



**BOARD OF DIRECTORS**

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

**AGENDA**

**SPECIAL MEETING OF THE FINANCE & BUDGET COMMITTEE  
MONDAY, JANUARY 19, 2026, 10:00 A.M.**

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

[Join Microsoft Teams](#)

Meeting ID: 226 154 864 991 95  
Passcode: AL2yt9mB

- 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 December 22, 2025

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

- a. Review of December Financials and Separat Profit & Loss Statements (Staff reference: Lenin Valdez)
- b. Discussion on Benefits Broker (Staff reference: Chris Bjornberg)
- c. Discussion and/or possible action to recommend to the Board of Directors approval of Approval of Notable Annual Solutions Renewal Agreement (Staff reference: Lenin Valdez)
- d. Discussion and/or possible action to recommend to the Board of Directors approval of Renew contract with Agiliti Equipment Service Agreement. (Staff reference: Chris Bjornberg)
- e. Discussion and/or possible action to recommend to the Board of Directors approval of Purchase of Canon Aplio i700 Ultrasound unit. (Staff reference: Carly Zamora)
- f. Discussion and/or possible action to recommend to the Board of Directors approval of Renewal agreement between Rady Children's Hospital San Diego – Rady Children's Specialists of San Diego and Imperial Valley Healthcare District. (Staff reference Carol Bojorquez)
- g. Discussion and/or possible action to recommend to the Board of Directors approval of Law Offices of Stephenson, Acquisto & Colman Legal/Professional Services. (Staff reference Lenin Valdez)

## **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**

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### **POSTING STATEMENT**

A copy of the agenda was posted January 16, 2026, at 207 W. Legion Road, Brawley, CA 92227 at 3:00 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  
DECEMBER 22, 2025  
FINANCE COMMITTEE MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 22<sup>ND</sup> OF DECEMBER AT 207 W. LEGION ROAD CITY OF BRAWLEY, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

**1. TO CALL ORDER:**

The regular meeting was called to order in open session at 2:10pm by James Garcia.

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

President James Garcia

Vice-President Enola Berker

Trustee Laura Goodsell

**GUESTS:**

Chad Thurston – Legal/Snell & Wilmer-Remotely

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 Goodsell second by Director Berker to approve the combining the Special and Regular agenda for December 22, 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 Goodsell to approve consent calendar minutes for November 25, 2025. Motion passed by the following wit:

AYES: Garcia, Berker, Goodsell

NOES: None

**8. ACTION ITEMS:**

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



Carly Loper presented and went over the November 2025 financial report.

The Directors voted unanimously to approve receiving and recommending to the Board of Directors approval of November 2025 Financials and Department Profit & Loss Statements. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

- b. ECRMC Update (Staff reference: Dave Momberg ECRMC CFO)

Dave Momberg ECRMC CFO gave an update status on the ECRMC and finances.

- c. Discussion and/or possible action to recommend to the Board of Directors approval of Renew Greenman IT Backup Solution (Staff reference: Chris Bjornberg)

Motion was made by Director Goodsell and second by Director Berker to approve recommending to the Board of Directors approval of the Renew Greenman IT Backup Solution. 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 CT Aquilion Cardiac Software (Staff reference: Carly Zamora)

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of the CT Aquilion Cardiac Software. 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 Professional Service Agreement for George Fareed, M.D. (Staff reference: Carly Zamora)

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Authorization to approve Professional Service Agreement for George Fareed, M.D. 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 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)

Motion was made by Director Berker and second by Director Goodsell to approve

recommending to the Board of Directors approval of Authorize renewal of the Emergency Medical Care On-Call Coverage Agreement for Orthopedic Surgery between Christopher Lai, MD. and Imperial Valley Healthcare District. 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 Professional Service Agreement for Ramaiah Indudhara, M.D. (Staff reference: Chris Bjorngerg)

Motion was made by Director Goodsell and second by Director Berker to approve recommending to the Board of Directors pending legal review approval of Authorization to approve Professional Service Agreement for Ramaiah Indudhara, M.D. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

**9. ITEMS FOR FUTURE AGENDA:**

December 2025 Financials

The Board of Directors agreed to move the next financial meeting to January 19<sup>th</sup> at 10 a.m. do to conflict in deadlines.

**10. ADJOURNMENT:**

With no future business to discuss, Motion was made unanimously to adjourn meeting at 3:33 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:**

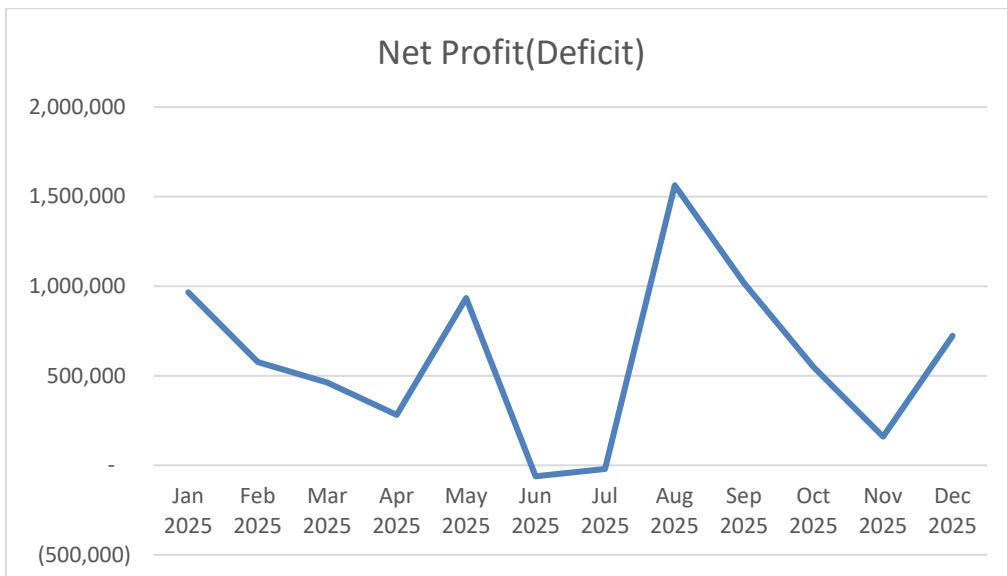
**Christopher R. Bjornberg, Chief Executive Officer**

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

**Financial Report – December 2025**

**Overview:**

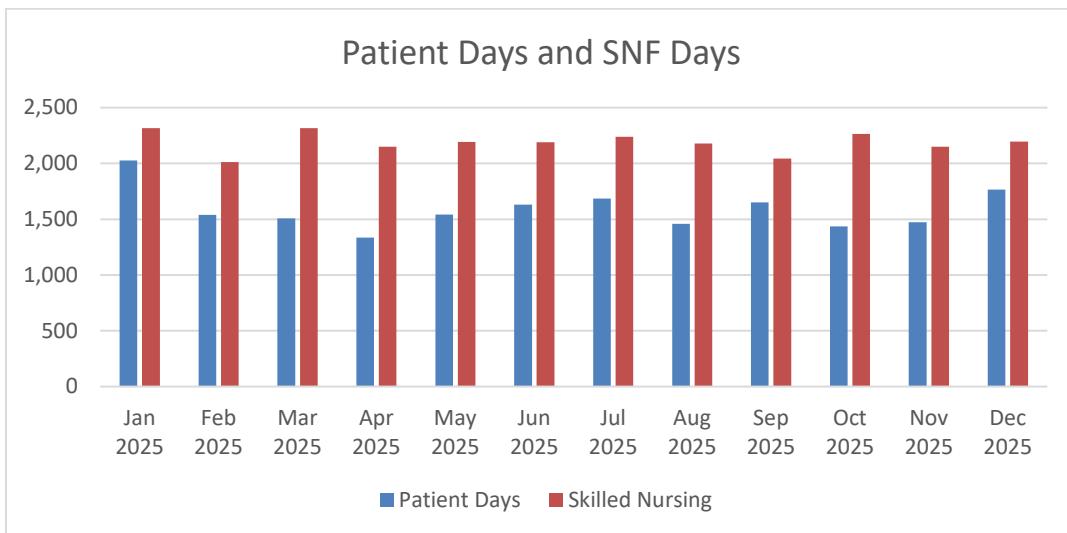
**Financial operations for the month of December resulted in a profit of \$723,432 against a budgeted profit of \$141,659.**



## Patient Volumes:

In December, inpatient days fell below budget by (11.5%) but exceeded the prior month volumes by 20.0%. For the year-to-date period, inpatient days were under budget and prior year volumes by (2.7%).

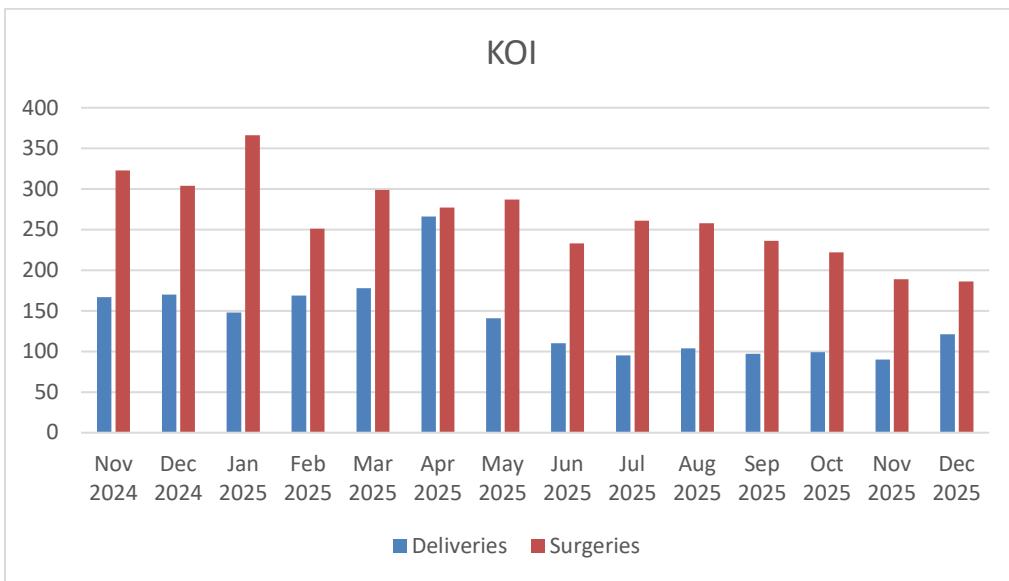
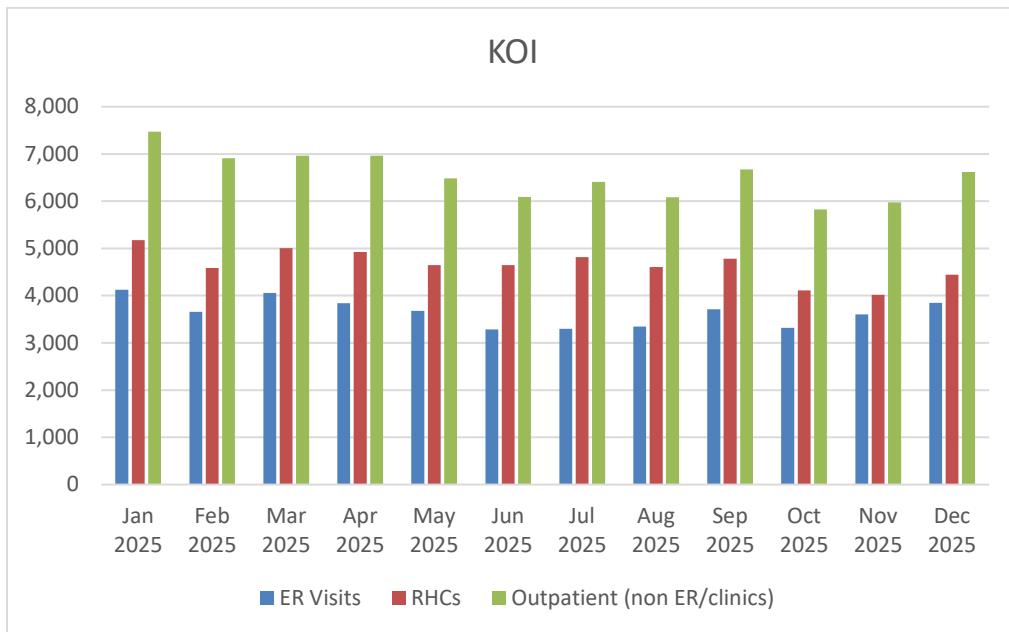
December inpatient days for Pioneers Memorial Skilled Nursing Center (PMSNC) were 2,195 compared to 2,149 inpatient days in November. PMSNC had an average daily census (ADC) of 70.8 for the month of December.



For the month of December, Surgeries fell below the prior month visits/volumes while Deliveries, Emergency Room visits, Pioneers Health Center visits, Calexico Health Center visits, Pioneers Children Health Center visits and Outpatient (non-ER) visits all exceeded the prior month visits/volumes. All fiscal year-to-date volumes, except for the Calexico Health Center, are lower than prior year volumes. For actual compared to budget fiscal year-to-date, the visits/volumes 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	121	200		170	606	1,096
E/R Visits	3,849	4,624		4,803	21,125	21,971
Surgeries	186	331		304	1,352	1,846
GI Scopes	59	90		59	290	902
Calexico RHC	958	891		1,232	5,859	4,886
Pioneer Health	2,485	2,305		3,496	14,828	14,262



### Gross Patient Revenues:

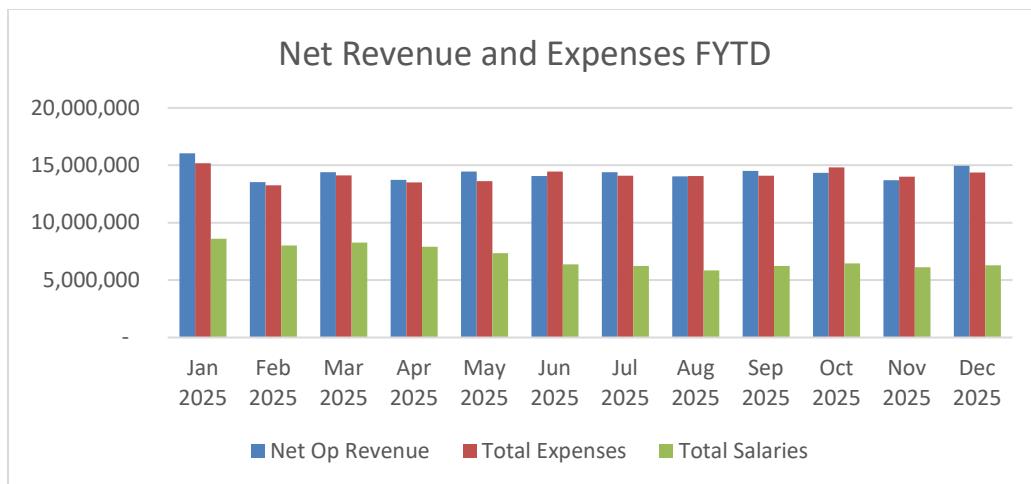
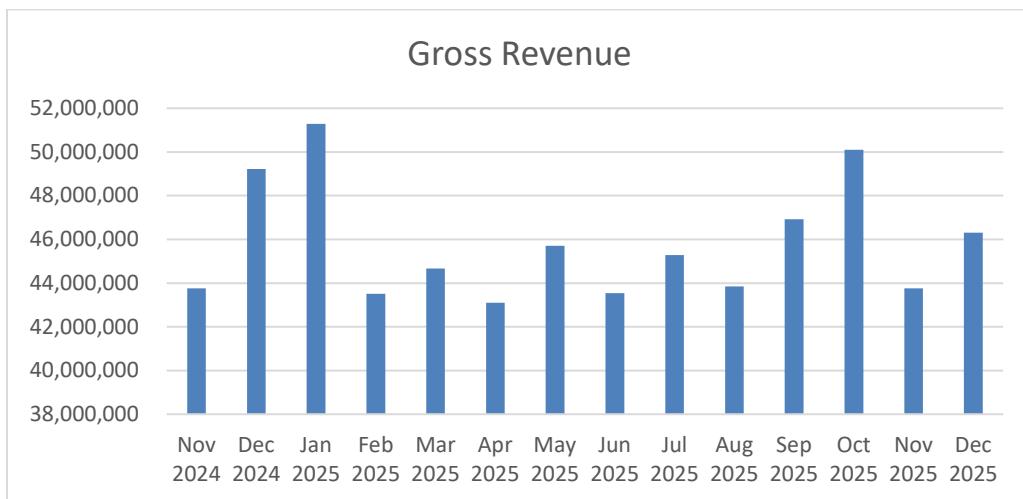
In December, gross revenues fell below budget by (\$2,918,838) or (5.9%) but exceeded the prior month revenues by \$3,118,287 or 7.2%.

	<b>Monthly Gross Revenue</b>	<b>Daily Gross Revenue</b>
November	\$43,188,646	\$1,439,622
December	\$46,306,933	\$1,493,772

## Operating Expenses:

In total, December operating expenses were under budget by \$1,506,732 or 9.5%. December's daily expenses were \$463,447 per day, which is below December's budgeted expenses at \$512,052 per day. Total staffing expenses and maintenance expenses for December were under budget by 8.4% and 16.8%, respectively. Total expenses for December exceeded the prior month expenses by (\$360,721) or (2.6%).

	Monthly Expenses	Daily Expenses
November	\$14,006,146	\$466,872
December	\$14,366,867	\$463,447



## **Bond Covenants:**

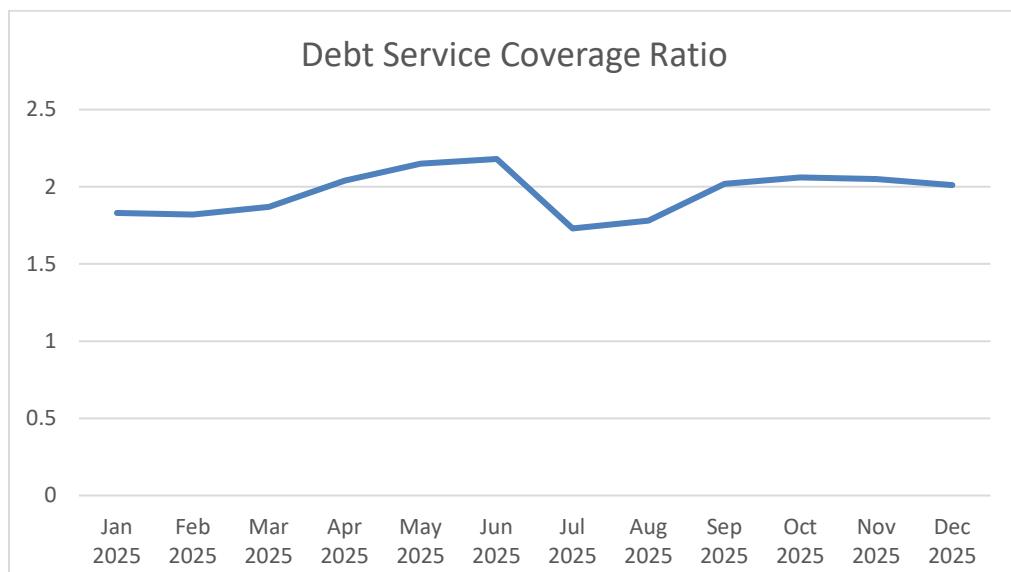
**As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or “promises” to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (U.S. Bank) authorization to take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

**The District’s days cash on hand decreased from the prior month with the following results:**

**end of November 2025: 72.1 days cash on hand**  
**end of December 2025: 63.2 days cash on hand**

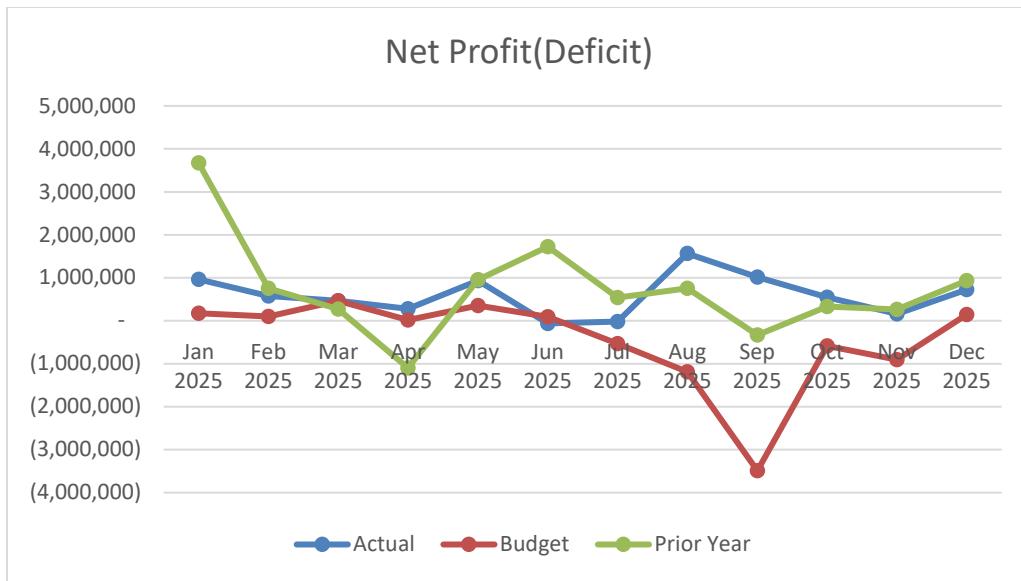


**The debt service coverage ratio for November 2025 was 2.05 while the debt service coverage ratio for December 2025 was 2.01.**



## **Net Excess/(Deficit):**

**Fiscal year-to-date, District operations have resulted in a profit of \$3,989,292 against a budgeted loss of (\$6,564,536), which is ahead of the prior year-to-date profit of \$2,483,965.**



**END OF REPORT**

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

LAST MONTH ACTUAL NOVEMBER	LAST YEAR ACTUAL DECEMBER	THIS MONTH ACTUAL DECEMBER	THIS MONTH BUDGET DECEMBER	% VAR	FOR THE PERIOD ENDING DECEMBER 31, 2025		FYTD ACTUAL DECEMBER	FYTD BUDGET DECEMBER	% VAR	FYTD PRIOR YEAR DECEMBER	% VAR
3,835	3,868	4,616	4,604	0.25%	ADJ PATIENT DAYS		25,382	22,914	10.77%	22,914	10.77%
1,472	1,676	1,766	1,995	-11.48%	INPATIENT DAYS		9,466	9,727	-2.68%	9,727	-2.68%
519	591	591	636	-7.08%	IP ADMISSIONS		3,169	3,249	-2.46%	3,039	4.28%
49	54	57	64	-11.48%	IP AVERAGE DAILY CENSUS		51	53	-2.68%	53	-2.68%
<b>GROSS PATIENT REVENUES</b>											
16,577,828	21,330,319	17,717,202	21,330,319	-16.94%	INPATIENT REVENUE		102,797,378	113,181,903	-9.18%	113,181,903	-9.18%
1,928,149	4,306,327	2,046,747	4,306,327	-52.47%	DAILY HOSPITAL SERVICES		11,481,468	25,259,656	-54.55%	25,259,656	-54.55%
14,649,679	17,023,992	15,670,455	17,023,992	-7.95%	INPATIENT ANCILLARY		91,315,909	87,922,248	3.86%	87,922,247	3.86%
26,610,818	27,895,452	28,589,731	27,895,452	2.49%	OUTPATIENT REVENUE		172,844,533	153,444,232	12.64%	153,444,232	12.64%
43,188,646	49,225,771	46,306,933	49,225,771	-5.93%	<b>TOTAL PATIENT REVENUES</b>		275,641,911	266,626,135	3.38%	266,626,135	3.38%
<b>REVENUE DEDUCTIONS</b>											
12,107,072	11,681,500	10,865,907	10,607,382	-2.44%	MEDICARE CONTRACTUAL		71,904,918	66,711,884	-7.78%	61,474,510	-16.97%
14,854,153	15,178,005	13,155,413	12,842,415	-2.44%	MEDICAL CONTRACTUAL		84,250,915	78,621,533	-7.16%	79,045,230	-6.59%
-3,053,795	-1,374,159	-1,558,849	-1,521,760	-2.44%	SUPPLEMENTAL PAYMENTS		-10,564,603	-8,790,011	-20.19%	-8,211,361	-28.66%
0	-1,925,640	0	0	100.00%	PRIOR YEAR RECOVERIES		-243,579	0	100.00%	-1,925,640	
4,893,665	9,491,219	9,044,769	8,829,573	-2.44%	OTHER DEDUCTIONS		39,709,976	44,399,656	10.56%	47,752,553	16.84%
0	26,134	0	0	#DIV/0!	CHARITY WRITE OFFS		1,775,956	1,680,085	-5.71%	256,185	-593.23%
1,006,077	1,171,548	500,000	488,104	-2.44%	BAD DEBT PROVISION		4,616,523	4,872,670	5.26%	5,999,509	23.05%
-4,167	-4,167	-4,167	-4,068	0.00%	INDIGENT CARE WRITE OFFS		-20,835	-25,113	17.03%	-25,002	-16.67%
29,803,005	34,244,440	32,003,073	31,241,645	-2.44%	<b>TOTAL REVENUE DEDUCTIONS</b>		191,429,271	187,470,705	-2.11%	184,365,984	-3.83%
13,385,641	14,981,331	14,303,860	17,984,126	-20.46%	<b>NET PATIENT REVENUES</b>		84,212,640	79,155,430	6.39%	82,260,151	-2.37%
69.0%	69.6%	69.1%	63.5%		69.4%		69.4%	70.3%		69.1%	
<b>OTHER OPERATING REVENUE</b>											
0	0	0	0	0	GRANT REVENUES		0	0	0	0	#DIV/0!
322,016	909,432	642,090	461,008	39.28%	OTHER		3,072,598	2,766,047	11.08%	2,907,614	5.67%
322,016	909,432	642,090	461,008	39.28%	<b>TOTAL OTHER REVENUE</b>		3,072,598	2,766,047	11.08%	2,907,614	5.67%
13,707,657	15,890,763	14,945,950	18,445,134	-18.97%	<b>TOTAL OPERATING REVENUE</b>		87,285,238	81,921,477	6.55%	85,167,765	2.49%
<b>OPERATING EXPENSES</b>											
6,119,637	6,537,237	6,289,771	6,859,232	8.30%	SALARIES AND WAGES		37,525,868	39,991,081	6.16%	38,167,439	1.68%
1,838,087	1,838,509	1,727,228	1,912,466	9.69%	BENEFITS		9,188,639	10,152,299	9.49%	9,747,074	5.73%
183,990	169,549	184,189	184,410	0.12%	REGISTRY & CONTRACT		1,014,851	1,219,545	16.78%	1,130,379	10.22%
8,141,714	8,545,295	8,201,188	8,956,108	8.43%	TOTAL STAFFING EXPENSE		47,729,358	51,362,925	7.07%	49,044,892	2.68%
1,353,338	1,241,747	1,713,260	1,268,607	-35.05%	PROFESSIONAL FEES		9,527,698	8,146,216	-16.96%	7,983,478	-19.34%
1,529,212	2,456,239	1,620,743	2,543,078	36.27%	SUPPLIES		9,873,191	10,238,641	3.57%	9,957,832	0.85%
728,043	508,682	675,807	522,951	-29.23%	PURCHASED SERVICES		4,109,436	3,796,197	-8.25%	3,690,957	-11.34%
603,894	795,518	674,653	811,171	16.83%	REPAIR & MAINTENANCE		3,747,174	3,990,304	6.09%	3,894,683	3.79%
309,555	293,647	309,555	292,217	-5.93%	DEPRECIATION & AMORT		1,857,344	1,797,819	-3.31%	1,732,011	-7.24%
326,217	232,212	223,636	248,071	9.85%	INSURANCE		1,648,268	1,507,162	-9.36%	1,412,008	-16.73%
164,853	0	0	245,319	100.00%	HOSPITALIST PROGRAM		1,214,184	1,383,872	12.26%	1,138,553	-6.64%
849,319	944,621	948,025	986,077	3.86%	OTHER		5,746,108	5,304,307	-8.33%	4,952,538	-16.02%
14,006,146	15,017,961	14,366,867	15,873,599	9.49%	<b>TOTAL OPERATING EXPENSES</b>		85,452,761	87,527,443	2.37%	83,806,952	-1.96%
-298,489	872,802	579,083	2,571,535	77.48%	<b>TOTAL OPERATING MARGIN</b>		1,832,477	-5,605,965	-132.69%	1,360,813	-34.66%
391,419	-6,557	77,861	121,307	-35.81%	NON OPER REVENUE(EXPENSE)		-320,561	727,842	-144.04%	735,330	-143.59%
0	0	0	0	0.00%	OTHER NON-OP REV (EXP)		2,078,448	0	100.00%	0	0.00%
117,632	117,632	117,632	225,987	-47.95%	FEMA FUNDS		705,792	1,355,922	-47.95%	705,792	0.00%
-51,144	-51,401	-51,144	-53,033	3.56%	DISTRICT TAX REVENUES		-306,864	-318,198	3.56%	-317,962	3.49%
457,907	59,674	144,349	294,261	-50.95%	INTEREST EXPENSE		2,156,815	1,765,566	22.16%	1,123,160	92.03%
159,419	932,476	723,432	2,865,796	74.76%	<b>TOTAL NON-OP REV (EXPENSE)</b>		3,989,292	-3,840,399	203.88%	2,483,965	-60.60%
1,107.43	1,116.10	1,195.88	1,411.01	15.25%	<b>NET EXCESS / ( DEFICIT)</b>						
987.18	948.70	1,017.82	1,099.33	7.41%	<b>TOTAL PAID FTE'S (Inc Reg &amp; Cont.)</b>		1,125.09	1,363.34	17.48%	1,296.18	13.20%
18.53	16.29	18.77	18.67	-0.51%	<b>TOTAL WORKED FTE'S</b>		995.41	1,082.30	8.03%	1,039.74	4.26%
					<b>TOTAL CONTRACT FTE'S</b>		17.65	20.80	15.17%	20.90	15.56%

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

	<u>NOVEMBER 2025</u>	<u>DECEMBER 2025</u>	<u>DECEMBER 2024</u>
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
CASH	\$30,230,010	\$29,075,098	\$35,243,501
CASH - NORIDIAN AAP FUNDS	\$0	\$0	\$0
CASH - 3RD PRTY REPAYMENTS	\$2,618,646	-\$435,703	\$0
CDs - LAIF & CVB	\$66,244	\$66,244	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$118,124,952	\$119,456,514	\$102,911,046
LESS: ALLOWANCE FOR BAD DEBTS	-\$1,878,126	-\$939,806	-\$3,610,792
LESS: ALLOWANCE FOR CONTRACTUALS	-\$85,717,721	-\$85,946,975	-\$79,698,924
NET ACCTS RECEIVABLE	\$30,529,106	\$28,802,067	\$19,601,330
	25.84%	24.11%	19.05%
ACCOUNTS RECEIVABLE - OTHER	\$32,402,535	\$33,170,352	\$37,107,332
COST REPORT RECEIVABLES	\$59,499	\$59,499	\$1,206,822
INVENTORIES - SUPPLIES	\$3,598,553	\$3,466,605	\$2,851,361
PREPAID EXPENSES	\$1,701,228	\$1,557,177	\$2,058,579
<b>TOTAL CURRENT ASSETS</b>	<b>\$101,205,820</b>	<b>\$99,529,005</b>	<b>\$98,135,169</b>
<b>OTHER ASSETS</b>			
PROJECT FUND 2017 BONDS	\$783,840	\$783,840	\$426,322
BOND RESERVE FUND 2017 BONDS	\$968,373	\$968,373	\$968,349
LIMITED USE ASSETS	\$10,263	-\$27,532	\$126,631
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>\$62,981,523</b>	<b>\$62,943,728</b>	<b>\$66,722,440</b>
<b>PROPERTY, PLANT AND EQUIPMENT</b>			
LAND	\$6,883,278	\$6,883,278	\$2,633,026
BUILDINGS & IMPROVEMENTS	\$63,870,530	\$63,870,530	\$63,001,597
EQUIPMENT	\$67,981,285	\$68,043,879	\$65,101,660
CONSTRUCTION IN PROGRESS	\$6,005,106	\$6,010,606	\$35,272
LESS: ACCUMULATED DEPRECIATION	-\$105,098,318	-\$105,407,873	-\$101,481,005
<b>NET PROPERTY, PLANT, AND EQUIPMENT</b>	<b>\$39,641,881</b>	<b>\$39,400,420</b>	<b>\$29,290,550</b>
<b>TOTAL ASSETS</b>	<b>\$203,829,224</b>	<b>\$201,873,153</b>	<b>\$194,148,159</b>

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

	<u>NOVEMBER 2025</u>	<u>DECEMBER 2025</u>	<u>DECEMBER 2024</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>CURRENT LIABILITIES</b>			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$3,479,996	\$1,661,749	\$5,703,880
ACCOUNTS PAYABLE - ACCRUALS	\$5,506,609	\$6,646,624	\$10,229,434
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$6,195,285	\$6,864,806	\$7,275,984
COST REPORT PAYABLES & RESERVES	\$2,618,646	-\$435,703	\$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	\$0
INTEREST PAYABLE- GO BONDS	\$1,917	\$1,917	\$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	\$427,513	\$480,642	\$161,867
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	\$3,523,171	\$3,735,585	\$1,221,777
CURR PORTION- SKILLED NURSING CTR ADVANCE	\$0	\$0	\$0
CURRENT PORTION OF LONG-TERM DEBT	\$1,037,037	\$1,037,037	\$1,114,340
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$27,196,948</b>	<b>\$24,399,431</b>	<b>\$29,465,404</b>
<b>LONG TERM DEBT AND OTHER LIABILITIES</b>			
PMH RETIREMENT FUND - ACCRUAL	\$1,018,000	\$1,138,000	\$446,796
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	\$14,119,106	\$14,117,121	\$14,475,944
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>\$100,582,597</b>	<b>\$100,700,612</b>	<b>\$108,195,756</b>
FUND BALANCE AND DONATED CAPITAL			
NET SURPLUS (DEFICIT) CURRENT YEAR	\$72,783,818 \$3,265,861	\$72,783,818 \$3,989,292	\$54,003,039 \$2,483,960
<b>TOTAL FUND BALANCE</b>	<b>\$76,049,679</b>	<b>\$76,773,110</b>	<b>\$56,486,999</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$203,829,224</b>	<b>\$201,873,153</b>	<b>\$194,148,159</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
	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Dec-25
ADJ PATIENT DAYS	3,776	2,876	3,264	2,707	3,686	3,714	4,647	4,044	4,407	3,843	3,835	4,616	45,044
INPATIENT DAYS	1,769	1,275	1,350	1,110	1,542	1,632	1,684	1,458	1,651	1,435	1,472	1,766	18,144
IP ADMISSIONS	585	488	511	462	551	538	555	500	518	486	519	591	6,304
IP AVERAGE DAILY CENSUS	57	46	44	46	50	54	54	47	55	48	49	57	607
<b>GROSS PATIENT REVENUES</b>													
INPATIENT REVENUE	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	17,717,202	220,512,319
DAILY HOSPITAL SERVICES	4,623,907	3,923,533	4,460,991	4,502,920	4,627,358	4,467,121	1,774,557	1,896,971	1,848,468	1,986,576	1,928,149	2,046,747	38,087,298
INPATIENT ANCILLARY	19,402,543	15,365,879	14,010,106	13,170,259	14,494,947	14,665,377	14,632,616	13,910,745	15,730,535	16,721,879	14,649,679	15,670,455	182,425,021
OUTPATIENT ANCILLARY	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	28,589,731	326,928,351
<b>TOTAL PATIENT REVENUES</b>	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	46,306,933	547,440,670
<b>REVENUE DEDUCTIONS</b>													
MEDICARE CONTRACTUAL	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	10,865,907	135,793,243
MEDICAL CONTRACTUAL	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	13,155,413	167,773,575
SUPPLEMENTAL PAYMENTS	-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	-1,558,849	-8,702,125
PRIOR YEAR RECOVERIES	0	-15,505	-88,856	-467,741	0	0	0	994,668	0	-243,579	0	0	178,987
OTHER DEDUCTIONS	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	9,044,769	74,178,522
CHARITY WRITE OFFS	25,780	7,162	0	8,600	188,266	1,012,366	2,926	159,173	1,375,831	390,992	0	0	3,171,096
BAD DEBT PROVISION	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	500,000	7,148,136
INDIGENT CARE WRITE OFFS	-4,167	0	0	0	0	0	0	0	-4,167	-4,167	-4,167	-4,167	-20,835
<b>TOTAL REVENUE DEDUCTIONS</b>	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	32,003,073	379,520,600
<b>NET PATIENT REVENUES</b>	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	14,303,860	167,920,070
	69.40%	69.74%	68.97%	69.02%	69.03%	69.03%	68.97%	68.95%	69.05%	71.38%	69.01%	69.11%	69.33%
<b>OTHER OPERATING REVENUE</b>													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	343,185	362,386	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	322,016	642,090	5,569,280
<b>TOTAL OTHER REVENUE</b>	343,185	362,386	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	322,016	642,090	5,569,280
<b>TOTAL OPERATING REVENUE</b>	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	14,945,950	173,489,350
<b>OPERATING EXPENSES</b>													
SALARIES AND WAGES	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	6,289,771	75,380,626
BENEFITS	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	1,727,228	18,226,590
REGISTRY & CONTRACT	181,032	291,516	180,983	210,277	233,655	120,425	191,671	114,483	157,463	183,055	183,990	184,189	2,232,740
TOTAL STAFFING EXPENSE	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	8,201,188	95,839,956
PROFESSIONAL FEES	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	1,713,260	18,628,552
SUPPLIES	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	1,620,743	19,418,384
PURCHASED SERVICES	724,696	618,846	684,894	459,333	667,131	548,591	601,430	680,238	693,069	730,849	728,043	675,807	7,812,927
REPAIR & MAINTENANCE	820,025	266,691	723,397	662,344	733,946	591,319	713,336	617,305	666,485	471,500	603,894	674,653	7,544,895
PHYSICIAN GUARANTEES	0	0	0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORT	399,610	282,356	282,356	331,604	305,281	299,579	309,556	309,566	309,556	309,556	309,555	309,555	3,758,130
INSURANCE	222,108	239,646	204,757	224,447	222,120	40,139	246,647	286,130	292,266	273,371	326,217	223,636	2,801,484
HOSPITALIST PROGRAM	266,507	167,004	249,017	244,297	207,916	292,881	295,732	244,175	253,042	256,382	164,853	0	2,641,806
OTHER	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	948,025	11,164,075
<b>TOTAL OPERATING EXPENSES</b>	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	14,366,867	169,610,209
<b>TOTAL OPERATING MARGIN</b>	850,597	263,965	280,560	214,020	851,587	-414,071	306,504	-37,571	881,618	401,336	-298,488	579,083	3,879,140
<b>NON OPER REVENUE(EXPENSE)</b>													
OTHER NON-OPS REVENUE	-6,426	245,308	114,595	344	16,003	286,161	-1,109,043	171,783	68,041	79,378	391,419	77,861	335,424
FEMA FUNDS	0	0	0	0	0	0	715,753	0	0	0	0	0	715,753
DISTRICT TAX REVENUES	172,729	117,632	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	-51,350	-51,299	-51,247	-51,196	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-614,244
CARES HHS/ FEMA RELIEF FUNDING	0	0	0	0	0	0	1,362,695	0	0	0	0	0	1,362,695
<b>TOTAL NON-OPS REVENUE(EXPENSE)</b>	114,953	311,641	180,980	66,780	82,491	352,649	-326,802	1,600,966	134,529	145,866	457,907	144,349	3,266,309
<b>NET EXCESS / (DEFICIT)</b>	965,550	575,606	461,540	280,800	934,078	-61,422	-20,298	1,563,395	1,016,147	547,202	159,419	723,432	7,145,449
<b>TOTAL PAID FTE'S (Inc Reg &amp; Cont.)</b>	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	1,177.11	1,108.23
<b>TOTAL WORKED FTE'S</b>	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	999.05	976.66
<b>TOTAL CONTRACT FTE'S</b>	17.57	24.10	20.84	21.15	21.06	15.28	19.86	14.68	16.53	17.51	18.53	17.93	18.75
<b>PAID FTE'S - HOSPITAL</b>	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	1,066.40	974.79
<b>WKD FTE'S - HOSPITAL</b>	857.09	910.21	798.47	697.31	785.41	900.06	960.18	1,003.78	762.67	831.61	896.47	915.03	859.86

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

**1. Debt Service Coverage Ratio**

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

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

$$\text{DSCR} = \frac{\$11,517,812}{\$5,723,055} = 2.01$$

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

$$\text{DCOHR} = \frac{\$28,705,639}{\$165,852,090} = \frac{365 \text{ Days}}{365} = 63.2$$

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

$$\text{L.T.D.-C.R.} = \frac{\$104,395,985}{\$181,169,095} = 57.6$$

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

	Current Month 12/31/2025	Year-To-Date 6 Month 12/31/2025
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net Income (Loss)	723,432	3,989,293
Adjustments to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation	\$309,555	\$1,857,346
(Increase)/Decrease in Net Patient Accounts Receivable	(\$2,040,627)	(\$3,505,793)
(Increase)/Decrease in Other Receivables	(\$767,816)	(\$3,320,797)
(Increase)/Decrease in Inventories	\$131,948	(\$417,769)
(Increase)/Decrease in Pre-Paid Expenses	\$144,051	\$549,599
(Increase)/Decrease in Other Current Assets	\$0	\$3,233,154
Increase/(Decrease) in Accounts Payable	(\$1,818,247)	(\$2,003,378)
Increase/(Decrease) in Notes and Loans Payable	\$1,140,014	(\$3,273,018)
Increase/(Decrease) in Accrued Payroll and Benefits	\$669,521	(\$553,149)
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	(\$3,001,220)	(\$116,928)
<b>Net Cash Provided by Operating Activities:</b>	<b>(4,509,390)</b>	<b>(\$3,561,440)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of property, plant and equipment	(\$68,094)	(\$5,564,829)
(Increase)/Decrease in Limited Use Cash and Investments	\$37,795	\$29,319
(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>(\$30,299)</b>	<b>(\$5,859,693)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Increase/(Decrease) in Bond/Mortgage Debt	(\$1,985)	(\$11,912)
Increase/(Decrease) in Capital Lease Debt	\$0	\$0
Increase/(Decrease) in Other Long Term Liabilities	\$332,414	\$1,724,696
<b>Net Cash Used for Financing Activities</b>	<b>\$330,429</b>	<b>\$1,712,785</b>
(INCREASE)/DECREASE IN RESTRICTED ASSETS	<b>\$0</b>	<b>\$0</b>
<b>Net Increase/(Decrease) in Cash</b>	<b>(\$4,209,260)</b>	<b>(\$7,708,349)</b>
Cash, Beginning of Period	\$32,914,900	\$36,413,989
<b>Cash, End of Period</b>	<b>\$28,705,640</b>	<b>\$28,705,640</b>



## Key Operating Indicators

December 2025

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
<b>Volumes</b>						
Admits	591	636	591	3,169	3,249	3,039
ICU	86	112	112	621	673	673
Med/Surgical	1,191	1,221	1,221	6,008	5,760	5,760
Newborn ICU	76	135	135	603	668	668
Pediatrics	78	76	76	352	319	319
Obstetrics	335	451	451	1,882	2,307	2,307
<b>Total Patient Days</b>	<b>1,766</b>	<b>1,995</b>	<b>1,995</b>	<b>9,466</b>	<b>9,727</b>	<b>9,727</b>
Adjusted Patient Days	4,616	4,604	4,604	25,382	22,914	22,914
Average Daily Census	57	64	64	51	53	53
Average Length of Stay	2.16	3.14	2.81	0.89	2.99	2.72
Deliveries	121	200	170	606	1,096	999
E/R Visits	3,849	4,624	4,803	21,125	21,971	23,033
Surgeries	186	331	304	1,352	1,846	2,163
Wound Care	272	136	258	1,682	852	1,764
Pioneers Health Center	2,485	2,305	3,496	14,828	14,262	16,017
Calexico Visits	958	891	1,232	5,859	4,886	5,391
Pioneers Children	673	881	984	4,028	5,013	4,333
Outpatients (non-ER/Clinics)	6,617	6,154	7,619	37,718	41,812	39,892
Surgical Health	64	53	43	352	396	324
Urology	204	336	290	1,548	2,062	2,083
WHAP	327	379	362	2,061	2,468	2,625
C-WHAP	414	583	400	3,287	3,261	1,946
CDLD	186	97	96	860	244	264
Skilled Nursing	2,195	2,435	2,214	13,068	14,609	13,159
<b>FTE's</b>						
Worked	1,017.82	1,099.33	948.70	995.41	1,082.30	1,039.74
Paid	1,195.88	1,411.01	1,116.10	1,125.09	1,363.34	1,296.18
Contract FTE's	18.77	18.67	16.29	17.65	20.80	20.90
FTE's APD (Worked)	6.84	7.40	6.39	7.22	7.23	8.35
FTE's APD (Paid)	8.03	9.50	7.51	8.16	9.10	10.41
<b>Net Income</b>						
Operating Revenues	14,945,950	18,445,134	15,890,763	\$87,285,238	\$81,921,477	\$85,167,765
Operating Margin	579,083	2,571,535	872,799	\$1,832,477	-\$5,605,965	\$1,360,813
Operating Margin %	3.9%	13.9%	5.5%	2.1%	-6.8%	1.6%
Total Margin	723,432	2,865,796	932,476	\$3,989,292	-\$3,840,399	\$2,483,965
Total Margin %	4.8%	15.5%	5.9%	4.6%	-4.7%	2.9%

## Exhibit A - December 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	121	0	0	0	0	0	0	606	606
Budget	162	181	195	171	187	200	162	156	178	177	177	177	2,123	1,096
Prior FY 2025	152	167	184	159	167	170	148	169	178	266	141	110	2,201	999
<b>E/R Visits</b>														
Actual	3,297	3,346	3,710	3,318	3,605	3,849	0	0	0	0	0	0	21,125	21,125
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	21,971
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	23,033
<b>Surgeries</b>														
Total Actual	261	258	236	222	189	186	0	0	0	0	0	0	1,352	1,352
Total Budget	335	309	275	295	301	331	312	219	275	295	295	295	3,537	1,846
Prior FY 2025	312	403	369	452	323	304	366	251	299	277	287	233	3,510	2,163
<b>Calexico</b>														
Actual	1,124	961	1,002	914	900	958	0	0	0	0	0	0	5,859	5,859
Budget	722	760	831	906	776	891	957	944	1,074	873	873	873	10,480	4,886
Prior FY 2025	621	675	829	915	1,119	1,232	1,012	948	1,074	1,174	923	1,034	11,556	5,391
<b>Pioneers Health Center</b>														
Actual	2,654	2,539	2,630	2,251	2,269	2,485	0	0	0	0	0	0	14,828	14,828
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	14,262
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	16,017
<b>Pioneers Children</b>														
Actual	660	734	766	622	573	673	0	0	0	0	0	0	4,028	4,028
Budget	723	799	846	906	858	881	905	798	839	839	839	839	10,072	5,013
Prior FY 2025	358	376	765	841	1,009	984	878	734	845	728	749	659	8,926	4,333
<b>Outpatients</b>														
Actual	6,548	6,085	6,669	5,825	5,974	6,617	0	0	0	0	0	0	37,718	37,718
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	41,812
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	39,892
<b>Wound Care</b>														
Actual	297	281	272	323	237	272	0	0	0	0	0	0	1,682	1,682
Budget	197	160	118	122	119	136	167	112	104	137	137	137	1,646	852
Prior FY 2025	270	327	332	326	251	258	293	304	287	292	242	270	3,452	1,764
<b>WHAP</b>														
Actual	378	373	383	324	276	327	0	0	0	0	0	0	2,061	2,061
Budget	378	513	392	415	391	379	425	320	336	394	394	394	4,731	2,468
Prior FY 2025	330	443	388	414	688	362	427	325	342	367	375	369	4,830	2,625
<b>C-WHAP</b>														
Actual	738	657	651	424	403	414	0	0	0	0	0	0	3,287	3,287
Budget	465	457	588	610	558	583	581	379	445	518	518	518	6,220	3,261
Prior FY 2025	131	95	365	403	552	400	425	441	432	419	599	588	4,850	1,946

# Imperial Valley Healthcare District

**BOARD MEETING DATE:** January 19, 2026

**SUBJECT:** Approval of Notable Annual Solutions Renewal Agreement

The Purpose of this request is to seek Financial Committee approval of agreement with Notable for Annual Solutions renewal. The renewal agreement will support current operations with online registrations and maximize utilizations.

**BACKGROUND:**

Notable is an online registration and engagement platform designed to streamline the patient intake process, reduce waiting times, and improve operational efficiency. The system supports online digital registration, and secure co-payment collection across Clinic locations and Hospital Radiology services. Continued use of this platform enables the organization to maintain modern access standards, optimize front-end workflows, and support revenue cycle performance.

**KEY ISSUES:** None

**CONTRACT VALUE:**

- \$214,620 for a one-year term
- \$225,351 for a two-year term

**CONTRACT TERM:** Three years: December 29, 2025 – December 28, 2027

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** Administration - Dues

**RESPONSIBLE ADMINISTRATOR:** Carly Loper CFO

**REVIEWED BY LEGAL:**  Yes  No **N/A**

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

**RECOMMENDED ACTION:**

Approve the renewal agreement with Notable in the amount selected by the Finance Committee and authorize the appropriate administrator to execute all related documents.





## ORDER FORM #2

<b>Customer Name:</b> Pioneers Memorial Healthcare District	<b>Subscription Start Date:</b> December 29 2025
<b>Customer's Billing Address:</b> 207 West Legion Road Brawley, California 92227, United States	<b>Subscription End Date:</b> December 28, 2027
<b>Customer's Billing Email:</b> cloper@pmhd.org	<b>Contract Term:</b> 3 years
<b>Payment Terms:</b> Net 30	<b>Notable AR Contact:</b> AR@notablehealth.com
<b>PO Required?</b> : No	<b>Sales Tax Exemption:</b> Yes
<b>Offer Valid Until:</b> December 30, 2025	<b>Renewal Term:</b> Annual Solutions renew for one-year periods unless a party provides written notice of non-renewal at least 90 days before the current term ends.

Solution	Comments	Year 1 Fees	Year 2 Fees
<b>Notable Platform</b>	<ul style="list-style-type: none"><li>Noteworthy Passes: 2</li><li>Flow Builder Seats: 2</li></ul>	\$150,000 \$63,000	\$150,000 \$66,150
<b>Committed Utilization</b>	5% discount to the rates listed in the Rate Card when consuming Credits	\$151,620	\$159,201
<b>Prepaid Services</b>	Prepaid Services hours: No hours are included in this order form	n.a.	n.a.
<b>Total Annual Solutions Fees</b>		\$214,620	\$225,351
<b>Total Fees</b>		\$214,620	\$225,351

*Notable Platform and Committed Utilization fees increase by 5% annually upon renewal. Amounts shown above do not include any taxes that may apply, which are the responsibility of Customer. This is not an invoice.*

*Customer is purchasing Prepaid Services hours to be utilized towards the mutually agreed upon scope. Thereafter, additional services to complete implementation or deploy additional Flows will be charged at then current standard rates, which are currently \$250/hour/resource. Notable will provide monthly statements detailing hours used during the prior month. Any additional hours will be invoiced monthly based on the hours provided the preceding month. Additional Services not included in this Order Form will be mutually agreed upon in advance and documented in a project charter or equivalent project planning document.*

### Invoice Schedule

Date	Amount
12/29/2025	\$214,620
12/29/2026	\$225,351

In the event that any portion of the services or fees under this Order Form overlaps with a prior Agreement between the parties, the overlapping amount shall be credited to the Customer on a prorated basis, calculated from the effective date of this Order Form.

This Order Form between Notable and Customer ("Order Form") is executed under and incorporates the Notable Master Service Agreement and its exhibits, including: Exhibit 1, Notable Enterprise Terms; Exhibit 2, Service Level Agreement; Exhibit 3, Product Specific Terms; and Exhibit 4, Peak™ Terms and Conditions (collectively, the "Agreement"). This Order Form specifies the products, services, pricing, and commercial terms for this particular engagement. In the event of a conflict between the terms of this

Order Form and the Agreement, the terms of this Order Form shall control. This Order Form replaces Order Form dated 12/29/2024.

ZEALTH, INC., DBA NOTABLE		CUSTOMER	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

# Imperial Valley Healthcare District DBA Pioneers Memorial Hospital

## **CONSENT AGENDA**

**BOARD MEETING DATE:** 01/2026

**SUBJECT:** Renew contract with Agiliti Equipment Service Agreement.

**BACKGROUND:** The existing 3-year service agreement with Agiliti is expiring 12/30/2025 with an extension to sign agreement to 1/25/2026. The renewal of this contract is essential to ensure continued support and service coverage for diagnostic equipment within the Departments.

**KEY ISSUES:** The current 3-year contract ends on 12/30/2025.

Approval of a new contract is required to maintain uninterrupted repair coverage for multiple equipment within the departments, especially Radiology.

Failure to renew would place our diagnostic imaging operations at risk in the event of equipment failure, potentially impacting patient care and departmental efficiency.

**CONTRACT VALUE:** Agiliti Equipment Service Coverage:

Monthly Cost: \$33,358

18-month Total: \$600,444

**CONTRACT TERM:** 18 months

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** Operational

**RESPONSIBLE ADMINISTRATOR:** Christopher R. Bjornberg

**DATE SUBMITTED TO LEGAL:** 1/2026 **REVIEWED BY LEGAL:** Yes

**RECOMMENDED ACTION:** Approve and renew the 3-year contract with Agiliti to continue repair coverage for the Department equipment, ensuring uninterrupted service and support.

## SUPPLEMENTAL EQUIPMENT SERVICES AGREEMENT

This Services Agreement (“Agreement”) between Agiliti Health, Inc. (“Agiliti”) and Imperial Valley Healthcare District dba Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. Seq.*, (“Customer”) is effective as of the date of the last signature below (“Effective Date”). This Agreement has no force and effect unless it is signed by Customer on or before January 25, 2026 and thereafter signed by Agiliti.

On the Effective Date this Agreement supersedes and replaces all prior clinical engineering agreements with Customer.

**Services.** Customer engages Agiliti to perform the services described in the Exhibit(s) (“Services”) on the equipment listed (“Equipment”) and for the fees (“Fees”) set forth in the Equipment and Fees Exhibit.

**Target Implementation Date.** The parties anticipate that Services under this Agreement will commence on a date that is no more than sixty (60) days following the Effective Date (the “Target Implementation Date”).

**Term.** This Agreement begins on the Effective Date and continues in effect for three (3) years unless it is terminated sooner pursuant to the Terms and Conditions Exhibit.

**Incorporation of Exhibits.** The following Exhibits are incorporated into this Agreement:

- Supplemental Equipment Services Exhibit
- Vendor Management Exhibit and General Agency Appointment
- Equipment and Fees Exhibit
- Terms and Conditions Exhibit
- Implementation Schedule Exhibit

ACCEPTED AND AGREED TO:

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

Signature \_\_\_\_\_

\_\_\_\_\_  
(print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

**Agiliti Health, Inc.**  
11095 Viking Drive, Suite 300  
Eden Prairie, Minnesota 55344

Signature \_\_\_\_\_

\_\_\_\_\_  
(print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

## **SUPPLEMENTAL EQUIPMENT SERVICES EXHIBIT**

Agiliti will provide the Services described in this Exhibit on the Customer-owned Equipment identified in the Equipment and Fees Exhibit. Agiliti will provide the Services, Monday through Friday, 8:00 am to 5:00 pm, excluding Agiliti standard holidays (“Normal Working Hours”) and will provide Services outside of Normal Working Hours as needed for additional Fees as set forth in the Non-Contracted Hourly Rates Section of the Equipment and Fees Exhibit.

### **1. EQUIPMENT SERVICES**

Agiliti will perform the following equipment tracking, electrical safety, preventative maintenance and repair services (collectively such services constitute a “Full Service” offering) on Equipment covered for such services as shown in the Equipment and Fees Exhibit. Agiliti will perform services in compliance with the applicable standards of The Joint Commission and the National Fire Protection Association (“NFPA 99”). To the extent there is a change in The Joint Commission and/or the NFPA 99 standards, or any other applicable standards, that results in a material change to the scope of Agiliti’s Services not contemplated by this Agreement, the parties will mutually agree upon a corresponding adjustment in Agiliti’s Fees.

- 1.1. Equipment Tracking.** For the Equipment covered for equipment tracking Agiliti will identify and input equipment detail into Agiliti’s Computerized Maintenance Management System (CMMS) on an annual basis.
- 1.2. Electrical Safety.** For the Equipment covered for electrical safety, Agiliti will provide electrical safety services, which include Equipment inspection and Equipment testing for electrical safety defects. Agiliti will report identified defects to Customer. Repairs to correct defects are the sole responsibility of Customer, unless Customer purchased repair services for the Equipment.
- 1.3. Contract Documentation.** For the Equipment covered for contract documentation Agiliti will work with the Customer-contracted Vendor(s) to request repairs and service on Customer Equipment and maintain service records in Agiliti’s CMMS. In addition, Agiliti will schedule routine maintenance with the Vendor(s) and maintain routine maintenance records in Agiliti’s CMMS. Any costs incurred outside of the coverage within the vendor agreement are to be managed between the facility and the service provider.
- 1.4. Preventative Maintenance.** For the Equipment covered for preventative maintenance, Agiliti will provide preventative maintenance services. Preventative maintenance services include, inspection for mechanical defects, performance verification of operator controls and adjustments, calibration verification, inspection for ground integrity and current leakage and documentation of results. Manufacturer’s specifications and guidelines, when available, will be used as source documents for preventative maintenance services. Agiliti will report identified defects to Customer. Repairs to correct defects are the sole responsibility of Customer, unless Customer has purchased repair services for the Equipment. Preventative maintenance does not include periodic Equipment overhauls, which involve equipment refurbishment or renovation, as recommended by a manufacturer.

If the Equipment is in use or cannot be found at the time Services are to be performed, Customer shall have an additional thirty (30) days to make the Equipment available for Service before Agiliti considers the Equipment to be overdue for Services. If the Equipment

is unavailable at the time of a scheduled trip to Customer's location, Agiliti may charge additional fees for the Services. When Customer provides Agiliti with access to that Equipment, Agiliti shall perform the Services, however, Agiliti may need to perform an inspection of the Equipment which may incur an additional cost. The foregoing notwithstanding, if the Equipment is not found by the last day of the second month after the Equipment is overdue for Service, Agiliti shall remove the Equipment from coverage under this Agreement, with a corresponding reduction of Fees. Customer acknowledges and accepts that the non-performance of scheduled maintenance Services on Equipment as provided for in this Agreement may result in injury to others or damage to the Equipment beyond normal wear and tear to the Equipment. Customer releases Agiliti from any and all damages, claims, loss and liabilities related to the non-performance of Services on the Equipment due to the Equipment being overdue for Services because the Equipment was in use or lost.

**1.5. Repairs.** For the Equipment covered for repairs, Agiliti will provide repair services, which are performed so that the Equipment will function in accordance with manufacturer's specifications and guidelines. Repair services include the identification of factors contributing to the Equipment's performance and operation. In performing repairs services, Agiliti will consult with Customer's staff, as appropriate. If Agiliti in good faith determines that certain repair services are impractical due to Equipment age, obsolescence, condition or limited availability of parts or Agiliti in good faith determines that the repair costs are estimated to exceed 50% of the Equipment replacement cost, Agiliti will discuss the practicality of Equipment repair and Equipment replacement with Customer.

## **2. EXCLUSIONS**

The following are not covered Services or Equipment and are excluded under this Exhibit:

- 2.1. Service required by causes outside of Agiliti's control, including, but not limited to:
  - 2.1.1. Customer's instructions (such as requests to perform services outside of manufacturer's specifications or guidelines or services necessitated by an earlier Customer directive to not perform certain services such as preventative services);
  - 2.1.2. The failure of others to follow Agiliti or manufacturer's instructions;
  - 2.1.3. Improper use, maintenance, handling or storage of Equipment by anyone other than Agiliti;
  - 2.1.4. Use of accessories or parts with the Equipment that are not provided by Agiliti or the original equipment manufacturer;
  - 2.1.5. Customer's failure to install upgrades;
  - 2.1.6. Original Equipment Manufacturer ("OEM") service limitations on Equipment;
  - 2.1.7. Extraordinary events such as fires, floods, windstorms, explosions, strikes, walk outs, riots, natural disasters, mechanical breakdowns, power outages, interruptions in telecommunications, material shortages, acts of terrorism and wars; and

- 2.1.8. Customer's infrastructure, such as electrical surges, moisture in air lines, inadequate ventilation, improper operating temperature, improper storage and improper installation by persons other than Agiliti.
- 2.2. Refurbishments, restorations, overhauls and enhancements to Equipment, including without limitation, sharpening, welding, upgrades, modifications, crystal regeneration and software, software media and software installation and other service work that is beyond the scope of preventative maintenance to the Equipment and is not necessary to restore the Equipment to operation in accordance with manufacturer's specifications or guidelines.
- 2.3. Service required because of installation, relocation or certification surveys.
- 2.4. Service required under a manufacturer's warranty.
- 2.5. Service required due to physical damage. Physical damage is defined as damage to Equipment caused by incorrect handling or misuse, including but not limited to drops, collisions, punctures, and improper cleaning, by non-Agiliti personnel (including without limitation Customer personnel and/or patients).
- 2.6. All disposables and consumables.
- 2.7. Replacement of accessories that are exchangeable or can be installed by users.
- 2.8. All glassware excluded except as specified in the Equipment and Fees Exhibit.
- 2.9. Replacement of batteries, power cells, arrays, patient interface cables, paddles, electrodes, cathode ray tubes, transducers, therapy sources, film, external heating elements, cuffs, hoses, probes, power cords, reagents, paper products, rubber seals/goods, filters, tubing, styli, refrigerants, solvents, solutes, ink, fiber optics and bundles, torches/lamps/bulbs.
- 2.10. CT Tubes, PET Radiation Sources, magnet replacement, magnet service, MRI cryogens, coldhead subsystems and magnet parts, magnet quenches, helium refills, chiller systems, injectors, except where coverage of such is set forth in the Equipment and Fees Exhibit.
- 2.11. Replacement of flat panel digital detectors, recorders, readers, scanners, printers, spot film units, cassettes, cassette holders/magazines or trays and other similar devices. Individually serialized components will be repaired and maintained in accordance with the assigned coverage code. Replacement of the entire unit(s) is excluded.
- 2.12. Other exclusions set forth in the Equipment and Fees Exhibit.

### **3. CUSTOMER RESPONSIBILITIES**

Customer will perform the following:

- 3.1. **Training.** When training is available to Customer from a manufacturer as part of an Equipment purchase or a service contract, Customer will invite Agiliti personnel to participate as Customer's representatives. If the manufacturer charges a fee for the training, Customer will notify Agiliti of the fee amount, in advance of the training, and if Agiliti participates, Agiliti will reimburse Customer for fees incurred as a result of Agiliti personnel participation in the training.

- 3.2. **Service Manuals.** Providing a library of information regarding inspection, testing, and maintenance for customer-owned medical equipment is the responsibility of the customer. Customer will provide Agiliti with access to manuals, procedures, technical bulletins and other information provided by the equipment manufacturer. In the event the customer does not have a required document, they will assist Agiliti in the procurement of manufacturer's documentation for all Equipment required. The manuals will remain the property of Customer.
- 3.3. **Manufacturer Repair.** Customer will obtain pre-approval from Agiliti, which approval will not be unreasonably withheld, before requesting or obtaining service for Equipment by a manufacturer or other vendor. Customer is solely responsible for any manufacturer and other vendors that it hires without Agiliti's prior written approval, and hiring a vendor to perform service on the Equipment may cause Agiliti to, in its sole discretion, increase the base fee for the Services set forth herein.
- 3.4. **Equipment Preparation.** Customer will have Equipment in proper operating condition at the time Agiliti begins to provide Services for such Equipment. Within 90 days of the Effective Date, Agiliti will conduct an inspection of Customer's Equipment to confirm that all Equipment is in such proper operating condition and is compliant with all OEM inspection intervals. Equipment that does not meet manufacturer's specifications and guidelines will be deemed to be "not in proper operating condition." Within 30 days from the completion of Agiliti's inspection, Customer may bring the Equipment up to proper operating condition or may contract with Agiliti to do so. If Customer does not bring the Equipment up to proper operating condition, Agiliti may remove such Equipment from the program.
- 3.5. **Implementation Assistance.** In order to enable the parties to meet the Target Implementation Date, Customer will timely provide Agiliti without charge: (i) a reasonably satisfactory on-site work area; (ii) access to a secured network, either an enterprise-grade Customer network and/or a dedicated vendor secured network (Guest Wi-Fi access is not adequate); (iii) notification of connectivity changes (passwords, etc.) that may affect Agiliti's connection prior to the changes to ensure ongoing operations; (iv) cooperation in the collection and analysis of data, including without limitation, vendor contracts, Customer credentialing and other HR requirements and other data necessary for the purpose of utilization and equipment usage review; (v) assistance in scheduling meetings with necessary Customer stakeholders as necessary to facilitate implementation; and (vi) cooperation in resolving connectivity gaps identified by Agiliti, which will be shared with the Customer. The parties will work together in good faith to establish an implementation timeline as of the Effective Date, to meet the requirements outlined in this section.
- 3.6. **Equipment Decontamination.** Customer will notify Agiliti of any Equipment exposed or suspected to be exposed to contamination. Customer must decontaminate all such Equipment and dispose of all contaminated accessories prior to handing the Equipment over to Agiliti and will provide proof or documentation of such decontamination or disposal. Customer is responsible for all expenses associated with decontaminating or disposing the Equipment.
- 3.7. **Reasonable Assistance.** Customer will provide Agiliti with access to the Equipment and a suitable work area on Customer's premises and will provide Agiliti with reasonable cooperation in its performance of Services. Customer will provide a final inventory, in Agiliti's requested format prior to the Target Implementation Date. Customer will notify

Agiliti of the failure of any Equipment to perform in accordance with manufacturer's specifications or guidelines, regardless of whether patient injury results. Customer will give the notice within 24 hours of discovering the failure and will include sufficient details to permit the parties to collaborate on developing an investigation plan. Customer will provide Agiliti with signed service contracts, payment information and contact information with their suppliers for all Equipment listed in the Equipment and Fees Exhibit.

After the Effective Date, Agiliti will complete an inventory reconciliation ("Reconciliation"). The Reconciliation will compare the contracted inventory and coverage levels to the existing inventory and coverage levels. Upon delivery of the Reconciliation, Customer will have 30 days to dispute any discrepancies. Following Reconciliation, adjustments will be implemented for inventory and coverage changes.

## **VENDOR MANAGEMENT EXHIBIT & GENERAL AGENCY APPOINTMENT**

Agiliti will manage vendors that provide certain services to Customer and such services are referred to in this Exhibit as "Vendor Management Services."

### **1. GENERAL AGENCY AUTHORIZATION**

Notwithstanding anything in this Agreement to the contrary, Customer appoints Agiliti as its duly authorized general agent to act on Customer's behalf in conducting the following Vendor Management Services:

- 1.1 Consulting with any and all persons or entities to service or advise on the servicing of medical equipment ("Service Vendors").
- 1.2 Monitoring the Service Vendors' performance of services to Customer, regardless of whether the services are performed under a service agreement with Customer or Agiliti, or on a time and materials basis.
- 1.3 Obtaining service support, service agreements, parts, parts pricing, service agreement pricing, technical information, service histories and time and materials service support costs for medical equipment.
- 1.4 Paying Service Vendors that are engaged to service medical equipment pursuant to the terms of this Exhibit.
- 1.5 Consulting, negotiating and entering into agreements with any Service Vendor with respect to any medical equipment maintenance and/or repair service that the Service Vendor will perform on medical equipment.

### **2. SERVICE VENDOR INFORMATION**

- 2.1 Customer will give Agiliti copies of all service agreements it has in effect with Service Vendors that will be subject to Vendor Management Services; however, if the terms of these agreements prohibit such disclosure, Customer will not disclose the service agreements to Agiliti, unless and until it obtains any necessary Service Vendor approvals, which Customer will use its best efforts to secure. Customer will also provide any recent payment information, including payment records and invoices, regarding such Service Vendors within 30 days from the Effective Date.
- 2.2 Agiliti will limit its use of non-public product and service information that Service Vendors identify as proprietary and that Customer or Agiliti have agreed to hold in confidence ("Vendor Proprietary Information") for the sole purpose of fulfilling the Vendor Management obligations. Agiliti will limit access to any knowledge of such Vendor Proprietary Information to its vendor management team and to those Agiliti representatives who have a need to know for purpose of evaluating the Vendor Proprietary Information and the performance of any services.

### **3. ACCEPTANCE BY CUSTOMER**

This General Agency Appointment is effective immediately and continues in force until the earlier of the date that it is revoked in writing by an authorized representative of Customer or the

date that the Vendor Management Services end. Upon expiration or termination of Vendor Management Services, Customer will be fully responsible for managing its rights and obligations under the service agreements it holds directly with vendors and will cooperate with Agiliti in providing such vendors with notice of the cessation of Vendor Management Services by Agiliti. Agiliti will provide such notice to vendors that entered into service agreements directly with Agiliti to provide services to Customer. Customer will reimburse Agiliti for any prepayments that Agiliti made to Customer's vendors for services to be performed after the cessation of Vendor Management Services.

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

Signature \_\_\_\_\_

\_\_\_\_\_ (print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

## EQUIPMENT AND FEES EXHIBIT

- 1 **Equipment Adjustment.** The Equipment listed below will be updated and reflected on the monthly invoice, with an adjustment in Fees, as appropriate.
- 2 **Taxes and Fees.** Fees are exclusive of taxes and incremental third party costs incurred based on Customer direction. All sales, use, excise or similar taxes and incremental third party costs relating to the Services are Customer's sole responsibility. Agiliti may increase Fees by 5% once every 12 months. The increase is applied on a cumulative basis beginning on either the Agreement Effective Date or date of last increase, whichever is later. Not raising fees is not a waiver of Agiliti's right to do so. Additionally, upon 15 days prior written notice, Agiliti may adjust Fees in response to any tariffs, duties, or similar changes in law, policy or inflationary pressures that impact Agiliti's costs and/or abilities to fulfill its obligations under this Agreement. Fees for Services under this Agreement will commence on no later than the Target Implementation Date unless otherwise agreed to by the Parties in writing.
- 3 **Monthly Base Fee.** The Monthly Base Fee is \$33,358.00 per Agreement month for Services provided during Normal Working Hours. Agiliti will provide Services outside of Normal Working Hours as needed for additional Fees as set forth in the Non-Contracted Hourly Rates Section below.
- 4 **Non-Contracted Hourly Rates.** At Customer's request, Agiliti may agree to perform services excluded from or not described in the Supplemental Equipment and Vendor Management Services Exhibit. To the extent Agiliti agrees to perform such services, they will be deemed "Services" and the additional Fees for such Services will be as follows:

General Biomedical/Computer, PM, Repair and Travel	\$155 per hour
Respiratory/Laser, PM, Repair and Travel	\$205 per hour
Laboratory/Sterilizers/Anesthesia PM, Repair and Travel	\$235 per hour
Radiology, Low End (Ultrasound, C-Arm, Portable, R&F) PM, Repair and Travel	\$260 per hour
Nuclear Medicine, Mammography PM, Repair and Travel	\$330 per hour
Radiology, High End (Cath Lab/CT/MRI) and Travel	\$385 per hour
Professional Consulting Services	\$225 per hour
After-Hour Services	one and one-half (1½) times the hourly rates above with a minimum two hour charge.

After-hour Services are performed on an urgent basis at Customer's request. Non-Contracted Services will be invoiced on a per service event basis.

For field repair services, a minimum two hour fee will be charged per service event. For depot repair services, a minimum one hour fee will be charged (including estimates provided that Customer declines) per event/order. Depot repair services are Services provided by Agiliti at a designated Agiliti Center of Excellence. Parts will be charged at standard Agiliti rates.

- 5 **Professional Consulting Services.** Professional consulting includes, without limitation, feasibility studies, product comparisons, cash flow analysis, new revenue analysis, utilization studies, acquisition options, proposal and quotation review, fair market value analysis, capital planning and budgeting, request for proposal generation, and other mutually agreed upon efforts. Customer may obtain professional consulting hours for the Fee as set forth above.

## 6 Customer Equipment

“ET” means Agiliti will provide Equipment Tracking Services on Equipment.

“ES” means Agiliti will provide Equipment Tracking and Electrical Safety Services on Equipment.

“PM” means Agiliti will provide Equipment Tracking, Electrical Safety, and Preventative Maintenance Services on Equipment. “PMNP” means, PM Services, all parts are excluded.

“FS” means Agiliti will provide Full Service coverage on Equipment which includes Equipment Tracking, Electrical Safety, Preventative Maintenance and Repair Services on Equipment.

“FSNP” means FS Services, all parts are excluded.

“CD” means Agiliti will provide Contract Documentation Services.

Location	Manufacturer	Model Name	Model ID	Description	Agiliti Coverage	Quantity	PM Frequency	Contract Specifics
Pioneers Memorial Hospital	GE Healthcare	Voluson E6	VOLUSON E6	Scanning Systems, Ultrasonic, General-Purpose	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Probes Included: 2 Standard Probes per Year</li> <li>•Excluded: Specialty Probe, American College of Radiology Tune, Physical Abuse</li> </ul>
Pioneers Memorial Hospital	Konica Minolta	CS-7	CS-7	Workstations, Digital Radiography	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•Included: Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Remote system monitoring</li> </ul>
Pioneers Memorial Hospital	Konica Minolta	CS-7	CS-7	Workstations, Digital Radiography	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•Included: Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Remote system monitoring</li> </ul>

Location	Manufacturer	Model Name	Model ID	Description	Agiliti Coverage	Quantity	PM Frequency	Contract Specifics
Pioneers Memorial Hospital	Konica Minolta	CS-7	CS-7	Workstations, Digital Radiography	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•Included: Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Remote system monitoring</li> </ul>
Pioneers Memorial Hospital	Konica Minolta	CS-7	CS-7	Workstations, Digital Radiography	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•Included: Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Remote system monitoring</li> </ul>
Pioneers Memorial Hospital	Konica Minolta	CS-7	CS-7	Workstations, Digital Radiography	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•Included: Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Remote system monitoring</li> </ul>
Pioneers Memorial Hospital	Shimadzu Medical Systems	DAR 8000I	NON-ECRI DAR 8000I	RADIOGRAPHIC/FLUOROSCOPIC SYSTEMS	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Image Intensifiers</li> <li>•Excluded: Dynamic Detectors</li> </ul>
Pioneers Memorial Hospital	Shimadzu Medical Systems	RADSpeed	UD150B	Radiographic Units, Mobile	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence)</li> </ul>

Location	Manufacturer	Model Name	Model ID	Description	Agiliti Coverage	Quantity	PM Frequency	Contract Specifics
Pioneers Memorial Hospital	Shimadzu Medical Systems	RADSpeed	UD150B	Radiographic Units, Mobile	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence)</li> </ul>
Pioneers Memorial Hospital	Shimadzu Medical Systems	MobileDaRt Evolution	MUX-2000-XC	Radiographic Units, Mobile	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence)</li> <li>•Excluded: Portable Batteries</li> </ul>
Pioneers Memorial Hospital	APC	APC Smart-UPS XL 1000VA	(blank)	(blank)	FS	1	Annual	<ul style="list-style-type: none"> <li>•Onsite Response Time: 4 Hours</li> <li>•Hours of Coverage: M-F, Extended Hours (e.g. 8am-9pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•95% Up Time</li> <li>•Excluded: Batteries and Replacements</li> </ul>

Location	Manufacturer	Model Name	Model ID	Description	Agiliti Coverage	Quantity	PM Frequency	Contract Specifics
Pioneers Memorial Hospital	GE	INNOVA IGS 530	(blank)	(blank)	FS	1	Semi Annual	<ul style="list-style-type: none"> <li>•Onsite Response Time: 4 Hours</li> <li>•Hours of Coverage: M-F, Extended Hours (e.g. 8am-9pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•98% Up Time</li> <li>•Included: Tubes, Glassware, Detectors Coverage, Remote Support</li> <li>•Excluded: Large Format Monitors</li> </ul>
Pioneers Memorial Hospital	GE	Advantage Workstation	(blank)	(blank)	FS	1	Annual	<ul style="list-style-type: none"> <li>•Onsite Response Time: 4 Hours</li> <li>•Hours of Coverage: M-F, Extended Hours (e.g. 8am-9pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•98% Up Time</li> <li>•Included: Remote Support</li> </ul>
Pioneers Memorial Hospital	GE	Lunar IDXA	(blank)	(blank)	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> </ul>

Location	Manufacturer	Model Name	Model ID	Description	Agiliti Coverage	Quantity	PM Frequency	Contract Specifics
Pioneers Memorial Hospital	GE	OEC 9900 Elite	(blank)	(blank)	FS	2	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Image Intensifiers</li> <li>•Excluded: Portable Batteries, Dynamic Detectors</li> </ul>
Pioneers Memorial Hospital	GE	OEC 9800+	(blank)	(blank)	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Image Intensifiers</li> <li>•Excluded: Portable Batteries, Dynamic Detectors</li> </ul>
Pioneers Memorial Hospital	Philips	Veradius	(blank)	(blank)	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Image Intensifiers</li> <li>•Excluded: Portable Batteries, Dynamic Detectors</li> </ul>

Location	Manufacturer	Model Name	Model ID	Description	Agiliti Coverage	Quantity	PM Frequency	Contract Specifics
Pioneers Memorial Hospital	Hologic	Fluoroscan Insight C-Arm Mini 1	(blank)	(blank)	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Image Intensifiers</li> <li>•Excluded: Portable Batteries, Dynamic Detectors</li> </ul>
Pioneers Memorial Hospital	SHIMADZU	FLUOROSPE ED/DAR8K	(blank)	(blank)	FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence), Image Intensifiers</li> <li>•Excluded: Portable Batteries, Dynamic Detectors</li> </ul>
Pioneers Memorial Hospital	FUJI	Mamo CLEARVIE W CR-IR368	(blank)	(blank)	Not Covered	1	Annual	
Pioneers Memorial Hospital	New Canon	Mobile soltus 500	(blank)	(blank)	FS	2	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence)</li> <li>•Excluded: Portable Batteries</li> </ul>

Location	Manufacturer	Model Name	Model ID	Description	Agiliti Coverage	Quantity	PM Frequency	Contract Specifics
Pioneers Memorial Hospital	Canon	Mobile 40k flex plus			FS	1	Annual	<ul style="list-style-type: none"> <li>•Hours of Coverage: M-F, Standard Hours (e.g. 8am - 5pm)</li> <li>•PM Coverage Hours: Standard Hours</li> <li>•Phone Response Time: 30 Minutes</li> <li>•After Hours Phone Response Time: 1 Hour</li> <li>•Included: Tubes, Detectors Coverage, Detector Drop Coverage (\$5k deductible for each occurrence)</li> <li>•Excluded: Portable Batteries</li> </ul>
Pioneers Memorial Hospital	GE	Avance CS2			PM	5	Semi Annual	Includes 6 month, 1 year, & 2 year PM Excludes 4 year PM
Pioneers Memorial Hospital	GE	S/5 Avance			PM	2	Semi Annual	Includes 6 month, 1 year, & 2 year PM Excludes 4 year PM
Pioneers Memorial Hospital	(blank)	TEC 7 (SEVO)			FS	5	Quarterly	-
Pioneers Memorial Hospital	(blank)	Tec 850 Sevoflurane Vaporizer			FS	4	Quarterly	-
Pioneers Memorial Hospital	(blank)	TEC 6 PLUS (DES)			FS	8	Quarterly	-
Pioneers Memorial Hospital	(blank)	E-sCAiO Module			PM	7	Annual	-
Pioneers Memorial Hospital	(blank)	TRACE GAS ANALYSIS			FS	8	Semi Annual	-

**7 Fuel Surcharge.** Agiliti may assess a temporary monthly transportation fuel surcharge to offset inflationary increases in the cost of fuel. If the price of fuel increases by 15% or more from the U.S. National Average Diesel/Gas Fuel Index as of the Effective Date of this Agreement, Agiliti may assess a monthly surcharge based on the number of Equipment transfers between a Customer location and Agiliti district office occurring during the month. Agiliti will calculate the fuel surcharge using a formula, which takes into account the increase in Agiliti's cost per gallon of fuel and equipment transportation fuel consumption levels. Agiliti will provide the actual formula used when and if the surcharge is activated.

## TERMS AND CONDITIONS EXHIBIT

1. **Payment Terms.** Invoices are typically rendered monthly and payment in full is due within 30 days of the date of invoice. Agiliti may charge an additional fee of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is less, to late payments. On five days' notice to Customer, Agiliti may suspend performance of Services for non-payment until a reasonable time after the non-payment is cured. There is no right of offset, and Customer will take no deductions, unless authorized to do so by Agiliti through issuance of a credit memorandum. Customer will give Agiliti written notice of any incorrect charges within 90 days of the Agiliti invoice to which the claim relates. After 90 days, the originally invoiced amount will be deemed to be correct.
2. **Confidentiality.** In connection with this Agreement, each party may disclose to the other certain confidential and proprietary information that is marked as confidential or that logically would be considered to be confidential (collectively, the "Confidential Information"). For the avoidance of doubt, Agiliti Confidential Information includes without limitation any and all technical information, techniques, know-how, processes, software programs, software source documents, insurance and pricing information that Agiliti or its subcontractor provides to Customer. Each recipient agrees that the Confidential Information provided to it, regardless of form, will be received and maintained by it in confidence for five years after this Agreement ends.

The obligation of confidentiality will not apply with respect to any Confidential Information that: (a) is in the public domain at the time of discloser's communication to recipient; (b) was or becomes generally available to the public other than as a result of a disclosure by recipient in breach of this Agreement; (c) was in recipient's possession, free of any obligation of confidentiality, at the time of discloser's communication to recipient; (d) is communicated to recipient by a third party, which the recipient reasonably believed was free to make such disclosure without breach of any legal obligation to discloser; or (e) recipient is compelled to disclose by deposition, subpoena or other court or governmental action, as evidenced by advice of legal counsel, provided that recipient gives the discloser advance written notice of the Confidential Information to be disclosed as far in advance of its disclosure as is reasonably possible, practicable and legally permissible, and recipient cooperates with discloser, if discloser seeks to obtain a protective order concerning such Confidential Information.

3. **Termination and Effect of Termination.** At any time while this Agreement is in effect, either party may terminate the Agreement for cause, including insolvency and material breach, provided the non-defaulting party gives the other party written notice detailing the nature of its material breach of the Agreement. If the material breach remains uncured 30 days after notice to the breaching party, or if the breach is of a nature that cannot reasonably be cured in such 30-day period and the breaching party has failed to diligently commence and pursue actions necessary to cure the breach, then the non-defaulting party may terminate this Agreement at any time by providing written notice of the date of termination to the other party.

Either party may terminate this Agreement without cause upon at least ninety (90) days advance written notice to the other party, provided that such notice will be given no sooner than eighteen (18) months from the Effective Date. If Customer terminates this Agreement without cause, Customer shall pay Agiliti, at the contracted time and material rates for all services rendered prior to termination reduced by fees already paid. Customer will pay Agiliti within 30 days of date of invoice for any such fees.

The terms of this Agreement that, by their nature must survive the termination of this Agreement to protect the party in whose favor they run, survive the termination of this Agreement.

4. **Compliance.** Each party will comply with applicable laws, rules and regulations in connection with this Agreement. In the event applicable legislation or government intervention results in increases in minimum hourly rates, wage adjustments, or mandatory fringe benefits after the Effective Date of this Agreement, the parties agree that Agiliti may adjust the Service fees set forth herein to reflect such increases. Agiliti has not been debarred, suspended or declared ineligible to market or sell items or services for which reimbursement may be made by Federal health care programs and is not included on the General Service Administration or HHS/OIG Exclusion List. Agiliti will immediately notify Customer if it becomes ineligible to market or sell items or services for reimbursement by Federal health care programs. To the extent required by law, Agiliti will make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives this Agreement and Agiliti's books, documents and records that are necessary to verify the nature and extent of the cost of Services performed pursuant to this Agreement for a period of up to four years after such Services are furnished.
5. **Continued Equipment Support.** During the Term of this Agreement, and to the extent Agiliti is duly notified by the applicable Original Equipment Manufacturer ("OEM"), Agiliti shall provide Customer with reasonable notice of any Equipment that is discontinued or reaches the Equipment's End of Life ("EOL Date") as is determined solely by the OEM. Customer acknowledges and agrees that Customer decides, in its sole discretion based on patient needs and clinical considerations, the make and model of any Equipment utilized by Customer, including without limitation any Equipment that has reached its EOL Date. After the EOL Date, Agiliti will use commercially reasonable efforts to repair the Equipment based on the availability of parts and Agiliti's technicians, but with no uptime guarantee. If Agiliti determines that its ability to provide repair or maintenance services is hindered due to the unavailability of parts or trained technicians, or the Equipment can no longer be maintained in a safe and effective manner, as determined solely in the discretion of Agiliti, then Agiliti may terminate its service obligations under this Agreement with respect to the Equipment that has reached its EOL Date upon notice to Customer. Customer will defend and indemnify and hold harmless Agiliti and its affiliates against any and all damages, liability, claims, losses and expenses, including attorneys' fees, arising out of or resulting in any way from Customer's continued use of Equipment after such Equipment's EOL Date, except to the extent caused by Agiliti's gross negligence or willful misconduct.
6. **Insurance.** While this Agreement is in effect, each party will maintain workers' compensation insurance in amounts required by law and will maintain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence. Agiliti will provide Customer with Agiliti's Evidence of Insurance on Customer's request.
7. **Disclaimer of Warranties and Liability Limitation.** Agiliti is not a manufacturer of Equipment and disclaims all warranties. Customer's sole remedy for breach of a manufacturer's warranty is against the manufacturer.

**AGILITI MAKES ABSOLUTELY NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, CONDITION OR PERFORMANCE OF EQUIPMENT OR PATENT INFRINGEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE. UNDER NO CIRCUMSTANCES SHALL**

**AGILITI BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONTINGENT DAMAGES WHATSOEVER WITH RESPECT TO CLAIMS MADE UNDER THIS AGREEMENT OR BY ANY CONSUMER OR OTHER USER OF EQUIPMENT OR SUPPLIES. EQUIPMENT AND SUPPLIES, INCLUDING WITHOUT LIMITATION ANY PROGRAMMED SOFTWARE, ARE RENTED OR SOLD "AS IS." AGILITI'S LIABILITY, AT AGILITI'S OPTION, IS LIMITED TO REPERFORMANCE OF THE SERVICES OR A REFUND OF THE SERVICE FEE PAID BY CUSTOMER TO AGILITI. THIS DISCLAIMER OF LIABILITY FOR ALL DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREOING, AGILITI AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL THIRD PARTY CLAIMS AND LOSSES ACCRUING OR RESULTING FROM ANY CLAIMS AND LOSSES ACCRUING OR RESULTING TO ANY PERSON WHO MAY BE INJURED OR DAMAGED TO THE EXTENT CAUSED BY AGILITI'S NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.** **Excusable Delays/Non-Performance.** Any delay or failure in performance other than non-payment will be excused to the extent caused by an extraordinary event or occurrence beyond the reasonable control of the non-performing party, including without limitation, fires, floods, windstorms, explosions, strikes, walk outs, riots, natural disasters, mechanical breakdowns, power outages, interruptions in telecommunications, material shortages, acts of terrorism, wars and changes in law, policy or inflationary pressure that render performance of Services by Agiliti commercially impracticable. The affected party will give the other party prompt notice of the delay or failure and the reason thereof and will exert commercially reasonable efforts to remove the causes or circumstances of non-performance with reasonable dispatch.

8. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Agiliti may assign this Agreement to an affiliate or to a successor in interest to which the business relates.
9. **Independent Contractor; Benefit.** The relationship between the parties is solely that of independent contractors. This Agreement is for the benefit of the parties. There are no intended third party beneficiaries to this Agreement.
10. **Governing Law; Jurisdiction.** This Agreement is governed by the laws of the State of California, notwithstanding its conflict of laws rule. Venue for any legal proceedings will be solely in Imperial County, California.
11. **Waiver; Severability; Entire Agreement; Amendment.** Waiver by either party of any breach of this Agreement will not be deemed nor constitute a continuing waiver or waiver of any other breach of this Agreement. A finding by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable under law will not affect the validity or enforceability of any other provision of this Agreement, unless a party's rights or obligations are materially and adversely affected by such ruling. This Agreement contains all agreements and understandings between the parties relating to its subject matter. Except as described in the Equipment and Fees Exhibit, any amendment to this Agreement must be in writing and will not be effective until it is executed and approved by an authorized representative of each party.
12. **Notices.** All required notices will be in writing and will be deemed to have been given as indicated:

- 12.1 If delivered in person or by Federal Express or similar nationally recognized express mail or courier service, which provides evidence of delivery, on the date of delivery;
- 12.2 If sent by certified or registered mail or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- 12.3 If sent by electronic messaging system, on the date the electronic message is received, unless the date of delivery (or attempted delivery) or receipt, as applicable, is not a business day or is after the close of business on a business day, in which case the communication will be deemed given and effective on the first following day that is a business day and provided that in each case the notice is properly addressed to the address provided in the appropriate signature block above or such other address as has been given by proper notice and directed to the attention of the Contracts Department in the case of Agiliti and to the attention of the title of the person signing this Agreement in the case of Customer.

- 13 **Relationship with Agiliti Staff.** If Customer were to hire a member of the Agiliti team, Agiliti would incur significant expense in hiring and training a replacement. Accordingly, while this Agreement is in effect and for one year after it ends, Customer will not, with respect to any Agiliti employee or contractor providing Services on behalf of Agiliti in connection with this Agreement, employ, solicit or entice, directly or indirectly, such person to become employed or retained by Customer or any affiliate of Customer or any competitor of Agiliti, without the express written consent of Agiliti. If Customer breaches this Section, Customer shall, on demand, pay Agiliti a sum equal to one year's compensation or the annual fee that was payable by Agiliti to that employee, worker or contractor plus the recruitment costs incurred by Agiliti in replacing such person.
- 14 **Equal Opportunity Employer.** Agiliti is an Equal Opportunity Employer and complies with Executive Order 11246 and hereby provides notice of its compliance with FAR 52-222-26, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5 and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.

## **IMPLEMENTATION SCHEDULE EXHIBIT**

The Parties will hold a project launch meeting (the “Project Launch”) on the following date:

[INSERT DATE HERE]

Attendees to the Project Launch will include Agiliti, [insert title of Customer Project Sponsor here] (the “Customer Project Sponsor”) and key facility / department stakeholders ([insert title of key facility / department stakeholders, e.g. Director of Materials, here]).

The Project Launch will be held in person or via video conference (such as Zoom or Microsoft Teams). During the Project Launch, the parties will review the key milestones to implementation such as resource finalization, resource deployment and program launch and set target dates for such milestones.

Following the Project Launch, Customer Project Sponsor will continue to provide Agiliti with ongoing support as necessary and requested by Agiliti to ensure implementation as agreed upon. Additionally, Agiliti and Customer Project Sponsor will hold a Project Launch business review 30-days post Project Launch to review the status of implementation.

The parties anticipate that Services under this Agreement will commence pursuant to the implementation schedule(s) outlined below (“Implementation Schedule”):

### **Implementation Schedule By Facility / Department:**

*\*The parties will use commercially reasonable efforts to meet the Target Implementation Timeframe for each Facility listed above. Failure to meet the Target Implementation Timeframe will not be considered a breach of the Agreement, and the parties may mutually agree to update Target Implementation Timeframe as necessary.*

# Imperial Valley Healthcare District DBA Pioneers Memorial Hospital

## **CONSENT AGENDA**

**BOARD MEETING DATE:** 01/2026

**SUBJECT:** Purchase of Canon Aprio i700 Ultrasound unit.

**BACKGROUND:** The Aprio i700 is slated to replace the 12-year-old A300, enhancing imaging quality and expanding our scanning capabilities. With the team already experienced in using Canon ultrasound systems, integration will be seamless. This purchase was approved for the 2024 fiscal year and was postponed for fiscal 2025. We reviewed options from Philips, Mindray, and Canon, gathering three quotes, and Canon stood out due to its strong clinical performance and team familiarity and financial impact.

**KEY ISSUES:** The existing A300 has limitations that affect the types of exams that can be performed and often lead to patient delays and scheduling challenges. The Aprio i700 will increase departmental efficiency, reduce wait times, and allow all three ultrasound units to handle the full range of studies, eliminating the current restrictions caused by the older system.

**CONTRACT VALUE:** \$104,000

**CONTRACT TERM:** May be leased or purchased outright

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** Operational

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

**DATE SUBMITTED TO LEGAL:** 1/2026 **REVIEWED BY LEGAL:** Yes

**RECOMMENDED ACTION:** Purchase of Canon Aprio i700 Ultrasound unit. Canon offers the best price and has consistently provided excellent support. They can also expedite delivery, with the system arriving within 30 days.



CANON MEDICAL SYSTEMS USA, INC.

*Made For life*

**QUOTATION/ORDER SUMMARY**

DATE: 10/21/2025  
SID #: 30104755  
QUOTE #: 196549-2

PRESENTED TO:

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

**APLIO-ISERIES-I700.000**  
APLIO I700 ULTRASOUND SYSTEM

**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 includes the deinstallation, removal, and trade-in of your current Toshiba Aplio 500 S/N:W1C11Z2342 imaging system(s). The trade-in value is based on the expected removal date of no later than 11/27/25 Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date.

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 Ultrasound equipment products between HealthTrust Purchasing Group and Canon Medical Systems USA, Inc., reference contract no. HPG-73599, effective June 1, 2025. 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:**

<b>APLIO-ISERIES-I700.000</b>		<b>APLIO I700 ULTRASOUND SYSTEM</b>
<b>PART NUMBER</b>	<b>QTY</b>	<b>DESCRIPTION</b>
APLIO-I700-V8.5.100	1	APLIO I700 PRISM ULTRASOUND SYSTEM
	1	APLIO I700 ULTRASOUND IMAGING SYSTEM
	1	PROTOCOL ASSISTANT
	1	GEL WARMER
UL-INTERNALWIFI	1	INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)
	1	STANDARD APPLICATIONS TRAINING
PVT-712BT	1	MULTI-FREQUENCY MICRO CONVEX TRANSDUCER NEONATAL HEAD (11MC4)
PLT-1202BT/FS	1	MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY STICK (17LH7)
PLI-1205BX/FS	1	LINEAR ARRAY TRANSDUCER (I18LX5)
PLI-705BX/FS	1	MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)
PVI-475BX/FS	1	CONVEX ARRAY TRANSDUCER (I8CX1)
ENDO-AI700/4.100	1	EV/ER TRANSDUCER HOLDER KIT
	1	EV/ER TRANSDUCER HOLDER
PVT-781VTE/FS	1	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)
UP-D898/ISERIES.100	1	DIGITAL GRayscale PRINTER PACKAGE
	1	SONY DIGITAL GRayscale PRINTER
	1	MOUNTING KIT FOR B/W PRINTER
<b>TOTAL QUOTE PRICE</b>		<b>\$104,000.00</b>
Applicable Sales Tax Additional		

**PURCHASABLE OPTIONS:**

Please initial next to the option item you would like to purchase. Selected purchasable options will increase the total quote price by the noted "ADD" dollar amount listed on the item line:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>ADD</u>	<u>INITIALS</u>
UA-LIVERPACKAGE/I700.100	1	LIVER PACKAGE	\$15,200.00	_____
USQS-AI800A/EL	1	QUAD VIEW FOR SWE (REQUIRES SHEAR WAVE)	\$800.00	_____
USDL-AI900A/EL	1	MULTI PARAMETRIC REPORT	\$2,000.00	_____

## **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**

<b>APLIO-I700- V8.5.100</b>	<b>1</b>	<b>APLIO I700 PRISM ULTRASOUND SYSTEM</b>
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Part of Canon Medical Systems' ultra-premium i-Series, the Aprio™ i700 PRISM Edition ultrasound system provides a wide range of clinical capabilities, making it a comprehensive solution for a wide range of clinical targets with consistent, robust performance. Powerful iBeam+ imaging technology and intelligent AI-enabled applications and workflows allow the user to gain even more confident clinical insights through consistent and efficient performance. The improved bandwidth and processing power of the iBeam+ beamformer results in images with better penetration and detail resolution, so you can see more.

Aprio i-series Prism Edition's design can help Sonographers scan more comfortably and boost productivity in daily routine as well as more complex cases. Aprio's system console is fully adjustable for seated or standing use and easily accommodates a variety of users. The rotating user interface allows alignment of elbow, wrist & trackball in an ergonomically sound and patient-engaging position. The system continues and extends Canon Medical Systems' industry-first imaging and visualization capabilities and delivers exceptional image quality with sophisticated ergonomics that elevate efficiency to higher levels.

**STANDARD COMPONENTS**

- Aprio i700 Ultrasound Imaging System with iBeam+ beamformer technology, is up to 4 times faster than non Prism version's hardware to provide sharper images with better penetration and thus optimal, more robust results for higher clinical confidence.
- High definition 23" LCD monitor with articulated arm and handle
- 12.1" Programmable, touch-command screen with 3-section design allowing easy and intuitive access to all controls via a simple swipe
- Electric Lift for easy up/down of the control panel
- Protocol Assistant for an automatic execution of user-programmable imaging sequences, including measurements and labelling
- 4D hardware. Permits select standard transducers to be used for freehand 3D, giving access to volume imaging without the need to purchase further software or hardware, and allowing visualization of areas of interest without the need for mechanical 4D transducers.
- Four active transducer ports for convenient transducer access
- Six transducer holders
- Windows 10, maintaining up-to-date cyber security
- DICOM
- OBR (On-Board Reporting) for OB
- Built-in DVD/CD drive with writer

- Up to 5 USB Ports (including USB 3.0)
- Raw data capabilities. Multiple parameters can be adjusted (including common modes like 2D and Color) as well as annotations and measurements. This may be done at any time, both during the exam for immediate correction, as well as in the days after the patient has left.
- Large capacity Cine Memory
- Scan depth of up to 50 cm (transducer dependent). The depth of 50 cm is industry-leading and allows penetration for large patients
- Dynamic Micro Slice – enables optional iDMS transducers to be used. These are often '2-in-1 transducers, covering the frequency bandwidth of 2 standard transducers which can help reduce examination time, as well as reduce costs
- Multiplexing kit – enables optional Quad View for CHI, Quad View for SWE, Shadow Glass, Smart Sensor 3D, Multi-reflection Canceller and iDMS. The sophisticated architecture in the Multiplexing kit helps drive the high speed processing of the very large data volumes provided using the i700. It also allows for multiple display options, such as providing 4-in-1 screens for viewing several imaging views at a single glance
- Software STC for depth as well as lateral gain adjustment. The ability to have lateral gain as well as the more common depth gain allows individual adjustment in areas that may be difficult to assess due to variations in attenuation across the image.
- Security Management Kit. In this age of ever increasing security risks, this may be used to provide various options for authentication of users, auditing, and allowing automatic de-identification of images. The antivirus software permits only registered executable files to be executed, preventing execution of malware. No Canon Ultrasound systems have been hacked in any of the recent cybersecurity breaches while protected under Canon's cybersecurity practices.
- Internal wireless communication, which is FIPS 140-2 certified ensuring the highest level of encryption using WPA2 Enterprise
- Gel Warmer

#### STANDARD IMAGING FEATURES

- ApliPure+™ - enhances the display of boundaries between tissues and reduces speckle noise and acoustic shadows , when used in conjunction with iBeam+, ApliPure+ improves B-mode imaging frame rates by up to 187% (>2.5X).
- Advanced Dynamic Flow™ (ADF) - enables blood flow imaging with detailed visualization and high frame rate
- Full Focus with iBeam+ function enables clear, uniform images from near and to far field without the need for focus adjustments. With fewer application steps and greater uniformity, this can be particularly useful to help shorten exam times.
- Auto-Intima Media Thickness (A-IMT)

- Biopsy Enhance Auto Mode (BEAM) – enhances visualization of the needle during linear transducer biopsies
- Differential Tissue Harmonic Imaging (D-THI) – simultaneously transmits two frequencies for better spatial resolution and penetration
- Precision Imaging - assists in reducing noise and speckle in the image and increases the visibility of tissue
- Tissue Doppler Imaging (TDI)
- Trapezoid Imaging
- Ultra Wide View - Canon's unique technology of Ultra Wide View enables the user to image more anatomy in one view, providing more information and perspective in a single image, while still maintaining high image quality.
- Tissue Specific Optimization (TSO) – adjusts for differing speeds of sound from tissue of various acoustic characteristics especially in breast imaging
- Quick Scan – automatic, real-time, adjustment of gain and TGC in 2D and spectral Doppler
- Smart 3D - Internal hardware to enable Smart 3D external hardware and additional software
- Vascularity Index – Displays multiple parameters for a Power/SMI image such as number of pixels, and the ratio in the Power/ SMI image and within the ROI
- Superb Micro-vascular Imaging (SMI) -Enhances the visualization of slow and microvascular flow (at high resolution and in both monochrome 'subtraction' and various color map displays) for assessment of all vascularity, but especially very fine vessels or in cases with very slow flow, that are not usually seen with color Doppler
- SMI G4 - expands the range of visible blood flow to visualize ultra-low to high speed blood flow with reduced clutter, reduced flash artifact, less noise and high sensitivity.
- Tissue Harmonic Imaging (THI)

### Connectivity

Extensive communication and data management capabilities enable seamless integration into hospital and research environments including the following DICOM functions:

- DICOM data type
  - US Image (still image)
  - US Multi Frame (dynamic image)
  - SC Image (storage in a separate file)
  - Enhanced US Volume (Volume data image)
  - Structured Report (measurement result information)
- Server connection
  - Storage (Server/Media)
  - MWM (Modality Worklist Management)
  - MPPS (Modality Performed Procedure Step)
- Storage function

- Storage Commitment
- Query/retrieve
- Standard conformity check function
  - Verification (export/import)
- Print function
  - DICOM Print

## Cybersecurity

- Windows 10 OS with Microsoft support for patches/updates
- Windows firewall configuration
- Password authentication for users, auditors, administrators and service access
- McAfee® Solidifier, a whitelist antivirus software for endpoint protection
- Follows NIST 800:37 Risk Management Framework (RMF)

Optional features at additional cost:

- ApliGate kit – collaboration tool that allows users to share images from the ultrasound system to a connected personal computer. Images transmitted using ApliGate can be de-identified according to HIPAA guidelines to remove protected health information (PHI).

## APPLICATIONS SUPPORT

Developed with customer input, Canon Medical Systems' innovative support programs have resulted in increased customer satisfaction. These include the following:

### Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

### Local Customer Teams

A single call mobilizes a local team of Canon Medical Systems customer engineers. With an average of 10 years of Canon Medical Systems experience and 105 hours of specialized training per team member, they can resolve almost any performance issue.

### Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

## 1 APLIO I700 ULTRASOUND IMAGING SYSTEM

### 1 PROTOCOL ASSISTANT

A sequence of operations is registered, and each operation is executed by single switch operation. Enables automated workflow when performing complex ultrasound exams. Featuring one-click operation, Protocol Assistant helps increase consistency and maintain standards from start-to-finish and patient-to-patient.

### 1 GEL WARMER

### 1 INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)

UL-  
INTERNALWIFI

Internal Wireless Lan (FIPS 140-2 Compliant)

Intel chipset with Wi-Fi 6 certification

Dual band 2.4Ghz/5Ghz

FIPS 140-2 & FISMA security compliance

2x2 MU-MIMIO technology

WPA, WPA2 & WPA3 – Wi-Fi Protected Access Standard security protocol

### 1 STANDARD APPLICATIONS TRAINING

#### Training

Included with the purchase of Aplio is training conducted by Canon Medical Systems applications specialists registered with the American Registry of Diagnostic Medical Sonographers (ARDMS).

Training includes:

- Two days of on-site applications training
- One day of on-site follow-up applications training
- Free access to [www.healthysonographer.com](http://www.healthysonographer.com) website for the latest information on how to optimize your scanning environment and minimize your risk of WRMSDs, particularly using Canon systems (the Healthy Sonographer Platform™).
- Optional on-site HealthySonographer Certification program (additional cost)

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 On-Site Training

Available for purchase.

PVT-712BT

1 **MULTI-FREQUENCY MICRO CONVEX TRANSDUCER NEONATAL HEAD (11MC4)****Model:** PVT-712BT**Imaging Frequencies:**

- i-series: 4.3 – 11.0 MHz
- Aplio 300/500: 3.3 – 11.0 MHz

**Footprint/Curvature:** Approx. 15mm**Field of View:** Approx. 100 degrees**Use:** Neonatal head, abdominal, pediatric**Biopsy kit/adapter:** 680-127, 680-126, 610-608**Reusable biopsy adapter:** N/A**Fusion adapter:** N/A**Prerequisite:***Aplio i-series V1.0 or later (i700, i800, i900), i600**Aplio 300/500 V2.02 or later*

PLT-1202BT/FS

1 **MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY STICK (17LH7)****Model:** PLT-1202BT**Imaging Frequencies:**

- Aplio i-series: 4.5 – 17.0 MHz
- Aplio 300/500: 6.1 – 17.0 MHz

**Footprint/Curvature:** Approx. 25.6mm**Use:** Small parts (superficial), MSK, intraoperative**Biopsy kit/adapter:** N/A**Reusable biopsy adapter:** N/A**Fusion adapter:** UAFS-010A**Prerequisite:***Aplio i-series V2.0 or later (i700, i800, i900), i600 V2.0 or later**Aplio 300/500 V7.0 or later*

PLI-1205BX/FS

1 **LINEAR ARRAY TRANSDUCER (I18LX5)****Model:** PLI-1205BX**Imaging Frequencies:** 4.0 – 18.0MHz**Footprint/Curvature:** Approx. 46mm**Use:** Small parts, MSK, peripheral vascular**Biopsy kit/adapter:** 680-139, 680-138, 610-608, 680-149, 680-148, 610-1500, 680-132, 680-133, 610-1017, 610-1018, 610-1019**Reusable biopsy adapter:** N/A**Fusion adapter:** UAFS-008A**Prerequisite:** *Aplio i-series V1.0 or later (i700, i800, i900)*

PLI-705BX/FS

1 **MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)****Model:** PLI-705BX**Imaging Frequencies:** 3.5 – 8.5MHz

**Footprint/Curvature:** Approx. 46mm  
**Use:** Peripheral vascular, Small parts, MSK  
**Biopsy kit/adapter:** 680-150, 680-151, 610-1500  
**Reusable biopsy adapter:** N/A  
**Fusion adapter:** UAFS-008A

*Prerequisite: Aplio i-series V2.0 or later (i700, i800, i900)*

**PVI-475BX/FS****1 CONVEX ARRAY TRANSDUCER (I8CX1)**

**Model:** PVI-475BX

**Imaging Frequencies:** 1.8 – 6.2MHz

**Footprint/Curvature:** Approx. 50mm

**Field of View:** Approx. 70 degrees

**Use:** Abdominal, fetal, pediatric

**Biopsy kit/adapter:** 680-143, 680-142, 610-608, 680-153, 680-152, 610-1500

**Reusable biopsy adapter:** N/A

**Fusion adapter:** UAFS-007A (included with UIFR-AI900A)

*Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)*

**ENDO-AI700/4.100****1 EV/ER TRANSDUCER HOLDER KIT****1 EV/ER TRANSDUCER HOLDER**

EV/ER Transducer Holder for Aplio iSeries. Adds a dedicated holder for endocavitory transducers.

**PVT-781VTE/FS****1 MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)**

**Model:** PVT-781VTE

**Imaging Frequencies:**

- i-series: 3.6 – 10.5 MHz
- Aplio 300/500: 3.0 – 11.0 MHz

**Footprint/Curvature:** Approx. 10mm

**Field of View:** Approx. 180 degrees

**Use:** Transvaginal uterus, ovary

**Biopsy kit/adapter:** 680-121

**Reusable biopsy adapter:** UAGV-035A

**Fusion adapter:** UAFS-006A

*Prerequisite:*

*Aplio i-series V1.0 or later (i700, i800, i900), i600 V2.0 or later*

*Aplio 300/500 V6.0 or later*

**UP-  
D898/ISERIES.100****1 DIGITAL GRayscale PRINTER PACKAGE****1 SONY DIGITAL GRayscale PRINTER**



CANON MEDICAL SYSTEMS USA, INC.

*Made For life*

Monochrome black and white printer incorporates a USB 2.0 interface for easy integration to digital ultrasound systems.

**1 MOUNTING KIT FOR B/W PRINTER**

## OPTIONS

**UA-LIVERPACKAGE/I700.100** **LIVER PACKAGE**

**USQS-AI800A/EL** **QUAD VIEW FOR SWE (REQUIRES SHEAR WAVE)**

Quad view for Shear Wave Elastography (SWE) allows display of SWE in four-frame display with the Aplio i700 (standard on Aplio i800, i900 from V2.0).

*Prerequisite:*

*Aplio i700, i800, i900 V1.0 or higher*

**USDL-AI900A/EL**

**MULTI PARAMETRIC REPORT**

This kit enables a combined report for multiple liver imaging applications (Shear wave Elastography, Dispersion Imaging\* and Attenuation Imaging) as well as custom measurements (e.g., blood test values, BMI, abdominal wall thickness). Results are graphically presented within the Shear wave reporting package for easy visualization of all chosen parameters on a single view.

*Prerequisite:*

*Aplio i800, i900 V3.1 or higher. Aplio i700 V5.1 or higher*

*\*Dispersion imaging available only with Aplio i800, i900*

### 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, and computer equipment. 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 accessories, batteries, storage media, power units, and printer consumables.

#### **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.

#### **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.

#### **WARRANTIES BY PRODUCT LINE**

ITEM TYPE	ULTRASOUND



CANON MEDICAL SYSTEMS USA, INC.

*Made For life*

EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	12 Months
TRANSDUCERS	12 Months

\* 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:** January 22, 2026

**SUBJECT:**

Renewal agreement between Rady Children's Hospital San Diego – Rady Children's Specialists of San Diego and Imperial Valley Healthcare District.

**BACKGROUND:**

This partnership provides crucial review and interpretation services for neonatal and pediatric echocardiograms, which are essential for accurate diagnosis and ensuring high-quality care.

**KEY ISSUES:**

- Price increases from \$280.48 per read to \$295 per read ( 5% increase)

**CONTRACT VALUE:**

The compensation remains as stated in Schedule A, with a rate of \$295 per echocardiogram read.

**CONTRACT TERM:**

One-year term

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** Professional Services Fees

**RESPONSIBLE ADMINISTRATOR:** Carol Bojorquez, CNO

**DATE SUBMITTED TO LEGAL:** 10/2025 **REVIEWED BY LEGAL:**  Yes  No

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

**RECOMMENDED ACTION:** That the Board authorize the agreement between Rady Children's Specialists of San Diego and Pioneers Memorial Healthcare District.

**EIGHTH AMENDMENT  
TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RADY CHILDREN'S SPECIALISTS of SAN DIEGO  
AND  
IMPERIAL VALLEY HEALTHCARE DISTRICT**

This Eighth Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is entered into by and between Rady Children's Hospital San Diego, a California nonprofit public benefit corporation (“RCHSD”) d/b/a Rady Children's Specialists of San Diego, a Medical Foundation (“RCSSD”) and Imperial Valley Healthcare District IMPERIAL (“IMPERIAL”), a Local Healthcare District organized and existing pursuant to the California Local Healthcare District Act (California Health and Safety Code, §§32000 *et seq.*), to be effective November 1, 2025 (“Effective Date”). Together, RCSSD and IMPERIAL are the “Parties,” and each is a “Party.”

WHEREAS, IMPERIAL provides and arranges for the provision of professional medical services to its patients in the specialized field of Cardiology,

WHEREAS, RCSSD engages and provides the professional services of certain qualified physicians (the “Physicians”) who are licensed to practice medicine in California, are qualified to render services in the specialized field of Pediatric Cardiology, and are willing and able to provide the services specified in this Agreement;

WHEREAS, IMPERIAL desires to secure, and RCSSD desires to provide, the non-exclusive services of the Physicians for Echocardiogram (Echo) review and interpretation, as defined below, to IMPERIAL;

WHEREAS, pursuant to AB 918, Imperial Valley Healthcare District dissolved Pioneers Memorial Healthcare District effective January 21, 2025 and by law all contract obligations were transferred to Imperial Valley Healthcare District as the successor agency.

WHEREAS, the Parties wish to amend and extend the term of the Agreement.

NOW, TIFEREFORE, in consideration of the above premised and the mutual covenants and promises set forth in this Amendment, the Parties agree as follows:

**AGREEMENT**

1. Section 4.1 Term of the Agreement is hereby deleted in its entirety and replaced with the following,:

4.1 Term. This Agreement shall commence on the Effective Date and shall continue for one (1) year (“Renewal Term”), unless sooner terminated as otherwise provided in this Agreement. This Agreement may be renewed by the written agreement of the Parties.

James Uli

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

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Date:  
By:

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

Senior VP & CFO

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By:

Christoper R. Bjornberg

Date	CO	
SCH	Rate	

# PIONEERS MEMORIAL HOSPITAL – IMPERIAL VALLEY HEALTHCARE DISTRICT

**BOARD MEETING DATE:**

January, 2026

**SUBJECT:**

Law Offices of Stephenson, Acquisto & Colman Legal/Professional Services.

**BACKGROUND:**

This law firm will assist with recovering inpatient accounts that have gone through the full appeal process and remain unpaid after the payer declined to overturn the decision.

**KEY ISSUES:**

After all internal appeal avenues have been exhausted, this serves as the final opportunity to pursue recovery of payments from payers for improperly denied accounts.

**CONTRACT VALUE:**

\$25,000 est. per year. 20% on recovery pre-litigation and 25% of recovery post litigation.

**CONTRACT TERM:**

Commencement: February 2026 to February 2027 – 12 month.

**BUDGETED:**

yes.

**BUDGET CLASSIFICATION:**

Purchased Services

**RESPONSIBLE ADMINISTRATOR:**

Carly Loper –CFO,

**DATE SUBMITTED TO LEGAL:** 12-21-25 **REVIEWED BY LEGAL:**  Yes  No

**FIRST OR SECOND SUBMITTAL:**

1<sup>st</sup>  2<sup>nd</sup>

**RECOMMENDED ACTION:**

Approve the engagement of legal services to pursue recovery of inpatient accounts otherwise deemed denied.



## **HEALTHCARE PROVIDER - LEGAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into this 27th day of May, 2025, by and **PIONEERS IMPERIAL VALLEY HEALTHCARE DISTRICT** (hereinafter "CLIENT"), and the **LAW OFFICES OF STEPHENSON, ACQUISTO & COLMAN**, a law firm, (hereinafter referred to as "FIRM").

In consideration of the mutual agreements, covenants and acknowledgements herein contained, the parties agree as follows:

### **1. PROFESSIONAL REPRESENTATION**

FIRM shall devote its best efforts to the recovery of, and where appropriate, litigate accounts referred to it by CLIENT through consistent and diligent activity. The FIRM will not employ any procedures, methods or tactics inconsistent with the policies of CLIENT and taking no action that will reflect discredit upon CLIENT's reputation. The FIRM shall act on behalf of CLIENT in a manner that will maintain the good will and recognized standing of CLIENT in the community.

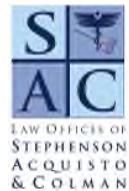
On the terms and conditions set forth herein, FIRM agrees to provide legal services for CLIENT in connection with assigned accounts. The type of accounts assigned, and respective fees are noted in Exhibit "A" attached hereto and made a part hereof. To this extent, FIRM will prosecute such lawsuits, initiate such legal or equitable proceedings or such other action as the FIRM may be directed by CLIENT. Legal action will not be commenced without the approval of the CLIENT. The contingency fee agreed to herein is not mandated by statute and was negotiable between the FIRM and CLIENT.

### **2. REMITTANCES**

All recoveries received by FIRM shall be deposited upon receipt into a client Trust Account. These sums will be remitted to the CLIENT monthly less the applicable legal fees and costs. Such remittances shall be accompanied by written remittance reconciliation reports which shall contain, but are not limited to: account number, name of customer, gross amount collected, court costs, contingency fee, the net amount to be remitted, and which amount shall be denominated as "net remittance."

Firm is entitled to its fee per Exhibit A, for work performed on all open referred accounts that are recalled and resolved by the client or client's designee.

In the event CLIENT unilaterally cancels an account wherein court costs have been advanced by said FIRM, CLIENT shall reimburse said court costs to FIRM forthwith. FIRM shall maintain detailed case by case itemizations of all costs incurred attendant to handling each of the respective claims and shall provide such accountings as may be requested by CLIENT.



### **3. TERMINATION OF THE AGREEMENT**

CLIENT or FIRM each shall have the right to terminate this Agreement by giving not less than thirty (30) days written notice to the other party. If termination of this agreement occurs, FIRM shall cease all activities on assigned accounts, except on claims in active litigation or arbitration where immediate termination of work would prejudice the rights of the client, unless the client indicates in writing that all work and activity is to cease immediately. CLIENT agrees that if the agreement is terminated, CLIENT will promptly retain new counsel and promptly execute and return all necessary documentation for the representation to be transferred on all claims in active litigation or arbitration. Firm is entitled to its fee on all accounts not resolved as of the effective date of the termination but on which work had been done in representation of the client.

### **4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE PROVISION**

FIRM shall upon the written request of the Secretary of Health and Human Services or the Comptroller General or any duly authorized representatives make available the contract documents necessary to verify the services provided under this agreement. Such inspection shall be available up to 4 years after the rendering of such services. If FIRM carries out any of this agreement through a subcontractor with a value of \$10,000.00 or more over a 12-month period with a related individual or organization, FIRM agrees to include this requirement in any such subcontract(s). This section is included pursuant to public law 96-499, Sec. 952 (Sec. 1861(v)(1) of the Social Security Act). No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by CLIENT or FIRM by virtue of this Agreement.

- a. **Covered Information:** This section shall govern the use and/or disclosure of all individually identifiable health information that FIRM has obtained from or created on behalf of CLIENT ("Covered Information"). The terms use, disclosure, and individually identifiable health information shall have the same meaning as set forth in the U.S. Department of Health and Human Services ("D.H.H.S.") Standards for Privacy of Individually Identifiable Health Information Final Rule, codified at 45 C.F.R., Parts 160 and 164 ("HIPPA Privacy Standards"), as it may be amended from time to time.
- b. **Permitted Uses:** FIRM shall keep confidential and shall not use or disclose Covered Information except as expressly permitted by this Section. FIRM shall use or disclose Covered Information for the following purposes only: (1) For legal services as selected by CLIENT, and specified in this Agreement; (2) For the proper management and administration of FIRM; and (3) To carry out the legal responsibilities of FIRM.

FIRM shall not disclose Covered Information pursuant to Subsections 2 and 3 unless the disclosure is required by law, or FIRM has obtained written reasonable assurances from the person to whom the Covered Information will be disclosed. The written reasonable assurances must meet the criteria set forth in the applicable federal regulations, including a requirement that the recipient must notify FIRM if it becomes aware of a violation of the written reasonable assurances.



## **5. BUSINESS ASSOCIATE**

FIRM shall fulfill the obligation of Business Associate as contained in the Business Associates Agreement attached hereto and incorporated herein.

## **6. COMPLIANCE WITH STATE AND FEDERAL LAWS**

FIRM shall comply with all State and Federal Laws and Regulations including but not limited to the Fair Debt Collection Practices Act.

## **7. INDEMNIFICATION**

FIRM shall indemnify, hold harmless, and defend client from and against any and all claims, losses, liabilities, costs, including reasonable attorney's fees and other expenses resulting from or relating to the acts or omissions of FIRM in connection with the FIRM's representation, duties and obligations under this agreement.

This Agreement shall become effective upon execution thereof by both parties and will continue in force and until termination by either party by written notice provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**STEPHENSON, ACQUISTO & COLMAN**

DATED: 5-27-2025

By: Richard Lovich  
**RICHARD LOVICH, MANAGING PARTNER**

**PIONEERS IMPERIAL VALLEY HEALTHCARE DISTRICT**

DATED: \_\_\_\_\_

By: \_\_\_\_\_



## EXHIBIT A – FEE SCHEDULE

Stephenson, Acquisto & Colman shall be compensated by CLIENT for its recovery efforts pursuant to the following arrangements:

- **MEDICARE RECOVERY AUDIT CONTRACTOR (RAC) ACCOUNTS, OTHER FEDERAL INTEGRITY AUDITS AND OTHER MEDICARE ACCOUNTS:** Review denied, improperly paid or returned Medicare inpatient claims, DME, hospice, or home health including P.R.O. denials; appear at all Court and Administrative hearings to dispute reasons for denial;  
Our fees are 20% of recovery for all claims that are resolved prior to hearing or 25% of recovery for all cases that are resolved at the hearing, Appeals Council level, or if a Federal Court Action is required after a hearing, plus legal costs.
- **COMMERCIAL INSURANCE CASES/HMO/PPO:** Review denied and disputed claims; follow-up and file administrative appeals for improperly paid or denied claims (including ERISA appeals); file legal action/arbitration if necessary.  
Our fees are 20% of recovery for pre-litigation work or 25% of recovery for post arbitration or legal action filing, plus costs.
- **MEDICAID MANAGED CARE ACCOUNTS:** Review managed care disputed inpatient accounts; file administrative appeals on disputed issues; file legal action if necessary. Our fees are 20% Percent for recovery for pre litigation work or 25% percent for post litigation filing recovery.
- **MEDICAID DENIED CLAIMS AS FOLLOWS:**
  - Denied days under treatment authorization/prior authorization programs prior to admissions
    - Billing Appeals – Appealing and litigating denied Medicaid billings. Our fees are 20% t of recovery for pre litigation work or 25% for recovery for litigation, plus legal costs.
- **THIRD PARTY LIABILITY AND WORKERS' COMPENSATION ACCOUNTS:** Review assigned claims where a third party is responsible for payment; perfect appropriate liens; follow-up on such liens; follow-up on all legal proceedings by or on behalf of patient; file legal action if necessary. Our fees are 20% percent of recovery for pre-litigation work or 25% percent of recovery for legal action, plus legal costs.

**NOTE:** Legal Costs are defined as those disbursements directly related to Court or Arbitration filing and related fees , Arbitrator Fees,(e.g., filing of documents service of process, legal applications, deposition or discovery related fees, et al)