Board**”) to support responsible stewardship of public funds and alignment with IVHD’s strategic proprieties.

### Section 1.      Membership

The Committee shall consist of three IVHD Board directors. The Treasurer of the Board shall be a permanent member of the Committee and shall serve as the Committee’s Chair, and the other two Committee members shall be appointed by the Board as set forth in the IVHD Bylaws. The Committee Vice Chair shall be appointed by a majority vote of the Committee and shall run meetings in the absence of the Committee Chair.

### Section 2.      Term

The term for all members of the Committee shall be one (1) year, or until the Board appoints a new Committee. A Board Director may be reappointed to serve on the Committee. Removals of Committee Members shall be determined by the IVHD Board when appropriate. In the event of a vacancy, the Board may appoint a Director to fill the vacancy at any time.

### Section 3.      Meetings

#### a.      *Regular Meeting Schedule*

The Committee shall conduct regular meetings thereof on the fourth Monday of each month at 2:00 p.m., unless otherwise rescheduled and properly noticed by vote of the committee.

#### b.      *Regular Meeting Attendees*

Regular meetings of the Committee shall be attended by the members of the Committee, IVHD’s President/Chief Executive Officer, IVHD’s Chief Financial Officer, and any other appropriate staff members upon recommendation of the CEO/CFO. The Board Clerk and Legal Counsel may also be asked to attend, as appropriate. The meetings shall be held at the Pioneers Memorial Hospital Auditorium located at 207 W. Legion Rd., Brawley, California 92227. The



Committee shall review its regular meeting schedule on an annual basis and determine whether to retain or amend the regular meeting schedule.

#### Section 4. Public Meetings

All Committee meetings shall be open and public in compliance with the provisions of the Ralph M. Brown Act, and all persons shall be permitted to attend any Committee meeting except as otherwise provided in the Ralph M. Brown Act, the Local Health Care District Law and other applicable law.

#### Section 5. Quorum and Action

The presence of a majority of the members of the Committee (in other words, no less than two of the three Committee members) shall constitute a quorum for the transaction of business. An affirmative vote of the majority of the members present shall constitute an action of the Committee (for clarity, if only two members are present, a 2-0 vote is necessary to approve an item).

#### Section 6. Duties and Responsibilities

- 1) Oversee preparation of and review IVHD's annual operating and capital budgets and revenue forecasts.
- 2) Review, monitor, and recommend approval of monthly financial reports, statements and disbursements.
- 3) Review of IVHD's financial and investment policies annually, make recommendations to the Board regarding amendments and implementation of the same.
- 4) Recommend an external auditor to the Board and coordinate with the external auditor as necessary.
- 5) Review annual audited IVHD financial statements.
- 6) Review and monitor bonds and bond covenant compliance.
- 7) Oversee IVHD investments and issues with respect to IVHD pension and retirement plans.
- 8) Review, evaluate, and provide recommendations to the Board regarding any contracts or other expenditures exceeding \$50,000.00.
- 9) Recommend any decisions, including contracts, with a value of \$50,000.00 to \$200,000.00, for placement on the Board's consent agenda.
- 10) Recommend trainings related to fiscal oversight and public finances.

#### Section 7. Compensation

A Director on the Committee may receive compensation for attendance at meetings as established by the Board's applicable compensation resolution, as may be amended from time to time.

Section 8.     Amendment

These Bylaws may be amended from time to time by the Committee.

**IMPERIAL VALLEY HEALTHCARE DISTRICT  
STATEMENT OF REVENUE AND EXPENSE**

LAST MONTH ACTUAL SEPTEMBER	LAST YEAR ACTUAL OCTOBER	THIS MONTH ACTUAL OCTOBER	THIS MONTH BUDGET OCTOBER	% VAR	FOR THE PERIOD ENDING OCTOBER 31, 2025	FYTD ACTUAL OCTOBER	FYTD BUDGET OCTOBER	% VAR	FYTD PRIOR YEAR OCTOBER	% VAR
4,407	3,036	3,843	3,611	6.44%	ADJ PATIENT DAYS	16,924	14,572	16.14%	12,508	35.30%
1,651	1,290	1,435	1,534	-6.45%	INPATIENT DAYS	6,228	6,150	1.27%	5,279	17.98%
518	479	486	512	-5.08%	IP ADMISSIONS	2,059	2,074	-0.72%	1,947	5.75%
55	42	48	51	-6.45%	IP AVERAGE DAILY CENSUS	68	67	1.27%	43	57.73%
					<b>GROSS PATIENT REVENUES</b>					
17,579,003	19,326,709	18,708,455	19,326,709	-3.20%	INPATIENT REVENUE	68,502,348	73,284,739	-6.53%	73,284,739	-6.53%
1,848,468	4,425,452	1,986,576	4,425,452	-55.11%	DAILY HOSPITAL SERVICES	7,506,572	16,992,446	-55.82%	16,992,446	-55.82%
15,730,535	14,901,257	16,721,879	14,901,257	12.22%	INPATIENT ANCILLARY	60,995,775	56,292,294	8.36%	56,292,293	8.36%
29,339,945	26,164,034	31,397,710	26,164,034	20.00%	OUTPATIENT REVENUE	117,643,984	100,356,948	17.23%	100,356,948	17.23%
46,918,948	45,490,743	50,106,165	45,490,743	10.15%	<b>TOTAL PATIENT REVENUES</b>	186,146,332	173,641,687	7.20%	173,641,687	7.20%
					<b>REVENUE DEDUCTIONS</b>					
13,253,122	11,152,895	12,400,237	9,842,431	-25.99%	MEDICARE CONTRACTUAL	48,931,939	43,324,965	-12.94%	40,430,419	-21.03%
13,701,424	12,946,217	15,868,842	12,842,029	-23.57%	MEDICAL CONTRACTUAL	56,241,349	52,564,222	-7.00%	50,644,810	-11.05%
-1,574,256	-1,374,159	-1,573,242	-1,437,307	-9.46%	SUPPLEMENTAL PAYMENTS	-5,951,959	-5,749,705	-3.52%	-5,463,043	-8.95%
0	0	-243,579	0	100.00%	PRIOR YEAR RECOVERIES	-243,579	0	100.00%	0	
5,605,549	6,839,814	7,821,997	8,811,319	11.23%	OTHER DEDUCTIONS	25,771,542	30,161,434	14.55%	30,090,149	14.35%
1,375,831	10,063	390,992	156,229	-150.27%	CHARITY WRITE OFFS	1,775,956	1,680,085	-5.71%	217,688	-715.83%
38,784	1,020,000	1,106,077	1,031,112	-7.27%	BAD DEBT PROVISION	3,110,446	3,019,124	-3.02%	3,907,961	20.41%
-4,167	-4,167	-4,167	-4,167	0.00%	INDIGENT CARE WRITE OFFS	-12,501	-16,878	25.93%	-16,668	-25.00%
32,396,287	30,590,663	35,767,157	-31,245,812	214.47%	<b>TOTAL REVENUE DEDUCTIONS</b>	129,623,193	124,983,247	-3.71%	119,811,316	-8.19%
14,522,661	14,900,080	14,339,008	14,244,931	0.66%	<b>NET PATIENT REVENUES</b>	56,523,139	48,658,440	16.16%	53,830,371	-5.00%
69.0%	67.2%	71.4%	-68.7%			69.6%	72.0%		69.0%	
					<b>OTHER OPERATING REVENUE</b>					
0	0	0	0		GRANT REVENUES	0	16,666		0	#DIV/0!
457,484	296,651	887,444	461,008	92.50%	OTHER	2,108,492	1,844,031	14.34%	1,605,488	31.33%
457,484	296,651	887,444	461,008	92.50%	<b>TOTAL OTHER REVENUE</b>	2,108,492	1,860,697	13.32%	1,605,488	31.33%
14,980,145	15,196,731	15,226,452	14,705,939	3.54%	<b>TOTAL OPERATING REVENUE</b>	58,631,631	50,519,137	16.06%	55,435,859	5.76%
					<b>OPERATING EXPENSES</b>					
6,240,870	6,843,129	6,463,090	7,117,963	9.20%	SALARIES AND WAGES	25,116,460	26,120,780	3.84%	24,930,168	-0.75%
1,241,463	1,696,408	1,598,931	1,766,102	9.47%	BENEFITS	5,623,324	6,702,622	16.10%	6,434,383	12.61%
157,463	203,673	183,055	218,534	16.24%	REGISTRY & CONTRACT	646,672	849,382	23.87%	789,938	18.14%
7,639,796	8,743,210	8,245,076	9,102,599	9.42%	<b>TOTAL STAFFING EXPENSE</b>	31,386,456	33,672,784	6.79%	32,154,489	2.39%
1,691,793	1,442,258	1,474,067	1,469,116	-0.34%	PROFESSIONAL FEES	6,461,100	5,443,585	-18.69%	5,335,356	-21.10%
1,562,601	1,874,654	1,893,608	1,924,219	1.59%	SUPPLIES	6,723,236	6,396,290	-5.11%	6,232,380	-7.88%
693,069	527,135	730,849	536,067	-36.34%	PURCHASED SERVICES	2,705,586	2,689,434	-0.60%	2,612,501	-3.56%
666,485	847,788	471,500	863,441	45.39%	REPAIR & MAINTENANCE	2,468,626	2,494,694	1.04%	2,430,380	-1.57%
309,556	288,299	309,556	304,275	-1.74%	DEPRECIATION & AMORT	1,238,234	1,220,809	-1.43%	1,150,065	-7.67%
292,266	241,953	273,371	257,812	-6.04%	INSURANCE	1,098,414	1,018,027	-7.90%	954,591	-15.07%
253,042	272,176	256,382	272,176	5.80%	HOSPITALIST PROGRAM	1,049,331	1,015,563	-3.33%	1,015,563	-3.33%
989,919	728,810	1,170,707	856,158	-36.74%	OTHER	3,948,764	3,530,299	-11.85%	3,266,431	-20.89%
14,098,527	14,966,283	14,825,116	15,585,863	4.88%	<b>TOTAL OPERATING EXPENSES</b>	57,079,748	57,481,485	0.70%	55,151,756	-3.50%
881,618	230,448	401,336	-879,924	145.61%	<b>TOTAL OPERATING MARGIN</b>	1,551,883	-6,962,348	-122.29%	284,103	-446.24%
					<b>NON OPER REVENUE(EXPENSE)</b>					
68,041	30,898	79,378	121,307	-34.56%	OTHER NON-OP REV (EXP)	-789,841	485,228	-262.78%	744,243	-206.13%
0	0	0	0	0.00%	FEMA FUNDS	2,078,448	0	100.00%	0	0.00%
117,632	117,632	117,632	225,987	-47.95%	DISTRICT TAX REVENUES	470,528	903,948	-47.95%	470,528	0.00%
-51,144	-51,503	-51,144	-53,033	3.56%	INTEREST EXPENSE	-204,576	-212,132	3.56%	-213,192	4.04%
134,529	97,027	145,866	294,261	-50.43%	<b>TOTAL NON-OP REV (EXPENSE)</b>	1,554,559	1,177,044	32.07%	1,001,579	55.21%
1,016,147	327,475	547,202	-585,663	193.43%	<b>NET EXCESS / ( DEFICIT)</b>	3,106,441	-5,785,304	153.70%	1,285,682	-141.62%
954.26	1,031.44	1,017.98	1,434.09	29.02%	<b>TOTAL PAID FTE'S (Inc Reg &amp; Cont.)</b>	1,111.55	1,337.05	16.87%	1,092.68	-1.73%
853.38	748.60	922.31	1,181.66	21.95%	<b>TOTAL WORKED FTE'S</b>	991.77	1,058.85	6.34%	875.64	-13.26%
16.53	16.78	17.51	22.86	23.42%	<b>TOTAL CONTRACT FTE'S</b>	17.15	21.67	20.87%	17.79	3.59%

IMPERIAL VALLEY HEALTHCARE DISTRICT  
BALANCE SHEET AS OF OCTOBER 31, 2025

	<u>SEPTEMBER 2025</u>	<u>OCTOBER 2025</u>	<u>OCTOBER 2024</u>
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
CASH	\$25,515,876	\$33,193,476	\$41,698,198
CASH - NORIDIAN AAP FUNDS	\$0	\$0	\$0
CASH - 3RD PRY REPAYMENTS	\$2,618,646	\$2,618,646	\$0
CDs - LAIF & CVB	\$66,244	\$66,244	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$108,464,270	\$108,979,715	\$91,446,682
LESS: ALLOWANCE FOR BAD DEBTS	-\$1,789,631	-\$1,855,486	-\$5,365,309
LESS: ALLOWANCE FOR CONTRACTUALS	-\$74,184,800	-\$75,942,742	-\$72,337,473
NET ACCTS RECEIVABLE	\$32,489,839	\$31,181,488	\$13,743,900
	29.95%	28.61%	15.03%
ACCOUNTS RECEIVABLE - OTHER	\$37,312,370	\$30,072,599	\$31,676,414
COST REPORT RECEIVABLES	\$59,499	\$59,499	\$1,206,822
INVENTORIES - SUPPLIES	\$3,238,935	\$3,365,226	\$3,195,899
PREPAID EXPENSES	\$2,340,271	\$2,202,316	\$2,666,191
TOTAL CURRENT ASSETS	\$103,641,680	\$102,759,493	\$94,253,668
<b>OTHER ASSETS</b>			
PROJECT FUND 2017 BONDS	\$702,794	\$783,840	\$911,002
BOND RESERVE FUND 2017 BONDS	\$968,373	\$968,373	\$968,336
LIMITED USE ASSETS	\$8,129	\$12,364	\$82,750
NORIDIAN AAP FUNDS	\$0	\$0	\$0
GASB87 LEASES	\$60,529,359	\$60,529,359	\$64,931,450
OTHER ASSETS PROPERTY TAX PROCEEDS	\$269,688	\$269,688	\$269,688
OTHER INVESTMENTS	\$420,000	\$420,000	\$0
UNAMORTIZED BOND ISSUE COSTS			
TOTAL OTHER ASSETS	\$62,898,343	\$62,983,624	\$67,163,226
<b>PROPERTY, PLANT AND EQUIPMENT</b>			
LAND	\$6,883,276	\$6,883,276	\$2,623,526
BUILDINGS & IMPROVEMENTS	\$63,870,530	\$63,870,530	\$62,919,140
EQUIPMENT	\$67,824,247	\$67,945,273	\$63,732,180
CONSTRUCTION IN PROGRESS	\$5,971,233	\$5,974,438	\$1,057,667
LESS: ACCUMULATED DEPRECIATION	-\$104,479,206	-\$104,788,763	-\$100,899,058
NET PROPERTY, PLANT, AND EQUIPMENT	\$40,070,080	\$39,884,754	\$29,433,455
TOTAL ASSETS	\$206,610,103	\$205,627,871	\$190,850,349

**IMPERIAL VALLEY HEALTHCARE DISTRICT**  
**BALANCE SHEET AS OF OCTOBER 31, 2025**

	<u>SEPTEMBER 2025</u>	<u>OCTOBER 2025</u>	<u>OCTOBER 2024</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>CURRENT LIABILITIES</b>			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$3,522,315	\$2,984,602	\$2,970,028
ACCOUNTS PAYABLE - ACCRUALS	\$9,707,018	\$8,633,761	\$12,029,182
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$6,328,638	\$6,018,440	\$6,562,886
COST REPORT PAYABLES & RESERVES	\$2,618,646	\$2,618,646	\$0
NORIDIAN AAP FUNDS	\$0	\$0	\$0
CURR PORTION- GO BONDS PAYABLE	\$0	\$0	\$0
CURR PORTION- 2017 REVENUE BONDS PAYABLE	\$335,000	\$335,000	\$320,000
INTEREST PAYABLE- GO BONDS	\$1,917	\$1,917	\$0
INTEREST PAYABLE- 2017 REVENUE BONDS	\$321,254	\$374,383	\$382,383
OTHER - TAX ADVANCE IMPERIAL COUNTY	\$0	\$0	\$0
DEFERRED HHS CARES RELIEF FUNDS	\$0	\$0	\$0
CURR PORTION- LEASE LIABILITIES(GASB 87)	\$4,071,774	\$4,071,774	\$3,756,205
SKILLED NURSING OVER COLLECTIONS	\$3,096,878	\$3,317,471	\$166,050
CURR PORTION- SKILLED NURSING CTR ADVANCE	\$0	\$0	\$0
CURRENT PORTION OF LONG-TERM DEBT	\$1,037,037	\$1,037,037	\$1,152,684
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$31,040,477</b>	<b>\$29,393,031</b>	<b>\$27,339,418</b>
<b>LONG TERM DEBT AND OTHER LIABILITIES</b>			
PMH RETIREMENT FUND - ACCRUAL	\$658,000	\$778,000	\$469,279
NOTES PAYABLE - EQUIPMENT PURCHASES	\$0	\$0	\$0
LOANS PAYABLE - DISTRESSED HOSP. LOAN	\$26,962,963	\$26,962,963	\$26,962,963
LOANS PAYABLE - CHFFA NDPH	\$0	\$0	\$3,766,770
BONDS PAYABLE G.O BONDS	\$0	\$0	\$0
BONDS PAYABLE 2017 SERIES	\$14,123,077	\$14,121,092	\$14,479,915
LONG TERM LEASE LIABILITIES (GASB 87)	\$58,207,090	\$58,207,090	\$62,267,845
DEFERRED REVENUE -CHW	\$0	\$0	\$0
DEFERRED PROPERTY TAX REVENUE	\$275,438	\$275,438	\$275,438
<b>TOTAL LONG TERM DEBT</b>	<b>\$100,226,568</b>	<b>\$100,344,583</b>	<b>\$108,222,210</b>
<b>FUND BALANCE AND DONATED CAPITAL</b>	<b>\$72,783,818</b>	<b>\$72,783,818</b>	<b>\$54,003,039</b>
<b>NET SURPLUS (DEFICIT) CURRENT YEAR</b>	<b>\$2,559,240</b>	<b>\$3,106,442</b>	<b>\$1,285,681</b>
<b>TOTAL FUND BALANCE</b>	<b>\$75,343,058</b>	<b>\$75,890,260</b>	<b>\$55,288,720</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$206,610,103</b>	<b>\$205,627,874</b>	<b>\$190,850,348</b>

## IMPERIAL VALLEY HEALTHCARE DISTRICT

## STATEMENT OF REVENUE AND EXPENSE - 12 Month Trend

	1	2	3	4	5	6	7	8	9	10	11	12	YTD
	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Oct-25
ADJ PATIENT DAYS	3,243	3,868	3,776	2,876	3,264	2,707	3,686	3,714	4,647	4,044	4,407	3,843	43,755
INPATIENT DAYS	1,376	1,676	1,769	1,275	1,350	1,110	1,542	1,632	1,684	1,458	1,651	1,435	17,958
IP ADMISSIONS	501	591	585	488	511	462	551	538	555	500	518	486	6,286
IP AVERAGE DAILY CENSUS	46	54	57	46	44	46	50	54	54	47	55	51	604
GROSS PATIENT REVENUES													
INPATIENT REVENUE	18,566,845	21,330,319	24,026,450	19,289,412	18,471,097	17,673,179	19,122,305	19,132,498	16,407,174	15,807,716	17,579,003	18,708,455	226,114,453
DAILY HOSPITAL SERVICES	3,960,883	4,306,327	4,623,907	3,923,533	4,460,991	4,502,920	4,627,358	4,467,121	1,774,557	1,896,971	1,848,468	1,986,576	42,379,612
INPATIENT ANCILLARY	14,605,962	17,023,992	19,402,543	15,365,879	14,010,106	13,170,259	14,494,947	14,665,377	14,632,616	13,910,745	15,730,535	16,721,879	183,734,841
OUTPATIENT ANCILLARY	25,191,832	27,895,452	27,255,392	24,218,568	26,191,988	25,433,294	26,581,622	24,402,953	28,872,822	28,033,507	29,339,945	31,397,710	324,815,086
TOTAL PATIENT REVENUES	43,758,677	49,225,771	51,281,842	43,507,980	44,663,085	43,106,473	45,703,927	43,535,451	45,279,996	43,841,223	46,918,948	50,106,165	550,929,539
REVENUE DEDUCTIONS													
MEDICARE CONTRACTUAL	9,362,592	11,681,500	13,186,192	11,368,853	11,713,712	10,228,981	10,173,409	10,067,042	10,914,920	9,513,796	13,253,122	12,400,237	133,864,357
MEDICAL CONTRACTUAL	13,222,415	15,178,005	18,178,743	12,813,377	12,785,203	13,643,163	13,219,010	13,232,031	13,887,933	12,434,283	13,701,424	15,868,842	168,164,429
SUPPLEMENTAL PAYMENTS	-1,374,159	-1,374,159	-1,374,159	-1,378,326	-1,184,154	-1,378,326	-1,453,003	-1,378,326	-1,322,496	8,526,807	-1,574,256	-1,573,242	-6,837,799
PRIOR YEAR RECOVERIES	0	-1,925,640	0	-15,505	-88,856	-467,741	0	0	0	994,668	0	-243,579	-1,746,653
OTHER DEDUCTIONS	8,171,185	9,491,219	4,827,640	6,597,941	6,978,258	6,797,466	8,500,637	6,238,570	6,876,265	-4,235	5,605,549	7,821,997	77,902,492
CHARITY WRITE OFFS	12,363	26,134	25,780	7,162	0	8,600	188,266	1,012,366	2,926	159,173	1,375,831	390,992	3,209,593
BAD DEBT PROVISION	920,000	1,171,548	749,234	950,000	600,000	920,000	920,000	882,258	872,185	-1,396,479	38,784	1,106,077	7,733,607
INDIGENT CARE WRITE OFFS	-4,167	-4,167	-4,167	0	0	0	0	0	0	0	-4,167	-4,167	-20,835
TOTAL REVENUE DEDUCTIONS	30,310,229	34,244,440	35,589,263	30,343,502	30,804,163	29,752,143	31,548,319	30,053,941	31,231,733	30,228,014	32,396,287	35,767,157	382,269,191
NET PATIENT REVENUES	13,448,448	14,981,331	15,692,579	13,164,478	13,858,922	13,354,330	14,155,608	13,481,510	14,048,263	13,613,209	14,522,661	14,339,008	168,660,347
	69.27%	69.57%	69.40%	69.74%	68.97%	69.02%	69.03%	69.03%	68.97%	68.95%	69.05%	71.38%	69.39%
OTHER OPERATING REVENUE													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	392,693	909,432	343,185	362,386	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	5,907,299
TOTAL OTHER REVENUE	392,693	909,432	343,185	362,386	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	5,907,299
TOTAL OPERATING REVENUE	13,841,141	15,890,763	16,035,764	13,526,864	14,394,808	13,726,869	14,466,793	14,053,010	14,387,516	14,037,521	14,980,145	15,226,452	174,567,646
OPERATING EXPENSES													
SALARIES AND WAGES	6,700,034	6,537,237	6,670,775	6,039,904	6,268,879	6,237,213	6,278,514	6,359,473	6,223,056	6,189,444	6,240,870	6,463,090	76,208,489
BENEFITS	1,474,183	1,838,509	1,747,884	1,691,888	1,816,690	1,462,931	844,172	1,474,386	1,346,466	1,436,464	1,241,463	1,598,931	17,973,967
REGISTRY & CONTRACT	170,892	169,549	181,032	291,516	180,983	210,277	233,655	120,425	191,671	114,483	157,463	183,055	2,205,002
TOTAL STAFFING EXPENSE	8,345,109	8,545,295	8,599,691	8,023,308	8,266,552	7,910,421	7,356,341	7,954,285	7,761,193	7,740,391	7,639,796	8,245,076	96,387,458
PROFESSIONAL FEES	1,406,374	1,241,747	1,352,522	1,142,132	1,463,172	1,490,185	1,435,269	2,217,574	1,562,084	1,733,156	1,691,793	1,474,067	18,210,075
SUPPLIES	1,269,214	2,456,239	1,960,507	1,545,327	1,454,101	1,405,314	1,678,334	1,501,610	1,711,274	1,555,753	1,562,601	1,893,608	19,993,882
PURCHASED SERVICES	569,775	508,682	724,696	618,846	684,894	459,333	667,131	548,591	601,430	680,238	693,069	730,849	7,487,534
REPAIR & MAINTENANCE	668,786	795,518	820,025	266,691	723,397	662,344	733,946	591,319	713,336	617,305	666,485	471,500	7,730,652
PHYSICIAN GUARANTEES	0	0	0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORT	288,299	293,647	399,610	282,356	282,356	331,604	305,281	299,579	309,556	309,566	309,556	309,556	3,720,966
INSURANCE	225,205	232,212	222,108	239,646	204,757	224,447	222,120	40,139	246,647	286,130	292,266	273,371	2,709,048
HOSPITALIST PROGRAM	122,990	0	266,507	167,004	249,017	244,297	207,916	292,881	295,732	244,175	253,042	256,382	2,599,943
OTHER	741,486	944,621	839,501	977,589	786,002	784,904	1,008,868	1,021,103	879,760	908,378	989,919	1,170,707	11,052,838
TOTAL OPERATING EXPENSES	13,637,238	15,017,961	15,185,167	13,262,899	14,114,248	13,512,849	13,615,206	14,467,081	14,081,012	14,075,092	14,098,527	14,825,116	169,892,396
TOTAL OPERATING MARGIN	203,903	872,802	850,597	263,965	280,560	214,020	851,587	-414,071	306,504	-37,571	881,618	401,336	4,675,250
NON OPER REVENUE(EXPENSE)													
OTHER NON-OPS REVENUE	-2,357	-6,557	-6,426	245,308	114,595	344	16,003	286,161	-1,109,043	171,783	68,041	79,378	-142,770
FEMA FUNDS	0	0	0	0	0	0	0	0	715,753	0	0	0	715,753
DISTRICT TAX REVENUES	117,632	117,632	172,729	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	1,466,681
INTEREST EXPENSE	-53,369	-51,401	-51,350	-51,299	-51,247	-51,196	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-616,726
CARES HHS/ FEMA RELIEF FUNDING	0	0	0	0	0	0	0	0	1,362,695	0	0	0	1,362,695
TOTAL NON-OPS REVENUE(EXPENSE)	61,906	59,674	114,953	311,641	180,980	66,780	82,491	352,649	-326,802	1,600,966	134,529	145,866	2,785,633
NET EXCESS / ( DEFICIT)	265,809	932,476	965,550	575,606	461,540	280,800	934,078	-61,422	-20,298	1,563,395	1,016,147	547,202	7,460,883
TOTAL PAID FTE'S (Inc Reg & Cont.)	983.93	1,116.10	1,189.57	1,172.24	1,106.21	964.28	1,011.14	1,129.64	1,191.95	1,276.95	954.26	1,017.98	1,092.86
TOTAL WORKED FTE'S	748.38	948.70	993.61	1,051.28	981.75	837.21	915.77	991.52	1,049.86	1,137.05	853.38	922.31	952.57
TOTAL CONTRACT FTE'S	16.57	16.29	17.57	24.10	20.84	21.15	21.06	15.28	19.86	14.68	16.53	17.51	18.45
PAID FTE'S - HOSPITAL	880.21	964.18	1,040.82	1,008.51	914.42	803.19	860.70	1,024.79	1,089.84	1,124.91	850.19	913.90	956.30
WKD FTE'S - HOSPITAL	650.06	809.59	857.09	910.21	798.47	697.31	785.41	900.06	960.18	1,003.78	762.67	831.61	830.54
PAID FTE'S - SNF	103.73	151.92	148.75	163.74	191.79	161.09	150.44	104.85	102.11	152.04	104.08	104.08	136.55
WORKED FTE'S - SNF	98.32	139.11	136.53	141.07	183.28	139.90	130.37	91.46	89.68	133.26	90.71	90.71	122.03

**Imperial Valley Healthcare District - Financial Indicators Report**  
**(Based on Prior 12 Months Activities)**  
**For The 12 Months Ending: October 31, 2025**  
**excludes: GO bonds tax revenue, int exp and debt.**

**1. Debt Service Coverage Ratio**

This ratio compares the total funds available to service debt compared to the debt plus interest due in a given year.

$$\text{Formula: } \frac{\text{Cash Flow} + \text{Interest Expense}}{\text{Principal Payments Due} + \text{Interest}}$$

$$\text{DSCR} = \frac{\$11,798,563}{\$5,725,537} = \mathbf{2.06}$$

Recommendation: To maintain a debt service coverage of at least 1.20% x aggregate debt service per the 2017 Revenue Bonds covenant.

**2. Days Cash on Hand Ratio**

This ratio measures the number of days of average cash expenses that the hospital maintains in cash and marketable investments. (Note: The proformas ratios include long-term investments in this calculation:)

$$\text{Formula: } \frac{\text{Cash} + \text{Marketable Securities}}{\frac{\text{Operating Expenses, Less Depreciation}}{365 \text{ Days}}}$$

$$\text{DCOHR} = \frac{\$35,878,366}{\frac{\$166,276,211}{365}} = \mathbf{78.8}$$

Recommendation: To maintain a days cash on hand ratio of at least 50 days per the 2017 Revenue Bonds covenant.

**3. Long-Term Debt to Capitalization Ratio**

This ratio compares long-term debt to the Hospital's long-term debt plus fund balances.

$$\text{Formula: } \frac{\text{Long-term Debt}}{\text{Long-term Debt} + \text{Fund Balance (Total Capital)}}$$

$$\text{L.T.D.-C.R.} = \frac{\$104,399,956}{\$180,290,216} = \mathbf{57.9}$$

Recommendation: To maintain a long-term debt to capitalization ratio not to exceed 60.0%.

4 Months 10/31/2025

	Current Month 10/31/2025	Year-To-Date 4 Month 10/31/2025
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	547,201	3,106,442
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	\$309,556	\$1,238,236
(Increase)/Decrease in Net Patient Accounts Receivable	\$1,308,352	(\$2,117,548)
(Increase)/Decrease in Other Receivables	\$7,239,771	(\$223,044)
(Increase)/Decrease in Inventories	(\$126,291)	(\$316,390)
(Increase)/Decrease in Pre-Paid Expenses	\$137,954	(\$95,540)
(Increase)/Decrease in Other Current Assets	\$0	\$3,233,154
Increase/(Decrease) in Accounts Payable	(\$537,713)	(\$680,525)
Increase/(Decrease) in Notes and Loans Payable	(\$1,073,258)	(\$1,285,880)
Increase/(Decrease) in Accrued Payroll and Benefits	(\$310,198)	(\$1,399,515)
Increase/(Decrease) in Accrued Expenses	\$0	\$0
Increase/(Decrease) in Patient Refunds Payable	\$0	\$0
Increase/(Decrease) in Third Party Advances/Liabilities	\$0	\$0
Increase/(Decrease) in Other Current Liabilities	\$53,129	\$2,831,163
<b>Net Cash Provided by Operating Activities:</b>	<b>7,548,505</b>	<b>\$4,290,551</b>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	(\$124,230)	(\$5,430,055)
(Increase)/Decrease in Limited Use Cash and Investments	(\$4,235)	(\$10,577)
(Increase)/Decrease in Other Limited Use Assets	(\$81,046)	(\$324,183)
(Increase)/Decrease in Other Assets	\$0	\$0
<b>Net Cash Used by Investing Activities</b>	<b>(\$209,512)</b>	<b>(\$5,764,815)</b>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(\$1,985)	(\$7,941)
Increase/(Decrease) in Capital Lease Debt	\$0	\$0
Increase/(Decrease) in Other Long Term Liabilities	\$340,593	\$946,583
<b>Net Cash Used for Financing Activities</b>	<b>\$338,608</b>	<b>\$938,642</b>
(INCREASE)/DECREASE IN RESTRICTED ASSETS	\$0	\$0
<b>Net Increase/(Decrease) in Cash</b>	<b>\$7,677,601</b>	<b>(\$535,622)</b>
Cash, Beginning of Period	\$28,200,766	\$36,413,989
<b>Cash, End of Period</b>	<b>\$35,878,367</b>	<b>\$35,878,367</b>





## Key Operating Indicators October 2025

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
<b>Volumes</b>						
Admits	486	512	479	2,059	2,074	1,947
ICU	113	124	124	434	447	447
Med/Surgical	861	911	911	3,842	3,609	3,609
Newborn ICU	94	95	95	451	455	455
Pediatrics	61	37	37	223	185	185
Obstetrics	306	367	367	1,278	1,454	1,454
Total Patient Days	1,435	1,534	1,534	6,228	6,150	6,150
Adjusted Patient Days	3,832	3,611	3,611	16,911	14,579	14,572
Average Daily Census	46	49	49	51	50	50
Average Length of Stay	2.00	3.00	2.74	0.36	2.96	2.69
Deliveries	99	171	159	395	709	662
E/R Visits	3,318	3,408	3,590	13,671	13,718	14,413
Surgeries	222	295	452	977	1,214	1,536
Wound Care	323	122	326	1,173	597	1,255
Pioneers Health Center	2,251	2,678	2,688	10,074	9,580	9,048
Calexico Visits	914	906	915	4,001	3,219	3,040
Pioneers Children	622	906	841	2,782	3,274	2,340
Outpatients (non-ER/Clinics)	5,825	7,775	6,780	25,127	29,707	25,742
Surgical Health	36	65	50	219	279	192
Urology	245	368	291	1,072	1,414	1,359
WHAP	324	415	414	1,458	1,698	1,575
C-WHAP	424	610	403	2,470	2,120	994
CDLD	123	41	42	519	84	84
Skilled Nursing	2,263	2,435	2,266	8,724	9,740	8,837
<b>FTE's</b>						
Worked	922.31	1,181.66	748.60	991.77	1,058.85	875.64
Paid	1,017.98	1,434.09	1,031.44	1,111.55	1,337.05	1,092.68
Contract FTE's	17.51	22.86	16.78	17.15	21.67	17.79
FTE's APD (Worked)	7.46	10.15	6.43	7.21	8.93	7.39
FTE's APD (Paid)	8.23	12.31	8.86	8.08	11.28	9.22
<b>Net Income</b>						
Operating Revenues	\$15,226,452	\$14,705,939	\$15,196,731	\$43,405,180	\$50,519,139	\$55,435,859
Operating Margin	\$401,336	-\$879,924	\$230,448	\$1,150,548	-\$6,962,345	\$284,105
Operating Margin %	2.6%	-6.0%	1.5%	2.7%	-13.8%	0.5%
Total Margin	\$547,202	-\$585,663	\$327,475	\$2,559,240	-\$5,785,302	\$1,285,685
Total Margin %	3.6%	-4.0%	2.2%	5.9%	-11.5%	2.3%

Exhibit A - October 2025		Key Volume Stats -Trend Analysis													
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
Deliveries															
	Actual	95	104	97	99	0	0	0	0	0	0	0	0	395	395
	Budget	162	181	195	171	187	200	162	156	178	177	177	177	2,123	709
	Prior FY 2025	152	167	184	159	167	170	148	169	178	266	141	110	2,201	662
E/R Visits															
	Actual	3,297	3,346	3,710	3,318	0	0	0	0	0	0	0	0	13,671	13,671
	Budget	3,509	3,338	3,463	3,408	3,629	4,624	3,804	3,442	3,794	3,668	3,668	3,668	44,015	13,718
	Prior FY 2025	3,728	3,498	3,597	3,590	3,817	4,803	4,125	3,654	4,055	3,839	3,678	3,285	43,064	14,413
Surgeries															
	Total Actual	261	258	236	222	0	0	0	0	0	0	0	0	977	977
	Total Budget	335	309	275	295	301	331	312	219	275	295	295	295	3,537	1,214
	Prior FY 2025	312	403	369	452	323	304	366	251	299	277	287	233	3,510	1,536
Calexico															
	Actual	1,124	961	1,002	914	0	0	0	0	0	0	0	0	4,001	4,001
	Budget	722	760	831	906	776	891	957	944	1,074	873	873	873	10,480	3,219
	Prior FY 2025	621	675	829	915	1,119	1,232	1,012	948	1,074	1,174	923	1,034	11,556	3,040
Pioneers Health Center															
	Actual	2,654	2,539	2,630	2,251	0	0	0	0	0	0	0	0	10,074	10,074
	Budget	2,186	2,396	2,320	2,678	2,377	2,305	2,809	2,483	2,594	2,461	2,461	2,461	29,531	9,580
	Prior FY 2025	1,937	2,115	2,308	2,688	3,473	3,496	2,856	2,580	2,744	2,655	2,599	2,584	32,035	9,048
Pioneers Children															
	Actual	660	734	766	622	0	0	0	0	0	0	0	0	2,782	2,782
	Budget	723	799	846	906	858	881	905	798	839	839	839	839	10,072	3,274
	Prior FY 2025	358	376	765	841	1,009	984	878	734	845	728	749	659	8,926	2,340
Outpatients															
	Actual	6,548	6,085	6,669	5,825	0	0	0	0	0	0	0	0	25,127	25,127
	Budget	7,094	6,949	7,889	7,775	5,951	6,154	7,941	7,663	6,516	7,104	7,104	7,104	85,244	29,707
	Prior FY 2025	6,314	6,270	6,378	6,780	6,531	7,619	7,471	6,911	6,961	6,966	6,484	6,092	80,777	25,742
Wound Care															
	Actual	297	281	272	323	0	0	0	0	0	0	0	0	1,173	1,173
	Budget	197	160	118	122	119	136	167	112	104	137	137	137	1,646	597
	Prior FY 2025	270	327	332	326	251	258	293	304	287	292	242	270	3,452	1,255
WHAP															
	Actual	378	373	383	324	0	0	0	0	0	0	0	0	1,458	1,458
	Budget	378	513	392	415	391	379	425	320	336	394	394	394	4,731	1,698
	Prior FY 2025	330	443	388	414	688	362	427	325	342	367	375	369	4,830	1,575
C-WHAP															
	Actual	738	657	651	424	0	0	0	0	0	0	0	0	2,470	2,470
	Budget	465	457	588	610	558	583	581	379	445	518	518	518	6,220	2,120
	Prior FY 2025	131	95	365	403	552	400	425	441	432	419	599	588	4,850	994





ICU	FY2026		FY2026		FY2026		FY2026		FY2026	
	FYTD	ACTUAL	FYTD	PRIOR YEAR	FYTD	ACT-BUD	FYTD	ACT-BUD	FYTD	ACT-BUD
	SEP 2025	SEP 2025	SEP 2024	SEP 2024	SEP 2024	VARIANCE	VARIANCE	VARIANCE	VARIANCE	VARIANCE
GROSS PATIENT REVENUES										
GROSS PATIENT REVENUE	2,047,032		2,010,769			36,263				2%
DEDUCTIONS FROM REVENUE	1,581,537		1,548,292			0				0%
NET PATIENT REVENUES	465,495		462,477			3,018				1%
OPERATING EXPENSES										
SALARIES	551,565		605,574							
BENEFITS	118,973		157,268							
REGISTRY & CONTRACT	0		0							
TOTAL STAFFING EXPENSE	670,538		762,842			(92,304)				12%
CONTRACT LABOR	0		0							
PROFESSIONAL FEES	0		0							
SUPPLIES	67,212		53,649							
PURCHASED SERVICES	0		0							
REPAIRS AND MAINTENANCE	5,819		0							
DEPRECIATION AND AMORTIZATION	0		0							
INSURANCE	0		0							
HOSPITALIST PROGRAM	0		0							
OTHER EXPENSE	(31,167)		5,495							
ALL NON-LABOR	41,865		59,144			(17,279)				29%
TOTAL OPERATING EXPENSES	712,403		821,986			(109,583)				13%
NET OPERATING MARGIN	(246,908)		(359,509)			112,601				31%

Womens Services LDRP, GYN		FY2026		FY2025		FY2025		FY2025		FY2025	
		FYTD Actual Sept 2025		FYTD Prior Year Sept 2024	FYTD Act-Prior Variance	FYTD Act-Prior Variance	FYTD Act-Prior Variance				
GROSS PATIENT REVENUES											
GROSS PATIENT REVENUE		8,547,301		7,748,090		799,211					10%
REVENUE DEDUCTIONS											
DEDUCTIONS FROM REVENUE		6,338,176		5,027,646		0					
NET PATIENT REVENUES		2,209,125		2,720,444		(511,319)					-19%
OPERATING EXPENSES											
SALARIES		1,739,983		1,715,025							
BENEFITS		375,314		445,392							
REGISTRY & CONTRACT		130,944		379,236							
TOTAL STAFFING EXPENSE		2,246,242		2,539,653		(293,411)					12%
CONTRACT LABOR		0		0							
PROFESSIONAL FEES		193,219		211,500							
SUPPLIES		231,287		276,116							
PURCHASED SERVICES		95,703		0							
REPAIRS AND MAINTENANCE		13,112		16,249							
DEPRECIATION AND AMORTIZATION		0		0							
INSURANCE		0		0							
HOSPITALIST PROGRAM		0		0							
OTHER EXPENSE		3,025		1,527							
ALL NON-LABOR		536,346		505,392		30,954					-6%
TOTAL OPERATING EXPENSES		2,782,588		3,045,045		(262,457)					9%
NET OPERATING MARGIN		(573,463)		(324,601)		(248,862)					-77%

NICU

	FY2026 FYTD ACTUAL Sept 2025	FY2025 FYTD PRIOR YEAR Sept 2024	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES				
GROSS PATIENT REVENUE	879,920	909,164	(29,244)	-3%
REVENUE DEDUCTIONS				
DEDUCTIONS FROM REVENUE	621,487	635,506		
NET PATIENT REVENUES	258,433	273,658	(15,226)	-6%
OPERATING EXPENSES				
SALARIES	483,326	407,472		
BENEFITS	104,253	105,821		
REGISTRY & CONTRACT	38,032	62,373		
TOTAL STAFFING EXPENSE	625,612	575,666	49,946	-9%
CONTRACT LABOR	0	0		
PROFESSIONAL FEES	0	0		
SUPPLIES	54,260	26,244		
PURCHASED SERVICES	0	0		
REPAIRS AND MAINTENANCE	6,442	1,674		
DEPRECIATION AND AMORTIZATION	0	0		
INSURANCE	0	0		
HOSPITALIST PROGRAM	0	0		
OTHER EXPENSE	8,328	5,406		
ALL NON-LABOR	69,030	33,324	35,706	-107%
TOTAL OPERATING EXPENSES	694,641	608,990	85,652	-14%
NET OPERATING MARGIN	(436,209)	(335,331)	(100,878)	-30%





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

Diagnostic Services		FYTD		FYTD		FYTD		FYTD	
CT, IR, MRI, Nuc Med, Radiology, US		ACTUAL Sept 2025		PRIOR YEAR Sept 2024		ACT-PRIOR VARIANCE		ACT-PRIOR VARIANCE	
GROSS PATIENT REVENUES									
GROSS PATIENT REVENUE			32,988,345		27,985,155		5,003,190		18%
REVENUE DEDUCTIONS									
DEDUCTIONS FROM REVENUE			25,351,683		22,042,882				
NET PATIENT REVENUES			7,636,662		5,942,273		1,694,389		29%
OPERATING EXPENSES									
SALARIES			939,687		906,419				
BENEFITS			202,691		235,397				
REGISTRY & CONTRACT			33,628		0				
TOTAL STAFFING EXPENSE			1,176,006		1,141,816		(34,190)		-3%
CONTRACT LABOR			0		0				
PROFESSIONAL FEES			716,858		522,457				
SUPPLIES			252,155		189,721				
PURCHASED SERVICES			5,743		2,298				
REPAIRS AND MAINTENANCE			298,531		222,770				
DEPRECIATION AND AMORTIZATION			0		0				
INSURANCE			0		0				
HOSPITALIST PROGRAM			0		0				
OTHER EXPENSE			33,948		33,205				
ALL NON-LABOR			1,307,235		970,450		(336,785)		-35%
TOTAL OPERATING EXPENSES			2,483,241		2,112,266		(370,975)		-18%
NET OPERATING MARGIN			5,153,421		3,830,007		1,323,414		35%

Laboratory Services	FY2026		FY2025		FY2025		FY2025		FY2025	
		FYTD ACTUAL Sept 2025		FYTD PRIOR YEAR Sept 2024		FYTD ACT-PRIOR VARIANCE		FYTD ACT-PRIOR VARIANCE		FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUES										
GROSS PATIENT REVENUE		15,837,487		13,731,446		2,106,041		2,106,041		15%
REVENUE DEDUCTIONS										
DEDUCTIONS FROM REVENUE		12,014,596		10,721,915						
NET PATIENT REVENUES		3,822,891		3,009,531		813,361		813,361		27%
OPERATING EXPENSES										
SALARIES		755,748		734,984						
BENEFITS		163,015		190,875						
REGISTRY & CONTRACT		42,000		0						
TOTAL STAFFING EXPENSE		960,763		925,859		34,904		34,904		-4%
CONTRACT LABOR		0		0						
PROFESSIONAL FEES		22,500		22,500						
SUPPLIES		682,639		556,619						
PURCHASED SERVICES		264,501		312,081						
REPAIRS AND MAINTENANCE		25,273		66,934						
DEPRECIATION AND AMORTIZATION		0		0						
INSURANCE		0		0						
HOSPITALIST PROGRAM		0		0						
OTHER EXPENSE		20,965		10,085						
ALL NON-LABOR		1,015,878		968,218		47,659		47,659		-5%
TOTAL OPERATING EXPENSES		1,976,641		1,894,077		82,563		82,563		-4%
NET OPERATING MARGIN		1,846,251		1,115,453		730,797		730,797		66%

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

	Sept 2023	Sept 2024			
<b>GROSS PATIENT REVENUES</b>					
GROSS PATIENT REVENUE	3,811,641	3,275,001		536,640	16%
<b>REVENUE DEDUCTIONS</b>					
DEDUCTIONS FROM REVENUE	2,719,401	2,393,074			
<b>NET PATIENT REVENUES</b>	1,092,240	881,927		210,313	24%
<b>OPERATING EXPENSES</b>					
SALARIES	363,483	321,774			
BENEFITS	78,403	83,565			
REGISTRY & CONTRACT	0	0			
<b>TOTAL STAFFING EXPENSE</b>	441,886	405,339		36,548	-9%
<b>CONTRACT LABOR</b>	0	0			
PROFESSIONAL FEES	98,948	113,422			
SUPPLIES	49,567	66,761			
PURCHASED SERVICES	13,652	8,275			
REPAIRS AND MAINTENANCE	10,655	17,266			
DEPRECIATION AND AMORTIZATION	0	0			
INSURANCE	0	0			
HOSPITALIST PROGRAM	0	0			
OTHER EXPENSE	1,950	4,669			
<b>ALL NON-LABOR</b>	174,771	210,393		(35,621)	17%
<b>TOTAL OPERATING EXPENSES</b>	616,658	615,731		926	0%
<b>NET OPERATING MARGIN</b>	475,583	266,196		209,387	79%

Therapy Services	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL Sept 2025	FYTD PRIOR YEAR Sept 2024	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE			
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE	749,123	699,176		49,946		7%	
REVENUE DEDUCTIONS							
DEDUCTIONS FROM REVENUE	591,090	529,579		-		-	
NET PATIENT REVENUES	158,032	169,597		(11,565)		-7%	
OPERATING EXPENSES							
SALARIES	198,951	215,656					
BENEFITS	42,914	56,006					
REGISTRY & CONTRACT	0	0					
TOTAL STAFFING EXPENSE	241,865	271,662		(29,796)		11%	
CONTRACT LABOR	0	0					
PROFESSIONAL FEES	0	0					
SUPPLIES	945	1,902					
PURCHASED SERVICES	0	0					
REPAIRS AND MAINTENANCE	0	0					
DEPRECIATION AND AMORTIZATION	0	0					
INSURANCE	0	0					
HOSPITALIST PROGRAM	0	0					
OTHER EXPENSE	23,649	23,047					
ALL NON-LABOR	24,594	24,949		(355)		1%	
TOTAL OPERATING EXPENSES	266,459	296,610		(30,151)		10%	
NET OPERATING MARGIN	(108,426)	(127,013)		18,587		15%	

Surgery	FY2026		FY2025		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL Sept 2025	FYTD PRIOR YEAR Sept 2024	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE		
GROSS PATIENT REVENUES								
GROSS PATIENT REVENUE	6,163,027	7,075,452	(912,425)					-13%
REVENUE DEDUCTIONS								
DEDUCTIONS FROM REVENUE	4,460,594	5,257,392						
NET PATIENT REVENUES	1,702,433	1,818,060	(115,627)					-6%
OPERATING EXPENSES								
SALARIES	676,203	561,352						
BENEFITS	145,857	145,783						
REGISTRY & CONTRACT	0	0						
TOTAL STAFFING EXPENSE	822,061	707,135	(114,925)					16%
CONTRACT LABOR	0	0						
PROFESSIONAL FEES	360,414	316,042						
SUPPLIES	898,076	806,143						
PURCHASED SERVICES	55	24,750						
REPAIRS AND MAINTENANCE	123,173	69,656						
DEPRECIATION AND AMORTIZATION	0	0						
INSURANCE	0	0						
HOSPITALIST PROGRAM	0	0						
OTHER EXPENSE	159,523	82,132						
ALL NON-LABOR	1,541,241	1,298,723	(242,518)					-19%
TOTAL OPERATING EXPENSES	2,363,302	2,005,859	(357,443)					-18%
NET OPERATING MARGIN	(660,868)	(187,798)	(473,070)					-252%

Recovery	FY2026		FY2025		FY2025		FY2025		FY2025	
	FYTD	ACTUAL	FYTD	ACTUAL	PRIOR YEAR	FYTD	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR
		Sept 2025		Sept 2025	Sept 2024			VARIANCE		VARIANCE
GROSS PATIENT REVENUES										
GROSS PATIENT REVENUE		1,628,792			2,421,780			(792,988)		-33%
REVENUE DEDUCTIONS										
DEDUCTIONS FROM REVENUE		1,223,386			1,864,771					
NET PATIENT REVENUES		405,406			557,009			(151,603)		-27%
OPERATING EXPENSES										
SALARIES		551,746			524,141					
BENEFITS		119,012			136,119					
REGISTRY & CONTRACT		0			0					
TOTAL STAFFING EXPENSE		670,757			660,260			10,497		-2%
CONTRACT LABOR		0			0					
PROFESSIONAL FEES		0			0					
SUPPLIES		8,536			9,838					
PURCHASED SERVICES		0			0					
REPAIRS AND MAINTENANCE		0			0					
DEPRECIATION AND AMORTIZATION		0			0					
INSURANCE		0			0					
HOSPITALIST PROGRAM		0			0					
OTHER EXPENSE		226			0					
ALL NON-LABOR		8,763			9,838			(1,076)		-11%
TOTAL OPERATING EXPENSES		679,520			670,099			9,422		-1%
NET OPERATING MARGIN		(274,114)			(113,089)			(161,025)		-142%

Anesthesia	FY2026		FY2025		FY2025		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD	ACTUAL Sept 2025	FYTD	PRIOR YEAR Sept 2024	FYTD	PRIOR YEAR Sept 2024	FYTD	ACT-PRIOR VARIANCE			
GROSS PATIENT REVENUES											
GROSS PATIENT REVENUE		1,969,963		1,832,201		137,762		8%			
REVENUE DEDUCTIONS											
DEDUCTIONS FROM REVENUE		1,479,640		1,410,795							
NET PATIENT REVENUES		490,324		421,406		68,918		16%			
OPERATING EXPENSES											
SALARIES		10,385		9,809							
BENEFITS		2,240		2,547							
REGISTRY & CONTRACT		0		0							
TOTAL STAFFING EXPENSE		12,625		12,357		268		2%			
CONTRACT LABOR		0		0							
PROFESSIONAL FEES		815,267		853,144							
SUPPLIES		40,334		41,237							
PURCHASED SERVICES		0		0							
REPAIRS AND MAINTENANCE		0		260							
DEPRECIATION AND AMORTIZATION		0		0							
INSURANCE		0		0							
HOSPITALIST PROGRAM		0		0							
OTHER EXPENSE		494		441							
ALL NON-LABOR		856,094		895,081		(38,987)		4%			
TOTAL OPERATING EXPENSES		868,719		907,438		(38,719)		4%			
NET OPERATING MARGIN		(378,395)		(486,032)		107,636		22%			

Cardiac Cath		FY2026	FY2025	FY2025	FY2025	FY2025	FY2025
		FYTD	ACTUAL	PRIOR YEAR	FYTD	ACT-PRIOR	FYTD
		Sept 2025	Sept 2025	Sept 2024	Sept 2024	VARIANCE	VARIANCE
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE		137,089		120,199		16,890	14%
REVENUE DEDUCTIONS							
DEDUCTIONS FROM REVENUE		82,061		94,837			
NET PATIENT REVENUES		55,027		25,362		29,666	117%
OPERATING EXPENSES							
SALARIES		0		0			
BENEFITS		0		0			
REGISTRY & CONTRACT		0		0			
TOTAL STAFFING EXPENSE		0		0			
CONTRACT LABOR		0		0			
PROFESSIONAL FEES		0		0			
SUPPLIES		3,601		959			
PURCHASED SERVICES		0		0			
REPAIRS AND MAINTENANCE		35,981		64,328			
DEPRECIATION AND AMORTIZATION		0		0			
INSURANCE		0		0			
HOSPITALIST PROGRAM		0		0			
OTHER EXPENSE		0		0			
ALL NON-LABOR		39,582		65,287		(25,704)	39%
TOTAL OPERATING EXPENSES		39,582		65,287		(25,704)	39%
NET OPERATING MARGIN		15,445		(39,925)		55,370	139%



Vascular Access	FY2026		FY2025		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL Sept 2025		FYTD PRIOR YEAR Sept 2024		FYTD ACT-PRIOR VARIANCE				
GROSS PATIENT REVENUES									
GROSS PATIENT REVENUE	48,269		53,155		(4,886)				-9%
REVENUE DEDUCTIONS									
DEDUCTIONS FROM REVENUE	0		0						
NET PATIENT REVENUES	48,269		53,155		(4,886)				-9%
OPERATING EXPENSES									
SALARIES	0		0						
BENEFITS	0		0						
REGISTRY & CONTRACT	0		0						
TOTAL STAFFING EXPENSE	0		0						
CONTRACT LABOR	0		0						
PROFESSIONAL FEES	107,513		77,287						
SUPPLIES	0		0						
PURCHASED SERVICES	2,078		3,189						
REPAIRS AND MAINTENANCE	0		0						
DEPRECIATION AND AMORTIZATION	0		0						
INSURANCE	0		0						
HOSPITALIST PROGRAM	0		0						
OTHER EXPENSE	16,907		15,696						
ALL NON-LABOR	126,498		96,172		30,326				-32%
TOTAL OPERATING EXPENSES	126,498		96,172		30,326				-32%
NET OPERATING MARGIN	(78,229)		(43,017)		(35,212)				-82%



Surgical Health at Pioneers SHAP	FY2026		FY2025		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL Sept 2025	FYTD PRIOR YEAR Sept 2024	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE			
GROSS PATIENT REVENUES									
GROSS PATIENT REVENUE	92,676	28,470	64,207					226%	
REVENUE DEDUCTIONS									
DEDUCTIONS FROM REVENUE	50,166	16,598						0%	
NET PATIENT REVENUES	42,511	11,872	30,639					258%	
OPERATING EXPENSES									
SALARIES	22,981	20,352							
BENEFITS	5,784	5,285							
REGISTRY & CONTRACT	0	0							
TOTAL STAFFING EXPENSE	28,766	25,637	3,129					-12%	
CONTRACT LABOR	0	0							
PROFESSIONAL FEES	278,751	285,658							
SUPPLIES	1,375	865							
PURCHASED SERVICES	0	1,681							
REPAIRS AND MAINTENANCE	0	0							
DEPRECIATION AND AMORTIZATION	0	0							
INSURANCE	0	0							
HOSPITALIST PROGRAM	0	0							
OTHER EXPENSE	15,181	17,767							
ALL NON-LABOR	295,306	305,972	(10,665)					-3%	
TOTAL OPERATING EXPENSES	324,072	331,609	(7,537)					-2%	
NET OPERATING MARGIN	(281,562)	(319,737)	38,176					12%	

Infusion Center	FY2026		FY2025		FY2025		FY2025		FY2025		FY2025	
	FYTD	ACTUAL	FYTD	PRIOR YEAR	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR
	Sept 2025	Sept 2025	Sept 2025	Sept 2024	Sept 2025	Variance	Sept 2025	Variance	Sept 2025	Variance	Sept 2025	Variance
GROSS PATIENT REVENUES												
GROSS PATIENT REVENUE	159,331		135,236		24,095	18%						
REVENUE DEDUCTIONS												
DEDUCTIONS FROM REVENUE	116,821		103,726			0%						
NET PATIENT REVENUES	42,509		31,510		10,999	35%						
OPERATING EXPENSES												
SALARIES	45,140		89,444									
BENEFITS	9,737		23,229									
REGISTRY & CONTRACT	0		0									
TOTAL STAFFING EXPENSE	54,877		112,673		(57,796)	51%						
CONTRACT LABOR	0		0									
PROFESSIONAL FEES	0		0									
SUPPLIES	8,397		12,327									
PURCHASED SERVICES	0		0									
REPAIRS AND MAINTENANCE	3,302		(7,545)									
DEPRECIATION AND AMORTIZATION	0		0									
INSURANCE	0		0									
HOSPITALIST PROGRAM	0		0									
OTHER EXPENSE	109		158									
ALL NON-LABOR	11,808		4,940		6,868	-139%						
TOTAL OPERATING EXPENSES	66,685		117,613		(50,928)	43%						
NET OPERATING MARGIN	(24,176)		(86,103)		61,927	72%						

Center for Digestive and Liver Disease CDLD/GI/Gastro	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL Sept 2025	FYTD PRIOR YEAR Sept 2024	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE			
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE	212,101	11,176	200,924	1798%			
REVENUE DEDUCTIONS							
DEDUCTIONS FROM REVENUE	75,847	2,001		-			
NET PATIENT REVENUES	136,254	9,176	127,078	1385%			
OPERATING EXPENSES							
SALARIES	64,976	14,112					
BENEFITS	14,015	3,665					
REGISTRY & CONTRACT	0	0					
TOTAL STAFFING EXPENSE	78,992	17,777	61,215	-344%			
CONTRACT LABOR	0	0					
PROFESSIONAL FEES	132,679	129,142					
SUPPLIES	1,350	7,792					
PURCHASED SERVICES	0	3,105					
REPAIRS AND MAINTENANCE	0	0					
DEPRECIATION AND AMORTIZATION	0	0					
INSURANCE	0	0					
HOSPITALIST PROGRAM	0	0					
OTHER EXPENSE	15,092	14,121					
ALL NON-LABOR	149,121	154,161	(5,040)	-3%			
TOTAL OPERATING EXPENSES	228,113	171,938	56,175	-33%			
NET OPERATING MARGIN	(91,859)	(162,762)	70,903	44%			

Wound Care		FY2026		FY2025		FY2025		FY2025		FY2025	
		FYTD	ACTUAL	FYTD	PRIOR YEAR	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR
		Sept 2025	Sept 2025	Sept 2024	Sept 2024	Sept 2024	VARIANCE	Sept 2024	VARIANCE	Sept 2024	VARIANCE
GROSS PATIENT REVENUES											
GROSS PATIENT REVENUE			894,288		1,059,706		(165,418)		-15.6%		
REVENUE DEDUCTIONS											
DEDUCTIONS FROM REVENUE			707,829		822,332						
NET PATIENT REVENUES			186,459		237,374		(50,915)		-21.4%		
OPERATING EXPENSES											
SALARIES			55,889		73,341						
BENEFITS			12,055		19,047						
REGISTRY & CONTRACT			0		0						
TOTAL STAFFING EXPENSE			67,944		92,388		(24,444)		26.5%		
CONTRACT LABOR											
PROFESSIONAL FEES			144,950		133,750						
SUPPLIES			14,367		13,165						
PURCHASED SERVICES			0		866						
REPAIRS AND MAINTENANCE			15,532		1,358						
DEPRECIATION AND AMORTIZATION			0		0						
INSURANCE			0		0						
HOSPITALIST PROGRAM			0		0						
OTHER EXPENSE			30,899		30,021						
ALL NON-LABOR			205,748		179,160		26,588		-14.8%		
TOTAL OPERATING EXPENSES			273,693		271,549		2,144		-0.8%		
NET OPERATING MARGIN			(87,234)		(34,175)		(53,059)		-155.3%		

Pioneers Childrens Health Center  
PCHC

FY2026

FY2025

	FYTD ACTUAL Sept 2025	FYTD PRIOR YEAR Sept 2024	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
<b>GROSS PATIENT REVENUES</b>				
GROSS PATIENT REVENUE	558,555	408,132	150,423	37%
<b>REVENUE DEDUCTIONS</b>				
DEDUCTIONS FROM REVENUE	55,297	42,446	-	0%
<b>NET PATIENT REVENUES</b>	503,258	365,687	137,571	38%
<b>OPERATING EXPENSES</b>				
SALARIES	155,428	166,835		
BENEFITS	33,526	43,327		
REGISTRY & CONTRACT	0	0		
<b>TOTAL STAFFING EXPENSE</b>	188,954	210,162	(21,209)	10%
CONTRACT LABOR	0	0		
PROFESSIONAL FEES	138,390	124,790		
SUPPLIES	24,404	18,105		
PURCHASED SERVICES	729	1,204		
REPAIRS AND MAINTENANCE	0	3,259		
DEPRECIATION AND AMORTIZATION	0	0		
INSURANCE	0	0		
HOSPITALIST PROGRAM	0	0		
OTHER EXPENSE	54,613	56,515		
<b>ALL NON-LABOR</b>	218,136	203,873	14,263	-7%
<b>TOTAL OPERATING EXPENSES</b>	407,090	414,036	(6,946)	2%
<b>NET OPERATING MARGIN</b>	96,168	(48,349)	144,517	299%

Comprehensive Women's at Pioneers C-WHAP	FY2026		FY2025		FY2025		FY2025		FY2025	
	FYTD	ACTUAL	FYTD	PRIOR YEAR	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR	FYTD	ACT-PRIOR
	Sept 2025	Sept 2025	Sept 2024	Sept 2024	Sept 2024	VARIANCE	VARIANCE	VARIANCE	VARIANCE	VARIANCE
GROSS PATIENT REVENUES										
GROSS PATIENT REVENUE	1,310,060		532,735				777,324			146%
REVENUE DEDUCTIONS										
DEDUCTIONS FROM REVENUE	876,299		286,345							0%
NET PATIENT REVENUES	433,761		246,390				187,371			76%
OPERATING EXPENSES										
SALARIES	134,988		141,048							
BENEFITS	29,117		36,630							
REGISTRY & CONTRACT	0		0							
TOTAL STAFFING EXPENSE	164,105		177,679				(13,574)			8%
CONTRACT LABOR	0		0							
PROFESSIONAL FEES	219,000		250,774							
SUPPLIES	26,224		11,730							
PURCHASED SERVICES	1,770		1,395							
REPAIRS AND MAINTENANCE	5,975		1,050							
DEPRECIATION AND AMORTIZATION	0		0							
INSURANCE	0		0							
HOSPITALIST PROGRAM	0		0							
OTHER EXPENSE	46,561		46,160							
ALL NON-LABOR	299,530		311,108				(11,578)			4%
TOTAL OPERATING EXPENSES	463,635		488,787				(25,151)			5%
NET OPERATING MARGIN	(29,875)		(242,397)				212,522			88%



## FY2025

FY2025

FY2025

Pioneers Health Center PHC (exp)	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL Sept 2025	FYTD PRIOR YEAR Sept 2024	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE			
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE	2,174,752	1,945,465	229,287				12%
REVENUE DEDUCTIONS							
DEDUCTIONS FROM REVENUE	1,196,766	826,823					0%
NET PATIENT REVENUES	977,986	1,118,642	(140,656)				-13%
OPERATING EXPENSES							
SALARIES	372,400	384,897					
BENEFITS	80,327	99,958					
REGISTRY & CONTRACT	0	0					
TOTAL STAFFING EXPENSE	452,726	484,854	(32,128)				7%
CONTRACT LABOR	0	0					
PROFESSIONAL FEES	325,418	293,755					
SUPPLIES	49,700	19,752					
PURCHASED SERVICES	3,720	5,478					
REPAIRS AND MAINTENANCE	6,676	5,415					
DEPRECIATION AND AMORTIZATION	0	0					
INSURANCE	0	0					
HOSPITALIST PROGRAM	0	0					
OTHER EXPENSE	80,538	74,053					
ALL NON-LABOR	466,052	398,452	67,600				-17%
TOTAL OPERATING EXPENSES	918,778	883,306	35,472				-4%
NET OPERATING MARGIN	59,208	235,336	(176,128)				-75%

Women's Health at Pioneers WHAP	FY2026		FY2025		FY2025		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL Sept 2025		FYTD ACTUAL Sept 2025		FYTD PRIOR YEAR Sept 2024		FYTD PRIOR YEAR Sept 2024				
GROSS PATIENT REVENUES											
GROSS PATIENT REVENUE	269,782		269,782		326,400		326,400		(56,618)		-17%
REVENUE DEDUCTIONS											
DEDUCTIONS FROM REVENUE	124,208		124,208		148,512		148,512				0%
NET PATIENT REVENUES	145,574		145,574		177,888		177,888		(32,314)		-18%
OPERATING EXPENSES											
SALARIES	147,241		147,241		142,099		142,099				
BENEFITS	37,061		37,061		36,903		36,903				
REGISTRY & CONTRACT	0		0		0		0				
TOTAL STAFFING EXPENSE	184,302		184,302		179,002		179,002		5,300		-3%
CONTRACT LABOR	0		0		0		0				
PROFESSIONAL FEES	14,598		14,598		25,326		25,326				
SUPPLIES	4,039		4,039		12,199		12,199				
PURCHASED SERVICES	0		0		1,075		1,075				
REPAIRS AND MAINTENANCE	0		0		0		0				
DEPRECIATION AND AMORTIZATION	0		0		0		0				
INSURANCE	0		0		0		0				
HOSPITALIST PROGRAM	0		0		0		0				
OTHER EXPENSE	31,573		31,573		30,666		30,666				
ALL NON-LABOR	50,210		50,210		69,267		69,267		(19,056)		-28%
TOTAL OPERATING EXPENSES	234,512		234,512		248,268		248,268		(13,756)		-6%
NET OPERATING MARGIN	(88,938)		(88,938)		(70,380)		(70,380)		(18,558)		-26%

Skilled Nursing Center	FY2026		FY2025		FYTD ACTUAL Sept 2025	FYTD PRIOR YEAR SEP 2025	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
GROSS PATIENT REVENUE		6,083,041	6,303,474	(220,433)	-3%			
DEDUCTIONS FROM REVENUE		2,063,533	2,138,421					
NET PATIENT REVENUES		4,019,508	4,165,053	145,545	3%			
OPERATING EXPENSES								
SALARIES		1,622,288	1,689,064	66,777				
BENEFITS		349,927	438,650	0				
REGISTRY & CONTRACT		0	0	0				
TOTAL STAFFING EXPENSE		1,972,215	2,127,714	155,499	7%			
CONTRACT LABOR		0	0	0				
PROFESSIONAL FEES		13,450	14,500	(1,050)				
SUPPLIES		187,860	192,739	(4,879)				
PURCHASED SERVICES		341,872	367,225	(25,353)				
REPAIRS AND MAINTENANCE		21,733	16,298	5,434				
DEPRECIATION AND AMORTIZATION		0	0	0				
INSURANCE		7,262	7,054	208				
HOSPITALIST PROGRAM		0	0	0				
OTHER EXPENSE		735,590	505,226	230,364				
ALL NON-LABOR		1,307,767	1,103,043	(204,724)	-19%			
TOTAL OPERATING EXPENSES		3,279,982	3,230,757	(49,225)	-2%			
NET OPERATING MARGIN		739,527	934,296	(194,769)	-21%			

<b>GROSS PATIENT REVENUE</b>		<b>6,083,041</b>	<b>6,303,474</b>	<b>(220,433)</b>			<b>-3%</b>
<b>DEDUCTIONS FROM REVENUE</b>		<b>2,063,533</b>	<b>2,138,421</b>				
<b>NET PATIENT REVENUES</b>		<b>4,019,508</b>	<b>4,165,053</b>	<b>145,545</b>			<b>3%</b>
<b>OPERATING EXPENSES</b>							
SALARIES		1,622,288	1,689,064	66,777			
BENEFITS		349,927	438,650	0			
REGISTRY & CONTRACT		0	0	0			
<b>TOTAL STAFFING EXPENSE</b>		<b>1,972,215</b>	<b>2,127,714</b>	<b>155,499</b>			<b>7%</b>
CONTRACT LABOR		0	0	0			
PROFESSIONAL FEES		13,450	14,500	(1,050)			
SUPPLIES		187,860	192,739	(4,879)			
PURCHASED SERVICES		341,872	367,225	(25,353)			
REPAIRS AND MAINTENANCE		21,733	16,298	5,434			
DEPRECIATION AND AMORTIZATION		0	0	0			
INSURANCE		7,262	7,054	208			
HOSPITALIST PROGRAM		0	0	0			
OTHER EXPENSE		735,590	505,226	230,364			
<b>ALL NON-LABOR</b>		<b>1,307,767</b>	<b>1,103,043</b>	<b>(204,724)</b>			<b>-19%</b>
<b>TOTAL OPERATING EXPENSES</b>		<b>3,279,982</b>	<b>3,230,757</b>	<b>(49,225)</b>			<b>-2%</b>
<b>NET OPERATING MARGIN</b>		<b>739,527</b>	<b>934,296</b>	<b>(194,769)</b>			<b>-21%</b>



## PROFESSIONAL SERVICES AGREEMENT (Urology -Indudhara)

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is entered into and executed as of \_\_\_\_\_ (“**Effective Date**”), by and between Imperial Valley Healthcare District, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* (“**Hospital**”), and Ramaiah Indudhara, M.D., ( “**Physician**” or “**Practitioner**”), and Valley Sunshine Medical Associates, Inc. (“**Corporation**”), each may individually be referred to as a “Party” or collectively as “Parties”.

This Professional Services Agreement is entered into with respect to the following facts:

### RECITALS

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

B. Practitioner is duly licensed and qualified to practice medicine under the laws of the State of California and is experienced and qualified to provide **Urology services** (“**Specialty**”).

C. Hospital has determined that entering into an agreement with the Practitioner is an appropriate way to assure the availability of such Specialty services for its patients and to maintain a high quality of patient care. The Parties furthermore acknowledge that many of the patients of the Hospital and Clinics will be referred there by outside physicians

D. The Parties desire to enter into this Agreement to set forth their respective responsibilities in connection with Hospital’s and Practitioner’s provision of Services for treating patients during the term of this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

### AGREEMENT

#### 1. DUTIES OF PRACTITIONER

a. **Professional Medical Services.** Practitioner shall provide all professional medical services (“**Professional Services**”) as set forth in *Exhibit A*, as reasonably required for coverage and patient care. Practitioner shall provide the Professional Services during regular hours of operation, as mutually agreed upon by the parties, and as more specifically set forth in *Exhibit B*

(“Practitioner Coverage”).

**b. Qualifications of Practitioner.** Practitioner shall be: (a) duly licensed by the State of California (b) have levels of competence, experience and skill comparable to those prevailing in the community; (c) is not excluded from any governmental healthcare program, (d) is a member in good standing of the Medical Staff of Hospital, and, within one (1) year following commencement of provision of services in the Agreement, become board certified in Specialty.

**c. Applicable Standards.** Practitioner shall perform all Services under this Agreement in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body, including compliance with the requirements of Det Norske Veritas (DNV), having authority to set standards for health care facilities, and in accordance with all Hospital and Medical Staff bylaws, rules, regulations, policies and procedures.

**d. Records and Documentation;** For each patient receiving Services, Practitioner shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record the visit in the Hospital’s electronic medical record (EMR) system or on the forms provided by the Hospital. Subject to applicable restrictions on disclosure, Practitioner shall have reasonable access, including the right to make copies, during business hours of all such medical records and reports as they may need from time to time for patient care or responding to any legal, judicial or third party administrative/investigative inquiries.

**e. Use of Premises.** Practitioner shall not use, or knowingly permit any other person who is under Practitioner’s direction to use, any part of the Hospital’s premises for (i) the private practice of medicine, or (ii) any purpose other than the performance of the services required hereunder.

**f. Non-Discrimination.** During the performance of this Agreement, Practitioner (including employees and 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, or family care leave. Practitioner shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Practitioner 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 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. Practitioner shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Practitioner shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

## **2. REPRESENTATIONS AND WARRANTIES OF PRACTITIONER.** Practitioner

hereby warrants and represents as follows:

**a. Review of Compliance Requirements.** Practitioner acknowledges that Hospital has a commitment to full compliance with all laws, regulations and guidance relating to its participation in the federal and state healthcare programs, and as a result has implemented a compliance program including, without limitation, mandatory requirements related to ongoing compliance training and education programs for its workforce, medical staff and persons/entities that conduct healthcare business with the Hospital. As a condition to this Agreement, Practitioner shall provide written acknowledgement that Practitioner and Practitioner's employees, subcontractors and/or agents have received (or been provided with electronic or other access to), read and understood and will comply with Hospital's compliance program materials and Code of Conduct of Medical Staff and further agrees to comply with all pertinent provisions.

**b. Practitioner Is Not Restricted.** Practitioner is not bound by any agreement or arrangement which would preclude Practitioner from entering into, or from fully performing the services required under, this Agreement.

**c. Practitioner is Qualified.** Practitioner's license to practice medicine in the State of California, or in any other jurisdiction has not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Additionally, Practitioner's medical staff privileges at any health care facility have not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction.

**d. Prohibition from Program Participation.** Practitioner and Corporation, including employees, has not been (a) excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), nor (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid);

**e. Notification of Threatened Exclusion From Program Participation.** Practitioner and Corporation shall notify Hospital immediately in writing if Practitioner or Corporation becomes the subject of (a) any threatened, proposed or actual exclusion, suspension or debarment, (b) any conviction of a criminal offense related to conduct that would or could trigger an exclusion, of it or any of its agents or employees from any federal or state health care program, (c) any investigatory, disciplinary, or other proceeding by any governmental, professional, licensing board, medical staff, or peer review body, or (d) any event that substantially interrupts all or a portion of Practitioner's professional practice or that materially adversely affects Practitioner's ability to perform Practitioner's obligations hereunder.

**f. Non-Solicitation of Hospital Employees.** During the term of this Agreement, Practitioner and Corporation shall not solicit the services of or employ or procure on behalf of another the employment of, any individual currently employed by Hospital or under a service contract with Hospital; nor shall Practitioner or Corporation engage in any other activity which would be in conflict with their obligations hereunder.

**g. Third-party Payment, Managed Care Programs, and Charity Care.** Physician shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts for services rendered by Physician under these programs as payment in full for services of the Physician to Clinic and Hospital patients. Hospital will provide to Physician timely notification of new contract negotiations. Hospital will also pay, or provide, for the Physician's credentialing with third-party payment or managed care programs. Physician shall participate in Hospital's Financial Assistance Program including Full Charity Care and Discount Partial Charity Care. Hospital will provide Physician with a copy of its Financial Assistance Program and any amendments thereto.

### **3. COMPENSATION FOR PRACTITIONER**

**a. Compensation.** Hospital shall pay Practitioner according to the compensation schedule set forth in *Exhibit C* ("**Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Practitioner during the immediately preceding calendar month; provided that Practitioner has delivered a visit record to Hospital in the form attached hereto as *Exhibit D* ("**Time Log**") on or before the fifth (5th) day of each calendar month for the immediately preceding calendar month.

**b. Reimbursement of Expenses to Practitioner.** Hospital shall reimburse Practitioner for reasonable and necessary travel expenses—consistent with the Internal Revenue Code's allowable expenses—incurred in the performance of the services hereunder during working hours, provided that, for all expense reimbursements, the Practitioner furnishes the Hospital with records in compliance with Internal Revenue Code. Hospital will also reimburse Practitioner for reasonable expenses incurred for CME, up to three thousand dollars (\$3,000) per year, provided that Practitioner furnishes Hospital with necessary receipts and documentation.

**c. Time-Off.** Practitioner shall be entitled to a noncumulative time off as defined in *Exhibit B*. Included in this time are the Hospital's six (6) major holidays as delineated in Human Resources policies.

**d. Professional Fees from Practitioner's Services.** The Parties understand that the Hospital will bill, collect and retain the proceeds from all charges for medical services, and may use the Practitioner's Billing Provider number for such purposes. The parties anticipate that in some cases those who pay for the medical services rendered by Practitioner performing in a directorship capacity will issue to Practitioner an IRC Form 1099 annually for the monies paid for such services. After the end of each calendar year, the Hospital will issue to Practitioner an IRC Form W-2 or similar form to report the appropriate income earned by him. Accordingly, it is anticipated, and Practitioner agrees, that Practitioner will deduct from Practitioner's income tax return all contract payments reported to him that are received by the Hospital and report on Practitioner's income tax return all compensation earned by Practitioner hereunder.

**e. Compliance with Health & Safety Code.** Any compensation received by Practitioner pursuant to this agreement shall be in compliance with the provisions of California Health and Safety Code Section 32129. Hospital has the obligation and right to adjust compensation to be in compliance with any and all laws and regulations.



#### 4. DUTIES AND OBLIGATIONS OF THE HOSPITAL

a. **Duties.** Hospital agrees to furnish, at its own cost and expense, for adequate provision of professional services pursuant to this Agreement, the following:

- i. **Space.** Space as reasonably necessary to provide service to patients.
- ii. **Equipment.** Equipment as may be reasonably required as mutually agreed by the Hospital and Practitioner, subject to any applicable Hospital budget limitations. Practitioner acknowledges that existing equipment is adequate for Practitioner's purposes.
- iii. **Services and Supplies.** Maintenance, repair and replacement of equipment as reasonably required; all utilities, including telephone, power, light, gas and water; all supplies (including, without limitation, film, laundry services and linen); transcription services, and any necessary housekeeping and in-house messenger service that may be reasonably required to provide services.
- iv. **Non-Physician Personnel.** Hospital personnel with appropriate education, training and experience which are required to adequately assist Practitioner in performance of the services contemplated herein, as determined according to Hospital's discretion. Hospital shall have the sole right and responsibility for the hiring, discipline and termination of such Hospital employees.

b. **Eligibility.** At all times during the term of this Agreement, Hospital shall remain eligible to participate in the Medicare, Medi-Cal, and TriCare/CHAMPUS programs.

#### 5. BILLING FOR MEDICAL SERVICES

a. **Billing Records Availability.** Each Party, shall, on a monthly basis, make available to the other Party, records and data accurately reflecting a) total billed services in connection with the Services; b) payments received from all sources for medical services provided by the Practitioner, and c) all expenses paid by Hospital or Practitioner in connection with the operation of the Services or the services rendered therein.

b. **Accurate Medical Records and Charts.** Practitioner shall promptly prepare and submit complete and accurate medical records, medical chart notes, and related back-up documentation, and respond and provide such assistance and information as District may reasonably request to facilitate billing and collection of charges for patient services, including, but not limited to, assigning appropriate procedure and diagnosis codes for billing purposes, and dictating or completing appropriate descriptions and notations to be made on the patient chart to support the appropriate billing code, in accordance with the requirements of the Centers for Medicare and Medicaid Services. Practitioner shall be responsible (and Hospital shall not be responsible except with respect to joint and several liability required by law) for errors or liabilities, if any, which may arise from Practitioner's fraudulent designation of inappropriate billing, procedure or diagnosis codes or for the negligent failure of Practitioner to prepare medical chart

notes or dictation which corresponds to the services rendered.

c. **Charges for Medical Services.** Hospital shall be responsible for, and solely entitled to, billing, collection, and retention of all charges for all medical services (ancillary and professional); (ii) Practitioner hereby reassigns Practitioner's respective rights to bill such Professional Services to Hospital.

d. **Schedule of Charges.** On an annual basis, Hospital may provide to Practitioner the schedule of charges for the professional component of the medical services provided for Practitioner's review and input. Practitioner may request changes to the schedule of charges as circumstances may warrant. Hospital, in its sole and absolute discretion, shall decide upon changes to the schedule of charges.

e. **Forwarding Billing to Hospital.** Practitioner shall provide Hospital, on a daily basis, with all information reasonably requested by Hospital to enable Hospital to (i) properly bill for the Professional Services provided by Practitioner to patients. It is understood and agreed that Hospital shall handle at its expense all the administrative work of this billing. All Professional Services shall be billed in Practitioner's or Medical Group's name with all payments forwarded by payors (including, without limitation, Medicare and Medi-Cal) to a "lockbox" account in Practitioner's or Medical Group's name ("Account") established at Wells Fargo bank in Brawley, California. ("Bank"). Upon establishment of the Account, Practitioner shall direct the Bank, in writing, that during the term of this Agreement, on the last day of each calendar month the Bank shall transfer all funds in the Account on each such day to an account in Hospital's name as designated by Hospital in writing to the Bank.

f. **Billing Third-Party Payors.** Practitioner shall not bill, nor cause to be billed, Medicare patients or Medicare (Part B) carriers in violation of 42 C.F.R. §405.550(d)(3), nor any other patients or payors, for administrative, supervisory, medical director or similar services.

g. **Rates for Service.** In the event that Practitioner is responsible for establishing rates charged to patients for any Professional Services rendered pursuant to this Agreement, Practitioner must ensure that such rates are reasonable and customary. In the event that Hospital determines Practitioner's rates are unreasonable, Hospital reserves the right to approve modify rates charged by Practitioner for Services.

## 6. TERM AND TERMINATION

a. **Term.** The term of this Agreement shall be three (3) years commencing on the Effective Date, unless terminated earlier as provided herein.

b. **Termination Without Cause.** Either party shall have the right to terminate this Agreement without penalty or cause by providing ninety (90) days written notice to the other party.

c. **Termination for Cause.** Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party, except where such breach requires immediate termination as enumerated below.

**d. Immediate Termination.** This Agreement may be terminated immediately and without notice for serious and incurable events, including but not limited to:

i. Breach. Hospital or Practitioner is in breach of any material term or condition of this Agreement and such breach has not been cured within thirty (30) days following notice of such breach;

ii. Sale or Transfer. Hospital or Practitioner has sold or otherwise transferred all or substantially all of its assets, has merged with another entity or has dissolved;

iii. Insolvency or Bankruptcy. Hospital or Practitioner becomes insolvent or declares bankruptcy;

iv. Practitioner's License. Suspension denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment under threat of disciplinary action, of Practitioner's medical staff membership or privileges at Hospital or any other healthcare facility, or of Practitioner's license to practice medicine in the State of California or any other jurisdiction;

v. (a) exclusion, suspension, debarment from, or ineligibility for, participation in any federal or state health care program, or (b) conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, by Practitioner;

vi. Cancellation of Insurance. Either Party fails to carry or reinstate the insurance required in Section 7 hereof or such coverage is cancelled or revoked within ten (10) days following notice thereof from its insurance carrier;

vii. Conduct Jeopardizing Licensure or Other Reimbursements. The performance by either Party of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the medical or hospital fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties.

viii. Misrepresentations. Any Party's representation or warranty that is false or was false at the time it was originally made, or any Party becomes the subject of any threatened, proposed or actual exclusion, suspension or debarment from, or is otherwise ineligible for participation in, any federal or state health care program including without limitation, Medicare or Medi-Cal, or is the subject of any threatened, proposed or actual criminal prosecution for, or is convicted of, any criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program.

**e. One Year Prohibition on New Agreement.** If this Agreement is terminated prior

to expiration of the initial year of the term hereof, the Parties shall not enter into any new agreement or arrangement during the remainder of such year.

**7. INDEPENDENT CONTRACTOR.** Practitioner is engaged in an independent contractor relationship with the Hospital in performing all work, duties and obligations hereunder. Hospital shall not have nor exercise any control or direction over the methods by which Practitioner performs work and functions, except that Practitioner shall perform at all times in strict accordance with then currently approved methods and practices of the professional Specialty. Hospital's sole interest is to ensure that Practitioner performs and renders services in a competent, efficient and satisfactory manner in accordance with high medical standards. The Parties expressly agree that no work, act, commission or omission of Practitioner in connection with the terms and conditions of this Agreement shall be construed to make or render Practitioner, the agent, employee or servant of Hospital. Practitioner shall not be entitled to receive from Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**8. PROFESSIONAL LIABILITY INSURANCE COVERAGE.** Practitioner shall secure and maintain at all times during the term, at Practitioner's sole expense, professional liability insurance covering Practitioner, with an admitted carrier (licensed to do business in the State of California) having at least an "A" BEST rating, with limits of one million (\$1,000,000) per claim/and three million (\$3,000,000) for annual aggregate claims. Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital, and shall be primary and non-contributory. Annually, Practitioner shall provide Hospital with a certificate of insurance evidencing such coverages and coverage extensions upon request by the Hospital. If the coverage is on a claims-made basis, Practitioner hereby agrees that not less than thirty (30) days prior to the effective date of termination of Practitioner's current insurance coverage or termination of this Agreement, Practitioner shall either purchase unlimited tail coverage or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Practitioner's current coverage or prior to termination of this Agreement, as applicable, and provide Hospital a certificate of insurance evidencing such coverage.

**9. OWNERSHIP OF FILMS AND RECORDS.** Unless agreed upon in writing, all records of patients seen at any Hospital facilities shall be maintained by Hospital and shall be the property of the Hospital. Practitioner shall have the right to access such films and records during normal business hours.

**10. NOTICES.** Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

Hospital:

Practitioner:

Chief Executive Officer  
Imperial Valley Healthcare District  
West 207 Legion Road

Ramaiah Indudhara, M.D..  
\_\_\_\_\_  
\_\_\_\_\_

## 11. CONFIDENTIALITY

a. **Confidential Information Belongs to its Respective Owner.** Each Party recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to the other hereunder, Practitioner and Hospital may have access to certain information of the other Party that is confidential and constitutes valuable, special and unique property. Each Party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other Party's express prior written consent, except pursuant to Practitioner's duties hereunder, any confidential or proprietary information of either Party, including, but not limited to, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital for the Hospital, and which is not otherwise available to the public.

b. **This Agreement is Confidential.** Except for disclosure to Practitioner's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Practitioner shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Except for disclosure to Hospital's legal counsel, accountant or financial advisors, its Board of Directors and/or any committee concerned with this Agreement, Hospital and its officers, directors, employees, and agents shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Practitioner. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Upon the termination or expiration of this Agreement, Hospital all records of the patients seen or treated by Practitioner shall be the property of Hospital. However, upon Hospital's receipt of appropriately executed written request of any such patient therefor, Hospital will provide copies of the requesting patient's records to Practitioner, in paper or electronic form and the delivery of such records shall be in compliance with federal and state law.

c. **Medical Records Are Confidential.** Neither Party shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other Party in writing, any patient or medical record information regarding Hospital patients, and the Parties shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, and Hospital's Medical Staff, regarding the confidentiality of such information. Practitioner acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Practitioner is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. **HIPAA Compliance is Required.** Each Party agrees to comply with the applicable

provisions of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations (the “Federal Privacy Regulations”) and the federal security standards (the “Federal Security Regulations”).

## 12. AGREEMENT INTERPRETATION AND DISPUTE RESOLUTION

a. **Entire Agreement; Amendment.** This Agreement, its exhibits, and all documents referred to herein constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the Parties.

b. **Subject Headings.** The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

c. **Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement; nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

d. **No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties to it and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement or any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.

e. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All actions relating to, or arising out of, this Agreement shall be brought in the State Court of California in the County of Imperial. Otherwise, for actions relating to, or arising out of, this Agreement which are subject to federal jurisdiction, such action shall be brought in the Federal District Courts for the Southern District of California in the County of San Diego.

f. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. **Attorneys' Fees.** In the event of any legal action between the Parties to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the unsuccessful Party.

h. **Arbitration.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be

determined and settled by arbitration before a single arbitrator in Imperial County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of California. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties. The prevailing Party in any such arbitration shall be entitled to recover its reasonable attorneys' fees. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or other termination of this Agreement.

i. **Exhibits.** The attached exhibits, inclusive, constitute a material part of this Agreement and are to be construed as incorporated into this Agreement in full and are made a part hereof.

j. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

k. **Enforceability.** In the event that any of the terms and provisions of this Agreement are 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 remain unaffected thereby. 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.

### 13. GENERAL PROVISIONS

a. **Effect of Exclusion.** Notwithstanding any other provision of this Agreement to the contrary if Practitioner or any of Practitioner's agents or employees is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this Agreement, or if at any time after the Effective Date hereof, any Party determines that the other Party has made a false representation or is in violation or breach of this Section, this Agreement shall terminate as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or as of the date of the breach of such Section.

b. **Section 952 of Omnibus Budget Reconciliation Act of 1980.** In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Practitioner agrees that the books and records of Practitioner will be available to the Secretary of Clinic of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives,

for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Practitioner at a value or cost of \$10,000 or more over a twelve (12) month period, Practitioner shall comply and assure that the such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. If regulations are issued at a later time which would determine that Section 952 of PL 96-499 is not applicable to this Agreement, this paragraph shall automatically be repealed.

**c. 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, Practitioner 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 Practitioner under this Agreement. Practitioner further agrees that in the event Practitioner carries out any of Practitioner's 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. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**d. Mutual Indemnity.** Practitioner and Hospital shall indemnify and hold harmless each other, including officers, directors, shareholders, members, employees, agents and representatives from any and all liabilities, loses, damages, claims and expenses of any kind, including costs and attorneys' fees, which result from or relate to the indemnifying party's performance or failure to perform under this Agreement. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**e. Jeopardy.** Notwithstanding anything to the contrary hereinabove contained, in the event that the performance by either Party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the licensure of either Party, its participation in Medicare, Medi-Cal, Blue Cross or other major reimbursement or payment programs, or its full accreditation by DNV, or any other state or nationally recognized physician accreditation organization, or the tax-exempt status of interest earned on any of its bonds or other financial obligations, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields (collectively, the "Adverse Action"), then the Parties shall in good faith negotiate amendments to this Agreement necessary or appropriate to resolve the Adverse Action. If after a reasonable period of time, not to exceed sixty (60) calendar days, the Parties are unable to agree on an amendment necessary or appropriate to resolve the Adverse Action, then either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party.



f. **No Financial Obligation.** Practitioner shall not incur any financial obligation on behalf of Hospital without the prior written approval of Hospital.

g. **Assistance in Litigation.** Each Party shall provide information and testimony and otherwise assist the other in defending against litigation brought against the other, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where such Party is a named adverse Party.

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

i. **Other Agreements Between Practitioner and Hospital.** Hospital and Practitioner may enter, or may have entered, into other agreements for services such as Emergency Room On-Call, Directorship, or Supervisory Services agreements. Such agreements are maintained in an online contracts management system, MediTract, and will be made available to any State or Federal entity that require access to such contracts.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date first set forth above.

Imperial Valley Healthcare District

Ramaiah Indudhara, M.D.

\_\_\_\_\_  
Christopher R. Bjornberg  
Chief Executive Officer

\_\_\_\_\_  
Ramaiah Indudhara, M.D.

Date \_\_\_\_\_

Date \_\_\_\_\_

**Corporation:**

Valley Sunshine Medical Associates, Inc.

By: \_\_\_\_\_  
Ramaiah Indudhara, M.D.  
Owner

Date: \_\_\_\_\_

**EXHIBIT A**  
**Professional Services**

Provide urology specialty services for patients at Hospital and rural health clinics, as requested by Hospital, as deemed to be medically necessary by Practitioner using Practitioner's sole professional medical judgment, all of which shall be provided without regard to the patients' payor classification or ability to pay. Such services shall be provided in accordance with medical ethics, the standard of care, and medical staff privileges as requested by Practitioner and granted by the Hospital Medical Staff and Board of Directors.

## **EXHIBIT B**

### **Practitioner Coverage**

**Urology Coverage.** Practitioner shall provide a minimum of eight (8) hours per day, ten (10) days per month of urology specialty care services in the Hospital and Clinics. In addition, Practitioner shall also provide the extra time necessary for charting and keeping medical records timely, current and accurate.

The specific locations and schedule for Practitioner's services shall be mutually agreed upon by Practitioner and Hospital, including arrangements for block time in any of Hospital's Operating suites.

Practitioner shall provide Services at the Clinics during normal Clinics hours.

**Vacation; Continuing Medical Education (CME).** As Practitioner works at least ten (10) days per month, based on schedule of approximately two (2) to three (3) days of work, per work week. Practitioner shall be entitled to a mutually agreed upon noncumulative time off per year of four (4) of his work weeks (, plus an additional one (1) work week of time off for Continuing Medical Education (CME), for a total of five weeks of time off per year.

**Emergency On-Call Coverage.** Practitioner shall provide a minimum of four (4) days of on-call emergency department coverage per month. One "day" of emergency department on-call coverage is a period of 24 hours, typically beginning 7am one day and ending 7am the following day. Practitioner shall provide a monthly schedule of his availability for on-call emergency coverage in the Hospital to the Emergency Department Director and the Hospital's Medical Staff Director at least 30 days prior to the commencement of the month for which the schedule applies

## **EXHIBIT C**

### **Compensation**

**wRVU-based Compensation.** For regularly scheduled urology services provided by Practitioner as outlined in Exhibit B, Practitioner's compensation shall be based on production as calculated by wRVUs produced by Practitioner. The wRVU rate shall be based on the Medical Group Management Association (MGMA) compensation and production survey and may change year to year. Hospital shall provide Practitioner with wRVU rates at least 30 days prior to commencement of the wRVU-based compensation model. Practitioner shall be entitled to seventy-three dollars and sixty-six cents (\$73.66) per wRVU.

Only completed and locked charts will count towards physician-generated wRVU productivity for additional incentive compensation calculations.

### **Annual Reimbursements**

**Continuing Medical Education Reimbursement.** Hospital shall reimburse Practitioner for up to three thousand dollars (\$3,000) per year in expenses incurred for completing required Continuing Medical Education. Practitioner must present receipts and invoices to Hospital in order to receive such reimbursement.

### **No Benefits**

Hospital shall not provide, and Practitioner shall not receive any benefits from Hospital including by not limited to health insurance, professional liability insurance, disability insurance, retirement plan benefits, workers compensation insurance, sick leave etc.

**EXHIBIT D**  
**Time Log**

Imperial Valley Healthcare District  
207 West Legion Road  
Brawley, California 92227

**PRACTITIONER - TIME AND ACTIVITY LOG**

Physician's Name: \_\_\_\_\_

Hospital Department: \_\_\_\_\_

Month: \_\_\_\_\_

Date	Services Performed	Time

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Practitioner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# IMPERIAL VALLEY HEALTHCARE DISTRICT

## CONSENT AGENDA

### BOARD MEETING DATE:

December 2025

### SUBJECT:

Oracle Health EHR Nursing Mobility

### BACKGROUND:

Historically PMH MedSurg unit has utilized workstation on wheels for BCMA. Workstations on wheels (WOWs), depending on configuration, can range from \$4,000 to \$6,000 per workstation to deploy. The unit normally has need for anywhere from 10-15 WOWs. There have also been issues brought up by regulatory bodies in regards to storage of the WOWs within this unit as they can not remain in the hallway areas. There is limited storage available.

The plan is to eliminate all WOWs from the MedSurg area and replace with Zebra Handhelds running the Nursing Mobility solution.

### KEY ISSUES:

One thing to note, you must pass a network assessment of which PMH did prior to the Cerner go live (in 2023). Cerner would require an additional network assessment, which comes with a cost if we do not implement the mobility solution within 3-years of that assessment.

### CONTRACT VALUE:

License Fees (60 Handheld Devices)	\$64,800 (36-months)
Purchased Services	\$103,632.75 (one-time)
Travel Estimate	<u>\$16,000 (one-time)</u>
	\$184,432.75
Hardware (60 Handheld Devices)	\$120,000 (not to exceed, one-time)
<b>Total Project Value:</b>	<b>\$304,432.75</b>

### CONTRACT TERM:

36-months

### BUDGETED:

Yes

\$180,000 in CapEx associated with WOW upgrades or handhelds

\$194,466.35 in Purchased Services for implementation.

\$24,480 in Licensing costs (monthly fees, 1<sup>st</sup> years cost budgeted to licenses)

### BUDGET CLASSIFICATION:

Maintenance

### RESPONSIBLE ADMINISTRATOR:

Christopher Bjornberg

### REVIEWED BY LEGAL:

☐ Yes

☒ No

**RECOMMENDED ACTION:**

Approve Ordering Document for Nursing Mobility and approve hardware purchase not to exceed \$120,000.



**Pioneers Memorial Healthcare District**  
207 W Legion Rd  
BRAWLEY CA, 92227  
US

**Oracle America, Inc.**  
500 Oracle Parkway  
Redwood Shores, CA  
94065

**Contact**  
Carrie Teague  
+1 (760) 351-4664  
cteague@pmhd.org

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Recurring Services	--	1,800.00	--
Professional Services -- Time and Materials	103,632.75	--	--
Professional Services -- Estimated Expenses	16,000.00	--	--
Total Fees	119,632.75	1,800.00	0.00

## Billing Frequency

Description	Amount Due	Payment Due
Professional Services -- Estimated Expenses	100%	Monthly in arrears
Professional Services -- Time and Materials	100%	Monthly in arrears
Recurring Services	100%	Annually in advance, beginning when access issued

## Ordered Items

### Recurring Services

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
B100058	Oracle Health EHR Nursing Mobility - Device	36 mo	--	60	30.00	1,800.00
Subtotal						1,800.00

## Professional Services

### Professional Services - Time and Materials

Part Number	Description / Role	Service Descriptions	Hourly Rate	Estimated Fees
B110297	Oracle Health Professional Services - Clinical Suite [PION_CA Nursing Mobility]	Attached	--	30,115.80
B102821	Principal Consultant - Technology Consultant - per Hour [PION]	--	138.45	--
B104435	Consulting Project Snr Principal Consultant - per Hour [PION]	--	182.00	--
B104440	Consulting Technical Manager - per Hour [PION]	--	182.00	--
B110297	Oracle Health Professional Services - Clinical Suite [PION_CA Nursing Mobility Medication Administration]	Attached	--	53,303.25
B104444	Principal Consultant - per Hour [PION]	--	138.45	--
B110297	Oracle Health Professional Services - Clinical Suite [PION_CA Nursing Mobility Specimen Collection]	Attached	--	20,213.70
B104446	Senior Consultant - per Hour [PION]	--	138.45	--
B104446	Senior Consultant - per Hour [PION]	--	138.45	--
Subtotal				103,632.75

Professional Services - Estimated Expenses

Part Number	Description	Estimated Fees
B102173	Oracle Health Travel and Expenses for Commercial Estimate - Each [Travel and Expenses]	16,000.00
Subtotal		16,000.00

Permitted Facilities

Name	Street Address	City
Pioneers Memorial Healthcare District	207 W Legion Rd	BRAWLEY, CA, 92227 US

## **A. Terms of Your Order**

### **1. Applicable Agreement**

a. This order incorporates by reference the terms of the Cerner Business Agreement LA-0000077901 and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

Oracle America, Inc. is acting as ordering and invoicing agent for Cerner Corporation. Your order remains between You and Cerner Corporation. All references to "Oracle", "we", "us", or "our" shall refer to Cerner Corporation. We may refer to Client or Customer as "You".

### **2. Fees and Payments**

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.

b. Fees will be invoiced in accordance with the Billing Frequency table above.

c. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the items You ordered, except for taxes based on Oracle's income. If You will be claiming an exemption from these taxes, You will provide to Oracle a valid certificate of tax exemption in advance of, or at the time of, the execution of this order. You are responsible to ensure that You provide Oracle with timely notification of any tax exemption status changes and to timely provide updated exemption certificates in the event any previously provided exemption certificate expires during the term of this order.

d. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement and this order.

### **3. Terms Applicable to Ordered Items**

#### **a. Scope of Use.**

You will use the Ordered Items in this order in accordance with the Documentation and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the scope of use metric, definition, and any rules applicable to the Ordered Item as described in the Oracle Health Definitions and Rules Booklet v091525 which may be viewed at <http://www.oracle.com/contracts> on the Oracle Health tab.

If the quantity of an Ordered Item is exceeded, You agree to execute a new order setting forth the additional quantity of the item.

Where applicable, scope of use will be measured periodically by Oracle's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g., FTEs or locations), You will provide the relevant information (including records to verify the information) to Oracle at least once per year. You agree that if an event occurs that will affect Your scope of use (such as the acquisition of a new hospital or other new facility), You will notify Oracle in writing of such event no later than 30 days following the effective date of such event so that Your scope of use can be reviewed. Any additional fees due under this section will be payable within 30 days following Your receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

#### **b. Solution Descriptions.**

Solution Descriptions applicable to each Ordered Item identified as Licensed Software, Recurring Services or Transaction Services in the table(s) above are available on <http://www.oracle.com/contracts> on the Oracle Health tab. The Solution Description is identifiable by the Part Number in the table(s) above. These Solution Descriptions are incorporated into this order by reference.

#### **c. Shared Computing Services.**

You understand that Oracle may deliver the products and services on this order in a Shared Computing Services model. The policies that govern the Shared Computing Services model are available at <http://www.oracle.com/contracts> on the Oracle Health tab and are incorporated into this order by reference.

#### **d. Permitted Facilities.**

The Ordered Items in this order are for use by the facilities listed in the Permitted Facilities table(s) above. You may add or substitute Permitted Facilities by amending this order.

### **4. Recurring Services**

a. The services term for all Ordered Items identified as Recurring Services in the table(s) above begins as set forth in the Billing Frequency table above.

### **5. Professional Services**

#### **a. Oracle Health Professional Services Delivery Policies.**

The Oracle Health Professional Services Delivery Policies ("Health PSDP") available at <http://www.oracle.com/contracts> on the Oracle Health tab apply to and are incorporated into this order.

#### **b. Service Descriptions.**

Service Descriptions applicable to each Ordered Item identified as Professional Services in the table(s) above may be found (i) at <http://www.oracle.com/contracts> on the Oracle Health Tab (where identified as "Online" in the Professional Services table(s)), or (ii) as an attachment to this order (where identified as "Attached" in the Professional Services table(s)). These Service Descriptions are incorporated into this order by reference.

#### **c. Estimated Expenses.**

Fees for Professional Services identified in this order as "Professional Services -- Estimated Expenses" are estimates intended only to be for Your budgeting purposes and may exceed the estimated totals; these estimates do not include taxes. Actual expenses shall be invoiced as incurred, in accordance with the Billing Frequency table.

d. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

**e. Estimated Fees.**

Fees for Professional Services identified in this order as "Professional Services -- Time and Materials" are estimates intended only to be for Your budgeting and Oracle's resource scheduling purposes and may exceed the estimated totals: these estimates do not include taxes. For Professional Services performed on a time and materials (T&M) basis, You shall pay Oracle for all of the time spent performing such services at the rate specified in the Ordered Items table(s) above, plus materials and taxes. Once fees for Professional Services reach the estimate and upon amendment to this order, Oracle will cooperate with You to provide continuing Professional Services on a T&M basis.

**6. Order of Precedence**

a. In the event of inconsistencies between the terms contained in this order and the Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

**7. Effective Date**

a. If accepting this order online, the effective date of this order is the date You submit the order. Otherwise, the effective date is the last signed date stated below.

**8. Offer Validity**

a. This offer is valid through 30-Nov-2025 and shall become binding upon execution by You and acceptance by Oracle.

Pioneers Memorial Healthcare District

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature Date \_\_\_\_\_

Oracle America, Inc.

Signature *Anthony Hernandez*  
Name Anthony Hernandez  
Title Senior Director, NA Customer Deal Desk  
Signature Date 7-Nov-2025 12:29 AM PDT

# Oracle Health EHR Nursing Mobility Medication Administration Implementation - CommunityWorks

**Part #: B103729 and B110297**

Cerner Legacy Part #: CTS-CONNECTADMIN-CW

<b>Description of Services</b>	<p>Oracle will provide the following Services:</p> <ul style="list-style-type: none"> <li>• Configure Oracle Health EHR Nursing Mobility to enable Barcode Medication Administration.</li> <li>• Provide one (1) label-with-armband, that includes an Aztec bar code, if Oracle Health Registration is being implemented.</li> <li>• Conduct audits on the formulary, order sentences, and PowerPlan plans to identify potential scanning issues (Oracle Health EHR Nursing Mobility Medication Administration relies on intact CareAdmin or CareMobile scanning functionality).</li> <li>• For each facility provide three (3) business days of 12-hour command center support and three (3) business days of 12-hour Clinical Consultant support on the units.</li> </ul>
<b>Your Cooperation / Obligations</b>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>• Utilize a medication supply company, repackager, robot or pharmacy label including a dispense history ID bar code to have the ability to administer scheduled, unscheduled, PRN, and continuous infusions (begin bag event only), uniquely bar coded at the unit dose level.</li> <li>• Provide to Oracle Health Pharmacy-generated labels with a dispense history id bar code.</li> <li>• Make any necessary modifications to the patient wristband.</li> <li>• Perform scan through on-shelf formulary items to validate formulary completeness.</li> <li>• Complete Pharmacy Shelf Scanning for additional areas containing medications and/or purchase additional services from Oracle for subsequent assistance.</li> <li>• Provide Oracle implementation team remote access to Mobile Device Management and Enterprise Mobility Management for the duration of the engagement.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Oracle Health Cloud domains to be implemented will include one (1) production and two (2) non-production domains. The non-production domains for Oracle Health EHR Nursing Mobility in the Oracle Health Cloud cannot be moved once onboarded.</li> <li>• On-site conversion support is limited to one (1) facility.</li> <li>• Oracle Wireless Network Validation Assessment must be successfully completed, with the Network Assessment report stating that Data is 'Ready', and You have passed Oracle's wireless requirements, prior to resources being assigned and prior to the project kickoff.</li> <li>• A separate Oracle Health Ordering Document is required if You request extended support, support coverage, or both.</li> <li>• A new Oracle Health Ordering Document is required to implement in additional facilities or Oracle Health Millennium Platform domains; additional fees will apply.</li> </ul>

# Oracle Health EHR Nursing Mobility Custom Services

Part #: B103924

Cerner Legacy Part #: CTS-CSM-CACONNECT

<b>Description of Services</b>	<p>Oracle will provide the following Services:</p> <ul style="list-style-type: none"> <li>• Onboard You to iBus cloud environment (if applicable) <ul style="list-style-type: none"> <li>◦ iBus Cloud Service includes access to one (1) production and up to two (2) non-production environments.</li> </ul> </li> <li>• Oracle Health EHR Nursing Mobility Application Configuration <ul style="list-style-type: none"> <li>◦ Deploy the following Oracle Health EHR Nursing Mobility applications and features: <ul style="list-style-type: none"> <li>▪ Oracle Health EHR Nursing Mobility App (Note: patient to device association requires a separate scope of work and additional fees) <ul style="list-style-type: none"> <li>▫ Patient information</li> <li>▫ Care team and patient list integration</li> <li>▫ Viewing of clinical results</li> <li>▫ Items for review</li> </ul> </li> <li>▪ Oracle Health EHR Nursing Mobility with Barcode Medication Administration <ul style="list-style-type: none"> <li>▫ Provide one (1) label-with-armband, that includes an Aztec bar code, if Oracle Registration is being implemented.</li> <li>▫ Conduct audits on the formulary, order sentences, and PowerPlan plans to identify potential scanning issues (Oracle Health EHR Nursing Mobility – Medication Administration relies on intact CareAdmin or CareMobile scanning functionality).</li> </ul> </li> </ul> </li> </ul> </li> <li>• Oracle Health EHR Nursing Mobility Setup and Configuration <ul style="list-style-type: none"> <li>◦ Provision mobile devices (if purchased from Oracle and leveraging Oracle Health Mobile Device Management (MDM)).</li> <li>◦ Provide training on the user provision process.</li> <li>◦ Support unit and integration testing events.</li> <li>◦ Provide system maintenance training.</li> <li>◦ Provide super user and educator training.</li> <li>◦ Deploy Oracle Cloud Appliance (if applicable).</li> <li>◦ Setup of Oracle Health EHR Nursing Mobility is limited to three (3) environments (one (1) production, two (2) non-production), Oracle communication servers with Your single private branch exchange (PBX) integration or similar (such as Cisco Unified Call Manager) for SIP integration.</li> </ul> </li> <li>• Assist in troubleshooting and resolving issues that arise from Your testing.</li> <li>• Test Device Connectivity <ul style="list-style-type: none"> <li>◦ Test basic device connectivity and communication functionality.</li> <li>◦ Ensure standard communication with the device is successful; You are responsible for performing unit, integration, and system tests with all devices in the environment.</li> <li>◦ Perform troubleshooting and assistance in resolving issues that arise from Your testing.</li> </ul> </li> <li>• Conversion Support <ul style="list-style-type: none"> <li>◦ Provide conversion support per facility (Note: extended support and support coverage require a separate scope of work and additional fees). <ul style="list-style-type: none"> <li>▪ Three (3) business days of one (1) 10-hour command center support</li> <li>▪ Three (3) days business of one (1) 10-hour split shift clinical rounding support</li> </ul> </li> </ul> </li> </ul>
<b>Your Cooperation / Obligations</b>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>• Responsible for procurement, installation, management, and support related to equipment owned by You and medical devices located at Your facilities</li> <li>• Provide connectivity from Your facility to the iBus Cloud application through secured internet connection.</li> <li>• Provision mobile devices (if not purchased from Oracle nor leveraging Oracle Health Mobile Device Management (MDM)). <ul style="list-style-type: none"> <li>◦ Perform all patching and provisioning tasks.</li> </ul> </li> <li>• Create testing scripts and perform solution unit and integration testing.</li> <li>• Identify roles to participate in system maintenance training events.</li> <li>• Identify two (2) super users per unit or department per shift to participate in super-user training.</li> <li>• Ensure identified parties actively participate in system maintenance training and super-user training events and assume support responsibilities during conversion.</li> <li>• Provide and facilitate end-user training.</li> </ul>



	<ul style="list-style-type: none"> <li>o Create custom education and training collateral</li> <li>o Facilitate and schedule in-person end-user training.</li> <li>o Ensure end users successfully sign into the Oracle Health EHR Nursing Mobility application prior to conversion.</li> <li>• Roll out smartphones and if applicable, carts, cabinets, and charging cradles. <ul style="list-style-type: none"> <li>o Validate power and networking infrastructure.</li> </ul> </li> <li>• Secure a medication supply company, repackage, robot or pharmacy label including a dispense history ID bar code who has the ability to administer scheduled, unscheduled, PRN, and continuous infusions (begin bag event only), uniquely bar coded at the unit dose level.</li> <li>• Provide Oracle Health Pharmacy-generated labels with a dispense history ID bar code.</li> <li>• Make any necessary modifications to the patient wristband.</li> <li>• Perform scan through on-shelf formulary items to validate formulary completeness.</li> <li>• Complete Pharmacy Shelf Scanning for additional areas containing medications and/or purchase additional services from Oracle for subsequent assistance.</li> <li>• Perform the following conversion support activities: <ul style="list-style-type: none"> <li>o Designate an on-site command center and staff with project manager, clinical analyst, IT analyst, and help desk/desktop support.</li> <li>o Ensure issue management and escalation processes are in place.</li> </ul> </li> <li>• Provide Oracle implementation team remote access to Mobile Device Management and Enterprise Mobility Management for the duration of the engagement.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Installation is limited to three (3) Oracle Health Millennium Platform environments (one (1) production and two (2) non-production). The non-production domain for Oracle Health EHR Nursing Mobility in the Oracle Health Millennium Platform+ cloud cannot be moved once onboarded.</li> <li>• This scope of work will be delivered by Oracle as a single-phase implementation spanning 4-5 months per facility as defined in this scope. If any features or functionalities within scope are delivered in multiple implementation phases, or if project timeline exceeds 4-5 months due to Your request, additional Services may be required.</li> <li>• Oracle Wireless Network Validation Assessment must be successfully completed, with the Network Assessment report stating that Data is 'Ready', and You have passed Oracle's wireless requirements, prior to resources being assigned and prior to the project kickoff.</li> <li>• You will determine, based on site-specific standard operating procedures, governing regulatory bodies, patient population, employees, and tools, how best to validate all aspects of Your system. In addition, You assume all risk for software and device testing. Oracle accepts no responsibility or liability for any costs, expenses, claims, or damages incurred by You or any third party as a result of system failure or any component thereof, or any other Your system to function properly or without interruption due to improper testing.</li> <li>• You will remain actively engaged until project completion. In the event You place the project on hold or otherwise delays the project beyond a 2-week period for reasons not attributable to Oracle, Oracle resources may be subject to reassignment to other projects, thereby delaying Your project and resulting in additional Service fees.</li> <li>• This scope assumes activation is restricted to a single production Oracle Health Millennium Platform domain.</li> <li>• Oracle Health CareAware Platform iBus installation services are not included in this scope.</li> <li>• Oracle Health CareAware Platform iBus upgrade services are not included in this scope.</li> <li>• Services for network (wired and wireless) redesign and remediation are not included in this Scope.</li> <li>• Number of facilities to be implemented: one (1)</li> <li>• Number of Oracle Health CareAware Platform iBus environments: one (1) production, two (2) non-production</li> <li>• Number of smartphone communication device types per facility: 1</li> </ul>

# Oracle Health EHR Nursing Mobility Specimen Collection Implementation

Part #: B103733

Cerner Legacy Part #: CTS-CONNECT-SPECIMENCOLL

<b>Description of Services</b>	<p>Oracle will provide the following Services:</p> <ul style="list-style-type: none"> <li>Assist in the deployment of the following features of Oracle Health EHR Nursing Mobility Specimen Collection: <ul style="list-style-type: none"> <li>Patient information</li> <li>Care team and patient list integration</li> <li>Real-time at point of care capture of collection information including date and time and the collector's ID</li> <li>Identification of the correct specimen to be collected</li> </ul> </li> <li>Configure Oracle Health EHR Nursing Mobility to enable the Specimen Collection application</li> <li>Include one (1) label-with-armband that includes an Aztec barcode if Oracle Health Registration is being implemented. <ul style="list-style-type: none"> <li>If Oracle Health Registration is already live or a foreign registration system is being used, then You will be responsible for making necessary modifications to the patient wristband.</li> </ul> </li> <li>Assist in the validation of up to two (2) Oracle-supported printers per facility in scope.</li> <li>Conduct kickoff and current-state review event.</li> <li>Support integration testing.</li> <li>Provide test scripts and assist You in development of training plans</li> <li>Code Sets: Reasons Missed, Specimen Filtering, Container Colors, Order Priority</li> <li>Reporting Metrics for Specimen Collections</li> <li>Security, Task Access, and Privileges (Allow Chart Not Done)</li> <li>Install Oracle-hosted appliance (if applicable)</li> </ul>
<b>Your Cooperation / Obligations</b>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>Your technical team will be responsible for wireless printer deployment for additional printers.</li> <li>Make any necessary modifications to the patient wristband.</li> <li>Perform scan-through by scanning accession labels to ensure they scan appropriately.</li> <li>Localize education collateral and training of solution users</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Implementation of the traditional Oracle Health CareAware Platform implementation is limited to one (1) production environment and two (2) non-production environment.</li> <li>Implementation of the Oracle Health CareAware Platform Cloud platform implementation is limited to one (1) production and two (2) non-production environments. The non-production domains for Oracle Health CareAware Platform EHR Nursing Mobility in the Oracle Health Cloud cannot be moved once onboarded.</li> <li>On-site conversion support is limited to one (1) facility.</li> <li>Nurse Collect and Phlebotomy Management workflows are implemented on the same timeline accounting for a single conversion event.</li> <li>Oracle Wireless Network Validation Assessment must be successfully completed, with the Network Assessment report stating that data is 'Ready', and You have passed Oracle's wireless requirements, prior to resources being assigned and prior to the project kickoff.</li> <li>A separate Oracle Health Ordering Document must be executed by You for Oracle to implement in additional facilities or Oracle Health Millennium domains; additional fees will apply.</li> <li>Project prerequisites include: <ul style="list-style-type: none"> <li>Point of Care Specimen Collections licensed</li> <li>Oracle Health EHR Nursing Mobility or Clinical Mobility Extension licensed</li> <li>One (1) of the following major Oracle Health Millennium laboratory solutions should be implemented and/or in-process of implementation: General Laboratory, Microbiology, HLA, Blood Bank Transfusion, or Oracle Health Millennium Helix for Laboratory.</li> </ul> </li> <li>Oracle will provide the following conversion support per facility: Three (3) days of twelve (12) hour command center technical support and three (3) days of twelve (12) hour Clinical Consultant support on the units.</li> <li>For each facility provide three (3) business days of twelve (12) hour command center support and three (3) business days of twelve (12) hour Clinical Consultant support on the units.</li> <li>A separate Oracle Health Ordering Document is required if You request extended support.</li> </ul>

## Bill To / Ship To Contact Information

### Bill To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Pioneers Memorial Healthcare District	207 W Legion Rd BRAWLEY, CA US 92227	Carrie Teague +1 (760) 351-4664 cteague@pmhd.org

### Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Pioneers Memorial Healthcare District	207 W Legion Rd BRAWLEY, CA US 92227	Carrie Teague +1 (760) 351-4664 cteague@pmhd.org

# IMPERIAL VALLEY HEALTHCARE DISTRICT

## **CONSENT AGENDA**

### **BOARD MEETING DATE:**

December 2025

### **SUBJECT:**

Renew Barracuda Email Security

### **BACKGROUND:**

IVHD currently utilizes Exchange Online, which is a cloud-based email system. We have 1,346 users that send and receive approximately 160,000+ emails each month, making it the most used communication method in the district. Emails vary from informational hospital events to highly confidential patient and financial information. Barracuda Networks is the current email protection software blocking an average of 23k malicious emails every month.

### **KEY ISSUES:**

Barracuda spam protection needs to be renewed for continued protection.

### **CONTRACT VALUE:**

Total \$67,192.32

### **CONTRACT TERM:**

1-year

### **BUDGETED:**

Yes

### **BUDGET CLASSIFICATION:**

Licenses

### **RESPONSIBLE ADMINISTRATOR:**

Christopher Bjornberg

### **REVIEWED BY LEGAL:**

☐

Yes

☒

No, GPO

### **RECOMMENDED ACTION:**

Approve purchase



Thank you for choosing CDW. We have received your quote.

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## QUOTE CONFIRMATION

WALTER NGUYEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRFB420	11/10/2025	BARRACUDA RENEWAL BY 11/24	1979766	\$67,192.32

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Barracuda E-Mail Protection Premium - subscription license (1 month) - 1 us</a>	16152	6799026	\$4.16	\$67,192.32
Mfg. Part#: EP-PREMIUM-USR-1M				
Electronic distribution - NO MEDIA				
Contract: HealthTrust Pricing-Software (HPG-2500)				

SUBTOTAL		\$67,192.32
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		<b>\$67,192.32</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> PIONEERS MEMORIAL HEALTHCARE DIST ACCTS PAYABLE 207 W LEGION RD BRAWLEY, CA 92227-7780 <b>Phone:</b> (760) 351-3326 <b>Payment Terms:</b> Net 30 Days-Healthcare	<b>Shipping Address:</b> PIONEERS MEMORIAL HEALTHCARE INFORMATION TECHNOLOGY 207 W LEGION RD BRAWLEY, CA 92227-7780 <b>Phone:</b> (909) 833-6574 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



### Sales Contact Info

Tom Latzke | (866) 339-7097 | [tomlat@cdw.com](mailto:tomlat@cdw.com)

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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# IMPERIAL VALLEY HEALTHCARE DISTRICT

## CONSENT AGENDA

### BOARD MEETING DATE:

December 2025

### SUBJECT:

Oracle Clinical AI Agent (CAA)

### BACKGROUND:

IVHD implemented the Clinical AI Agent (CAA) in February/March 2025 to streamline documentation. Integrated with Oracle Health Cerner EHR, the solution uses generative AI and voice recognition to capture patient-provider conversations and generate structured notes directly within the provider workflow. Since go-live, IVHD has produced a significant volume of AI-assisted notes, reflecting strong adoption across the clinic space. We currently have 18 unique users and are trending at about 3,000 notes per month.

### KEY ISSUES:

Initial scope was 10,000 notes and we are at about 18,000 notes to date which are overages that will be applied to the 50,000 notes purchased. Also noting that Inpatient and ER venues became available as it relates to the Agent use and we will be rolling out trials of the Agent in these areas.

### CONTRACT VALUE:

License

\$80,000

50,000 Notes x \$1.60 = \$80,000

### CONTRACT TERM:

12-months

### BUDGETED:

We budgeted 20,000 notes at \$1.75/note, total of **\$35,000** for the Clinical AI Agent as we weren't aware of how quickly clinicians would adopt the new tool during budget planning for FY 2026.

### BUDGET CLASSIFICATION:

Licenses

### RESPONSIBLE ADMINISTRATOR:

Christopher Bjornberg

### REVIEWED BY LEGAL:

☐

Yes

☒

No

### RECOMMENDED ACTION:

Approve Sales Order



# Ordering Document

ORACLE

CPQ-4099974

**Pioneers Memorial Healthcare District**

207 W Legion Rd  
BRAWLEY CA, 92227  
US

**Contact**

Carrie Teague  
+1 (760) 351-4664  
cteague@pmhd.org

**Oracle America, Inc.**

500 Oracle Parkway  
Redwood Shores, CA  
94065

## Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Recurring Services	80,000.00	--	--
Total Fees	80,000.00	0.00	0.00



## Billing Frequency

Description	Amount Due	Payment Due
Recurring Services	100%	Quarterly in advance, beginning when access issued

## Ordered Items

### Recurring Services

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Fees
B111364	Oracle Health Clinical AI Agent Cloud Service, Clinical Note - Signed Note	12 mo	--	50,000	1.60	80,000.00

Subtotal 80,000.00

## Permitted Facilities

Name	Street Address	City
Pioneers Memorial Healthcare District	207 W Legion Rd	BRAWLEY, CA, 92227 US

## **A. Terms of Your Order**

### **1. Applicable Agreement**

a. This order incorporates by reference the terms of the Cerner Business Agreement LA-0000077901 and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

Oracle America, Inc. is acting as ordering and invoicing agent for Cerner Corporation. Your order remains between You and Cerner Corporation. All references to "Oracle", "we", "us", or "our" shall refer to Cerner Corporation. We may refer to Client or Customer as "You".

### **2. Fees and Payments**

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.

b. Fees will be invoiced in accordance with the Billing Frequency table above.

c. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the items You ordered, except for taxes based on Oracle's income. If You will be claiming an exemption from these taxes, You will provide to Oracle a valid certificate of tax exemption in advance of, or at the time of, the execution of this order. You are responsible to ensure that You provide Oracle with timely notification of any tax exemption status changes and to timely provide updated exemption certificates in the event any previously provided exemption certificate expires during the term of this order.

d. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement and this order.

### **3. Terms Applicable to Ordered Items**

#### **a. Scope of Use.**

You will use the Ordered Items in this order in accordance with the Documentation and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the scope of use metric, definition, and any rules applicable to the Ordered Item as described in the Oracle Health Definitions and Rules Booklet v091525 which may be viewed at <http://www.oracle.com/contracts> on the Oracle Health tab.

If the quantity of an Ordered Item is exceeded, You agree to execute a new order setting forth the additional quantity of the item.

Where applicable, scope of use will be measured periodically by Oracle's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g., FTEs or locations), You will provide the relevant information (including records to verify the information) to Oracle at least once per year. You agree that if an event occurs that will affect Your scope of use (such as the acquisition of a new hospital or other new facility), You will notify Oracle in writing of such event no later than 30 days following the effective date of such event so that Your scope of use can be reviewed. Any additional fees due under this section will be payable within 30 days following Your receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

#### **b. Solution Descriptions.**

Solution Descriptions applicable to each Ordered Item identified as Licensed Software, Recurring Services or Transaction Services in the table(s) above are available on <http://www.oracle.com/contracts> on the Oracle Health tab. The Solution Description is identifiable by the Part Number in the table(s) above. These Solution Descriptions are incorporated into this order by reference.

#### **c. Shared Computing Services.**

You understand that Oracle may deliver the products and services on this order in a Shared Computing Services model. The policies that govern the Shared Computing Services model are available at <http://www.oracle.com/contracts> on the Oracle Health tab and are incorporated into this order by reference.

#### **d. Permitted Facilities.**

The Ordered Items in this order are for use by the facilities listed in the Permitted Facilities table(s) above. You may add or substitute Permitted Facilities by amending this order.

### **4. Recurring Services**

a. The services term for all Ordered Items identified as Recurring Services in the table(s) above begins as set forth in the Billing Frequency table above.

### **5. Order of Precedence**

a. In the event of inconsistencies between the terms contained in this order and the Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

### **6. Effective Date**

a. If accepting this order online, the effective date of this order is the date You submit the order. Otherwise, the effective date is the last signed date stated below.

### **7. Offer Validity**

a. This offer is valid through 20-Dec-2025 and shall become binding upon execution by You and acceptance by Oracle.

## **B. Additional Order Terms**

## 1. Continued Invoicing for Clinical Digital Assistant Services

Invoicing for your prior Clinical Digital Assistant order will continue in accordance with that order.

## 2. Credit Card or PayPal Payments

If the pre-tax value of this order is USD 99,999 or less and You opt to purchase the Ordered Items listed on this order by credit card or PayPal, the payment will be charged upon invoice generation with immediate payment terms.

Consulting/Professional Services may not be purchased by credit card or PayPal irrespective of the transaction size.

## 3. Clinical AI Agent Cloud Services

a. Cloud Services. These additional order terms apply to the Oracle Health Clinical AI Agent Cloud Services in Your order (the "CAA Services").

b. CAA Services Term. The CAA Services begin on the date that You are issued access that enables You to activate Your CAA Services and continue for the term set forth in the applicable Ordered Items table above.

c. Information Management Tool. You acknowledge and agree that the CAA Services are administrative information management tools which contemplate and require the involvement of professional medical personnel as further specified below. You acknowledge and agree that the CAA Services and its associated outputs (i) are not designed, intended or made available as a medical device(s); (ii) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment of a clinician or other professional medical personnel; (iii) are not intended to support time-critical medical, treatment or diagnostic decision-making; and (iv) should never solely inform a clinical treatment decision, including a decision to delay treatment. You further acknowledge and agree that the CAA Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.

You acknowledge and agree that: (i) You are solely responsible for Your Users appropriate and responsible use of the output of the CAA Services; (ii) You are solely responsible for Your Users reviewing, verifying and validating the accuracy of the output of the CAA Services and for reviewing, verifying and validating the output before any action is taken, including, for example, reviewing, verifying and validating draft clinical notes before they are posted to a clinical record, an order is placed or any action is taken; and (iii) Your use is limited to defined specialties as defined in the Solution Description.

d. Consents. You are responsible for providing any legally required notices or obtaining any legally required consents, authorizations or notices related to use of the CAA Services, including with respect to providing notice and obtaining consent from patients for recording of patient-clinician conversations as required by applicable law, and all appropriate and necessary consents and authorizations to enable the use of Data as set forth under this order, including use by Permitted Facilities or other entities receiving access or use of the CAA Services. You acknowledge and agree, and further agree to provide notice to patients, that recordings of patient-clinician conversations are not retained after processing, are not a part of a legal-medical record, nor are they part of a designated record set (as such term is defined at 45 CFR § 164.501). You understand that You are responsible for using the CAA Services in compliance with all applicable laws, rules, and regulations, including, but not limited to, laws governing the use and disclosure of protected health information.

In the event of any material change to federal, state, or local law or regulation applicable to the CAA Services that affect's Oracle's ability to perform under this order, the parties will negotiate in good faith to amend this order to fully comply with any material changes. If the parties have not reached agreement on the amendment after good faith negotiation of at least thirty (30) days, Oracle may immediately terminate this order and neither party shall have further liability to the other under this order except for obligations arising under provisions that survive termination. Additionally, Oracle may amend the fees if Oracle's cost of operation is increased due to an adjustment in charges imposed upon Oracle by a federal, state, or local governmental unit, law, regulation, or statute, provided that any such adjustment shall be limited to an amount reasonably related to the change.

e. Data. The parties agree and acknowledge that with respect to data processed via the CAA Services, Oracle may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for any lawful purposes. The parties further agree and acknowledge that with respect to data processed via the CAA Services, Oracle may transmit or route data through regions outside the United States subject to the requirement that all data transmitted will be encrypted and shall not be stored outside the United States. The foregoing statements are intended to amend and supersede any conflicting terms in the Business Associate Agreement and the referenced master agreement executed by the parties, provided that such amendment only applies to the data processed via the CAA Services.

Oracle may (a) compile statistical and other information related to the performance, operation, and use of the CAA Services, and (b) use data from the CAA Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). Service Analyses will not contain Your PHI or personal information. Oracle retains all intellectual property rights in Service Analyses.

f. Artificial Intelligence (AI) Tools. The CAA Services may involve the use of AI tools that are incorporated within the CAA Services. You acknowledge that AI tools are the product of machine learning and are not managed by human beings. AI tools are merely complementary administrative resources for You or Your clinicians and other medical personnel. You agree that You will not rely on any output from the CAA Services, including the AI tools, as a sole source of truthful or accurate information, or as a substitute for any medical or professional advice. You warrant and represent that You have trained and educated all persons who interact with the CAA Services to understand that the AI tools in the CAA Services cannot be relied upon by clinicians and other medical personnel in treating patients.

### g. WARRANTY DISCLAIMER.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, ORACLE MAKES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ANY WARRANTY CONCERNING THE OUTPUT OF THE CAA SERVICES, INCLUDING OUTPUT GENERATED BY ANY AI TOOLS INCORPORATED WITHIN THE CAA SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. ORACLE DOES NOT WARRANT THAT THE OUTPUT OF THE CAA SERVICES, INCLUDING OUTPUT GENERATED BY ANY AI TOOLS, WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY OUTPUT WILL NOT BE LOST OR ALTERED.

YOU AGREE THAT ORACLE MAKES NO WARRANTY OR REPRESENTATION THAT THE CAA SERVICES, INCLUDING ANY AI TOOLS INCORPORATED WITHIN THE CAA SERVICES, WILL MAKE ACCURATE RECOMMENDATIONS TO YOU, OR YOUR CLINICIANS OR OTHER

MEDICAL PERSONNEL, AND YOU, YOUR CLINICIANS AND OTHER MEDICAL PERSONNEL ARE INDEPENDENTLY RESPONSIBLE FOR VERIFYING THE ACCURACY OF INFORMATION GENERATED BY THE CAA SERVICES AND AI TOOLS.

Pioneers Memorial Healthcare District

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature Date \_\_\_\_\_

Oracle America, Inc.

Signature *Anthony Hernandez*  
Name Anthony Hernandez  
Title Senior Director, NA Customer  
Deal Desk  
Signature Date 19-Nov-2025 12:24 AM PDT

## Bill To / Ship To Contact Information

### Bill To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Pioneers Memorial Healthcare District	207 W Legion Rd BRAWLEY, CA US 92227	Carrie Teague +1 (760) 351-4664 cteague@pmhd.org

### Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Pioneers Memorial Healthcare District	207 W Legion Rd BRAWLEY, CA US 92227	Carrie Teague +1 (760) 351-4664 cteague@pmhd.org

# IMPERIAL VALLEY HEALTHCARE DISTRICT

## **CONSENT AGENDA**

### **BOARD MEETING DATE:**

December 2025

### **SUBJECT:**

Affinity Data Archive Phase 3

### **BACKGROUND:**

PMH went live with Cerner on 04/15/2024. Phase 1 of legacy systems archive were main systems, eClinicalWorks (clinic EMR), Pulse Check (ER EMR), QCPR (IP EMR), Affinity (Demographics ONLY). Archives were in a phased approach beginning with the main EMRs. Phase 2 of archive was Pergien (Fetal Monitoring Strips), OncoEMR (Oncology EMR), Optio/Bottomline (Document Repository, Scanning HIM).

### **KEY ISSUES:**

In order to decommission and end maintenance on Affinity (Legacy Revenue Cycle System) we need to archive. We are currently paying \$50,000/annually to have read-only access to Affinity. Archiving is required due to data retention policies.

### **CONTRACT VALUE:**

Subscription (Licenses)

Total: \$179,840 (\$35,968 annually)

### **CONTRACT TERM:**

5-Year

### **BUDGETED:**

Yes

### **BUDGET CLASSIFICATION:**

Licenses

### **RESPONSIBLE ADMINISTRATOR:**

Christopher Bjornberg

### **REVIEWED BY LEGAL:**

☐

Yes

☐

No

Sent request for legal review on 11/14/2025. Pending review.

### **RECOMMENDED ACTION:**

Approve Subscription Agreement

**Exhibit A**  
**STATEMENT OF WORK**

This Statement of Work (the “SOW”), dated as of July 31, 2025 (the “SOW Effective Date”), shall be governed by the Master Service Agreement entered into as of July 31, 2025 therein (the “Agreement”), by and between, Pioneers Imperial Valley Health District (“**Client**”), and ELLKAY, LLC (“**ELLKAY**”).

**1. Definitions.**

- (a) **Data Set.** A Data Set is a list of data types for migration to LKOasis.
- (b) **Data Migration.** A Data Migration is the extraction and transformation of Client’s Source System data from a Source System to a destination EMR’s specifications for import by EMR.
- (c) **Electronic Medical Record or EMR.** A EMR is systematized collection of patient and population electronically stored health information in a digital format.
- (d) **Go-Live Data.** The Go-Live Data is the extraction data file that has been migrated and/or archived from the Source System and is used for Go-Live/Production according to the specifications set forth in this **SOW**. The Go-Live Data may comprise of the Source System data fully described in Section 3 below.
- (e) **Hosting.** Hosting is providing and maintaining computer servers, storage facilities, and associated resources, along with necessary technical support, for the purpose of storing, managing, and delivering digital content, data, applications, or services over the internet or a private network.
- (f) **LKOasis.** LKOasis is a software-as-a-service platform and repository that enables the storage, retrieval, and management of discrete medical/clinical/financial information, and non-discrete reports/documents, and other related data in a secure, structured, and compliant manner.
- (g) **Sample Data.** The Sample Data is a subset of patient data from the Source System data that has been migrated to destination EMR’s import specifications and/or archived to LKOasis. The Sample Data is used for Client validation that may include the data elements fully described in Section 3 below.
- (h) **Source System.** The Source System is the source Electronic Medical Record (“EMR”), Electronic Health Record (“EHR”), Practice Management System (“PM System”), or other application from which an extraction data file has been or will be migrated and/or archived.
- (i) **Subscription.** A Subscription means a fixed term right to access, use and/or benefit from LKOasis platform.



## 2. Term; Termination.

**SOW Term.** The initial term of this SOW shall be for a period of five (5) years from the Effective Date (the “Initial Term”). Upon expiration of the Initial Term, the SOW shall automatically extend for successive one (1) year periods (“Renewal Term(s)”), unless written notice of termination is given by either party sixty (60) days prior to the end of the Initial Term or any Renewal Term (the Initial Term and the Renewal Term each being a “Term”). Termination of this SOW shall be pursuant to the terms and conditions of the Agreement.

## 3. Professional Services and Subscription.

(a) **LKOasis** – ELLKAY will provide Client implementation services and a Subscription to LKOasis. LKOasis implementation services include: (i) project management resources; (ii) an assessment of data sets in the Source System for inclusion in LKOasis; and (iii) setup and configuration of LKOasis.

- i. **LKOasis Financial: Standard w/ Cash Posting Data Sets.** Source System Data in LKOasis is stored in LKOasis format, which may appear different than the format as it was in the Source System. Any additional modules in scope may incur additional costs and will be mutually agreed upon between the Parties in an addendum to this SOW.

### Financial: Standard w/ Cash Posting

Financial: Standard w/Cash Posting Data Sets for migration and archiving to LKOasis include:

- Patient Demographics (View Only)
- Guarantor Information (View Only)
- Insurance Information including Authorizations and Case Management (View Only)
- Tickets/Encounters/Visits (View Only)
- Charges (View Only)
- Claims (View Only)
  
- Cash Posting (Individual Account Level)
  - Payments
  - Transactions (credits/refunds)
  - Adjustments
- Notes
- Documents/Letters (PDF Format ONLY – EOBs, Claims, Patient Statements)
- Standard Reports – Aging by Carrier, Adjustment Detail, Transaction Detail, Total Patient Balance, Charge Detail, Refund Detail
- Any additional modules in scope may incur additional costs and will be mutually agreed upon between the Parties in an addendum to this SOW.

## 4. Evaluation; Testing and Acceptance.

- (a) ELLKAY shall perform a remote review and evaluation of the Source System Data Sets (“Application Analysis”).
- i. For each Source System, ELLKAY will provide Client an evaluation report, detailing Data Sets included in the Scope of Work Sign-off document. Client shall be responsible for promptly reviewing the Scope of Work Sign-off document. Upon Client’s approval/signature of the Scope of Work Sign-off document, ELLKAY will provide Client with an estimated timeline for completion of Data Migration and/or LKOasis services for each Source System. Client acknowledges and agrees that any change or modification to the scope of work after Client approval will impact any estimated timeline provided and additional fees may apply.
  - ii. For any Data Migration to new EHR and/or LKOasis, ELLKAY will provide to Client the Sample Data for each Source System to be reviewed by Client. Client is responsible for review and acceptance/signature of “Testing Sign-Off Form” provided within ten (10) days of receipt of Sample Data. Any data issues or discrepancies will be resolved by ELLKAY prior to sign-off. Upon receipt of signed Sample Data “Testing Sign-Off Form”, ELLKAY will commence final extraction and migration of Source System data the Client Destination EMR import file specifications and/or to LKOasis. Client acknowledges and agrees that any changes or modification requested by Client after sign-off of Sample Data will impact the estimated timeline provided and fees agreed to.
  - iii. Once Go-Live Data is delivered to Client via import files for Data Migration and/or LKOasis, Client is required to report to ELLKAY any issues, changes, updates, functional requirements within thirty (30) days of receipt of each Go-Live Data. Client acknowledges and agrees that any changes or modifications after this thirty (30) day period, will impact the estimated timeline and additional fees may apply. If issues are identified after the 30 day period, the issue will be evaluated to see if additional fees apply to correct the issue.

**(b) Source Systems for LKOasis.**

Facility Name	Source System	# of Provider s/ Beds	# of Patient (MRN) Records	Size of Database	Type of LKOasis	Extract Responsibility
Pioneer Memorial Healthcare District	Harris QuadraMed Affinity v. G18	107 Beds	427,313	.285 TB	Financial Standard LKOasis	ELLKAY to extract

**5. Client Responsibilities.**

- (a) Client will provide (i) prompt responses to project management questions; (ii) assistance to ELLKAY for extraction of data; (iii) timely performance of all data validations presented by ELLKAY.
- (b) Client will fulfill ELLKAY project readiness prerequisites upon project initiation and understands prerequisites must be met before any development, build or configuration can be completed. ELLKAY reserves the right to postpone or cancel a project in which the readiness prerequisites have not been met. Readiness Prerequisites include:

data

1. Data Acquisition Planning Document complete
  2. Statement of Work/Contract Reviewed
  3. Project Governance/Controls Established
  4. Training Requirements (identified)
  5. Application Analysis complete and Desired Scope of Work Sign-Off
  6. Design Decisions Finalized
  7. Final Scope of Work Sign-off
  8. Project Plan Finalized
- (c) Client is responsible for completing testing and validation and reporting issues within thirty (30) calendar days upon delivery of Go-Live File, with the exception of open issues.
- (d) Client is responsible for ensuring ELLKAY has access to extract Source System data or providing Source System data (as mutually agreed upon). Client acknowledges that any delay in Source System access for data extraction or delay in receipt of Source System data could impact project timelines.
- (e) In instances where ELLKAY is reliant upon Client or Source System vendor for obtaining Source System data, Client will agree to a specific date of delivery of Source System data to ELLKAY for initial evaluation. Client acknowledges that noncompliance with the Source System data delivery date will result in delayed project initiation and completion.
- (f) In instances where ELLKAY is reliant upon Client or Source System vendor for obtaining Source System data, Client agrees to provide Source System data in the same file format for each data pull (Sample Data and Go-Live Data). Client acknowledges that any Source System data found by ELLKAY as non-conforming with the format agreed upon in Data Acquisition Strategy may impact project timeline and incur additional fees.

Client acknowledges and agrees that data extraction services contracted for include up to two (2) data pulls. ELLKAY defines a data pull as the one-time extraction of data from a source system. ELLKAY includes up to two (2) data pulls as a standard service: Sample and Go-Live. Additional data pulls may be contracted for at an additional cost to Client.

## 6. Fees

### (a) Fee Table –LKOasis Fees.

<b>2</b>	<b>Recommended   Consolidate &amp; Comply</b> <i>As referenced in Exhibit A-1 through A-3</i>
<b>Annual Subscription Fees:</b>	\$34,600 Per Year
<b>Annual Hosting Fees:</b> <i>(Includes Hosting up to 0.285 TB)</i>	\$1,368 Per Year
<b>Total Initial Term Fees:</b>	<b>\$179,840</b>

## 7. Financial Terms

- (a) Upon the SOW Effective Date, ELLKAY shall invoice, and Client shall pay to ELLKAY the Annual Subscription Fees in the amount of Thirty-Four Thousand Six Hundred (\$34,600) Dollars and the Annual Hosting Fees in the amount of One Thousand Three Hundred and Sixty-Eight (\$1,368) Dollars, as set forth in Fee Schedule 6(a) above. ELLKAY shall invoice and Client shall pay to ELLKAY the Annual Subscription Fees and the Annual Hosting Fees on the anniversary of the SOW Effective Date, thereafter. The Initial Term of the LKOasis subscription shall be five (5) years (the “Subscription Initial Term”).
- (b) The Fees listed herein above do not include (i) any Source System vendor fees that Source System vendor requires to extract Source System data. Source System vendor fees are the responsibility of the Client; (ii) any third-party content management systems, in such cases, ELLKAY shall provide a fee quote for the additional third party content management Source System to be migrated or archived (iii) any customizations to the data sets, in such cases, ELLKAY shall provide feasibility analysis and additional fee if applicable and Client shall be responsible for approving additional fee before ELLKAY provides services related to customization; (iv) any data sets that have been archived or purged from the active database in such cases (ELLKAY shall provide a fee quote for the archived or purged Data Sets); (v) extraction of proprietary or encrypted files in such cases (ELLKAY shall provide a fee quote for the conversion of files to a supported LKOasis format); (vi) any custom forms and/or templated documents generated on-demand and not held as a complete and unencrypted file in the database; and (vii) any custom filtering with the exception of encounter date, active/inactive status or Provider. Modules included in scope for archiving are subject to ELLKAY evaluation of the Source System Data. Fees may be adjusted if Source System information changes.
- (c) The LKOasis Subscription and Hosting Fees may increase during any Renewal Term. The LKOasis Subscription and Hosting Fees shall not exceed a three-and-a-half percent (3.5%) increase annually during any Renewal Term.
- (d) The pricing set forth in Section 6 is valid for database and multimedia file sizes as indicated in each Source System Table 4(b). Each additional terabyte (TB) per Source System is Four-Hundred (\$400) Dollars per month and shall be invoiced to Client upon delivery of the first (1<sup>st</sup>) Sample Data.

## **8. Client Data Transfer Process.**

- (a) When ELLKAY performs a data migration or archiving, either secure internet transfer or an external hard drive will be used to transfer the data from Client’s environment to ELLKAY’s headquarters. Alternative methods for secure transfer of data may be discussed and agreed upon with ELLKAY.
  - 1. Secure internet transfer:
    - i. If the source database is 2GB or less, ELLKAY will transfer the data securely over the internet via LogMeln or YouSendIt. ELLKAY represents and warrants that both of these tools are HIPAA compliant.
    - ii. If the size of the database is between 2GB and 5GB, ELLKAY will work with Client to transfer the data electronically using the ELLKAY SFTP.

2. External hard drive:
  - i. If Client's source database is greater than 5GB, a hard drive must be used in order to transfer data. In the case that a hard drive is needed, ELLKAY requires Client's IT to perform the encryption and data transfer.
  - ii. Once the data is transferred onto the hard drive, Client is responsible for sending the hard drive to ELLKAY's headquarters using a trackable delivery method with signature required upon delivery, such as FedEx.
- (b) The section is enforced to distinguish ownership of the hard drive and the data contained on the hard drive, ensuring that all data is the property of Client and to maintain ELLKAY's high standards of security.
- (c) After the data transfer is complete, the hard drive will be returned to Client using United Parcel Service. Upon written request to ELLKAY, ELLKAY will return the hard drive to Client in the same delivery method that Client used to send the hard drive to ELLKAY. ELLKAY will use a trackable delivery method and the data on the hard drive will be encrypted prior to ELLKAY sending the hard drive to Client. The encryption method used will be compliant with HIPAA and all other applicable law. ELLKAY will provide Client with the necessary information and/or materials to decrypt the data upon return to Client.

## **9. Additional Terms and Conditions.**

- (a) ELLKAY reserves the right to place projects on hold for the following reasons:
  1. If Client fails to respond to ELLKAY outreach for a consecutive thirty (30) calendar day period or more.
  2. Client has been responsive but is unable to provide the data in scope to perform the services under this SOW, which has caused a delay for thirty (30) consecutive calendar days or more.
  3. Client has been responsive but has resource constraints and is unable to move forward, delaying the project for thirty (30) consecutive calendar days or more.
  4. Client cannot fulfill readiness prerequisites as outlined by ELLKAY.
- (b) ELLKAY reserves the right to cancel any projects that are in a HOLD status for more than sixty (60) days without written notification or updates from the Client. Any canceled project will be considered a new project with the same pricing as originally quoted.

IN WITNESS WHEREOF, the parties have respectfully caused this **SOW** to be executed by their duly authorized representatives on the dates hereinafter indicated.

**Client**

**ELLKAY, LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



## **Exhibit A-2 Assumptions**

1. Client acknowledges and agrees that any requirements for interface development and support outside the scope contracted product/package will be an additional fee.
2. Client acknowledges and understands that LKOasis consolidation will not be available for any Source Systems that are not patient-centric clinical systems: including but not limited to: HR, ERP, Patient Financial systems, Laboratory Information Systems, Blood Bank, Pharmacy Information Systems, etc. Client understands that consolidation is available for similar systems identified for consolidation during project readiness and planning. Client acknowledges that design decisions concerning consolidation are made jointly with ELLKAY, with ELLKAY providing guidance and recommendations. Client acknowledges that ELLKAY has final approval authority for proceeding with archive consolidation.
3. Client acknowledges that timelines cannot be finalized until ELLKAY has received the data and evaluation has been completed.
4. Client acknowledges and agrees that any change or modification to the scope of work after Client approval, sign off on Sample Data, Go-Live Data or thirty (30) day reporting period for issues, will impact any estimated timeline provided and additional fees may apply.



**Exhibit A -3**  
**Cancellation Terms**

<b>Cancellation Terms</b>	
<b>Stage</b>	<b>Amount Invoiced</b>
<b>Prior to Sample File Delivery</b>	Any fees invoiced prior to Sample File Delivery are not refundable.
<b>Delivered Sample File</b>	Client remains responsible for 50% of the Total Initial Term Fees for cancelled project.
<b>Client approved Sample File</b>	Client remains responsible for the Total Initial Term Fees for the cancelled project.