



**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  
MONDAY, December 22, 2025, 2:00 P.M.**

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

[Join Microsoft Teams](#)

Meeting ID: 221 317 311 910 07  
Passcode: dg7cC7b7

- 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 November 25, 2025

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

- a. Review of November Financials and Department Profit & Loss Statements (Staff reference: Carly Loper)
- b. ECRMC Update (Staff reference: Dave Momberg ECRMC CFO)
- c. Discussion and/or possible action to recommend to the Board of Directors approval of Renew Greenman IT Backup Solution (Staff reference: Chris Bjornberg)
- d. Discussion and/or possible action to recommend to the Board of Directors approval of CT Aquilion Cardiac Software (Staff reference: Carly Zamora)
- e. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve Professional Service Agreement for George Fareed, M.D. (Staff reference: Carly Zamora)
- f. Discussion and/or possible action to recommend to the Board of Directors approval of C Authorize renewal of the Emergency Medical Care On-Call Coverage Agreement for Orthopedic Surgery between Christopher Lai, MD. and Imperial Valley Healthcare District. (Staff reference: Chris Bjornberg)
- g. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve Professional Service Agreement for Ramaiah Indudhara, M.D. (Staff reference: Chris 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**

---

**POSTING STATEMENT**

A copy of the agenda was posted December 19, 2025, at 207 W. Legion Road, Brawley, CA 92227 at 2:00 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  
NOVEMBER 25, 2025  
FINANCE COMMITTEE MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT FINANCE COMMITTEE MET IN SPECIAL SESSION ON THE 25<sup>TH</sup> OF NOVEMBER 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 3:00 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 November 25, 2025. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

**6. PUBLIC COMMENT TIME:**

None.

**7. CONSENT CALENDAR:**

Motion was made by Director Berker and second by Director Garcia to approve the consent calendar minutes for October 16, 2025. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

**8. ACTION ITEMS:**

- a. Discussion and/or possible approval of Bylaws of the Imperial Valley HealthCare District Finance & Budget Committee (Staff reference: Adriana Ochoa)



Motion was made by Director Goodsell and second by Director Berker to approve the Bylaws of the Imperial Valley HealthCare District Finance & Budget Committee as presented. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell  
NOES: None

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

Motion was made by Director Berker and second by Director Goodsell to approve receiving and recommending to the Board of Directors approval of October Financials and Department Profit & Loss Statements. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell  
NOES: None

- 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)

Motion was made by Director Goodsell and second by Director Berker to approve recommending to the Board of Directors approval of Authorization to approve the Professional Services Agreement for Urology-Indudhara. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell  
NOES: None

- d. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve the Oracle Health HER Nursing Mobility (Staff reference: Christopher Bjornberg)

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Authorization to approve the Oracle Health HER Nursing Mobility with legals approval. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell  
NOES: None

- 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)

Motion was made by Director Goodsell and second by Director Berker to approve recommending to the Board of Directors approval of Authorization to approve the Renew Barracuda Email Security. Motion passed by the following vote wit:



AYES: Garcia, Berker, Goodsell

NOES: None

- 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)

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of the Oracle Clinical AI Agent (CAA). Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

- 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)

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Authorization to approve the Affinity Data Archive Phase 3 (CAA). Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

**9. ITEMS FOR FUTURE AGENDA:**

November Financials

Any Contracts

**10. ADJOURNMENT:**

With no future business to discuss, Motion was made unanimously to adjourn meeting at 4:25 p.m.

# **PIONEERS**

## **IMPERIAL VALLEY**

### **HEALTHCARE DISTRICT**

**To: Board of Directors**

**Katherine Burnworth, President**

**Laura Goodsell, Vice President**

**Arturo Proctor, Secretary**

**James Garcia, Treasurer**

**Enola Berker, Trustee**

**Rodolfo Valdez, Trustee**

**Felipe Irigoyen, Trustee**

**Additional Distribution:**

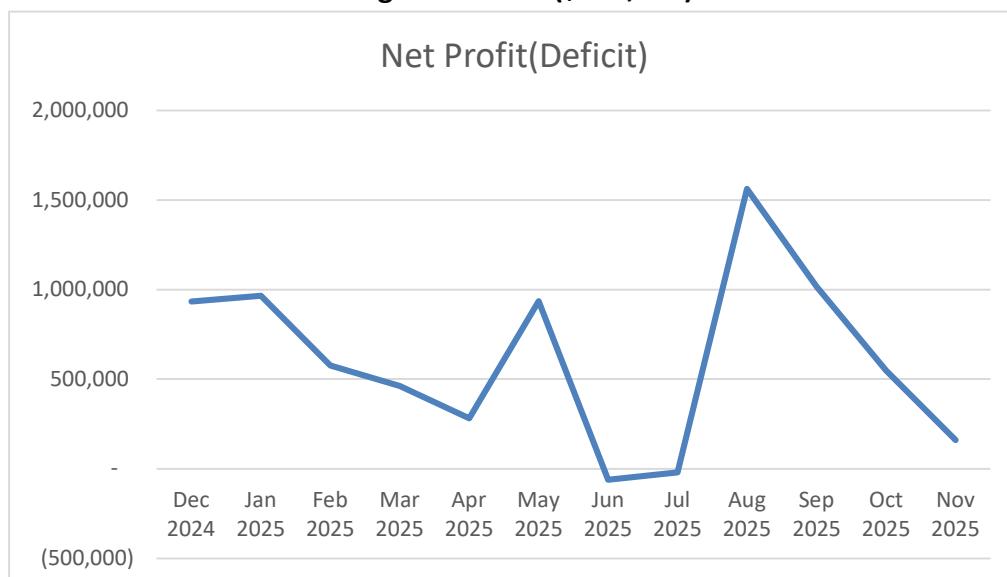
**Christopher R. Bjornberg, Chief Executive Officer**

**From: Carly Loper, Chief Financial Officer**

**Financial Report – November 2025**

**Overview:**

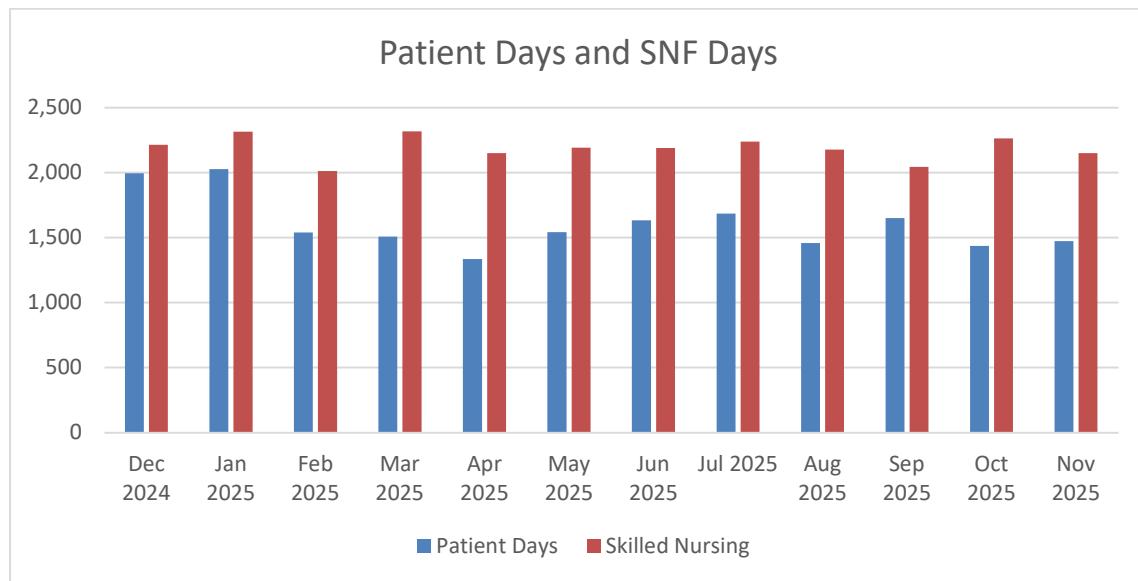
**Financial operations for the month of November resulted in a profit of \$159,419 against a budgeted loss of (\$904,225).**



## Patient Volumes:

Inpatient days were under budget by (7.0%) and higher than the prior month volumes by 2.6%. For the year-to-date period, inpatient days under budget and prior year by (0.4%), or 32 patient days.

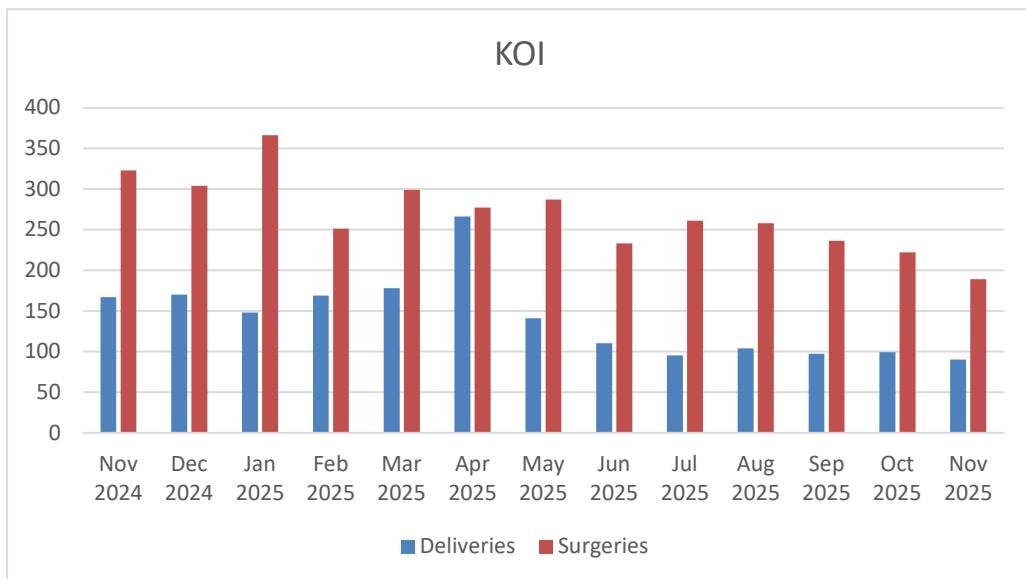
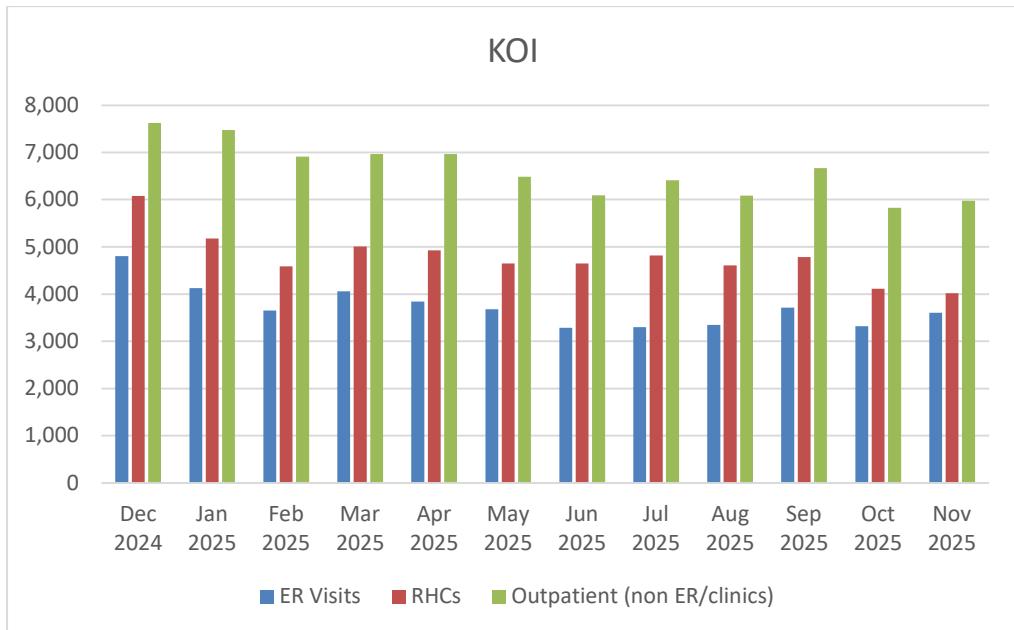
Skilled Nursing days were under budget by (11.7%) and under prior month volumes by (5.0%). October inpatient days were 2,263 compared to 2,149 inpatient days in November. PMSNC had an average daily census (ADC) of 71.6 for the month of October.



For the month of November the key operating statistics: Deliveries, Surgeries and Calexico Rural Clinic fell below the prior month visits/procedures with Emergency Room, Pioneers Health Center and Outpatient (non ER) exceeding the prior month. All fiscal year-to-date numbers, except for the Calexico clinic, are lower than prior year. For actual compared to budget fiscal year to date, the visits/procedures are all under budget with the exception of the rural clinics.

See Exhibit A (Key Volume Stats – Trend Analysis) for additional detail.

	Current Period			Year To Date		
	Act.	Bud	Prior Yr.	Act.	Bud	Prior Yr.
Deliveries	90	187		167	485	896
E/R Visits	3,605	3,629		3,817	17,276	17,347
Surgeries	189	301		323	1,166	1,515
Rural Clinics	4,018	4,402		6,289	22,333	22,173
Outpatient(nonER)	5,974	5,951		6,531	31,101	35,658



### Gross Patient Revenues:

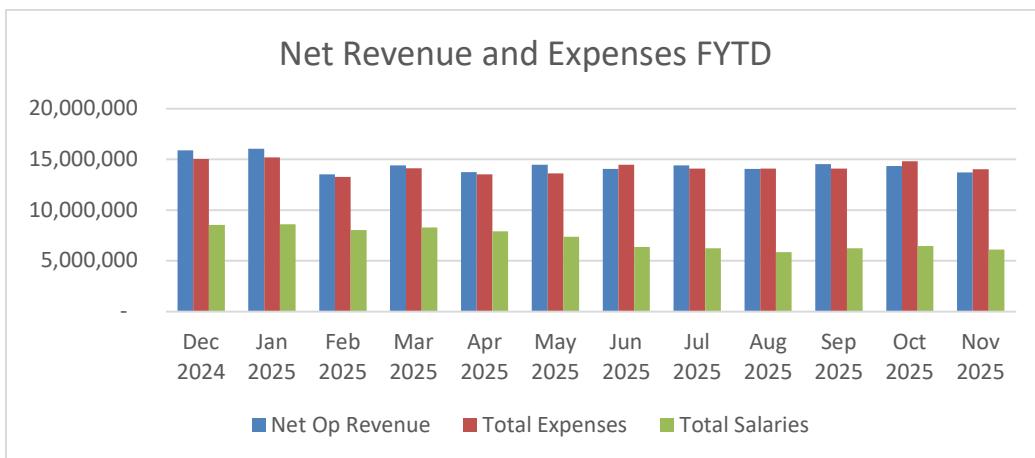
**In November, gross revenues are below budget by \$570k or 1.3% and below prior month by \$6.9 M or 16.0%.**

	<b>Monthly Gross Revenue</b>	<b>Daily Gross Revenue</b>
October	\$50,106,165	\$1,616,328
November	\$43,188,646	\$1,439,622

## Operating Expenses:

In total, November operating expenses were under budget by \$166k or 1.2%. Daily expenses were \$467k and budget is \$472k per day. Total staffing expense and maintenance are 6.8% and 11.8% under budget, respectively. Total expenses were lower than prior month by \$819k or 6.0%.

	Monthly Expenses	Daily Expenses
October	\$14,825,116	\$478,230
November	\$14,006,146	\$466,872

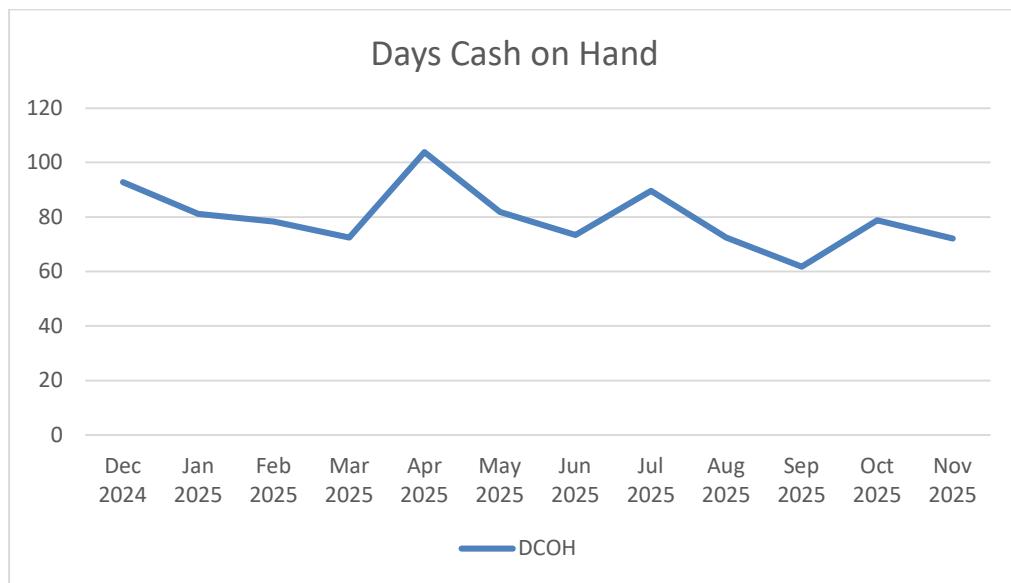


## **Bond Covenants:**

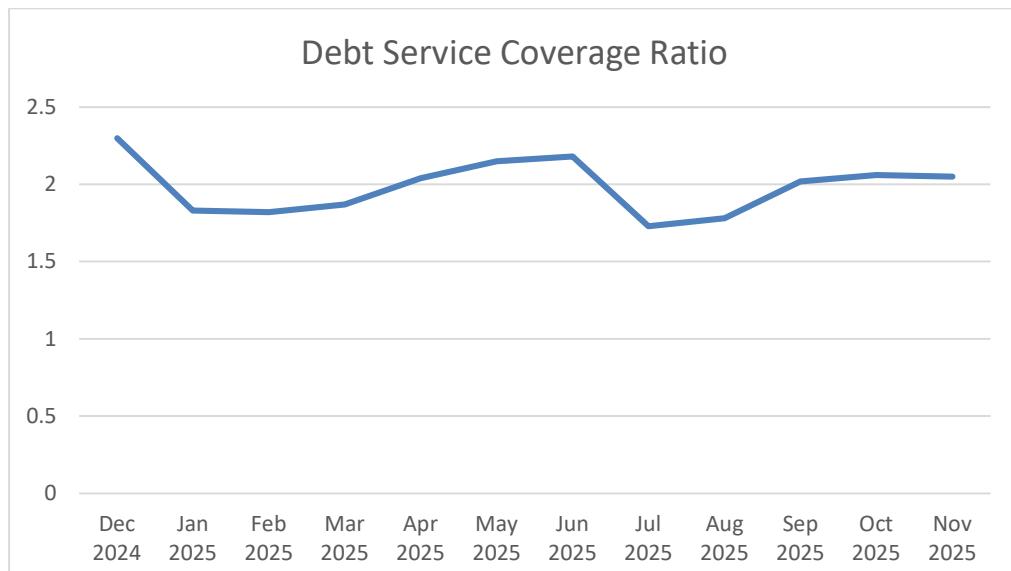
As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or "promises" to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (US Bank) authorization to take certain steps to protect the interest of the individual Bond Holders.

The District's days cash on hand increased from the prior month with the following results:

end of August 2025:	72.4 days cash on hand
end of September 2025:	61.8 days cash on hand
end of October 2025:	78.8 days cash on hand
end of November 2025:	72.1 days cash on hand

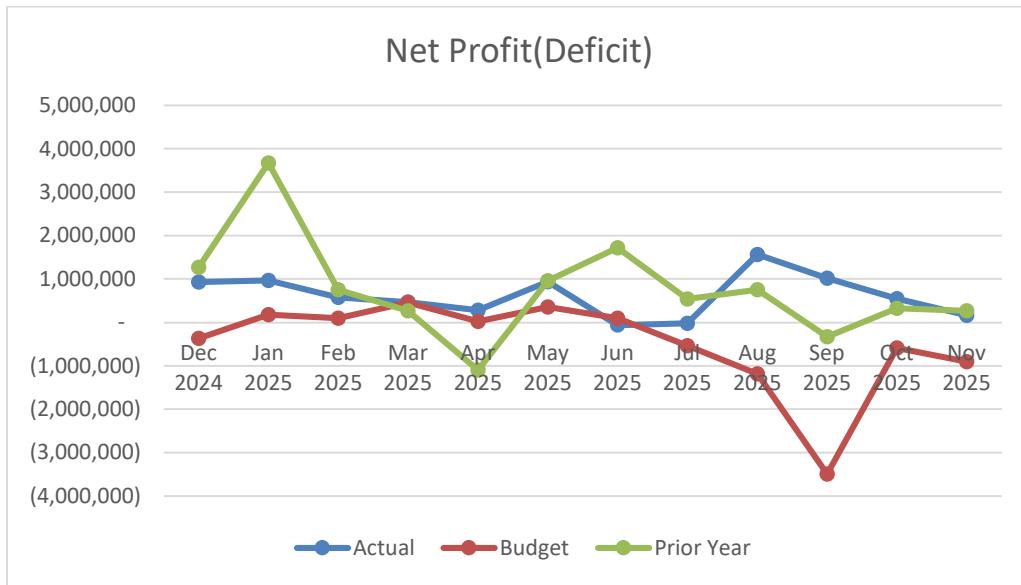


October 2025 debt service coverage ratio was 2.06. November 2024 debt service coverage is 2.05.



### Net Excess/(Deficit):

**Fiscal year-to-date, District operations have resulted in a profit of \$3,265,860 against a budgeted loss of (\$6,706,195), which is ahead of the prior year-to-date profit of \$1,551,482. Of the current year profit about \$1.2 M is from FEMA reimbursement.**



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

THIS MONTH	LAST YEAR		THIS MONTH		THIS MONTH		FOR THE PERIOD ENDING NOVEMBER 30, 2025				FYTD		FYTD		FYTD	
	ACTUAL OCTOBER	ACTUAL NOVEMBER	ACTUAL NOVEMBER	BUDGET NOVEMBER	% VAR			ACTUAL NOVEMBER	BUDGET NOVEMBER	% VAR	PRIOR YEAR NOVEMBER	% VAR			PRIOR YEAR NOVEMBER	% VAR
3,843	3,243	3,835	3,728	2.85%		ADJ PATIENT DAYS		20,755	18,301	13.41%	15,751	31.77%				
1,435	1,376	1,472	1,582	-6.95%		INPATIENT DAYS		7,700	7,732	-0.41%	6,655	15.70%				
486	501	519	539	-3.71%		IP ADMISSIONS		2,578	2,613	-1.34%	2,448	5.31%				
48	44	49	53	-6.95%		IP AVERAGE DAILY CENSUS		50	51	-0.41%	43	15.70%				
						GROSS PATIENT REVENUES										
18,708,455	18,566,845	16,577,828	18,566,845	-10.71%		INPATIENT REVENUE		85,080,176	91,851,584	-7.37%	91,851,583	-7.37%				
31,397,710	25,191,832	26,610,818	25,191,832	5.63%		OUTPATIENT REVENUE		144,254,802	125,548,780	14.90%	125,548,780	14.90%				
50,106,165	43,758,677	43,188,646	43,758,677	-1.30%		TOTAL PATIENT REVENUES		229,334,978	217,400,364	5.49%	217,400,363	5.49%				
						REVENUE DEDUCTIONS										
12,400,237	9,362,592	12,107,072	12,779,537	5.26%		MEDICARE CONTRACTUAL		61,039,011	56,104,503	-8.80%	49,793,010	-22.59%				
15,868,842	13,222,417	14,854,153	13,214,896	-12.40%		MEDICAL CONTRACTUAL		71,095,502	65,779,118	-8.08%	63,867,225	-11.32%				
-1,573,242	-1,374,159	-3,053,795	-1,518,546	-101.10%		SUPPLEMENTAL PAYMENTS		-9,005,754	-7,268,251	-23.91%	-6,837,202	-31.72%				
-243,579	0	0	0	100.00%		PRIOR YEAR RECOVERIES		-243,579	0	100.00%	0					
7,821,997	8,171,185	4,893,665	5,408,650	9.52%		OTHER DEDUCTIONS		30,665,207	35,570,084	13.79%	38,261,334	19.85%				
390,992	12,363	0	0	#DIV/0!		CHARITY WRITE OFFS		1,775,956	1,680,085	-5.71%	230,051	-671.98%				
1,106,077	920,000	1,006,077	1,365,442	26.32%		BAD DEBT PROVISION		4,116,523	4,384,566	6.11%	4,827,961	14.74%				
-4,167	-4,167	-4,167	-4,167	0.00%		INDIGENT CARE WRITE OFFS		-16,668	-21,045	20.80%	-20,835	-20.00%				
35,767,157	30,310,231	29,803,005	31,245,812	4.62%		TOTAL REVENUE DEDUCTIONS		159,426,198	156,229,060	-2.05%	150,121,544	-6.20%				
14,339,008	13,448,446	13,385,641	12,512,865	6.98%		NET PATIENT REVENUES		69,908,780	61,171,304	14.28%	67,278,819	-3.91%				
71.4%	69.3%	69.0%	71.4%			69.5%	71.9%									
0	0	0	0			OTHER OPERATING REVENUE										
887,444	392,693	322,016	461,008	-30.15%		GRANT REVENUES		0			0	#DIV/0!				
887,444	392,693	322,016	461,008	-30.15%		OTHER		2,430,508	2,305,039	5.44%	1,998,181	21.64%				
15,226,452	13,841,139	13,707,657	12,973,873	5.66%		TOTAL OTHER REVENUE		2,430,508	2,305,039	5.44%	1,998,181	21.64%				
						TOTAL OPERATING REVENUE		72,339,288	63,476,343	13.96%	69,277,000	4.42%				
						OPERATING EXPENSES										
6,463,090	6,700,034	6,119,637	7,011,069	12.71%		SALARIES AND WAGES		31,236,097	33,131,849	5.72%	31,630,203	1.25%				
1,598,931	1,474,183	1,838,087	1,537,211	-19.57%		BENEFITS		7,461,411	8,239,833	9.45%	7,908,566	5.65%				
183,055	170,892	183,990	185,753	0.95%		REGISTRY & CONTRACT		830,662	1,035,135	19.75%	960,830	13.55%				
8,245,076	8,345,109	8,141,714	8,734,033	6.78%		TOTAL STAFFING EXPENSE		39,528,170	42,406,817	6.79%	40,499,599	2.40%				
1,474,067	1,406,374	1,353,338	1,434,024	5.63%		PROFESSIONAL FEES		7,814,438	6,877,609	-13.62%	6,741,730	-15.91%				
1,893,608	1,269,214	1,529,212	1,299,273	-17.70%		SUPPLIES		8,252,448	7,695,563	-7.24%	7,501,594	-10.01%				
730,849	569,775	728,043	583,812	-24.71%		PURCHASED SERVICES		3,433,629	3,273,246	-4.90%	3,182,276	-7.90%				
471,500	668,786	603,894	684,439	11.77%		REPAIR & MAINTENANCE		3,072,521	3,179,133	3.35%	3,099,166	0.86%				
309,556	288,299	309,555	284,793	-8.69%		DEPRECIATION & AMORT		1,547,789	1,505,602	-2.80%	1,438,364	-7.61%				
273,371	225,205	326,217	241,064	-35.32%		INSURANCE		1,424,632	1,259,091	-13.15%	1,179,796	-20.75%				
256,382	122,990	164,853	122,990	-34.04%		HOSPITALIST PROGRAM		1,214,184	1,138,553	-6.64%	1,138,553	-6.64%				
1,170,707	741,486	849,319	787,931	-7.79%		OTHER		4,798,083	4,318,230	-11.11%	4,007,917	-19.72%				
14,825,116	13,637,238	14,006,146	14,172,359	1.17%		TOTAL OPERATING EXPENSES		71,085,894	71,653,844	0.79%	68,788,995	-3.34%				
401,336	203,901	-298,489	-1,198,486	75.09%		TOTAL OPERATING MARGIN		1,253,394	-8,177,500	-115.33%	488,005	-156.84%				
79,378	-2,357	391,419	121,307	222.67%		NON OPER. REVENUE(EXPENSE)										
0	0	0	0	0.00%		OTHER NON-OP REV (EXP)		-398,422	606,535	-165.69%	741,886	-153.70%				
117,632	117,632	117,632	225,987	-47.95%		FEMA FUNDS		2,078,448	0	100.00%	0	0.00%				
-51,144	-53,369	-51,144	-53,033	3.56%		DISTRICT TAX REVENUES		588,160	1,129,935	-47.95%	588,160	0.00%				
145,866	61,906	457,907	294,261	55.61%		INTEREST EXPENSE		-255,720	-265,165	3.56%	-266,561	4.07%				
547,202	265,807	159,419	-904,225	117.63%		TOTAL NON-OP REV (EXPENSE)		2,012,466	1,471,305	36.78%	1,063,485	89.23%				
1,017.98	1,031.44	1,107.43	1,421.89	22.12%		NET EXCESS / ( DEFICIT)		3,265,860	-6,706,195	148.70%	1,551,482	-110.50%				
922.31	748.60	987.18	1,160.83	14.96%		TOTAL PAID FTE'S (Inc Reg & Cont.)		1,110.75	1,353.68	17.95%	1,332.66	16.65%				
17.51	16.78	18.53	19.43	4.67%		TOTAL WORKED FTE'S		990.87	1,078.85	8.15%	1,058.18	6.36%				
						TOTAL CONTRACT FTE'S		17.42	21.23	17.96%	21.83	20.20%				

IMPERIAL VALLEY HEALTHCARE DISTRICT  
BALANCE SHEET AS OF NOVEMBER 30, 2025

	OCTOBER 2025	NOVEMBER 2025	NOVEMBER 2024
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
CASH	\$33,193,476	\$30,230,010	\$36,892,642
CASH - NORIDIAN AAP FUNDS	\$0	\$0	\$0
CASH - 3RD PRTY REPAYMENTS	\$2,618,646	\$2,618,646	\$0
CDs - LAIF & CVB	\$66,244	\$66,244	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$108,979,715	\$118,124,952	\$101,945,345
LESS: ALLOWANCE FOR BAD DEBTS	-\$1,855,486	-\$1,878,126	-\$4,961,663
LESS: ALLOWANCE FOR CONTRACTUALS	-\$75,942,742	-\$85,717,721	-\$81,922,021
NET ACCTS RECEIVABLE	\$31,181,488	\$30,529,106	\$15,061,661
	28.61%	25.84%	14.77%
ACCOUNTS RECEIVABLE - OTHER	\$30,072,599	\$32,402,535	\$31,686,261
COST REPORT RECEIVABLES	\$59,499	\$59,499	\$1,206,822
INVENTORIES - SUPPLIES	\$3,365,226	\$3,598,553	\$3,356,554
PREPAID EXPENSES	\$2,202,316	\$1,701,228	\$2,610,646
<b>TOTAL CURRENT ASSETS</b>	<b>\$102,759,493</b>	<b>\$101,205,820</b>	<b>\$90,880,830</b>
<b>OTHER ASSETS</b>			
PROJECT FUND 2017 BONDS	\$783,840	\$783,840	\$911,002
BOND RESERVE FUND 2017 BONDS	\$968,373	\$968,373	\$968,336
LIMITED USE ASSETS	\$12,364	\$10,263	\$3,671
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			
<b>TOTAL OTHER ASSETS</b>	<b>\$62,983,624</b>	<b>\$62,981,523</b>	<b>\$67,084,147</b>
<b>PROPERTY, PLANT AND EQUIPMENT</b>			
LAND	\$6,883,278	\$6,883,278	\$2,623,525
BUILDINGS & IMPROVEMENTS	\$63,870,530	\$63,870,530	\$62,919,140
EQUIPMENT	\$67,945,273	\$67,981,285	\$63,932,117
CONSTRUCTION IN PROGRESS	\$5,974,438	\$6,005,106	\$1,057,667
LESS: ACCUMULATED DEPRECIATION	-\$104,788,763	-\$105,098,318	-\$101,187,358
<b>NET PROPERTY, PLANT, AND EQUIPMENT</b>	<b>\$39,884,756</b>	<b>\$39,641,881</b>	<b>\$29,345,091</b>
<b>TOTAL ASSETS</b>	<b>\$205,627,873</b>	<b>\$203,829,224</b>	<b>\$187,310,068</b>

IMPERIAL VALLEY HEALTHCARE DISTRICT  
BALANCE SHEET AS OF NOVEMBER 30, 2025

	<u>OCTOBER 2025</u>	<u>NOVEMBER 2025</u>	<u>NOVEMBER 2024</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>CURRENT LIABILITIES</b>			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$2,984,602	\$3,479,996	\$2,280,964
ACCOUNTS PAYABLE - ACCRUALS	\$8,633,761	\$5,506,609	\$8,153,651
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$6,018,440	\$6,195,285	\$7,475,226
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	\$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	\$374,383	\$427,513	\$435,513
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	\$3,317,471	\$3,523,171	\$207,500
CURR PORTION- SKILLED NURSING CTR ADVANCE	\$0	\$0	\$0
CURRENT PORTION OF LONG-TERM DEBT	\$1,037,037	\$1,037,037	\$1,133,537
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$29,393,031</b>	<b>\$27,196,948</b>	<b>\$23,764,513</b>
<b>LONG TERM DEBT AND OTHER LIABILITIES</b>			
PMH RETIREMENT FUND - ACCRUAL	\$778,000	\$1,018,000	\$240,083
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	\$14,121,092	\$14,119,106	\$14,477,929
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>\$100,344,583</b>	<b>\$100,582,597</b>	<b>\$107,991,028</b>
FUND BALANCE AND DONATED CAPITAL	\$72,783,818	\$72,783,818	\$54,003,039
NET SURPLUS (DEFICIT) CURRENT YEAR	\$3,106,442	\$3,265,860	\$1,551,482
<b>TOTAL FUND BALANCE</b>	<b>\$75,890,260</b>	<b>\$76,049,678</b>	<b>\$55,554,521</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$205,627,874</b>	<b>\$203,829,223</b>	<b>\$187,310,062</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
	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Nov-25
ADJ PATIENT DAYS	3,868	3,776	2,876	3,264	2,707	3,686	3,714	4,647	4,044	4,407	3,843	3,835	43,755
INPATIENT DAYS	1,676	1,769	1,275	1,350	1,110	1,542	1,632	1,684	1,458	1,651	1,435	1,472	17,958
IP ADMISSIONS	591	585	488	511	462	551	538	555	500	518	486	519	6,286
IP AVERAGE DAILY CENSUS	54	57	46	44	46	50	54	54	47	55	48	49	601
<b>GROSS PATIENT REVENUES</b>													
INPATIENT REVENUE	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	16,577,828	226,114,453
OUTPATIENT ANCILLARY	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	26,610,818	324,815,086
<b>TOTAL PATIENT REVENUES</b>	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	43,188,646	550,929,539
<b>REVENUE DEDUCTIONS</b>													
MEDICARE CONTRACTUAL	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	12,107,072	133,864,357
MEDICAL CONTRACTUAL	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	14,854,153	168,164,429
SUPPLEMENTAL PAYMENTS	-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	-3,053,795	-6,837,799
PRIOR YEAR RECOVERIES	-1,925,640	0	-15,505	-88,856	-467,741	0	0	0	994,668	0	-243,579	0	-1,746,653
OTHER DEDUCTIONS	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	4,893,665	77,902,492
CHARITY WRITE OFFS	26,134	25,780	7,162	0	8,600	188,266	1,012,366	2,926	159,173	1,375,831	390,992	0	3,209,593
BAD DEBT PROVISION	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	1,006,077	7,733,607
INDIGENT CARE WRITE OFFS	-4,167	-4,167	0	0	0	0	0	0	0	-4,167	-4,167	-4,167	-20,835
<b>TOTAL REVENUE DEDUCTIONS</b>	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	29,803,005	382,269,191
<b>NET PATIENT REVENUES</b>	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	13,385,641	168,660,347
69.57%	69.40%	69.74%	68.97%	69.02%	69.03%	69.03%	69.03%	68.97%	68.95%	69.05%	71.38%	69.01%	69.39%
<b>OTHER OPERATING REVENUE</b>													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	909,432	343,185	362,386	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	322,016	5,907,299
<b>TOTAL OTHER REVENUE</b>	909,432	343,185	362,386	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	322,016	5,907,299
<b>TOTAL OPERATING REVENUE</b>	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	13,707,657	174,567,646
<b>OPERATING EXPENSES</b>													
SALARIES AND WAGES	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	6,119,637	76,208,489
BENEFITS	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	1,838,087	17,973,967
REGISTRY & CONTRACT	169,549	181,032	291,516	180,983	210,277	233,655	120,425	191,671	114,483	157,463	183,055	183,990	2,205,002
TOTAL STAFFING EXPENSE	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	8,141,714	96,387,458
PROFESSIONAL FEES	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	1,353,338	18,210,075
SUPPLIES	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	1,529,212	19,993,882
PURCHASED SERVICES	508,682	724,696	618,846	684,894	459,333	667,131	548,591	601,430	680,238	693,069	730,849	728,043	7,487,534
REPAIR & MAINTENANCE	795,518	820,025	266,691	723,397	662,344	733,946	591,319	713,336	617,305	666,485	471,500	603,894	7,730,652
PHYSICIAN GUARANTEES	0	0	0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORT	293,647	399,610	282,356	282,356	331,604	305,281	299,579	309,556	309,566	309,556	309,556	309,555	3,720,966
INSURANCE	232,212	222,108	239,646	204,757	224,447	222,120	40,139	246,647	286,130	292,266	273,371	326,217	2,709,048
HOSPITALIST PROGRAM	0	266,507	167,004	249,017	244,297	207,916	292,881	295,732	244,175	253,042	256,382	164,853	2,599,943
OTHER	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	849,319	11,052,838
<b>TOTAL OPERATING EXPENSES</b>	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	14,006,145	169,892,396
<b>TOTAL OPERATING MARGIN</b>	872,802	850,597	263,965	280,560	214,020	851,587	-414,071	306,504	-37,571	881,618	401,336	-298,488	4,675,250
<b>NON OPER REVENUE(EXPENSE)</b>													
OTHER NON-OPS REVENUE	-6,557	-6,426	245,308	114,595	344	16,003	286,161	-1,109,043	171,783	68,041	79,378	391,419	-142,770
FEMA FUNDS	0	0	0	0	0	0	0	715,753	0	0	0	0	715,753
DISTRICT TAX REVENUES	117,632	172,729	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	1,466,681
INTEREST EXPENSE	-51,401	-51,350	-51,299	-51,247	-51,196	-51,196	-51,196	-51,196	-51,196	-51,196	-51,196	-51,196	-616,726
CARES HHS/ FEMA RELIEF FUNDING	0	0	0	0	0	0	0	0	1,362,695	0	0	0	1,362,695
<b>TOTAL NON-OPS REVENUE(EXPENSE)</b>	59,674	114,953	311,641	180,980	66,780	82,491	352,649	-326,802	1,600,966	134,529	145,866	457,907	2,785,633
<b>NET EXCESS / ( DEFICIT)</b>	932,476	965,550	575,606	461,540	280,800	934,078	-61,422	-20,298	1,563,395	1,016,147	547,202	159,419	7,460,883
<b>TOTAL PAID FTE'S (Inc Reg &amp; Cont.)</b>	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	1,107.43	1,092.86
<b>TOTAL WORKED FTE'S</b>	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	987.18	952.57
<b>TOTAL CONTRACT FTE'S</b>	16.29	17.57	24.10	20.84	21.15	21.06	15.28	19.86	14.68	16.53	17.51	18.53	18.45
<b>PAID FTE'S - HOSPITAL</b>	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	999.88	956.30
<b>WKD FTE'S - HOSPITAL</b>	809.59	857.09	910.21	798.47	697.31	785.41	900.06	960.18	1,003.78	762.67	831.61	896.47	830.54

**Imperial Valley Healthcare District - Financial Indicators Report**  
**(Based on Prior 12 Months Activities)**  
**For The 12 Months Ending: November 30, 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.

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

DSCR = 
$$\frac{\$11,711,205}{\$5,723,312} = 2.05$$

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:)

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

DCOHR = 
$$\frac{\$32,914,900}{\$166,570,493} = \frac{365 \text{ Days}}{365} = 72.1$$

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.

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

L.T.D.-C.R. = 
$$\frac{\$104,399,956}{\$180,449,634} = 57.9$$

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

5 Months 11/30/2025

	Current Month 11/30/2025	Year-To-Date 5 Month 11/30/2025
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net Income (Loss)	159,419	3,265,861
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	\$309,555	\$1,547,791
(Increase)/Decrease in Net Patient Accounts Receivable	\$652,382	(\$1,465,166)
(Increase)/Decrease in Other Receivables	(\$2,329,937)	(\$2,552,981)
(Increase)/Decrease in Inventories	(\$233,327)	(\$549,717)
(Increase)/Decrease in Pre-Paid Expenses	\$501,088	\$405,548
(Increase)/Decrease in Other Current Assets	\$0	\$3,233,154
Increase/(Decrease) in Accounts Payable	\$495,394	(\$185,130)
Increase/(Decrease) in Notes and Loans Payable	(\$3,127,151)	(\$4,413,032)
Increase/(Decrease) in Accrued Payroll and Benefits	\$176,845	(\$1,222,670)
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	\$2,884,292
<b>Net Cash Provided by Operating Activities:</b>	<b>(3,342,602)</b>	<b>\$947,949</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of property, plant and equipment	(\$66,680)	(\$5,496,735)
(Increase)/Decrease in Limited Use Cash and Investments	\$2,101	(\$8,476)
(Increase)/Decrease in Other Limited Use Assets	\$0	(\$324,183)
(Increase)/Decrease in Other Assets	\$0	\$0
<b>Net Cash Used by Investing Activities</b>	<b>(\$64,579)</b>	<b>(\$5,829,394)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Increase/(Decrease) in Bond/Mortgage Debt	(\$1,985)	(\$9,926)
Increase/(Decrease) in Capital Lease Debt	\$0	\$0
Increase/(Decrease) in Other Long Term Liabilities	\$445,700	\$1,392,282
<b>Net Cash Used for Financing Activities</b>	<b>\$443,714</b>	<b>\$1,382,356</b>
(INCREASE)/DECREASE IN RESTRICTED ASSETS	<b>\$0</b>	<b>\$0</b>
<b>Net Increase/(Decrease) in Cash</b>	<b>(\$2,963,467)</b>	<b>(\$3,499,089)</b>
Cash, Beginning of Period	\$35,878,367	\$36,413,989
<b>Cash, End of Period</b>	<b>\$32,914,900</b>	<b>\$32,914,900</b>



## Key Operating Indicators

### November 2025

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
<b>Volumes</b>						
Admits	519	539	501	2,578	2,613	2,448
ICU	101	114	114	535	561	561
Med/Surgical	975	930	930	4,817	4,539	4,539
Newborn ICU	76	78	78	527	533	533
Pediatrics	51	58	58	274	243	243
Obstetrics	269	402	402	1,547	1,856	1,856
Total Patient Days	1,472	1,582	1,582	7,700	7,732	7,732
Adjusted Patient Days	3,435	3,728	3,728	20,296	14,579	18,301
Average Daily Census	49	51	53	50	51	51
Average Length of Stay	1.89	2.94	2.74	0.60	2.96	2.70
Deliveries	90	187	167	485	896	829
E/R Visits	3,605	3,629	3,817	17,276	17,347	18,230
Surgeries	189	301	323	1,166	1,515	1,859
Wound Care	237	119	251	1,410	716	1,506
Pioneers Health Center	2,269	2,377	3,473	12,343	11,957	12,521
Calexico Visits	900	776	1,119	4,901	3,995	4,159
Pioneers Children	573	858	1,009	3,355	4,132	3,349
Outpatients (non-ER/Clinics)	5,974	5,951	6,531	31,101	35,658	32,273
Surgical Health	69	64	89	288	343	281
Urology	272	312	434	1,344	1,726	1,793
WHAP	276	391	688	1,734	2,089	2,263
C-WHAP	403	558	552	2,873	2,678	1,546
CDLD	155	63	84	674	147	168
Skilled Nursing	2,149	2,434	2,108	10,873	12,174	10,945
<b>FTE's</b>						
Worked	987.18	1,160.83	748.38	990.87	1,078.85	1,058.18
Paid	1,107.43	1,421.89	983.93	1,110.75	1,353.68	1,332.66
Contract FTE's	18.53	19.43	16.57	17.42	21.23	21.83
FTE's APD (Worked)	8.62	9.34	6.02	7.47	11.32	8.85
FTE's APD (Paid)	9.67	11.44	7.92	8.37	14.21	11.14
<b>Net Income</b>						
Operating Revenues	13,707,657	12,978,039	13,841,141	\$72,339,289	\$63,497,175	\$69,276,999
Operating Margin	(298,488)	(1,194,320)	203,900	\$1,253,396	-\$8,156,668	\$488,003
Operating Margin %	-2.2%	-9.2%	1.5%	1.7%	-12.8%	0.7%
Total Margin	159,418	(900,059)	265,809	\$3,265,861	-\$6,685,366	\$1,551,487
Total Margin %	1.2%	-6.9%	1.9%	4.5%	-10.5%	2.2%

## Exhibit A - November 2025

## Key Volume Stats -Trend Analysis

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
<b>Deliveries</b>														
Actual	95	104	97	99	90	0	0	0	0	0	0	0	485	485
Budget	162	181	195	171	187	200	162	156	178	177	177	177	2,123	896
Prior FY 2025	152	167	184	159	167	170	148	169	178	266	141	110	2,201	829
<b>E/R Visits</b>														
Actual	3,297	3,346	3,710	3,318	3,605	0	0	0	0	0	0	0	17,276	17,276
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	17,347
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	18,230
<b>Surgeries</b>														
Total Actual	261	258	236	222	189	0	0	0	0	0	0	0	1,166	1,166
Total Budget	335	309	275	295	301	331	312	219	275	295	295	295	3,537	1,515
Prior FY 2025	312	403	369	452	323	304	366	251	299	277	287	233	3,510	1,859
<b>Calexico</b>														
Actual	1,124	961	1,002	914	900	0	0	0	0	0	0	0	4,901	4,901
Budget	722	760	831	906	776	891	957	944	1,074	873	873	873	10,480	3,995
Prior FY 2025	621	675	829	915	1,119	1,232	1,012	948	1,074	1,174	923	1,034	11,556	4,159
<b>Pioneers Health Center</b>														
Actual	2,654	2,539	2,630	2,251	2,269	0	0	0	0	0	0	0	12,343	12,343
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	11,957
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	12,521
<b>Pioneers Children</b>														
Actual	660	734	766	622	573	0	0	0	0	0	0	0	3,355	3,355
Budget	723	799	846	906	858	881	905	798	839	839	839	839	10,072	4,132
Prior FY 2025	358	376	765	841	1,009	984	878	734	845	728	749	659	8,926	3,349
<b>Outpatients</b>														
Actual	6,548	6,085	6,669	5,825	5,974	0	0	0	0	0	0	0	31,101	31,101
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	35,658
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	32,273
<b>Wound Care</b>														
Actual	297	281	272	323	237	0	0	0	0	0	0	0	1,410	1,410
Budget	197	160	118	122	119	136	167	112	104	137	137	137	1,646	716
Prior FY 2025	270	327	332	326	251	258	293	304	287	292	242	270	3,452	1,506
<b>WHAP</b>														
Actual	378	373	383	324	276	0	0	0	0	0	0	0	1,734	1,734
Budget	378	513	392	415	391	379	425	320	336	394	394	394	4,731	2,089
Prior FY 2025	330	443	388	414	688	362	427	325	342	367	375	369	4,830	2,263
<b>C-WHAP</b>														
Actual	738	657	651	424	403	0	0	0	0	0	0	0	2,873	2,873
Budget	465	457	588	610	558	583	581	379	445	518	518	518	6,220	2,678
Prior FY 2025	131	95	365	403	552	400	425	441	432	419	599	588	4,850	1,546

## IMPERIAL VALLEY HEALTHCARE DISTRICT

## **CONSENT AGENDA**

**BOARD MEETING DATE:**

January 2026

**SUBJECT:**

## Renew Greenman IT Backup Solution

## BACKGROUND:

IVHD currently utilizes the cloud-based backup system Greenman IT that is accessible 24/7 from any internet enabled location. We've been on their solution for 5+ years. This type of back up solution is more reliable than other solutions as data is replicated across different geographic locations.

According to HIPAA Security Rules, all entities must “securely back up retrievable exact copies of electronic protected health information”.

## KEY ISSUES:

No issues with the current solution.

## CONTRACT VALUE:

License \$72,000

## **CONTRACT TERM:**

1 Year

**BUDGETED:**

Yes

## BUDGET CLASSIFICATION:

## License

## RESPONSIBLE ADMINISTRATOR:

## Christopher Bjornberg

**REVIEWED BY LEGAL:**

Yes

## Needs review

## **RECOMMENDED ACTION:**

## Approve licensing.

## Service Level Agreement

Prepared for

Imperial Valley Healthcare District

# Table of Contents

<b>Introduction.....</b>	<b>3</b>
<b>1. Greenman IT Support Responsibilities and Obligations.....</b>	<b>3</b>
1.1. Installation and Configuration .....	3
1.2. Training .....	3
1.3. Support and Problem Escalation .....	4
1.4. Data Backup and Restoration.....	4
1.5. Service Upgrades and Maintenance .....	4
<b>2. Customer Responsibilities and Obligations .....</b>	<b>4</b>
2.1. Installation and Configuration.....	4
2.2. Training .....	5
2.3. Support and Problem Escalation .....	5
2.4. Data Backup and Restoration.....	5
2.5. Reports and Logs .....	6
2.6. Service and Maintenance .....	6
<b>3. Support and Escalation Procedure.....</b>	<b>6</b>
3.1. Customer Escalation Priorities .....	7
3.2. Disaster Recovery - High Priority .....	8
<b>4. Performance Level Agreement.....</b>	<b>9</b>
4.1. Service Availability.....	9
4.1.1. Availability Guarantee.....	9
4.1.2. Service Outage: .....	9
4.1.3. Outage Triggering Service Credit .....	10
4.1.4. Multiple Outages within a 30 Day Period.....	10
4.2. Network Performance.....	10
4.2.1. Latency Guarantee .....	10
4.2.2. Latency Guarantee Service Credit .....	11
4.2.3. Packet Loss Guarantee .....	11
4.2.4. Packet Loss Guarantee Service Credit .....	11
4.2.5. Total Outage Credits.....	11

## Introduction

This document details specific responsibilities for both Greenman IT Support, Inc. Support (Greenman IT Support) and Imperial Valley Healthcare District (Customer) to ensure that the Greenman IT Support Cloud Backup Services are properly commissioned. This document defines what will happen in the event that a problem occurs. It also specifically details the circumstances under which services will be deemed to be outside of the Service Level Agreement (SLA).

## 1. Greenman IT Support Responsibilities and Obligations

Greenman IT Support will provide an automated mechanism whereby the Customer will be able to backup and recover data from all configured servers and network connected systems as defined in the Customer Backup and Recovery Matrix.

Subject to the conditions outlined in this document, Greenman IT Support will ensure that the product and services delivered to the Customer will function as specified.

### 1.1. Installation and Configuration

An authorized Greenman IT Support representative will deploy the specified products and services to the Customer site on a pre-arranged installation date(s) as specified in the Service Agreement.

All defined products and services will be installed, commissioned and tested to ensure that any equipment and/or services are fully operational.

A Greenman IT Support authorized representative will demonstrate to a designated Customer representative that the service is capable of backing up and recovering data from the Customer network.

At this point, the Greenman IT Support authorized representative will enable co-control of the Cloud Backup & Replication service with the Customer and notify the Greenman IT Support operations team that the service is live and fully operational. The Greenman IT Support authorized representative will present the designated Customer contact with instructions and Greenman IT Support will continue to assist and support the service at the Customer's directive.

### 1.2. Training

Greenman IT Support will provide basic training for the designated Customer representative and detailed documentation covering usage of the management interface.

The authorized Customer representative will be trained to create a backup set, to administer and schedule backups, and to restore data from cloud-based repositories, and optionally, local storage.

### 1.3. Support and Problem Escalation

The Customer will have access to the Greenman IT Support customer support staff by phone and/or email. Calls will be handled in accordance with the escalation procedures outlined in the Support and Escalation Procedure section of this document, with priority going to the most severe type of problem.

### 1.4. Data Backup and Restoration

Within the terms of this SLA, Greenman IT Support will be responsible for ensuring that the Cloud Backup service and all associated components will be available to backup and recover Customer data that has been defined in the Customer Backup and Recovery Matrix.

Greenman IT Support will be responsible for ensuring that the Cloud Backup Service and all associated components will be available to restore Customer data that has been previously backed up and stored within Greenman IT Support' cloud-based storage.

### 1.5. Service Upgrades and Maintenance

Greenman IT Support will be responsible for the provision, management and installation of all product and service releases and engineering changes (hardware, software or firmware) that it deems necessary to maintain and/or upgrade the product and services.

**IMPORTANT: Upon installation, the Customer may be required to select an encryption method. Greenman IT Support will accept no responsibility for storing Customer's Cloud Backup encryption keys. Loss of the encryption keys by the Customer will prevent recovery of the Cloud Backup service and the Customer's backup data.**

## 2. Customer Responsibilities and Obligations

Although Cloud Backup is a managed service and Greenman IT Support will be responsible for the availability of the service components, the day-to-day operation of the Cloud Backup service will, in part, depend on certain key processes, documentation and related equipment which are wholly under the Customer's control.

### 2.1. Installation and Configuration

The Customer will be responsible for providing authorized and free access to Greenman IT Support representatives to deliver the product and services to the Customer site on a pre-arranged installation date(s).

The Customer will be responsible for providing the necessary power, network connection and environment to support the backup server appliance.

The Customer will make available a designated and appropriately qualified representative to work with the Greenman IT Support representative during the installation of the product and services, as defined in the contract.

The designated Customer representative will work with Greenman IT Support representatives to complete the Backup and Recovery Matrix and validate that the backup functionality of the service has been demonstrated to his/her satisfaction.

The designated Customer representative will then accept delivery of the Cloud Backup service as a fully commissioned service.

**IMPORTANT: The Customer is solely responsible for storing their Cloud Backup encryption keys in a secure location. Loss of the encryption keys by the Customer will prevent access to the Cloud Backup Service and the Customer's backed up data.**

## 2.2. Training

The Customer will be responsible for designating a representative to participate in training to develop a basic understanding of the services and product functionality.

The Customer will ensure that at least one designated person is capable of creating a backup set and schedule, backing up and restoring data using the management interface, and evaluating a problem using the procedures outlined in the Support and Escalation Procedure section of this document.

## 2.3. Support and Problem Escalation

The Customer designated representative will be responsible for promptly reporting any problems directly to the Greenman IT Support Customer Support Team in accordance with the escalation procedures outlined in the Support and Escalation Procedure section of this document.

## 2.4. Data Backup and Restoration

The Customer will be responsible for the availability of their network and those systems to be backed up by the Cloud Backup Service.

The Customer will be responsible for working with Greenman IT Support representatives to complete the Backup and Recovery Matrix, to define the appropriate backup sets, schedules, Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs) and retention policies for those systems to be backed up. Greenman IT Support

representatives will assist Customer with configuration, as needed and directed, based on Customer's policies regarding data, schedules, retention, etc..

The Cloud Backup Service cannot guarantee to successfully back up all open files. This is rare, and usually due to proprietary applications and/or operating system limitations. If open files fail to back up, they are reported to the Customer by the Cloud Backup service. The Customer will be responsible for reviewing such occurrences and working with Greenman IT Support to modify their backup sets as appropriate.

For confidentiality and security reasons, transmitted data is never opened or read by any of the Greenman IT Support Backup processes. It therefore remains the Customer's responsibility to ensure that data integrity, including virus scanning is maintained. The Customer will be responsible for either performing data restoration operations and/or requesting assistance from Greenman IT Support for restoration operations.

## 2.5. Reports and Logs

The Customer has a unique and intimate knowledge of their environment, including activities, trends and problems with their systems and data. The Customer will be responsible for periodically reviewing and acting upon the reports, logs and notifications provided by the Cloud Backup service. This ensures that backup activities, warnings and/or notifications are within Customers environmental norms.

Greenman IT Support may provide additional reporting, either proactively, or at Customer's request, to provide additional details or metrics to support Customer and SLA compliance.

## 2.6. Service and Maintenance

The Customer will accept installation of all product and service releases and engineering changes (hardware, software or firmware) deemed necessary by Greenman IT Support to maintain and/or upgrade the Cloud Backup service.

# 3. Support and Escalation Procedure

The following table defines the escalation priorities to be used by the Customer and Greenman IT Support in opening calls concerning the Cloud Backup Service.

## Contacting Support

Normal Business Hours Support (07:30 to 18:00 PST Weekdays):

- Call 1- 619-573-9363 or email [support@greenmanitsupport.com](mailto:support@greenmanitsupport.com)

After Hours or Holiday Support (Federal Holiday Dates):

- Call 1- 619-573-9363

**Greenman IT Support Responsibilities:** Greenman IT Support will respond and resolve issues according to the defined priority levels below.

**Customer Responsibilities:** Customer MUST provide contact information for the designated Customer representative(s) to facilitate ongoing communication. In the event that normal communications systems are unavailable due to off-hours, disaster, communication system failure (VOIP/Email), etc., mobile phone and/or external email addresses may be required.

ANY INABILITY TO COMMUNICATE WITH CUSTOMER IN A TIMELY MANNER MAY CAUSE DELAYS IN ISSUE RESOLUTION OR FAILURE TO MEET RECOVERY OBJECTIVES. GREENMAN IT SUPPORT CANNOT BE HELD RESPONSIBLE FOR FAILURE TO MEET EXPECTED RESPONSE TIMES OR RECOVERY OBJECTIVES DUE TO COMMUNICATION DELAYS OR LACK OF ACCESS TO CUSTOMER SYSTEMS.

### 3.1. Customer Escalation Priorities

---

#### **Priority 3 (Low)**

**Classification:** General enquiry or problem which has no operational impact on the Customer system.

**Call Logging:** 07:00 to 18:00 PST, weekdays

**Time to Respond or Resolve:** Greenman IT Support will respond and resolve Priority 3 issues usually within 1 business day, provided additional research or engineering efforts are not required.

#### **Typical Event:**

- Billing or documentation query
- Request to move or re-deploy services
- General product/functionality enquiry
- Report generation issues
- General advice and guidance
- Product/service enhancements

Logged calls will be serviced on a first-come, first-served basis and typically resolved within one day.

---

#### **Priority 2 (Medium)**

**Classification:** Customer or Greenman IT Support has identified a possible error or fault with the installed Greenman IT Support service but there is no critical effect on any other part of the service.

**Call Logging:** 24hrs/day x 7 days/week x 365 days/year

**Time to Respond or Resolve:** Greenman IT Support will respond within 4 hours and normally resolve Priority 2 issues usually within 1 business day,

#### **Typical Event:**

- Previously installed and working Greenman IT Support software now not functioning correctly
- Problem backing up a single Customer system

If logged during a business day (08:00 – 18:00 hrs, Monday to Friday) and an immediate resolution is not available, the call will receive attention during the next business day.

---

provided additional research or engineering efforts are not required.

---

### **Priority 1 (High)**

**Classification:** Customer or Greenman IT Support has identified a possible error or fault with the installed Greenman IT Support service that is affecting multiple Customer clients or causing a severe impact to system operations.

**Call Logging:** 24hrs/day x 7 days/week x 365 days/year

**Time to Respond or Resolve:** Greenman IT Support will respond within 1 hour and normally resolve Priority 3 issues usually within 4 hours, provided additional research or engineering efforts are not required.

### **Typical Event:**

- Escalation of Priority 2 call
- Greenman IT Support remotely monitored fault on WAN connection.
- Customer unable to restore data
- Customer experiencing Greenman IT Support related problems backing up from multiple systems

Call referred immediately to Greenman IT Support Team member who will become the primary point of contact and co-ordinate recovery actions. Representative will provide a status report to Customer approximately every 2 hours.

---

Some calls may require further investigation and even internal escalation by technical specialists. Although Greenman IT Support will aim to resolve an open Service Request (SR) in the shortest possible timeframe, this may in some cases depend on the availability of diagnostic information from the Customer or Third Party Providers (TPP). In this case, Greenman IT Support will monitor events at every stage throughout the diagnostic process and keep the Customer informed of all developments.

In many cases, Greenman IT Support operations staff, through their service monitoring systems, will be aware of problems before they are logged by the Customer. In these cases the operations staff will call the assigned Customer representative to arrange the necessary remedial action.

**Any investigative work carried out by Greenman IT Support personnel on a fault that is not found to be the responsibility of Greenman IT Support may incur charges, with a minimum billable charge of \$150/hr.. Should travel and accommodation be involved, Greenman IT Support will work with Customer to establish responsibility and any associated costs.**

### **3.2. Disaster Recovery - High Priority**

In the event of the Customer implementing a Disaster Recovery, or Disaster Recovery Test (Drill), the normal Cloud Backup Service Level Agreement will be suspended for the duration of the Disaster Recovery. During this time, the

following disaster recovery process will be put into effect. A Disaster Recovery Plan or Business Continuity Master Plan document should be provided to all responsible parties and followed. Disaster Recovery Drills should be scheduled with Greenman IT Support representative to ensure dedicated resources are available.

---

**Typical Event:**

- Disruption of Mission Critical systems due to data loss
- Major data loss
- Loss of entire Customer site
- Scheduled Disaster Recovery Test

Call referred immediately to Customer Service Representative who will become the primary point of contact and coordinate the following actions:

- Notify all relevant members of the Greenman IT Support Senior Management Team
- Review previous call history
- Gather database and remote diagnostic support systems
- Implement repair/replacement/Crash Response Team procedure
- Arrange onsite arrival of Greenman IT Support technical personnel, if applicable
- Provide problem status updates to the Customer on a regular basis
- Contact the Customer to confirm successful resolution
- Provide the Customer with specific post-DR reports (DR Executive Summary, DR Problems Log and DR Timeline)

---

## 4. Performance Level Agreement

Greenman IT Support acknowledges that the consistent availability and performance of the Cloud Backup service is essential to ensuring that the Customer's data can be effectively backed-up, transferred offsite and made available for recovery and retrieval upon request.

### 4.1. Service Availability

#### 4.1.1. Availability Guarantee:

Greenman IT Support guarantees that Datacenter-based Cloud Services will have an availability of 99.99%. (Excluding maintenance windows.)

#### 4.1.2. Service Outage:

Service Outage is defined as the occurrence, within the Greenman IT Support managed network(s), resulting in the inability of Greenman IT Support' Datacenter-based Cloud Services to provide backup or data restoration services to Customer. A Service Outage does not include maintenance windows or reasons of Force Majeure.

#### 4.1.3. Outage Triggering Service Credit

**Level-One Outage.** A Level-One Outage is defined as any occurrence within the Greenman IT Support Service network that results in Service Outage greater than or equal to twelve (12) minutes in any calendar day. In the event that a Level-One Outage occurs, the Customer will receive credit for an entire day of service.

**Level-Two Outage.** A Level-Two Outage is defined as any occurrence within the Greenman IT Support Service network that results in Service Outage greater than or equal to four (4) hours in any calendar day. In the event that a Level-Two Outage occurs, the Customer will receive credit for 25% of the monthly service fee.

**Level-Three Outage.** A Level-Three Outage is defined as any occurrence within the Greenman IT Support Service network that results in Service Outage greater than or equal to eight (8) hours in any calendar day. In the event that a Level-Three Outage occurs, the Customer will receive credit for 50% of the monthly service fee.

#### 4.1.4. Multiple Outages within a 30 Day Period

**Three Level-One Outages.** In the event that a Customer experiences three (3) Level-One Outages within a 30 day rolling period, the Customer will receive credit for 25% of the monthly service fee.

**Two Level-Two Outages.** In the event that a Customer experiences three (3) Level-Two Outages within a 30 day rolling period the Customer will receive credit for 50% of the monthly service fee.

**Two Level-Three Outages.** In the event that a Customer experiences two (2) Level-Three Outages within a 30 day rolling period, the Customer will receive credit for an entire month of service.

### 4.2. Network Performance

Greenman IT Support acknowledges that the performance of its network is crucial to providing cloud-based services and ensuring optimal service delivery conditions.

#### 4.2.1. Latency Guarantee

Greenman IT Support' Network Latency Guarantee is measured as the average round-trip transmission of 85 milliseconds or less (for a 64 byte ping packet) between Greenman IT Support' multiple domestic (U.S.) Points-of-Presence (POPs). Latency shall be measured by averaging sample measurements taken during a calendar month between Greenman IT Support's multiple domestic (U.S.) Points-of-Presence (POPs).

#### 4.2.2. Latency Guarantee Service Credit

If Greenman IT Supports network fails to meet any Latency Guarantee in a given calendar month; Customer may request a credit for one day of service, for each day the Latency Guarantee is not met. Greenman IT Support Network Latency Guarantee does not include maintenance windows or reasons of Force Majeure.

#### 4.2.3. Packet Loss Guarantee

Greenman IT Support Guarantees packet loss will be no more than 1% between Greenman IT Support's multiple domestic (U.S.) Points-of-Presence (POPs), for the applicable calendar month. Measured transmissions are solely among points that are within the core Greenman IT Support backbone; excluding delivery failures that are not attributable to performance of the Greenman IT Support network IP backbone (i.e. local loops and exchange points).

Packet loss shall be measured by averaging sample measurements taken during a calendar month between backbone-to-backbone point routers.

#### 4.2.4. Packet Loss Guarantee Service Credit

If Greenman IT Support's network fails to meet any Packet Loss Guarantee in a given calendar month; Customer may request a credit for one day of service, for each day the Packet Loss Guarantee is not met. Greenman IT Support's Packet Loss Guarantee does not include maintenance windows or reasons of Force Majeure.

#### 4.2.5. Total Outage Credits

Total Outage Credits will not exceed the actual monthly recurring charge for the effected services. Service and Network outage credits cannot be combined for any single event. Should the Customer experience four (4) or more Level-2 failures, and/or two (2) or more Level-3 failures on a rolling sixty (60) day basis, then the Customer may terminate only that portion of any Service Order or Service Orders related to the services so affected, by written notice to Greenman IT Support.

Greenman IT Support

By: *Signature*

Name: Bryan Ladd

Title: President

Date:

Customer

By: *Signature*

Name:

Title:

Date:

## Greenman IT Support, Inc.

### Master Service Agreement

#### GENERAL INFORMATION SHEET

Effective Date: 8/1/2025	Term: 1 Year
-----------------------------	-----------------

This Master Services Agreement (“Agreement”) is entered into by Greenman IT Support, Inc. (“Greenman IT Support”) and Imperial Valley Healthcare District (IVHD) (Customer) as of the Effective Date indicated above. This Agreement consists of this General Information Sheet, the General Terms and Conditions attached hereto, any Service Orders (as defined herein) executed by the parties.

Managed Services (Backup and Replication, Hosting and Storage)

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all agreements, whether oral or written, between the parties to this Agreement with respect to the subject of this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only in writing and signed by an authorized representative of each party. In the event of a conflict between this Agreement and any Service Order, this Agreement will control.

#### Greenman IT Support Information

Greenman IT Support Contact	Phone	Email
Bryan Ladd	(619) 573-9363	bryan@greenmanitsupport.com
Address	5663 Balboa Ave., #403, San Diego, CA 92111	

#### Customer Information

Business Contact	Phone	Email
Walter Nguyen (IVHD)	(760) 351-4667	wnguyen@iv-hd.org
Address	601 Heber Avenue Calexico, CA 92231	

#### Greenman IT Support

By:

Name: Bryan Ladd

Title: President

Date:

#### Customer

By:

Name:

Title:

Date:



## GENERAL TERMS AND CONDITIONS

## 1. Overview.

1.1 Overview. This Agreement states the terms and conditions by which Greenman IT Support will deliver and Customer will receive services provided by Greenman IT Support, which will include Managed Services and Set Up Services as defined herein (collectively, the "Services"). The Services that Customer may order hereunder, and any additional terms applicable to such Services, are identified in the Service Orders and Service Level Agreement (SLA) set forth on the General Information Sheet and signed by authorized representatives of Customer and Greenman IT Support. The Services ordered by Customer, and provided by Greenman IT Support, under the terms and conditions herein, are set forth in Service Orders executed by the parties (each, a "Service Order") and hereby incorporated by reference into this Agreement. This Agreement is intended to cover all services ordered by Customer and provided by Greenman IT Support.

## 2. Provision of Services

2.1 Managed Services. Subject to the terms and conditions of this Agreement, Customer may order on a Service Order the services indicated as ("Managed Services"). Greenman IT Support hereby grants to Customer a nonexclusive and nontransferable license for Customer and its Users to access and use the computer systems used by Greenman IT Support to provide the Managed Services solely in connection with the provision of the Managed Services and subject to the limitations herein. Greenman IT Support will provide support for the Managed Services and work with Customer's designated contact. Unless otherwise indicated in any applicable Service Orders: (i) Customer shall be solely responsible for providing Customer service and support to its End-Users.

2.2 Set Up Services. Subject to the terms and conditions of this Agreement, Customer may order, on a Service Order, the implementation, customization and other professional services indicated as "Set Up Services" ("Set Up Services"). Greenman IT Support will provide the Set Up Services ordered by Customer in any Service Order to Customer, and Customer may use such Services, in accordance with the terms and conditions of this Agreement.

## 3. Use of the Services

3.1 Acceptable Use Policy (AUP): Customer agrees to adhere to Greenman IT Support' policy regarding acceptable use of the Managed Services, as it relates to Customer's use of the Managed Services. A copy is available at: <http://www.greenmanitsupport.com/aup.html>. Upon thirty (30) days notice to Customer, Greenman IT Support, in its sole discretion, may modify the Acceptable Use Policy, which modifications shall be posted, as above, to Greenman IT Support' Website

3.2 Suspension or Termination of Managed Services. If Greenman IT Support becomes aware of or suspects any unlawful use

of the Services by a User, or any use in violation of the Acceptable Use Policy, Greenman IT Support shall attempt to notify Customer and provide reasonable detail of such violation. However, Greenman IT Support reserves the right to immediately suspend or terminate the Services if Greenman IT Support determines in its sole discretion may be unlawful or in violation of the Acceptable Use Policy, or when reasonably necessary to protect Greenman IT Support' interests. In the event the Managed Services are used in an unlawful manner or in violation of the Acceptable Use Policy, and thereby causes damage or added expense to Greenman IT Support, Customer shall be liable to Greenman IT Support for such damage or added expense. Greenman IT Support, at its sole discretion, may waive all or a portion of any such liability. Customer agrees that the use of the Managed Services, for illegal purposes or violations of the Acceptable Use Policy may subject Customer, as applicable, to criminal or civil liability. Customer will cooperate with Greenman IT Support in investigations and other actions taken for suspected or known violations of the Acceptable Use Policy.

3.3 Additional Restrictions. Customer agrees that it will not, and will not permit any third party to, (i) sell, transfer, lease, license or sublicense any of the rights granted under this Agreement except as expressly permitted herein; (ii) attempt to download or otherwise obtain a copy of any software on the Greenman IT Support System; (iii) decompile, disassemble, or otherwise attempt to derive source code from any software on the Greenman IT Support System; or (iv) allow access to the Managed Services or Greenman IT Support System to any third party other than as expressly permitted in this Agreement.

3.4 Compliance with Laws. Each party agrees to comply with all applicable laws, rules and regulations, including any Internet regulations or policies and applicable export laws, in its performance under this Agreement.

3.5 Privacy. Greenman IT Support has a corporate policy to respect the privacy of its Customers and users. Greenman IT Support will only access and disclose any domain names, user names, addresses or passwords, or content of messages or data files, transmitted through the Greenman IT Support System or by means of the Services (collectively, the "User Information") as required by law, to provide the Services, to operate or maintain the Greenman IT Support System or to protect itself or its Customers. Any additional disclosure of information will be with the explicit and expressed written consent by customer.

3.6 Modifications. Greenman IT Support reserves the right to modify the features and functionality of the Greenman IT Support System from time to time, provided that Greenman IT Support will not modify the Greenman IT Support System in a manner that would have a significant adverse effect on Users' use of or ability to use the Managed Services, without providing at least thirty (30) days prior notice to Customer of any such modification.

#### 4. Ownership and Additional Licenses.

4.1 Proprietary Rights. Greenman IT Support shall retain all proprietary rights in and to the Services and Greenman IT Support System. All software, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, and inventions made or developed in connection with the Set Up Services will be the sole and exclusive property of Greenman IT Support. As between Customer and Greenman IT Support, Customer shall own all right, title and interest in the User Information, subject to Greenman IT Support' right to use such User Information in performing under, or as otherwise expressly permitted by, this Agreement.

4.2 Additional Licenses. If Greenman IT Support provides or make available to Customer under this Agreement any software ("Software") or any instruction manuals or other materials and on-line help files for the Services ("Training Materials"), Customer shall have only a non-exclusive, non-transferable, royalty-free limited license to use such Software and Training Materials solely in connection with the Services during the term of this Agreement. Greenman IT Support and its licensors retain all rights, title and interest in and to the Software and Training Materials. Except as permitted by applicable law, Customer may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, assign, transfer or create derivative works of the Software or Training Materials. Customer may not remove, deface or obscure any of Greenman IT Support' or its licensors' proprietary rights notices on or in the Software or Training Materials or on output generated by the Software. If a license agreement is included with any Software provided hereunder, Customer shall be licensed with respect to such Software pursuant to that license to the extent inconsistent with this provision. Customer agrees that any violation of the Software license shall constitute a material breach of this Agreement.

#### 5. Payment

5.1 Fees. For each Service ordered by Customer on a Service Order and delivered by Greenman IT Support, Customer will pay Greenman IT Support the Managed Service Fees and Set Up Service Fees as set forth on the applicable Service Order(s).

5.2 General Payment Terms. All amounts payable under this Agreement shall be made in U.S. dollars, and are exclusive of any sales, use, excise, property or any other taxes associated with the provision of Services or of Customer's or Users' access to or use of the Greenman IT Support System. Customer is responsible for payment of any and all such taxes (excluding taxes based on Greenman IT Support' net income). All payments are due thirty (30) days after invoice date. Greenman IT Support may charge a late fee of 15% of the total monthly invoiced amount, or, if less, the maximum amount allowed by applicable law, for payments made by Customer after the due date. Payments due from Customer are not subject to any set-off claims.

#### 6. Disclaimer of Warranties.

6.1 No Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN A SERVICE ORDER OR SERVICE LEVEL AGREEMENT, THE

SERVICES AND SOFTWARE ARE PROVIDED, AND THE GREENMAN IT SUPPORT SYSTEM IS MADE AVAILABLE, BY GREENMAN IT SUPPORT TO CUSTOMER AND USERS "AS IS." GREENMAN IT SUPPORT AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR THE GREENMAN IT SUPPORT SYSTEM AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6.2 Service Usage. Except as otherwise expressly provided in a Service Order, Greenman IT Support and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the Services or the Greenman IT Support System or that the Services, the Software or the Greenman IT Support System will be uninterrupted or error free.

6.3 Customer's Responsibilities. Customer shall be solely responsible for any warranties provided to Users with respect to the Services or the Greenman IT Support System.

#### 7. Limitation of Liability.

7.1 Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED WITHIN THIS AGREEMENT OR INCLUDED SERVICE LEVEL AGREEMENT (SLA), IN NO EVENT SHALL GREENMAN IT SUPPORT'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY DAMAGES FROM ANY CAUSE WHATSOEVER (INCLUDING LIABILITY UNDER ANY WARRANTY OR REMEDY SET FORTH IN A SERVICE ORDER), REGARDLESS OF FORM OF ACTION,

WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, EXCEED THE GREATER OF: (1) THE AMOUNT PAID BY CUSTOMER TO GREENMAN IT SUPPORT HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO ANY SUCH CLAIM OR (2) CLAIMS SUBMITTED AND PAID UNDER GREENMAN IT SUPPORT'S CURRENT INSURANCE POLICY. GREENMAN IT SUPPORT HAS PROVIDED PROOF OF INSURANCE TO CUSTOMER AND SHALL MAINTAIN SUCH INSURANCE THROUGHOUT THE TERM OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GREENMAN IT SUPPORT WILL NOT BE LIABLE FOR ANY ACTUAL OR ALLEGED INFRINGEMENT BY ANY THIRD PARTY MATERIALS AVAILABLE THROUGH THE SERVICES.

#### 8. Confidential Information.

8.1 Confidential Information. Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Section, the terms of this Agreement and all negotiations relating thereto (but not the existence



of this Agreement generally). The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information remains the property of the disclosing party. Upon any termination of this Agreement, the receiving party will return all Confidential Information of the disclosing party, and all copies thereof, in the possession or control of the receiving party unless otherwise provided in this Agreement.

#### 9. Indemnification.

9.1 Greenman IT Support Indemnity. Greenman IT Support will defend any third-party suit or action against Customer to the extent such suit or action is based on a claim that the Services infringe any valid United States patent, copyright, trade secret or other proprietary right, and Greenman IT Support will pay those damages and costs finally awarded against Customer in any monetary settlement of such suit or action which are specifically attributable to such claim. These obligations do not include any claims to the extent they are based on use of the Services in violation of this Agreement or in combination with any other software or hardware, or any modification to the Services pursuant to Customer's specifications. If any portion of the Services becomes, or in Greenman IT Support' opinion is likely to become, the subject of a claim of infringement, then Greenman IT Support may, at its option and expense, (a) procure for Customer the right to continue using such Services or (b) replace or modify the Services so that they become non-infringing. The indemnity obligations set forth in this Section 9.1 are contingent upon: (a) Customer giving prompt written notice to Greenman IT Support of any such claim(s); (b) Greenman IT Support having sole control of the defense or settlement of the claim; and (c) at Greenman IT Support' request and expense, Customer cooperating in the investigation and defense of such claim(s). The foregoing states Greenman IT Support' entire liability for infringement claims.

9.2 Customer Indemnity. Customer will defend, indemnify and hold Greenman IT Support harmless from and against any and all claims, actions or demands resulting from Customer's marketing or resale of the Services under this Agreement, except any claims, actions or demands for which Greenman IT Support is liable under Section 9.1. The indemnity obligations set forth in this Section 9.2 are contingent upon: (a) Greenman IT Support giving prompt written notice to Customer of any such claim(s); (b) Customer having sole control of the defense or settlement of the claim; and (c) at Customer's request and expense, Greenman IT Support cooperating in the investigation and defense of such claim(s).

#### 10. Term and Termination.

10.1 Term. This Agreement will commence on the Effective Date and continue for the period set forth on the cover page of this Agreement ("Initial Term"). Thereafter, the Customer will have the option to renew for additional one (1) month terms ("Renewal Term") only upon written consent from Customer." The Initial Term and any Renewal Term are collectively referred to as the "Term."

10.2 Termination for Breach. Either party may terminate this Agreement by giving to the other party written notice of such termination upon the occurrence of any of the following events: (i) the other party materially breaches or defaults in any of the material terms or conditions of this Agreement and fails to cure such breach or default within 30 days of receipt of written notice thereof, (ii) the other party makes any assignment for the benefit of creditors, is insolvent or unable to pay its debts as they mature in the ordinary course of business, or (iii) any proceedings are instituted by or against the other party in bankruptcy or under any insolvency laws or for reorganization, receivership or dissolution.

10.3 Termination Without Cause: This Agreement may be terminated by either party for any reason by providing at least 30 days' prior written notice to the other party.

10.4 Effect of Termination. Upon any termination of this Agreement: (i) Customer will immediately destroy all copies of the Software, Greenman IT Support Confidential Information and Training Materials in its possession or under its control; (ii) Greenman IT Support will destroy any Customer Confidential Information in its possession or under its control; and (iii) Greenman IT Support will provide any migration services set forth in a Service Order. Within thirty (30) days of the later of termination of this Agreement or the date of migration completion, Customer will pay Greenman IT Support all accrued and unpaid fees and charges.

10.5 Survival. Sections 4.1, 6, 7, 8, 9, 10.3, 10.4, and 11 and such provisions of the Service Order(s) indicated therein will survive any expiration or termination of this Agreement.

#### 11. Miscellaneous

11.1 Notices. Notices under this Agreement must be in writing and will be deemed given when delivered person-ally, or by email or facsimile (with confirmation of receipt) or by conventional mail (registered or certified, postage prepaid with return receipt requested). Notices will be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph.

11.2 Assignment. This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither party may transfer, sublicense or otherwise assign this Agreement or any of its rights or obligations hereunder without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement (i) to any entity in which the party has a greater than fifty-percent (50%) equity ownership interest or of which the party has voting control, (ii) to any entity that buys

fifty percent (50%) or more of that party's stock or all or substantially all of that party's assets, or (iii) as part of a merger, reorganization or re-incorporation.

11.3        Force Majeure. Greenman IT Support is not responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services or the Greenman IT Support System caused by or resulting from any act, omission or condition beyond Greenman IT Support' reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disaster or Customer's, User's or any third party's actions, hardware, software or communications equipment or facilities (each a "Force Majeure Event").

11.4        General Provisions. This Agreement will be governed by and construed in accordance with the laws of the State of California exclusive of its conflict of law principles. Nothing contained in this Agreement is intended or is to be construed to create a partnership, joint venture or agency relationship between Greenman IT Support and Customer. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision will be reformed only to the extent necessary and in such a manner to effect the original intention of the parties; all remaining provisions continue in full force and effect. Any failure by either party to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent default or breach of the same or a different kind.

## Customer Service Order

<b>Imperial Valley Healthcare District</b> Customer / Company Name <b>207 W. Legion Rd</b> Street Address <b>Brawley CA 92227</b> City State Zip  Authorized By (Print or Type)  Telephone Number	<b>Service Delivery</b> This Customer Service Order is valid for 60 days, beginning on 8/1/2025 and effective for the term specified in the Master Service Agreement. During this period Greenman IT Support, Inc. will provide the below described services to the customer for the fees listed.
--	--

Service Description	MRC	Annual	NRC
<b>Managed Services</b>  <b>Backup, Replication and DR Services</b> - Onsite Backup Server & Storage - Veeam Backup and Replication Software - Onsite & Offsite Backup and Recovery 130 Backup Objects			
<b>Cold Storage (Archive)</b> - 30 TB cold storage of archived system backups			
<b>DR Documentation and Testing (upon request)</b> - DR Planning and Documentation - Annual DR Testing - DR Test Reporting and Analysis			
<b>Licensing and Support</b> - All Backup/DR Licensing included (Veeam, Microsoft, VMware) - All Support (24x7x365) Included	<b>\$6000.00</b>		
<b>Monthly Units</b>			
1 – Comprehensive package based on current PMHD systems. <ul style="list-style-type: none"> <li>• All Active VMs ~130</li> <li>• Critical Systems ~30</li> <li>• Onsite Backup Storage ~30TB</li> <li>• Offsite Backup Storage ~30TB</li> <li>• Archived – Cold Storage ~25 TB</li> </ul>			
<b>Total(s)</b>	<b>\$6,000.00</b>	<b>\$72,000.00</b>	<b>\$0.00</b>

Authorizing Signature

Date

# Imperial Valley Healthcare District DBA Pioneers Memorial Hospital

## **CONSENT AGENDA**

**BOARD MEETING DATE:** January 8<sup>th</sup>, 2026

**SUBJECT:** CT Aquilion Cardiac Software

**BACKGROUND:** CT2, our outside scanner, will require cardiac software to continue supporting daily cardiac imaging needs.

**KEY ISSUES:** The current CT1, inside scanner, which is equipped with cardiac capabilities, is scheduled for decommissioning and replacement with an upgraded unit. During this transition period, we will be without cardiac imaging functionality unless cardiac software is installed on the outside scanner. For this reason, the purchase and installation of cardiac software on CT2 is necessary to ensure uninterrupted cardiac services.

**CONTRACT VALUE:** Canon Cardiac Software kit

1-year cost: \$84,129.00

7-year annual cost: \$12,018.43

**CONTRACT TERM:** Finance terms range from 12 months- 84 months.

Total cost \$84,129

**BUDGETED:** No

**BUDGET CLASSIFICATION:** Operational

**RESPONSIBLE ADMINISTRATOR:** Carly Zamora / Derek Tapia

**DATE SUBMITTED TO LEGAL:** 11/2025 **REVIEWED BY LEGAL:** Yes

No change in language from the previous contract.

**RECOMMENDED ACTION:** Approve purchase of cardiac software to continue services throughout installation of new scanner.



CANON MEDICAL SYSTEMS USA, INC.

*Made For life*

## QUOTATION/ORDER SUMMARY

DATE: 10/30/2025  
SID #: 30121303  
QUOTE #: 197951-1

### PRESENTED TO:

IMPERIAL VALLEY HEALTHCARE DISTRICT  
207 W LEGION RD  
BRAWLEY, CA. 92227

**ACC-CT-SERVE.200**  
OPTIONS FOR AQUILION SERVE CT

## SPECIAL INFORMATION & TERMS

- If this quotation is not accepted by December 31, 2025, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.

This quotation shall remain valid until December 31, 2025.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% upon completion of installation and/or availability for first use, whichever is earlier. All invoice terms are net 30 days.

This quotation/order will be subject to and governed by the Agreement for Computed Tomography equipment products between HealthTrust Purchasing Group and Canon Medical Systems USA, Inc., reference contract no. HPG-66714, effective March 1, 2022. Vendor represents and warrants that it will continue to support and provide Services to repair and maintain those Products that are Equipment for a minimum of ten (10) years from installation of such Product. In the event of a conflict between the Canon Medical Systems USA, Inc. Equipment terms and conditions and the (GPO) agreement, the (GPO) agreement shall control.

**Please return signed quotation to Canon Medical Systems USA, Inc. by email [OrderAdmin@us.medical.canon](mailto:OrderAdmin@us.medical.canon) or fax 714-441-9320.**

ACCEPTED AGREED AND ORDERED:

---

PURCHASER'S SIGNATURE/TITLE

---

DATE

---

CANON MEDICAL SYSTEMS REP

---

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.

**EQUIPMENT SUMMARY:****ACC-CT-SERVE.200****OPTIONS FOR AQUILION SERVE CT**

<b><u>PART NUMBER</u></b>	<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>
CGS-41A/2B	1	FAST SCAN KIT (0.35 SEC)
CONSOLE-SCORE/RXL.100	1	SURECARDIO SCORING ON-CONSOLE KIT
	1	SURECARDIO SCORING ON CONSOLE (REQUIRES SURECARDIO PACKAGE WITH ECG OPTION)
	1	COLOR PRINTER INTERFACE FOR NETWORK PRINTERS
SURECARD-VELOCT/2.100	1	SURECARDIO WITH PHASEXACT AND SURECARDIO PROSPECTIVE FOR VELOCT
	1	ECG GATING WITH SURECARDIO PROSPECTIVE & PHASEXACT FOR VELOCT (REQUIRES ECG MONITOR)
	1	ECG MONITOR, R WAVE CARDIAC TRIGGER 7800T
590441	1	STAND,ECG UNIT (MODEL-7800)
APPS-ONSITE-24	1	ON-SITE APPLICATIONS TRAINING - 24 HOURS

**TOTAL QUOTE PRICE** **\$84,129.00**  
Applicable Sales Tax Additional

**FINANCE OPTIONS:**

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

**CANON MEDICAL FINANCE USA OFFERINGS:**

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3<sup>rd</sup> party assets (including, but not limited to leasehold improvements & I.T.)

**CANON MEDICAL FINANCE USA BENEFITS:**

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

[tmalone@us.medical.canon](mailto:tmalone@us.medical.canon) or visit us at <https://us.medical.canon/service-and-support/financial-programs/>

**COMPONENT SUMMARY:****PART NUMBER**    **QTY**    **DESCRIPTION**

CGS-41A/2B	1	<b>FAST SCAN KIT (0.35 SEC)</b>
		<ul style="list-style-type: none"><li>• Allows the user to scan at 0.35 second full rotation when used in conjunction with Canon Medical Systems' optional <sup>SURE</sup>Cardio gating hardware and software.</li><li>• Enables a cardiac temporal resolution as low as 35 msec for up to five segmented reconstructions.</li><li>• Provides additional rotation speeds of 0.4, 0.45, and 0.6 for helical scanning.</li></ul>

***Note:***

*Can only be applied on Aquilion 32 and 64 H, I and J, K systems.*

***Prerequisites:***

- *Canon Medical Systems' <sup>SURE</sup>Cardio gating hardware and software must be purchased if not currently on the system in order to use 0.35 second rotation speed*
- *72 kW/600 mA generator if currently not on the system is also needed for Cardiac exams acquired with 0.35 second rotation speed*

CONSOLE- SCORE/RXL.100	1	<b>SURECARDIO SCORING ON-CONSOLE KIT</b>
		<b><sup>SURE</sup>Cardio Scoring on-console software is designed to calculate calcium scores from non-contrast enhanced CT data acquired during an ECG-gated cardiac exam.</b>

***Key Features:***

- Calculates Ca scores using the Agatston method and the Volume Mass method.
- The score and number of Ca lesions are calculated and displayed for each of the following coronary artery branches. The total score and total number of lesions are also displayed.
  - Right coronary artery (RCA)
  - Left main trunk (LM)
  - Left anterior descending branch (LAD)
  - Left circumflex branch (LCX)
- A report containing the calculated scores, the corresponding guidelines indicated by the studies accepted as the standards in the field, and the axial images for the highest 12 scores can be displayed.
- The report can be output to a general-purpose printer or a DICOM network printer.
- It is possible to register the report in a DICOM SC file as a new series added to the corresponding data.

***Pre-requisites:***

*Requires optional ECG gating hardware package*

## 1    **SURECARDIO SCORING ON CONSOLE (REQUIRES SURECARDIO PACKAGE WITH ECG OPTION)**

<sup>SURE</sup>Cardio Scoring on-console software is designed to calculate calcium scores from non-contrast-enhanced CT data acquired during an ECG-gated cardiac exam.

### **Key Features**

- Calculates Ca scores using the Agatston method and the Volume Mass method.
- Calculates and displays the score and number of Ca lesions for each of the following coronary artery branches:
  - Right coronary artery (RCA)
  - Left main trunk (LM)
  - Left anterior descending branch (LAD)
  - Left circumflex branch (LCX)
- Calculates and displays the total score and number of Ca lesions.
- Displays a report containing:
  - The calculated scores
  - The corresponding guidelines indicated by the studies accepted as the standards in the field
  - The axial images for the highest 12 scores
- Outputs the report to a general-purpose printer or a DICOM network printer.
- Registers the report in a DICOM SC file as a new series added to the corresponding data.

*Prerequisite: <sup>SURE</sup>Cardio ECG gating (option, must be purchased separately).*

## 1    **COLOR PRINTER INTERFACE FOR NETWORK PRINTERS**

Transfers windows in the image display area to a Post Script color printer (sold separately) via a network. Compatible with Aquilion, Aquilion Precision, Aquilion Prime SP, Aquilion PRIME, Aquilion LB and Aquilion Lightning.

### **Features**

- Supports 24-bit full-color Postscript printing
- Specify next print job before current job is complete
- Able to print while checking contents

*Note: The system configuration does not include a printer.*

*We recommend the printer shown below. If recommend printer is not available, please use PostScript A3 printer.*

*- CODONICS: NP-1600*

*- Canon: LBP-2260PSII or equivalent\**

*\* CCP-03A only. System software version V1.5 or later.*

**SURECARD-  
VELOCT/2.100****1 SURECARDIO WITH PHASEXACT AND SURECARDIO PROSPECTIVE  
FOR VELOCT**

**SURE**Cardio for VeloCT provides the basic foundation package of hardware and software for advanced cardiac imaging.

The axial gated acquisition provides low dose to the patient for evaluation of calcified plaque. The ECG gating software performs scanning triggered by signals from an ECG monitor and includes a compact ECG monitor with color LCD display and fast gated trigger output for R-wave synchronization applications. The ECG gating reconstruction software receives signals obtained using the supplied ECG monitor and performs processing triggered by the received signal. The reconstructed images for specific (cardiac) phases are generated (by raw data processing) from the helical scan data that is acquired by the ECG-gated scan system.

phaseXact eliminates the need for unnecessary multiple reconstructions by automatically selecting and reconstructing the cardiac phase with the least motion.

**SURE**Cardio Prospective™ is a unique application that dramatically lowers patient dose during coronary CTA exams. This advanced software provides enhanced workflow with automatic pitch selection and exposure window setting based on patient's heart rate and employs the use of the helical acquisition and an x-ray on/off modulation technique.

This unique application allows for rapid data collection during every heartbeat, producing short scan times with a dramatic reduction of x-ray exposure and contrast dose to the patient.

**Cardiac Application Training**

Twenty-four (24) hours of on-site education will be provided at the customer facility for up to four (4) imaging professionals. Training is focused on maximizing cardiac scan techniques and protocols and to optimize staff proficiency and system productivity in cardiac imaging. Training is scheduled for three (3) consecutive days during standard business hours. CE credits are earned by participants that attend the Phase II training event in its entirety.

Note: Canon Medical Systems personnel are not responsible for scanning patients, patient safety, any actual patient contact, or operation of equipment during education sessions. Canon Medical Systems will only demonstrate proper equipment operation.

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional onsite training is available for purchase.

Applications support is available by phone on the toll-free ASSIST line, 1-800-521-1968.

**1 ECG GATING WITH SURECARDIO PROSPECTIVE & PHASEXACT FOR VELOCT (REQUIRES ECG MONITOR)**

Acquires images for specific cardiac phases.

**Includes**

- ECG-gated helical scanning and reconstruction with dose modulation and arrhythmia rejection.
- phaseXact: automatically detects cardiac phases with minimal motion to perform reconstruction.
- <sup>SURE</sup>Cardio Prospective: sets helical pitch and ECG dose modulation based on ECG/heart rate.

*Prerequisites: ECG monitor with trigger.*

**1 ECG MONITOR, R WAVE CARDIAC TRIGGER 7800T**

Cardiac ECG Trigger Monitor Model 7800T for use with CT hardware and software to measure skin impedance to help ensure reliable scanning.

- Compact ECG monitor with fast gated trigger output for R-wave synchronization applications
- High & Low Heart Rate Limits
- 6.5" Color LCD Display (TFT Active Matrix)
- Integrated ECG simulator to test the integrity of the patient cables, lead wires, and electronic circuitry.

**590441**

**1 STAND,ECG UNIT (MODEL-7800)**

**APPS-ONSITE-24**

**1 ON-SITE APPLICATIONS TRAINING - 24 HOURS**

Three (3) days, twenty-four (24) hours, of additional onsite applications support. Training is scheduled consecutively, Monday through Friday, with Monday mornings and Friday afternoons scheduled as travel time for the applications specialist.

Note: Canon Medical Systems personnel are not responsible for scanning patients, patient safety, any actual patient contact, or operation of equipment during education sessions. Canon Medical Systems will only demonstrate proper equipment operation.

Education expires two (2) years from the later of purchase date or warranty start date.

### **CT PRODUCT WARRANTY AND SERVICE COVERAGE**

**SYSTEM WARRANTY TERMS:** Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer, during the warranty period (stated in the table below), to correct a warranty failure, will be warranted to the extent of the unexpired term of the warranty, applicable to the Equipment.

The warranty period will commence on the date the installation, of the product, is complete. Notwithstanding the foregoing, in the event that the installation, of the product, is delayed for a total of thirty (30) days or more, from the date of delivery, for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

**WARRANTY EXCLUSIONS:** Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions, in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products, not manufactured by Canon Medical Systems such as, without limitation, monitors, cameras, computer equipment, injectors, and lasers. Such items will be furnished, subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. Warranty coverage also excludes consumables, including but not limited to batteries, storage media, positioning pads, table pads, power units, and radioactive sources.

**X-RAY TUBE WARRANTY:** CT X-ray tubes are covered under a separate warranty. The CT X-ray tube included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty. CT X-ray tubes carry a prorated warranty, based on the number of rotations shown below or 12 months, whichever occurs first. A rotation is any 360-degree or single rotation of the gantry with X-rays on. Complete glassware coverage, during warranty period, may be purchased from Canon Medical Systems, at an additional charge.

CT X-Ray Tube Type	Equipment	Prorated Warranty
CXB-750D/ G/ U/ V	Celesteion / Cartesien/ AQ Exceed/ Insight/ LB/ Prime/ RXL/ Serve SP/ Assure Plus (128)/ 64	200,000 rotations*
CXB-750E	AQ One Assure	150,000 rotations*
CXB-750B/ F	AQ Genesis/ Lightning/ One/ Vision	100,000 rotations*

**CT X-RAY TUBE PRORATION CALCULATION:** Credits for CT X-ray tubes, stated above, that fail, during the warranty period, will be calculated as follows:

$$\text{Credit} = 1 - \frac{\text{Number of Rotations Used}}{\text{Number of Rotations Warranted}}$$

**REMEDIES:** If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty, during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing, without charge to Customer, any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications, for new components, as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

**SOFTWARE UPDATES:** Canon Medical Systems will furnish to Customer, free of charge, for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements, to previously purchased software features, will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase, by Customer, upon request, when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade, for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates, in effect, at the time such items are provided to Customer.

**WARRANTY SERVICE:** Warranty service, during the applicable warranty period, will be performed, without charge to Customer, during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available, upon request, at an additional charge.

Customer must promptly notify Canon Medical Systems, within the applicable warranty period, of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.



CANON MEDICAL SYSTEMS USA, INC.

*Made For life*

**DISCLAIMERS AND LIMITATIONS ON LIABILITY:** Canon Medical Systems' obligations, stated above, will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENTS, OPTIONAL PARTS & UPGRADE COMPONENTS*	90 Days*

\* The above, 90-day period, applies only to parts that are not furnished, pursuant to a warranty repair, for the Equipment. Any part furnished to Customer during the warranty period, to correct a warranty failure, will be warranted to the extent of the unexpired term of the warranty, applicable to the System.

### TERMS AND CONDITIONS OF SALE

- 1. TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.
- 2. TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.
- 3. DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.
- 4. EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.
- 5. EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.
- 6. LIMITED WARRANTY AND REMEDY.**
  - A.** For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.
  - B.** Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.

**7. LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.** Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

**8. LIMITATION OF LIABILITY.** **A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.**

**B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.**

**9. SECURITY INTEREST.** Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

**10. REMOVAL OF EQUIPMENT.** Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

**11. TRADE-IN.** If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in. Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date. The trade-in equipment shall include any associated parts or accessories, included but not be limited to: backup software, manuals, service dongles, positioning pads, straps, CD's, chillers, coils, transducers, UPS systems, and other ancillary items. The trade-in equipment needs to be maintained to OEM specifications up until the time of removal and is subject to inspection by Canon or a Canon designated third party. Equipment must be available for inspection at least 30 days prior to removal. Customer is responsible for a clear removal path to include removal of any walls or doorways, if necessary, as well as responsible for removal of all patient information from the system prior to the removal date. HARD DRIVES MUST BE INCLUDED, INTACT, FUNCTIONAL, AND IRREVERSABLY WIPE OF ALL DATA. For CT system trade-ins: if the CT tube is replaced prior to removal of the CT system, the tube must either be documented as a new tube or documented used tube and less than 100k scan seconds, 40 million mAs, or 100k slices each. For MR system trade-ins: MRI cryogen level must be at a minimum of 70% at the time of removal. Equipment found to be performing below OEM specifications will be subject to a reduced trade-in amount.

**12. REMEDIES OF CANON MEDICAL SYSTEMS.** If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

**13. EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

**14. SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc. products quoted herein are conditioned on and subject to the Software License located: <https://us.medical.canon/download/CMI-Capital-License-Agreement>. Any Dell, Inc. software, which may be imbedded in Canon products are conditioned and subject to the Software License located: [https://i.dell.com/sites/csdocuments/Legal\\_Docs/en/us/reseller-terms-of-sale.pdf](https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/reseller-terms-of-sale.pdf). Both the CMI and Dell licenses are incorporated herein by reference.

**15. CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. Canon Medical Systems will allow Customer to modify the product one time, as long as such request is approved by Canon Medical Systems in accordance with timeline below:

- a. CT: No later than 120 days before scheduled delivery date:
- b. MR: No later than 150 days before scheduled delivery date:
- c. VL: No later than 150 days before scheduled delivery date:
- d. XR (excluding Mobile XR): No later than 120 days before scheduled delivery date:

In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

**16. ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

**17. EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

**18. ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party

**19. ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

**20. END USER CERTIFICATION.** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for leaseback financing).

**21. CONFIDENTIALITY.** The parties agree that the use of the Equipment purchased and any associated output (including but not limited to binary data files) shall remain confidential between the parties and shall not be shared externally with any third party without the express written permission of Canon Medical Systems.

**22. ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

# IMPERIAL VALLEY HEALTHCARE DISTRICT

**BOARD MEETING DATE:** 1/8/2026

**SUBJECT:** Authorization to approve Professional Service Agreement for George Fareed, M.D.

**BACKGROUND:** This agreement is for Primary Care services for Outpatient Services (32) hours per week. This agreement is a renewal agreement due to increase in coverage. Increase in \$80,000 annually due to increase in primary care coverage.

**KEY ISSUES:** Physician will be compensated on base compensation of \$320,000. In addition to the compensation for coverage, hospital will pay physician wRVU compensation quarterly. wRVU more than 1,524 quarterly will be paid at \$50.00 per wRVU.

**CONTRACT VALUE:** approximately \$320,000, value varies depending on wRVU

**CONTRACT TERM:** 4 year

**BUDGETED:** yes

**BUDGET CLASSIFICATION:** Professional Service Agreement

**RESPONSIBLE ADMINISTRATOR:** Carly Zamora/Christopher R. Bjornberg

**DATE SUBMITTED TO LEGAL:** 12/2025 **REVIEWED BY LEGAL:**  Yes  No

**FIRST OR SECOND SUBMITTAL:**  1<sup>st</sup>  2<sup>nd</sup>

**RECOMMENDED ACTION:** Authorization to approve Professional Service Agreement for George Fareed, M.D.

Comp-01, Compliance Officer 8/2018

Comp-01, Compliance Officer 8/2018



## PROFESSIONAL SERVICES AGREEMENT (Primary Care – Fareed)

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is entered into and executed as of \_\_\_\_\_ (“**Effective Date**”), by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, 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 George Fareed, M.D., a physician licensed to provide medical services in the State of California (“**Practitioner**”). Practitioner and Hospital are sometimes individually referred to hereafter as a “Party,” and collectively as “Parties.”

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

### RECITALS

A. Hospital owns and operates a general acute care hospital located in Brawley, California and rural health clinics (“**Clinics**”), in Calexico, California and Brawley, California, and by the start 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 **primary care services** (each a “**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 in the 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) are 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 Specialty 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 and 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, 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 shall notify Hospital immediately in writing if Practitioner 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 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 engage in any other activity which would be in conflict with Practitioner's 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 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. Taxation of Income.** 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.

**c. 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 District 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 and collection 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 for four (4) years commencing on the Effective Date, unless terminated earlier as provided herein.

**b. Termination Without Cause.** Either party may 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 services. 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 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:

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

Practitioner:

George Fareed, M.D.  
150 I Street  
Brawley, CA 92227

## **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").

**e. Business Associate Agreement is Required.** As a condition to the effectiveness of this Agreement, concurrently with the execution hereof, Practitioner shall execute Hospital's Business Associate Agreement.

## **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, losses, 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

George Fareed, M.D.

---

Christopher R. Bjornberg  
Chief Executive Officer

---

George Fareed, M.D.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

Provide primary care 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**

**Primary Care Coverage.** Practitioner shall provide a minimum of (32) hours per week (4 days per week) of primary care services in the Hospital Clinics.

The specific locations and schedule for primary care services shall be mutually agreed upon by Practitioner and Hospital.

**Vacation.** Practitioner shall be entitled to a noncumulative time of four (4) work weeks paid time off per year, plus one (1) work week of paid time off for Continuing Medical Education, cumulatively five (5) work weeks (20 days) of paid time off per year.

## **EXHIBIT C** **Compensation**

**Base Compensation.** Practitioner shall be compensated at a rate of three hundred and twenty thousand dollars (\$320,000) per year.

**Additional wRVU Incentive Payments.** For the duration of this agreement, in each three (3) month period after the Agreement commencement date, the Practitioner may earn additional incentive compensation based upon wRVU productivity for services provided in accordance with this Agreement. If Practitioner generates wRVU's in excess of one thousand five hundred and twenty-four (1524) wRVUs per quarter for primary care services, such excess will be paid at fifty dollars (\$50.00) per wRVU.

Only completed and locked charts will count towards practitioner-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 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:

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

**BOARD MEETING DATE:** January 8<sup>th</sup>, 2026

**SUBJECT:**

Authorize renewal of the Emergency Medical Care On-Call Coverage Agreement for Orthopedic Surgery between Christopher Lai, MD. and Imperial Valley Healthcare District.

**BACKGROUND:**

IVHD has contracted with Christopher Lai, MD since 2004 for “on-premises” emergency services for Orthopedic patients.

**KEY ISSUES:** Ensure Orthopedic Services and decrease utilization of locums if needed. Physician will be compensated at a base compensation of (\$3,500) for each twenty-four-hour-hour-on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than twenty-four hours. Increase in compensation model, additional changes include IVHD shall bear exclusive responsibility for billing and collecting for Physicians professional services.

Physician should be required to provide follow-up care for any patients seen by locums who need follow-up care with an orthopedic surgeon.

**CONTRACT VALUE:** estimated at \$500,000 annually, varies depending on needs.

**CONTRACT TERM:** 2 years

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** Professional Fees

**RESPONSIBLE ADMINISTRATOR:** Christopher R. Bjornberg/Carly Zamora

**DATE SUBMITTED TO LEGAL:** 12/2025 **REVIEWED BY LEGAL:**  Yes  No

**FIRST OR SECOND SUBMITTAL:**  1<sup>st</sup>  2<sup>nd</sup>

**RECOMMENDED ACTION:**

That the Board authorizes the renewal of the Emergency Medical Care On-Call Coverage Agreement for Orthopedic Surgery between Christopher Lai, MD and Imperial Valley Healthcare District as outlined.



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

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

### RECITALS

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

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

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

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

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

### AGREEMENT

#### **1 Duties and Obligations of Physician.**

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

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

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

1.4 Malpractice Insurance. For the term of this agreement, Physician shall provide and maintain current for the term of this agreement, medical malpractice insurance as required by the bylaws, rules and regulations governing Hospital Medical Staff physicians in a minimum amount of one million (1,000,000.00) per occurrence and three million (3,000,000.00) aggregate. If the coverage is on a claims-made basis, Physician hereby agrees that not less than thirty (30) days prior to the effective date of termination of Physician's current insurance coverage or termination of this Agreement, Physician 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 Physician's current coverage or prior to termination of this Agreement, as applicable, and provide Hospital a certificate of insurance evidencing such coverage.

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

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

1.7 Follow-Up Locums Care. Physician shall be required to provide follow up care for any patients seen by locums who need follow up care with an orthopedic surgeon.

## **2 Duties of Hospital.**

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

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

## **3 Term and Termination.**

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

### **3.2 Termination.**

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

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

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

3.2.4 No Cause Termination. It is also understood and agreed that either Party may terminate this agreement upon ninety (90) days' written notice to the other without cause, however, the Parties understand and agree if this agreement is terminated without cause prior to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

#### 4 General Terms and Conditions.

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

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

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

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

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

General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

#### 4.6 Compliance with Non-Discrimination Laws.

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

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

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

Physician:

Christopher Lai, M.D.

\_\_\_\_\_  
\_\_\_\_\_

Hospital:

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

4.8 Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to this subject matter. This agreement supersedes all other previous

agreements and understandings, written or oral, between the Parties with respect to this subject matter. No other agreements between the Parties as to this subject matter other than those set forth in this Agreement shall be considered valid.

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

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

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

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

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

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

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

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

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

*[Signature Page Follows.]*

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

HOSPITAL

By \_\_\_\_\_ Date \_\_\_\_\_  
Christopher R. Bjornberg  
Chief Executive Officer  
Imperial Valley Healthcare District

PHYSICIAN

By \_\_\_\_\_ Date \_\_\_\_\_  
Christopher Lai, M.D.

## EXHIBIT A COVERED SERVICES

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

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

**EXHIBIT B**  
Imperial Valley Healthcare District  
207 West Legion Road  
Brawley, California 92227  
**PHYSICIAN - TIME AND ACTIVITY LOG**

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

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

Month:

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.

Physician's Signature: \_\_\_\_\_

Date:

# IMPERIAL VALLEY HEALTHCARE DISTRICT

**BOARD MEETING DATE:** January 8<sup>th</sup>, 2026

**SUBJECT:** Authorization to approve Professional Service Agreement for Ramaiah Indudhara, M.D.

**BACKGROUND:** This agreement is for Urology services for outpatient and inpatient services for **one** week per month totaling (40) hours. Physician should provide on-call and inpatient consultations on an as needed basis.

**KEY ISSUES:** Physician shall provide Urology services in the Hospital clinics/Operating rooms and other locations mutually agreed upon. Physician shall be compensated as follows:

- Pure wRVU compensation at Seventy-three dollars and sixty-six cents (\$73.66) per wRVU paid monthly

Emergency On-Call Coverage Services:

- 2 days included per week worked.

**CONTRACT VALUE:** value varies depending on wRVU incentives and demands and on-call demands.

**CONTRACT TERM:** 1 year

**BUDGETED:** yes

**BUDGET CLASSIFICATION:** Professional Service Agreement

**RESPONSIBLE ADMINISTRATOR:** Christopher R. Bjornberg/Carly Zamora

**DATE SUBMITTED TO LEGAL:** \_\_\_\_\_ **REVIEWED BY LEGAL:**  Yes  No

**FIRST OR SECOND SUBMITTAL:**  1<sup>st</sup>  2<sup>nd</sup>

**RECOMMENDED ACTION:** : Authorization to approve Professional Service Agreement for Ramaiah Indudhara, M.D.

Comp-01, Compliance Officer 8/2018

Comp-01, Compliance Officer 8/2018



## 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 and 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. **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.

c. **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 one (1) year 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:

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

Practitioner:

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, losses, 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, five consecutive (5) 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 30 days in advance by Practitioner and Hospital, including arrangements for block time in any of Hospital's Operating suites and must be approved prior to opening schedule.

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

**Emergency On-Call Coverage.** Practitioner shall provide a minimum of two (2) days of on-call emergency department coverage per month for every week worked in the 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.

#### **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:

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: \_\_\_\_\_