



BOARD OF DIRECTORS

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

AGENDA

**REGULAR MEETING OF THE BOARD OF DIRECTORS
THURSDAY, MARCH 12, 2026, 6:00 P.M.**

**Pioneers Memorial Hospital | PMH Auditorium
207 W. Legion Road, Brawley, CA. 92227**

[Join Microsoft Teams](#)

Meeting ID: 217 549 961 555 83

Passcode: 2po99R6B

~ CLOSED SESSION ~ 6:00 p.m.

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(d)(1))
Case Name: Amy Rye v. Pioneers Memorial Healthcare District, et. al.
Imperial County Superior Court No. ECU0003894
- b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code 54956.9(d)(1))
Case Name: Xitlalic Bucio v. Imperial Valley Healthcare District et al.
Imperial County Superior Court Case No: ECU004556
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities
Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Christopher Bjornberg
Negotiating parties: Pablo Velez, ECRMC, City of El Centro
Under negotiation: Closing conditions related to Asset Transfer Agreement

~ OPEN SESSION ~ Time Certain 6:30 p.m.

- 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 any one meeting to one hour.

7. Board Comments

Reports on meetings and events attended by Directors; Authorization for Director(s) attendance at upcoming meetings and/or events; Board of Directors comments.

- a. Brief reports by Directors on meetings and events attended
- b. Schedule of upcoming Board meetings and/or events
- c. Report by Merger Strategic Planning Ad-Hoc Committee
- d. Finance Committee Update

8. 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 February 26, 2026

9. Items for Discussion and/or Board Action:

- a. Staff Recommends Action to Authorize: Authorize the execution of the Resolution No. 2026-0312 of the Imperial Valley Healthcare District ("IVHD") to effectuate the Standard Agreement package for Sexual Assault Forensic Examination services for the California Department of Corrections and Rehabilitation ("CDCR").

Presented by: Carly Loper, CFO
Contract Value: *CDCR will compensate IVHD for services rendered
Contract Term: Three Year term (July 1, 2026 – June 30, 2029)
Budgeted: Yes
Budgeted Classification: Revenue

- b. Action Item: Intermediate NICU Social Work Services
- c. Staff Recommends Action to Authorize: Authorize the execution of the Resolution No. 2026-0312A, Resolution of the Imperial Valley Healthcare District Authorizing Investment of Monies in the Local Agency Investment Fund (“LAIF”)
Presented by: Carly Loper, CFO
- d. Action Item: Revised Second Amendment to Standard Industrial/Commercial Single-Tenant Lease – Net With Tyson Medical Inc.
Presented by: Christopher R. Bjornberg – Chief Executive Officer

10. Management Reports

- a. Finance: Carly C. Loper, MAcc – Chief Financial Officer
- b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer
- c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations
- d. Urgent Care: Tomas Virgen – Administrative Coordinator/ Support for AB 918
- e. Executive: Christopher R. Bjornberg – Chief Executive Officer
- f. Legal: Adriana Ochoa – General Counsel

11. 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.

12. Adjournment

- a. The next regular meeting of the Board will be held on March 26, 2026, at 6:00 p.m. at El Centro Regional Medical Center, 1271 Ross Avenue, El Centro, CA 92243

POSTING STATEMENT

A copy of the agenda was posted March 6, 2026, at 601 Heber Avenue, Calexico, California 92231 at 9:30 p.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 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
FEBRUARY 26, 2026
REGULAR BOARD MEETING**

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 26TH OF FEBRUARY AT 601 HEBER AVENUE, CALEXICO, 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 6:08pm by Katie Burnworth.

2. ROLL CALL-DETERMINATION OF QUORUM:

President	Katie Burnworth
Vice-President	Laura Goodsell
Treasurer	James Garcia
Trustee	Enola Berker
Trustee	Rodolfo Valdez
Trustee	Felipe Irigoyen

GUESTS:

Adriana Ochoa – Legal/Snell & Wilmer
Christopher R. Bjornberg - Chief Executive Officer
Tomas Virgen - Support for IVHD (AB 918)

3. PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR BURNWORTH.

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

None

5. DISCUSSION AND ACTION TO APPOINT NEW BOARD MEMBER FOR UNEXPIRED TERM OF FORMER DIRECTOR ARTURO PROCTOR'S TERM (THROUGH NOVEMBER 2026 ELECTION CYCLE), SUBJECT TO ATTESTATION QUALIFICATIONS

Attorney Adriana reported that we had Ralph Cordova at the last board meeting who was the person to submit a statement of interest, but it was mentioned before or last meeting that former Director Proctor was interested in the appointment for his seat and he is here tonight so that is a consideration. The board has until March 10th to appoint someone.

Motion was made by Director Garcia and second by Director Irigoyen to approve appointing former Director Arturo Proctor as the current Director. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez, Irigoyen
NOES: None

6. SWEARING IN CEREMONEY FOR NEW BOARD MEMBER



Arturo Proctor was sworn in.

After being sworn in, Director Proctor took his seat at the Board table, and the meeting continued.

CLOSED SESSION ~ 6:17 p.m.

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(d)(1))
Case Name: Amy Rye v. Pioneers Memorial Healthcare District, et. al.
Imperial County Superior Court No. ECU0003894
- b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code 54956.9(d)(1))
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- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Christopher Bjornberg
Negotiating parties: Pablo Velez, ECRMC, City of El Centro
Under negotiation: Closing conditions related to Asset Transfer Agreement

BOARD RECONVENED INTO OPEN SESSION AT 7:21PM

No reportable action taken in closed session

7. CONSIDER APPROVAL OF AGENDA:

Motion was made by Director Goodsell and second by Director Proctor to approve the agenda for February 26, 2026. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez, Irigoyen, Proctor

NOES: None

8. PUBLIC COMMENT TIME:

Daniela Flores, one of the cofounders and Executive Directors for Imperial Valley Equity & Justice. She informed the board that they are focusing on healthcare in the county and have been staying involved for the last couple of years to understand what was happening with the districts. They look forward to reaching out to them and they are grateful for all the time the board spends on the district and is here for the board's service and will be reaching out soon.

9. BOARD COMMENTS:

- a. Brief reports by Directors on meetings and events attended.

None.

- b. Schedule of upcoming Board meetings and events.

None.



c. Report by Merger Strategic Planning Ad-Hoc Committee

Attorney Adriana reported that they continue to meet and continue to have meetings with bondholders regarding bondholders' content, which is the only issue that is tying up the merger from happening currently. They are going to continue to crush the bondholder on what we do to get to.

d. Finance Committee Update.

Director Garcia reported that the finance committee met on February 23rd and they reviewed the generated financials, the popular law statement. They also reviewed and approved subject for your approval for recommendations to the board of directors the following items: 11B Agreement between Baker Tilly US, LLP and IVHD for financial audit services for fiscal year ending June 30, 2026, 11C Agreement between Alliant Insurance Services, Inc. and IVHD for the 2026-2027 coverage year, 11D renewal of the Water Dispenser Service Agreement between Quench USA, Inc. and IVHD and 11E Emergency Medical Care On-Call for Kala Dharma, M.D.

10. CONSENT CALENDAR:

Motion was made by Director Goodsell and second by Director Garcia to approve the consent calendar items.

- a. Minutes for February 12, 2026
- b. PMH Expenses/Financial Report January 2026

Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez, Irigoyen, Proctor
NOES: None

11. ACTION ITEMS:

- a. **MEDICAL STAFF REPORT** – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related recommendations.

Dr. Alshareef went over Medical Staff report and all recommendations.

Motion was made by Director Irigoyen and second by Director Proctor to approve recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related recommendations.
Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez, Irigoyen, Proctor
NOES: None

- b. **Staff Recommends Action to Authorize:** Authorize the approval of the Engagement Letter and Professional Services Agreement between Baker Tilly US, LLP and IVHD for financial audit



services for fiscal year ending June 30, 2026.

Presented by: Carly Loper, CFO

Contract Value: \$145,000 plus fees and expenses

*\$225,000 plus fees and expenses if El Centro Regional Medical Center is included in audit for fiscal year ending June 30, 2026

Contract Term: One Year Agreement (audit for FY ending 6/30/2026)

Budgeted: Yes

Budgeted Classification: Purchased Services

Motion was made by Director Irigoyen and seconded by Berker to approve Authorize the approval of the Engagement Letter and Professional Services Agreement between Baker Tilly US, LLP and IVHD for financial audit services for fiscal year ending June 30, 2026. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez. Irigoyen, Proctor

NOES: None

- c. Staff Recommends Action to Authorize: Authorize the renewal of the Broker Services Agreement between Alliant Insurance Services, Inc. and IVHD for the 2026-2027 coverage year.

Presented by: Carly Loper, CFO

Contract Value: \$57,500

Contract Term: One-year term (March 1, 2026 – March 1, 2027)

Budgeted: Yes

Budgeted Classification: Insurance

Motion was made by Director Irigoyen and seconded by Berker to approve Authorize the renewal of the Broker Services Agreement between Alliant Insurance Services, Inc. and IVHD for the 2026-2027 coverage year. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez. Irigoyen, Proctor

NOES: None

- d. Staff Recommends Action to Authorize: Authorize the renewal of the Water Dispenser Service Agreement between Quench USA, Inc. and IVHD.

Presented by: Carly Loper, CFO

Contract Value: estimated \$37,500/year

Contract Term: Three-year term (March 1, 2026 - March 1, 2029)

Budgeted: Yes

Budgeted Classification: Purchased Services - Other

Motion was made by Director Irigoyen and seconded by Berker to approve Authorize the renewal of the Water Dispenser Service Agreement between Quench USA, Inc. and IVHD. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez. Irigoyen, Proctor

NOES: None



- e. Staff Recommends Action to Authorize: Authorization to approve Emergency Medical Care On-Call for Kala Dharma, M.D.
Presented by: Christopher R. Bjornberg/Carly Zamora
Contract Value: approximately \$200,000 value varies depending on Call Coverage and needs.
Contract Term: 2 years
Budgeted: No
Budgeted Classification: On-Call

Motion was made by Director Irigoyen and seconded by Berker to approve Authorization to approve Emergency Medical Care On-Call for Kala Dharma, M.D. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez. Irigoyen, Proctor
NOES: None

- f. Action Item: Policy and Procedure: Stand-by (On-Call) and Call-Back Pay

Motion was made by Director Berker and seconded by Garcia to approve Policy and Procedure: Stand-by (On-Call) and Call-Back Pay. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez. Irigoyen, Proctor
NOES: None

- g. Staff Recommends Action to Authorize: Resolution No. 2026-0226, Resolution of the Imperial Valley Healthcare District Board of Directors Assuming and Accepting the Rights, Responsibilities and Obligations Under the Distressed Hospital Loan and Security Agreement.
Presented by: Legal Counsel

Motion was made by Director Garica and seconded by Goodsell to approve Resolution No. 2026-0226, Resolution of the Imperial Valley Healthcare District Board of Directors Assuming and Accepting the Rights, Responsibilities and Obligations Under the Distressed Hospital Loan and Security Agreement. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez. Irigoyen, Proctor
NOES: None

- h. Staff Recommends Action to Authorize: Policy No. HRD-00073: Employee-Employer Organization Relations Resolution
Presented by: Christopher R. Bjornberg/Carly Zamora

Motion was made by Director Goodsell and seconded by Garcia to approve Policy No. HRD-00073: Employee-Employer Organization Relations Resolution. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Berker, Valdez. Irigoyen, Proctor



NOES: None

12. MANAGEMENT REPORTS:

- a. Finance: Carly C. Loper, MAcc – Chief Financial Officer

Carly went over the financial report.

- b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer

Carol reported on the CNO report

- c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations

None.

- d. Urgent Care: Tomas Virgen – Administrative Coordinator/ Support for AB 918

Tomas reported that their numbers are staying steady.

- e. Executive: Christopher R. Bjornberg – Chief Executive Officer

Chris reported that they are working with Dr. Tyson and his group to finalize bringing back the south side of the building. They were asked to get a few things, and we did not get all the information on time to be able to bring that to the board but hopefully it will be brought to the board at the next meeting to make an amendment to his current agreement so we can start taking that spot over with that.

Chris also reported that most of the stuff that they have been doing was all around the merger and acquisition portion of everything. The team has been working well together.

- f. Legal: Adriana Ochoa – General Counsel

Adrina reported that she had heard from regulatory council that CDPH the Smiths ED Facts feds to the ECRMC license.

She also reminded the board to file the 700 forms before April 1st.

13. ITEMS FOR FUTURE AGENDA:

None

14. ADJOURNMENT:

With no future business to discuss, Motion was made unanimously to adjourn meeting at 8:0p.m.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: March 12, 2026

SUBJECT:

Authorize the execution of the Resolution of the Imperial Valley Healthcare District (“IVHD”) to effectuate the Standard Agreement package for Sexual Assault Forensic Examination services for the California Department of Corrections and Rehabilitation (“CDCR”).

BACKGROUND:

For many years, Pioneers Memorial Healthcare District provided Sexual Assault Forensic Examination services for inmates/patients referred for specialty services/treatments by the CDCR. With the recent name change to Imperial Valley Healthcare District, the CDCR requires board resolution authorizing execution of the Standard Agreement in order to continue providing compensation for such services.

KEY ISSUES: None

CONTRACT VALUE: *CDCR will compensate IVHD for services rendered

CONTRACT TERM: Three Year term (July 1, 2026 – June 30, 2029)

BUDGETED: Yes

BUDGET CLASSIFICATION: Revenue

RESPONSIBLE ADMINISTRATOR: Carly Loper, CFO

DATE SUBMITTED TO LEGAL: 3/4/26 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION:

That the Board authorizes the execution of the Resolution of the Imperial Valley Healthcare District (“IVHD”) to effectuate The Standard Agreement package for Sexual Assault Forensic Examination services for the California Department of Corrections and Rehabilitation (“CDCR”), as outlined.

RESOLUTION NO. 2026-0312

RESOLUTION OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT BOARD OF DIRECTORS AUTHORIZING EXECUTION AND DELIVERY OF THE STANDARD AGREEMENT PACKAGE FOR SEXUAL ASSAULT FORENSIC EXAMINATION (S.A.F.E.) SERVICES FOR THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)

At a meeting of the Board of Directors of the Imperial Valley Healthcare District, a District Organization organized and existing under the laws of the State of California, held on the twelfth (12th) day of March, 2026, the following resolution was adopted:

RESOLVED, that the above-named public agency is authorized and empowered to execute any and all documents required to fulfill the Standard Agreement package for S.A.F.E. services for California Department of Corrections and Rehabilitation.

WITNESS my hand this 12th day of March, 2026.

SIGNED: Board Secretary or Chair

Printed Name

Title

Agency Name, Imperial Valley Healthcare District

DIVISION OF ADMINISTRATIVE SERVICES

OFFICE OF BUSINESS SERVICES

9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

January 30, 2026

Carly Loper, Chief Financial Officer
Imperial Valley Healthcare District
dba Pioneers Memorial Hospital
207 W Legion Road
Brawley, CA 92227

Dear Carly Loper:

AGREEMENT NUMBER: C5613123**SERVICE: SEXUAL ASSAULT FORENSIC EXAMINATION (S.A.F.E.) SERVICES**

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. **This agreement is not valid unless, and until, approved by the DGS, or under its authority, CDCR.** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you. Please allow up to two months for approval.

Copies of the following document(s) must be returned to CDCR's OBS before this Agreement can be sent to DGS for approval.

Board Resolution

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses. If exempt from Board Approval, please provide an official notice of such exemption on company letterhead.

Professional Licenses/Registrations/Certifications

Copies of the current Board of Registered Nurses license/registration from the Medical Board of California, Board of Registered Nurses, and/or the National Practitioner Data Bank are required for all nurses providing service under this Agreement.

California Civil Rights Laws Certification (OBS 1510)

Pursuant to Public Contract Code Section 2010, the Contractor must provide a complete Civil Rights Laws Certification Form when entering into a contract with the State and when the contract is being amended for time and/or funds.

Please have all items dated and signed **via DocuSign or with an original signature** by an authorized representative.

All documentation must be returned via email to Elizabeth Fisher, Contract Analyst, at elizabeth.fisher@cdcr.ca.gov.

If you have any questions or need assistance, do not hesitate to contact me.

Sincerely,

Elizabeth Fisher
Contract Analyst
Institution Service Contracts Unit
Contracts Management Branch

Enclosure(s)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C5613123	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR NAME
Imperial Valley Healthcare District dba Pioneers Memorial Hospital

2. The term of this Agreement is:

START DATE
July 1, 2026

THROUGH END DATE
June 30, 2029

3. The maximum amount of this Agreement is:
\$145,250.00

One Hundred Forty-Five Thousand, Two Hundred Fifty Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit A-1	Forensic Medical Report: Acute (<120 Hours) Adult/Adolescent Sexual Assault Examination CAL OES 2-923	9
Exhibit A-2	Forensic Medical Report: Sexual Assault Suspect Examination CAL OES 2-950	6
+ - Exhibit B	Budget Details and Payment Provisions	3
+ - Exhibit B-1	Rate Sheet	2
+ - Exhibit C *	General Terms and Conditions *GTC 02/2025	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
+ - Exhibit E	List of Participating Institutions	1
+ - Exhibit F	Business Associates Agreement (HIPAA)	13
+ - Exhibit G	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Imperial Valley Healthcare District dba Pioneers Memorial Hospital

CONTRACTOR BUSINESS ADDRESS 207 W Legion Road	CITY Brawley	STATE CA	ZIP 92227
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PRINTED NAME OF PERSON SIGNING Carly Loper	TITLE Chief Financial Officer
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C5613123	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

Samantha Bruton

TITLE

Chief, Contracts Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services (DGS) approval per DGS Exemption Letter #CDCR6

SEXUAL ASSAULT FORENSIC EXAMINATION (S.A.F.E) SERVICES

1. Introduction/Services

Provider shall provide all labor, materials, staff, licenses, permits, certificates and every other item of expense necessary to provide **Sexual Assault Forensic Examinations (S.A.F.E)** under Penal Code Section 13823.95 for inmates/patients referred for such specialty services/treatments by the California Department of Corrections and Rehabilitation (CDCR) for the Institution/Facility's listed in Exhibit E, List of Participating Institutions.

S.A.F.E services are limited to Sexual Assault Forensic Examinations only. The examination shall consist of the following:

- Interview
- Victim and/or suspect examination
- Evidence kit
- Photo documentation
- Sexually Transmitted Infection (STI) swab/culture
- STI prophylaxis
- HIV / AIDS prophylaxis

If complete examination is refused upon arrival by victim/suspect, an interview will be conducted, minimal evidence collected, and a follow-up examination is to be scheduled.

If deemed necessary to administer any medications at the time of the evaluation, Provider may give those doses indicated as STAT, which refers to a diagnostic or therapeutic procedure that is to be performed immediately. Do **NOT** dispense any medication to be carried by an inmate/patient to the Institution/Facility. In addition, provider shall prescribe only those medications which are on CDCR's formulary unless the Chief Medical Executive (CME) grants prior authorization for deviation.

The time of evaluation will be scheduled with the S.A.F.E coordinator at the time of referral, which will be made by the Institution/Facility. The Institution/Facility will arrange for transportation of the victim and/or suspect to the examination location. S.A.F.E evaluations will generally be conducted during daytime hours; preferably within twelve (12) hours of the incident. The Sexual Assault Response Team (S.A.R.T) will respond twenty-four (24) hours a day, seven (7) days a week to perform the forensic medical examinations upon request from the Institution/Facility.

Evidence collected by the Sexual Assault Nurse Examiner (SANE) - S.A.R.T shall be appropriately secured, labeled "Attention: Evidence Officer", marked "Confidential" and then provided to the Institution/Facility's Transporting/Escorting Officer to preserve the trail of evidence. The Institution/Facility's Transporting/Escorting Officer shall sign for the evidence and forward the evidence back to the Institution/Facility's Investigation Unit Evidence Officer upon departure from the hospital.

The S.A.R.T is to contact the Institution Watch Commander at the number listed in Exhibit E, List of Participating Institutions for questions or problems regarding the incident twenty-four (24) hours a day. S.A.R.T may also contact the Facility Captain at the number listed in Exhibit E, List of Participating Institutions, Monday through Friday during working hours for questions or

problems regarding the incident. S.A.R.T may contact the CME's office during normal business hours at the number listed Exhibit E, List of Participating Institutions, for other problems or questions. The Emergency Room Nurse may be contacted twenty-four (24) hours a day for any questions or problems which may arise during an examination on Exhibit E, List of Participating Institutions.

Provider agrees that CDCR security and medical staff must be informed and maintain control over the appropriateness and length of time an inmate is to remain outside of the Institution/Facility.

2. CDCR Responsibilities

The time of evaluation shall be scheduled with the S.A.R.T coordinator at the time of referral, by the Institution/Facility. The Institution/Facility will arrange for transportation of the victim and/or suspect to the examination location. The Institution/Facility will contact the hospital request that the S.A.R.T nurse on duty be paged to the hospital where the inmate is to be transported.

The Institution/Facility is to provide the following information:

- 1) Badge/Identification number, first and last name of the scheduling officer/staff person.
- 2) Incident or case number associated with the sexual assault.
- 3) Name, address, and phone number of the scheduling Institution/Facility.
- 4) Inmate name, date of birth, age, and sex.
- 5) Date and time of the sexual assault.

Upon arrival, the S.A.R.T may be able to obtain the following information from the transporting officer or the inmate to be examined:

- 1) Known allergies and reactions, if possible.
- 2) Medical and/or psychological diagnosis.
- 3) Current medications being taken by the inmate.

3. Professional Licenses/Registrations/Certification Requirements

Provider agrees that its medical and professional staff's licenses, certifications and/or registrations shall be valid at all times and verified by the California Medical Board, Board of Registered Nurses or as appropriate, and the National Practitioner Data Bank to ensure that no licensing, certification and/or registration restrictions exist.

In the event the required licenses and/or certifications are to expire, Provider shall provide current/renewed license/certification(s) to CDCR not less than thirty (30) calendar days prior to their expiration. If, during the course of this Agreement, any of the licenses and requirements as stated herein are found to be inactive or not in compliance, CDCR may immediately terminate this Agreement.

Copies of the current Board of Registered Nurses license/registration are required for all nurses providing services by the Medical Board of California, Board of Registered Nurses, or as appropriate, and the National Practitioner Data Bank under this Agreement. Copies of current California Department of Health Services Laboratory Field Services (LFS) license and a current U.S. Department of Health & Human Services, Clinical Laboratory Improvements Amendments (CLIA) certificate are also acceptable. License/registration shall be submitted to the CME or designee at the applicable Institution/Facility(s) prior to providing services, and annually

thereafter.

4. Provider Responsibilities

A. Prior Authorization

Provider acknowledges that without CDCR's prior authorization, CDCR is not obligated to provide or pay for health care services or treatments beyond those which are essential to prevent death, permanent or severe disability. If health care service or treatment is non-essential or could safely be deferred until the inmate is released from custody when he is able to arrange for services himself, then CDCR shall defer services. Prior authorization must be obtained and documented in the inmate's health record for those excluded health care services or treatments listed in CDCR's Medical Standards of Care for Inmates.

B. Prior Authorization for Treatment

Provider agrees that, excluding emergency care services, prior authorization must be obtained in writing from the respective CDCR Institution/Facility's CME or designee, in accordance with CDCR's Utilization Management Plan, and must be documented in the inmate's/patient's medical record in all cases of essential services before considering any non-emergency treatment, or any inpatient/outpatient consultations by specialty physicians or diagnostic procedures not prior authorized. Payment shall be denied if CDCR determines that inpatient/outpatient procedures performed were not medically necessary, inappropriately delivered, or did not have prior authorization.

C. Prior Authorization for Transportation/Transfers

Provider agrees that CDCR retains full authority to determine the manner in which an inmate/patient is transported to the CDCR Institution/Facility or transferred to other health care facilities, after the course of treatment or therapy has been implemented or completed.

Provider shall not transfer an inmate/patient to any facility or provider without prior written authorization from the appropriate CDCR Institution/Facility Health Care Manager or his/her designated representative.

D. Experimental and Investigational Drugs and Procedures

Provider shall not perform on or administer to any inmate/patient any experimental or investigational treatment, therapy, procedure or drug. Such treatment, unless it is related to specific California legislative provisions, is prohibited under Penal Code, Section 3502, and thus, must be prior authorized. Provider agrees to perform or administer only those medical services, which are recognized as being in accordance with generally accepted professional medical standards, or as being safe and effective for use in treatment of an illness, injury or condition at issue.

5. Quality Assurance

Provider agrees to allow CDCR to inspect Provider's operations to ensure compliance with the

terms of this contract as well as compliance with State and Federal license and certification laws, regulations, and procedures. These inspections shall occur no more than two (2) times in any twelve (12) consecutive months. Provider shall be given twenty-four (24) hour notice of CDCR's intent to inspect Provider 's operation. All inspections will be performed during normal business hours.

If negative findings are disclosed by CDCR, Provider shall have thirty (30) calendar days from the date of CDCR notification to develop a corrective action plan approved by the CMO and California Correctional Healthcare Services (CCHCS). Failure to develop, implement, or comply with the corrective action plan may result in the cancellation of the contract.

6. Exclusions and Limitations

Provider agrees that no health care services or treatment shall be provided for those conditions specifically listed on CDCR's **Medical Standard of Care Policy (CCR, Title 15, Article 8, Section 3350.1)**. A list of exclusions will be provided by the Health Care Manager on request. Provider agrees that any non-essential or excluded health care services or treatments not previously approved and not deemed medically necessary shall not be conducted at CDCR's expense.

7. Testimony

When necessary, the Provider shall provide courtroom testimony regarding the chain of custody and preservation/storage of any sexual assault forensic evidence collected at no additional cost to the State. In the event the evidence is destroyed for any reason, the Provider shall provide documentation and possible courtroom testimony regarding the destruction of the sexual assault forensic evidence at no additional cost to the State.

8. CDCR Contact Information

Should questions or problems arise during the term of this Agreement, the Provider should contact the following offices:

Billing/Payment Issues:

ASB - Sacramento
Attention: MSC 16 – Accounts Payable B
P.O. Box 187021
Sacramento, CA 95818-7021
Email: Institutionnonmedcontractinvoices@cdcr.ca.gov

Scope of Work Issues:

See Exhibit E, List of Participating Institutions

General Contract Issues:

Office of Business Services
Contracts Management Branch
Phone Number: 279-310-3719
Email: m_CDCROBSContracts@cdcr.ca.gov

State of California
Governor's Office of Emergency Services
(www.caloes.ca.gov)

**FORENSIC MEDICAL REPORT:
ACUTE (<120 HOURS)
ADULT/ADOLESCENT SEXUAL ASSAULT EXAMINATION
CAL OES 2-923**

October 2024



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

For copies of this form or assistance in completing the Cal OES 2-923, please contact:
California Clinical Forensic Medical Training Center
www.ccfmtc.org

**FORENSIC MEDICAL REPORT: ACUTE (<120 HOURS)
 ADULT/ADOLESCENT SEXUAL ASSAULT EXAMINATION
 STATE OF CALIFORNIA**

Governor's Office of Emergency Services

Cal OES 2-923

Confidential Document

Name of medical facility:

A. GENERAL INFORMATION (print or type)	Arrival date:	Arrival time:	Discharge date:	Discharge time:
---	---------------	---------------	-----------------	-----------------

1. Name of patient	DOB	Age	Patient ID number
--------------------	-----	-----	-------------------

2. Address	City	County	State	Telephone (C) (W)	Safe to Contact? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
------------	------	--------	-------	-------------------	--

3. Primary Language:	Gender Identity <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Transgender Woman <input type="checkbox"/> Transgender Man <input type="checkbox"/> Non-Binary/Non-Conforming <input type="checkbox"/> Other _____ <input type="checkbox"/> Prefer not to state	Preferred Pronouns <input type="checkbox"/> He <input type="checkbox"/> She <input type="checkbox"/> They <input type="checkbox"/> Other _____ <input type="checkbox"/> Prefer not to state	Biological Sex <input type="checkbox"/> Female <input type="checkbox"/> Male	Ethnicity <input type="checkbox"/> White/Caucasian <input type="checkbox"/> Black/African-American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Native American/Alaskan Native Name of Tribe: _____ <input type="checkbox"/> Prefer not to state <input type="checkbox"/> Other
Interpreter Offered: <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> Declined Interpreter Name/ID: _____		Affiliation: _____ Disability: <input type="checkbox"/> No <input type="checkbox"/> Yes If yes describe: _____		
Telephone: _____				

B. REPORTING AND AUTHORIZATION	Jurisdiction (<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other):	Courtesy Report: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Agency: _____
---------------------------------------	---	---

1. <input type="checkbox"/> Telephone report made to law enforcement agency or <input type="checkbox"/> Responding Officer						
Name of Officer	Agency	ID Number	Telephone	Reported by (Name):	Date	Time

2. I request a forensic medical examination for suspected sexual assault at public expense						
Law Enforcement Officer	Agency	ID Number	Telephone	Case Number	Date	Time

Authorizing Law Enforcement Officer Signature: _____ Check Here when Authorization Received by Telephone:

C. PATIENT INFORMATION

I understand that healthcare professionals are required by Penal Code sections 11160-11161 to report to law enforcement authorities cases in which _____ (initial) medical care is sought when injuries have been inflicted upon any person in violation of state penal law. The report must state the name of the injured person, current whereabouts, and the type and extend of injuries.

D. PATIENT CONSENT

Minors: Family Code Section 6927 permits minors (12 to 17 years of age) to consent to medical examination, treatment, and evidence collection for sexual assault without parental consent. See instructions for parental notification requirements for minors.

- I understand that a forensic medical examination for evidence of sexual assault at public expense can, with my consent, be conducted by a qualified healthcare professional to discover and preserve evidence of the assault. If conducted, the report of the examination and any evidence obtained will be released to law enforcement authorities. I understand that the examination may include the collection of reference specimens at the time of the examination or at a later date. I understand that I may withdraw consent at any time for any portion of the examination. _____ (initial)
- I understand that collection of evidence may include photographing injuries and that these photographs may include the genital area. _____ (initial)
- I understand that I may request this forensic medical examination kit not be tested. (Penal Code Section 680(h)(2)). _____ (initial)
- I have received a copy of my victim rights card/brochure (Penal Code Section 680.2(a)). _____ (initial)
- I understand that data without patient identity may be collected from this report for health and forensic purposes and may be provided to health authorities and other qualified persons with a valid educational or scientific interest for demographic or epidemiological studies. _____ (initial)

I have read and understand all of the above and consent to a Sexual Assault Forensic Medical Exam.

Signature _____ Date: _____

If Signed by Other Than Patient, Print Name _____ Patient Parent Guardian

E. PATIENT HISTORY

1. Name of person providing history	Relationship to patient	Date	Time
-------------------------------------	-------------------------	------	------

2. Pertinent medical history

Are you menstruating now? No Yes Unsure

Any recent (60 days) anal-genital injuries, surgeries, diagnostic procedures, or medical treatment that may affect the interpretation of current physical findings? No Yes

If yes, describe: _____

Any other pertinent medical condition(s) that may affect the interpretation of current physical findings? No Yes

If yes, describe: _____

Any pre-existing physical injuries? No Yes

If yes, describe: _____

3. Pertinent pre- and post-assault related history

Other intercourse within past 5 days? No Yes

If yes:

Anal (within past 5 days)? When _____ No Yes

Vaginal (within past 5 days)? When _____ No Yes

Oral (within past 24 hours)? When _____ No Yes

If yes, did ejaculation occur? When _____ No Yes

If yes, where? _____ No Yes Unsure

If yes, was a condom used? No Yes Unsure

Any voluntary alcohol use w/in 24 hrs. prior to assault? No Yes Unsure

Any voluntary drug use w/in 120 hrs. prior to assault? No Yes Unsure

Any voluntary drug or alcohol use between the time of assault and forensic exam? No Yes Unsure

*Collection of blood-alcohol and urine toxicology samples required on all patients regardless of history.

4. Post-assault hygiene/activity Not applicable if over 120 hours

Urinated? No Yes

Defecated? No Yes

Genital or body wipes? No Yes

If yes, describe: _____

Douched? No Yes

If yes, with what? _____

Removed/inserted tampon diaphragm No Yes

Oral gargle/rinse? No Yes

Bath/shower/wash? No Yes

Brushed teeth? No Yes

Ate or drank? No Yes

Changed clothing? No Yes

If yes, describe: _____

5. Assault-related history

Loss of memory? No Yes

If yes, describe: _____

Lapse of consciousness? No Yes

If yes, describe: _____

* If yes, follow Loss of Awareness Protocol (see Cal OES 2-924 instructions for page 5)

Vomited? No Yes

If yes, describe: _____

Non-genital injury, pain, and/or bleeding? No Yes

If yes, describe: _____

Anal-genital injury, pain, and/or bleeding? No Yes

If yes, describe: _____

Patient Identification

F. ASSAULT HISTORY

1. Date of assault(s) _____ Time of assault(s) _____

2. Pertinent physical surroundings of assault(s)

3. Alleged assailant(s) name(s)	Age	Gender		Ethnicity	Relationship to Patient	
		M	F		Known	Unknown
#1						
#2						
#3						
#4						

4. Methods employed by assailant(s)

Weapons? No Yes

Threatened? No Yes

If yes, describe: _____

Injuries inflicted No Yes

If yes, describe: _____

Type(s) of weapons? No Yes

If yes, describe: _____

Physical blows? No Yes

If yes, describe: _____

Grabbing/holding/pinching? No Yes

If yes, describe: _____

Physical restraints? No Yes

If yes, describe: _____

Strangulation/choking? No Yes

If yes, describe: _____

Burns (thermal and/or chemical)? No Yes

If yes, describe: _____

Threat(s) of harm? No Yes

If yes, describe: _____

Target(s) of threat(s)? No Yes

If yes, describe: _____

Other methods? No Yes

If yes, describe: _____

Involuntary ingestion of alcohol/drugs No Yes Unsure

If yes, Alcohol Drugs

If yes, Forced Coerced Suspected

*Collection of blood-alcohol and urine toxicology sample required on all patients regardless of history.

5. Injuries inflicted upon the assailant(s) during assault?

No Yes If yes, describe injuries, possible locations on the body, and how they were inflicted: _____

H. GENERAL PHYSICAL EXAMINATION					
Record all findings using diagrams, legend, and a consecutive numbering system.					
1. Blood pressure	Pulse	Resp.	Temp.	2. Exam Started	Completed
				Date & Time	Date & Time
3. Describe general physical appearance			4. Describe general demeanor		

Patient Identification

5. Describe condition of clothing upon arrival

6. Collect outer and under clothing if indicated Not Indicated 7. Conduct a physical examination Findings No Findings

8. Collect dried and moist secretions, stains, and foreign materials from the body Body Collection(s) Done No Body Collection

Scan the entire body with an ALS (Alternate Light Source) and indicate ALS⊕ if there are findings Findings No Findings

9. Collect fingernail swabbings (Use two (2) microtipped swabs per hand)

Diagram A

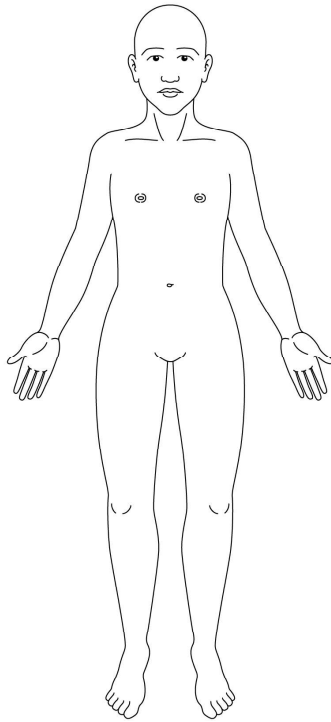
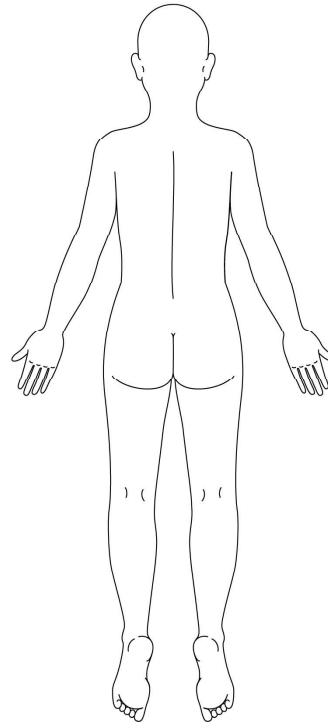


Diagram B



LEGEND: TYPES OF FINDINGS

- | | | | | |
|-------------------------------------|-------------------------------|---------------------------|--|----------------------------|
| AB Abrasion | DF Deformity | FB Foreign Body | OF Other Foreign Materials (describe) | SI Suction Injury |
| ALS Alternate Light Source ⊕ | DS Dry Secretion | IN Induration | OI Other Injury (describe) | SW Swelling |
| BI Bite | EC Ecchymosis (bruise) | IW Incised Wound | PE Petechiae | TB Toluidine Blue ⊕ |
| BU Burn | ER Erythema (redness) | LA Laceration | PS Potential Saliva | TE Tenderness |
| DE Debris | F/H Fiber/Hair | MS Moist Secretion | SHX Sample Per History | V/S Vegetation/Soil |

Locator #	Type	Description	Locator #	Type	Description

RECORD ALL CLOTHING AND SPECIMENS COLLECTED ON PAGE 8

I. HEAD, NECK, AND ORAL EXAMINATION

Record all findings using diagrams, legend, and a consecutive numbering system.

1. Examine face, head, hair, scalp, and neck for injury and foreign materials

Findings No Findings

2. Collect dried and moist secretions, stains, and foreign materials from face, head, hair, scalp, and neck

Collection Done
 No Collection

Scan areas with an Alternative Light Source (ALS) Indicate ALS ⊕ if there are findings.

Findings No Findings

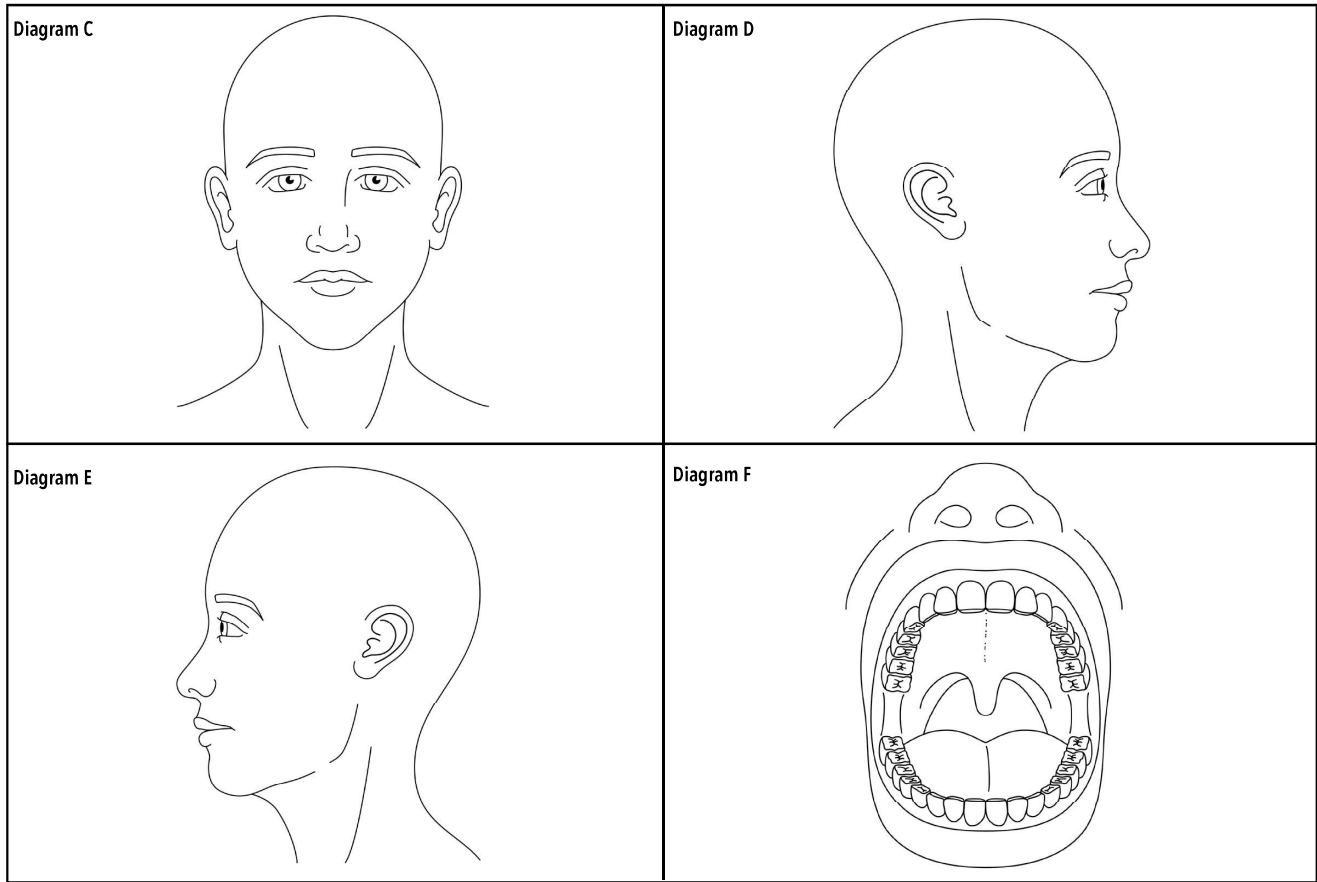
Patient Identification

3. Examine the oral cavity for injury and foreign materials

Collect foreign materials. Findings No Findings

4. Collect two (2) swabs from the oral cavity and swap the perioral area separately with two (2) swabs up to 24 hours post-assault

5. Collect head hair reference samples *only if foreign hair is found*



LEGEND: TYPES OF FINDINGS

- | | | | | |
|-------------------------------------|-------------------------------|---------------------------|--|----------------------------|
| AB Abrasion | DF Deformity | FB Foreign Body | OF Other Foreign Materials (describe) | SI Suction Injury |
| ALS Alternate Light Source ⊕ | DS Dry Secretion | IN Induration | OI Other Injury (describe) | SW Swelling |
| BI Bite | EC Ecchymosis (bruise) | IW Incised Wound | PE Petechiae | TB Toluidine Blue ⊕ |
| BU Burn | ER Erythema (redness) | LA Laceration | PS Potential Saliva | TE Tenderness |
| DE Debris | F/H Fiber/Hair | MS Moist Secretion | SHX Sample Per History | V/S Vegetation/Soil |

Locator #	Type	Description	Locator #	Type	Description

RECORD ALL CLOTHING AND SPECIMENS COLLECTED ON PAGE 8

L. EVIDENCE COLLECTED AND SUBMITTED TO CRIME LAB

1. Clothing placed in evidence kit	Other clothing placed in bags

2. Foreign materials collected

Swabs/suspected blood	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Dried secretions	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Fiber/loose hairs	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Vegetation	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Soil/debris	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Swabs/suspected semen	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Swabs/suspected saliva	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Swabs/ALS areas	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Fingernail swabbings	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Matted hair cuttings	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
Pubic hair brushings	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
<input type="checkbox"/> Absent		
Intravaginal foreign body	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
If yes, describe: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other types	<input type="checkbox"/> No <input type="checkbox"/> Yes	Collected by: _____
If yes, describe: _____	<input type="checkbox"/>	<input type="checkbox"/>

3. Other body surface and cavity evidence swabs

	# of swabs	Not applicable	Collected by
Oral			
Perioral			
Neck			
Breasts			
Mons pubis			
Vulva			
Vaginal			
Cervical			
Perianal			
Rectal			
Penile			
Scrotal			

M. TOXICOLOGY SAMPLES

Blood-alcohol/toxicology (gray stoppered tube)
 No Yes Time: _____ Collected by: _____

Urine toxicology
 No Yes Time: _____ Collected by: _____

N. REFERENCE SAMPLES

Collect a buccal swab for DNA reference sample
 No Yes Collected by: _____

Other (only if indicated) Please Describe: _____
 No Yes Collected by: _____

Patient Identification

O. PHOTO DOCUMENTATION METHODS

Body No Yes Colposcope Digital Camera/Macrolens
 Colposcope/Videocamera Other Optics: _____

Genitals No Yes Colposcope Digital Camera/Macrolens
 Colposcope/Videocamera Other Optics: _____

Photographed by: _____

P. RECORD EXAM METHODS

Colposcopy No Yes Toluidine Blue Dye No Yes

Other magnifier No Yes Vaginal Speculum Exam No Yes

Other No Yes Anoscopic exam No Yes

Loss of Awareness Protocol No Yes

If yes, describe: _____

Q. RECORD EXAM FINDINGS

Physical findings No physical findings

R. SUMMARIZE POSITIVE FINDINGS

S. PRINT NAMES OF PERSONNEL INVOLVED

History taken by: _____ Phone: _____

Exam performed by: _____ Phone: _____

Specimens labeled/sealed by: _____ Phone: _____

Assisted by N/A _____ Phone: _____

Primary examiner: _____ Phone: _____

Signature: _____ License #: _____

T. EVIDENCE DISTRIBUTION

Clothing (item(s) not placed in evidence kit) Given to: _____

Evidence kit Given to: _____

Blood-alcohol samples Given to: _____

Urine toxicology samples Given to: _____

Buccal swab for DNA reference sample Given to: _____

Other reference samples Given to: _____

(only if indicated)

U. SIGNATURE OF OFFICER RECEIVING EVIDENCE

Signature: _____

Print name: _____ ID#: _____

Agency: _____

Date: _____ Phone: _____

**State of California
Governor's Office of Emergency Services
(www.caloes.ca.gov)**

**FORENSIC MEDICAL REPORT:
SEXUAL ASSAULT SUSPECT
EXAMINATION**

CAL OES 2-950



For copies of this form or assistance in completing the Cal OES 2-950, please contact
California Clinical Forensic Medical Training Center
(916) 930-3080 or www.ccfmtc.org

**FORENSIC MEDICAL REPORT:
 SEXUAL ASSAULT SUSPECT EXAMINATION**

**STATE OF CALIFORNIA
 CALIFORNIA OFFICE OF EMERGENCY SERVICES**

Cal OES 2-950
 Confidential Document

Patient Identification

A. GENERAL INFORMATION (print or type) Name of Medical Facility:

1. Name of patient Patient ID number

2. Address City County State Telephone (W) (H)

3. Age	DOB	Gender M F	Ethnicity	Date/time of arrival	Date/time of discharge
--------	-----	---------------	-----------	----------------------	------------------------

B. AUTHORIZATION Jurisdiction (city county other):

1. Name of Law Enforcement Officer Agency ID Number Telephone

2. I request a forensic medical examination for suspected sexual assault at public expense.

Law enforcement officer signature Date Time Case number

C. MEDICAL HISTORY

1. Any recent (60 days) anal-genital injuries, surgeries, diagnostic procedures, or medical treatment that may affect the interpretation of current physical findings? No Yes
 If yes, describe: _____
2. Any other pertinent medical condition(s) that may affect the interpretation of current physical findings? No Yes
 If yes, describe: _____
3. Any pre-existing physical injuries? No Yes
 If yes, describe: _____

D. RECENT HYGIENE INFORMATION Not applicable if over 72 hours

	No	Yes		No	Yes
Urinated	<input type="checkbox"/>	<input type="checkbox"/>	Bath/shower/wash	<input type="checkbox"/>	<input type="checkbox"/>
Defecated	<input type="checkbox"/>	<input type="checkbox"/>	Brushed teeth	<input type="checkbox"/>	<input type="checkbox"/>
Genital or body wipes	<input type="checkbox"/>	<input type="checkbox"/>	Ate or drank	<input type="checkbox"/>	<input type="checkbox"/>
If yes, describe: _____			Changed clothing	<input type="checkbox"/>	<input type="checkbox"/>
Oral gargle/rinse	<input type="checkbox"/>	<input type="checkbox"/>	If yes, describe: _____		

E. GENERAL PHYSICAL EXAMINATION

1. Blood Pressure	Pulse	Respiration	Temperature	2. Date/Time of Examination	
				Started	Completed
3. Height	Weight	Hair color	Eye color	<input type="checkbox"/> Right-handed	
				<input type="checkbox"/> Left-handed	

4. Describe general physical appearance.
5. Describe general demeanor.
6. Describe condition of clothing upon arrival.
7. Collect outer and under clothing, if indicated. Not indicated

DISTRIBUTION OF Cal OES 2-950

Copy within evidence kit - Crime Lab Copy - Medical Facility Records

- E. GENERAL PHYSICAL EXAMINATION**
 Record all findings using diagrams, legend, and a consecutive numbering system
8. Conduct a physical examination. Record scars, tattoos, skin lesions, and distinguishing physical features. Findings No Findings
 9. Collect dried and moist secretions, stains, and foreign materials from the body. Scan the entire body with a Wood's Lamp Findings No Findings
 10. Collect fingernail scrapings or cuttings according to local policy.
 11. Collect chest hair reference samples according to local policy.

Patient Identification

Diagram A

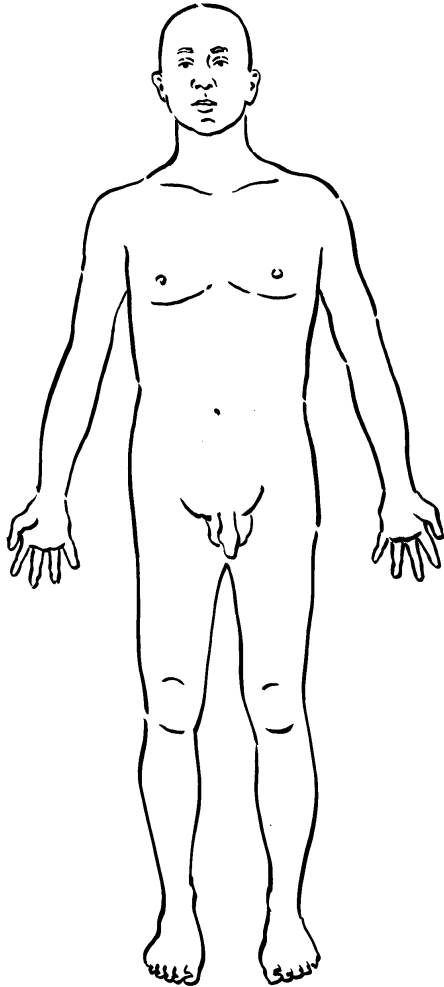
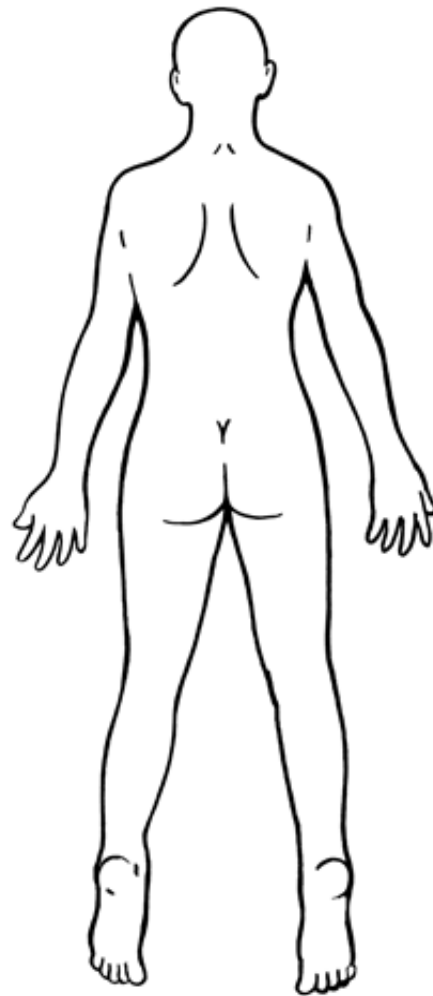


Diagram B



LEGEND: Types of Findings

AB Abrasion	DE Debris	F/H Fiber/hair	OF Other Foreign Materials (describe)	SC Scars	TA Tattoos
BI Bite	DF Deformity	IN Induration	OI Other Injury (describe)	SHX Sample Per History	TB Toluidine Blue⊕
BP Body Piercing	DS Dry Secretion	IW Incised Wound	PE Petechiae	SI Suction Injury	TE Tenderness
BU Burn	EC Ecchymosis (bruise)	LA Laceration	PS Potential Saliva	SW Swelling	V/S Vegetation/Soil
CS Control Swab	ER Erythema (redness)	MS Moist Secretion			WL Wood's Lamp⊕

Locator #	Type	Description	Locator #	Type	Description

RECORD ALL CLOTHING AND SPECIMENS COLLECTED ON PAGE 5

F. HEAD, NECK, AND ORAL EXAMINATION

Record all findings using diagrams, legend, and a consecutive numbering system.

1. Examine the face, head, hair, scalp, and neck for injury and foreign materials Findings No Findings
2. Collect dried and moist secretions, stains, and foreign materials from face, head, hair, scalp, and neck.
 Findings No Findings
3. Examine the oral cavity for injury and foreign materials (if indicated by assault history). Collect foreign materials.
 Exam done: Not applicable Yes Findings No Findings
4. Collect 2 swabs from the oral cavity up to 12 hours post assault and prepare one dry mount slide from one of the swabs.
5. Collect head and facial hair reference samples according to local policy.

Patient Identification _____

Diagram D

Diagram C

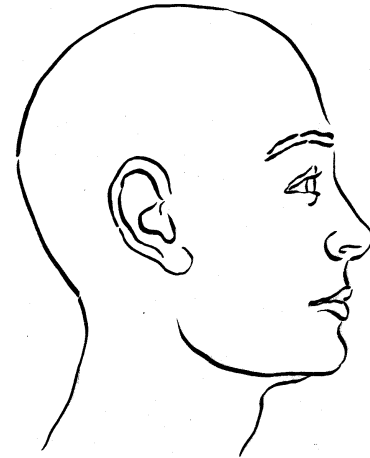
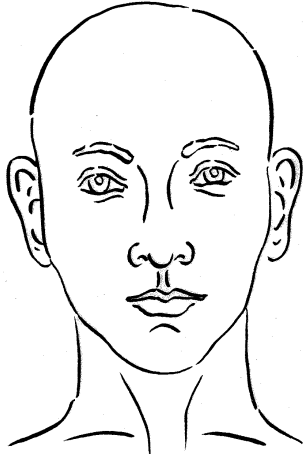


Diagram E

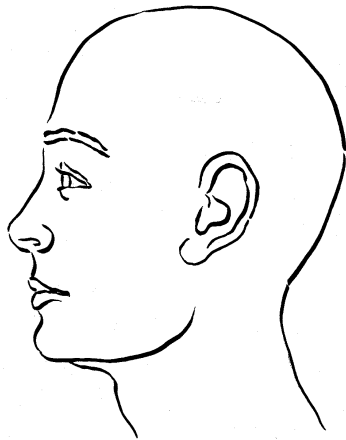
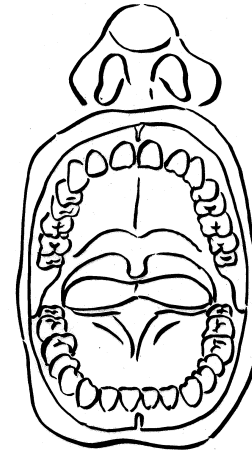


Diagram F



LEGEND: Types of Findings

AB Abrasion	DE Debris	F/H Fiber/hair	OF Other Foreign Materials (describe)	SC Scars	TA Tattoos
BI Bite	DF Deformity	IN Induration	OI Other Injury (describe)	SHX Sample Per History	TB Toluidine Blue⊕
BP Body Piercing	DS Dry Secretion	IW Incised Wound	PE Petechiae	SI Suction Injury	TE Tenderness
BU Burn	EC Ecchymosis (bruise)	LA Laceration	PS Potential Saliva	SW Swelling	V/S Vegetation/Soil
CS Control Swab	ER Erythema (redness)	MS Moist Secretion			WL Wood's Lamp⊕

Locator #	Type	Description	Locator #	Type	Description

RECORD ALL SPECIMENS COLLECTED ON PAGE 5

G. GENITAL EXAMINATION

Record all findings using diagrams, legend, and a consecutive numbering system.

1. Examine the inner thighs, external genitalia, and perineal area. Check the box(es) if there are assault related findings:

- No Findings
- Inner thighs Glans penis Scrotum
 Perineum Penile shaft Testes
 Foreskin Urethral meatus

2. Circumcised

- No Yes

3. Collect dried and moist secretions, stains, and foreign materials. Scan the area with a Wood's Lamp. Findings No Findings

4. Collect pubic hair combing or brushing.

5. Collect pubic hair reference samples according to local policy.

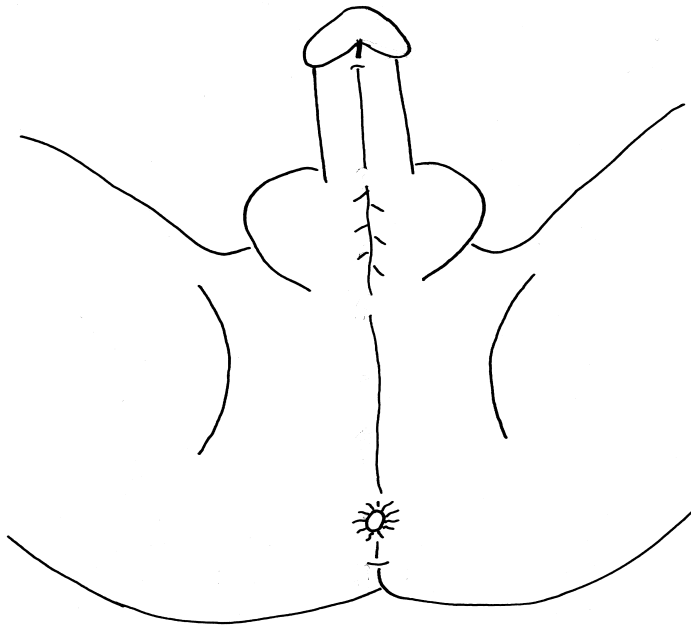
6. Collect 2 penile swabs, if indicated by assault history. N/A

7. Collect 2 scrotal swabs, if indicated by assault history. N/A

8. Record other findings per history. No Yes

If yes, describe:

Diagram G



Patient Identification

Diagram H

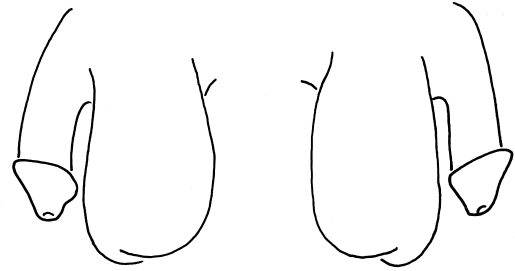


Diagram I

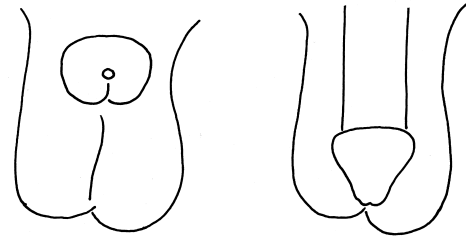
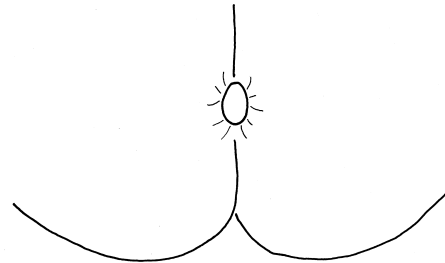


Diagram J



LEGEND: Types of Findings

AB Abrasion	ER Erythema (redness)	PE Petechiae	V/S Vegetation/Soil
BI Bite	F/H Fiber/Hair	PS Potential Saliva	WL Wood's Lamp⊕
BP Body Piercing	IN Induration	SC Scars	
BU Burn	IW Incised Wound	SHX Sample Per History	
CS Control Swab	LA Laceration	SI Suction Injury	
DE Debris	MS Moist Secretion	SW Swelling	
DF Deformity	OF Other Foreign	TA Tattoos	
DS Dry Secretion	Materials (describe)	TB Toluidine Blue⊕	
EC Ecchymosis (bruise)	OI Other Injury (describe)	TE Tenderness	

Locator #	Type	Description

RECORD ALL SPECIMENS COLLECTED ON PAGE 5

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1, Rate Sheet and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b. Invoices shall include the Agreement number and Purchase Order number and shall be submitted not more frequently than monthly in arrears. The Contractor shall submit invoices for services rendered electronically to the email address provided below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.
- c. The Contractor also has the option to submit their invoices by mail to the address listed below. Invoices shall be itemized, separating parts and labor. Labor hours shall be clearly listed and according to actual hours in which services were performed. Approved estimates, Service Reports, parts receipts, and/or subcontractor receipts shall accompany the invoice to the State. Payment will be for actual expenses only, not estimated costs.

To submit invoices by mail for Institutions and Board of Parole Hearing contracts:

For electronic submission, send invoices to:
Institutionnonmedcontractinvoices@cdcr.ca.gov

California Department of Corrections and Rehabilitation (CDCR)
ASB - Sacramento
Attention: **MSC 16** – Accounts Payable B
P.O. Box 187021
Sacramento, CA 95818-7021

The invoice email file format must meet the following criteria:

- Invoices must be sent as a PDF file format only.
- One invoice per PDF file - all supporting documents to be included in the same file.
- Invoice must be first page of PDF with supporting documents following.
- Multiple invoices per email, as separate attachments, are allowed. For example, if there are 20 invoices, one email with 20 separate attachments can be sent.
- No Zip files are allowed.
- No details or messages in the body of the email, as those will not be transferred to the invoice processor.
- Only original invoices being sent for the first time – sending statements, copies, and revised invoices will cause delays

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

When a subcontractor is utilized, the subcontractor must provide a detailed, itemized receipt that adheres to the terms of this Agreement. Under no circumstances will the Contractor be allowed to mark up or manipulate the hours of the quote provided by the subcontractor in order to cover additional expenses. The quote from the subcontractor and Contractor must adhere to the rates identified in the Exhibit B-1, Rate Sheet. There will be no additional compensation for any work that is performed by a subcontractor that was not identified on the Exhibit A, Scope of Work.

5. Advanced Payment for Non-Profit Organizations

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. City/County Rate Increase

It is understood that the city/county may regulate some or all of the Contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

SEXUAL ASSAULT FORENSIC EXAMINATION (S.A.F.E) SERVICES

Any quantities listed on the Exhibit B-1, Rate sheet are the State's estimates only and are offered as a basis for the comparison of bids. The State will not pay for travel time and per diem as it should be included in any rates at the time of bidding for this job.

NOTE: A zero-dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the bidder indicating a zero-dollar (\$0.00) amount shall perform any such services at no cost to the State.

The state does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.

All prices and notations must be printed in ink or typewritten. All prices must be bid U.S. currency and shall encompass every item of expense necessary to perform the services.

A. Calipatria State Prison (CAL)

Description of Services	Fee	x	Estimated Number of Services	=	Total
Interview, evidence kit, photo documentation, Sexually Transmitted Disease (STD) check (if applicable), STD prophylaxis. Victim Evidentiary Examination (4+ hours)	\$2,500.00	x	9	=	\$ 22,500.00
Interview, evidence kit, photo documentation, Sexually Transmitted Disease (STD) check (if applicable). STD prophylaxis (if applicable). Suspect Evidentiary Examination. (4+ hours)	\$1,350.00	x	9	=	\$ 12,150.00
Follow-up Exams (Up to 3 per patient without authorization)	\$ 300.00	x	9	=	\$ 2,700.00
CAL Total =					\$ 37,350.00

B. Centinela State Prison (CEN)

Description of Services	Fee	x	Estimated Number of Services	=	Total
Interview, evidence kit, photo documentation, Sexually Transmitted Disease (STD) check (if applicable), STD prophylaxis. Victim Evidentiary Examination (4+ hours)	\$2,500.00	x	20	=	\$ 50,000.00
Interview, evidence kit, photo documentation, Sexually Transmitted Disease (STD) check (if applicable). STD prophylaxis (if applicable). Suspect Evidentiary Examination. (4+ hours)	\$1,350.00	x	20	=	\$ 27,000.00
Follow-up Exams (Up to 3 per patient without authorization)	\$ 300.00	x	20	=	\$ 6,000.00
CEN Total =					\$ 83,000.00

C. Ironwood State Prison (ISP)

Description of Services	Fee	x	Estimated Number of Services	=	Total
Interview, evidence kit, photo documentation, Sexually Transmitted Disease (STD) check (if applicable), STD prophylaxis. Victim Evidentiary Examination (4+ hours)	\$2,500.00	x	6	=	\$ 15,000.00
Interview, evidence kit, photo documentation, Sexually Transmitted Disease (STD) check (if applicable). STD prophylaxis (if applicable). Suspect Evidentiary Examination. (4+ hours)	\$1,350.00	x	6	=	\$ 8,100.00
Follow-up Exams (Up to 3 per patient without authorization)	\$ 300.00	x	6	=	\$ 1,800.00
ISP Total =					\$ 24,900.00

Agreement Total (A + B + C) = \$ 145,250.00

BASIS OF AWARD

Contractor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$50.00.

Discount offered on invoices to be paid within 30 days of receipt = %*

*The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to the Notice to Prospective Bidders, Bid Submission Requirements.

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Information

CDCR and Provider agree that all incarcerated individual/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

4. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

5. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

6. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

7. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

8. Extension of Term

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

9. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there

is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting incarcerated individual and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to incarcerated individuals/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that incarcerated individuals and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with incarcerated individuals and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR incarcerated individuals and/or parolees at the facility and access to incarcerated individual and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

10. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

11. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

12. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

13. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

14. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

15. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

16. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to incarcerated individuals or parolees. The Contractor shall not itself employ or offer to employ incarcerated individuals or parolees either directly

or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with incarcerated individuals or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

17. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from

entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

20. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

21. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

22. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

23. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

24. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of

2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

25. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

26. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated individuals or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any incarcerated individual or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

27. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

28. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

29. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

- Commercial General Liability – Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).
- Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- Medical Professional Liability – Provider agrees to carry a minimum coverage of \$1,000,000 per claim up to an annual aggregate of \$3,000,000 for professional liability.

30. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around incarcerated individuals/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with incarcerated individuals/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

The following provisions apply to services provided on departmental and/or institution grounds:

31. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

32. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison incarcerated individuals and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around incarcerated individuals who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison incarcerated individuals or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison incarcerated individuals or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison incarcerated individuals, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and Title 9, Section 30936; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288; Title 9, Sections 30275 and 30958; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176(a); Title 9, Section 30275; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison incarcerated individuals to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison incarcerated individuals or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CCR, Title 9, Sections 30976 and 30945; WIC Section 1001.5.

- g. It is illegal to give or take letters from incarcerated individuals or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison incarcerated individuals or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, and 3425; Title 9, Section 31609; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383; Title 9, Sections 30935 and 30275.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison incarcerated individual or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174(b)(1) and Title 9, Section 30275.

- j. Interviews with SPECIFIC INCARCERATED INDIVIDUALS are not permitted. Conspiring with an incarcerated individual to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177; Title 9, Section 31100(a)(1).

33. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

34. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

35. Prison Rape Elimination Policy

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our incarcerated individuals, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR incarcerated individuals, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR incarcerated individuals and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with incarcerated individuals, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and

response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with incarcerated individuals.

Any contract employee who appears to have engaged in sexual misconduct of an incarcerated individual shall be prohibited from contact with incarcerated individuals and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

36. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

37. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

SEXUAL ASSAULT FORENSIC EXAMINATION (S.A.F.E.) SERVICES

NOTE: CDCR makes no guarantee that all Institutions listed will request services.

INSTITUTION CONTRACT LIAISONS

INSTITUTION	ISU LIEUTENANT	TELEPHONE NUMBER	FAX NUMBER
Calipatria State Prison (CAL) 7018 Blair Road Calipatria, CA 92233	Anthony Lara	(760) 348-7000 ext. 5340	(760) 348-6037
Centinela State Prison (CEN) 2302 Brown Road Imperial, CA 92251	Michael Ramirez	(760) 921-9000 ext. 5524	(760) 337-7655
Ironwood State Prison (ISP) 19005 Wiley's Well Road Blythe, CA 92225	ISU Lieutenant	(760) 921-9000 ext. 5524	N/A

ADDITIONAL INSTITUTION CONTACTS

INSTITUTION	CMO/CEO	WATCH COMMANDER	FACILITY CAPTAIN	EMERGENCY ROOM NURSE
CAL	(760) 604-4629	(760) 348-7000 Ext. 5300 (760) 604-6159 (Cell)	(760) 948-7000 Ext. 5325 (760) 550-0977 (Cell)	(760) 348-700 Ext. 4637 or 4639 (442) 258-6038 (Cell)
CEN	(760) 337-7900 Ext. 7075	(760) 337-7612	(760) 337-7900 Ext. 5545	(760) 337-7900 Ext. 7622 or 7623
ISP	(760) 921-3000 Ext. 6687	(760) 921-9000 Ext. 5524	(760) 921-3000 Ext. 7532	(760) 921-3000 RN Ext. 6731 or 6732 SRN II Ext. 6831

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

SEXUAL ASSAULT FORENSIC EXAMINATION (S.A.F.E) SERVICES

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.103.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI

disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and

federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;

- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
 - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
 - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
 - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
- Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
- If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
 - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
 - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
 - (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.

- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information.

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

- (c) Effect of Termination.
 - (i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the

conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal
Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.
2. Informal Appeal
If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.
3. Formal Appeal
Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary.

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Imperial Valley Healthcare District dba Pioneers Memorial Hospital
California Department of Corrections and Rehabilitation (CDCR)
Business Associates Agreement (HIPAA)
Rev. 12/2023

Agreement Number C5613123
Exhibit F

Business Associate:

Carley Loper, Chief Financial Officer
Imperial Valley Healthcare District dba Pioneers Memorial Hospital
207 W Legion Road
Brawley, CA 92227

Telephone: 760.351.3580
Facsimile: 760.351.3568

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word “staff” includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR’s policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Imperial Valley Healthcare District

Title: Intermediate NICU Social Work Services		Policy No. CLN-02520
		Page 1 of 4
Current Author: Sandra Taylor, RNC-NIC, BSN		Effective: 4/18/2018
Latest Review/Revision Date: 11/11/2025		Manual: Clinical / Nursery/NICU

Collaborating Departments: Case Management, NICU Medical Director, NICU Manager		Keywords: Social Services/Neonate		
Approval Route: List all required approval				
MARCC 11/2025	PSQC	Other:		
Clinical Service <u>Pediatrics</u> 01/2026	MSQC 01/2026	MEC 01/2026	BOD 01/2026	

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

1.1 To describe the responsibilities of the Social Service Department in the NICU of Pioneers Memorial Hospital

1.2

2.0 Scope: Neonatal Staff and Social Services – Medical Social Work (MSW)

3.0 Policy:

- 3.1 Social work services will be provided in the Intermediate NICU by a CCS-paneled medical social worker (MSW) holding a master's degree in social work and who has expertise in psychosocial issues affecting the families of seriously ill neonates/infants.
- 3.2 For every 15 patients in the Intermediate NICU, there will be one full-time equivalent MSW.
- 3.3 Social work services are provided as part of multidisciplinary patient care to all patients and families upon admission to the Intermediate NICU.
- 3.4 Social Workers work collaboratively within the multidisciplinary health care team to maximize the family's understanding and adjustment to their child's medical condition, support families throughout hospitalization and facilitate discharge home.

4.0 Definitions:

- 4.1 EMR – Electronic Medical Record
- 4.2 CPS – Child Protective Services
- 4.3 CCS – California Children's Services

5.0 Procedure:

- 5.1 There will be a MSW assigned to all patients upon admission to the Intermediate NICU and:
- 5.1.1 A physicians order will be input to the patients chart for an MSW consult.
- 5.1.1.1 If the MSW has not responded within 24 hours, call the Case Management department to follow-up.
- 5.1.2 A social work assessment will be completed within two working days of admission.
- 5.1.3 The social work assessment will include an interview of at least one of the infants' parents or primary caretaker. The parent(s) or primary caretaker(s) will be included as early as possible in the decision-making related to the care of their infant.

Imperial Valley Healthcare District

Title: Intermediate NICU Social Work Services		Policy No. CLN-02520
		Page 2 of 4
Current Author: Sandra Taylor, RNC-NIC, BSN		Effective: 4/18/2018
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- 5.1.4 A preliminary care service plan will be developed with the parent(s) or primary caretaker(s) within five working days of admission to the Intermediate NICU which will include, but not limited to the assessment of the following:
 - 5.1.4.1 Significant family stress factors
 - 5.1.4.2 Environmental factors
 - 5.1.4.3 Mental health factors
 - 5.1.4.4 Any other psychosocial factors and how these factors in the family will be addressed
- 5.1.5 Social Workers will screen CCS patients with stays greater than 3 days in compliance with CCS standards.
- 5.1.6 Social work progress notes will be completed at least on a weekly basis or more often as indicated and will include psychosocial data, significant changes in the infants' family, updates on implementation and results of the services plan and plans to continue contact with the family for ongoing support.
- 5.1.7 MSW reports and notes will be recorded in the infants chart and be readily available to other Intermediate NICU team members.
- 5.2 Direct Services to the family include the following:
 - 5.2.1 Initial contact with the family to assess their insight, their understanding of their child's medical condition and their coping with the crisis of their child's hospitalization and illness.
 - 5.2.1.1 Parent(s) or primary caregiver(s) shall be included as early as possible in the decision-making process related to the care of their infant.
 - 5.2.1.2 Where applicable, collaborate with the referring or receiving hospital as needed.
 - 5.2.2 Ongoing contact with patient's bedside nurse, MD and other team members to coordinate care for families with a Family Centered Care Approach.
 - 5.2.3 Ongoing assessment of family need for intervention (barriers, resources and support) whenever family is present at the hospital. Where applicable, social worker to initiate phone contact with the family where they are located if a reasonable barrier prevents attendance at the bedside.
 - 5.2.3.1 When the family is not present, the social worker initiates phone contact with the family to ascertain the reason for absence.
 - 5.2.3.2 Also facilitates presence at the hospital as needed to support patient, participation in the patient's care and received discharge teaching as needed.
 - 5.2.4 Crisis intervention, counseling and psychosocial support.
 - 5.2.5 Referrals to appropriate health and social agencies for community resources which may benefit the family during admission and post discharge.
 - 5.2.6 Collaborate with the appropriate care team members to assist family with discharge planning or facilitate transfer to another facility.
 - 5.2.7 Assist with services such as referral for lodging, transportation, interpretation, meals and other services, as needed.
 - 5.2.8 Provide referrals to other ancillary services which may benefit patient/family, such as pastoral care.

Imperial Valley Healthcare District

Title: Intermediate NICU Social Work Services		Policy No. CLN-02520
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- 5.2.9 When appropriate, facilitate Child Protective Services referral. <Refer to CLN-00619>
- 5.2.9.1 Call the referral to CPS and provide them with the necessary information.
- 5.2.9.1.1 For regular working hours, after hour, weekends or holidays, call:
Family and Children Services
Hotline (760) 337-7750
Fax (760) 337-5070.
- 5.2.9.2 Complete a *Suspected Child Abuse Report* form with all the requested information. Fax that form to the agency.
- 5.2.9.3 Put a copy of this form into the infants chart.
- 5.2.9.4 If the MSW did not initiate this referral, the mandated reporter (RN) initiating the *Suspected Child Abuse Report* form will mail a hard copy to the Department of Social Services.
- 5.2.9.4.1 Address of Department of Social Services
2995 South 4th Street
Suite 103
El Centro CA, 92243
- 5.2.9.5 The person who has first-hand knowledge or suspects abuse is responsible for completing the Suspected Child Abuse Report.
- 5.2.10 Facilitate communication among the multidisciplinary team and families, including arranging for and participating in patient care conferences when indicated.
- 5.2.11 Provide Grief Counseling to help families deal with:
- 5.2.11.1 The loss, adjustment to illness or death and bereavement process including necessary resources such as memory making, funeral arrangements, chaplaincy and other support services.
- 5.3 Indirect services provided include the following:
- 5.3.1 Participation in weekly multidisciplinary rounds, discharge planning conferences.
- 5.3.2 Consistent contact with nursing and other support staff to facilitate their understanding of the family's coping style.
- 5.3.3 Collateral contracts with agencies/professionals in the community with their written consent as required by privacy regulations.
- 5.3.4 In-service education to staff on pertinent psychosocial topics.
- 5.4 Documentation:
- 5.4.1 Psychosocial assessments for new admissions are documented in the EMR system utilizing the initial assessment form within 24 hours whenever possible, but no later than 72 hours after admission.
- 5.4.2 Ongoing documentation is completed using social work progress notes a minimum of once per week, but as often as necessary to communicate significant information.

6.0 References:

- 6.1 Hospital Discharge of the High Risk Neonate (2018) *Pediatrics*

Imperial Valley Healthcare District

Title: Intermediate NICU Social Work Services	Policy No. CLN-02520
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Current Author: Sandra Taylor, RNC-NIC, BSN	Effective: 4/18/2018
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<https://publications.aap.org/pediatrics/article/122/5/1119>

6.2 California Children's Services Manual of Procedures

<http://www.dhcs.ca.gov/services/ccs/Documents/IntermediateNICU.pdf>

6.3 Rady Children's Hospital Policy PM-11-13, *Social Work Services in the Inpatient Units* (2015)

7.0 Attachment List:

7.1 Suspected Child Abuse Report Form (SS8572)

8.0 Summary of Revisions:

8.1 Updated organization name on header and in purpose statement

8.2 Updated 6.1 reference

8.3 Otherwise, reviewed and submitted without change

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: March 12, 2026

SUBJECT:

Authorize the execution of the Resolution of the Imperial Valley Healthcare District (“IVHD”) Board of Directors authorizing investment of monies in the Local Agency Investment Fund (“LAIF”).

BACKGROUND:

The Local Agency Investment Fund is a voluntary California program managed by the State Treasurer’s Office that allows local governments and districts to pool funds for investment. The program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer’s Office professional investment staff at no additional cost to the taxpayer. With the recent name change to Imperial Valley Healthcare District, LAIF requires board resolution authorizing investment of monies in that fund.

KEY ISSUES: None

CONTRACT VALUE: *investment fund

CONTRACT TERM: (valid until formally rescinded)

BUDGETED: Yes

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Carly Loper, CFO

DATE SUBMITTED TO LEGAL: 3/5/26 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION:

That the Board authorizes the execution of the Resolution of the Imperial Valley Healthcare District (“IVHD”) Board of Directors authorizing investment of monies in the Local Agency Investment Fund (“LAIF”). as outlined.

RESOLUTION NO. 2026-0312A

RESOLUTION OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT BOARD OF DIRECTORS AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State of Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Imperial Valley Healthcare District Board of Directors hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Imperial Valley Healthcare District.

NOW THEREFORE, BE IT RESOLVED, that the Imperial Valley Healthcare District Board of Directors hereby authorize the deposit and withdrawal of Imperial Valley Healthcare District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Imperial Valley Healthcare District officers holding the titles specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Christopher R. Bjornberg, Chief Executive Officer

Carly Loper, Chief Financial Officer

James Garcia, Board Treasurer

Section 2. This resolution shall remain in full force and effect until rescinded by the Imperial Valley Healthcare District Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the Board of Directors of Imperial Valley Healthcare District, Imperial County, State of California.

ATTEST on this 12th day of March, 2026.

SIGNED: Board Secretary or Chair

Printed Name

Title

Agency Name

**REVISED SECOND AMENDMENT TO
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE – NET WITH
TYSON MEDICAL INC.**

This Revised Second Amendment to Standard Industrial/Commercial Single-Tenant Lease - Net (“**Revised Second Amendment**”) is made and entered into as of February 26, 2026 (“**Second Amendment Effective Date**”), by and between **IMPERIAL VALLEY HEALTHCARE DISTRICT**, a California Healthcare District, as Successor Agency by operation of law to HEFFERNAN MEMORIAL HEALTHCARE DISTRICT (“**Lessor**”), and **TYSON MEDICAL INC.**, a California corporation, dba All Valley Urgent Care (“**Lessee**”). Lessor and Lessee are sometimes referred to in this Revised Second Amendment individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. The Parties entered into that certain Standard Industrial/Commercial Single-Tenant Lease - Net dated April 4, 2022 (“**Original Lease**”), as amended by that certain First Amendment to Addendum to Lease effective as of January 4, 2024 (“**First Amendment**” and, together with the Original Lease, the “**Lease**”), for the premises commonly known as 400 Mary Avenue, Calexico, California 92231 (“**Premises**”).

B. On or about June 26, 2025, Lessor contemplated a certain Second Amendment to the Lease, which Second Amendment was never fully executed by and between the parties.

C. The Premises consists of approximately 7,101 square feet, comprising both (i) the north side of the building (“**North Side**”), consisting of approximately 2,469 square feet, and (ii) the south side of the building (“**South Side**”), consisting of approximately 4,632 square feet, each as depicted on **Exhibit A** attached hereto.

D. Pursuant to that certain Good-Faith Negotiation provision of the Lease, the Parties have negotiated a modification to the Lease whereby the South Side shall be removed from the Lease definition of the Premises and shall revert to Lessor for Lessor's exclusive use.

E. The Parties now desire to modify the Lease to reflect that the Premises shall consist solely of the North Side for the remainder of the Original Term, on the terms set forth herein. Capitalized terms used but not defined in this Second Amendment shall have the meanings given in the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Recitals. The above recitals are hereby confirmed as true and correct and are reaffirmed herein.

Signature Page to Second Amendment to Standard Industrial/Commercial Single-Tenant Lease -
Net

2. Removal of South Side from Premises. Effective as of the Second Amendment Effective Date, the South Side, comprising approximately 4,632 square feet and depicted on Exhibit A attached hereto, is no longer included in the definition of the Premises and shall revert to Lessor for Lessor's exclusive use and benefit. Lessee hereby relinquishes all rights, title, and interest in and to the South Side. Effective upon the Second Amendment Effective Date, each and every references to "Premises" in the Lease shall mean and refer only the North Side, comprising approximately 2,469 square feet as depicted on Exhibit A.

3. Delivery Date. The Parties acknowledge and agree that the **Delivery Date for the Premises was February 1, 2025.** The Parties further acknowledge and agree that, in accordance with the Lease, and to confirm the Expiration Date, the Original Term shall expire on January 31, 2030.

4. Paragraph 53 Base Rent Amendment shall be amended to add the following language:

The Base Rent abatement for the portion of the Premises located on the north side of the building (“**North Side**”), comprising approximately 2,469 square feet and depicted on **Exhibit A** shall expire and did expire June 30, 2025. Commencing July 1, 2025, and continuing thereafter until adjusted in accordance with this Revised Second Amendment, Lessee shall pay Base Rent for the North Side in the amount of **Two Thousand Eight Hundred Sixty-Eight and 50/100 Dollars (\$2,868.50)** per month, which amount shall be payable in accordance with the terms of the Lease, and subject to scheduled Fixed Rental Adjustments previously agreed to by the Parties in Paragraph 54 of the Lease. This amount reflects a proportionality of roughly 34.77% of the Rent Amount originally contemplated by the Lease (2469sq ft /7101sq ft = 34.77%) Accordingly, Lessee’s Base Rent for the North Side only shall be increased to the following amounts on the dates set forth below:

Base Rent (after Fixed Rental Adjustments)	New Base Rent shall be:
February 1, 2026	\$2,954.58
February 1, 2027	\$3,043.22
February 1, 2028	\$3,134.52
February 1, 2029	\$3,228.55

The Parties acknowledge that Lessee made certain improvements to the South Side, including countertops, cabinet and countertop installations, and electrical build-out, that totaling approximately \$14,500. The Parties agree in good faith to a “mutual walk away” whereby Lessee will not be reimbursed for these improvements, and in exchange, Lessor will waive Rent amounts otherwise owed by Lessee for the South Side under the Lease that are due and owing for the time period between the Delivery Date and the Seconded Amendment Effective Date.

5. Good-Faith Negotiation. The Parties acknowledge that, prior to executing this Revised Second Amendment, they mutually expressed their intent to modify the definition of the Premises under the terms of the Lease to exclude the South Side from the definition of the Premises.

6. Other Provisions In Effect. All other provisions of the Lease not modified hereby shall remain in full force and effect. In the event of any conflicts or inconsistencies between the provisions hereof and those of the Lease, the provisions of this Revised Second Amendment shall control.

7. Certification as to Original Lease. Tenant certifies that (a) the Lease is in full force and effect and has not been amended, except as previously stated in the Recitals above; (b) Tenant has no current actual knowledge of any uncured defaults on the part of Tenant or Landlord under the Lease; (c) except as set forth in this Revised Second Amendment there are no outstanding obligations by Landlord to Tenant related to any tenant improvements to the Premises, including but not limited to any tenant improvement allowances; and (d) except as contemplated under this Revised Second Amendment, there are no outstanding or unpaid broker or leasing commissions relating to the Lease.

8. Counterparts. This Revised Second Amendment may be executed in a number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. The delivery of an executed copy of this Second Amendment by electronic transmission in electronic format (for example, “pdf” or “tif”) or by electronic means (for example, DocuSign or Adobe Sign) will have the same force and effect as the delivery of a signed original. This Revised Second Amendment shall not be binding unless and until all Parties hereto have executed this Revised Second Amendment.

9. Authority. The Parties executing this Revised Second Amendment each represent and warrant to the other that they are duly authorized to do so on behalf of the Party on whose behalf they have signed and that no further consents or approvals are required in order for such person to duly bind the entity on whose behalf such individual has executed this Revised Second Amendment; and that this Revised Second Amendment is valid and shall be binding upon and enforceable against Landlord and Tenant and their respective successors and assigns and shall inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

~Signatures Follow on Next Page ~

IN WITNESS WHEREOF, Lessor and Lessee have executed this Revised Second Amendment as of the Second Amendment Effective Date.

LESSOR:

LESSEE:

IMPERIAL VALLEY HEALTHCARE DISTRICT, as successor agency to the HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

TYSON MEDICAL INC., a California corporation, dba All Valley Urgent Care

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

Depiction of North and South Side

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL DEC 2025		PRIOR YEAR DEC 2024			
ICU						
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	4,161,660		4,265,080		(103,420)	-2%
DEDUCTIONS FROM REVENUE						
DEDUCTIONS FROM REVENUE	3,108,760		3,386,474			
NET PATIENT REVENUES						
NET PATIENT REVENUES	1,052,900		878,606		174,294	20%
OPERATING EXPENSES						
SALARIES	1,123,063		1,335,985		(212,921)	
BENEFITS	274,995		341,179		(66,184)	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	1,398,058		1,677,164		(279,105)	-17%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	32,600		0		32,600	
SUPPLIES	121,807		112,294		9,513	
PURCHASED SERVICES	0		0		-	
REPAIRS AND MAINTENANCE	7,456		7,252		203	
DEPRECIATION AND AMORTIZATION	0		0		-	
INSURANCE	0		0		-	
HOSPITALIST PROGRAM	0		0		-	
OTHER EXPENSE	(25,082)		20,850		(45,932)	
ALL NON-LABOR	136,781		140,397		(3,616)	-3%
TOTAL OPERATING EXPENSES	1,534,839		1,817,561		(282,722)	-16%
NET OPERATING MARGIN	(481,939)		(938,954)		457,015	-49%
Statistics	621		673			
Rev by Stat	6,702		6,337			
Exp by Stat	2,472		2,701			

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE \$'s	FYTD ACT-PRIOR VARIANCE %
	FYTD ACTUAL DEC 2025		PRIOR YEAR DEC 2024			
Emergency Room						
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	50,018,494		50,868,218	(849,724)	-2%	
DEDUCTIONS FROM REVENUE	42,565,738		43,746,667			
NET PATIENT REVENUES	7,452,756		7,121,550	331,205	5%	
OPERATING EXPENSES						
SALARIES	3,077,990		3,196,511	(118,521)		
BENEFITS	753,681		816,314	(62,633)		
REGISTRY & CONTRACT	88,012		0	88,012		
TOTAL STAFFING EXPENSE	3,919,684		4,012,826	(93,142)	-2%	
CONTRACT LABOR	0		0	-		
PROFESSIONAL FEES	93,000		90,500	2,500		
SUPPLIES	566,823		451,612	115,211		
PURCHASED SERVICES	0		0	-		
REPAIRS AND MAINTENANCE	12,138		52,794	(40,655)		
DEPRECIATION AND AMORTIZATION	0		0	-		
INSURANCE	0		0	-		
HOSPITALIST PROGRAM	0		0	-		
OTHER EXPENSE	22,133		55,072	(32,939)		
ALL NON-LABOR	694,094		649,978	44,117		
TOTAL OPERATING EXPENSES	4,613,778		4,662,803	(49,025)	-1%	
NET OPERATING MARGIN	2,838,978		2,458,747	380,231	15%	
Statistics	21,125		23,033			
Rev by Stat	2,368		2,208			
Exp by Stat	218		202			

	FY2026		FY2025			
	FYTD	ACTUAL	FYTD	PRIOR YEAR	FYTD	FYTD
Med Surg	DEC 2025	DEC 2025	DEC 2024	DEC 2024	ACT-PRIOR	ACT-PRIOR
					VARIANCE	VARIANCE
					\$'s	%
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	17,218,191		17,498,766		(280,575)	-2%
DEDUCTIONS FROM REVENUE	11,432,879		11,846,665			
NET PATIENT REVENUES	5,785,312		5,652,101		133,211	2%
OPERATING EXPENSES						
SALARIES	3,884,007		3,895,671		(11,664)	
BENEFITS	951,044		994,864		(43,820)	
REGISTRY & CONTRACT	7,280		0		7,280	
TOTAL STAFFING EXPENSE	4,842,331		4,890,535		(48,204)	-1%
CONTRACT LABOR	0		0		-	
PROFESSIONAL FEES	0		0		-	
SUPPLIES	304,293		277,021		27,272	
PURCHASED SERVICES	319,519		390,304		(70,785)	
REPAIRS AND MAINTENANCE	964		3,833		(2,869)	
DEPRECIATION AND AMORTIZATION	0		0		-	
INSURANCE	0		0		-	
HOSPITALIST PROGRAM	0		0		-	
OTHER EXPENSE	24,915		16,977		7,937.6	
ALL NON-LABOR	649,690		688,134		(38,444)	-6%
TOTAL OPERATING EXPENSES	5,492,021		5,578,669		(86,648)	-2%
NET OPERATING MARGIN	293,291		73,432		219,859	299%
Statistics	6,008		5,760			
Rev by Stat	2,866		3,038			
Exp by Stat	914		969			

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE \$'s	FYTD ACT-PRIOR VARIANCE %
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2024	DEC 2024	DEC 2024		
Pediatrics						
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	896,363		792,077		104,286	13%
DEDUCTIONS FROM REVENUE	575,465		522,771			
NET PATIENT REVENUES	320,898		269,306		51,592	19%
OPERATING EXPENSES						
SALARIES	426,585		401,363		25,222	
BENEFITS	104,454		102,499		1,955	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	531,039		503,862		27,178	5%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	0		0		-	
SUPPLIES	21,754		18,268		3,486	
PURCHASED SERVICES	0		0		-	
REPAIRS AND MAINTENANCE	0		0		-	
DEPRECIATION AND AMORTIZATION	0		0		-	
INSURANCE	0		0		-	
HOSPITALIST PROGRAM	0		0		-	
OTHER EXPENSE	257		0		257	
ALL NON-LABOR	22,011		18,268		3,743	20%
TOTAL OPERATING EXPENSES	553,050		522,130		30,921	6%
NET OPERATING MARGIN	(232,152)		(252,823)		20,671	-8%
Statistics	352		319			
Rev by Stat	2,546		2,483			
Exp by Stat	1,571		1,637			

	FY2026		FY2025		FYTD	FYTD	ACT-PRIOR	ACT-PRIOR		
	FYTD	ACTUAL	PRIOR YEAR	DEC 2024					VARIANCE	VARIANCE
	DEC 2025	DEC 2024	\$'s	%					\$'s	%
Womens Services										
LDRP, GYN, NICU										
GROSS PATIENT REVENUES										
GROSS PATIENT REVENUE	18,292,075		17,454,632		837,443			5%		
DEDUCTIONS FROM REVENUE	12,603,240		12,026,241							
NET PATIENT REVENUES	5,688,835		5,428,391		260,445			5%		
OPERATING EXPENSES										
SALARIES	4,405,728		4,515,880		(110,152)					
BENEFITS	1,078,793		1,153,251		0					
REGISTRY & CONTRACT	351,140		722,644		(371,504)					
TOTAL STAFFING EXPENSE	5,835,661		6,391,775		(556,114)			-9%		
CONTRACT LABOR	0		0		0					
PROFESSIONAL FEES	652,675		419,000		233,675					
SUPPLIES	579,000		617,534		(38,534)					
PURCHASED SERVICES	198,128		124,425		73,703					
REPAIRS AND MAINTENANCE	34,409		32,453		1,956					
DEPRECIATION AND AMORTIZATION	0		0		0					
INSURANCE	0		0		0					
HOSPITALIST PROGRAM	0		0		0					
OTHER EXPENSE	57,509		16,753		40,756					
ALL NON-LABOR	1,521,721		1,210,165		311,557			26%		
TOTAL OPERATING EXPENSES	7,357,382		7,601,940		(244,557)			-3%		
NET OPERATING MARGIN	(1,668,547)		(2,173,549)		505,002			-23%		
Statistics	1,209		1,667							
Rev by Stat	15,130		10,471							
Exp by Stat	6,086		4,560							

	FY2026		FY2025		FYTD	FYTD	FYTD	FYTD
	ACTUAL	PRIOR YEAR	ACT-PRIOR	ACT-PRIOR	VARIANCE	VARIANCE		
	DEC 2025	DEC 2024	VARIANCE	VARIANCE	\$'s	%		
Womens Services								
LDRP, GYN without NICU								
GROSS PATIENT REVENUES								
GROSS PATIENT REVENUE	16,750,038	15,743,408	1,006,630			6%		
DEDUCTIONS FROM REVENUE	11,473,776	10,815,721						
NET PATIENT REVENUES	5,276,262	4,927,687	348,575			7%		
OPERATING EXPENSES								
SALARIES	3,444,461	3,636,275	(110,152)					
BENEFITS	843,416	928,620	0					
REGISTRY & CONTRACT	285,545	616,368	(371,504)					
TOTAL STAFFING EXPENSE	4,573,422	5,181,263	(607,841)			-12%		
CONTRACT LABOR	0	0	0					
PROFESSIONAL FEES	652,675	419,000	233,675					
SUPPLIES	497,070	561,491	(38,534)					
PURCHASED SERVICES	198,128	124,425	73,703					
REPAIRS AND MAINTENANCE	27,967	22,997	4,970					
DEPRECIATION AND AMORTIZATION	0	0	0					
INSURANCE	0	0	0					
HOSPITALIST PROGRAM	0	0	0					
OTHER EXPENSE	33,907	4,686	40,756					
ALL NON-LABOR	1,409,748	1,132,599	277,149			24%		
TOTAL OPERATING EXPENSES	5,983,169	6,448,689	(465,519)			-7%		
NET OPERATING MARGIN	(706,907)	(1,521,002)	814,095			-54%		
Statistics	606	999						
Rev by Stat	27,640	15,759						
Exp by Stat	9,873	6,455						

	FY2026		FY2025			
	FYTD	ACTUAL	FYTD	PRIOR YEAR	FYTD	
		DEC 2025		DEC 2024	ACT-PRIOR	
					VARIANCE	
					\$	
					%	
NICU						
NEO NATAL INTERMEDIATE						
GROSS PATIENT REVENUES						
DHS REVENUE		0		0		
I/P ANCILLARY REVENUE		1,529,532		1,711,224	(181,692)	
O/P ANCILLARY REVENUE		12,505		0	12,505	
GROSS PATIENT REVENUE		1,542,037		1,711,224	(169,187)	-10%
DEDUCTIONS FROM REVENUE						
		1,147,276		1,218,391	-	
NET PATIENT REVENUES		394,761		492,833	(169,187)	-34%
OPERATING EXPENSES						
SALARIES		961,267		879,606	81,661	
BENEFITS		235,377		224,631	-	
REGISTRY & CONTRACT		65,595		106,275	(40,681)	
TOTAL STAFFING EXPENSE		1,262,239		1,210,512	40,981	3%
CONTRACT LABOR		0		0	-	
PROFESSIONAL FEES		0		0	-	
SUPPLIES		81,930		56,043	25,887	
PURCHASED SERVICES		0		0	-	
REPAIRS AND MAINTENANCE		6,442		9,456	(3,014)	
DEPRECIATION AND AMORTIZATION		0		0	-	
INSURANCE		0		0	-	
HOSPITALIST PROGRAM		0		0	-	
OTHER EXPENSE		23,602		12,067	11,535	
ALL NON-LABOR		111,974		77,566	34,408	44%
TOTAL OPERATING EXPENSES		1,374,213		1,288,078	75,388	6%
NET OPERATING MARGIN		(979,451)		(795,246)	(244,575)	31%
Statistics		603		668		
Rev by Stat		2557.28		2561.71		
Exp by Stat		2278.96		1928.26		

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE \$'s	FYTD ACT-PRIOR VARIANCE %
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2024	DEC 2024	DEC 2024		
Respiratory Services						
EKG, ECHO, EEG, Cardio, Resp						
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	8,639,465		7,637,428		1,002,037	13%
DEDUCTIONS FROM REVENUE	6,329,259		5,306,836			
NET PATIENT REVENUES	2,310,206		2,330,592		(20,386)	-1%
OPERATING EXPENSES						
SALARIES	733,127		688,192		44,936	
BENEFITS	179,515		175,748		3,766	
REGISTRY & CONTRACT	0		0		-	
TOTAL STAFFING EXPENSE	912,642		863,940		48,702	6%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	193,833		207,344		(13511)	
SUPPLIES	102,486		144,902		(42416)	
PURCHASED SERVICES	25,186		26,977		(1791)	
REPAIRS AND MAINTENANCE	27,257		27,236		21	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	3,831		10,727		(6896)	
ALL NON-LABOR	352,593		417,186		(64,593)	-15%
TOTAL OPERATING EXPENSES	1,265,235		1,281,126		(15,891)	-1%
NET OPERATING MARGIN	1,044,971		1,049,466		(4,495)	0%
Statistics	11,438		21,906			
Rev by Stat	755		349			
Exp by Stat	111		58			

	FY2026		FY2025		FYTD ACT- PRIOR VARIANCE	FYTD ACT- PRIOR VARIANCE
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2024	DEC 2024	DEC 2024		
Surgery						
GROSS PATIENT REVENUES						
DHS REVENUE	0	0	0	0	0	
I/P ANCILLARY REVENUE	3,694,363	3,671,336	6,371,336	(2,676,973)		
O/P ANCILLARY REVENUE	7,602,279	8,281,878	(679,600)			
GROSS PATIENT REVENUE	11,296,642	14,653,214	(3,356,572)			-23%
DEDUCTIONS FROM REVENUE	8,525,484	11,135,803				
NET PATIENT REVENUES	2,771,158	3,517,411	(746,253)			-21%
OPERATING EXPENSES						
SALARIES	1,347,022	1,209,111	137,910			
BENEFITS	329,834	308,779	21,055			
REGISTRY & CONTRACT	0	0	-			
TOTAL STAFFING EXPENSE	1,676,855	1,517,890	158,965			10%
CONTRACT LABOR	0	0	-			
PROFESSIONAL FEES	584,600	654,925	(70,325)			
SUPPLIES	1,633,035	1,641,115	(8,080)			
PURCHASED SERVICES	55	49,500	(49,445)			
REPAIRS AND MAINTENANCE	211,314	149,035	62,279			
DEPRECIATION AND AMORTIZATION	0	0	-			
INSURANCE	0	0	-			
HOSPITALIST PROGRAM	0	0	-			
OTHER EXPENSE	314,673	174,218	140,454			
ALL NON-LABOR	2,743,676	2,668,792	74,884			3%
TOTAL OPERATING EXPENSES	4,420,531	4,186,683	233,848			6%
NET OPERATING MARGIN	(1,649,373)	(669,272)	(980,101)			146%
Statistics	1,352	2,163				
Rev by Stat	8,356	6,774				
Exp by Stat	3,270	1,936				

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD	ACTUAL	PRIOR YEAR	DEC 2024		
	DEC 2025	DEC 2024	\$'s			
Recovery						
GROSS PATIENT REVENUES						
DHS REVENUE	0	0	0	0	0	
I/P ANCILLARY REVENUE	858,327	1,564,568	1,564,568	(706,241)	(706,241)	
O/P ANCILLARY REVENUE	2,531,942	3,461,183	3,461,183	(929,241)	(929,241)	
GROSS PATIENT REVENUE	3,390,269	5,025,751	5,025,751	(1,635,482)	(1,635,482)	-33%
DEDUCTIONS FROM REVENUE	2,559,610	3,823,696	3,823,696			
NET PATIENT REVENUES	830,659	1,202,055	1,202,055	(371,396)	(371,396)	-31%
OPERATING EXPENSES						
SALARIES	1,072,432	1,127,155	1,127,155	(54,723)	(54,723)	
BENEFITS	262,597	287,849	287,849	(25,252)	(25,252)	
REGISTRY & CONTRACT	0	0	0	-	-	
TOTAL STAFFING EXPENSE	1,335,030	1,415,004	1,415,004	(79,974)	(79,974)	-6%
CONTRACT LABOR	0	0	0	0	0	
PROFESSIONAL FEES	0	0	0	-	-	
SUPPLIES	15,898	19,190	19,190	(3,292)	(3,292)	
PURCHASED SERVICES	0	0	0	0	0	
REPAIRS AND MAINTENANCE	0	0	0	0	0	
DEPRECIATION AND AMORTIZATION	0	0	0	0	0	
INSURANCE	0	0	0	0	0	
HOSPITALIST PROGRAM	0	0	0	0	0	
OTHER EXPENSE	256	256	256	256	256	
ALL NON-LABOR	16,154	19,190	19,190	(3,036)	(3,036)	-16%
TOTAL OPERATING EXPENSES	1,351,184	1,434,195	1,434,195	(83,011)	(83,011)	-6%
NET OPERATING MARGIN	(520,525)	(232,140)	(232,140)	(288,385)	(288,385)	124%

	FY2026		FY2025		FYTD ACT-PRIO	FYTD ACT-PRIO	FYTD ACT-PRIO	FYTD ACT-PRIO		
	FYTD	ACTUAL	FYTD	PRIOR YEAR					VARIANCE	VARIANCE
	DEC 2025	DEC 2025	DEC 2024	DEC 2024					\$'s	%
Anesthesia										
GROSS PATIENT REVENUES										
DHS REVENUE	0	0	0	0	0	0	0			
I/P ANCILLARY REVENUE	1,729,300	1,729,300	1,673,373	1,673,373	55927	55927	0			
O/P ANCILLARY REVENUE	1,942,877	1,942,877	2,156,478	2,156,478	(213601)	(213601)				
GROSS PATIENT REVENUE	3,672,177	3,672,177	3,829,851	3,829,851	(157,674)	(157,674)	-4%			
DEDUCTIONS FROM REVENUE	2,769,249	2,769,249	2,910,463	2,910,463						
NET PATIENT REVENUES	902,928	902,928	919,388	919,388	(16,460)	(16,460)	-2%			
OPERATING EXPENSES										
SALARIES	20,645	20,645	12,634	12,634	8,011	8,011				
BENEFITS	5,055	5,055	3,226	3,226	1,829	1,829				
REGISTRY & CONTRACT	0	0	0	0	-	-				
TOTAL STAFFING EXPENSE	25,700	25,700	15,860	15,860	9,839	9,839	62%			
CONTRACT LABOR	0	0	0	0	0	0				
PROFESSIONAL FEES	1,654,282	1,654,282	1,605,584	1,605,584	48698	48698				
SUPPLIES	80,215	80,215	83,158	83,158	(2942)	(2942)				
PURCHASED SERVICES	0	0	0	0	0	0				
REPAIRS AND MAINTENANCE	0	0	260	260	(260)	(260)				
DEPRECIATION AND AMORTIZATION	0	0	0	0	0	0				
INSURANCE	0	0	0	0	0	0				
HOSPITALIST PROGRAM	0	0	0	0	0	0				
OTHER EXPENSE	804	804	6,478	6,478	(5673)	(5673)				
ALL NON-LABOR	1,735,302	1,735,302	1,695,479	1,695,479	39,823	39,823	2%			
TOTAL OPERATING EXPENSES	1,761,002	1,761,002	1,711,340	1,711,340	49,662	49,662	3%			
NET OPERATING MARGIN	(858,073)	(858,073)	(791,951)	(791,951)	(66,122)	(66,122)	8%			

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2024	DEC 2024	DEC 2024		
Vascular Access Center						
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	88,662		95,685		(7,023)	-7%
DEDUCTIONS FROM REVENUE	0		0			
NET PATIENT REVENUES	88,662		95,685		(7,023)	-7%
OPERATING EXPENSES						
SALARIES	0		0		0	
BENEFITS	0		0		0	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	0		0		0	
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	190,207		176,902		13305	
SUPPLIES	78		0		78	
PURCHASED SERVICES	5,352		7,235		(1883)	
REPAIRS AND MAINTENANCE	0		0		0	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	33,315		31,195		2120	
ALL NON-LABOR	228,952		215,332		13,620	6%
TOTAL OPERATING EXPENSES	228,952		215,332		13,620	6%
NET OPERATING MARGIN	(140,290)		(119,647)		(20,642)	17%

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE \$'s	FYTD ACT-PRIOR VARIANCE %
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2024	DEC 2024	DEC 2024		
Diagnostic Services						
CT, IR, MRI, Nuc Med, Radiology, US						
GROSS PATIENT REVENUES						
DHS REVENUE	(636)		4,191		(4827)	
I/P ANCILLARY REVENUE	10,625,505		8,550,806		2074699	
O/P ANCILLARY REVENUE	56,351,917		50,626,890		5725027	
GROSS PATIENT REVENUE	66,976,786		59,181,887		7,794,899	13%
DEDUCTIONS FROM REVENUE	52,226,156		46,412,194			
NET PATIENT REVENUES	14,750,630		12,769,693		1,980,937	16%
OPERATING EXPENSES						
SALARIES	1,909,461		1,829,512		79,949	
BENEFITS	467,553		467,215		339	
REGISTRY & CONTRACT	106,386		35,711		70,675	
TOTAL STAFFING EXPENSE	2,483,400		2,332,437		150,962	6%
CONTRACT LABOR	0		0		-	
PROFESSIONAL FEES	854,905		1,155,577		(300,672)	
SUPPLIES	550,100		413,610		136,490	
PURCHASED SERVICES	7,183		1,212		5,971	
REPAIRS AND MAINTENANCE	571,448		506,326		65,122	
DEPRECIATION AND AMORTIZATION	0		0		-	
INSURANCE	0		0		-	
HOSPITALIST PROGRAM	0		0		-	
OTHER EXPENSE	41,850		97,557		(55,707)	
ALL NON-LABOR	2,025,485		2,174,282		(148,797)	-7%
TOTAL OPERATING EXPENSES	4,508,885		4,506,719		2,166	0%
NET OPERATING MARGIN	10,241,745		8,262,974		1,978,771	24%
Statistics	48,016		35,699			
Rev by Stat	1,395		1,658			
Exp by Stat	94		126			

	FY2026		FY2025		FYTD ACT-PRIO VARIANCE	FYTD ACT-PRIO VARIANCE	FYTD ACT-PRIO VARIANCE
	FYTD	ACTUAL	FYTD	PRIOR YEAR			
	DEC 2025	DEC 2024	DEC 2024	DEC 2024			
Laboratory Services							
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE	31,492,994		27,824,979		3,668,014		13%
DEDUCTIONS FROM REVENUE	24,848,452		22,388,244				
NET PATIENT REVENUES	6,644,542		5,436,735		1,207,807		22%
OPERATING EXPENSES							
SALARIES	1,525,317		1,526,105		(788)		
BENEFITS	373,491		389,732		(16,240)		
REGISTRY & CONTRACT	105,578		0		105,578		
TOTAL STAFFING EXPENSE	2,004,386		1,915,837		88,550		5%
CONTRACT LABOR	0		0		0		
PROFESSIONAL FEES	45,000		45,000		-		
SUPPLIES	1,669,919		1,572,942		96,977		
PURCHASED SERVICES	505,613		557,571		(51,958)		
REPAIRS AND MAINTENANCE	49,680		(7,194)		56,873		
DEPRECIATION AND AMORTIZATION	0		0		-		
INSURANCE	0		0		-		
HOSPITALIST PROGRAM	0		0		-		
OTHER EXPENSE	47,896		54,699		(6,802)		
ALL NON-LABOR	2,318,108		2,223,018		95,090		4%
TOTAL OPERATING EXPENSES	4,322,495		4,138,855		183,640		4%
NET OPERATING MARGIN	2,322,047		1,297,880		1,024,167		79%
Statistics	2,601		2,316				
Rev by Stat	12,108		12,014				
Exp by Stat	1,662		1,787				

	FY2026		FY2025				
	FYTD	FYTD	PRIOR YEAR	FYTD	FYTD	FYTD	FYTD
Therapy Services	ACTUAL	ACTUAL	DEC 2024	DEC 2024	ACT-PRIOR	ACT-PRIOR	ACT-PRIOR
	DEC 2025	DEC 2025	DEC 2024	DEC 2024	VARIANCE	VARIANCE	VARIANCE
					\$'s	\$'s	%
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE	1,515,167	1,515,167	1,466,712	1,466,712	48,454	48,454	3%
DEDUCTIONS FROM REVENUE	1,193,211	1,193,211	1,093,430	1,093,430			
NET PATIENT REVENUES	321,956	321,956	373,283	373,283	(51,327)	(51,327)	-14%
OPERATING EXPENSES							
SALARIES	422,816	422,816	451,980	451,980	(29,164)	(29,164)	
BENEFITS	103,531	103,531	115,425	115,425	(11,894)	(11,894)	
REGISTRY & CONTRACT	0	0	0	0	-	-	
TOTAL STAFFING EXPENSE	526,347	526,347	567,405	567,405	(41,058)	(41,058)	-7%
CONTRACT LABOR	0	0	0	0	0	0	
PROFESSIONAL FEES	0	0	0	0	0	0	
SUPPLIES	5,610	5,610	2,724	2,724	2,886	2,886	
PURCHASED SERVICES	0	0	0	0	-	-	
REPAIRS AND MAINTENANCE	0	0	0	0	-	-	
DEPRECIATION AND AMORTIZATION	0	0	0	0	-	-	
INSURANCE	0	0	0	0	-	-	
HOSPITALIST PROGRAM	0	0	0	0	-	-	
OTHER EXPENSE	47,501	47,501	46,040	46,040	1,461	1,461	
ALL NON-LABOR	53,111	53,111	48,764	48,764	4,348	4,348	
TOTAL OPERATING EXPENSES	579,458	579,458	616,169	616,169	(36,710)	(36,710)	-6%
NET OPERATING MARGIN	(257,503)	(257,503)	(242,886)	(242,886)	(14,616)	(14,616)	6%
Statistics	7,245	7,245	6,558	6,558			
Rev by Stat	209	209	224	224			
Exp by Stat	80	80	94	94			

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE %
	FYTD	ACTUAL	FYTD	PRIOR YEAR	
	DEC 2025	DEC 2024	Dec 2024		
Pioneers Childrens Health Center PCHC					
GROSS PATIENT REVENUES					
GROSS PATIENT REVENUE	992,090		886,518	105,571	12%
DEDUCTIONS FROM REVENUE	220,244		60,283		
NET PATIENT REVENUES	771,846		826,235	(54,389)	-7%
OPERATING EXPENSES					
SALARIES	288,492		336,636		
BENEFITS	70,641		85,969	0	
REGISTRY & CONTRACT	0		0	0	
TOTAL STAFFING EXPENSE	359,133		422,605	(63,473)	-15%
CONTRACT LABOR	0		0		
PROFESSIONAL FEES	273,315		248,581	24,734	
SUPPLIES	48,675		46,507	2,168	
PURCHASED SERVICES	6,371		2,086	4,285	
REPAIRS AND MAINTENANCE	0		4,014	(4,014)	
DEPRECIATION AND AMORTIZATION	0		0	0	
INSURANCE	0		0	0	
HOSPITALIST PROGRAM	0		0	0	
OTHER EXPENSE	105,112		105,953	(841)	
ALL NON-LABOR	433,472		407,139	26,333	6%
TOTAL OPERATING EXPENSES	792,605		829,745	(37,140)	-4%
NET OPERATING MARGIN	(20,759)		(3,510)	(17,250)	492%
Statistics	4,028		4,333		
Rev by Stat	246.30		204.60		
Exp by Stat	196.77		191.49		

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE \$'s	FYTD ACT-PRIOR VARIANCE %
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2025	DEC 2024	DEC 2024		
Comprehensive Women's at Pioneers C-WHAP						
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	2,478,079		1,598,729		879,350	55%
DEDUCTIONS FROM REVENUE	1,623,142		1,120,709			
NET PATIENT REVENUES	854,937		478,020		376,917	79%
OPERATING EXPENSES						
SALARIES	257,025		305,886		(48861)	
BENEFITS	62,935		78,116		0	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	319,960		384,002		(64,042)	-17%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	438,000		473,490		(35490)	
SUPPLIES	35,364		57,642		(22278)	
PURCHASED SERVICES	3,115		2,722		394	
REPAIRS AND MAINTENANCE	6,500		2,100		4400	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	88,742		91,279		(2536)	
ALL NON-LABOR	571,721		627,232		(55,511)	-9%
TOTAL OPERATING EXPENSES	891,681		1,011,234		(119,553)	-12%
NET OPERATING MARGIN	(36,744)		(533,214)		496,470	-93%
Statistics	3,287		1,946			
Rev by Stat	753.90		821.55			
Exp by Stat	271.28		519.65			

Callexico Health Center CHC	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE \$'s	FYTD ACT-PRIOR VARIANCE %
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2024	Dec 2024			
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	1,700,687		1,225,136		475,551	39%
DEDUCTIONS FROM REVENUE						
DEDUCTIONS FROM REVENUE	852,044		535,385			
NET PATIENT REVENUES						
NET PATIENT REVENUES	848,643		689,752		158,891	23%
OPERATING EXPENSES						
SALARIES	436,891		431,352		5,539	
BENEFITS	106,978		110,157		0	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	543,868		541,509		2,359	0%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	54,300		37,060		17,240	
SUPPLIES	12,743		7,192		5,552	
PURCHASED SERVICES	17,540		23,714		(6,173)	
REPAIRS AND MAINTENANCE	11,393		11,321		72	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	156,867		154,526		2,341	
ALL NON-LABOR	252,843		233,813		19,031	8%
TOTAL OPERATING EXPENSES	796,712		775,322		21,390	3%
NET OPERATING MARGIN	51,931		(85,570)		137,501	-161%
Statistics	5,859		5,391			
Rev by Stat	290.27		227.26			
Exp by Stat	135.98		143.82			

	FY2026		FY2025		FYTD ACT- PRIOR VARIANCE	FYTD ACT- PRIOR VARIANCE
	FYTD	ACTUAL	FYTD	PRIOR YEAR		
	DEC 2025	DEC 2024	DEC 2024	DEC 2024		
Pioneers Health Center PHC						
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	4,350,267		3,914,647		435,621	11%
DEDUCTIONS FROM REVENUE	2,349,144		1,663,725			
NET PATIENT REVENUES	2,001,123		2,250,922		(249,799)	-11%
OPERATING EXPENSES						
SALARIES	693,687		824,416		(130,730)	
BENEFITS	169,857		210,537		0	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	863,544		1,034,953		(171,409)	-17%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	676,838		591,475		85,363	
SUPPLIES	79,227		40,230		38,997	
PURCHASED SERVICES	2,690		6,810		(4,120)	
REPAIRS AND MAINTENANCE	12,754		11,438		1,316	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	165,861		150,595		15,267	
ALL NON-LABOR	937,370		800,547		136,823	17%
TOTAL OPERATING EXPENSES	1,800,914		1,835,500		(34,586)	-2%
NET OPERATING MARGIN	200,209		415,422		(215,213)	-52%
Statistics	14,828		16,017			
Rev by Stat	293.38		244.41			
Exp by Stat	121.45		114.60			

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL DEC 2025		FYTD PRIOR YEAR DEC 2025			
Women's Health at Pioneers WHAP						
GROSS PATIENT REVENUES					\$'s	%
DHS REVENUE	(48,199)		591,348		(639,547)	
I/P ANCILLARY REVENUE	0		0		0	
O/P ANCILLARY REVENUE	569,261		2,581		566,680	
GROSS PATIENT REVENUE	521,062		593,929		(72,867)	-12%
DEDUCTIONS FROM REVENUE	160,487		178,773			
NET PATIENT REVENUES	360,575		415,157		(54,582)	-13%
OPERATING EXPENSES						
SALARIES	290,553		292,240		(1,686)	
BENEFITS	71,145		74,631		0	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	361,699		366,871		(5,172)	-1%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	19,787		45,891		(26,104)	
SUPPLIES	7,083		20,098		(13,014)	
PURCHASED SERVICES	0		1,356		(1,356)	
REPAIRS AND MAINTENANCE	299		3,781		(3,483)	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	52,736		61,290		(8,554)	
ALL NON-LABOR	79,905		132,415		(52,511)	-40%
TOTAL OPERATING EXPENSES	441,603		499,286		(57,683)	-12%
NET OPERATING MARGIN	(81,029)		(84,130)		3,101	-4%
Statistics	2,061		2,625			
Rev by Stat	252.82		226.26			
Exp by Stat	214.27		190.20			

Urology	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD ACTUAL DEC 2025		FYTD PRIOR YEAR DEC 2024				
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE	1,440,508		1,165,218		275,290	24%	
DEDUCTIONS FROM REVENUE							
DEDUCTIONS FROM REVENUE	1,054,452		812,157				
NET PATIENT REVENUES							
NET PATIENT REVENUES	386,056		353,061		32,995	9%	
OPERATING EXPENSES							
SALARIES	173,138		204,558		(31,421)		
BENEFITS	42,395		52,239		0		
REGISTRY & CONTRACT	0		0		0		
TOTAL STAFFING EXPENSE							
TOTAL STAFFING EXPENSE	215,532		256,798		(41,265)	-16%	
CONTRACT LABOR							
CONTRACT LABOR	0		0		0		
PROFESSIONAL FEES							
PROFESSIONAL FEES	179,466		282,500		(103,034)		
SUPPLIES							
SUPPLIES	47,516		45,943		1,573		
PURCHASED SERVICES							
PURCHASED SERVICES	0		5,738		(5,738)		
REPAIRS AND MAINTENANCE							
REPAIRS AND MAINTENANCE	357		2,381		(2,024)		
DEPRECIATION AND AMORTIZATION							
DEPRECIATION AND AMORTIZATION	0		0		0		
INSURANCE							
INSURANCE	0		0		0		
HOSPITALIST PROGRAM							
HOSPITALIST PROGRAM	0		0		0		
OTHER EXPENSE							
OTHER EXPENSE	49,724		38,032		11,692		
ALL NON-LABOR							
ALL NON-LABOR	277,063		374,595		(97,532)	-26%	
TOTAL OPERATING EXPENSES							
TOTAL OPERATING EXPENSES	492,595		631,393		(138,797)	-22%	
NET OPERATING MARGIN							
NET OPERATING MARGIN	(106,539)		(278,332)		171,792	-62%	
Statistics							
Statistics	1,548		2,083				
Rev by Stat							
Rev by Stat	930.56		559.39				
Exp by Stat							
Exp by Stat	318.21		303.12				

	FY2026		FY2025		FYTD ACT-PRIOR VARIANCE	FYTD ACT-PRIOR VARIANCE
	FYTD	ACTUAL	PRIOR YEAR	DEC 2024		
	DEC 2025	DEC 2024				
Center for Digestive and Liver Disease CDLD/GI/Gastro					\$'s	%
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	642,199		63,644		578,555	909%
DEDUCTIONS FROM REVENUE	238,898		12,220			
NET PATIENT REVENUES	403,301		51,424		351,877	684%
OPERATING EXPENSES						
SALARIES	137,762		95,150		42612	
BENEFITS	33,733		24,299		0	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	171,495		119,449		52,046	44%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	296,561		273,600		22961	
SUPPLIES	2,417		8,113		(5696)	
PURCHASED SERVICES	(1,250)		3,341		(4591)	
REPAIRS AND MAINTENANCE	189		0		189	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	58,601		28,552		30049	
ALL NON-LABOR	356,518		313,607		42,912	14%
TOTAL OPERATING EXPENSES	528,013		433,056		94,957	22%
NET OPERATING MARGIN	(124,712)		(381,632)		256,919	-67%
Statistics	860		264			
Rev by Stat	746.74		241.08			
Exp by Stat	613.97		1640.36			

	FY2026		FY2025			
	FYTD	ACTUAL	FYTD	PRIOR YEAR	FYTD	FYTD
Wound Care		DEC 2025			ACT-PRIOR	ACT-PRIOR
					VARIANCE	VARIANCE
					\$'s	%
GROSS PATIENT REVENUES						
GROSS PATIENT REVENUE	1,813,434		1,873,441		(60,007)	-3%
DEDUCTIONS FROM REVENUE	1,331,061		1,356,372			
NET PATIENT REVENUES	482,373		517,070		(34,696)	-7%
OPERATING EXPENSES						
SALARIES	117,700		139,998		(22,298)	
BENEFITS	28,820		35,752		0	
REGISTRY & CONTRACT	0		0		0	
TOTAL STAFFING EXPENSE	146,520		175,751		(29,231)	-17%
CONTRACT LABOR	0		0		0	
PROFESSIONAL FEES	272,225		275,400		(3175)	
SUPPLIES	38,603		30,102		8501	
PURCHASED SERVICES	0		1,366		(1366)	
REPAIRS AND MAINTENANCE	16,964		2,759		14205	
DEPRECIATION AND AMORTIZATION	0		0		0	
INSURANCE	0		0		0	
HOSPITALIST PROGRAM	0		0		0	
OTHER EXPENSE	51,477		60,004		(8527)	
ALL NON-LABOR	379,269		369,631		9,638	3%
TOTAL OPERATING EXPENSES	525,789		545,381		(19,592)	-4%
NET OPERATING MARGIN	(43,416)		(28,312)		(15,104)	53%
Statistics	1,682		852			
Rev by Stat	1078.14		2198.87			
Exp by Stat	312.60		640.12			

	FY2026		FY2025		FYTD	FYTD	FYTD
	FYTD	ACTUAL	PRIOR YEAR	FYTD	ACT-PRIOR	FYTD	FYTD
	DEC 2025	DEC 2024	DEC 2024		VARIANCE		VARIANCE
					\$'s		%
GROSS PATIENT REVENUES							
GROSS PATIENT REVENUE	12,287,138		12,790,834		(503,696)		-4%
DEDUCTIONS FROM REVENUE	4,177,741		4,542,210				
NET PATIENT REVENUES	8,109,397		8,248,624		(139,227)		-2%
OPERATING EXPENSES							
SALARIES	3,251,736		3,463,078		(211,342)		
BENEFITS	796,225		884,389		(88,165)		
REGISTRY & CONTRACT	0		63,521		(63,521)		
TOTAL STAFFING EXPENSE	4,047,961		4,410,988		(363,027)		-8%
CONTRACT LABOR	0		0		0		
PROFESSIONAL FEES	29,397		27,950		1447		
SUPPLIES	424,287		384,914		39373		
PURCHASED SERVICES	666,742		653,038		13704		
REPAIRS AND MAINTENANCE	37,941		27,734		10207		
DEPRECIATION AND AMORTIZATION	0		0		0		
INSURANCE	14,524		14,108		416		
HOSPITALIST PROGRAM	0		0		0		
OTHER EXPENSE	1,154,788		1,006,331		148457		
ALL NON-LABOR	2,327,680		2,114,075		213,605		10%
TOTAL OPERATING EXPENSES	6,375,641		6,525,063		(149,423)		-2%
NET OPERATING MARGIN	1,733,756		1,723,560		10,196		1%
Statistics	13,068		13,159				
Rev by Stat	940		972				
Exp by Stat	488		496				

**IMPERIAL VALLEY HEALTHCARE DISTRICT
STATEMENT OF REVENUE AND EXPENSE
FOR THE PERIOD ENDING JANUARY 31, 2026**

	ECRMC FYTD ACTUAL JANUARY	PMH FYTD ACTUAL JANUARY	IVHD FYTD ACTUAL JANUARY	ECRMC FYTD BUDGET JANUARY	PMH FYTD BUDGET JANUARY	IVHD FYTD BUDGET JANUARY	% VAR	ECRMC FYTD PRIOR YEAR JANUARY	PMH FYTD PRIOR YEAR JANUARY	IVHD FYTD PRIOR YEAR JANUARY	% VAR
INPATIENT REVENUE	108,255,405	120,251,945	228,507,349	110,258,386	137,208,354	247,466,741	-7.66%	106,206,271	137,208,353	243,414,624	-6.12%
DAILY HOSPITAL SERVICES	0	13,495,624	13,495,624	0	29,883,563	29,883,563	-54.84%	0	29,883,563	29,883,563	-54.84%
INPATIENT ANCILLARY	0	106,756,321	106,756,321	0	107,324,791	107,324,791	-0.53%	0	107,324,790	107,324,790	-0.53%
OUTPATIENT REVENUE	298,492,970	203,526,247	502,019,217	357,542,349	180,699,623	538,241,972	-6.73%	290,452,473	180,699,624	471,152,097	6.55%
	406,748,374	323,778,192	730,526,566	467,800,735	317,907,977	785,708,713	-7.02%	396,658,744	317,907,977	714,566,721	2.23%
MEDICARE CONTRACTUAL	113,665,304	83,364,126	197,029,430	163,297,999	89,456,760	252,754,759	-22.05%	0	74,660,702	74,660,702	163.90%
MEDICAL CONTRACTUAL	13,463,759	98,424,636	111,888,394	16,913,819	92,504,275	109,418,094	2.26%	0	97,223,973	97,223,973	15.08%
SUPPLEMENTAL PAYMENTS	-12,756,906	-12,123,748	-24,880,654	-3,400,025	-10,629,825	-14,029,850	77.34%	-10,979,028	-9,585,520	-20,564,548	20.99%
PRIOR YEAR RECOVERIES	0	-243,579	-243,579	0	0	0	#DIV/0!	0	-1,925,640	-1,925,640	-87.35%
OTHER DEDUCTIONS	201,412,615	48,193,469	249,606,083	193,472,973	37,860,550	231,333,523	7.90%	322,088,502	52,580,193	374,668,695	-33.38%
CHARITY WRITE OFFS	217,913	1,775,956	1,993,869	138,979	0	138,979	1334.66%	975,191	281,965	1,257,156	58.60%
BAD DEBT PROVISION	4,452,846	5,556,360	10,009,206	3,985,634	9,558,094	13,543,728	-26.10%	3,950,057	6,748,743	10,698,800	-6.45%
INDIGENT CARE WRITE OFFS	-1,277	-25,002	-26,279	8,699	-29,169	-20,470	28.38%	0	-29,169	-29,169	-9.91%
	320,454,254	224,922,217	545,376,471	374,418,078	218,720,685	593,138,763	-8.05%	316,034,722	219,955,247	535,989,969	1.75%
	86,294,121	98,855,975	185,150,096	93,382,657	99,187,292	192,569,950	-3.85%	80,624,022	97,952,730	178,576,752	3.68%
	78.8%	69.5%		80.0%	68.8%			79.7%	69.2%		
GRANT REVENUES	0	32,748	32,748	0	29,169	29,169		0	0	0	
OTHER	2,375,007	3,383,676	5,758,682	2,985,638	3,227,055	6,212,693	-7.31%	2,755,703	3,250,799	6,006,502	-4.13%
	2,375,007	3,416,424	5,791,430	2,985,638	3,256,224	6,241,862	-7.22%	2,755,703	3,250,799	6,006,502	-3.58%
	88,669,127	102,272,399	190,941,526	96,368,295	102,443,516	198,811,811	-3.96%	83,379,725	101,203,529	184,583,254	3.44%
SALARIES AND WAGES	36,917,034	43,526,472	80,443,505	37,091,563	47,018,118	84,109,681	-4.36%	36,240,582	44,838,214	81,078,796	-0.78%
BENEFITS	10,511,681	10,682,804	21,194,484	0	11,971,421	11,971,421	77.04%	10,638,464	11,494,958	22,133,422	-4.24%
REGISTRY & CONTRACT	164,362	1,220,244	1,384,606	98,574	1,402,437	1,501,011	-7.76%	138,394	1,311,411	1,449,805	-4.50%
TOTAL STAFFING EXPENSE	47,593,077	55,429,519	103,022,596	37,190,137	60,391,977	97,582,114	5.58%	47,017,440	57,644,583	104,662,023	-1.57%
PROFESSIONAL FEES	9,770,198	11,193,353	20,963,551	10,934,282	9,525,597	20,459,880	2.46%	10,094,751	9,336,000	19,430,751	7.89%
SUPPLIES	18,432,044	11,325,931	29,757,975	17,592,323	12,262,329	29,854,652	-0.32%	18,179,476	11,918,339	30,097,815	-1.13%
PURCHASED SERVICES	1,377,521	4,754,230	6,131,752	1,120,461	4,533,937	5,654,398	8.44%	0	4,415,653	4,415,653	38.86%
REPAIR & MAINTENANCE	4,245,241	4,402,465	8,647,707	4,700,179	4,825,982	9,526,161	-9.22%	4,903,706	4,714,708	9,618,414	-10.09%
DEPRECIATION & AMORT	3,502,737	2,228,810	5,731,547	2,559,191	2,089,348	4,648,538	23.30%	4,268,791	2,131,621	6,400,412	-10.45%
INSURANCE	1,266,871	1,855,532	3,122,403	0	1,745,130	1,745,130	78.92%	1,367,886	1,634,116	3,002,002	4.01%
HOSPITALIST PROGRAM	0	1,467,295	1,467,295	0	1,650,379	1,650,379	-11.09%	0	1,405,060	1,405,060	4.43%
OTHER	6,735,967	6,362,872	13,098,839	7,074,241	6,207,418	13,281,659	-1.38%	6,996,287	5,792,039	12,788,326	2.43%
	92,923,657	99,020,007	191,943,664	81,170,815	103,232,096	184,402,911	4.09%	92,828,337	98,992,119	191,820,456	0.06%
	-4,254,530	3,252,391	-1,002,138	15,197,480	-788,580	14,408,901	-106.95%	-9,448,612	2,211,410	-7,237,202	-86.15%
OTHER NON-OP REV (EXP)	0	-267,403	-267,403	-17,277,901	849,148	-16,428,752	-98.37%	1,172,800	728,904	1,901,704	-114.06%
FEMA FUNDS	0	2,078,448	2,078,448	0	0	0	#DIV/0!	0	0	0	
DISTRICT TAX REVENUES	0	823,424	823,424	0	1,581,909	1,581,909	-47.95%	0	878,521	878,521	-6.27%
INTEREST EXPENSE	-3,587,445	-358,008	-3,945,453	0	-371,231	-371,231	962.80%	-4,155,359	-369,312	-4,524,671	-12.80%
	3,587,445	2,276,461	-1,310,984	17,277,901	2,059,826	-15,218,074	-91.39%	-2,982,559	1,238,113	-1,744,446	-24.85%
	-7,841,975	5,528,852	-2,313,123	-2,080,420	1,271,246	-809,174	185.86%	-12,431,171	3,449,512	-8,981,659	-74.25%

REPORT DATE	MONTHLY STATUS REPORT	PREPARED BY
Date: February 2026 Activity	Chief of Clinic Operations	Carly Zamora, MSN, RN

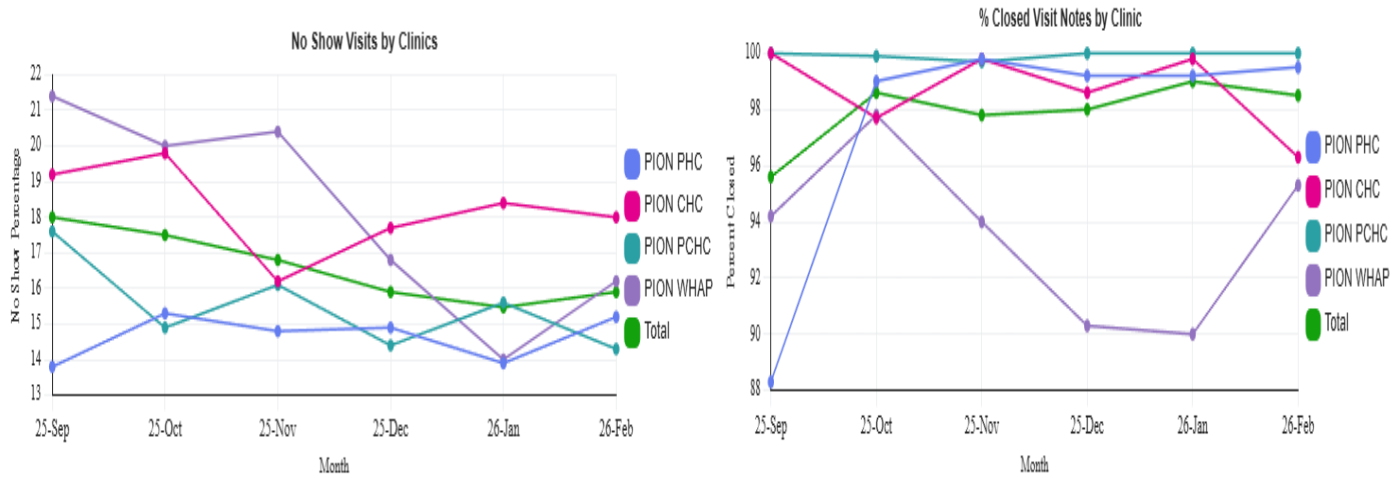
2025 IVHD/PMH AMBULATORY DIVISION RHC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Weekly Meetings Ongoing with Directors and Managers at all RHC locations (PMH and ECRMC Locations)
Staffing:	Ongoing	N/A	1 PD LVN Position Opening for Primary Care
Quality Measures	Ongoing	N/A	Meetings with ECRMC Quality Team Initiated for QIP and HEDIS-
Audits	Scheduled	N/A	VFC Audit March 5th, 2026, Completed, no Findings Healthnet Accessibility Review
Stats			

Patient Visits				No Show Rate			
Clinic	Last Month	This Month	Variance	Clinic	Last Month	This Month	Variance
Pioneers Health Center	2606	2542	-64%	Pioneers Health Center	13.9%	15.2%	1.3%
Calexico Health Center	992	994	2%	Calexico Health Center	18.4%	18.0%	-0.4%
Pioneers Childrens Health Center	754	699	-55%	Pioneers Childrens Health Center	15.6%	14.3%	-1.3%
Pioneers Health Center-Women's	354	294	-60%	Pioneers Health Center-Women's	14.0%	16.2%	2.2%
Total	4706	4529		Total	15.5%	15.9%	

Closed Notes			
Clinic	Last Month	This Month	Variance
Pioneers Health Center	99%	100%	0%
Calexico Health Center	100%	96%	-4%
Pioneers Childrens Health Center	100%	100%	0%
Pioneers Health Center-Women's	90%	95%	-5%
	99%	99%	



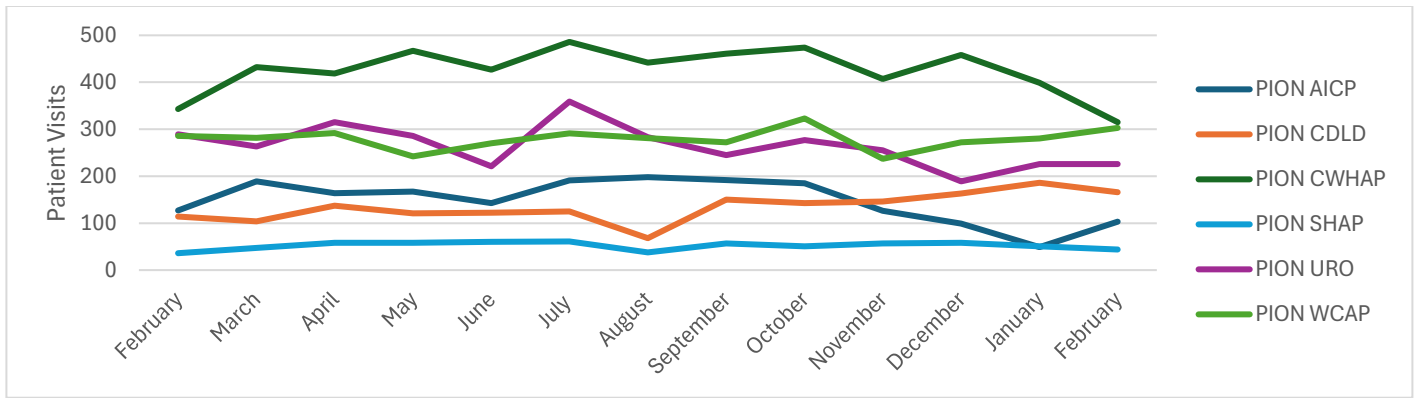


2025 IVHD/PMH AMBULATORY DIVISION OPD SPECIALITY CLINIC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Weekly meetings Ongoing with Directors and Managers, reviewing service lines expansion
GI	Ongoing	N/A	Volumes increasing
Staffing	Ongoing	N/A	1 FT Medical Assistant opening for Women's Health PD for Infusion Center RN Onboarded
Urology	Ongoing	N/A	Working with New Urology Provider on procedure volumes and equipment, volumes consistent
Infusion	Ongoing	N/A	Meeting with Team Weekly regarding Transition, volumes increasing month over month.
Stats			See below:

Patient Visits				No Show Rate			
Clinic	Last Month	This Month	Variance	Clinic	Last Month	This Month	Variance
Ambulatory Infusion	49	103	110%	Ambulatory Infusion	6.2%	3.9%	-37.1%
Center for Digestive & Liver Disease	186	166	-11%	Center for Digestive & Liver Disease	13.4%	13.4%	0.0%
Comprehensive Women's Health	399	315	-21%	Comprehensive Women's Health	8.6%	9.2%	7.0%
Surgical Health	51	44	-14%	Surgical Health	9.8%	10.2%	4.1%
Surgical Health - Urology	226	226	0%	Surgical Health - Urology	9.5%	8.3%	-12.6%
Wound Clinic	280	303	8%	Wound Clinic	6.1%	5.6%	-8.2%

Closed Notes				Patient Satisfaction - Top Box Score			
Clinic	Last Month	This Month	Variance	Clinic	FY25 Q4	FY26 Q1	FY26 Q2
Ambulatory Infusion	100%	100%	0%	Ambulatory Infusion	No Data	No Data	No Data
Center for Digestive & Liver Disease	97%	77%	-21%	Center for Digestive & Liver Disease	69.14%	60.54%	50.56%
Comprehensive Women's Health	61%	96%	58%	Comprehensive Women's Health	74.17%	65.22%	52.00%
Surgical Health	100%	100%	0%	Surgical Health	95.45%	58.62%	80.00%
Surgical Health - Urology	100%	99%	-1%	Surgical Health - Urology	55.26%	70.73%	77.53%
Wound Clinic	96%	94%	-2%	Wound Clinic	No Data	No Data	No Data



2025 IVHD/PMH AMBULATORY DIVISION PHYSICAL THERAPY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held regarding transition
Staffing	Ongoing	N/A	1 PT Physical Therapy Assistant, 2 FT Physical Therapist opening
Education	Ongoing with Nursing	N/A	Working with Departments on Mobility
Inpatient/Outpatient Review	Meetings Ongoing with Nursing	N/A	OP Volumes consistent, Inpatient volumes Increasing in February due to Census

2025 IVHD/PMH RADIOLOGY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held Weekly with Director and Managers (PMH and ECRMC Locations)
Canon CT Project	Early Stages	. Payments will occur once the scanner is installed and operational	Currently in the early stages, Plans/Proposals being reviewed for general contracting. Review of Alternate locations being reviewed with engineering in March 2026.
Projects	Ongoing	None	Cardiac Software-awaiting installation MRI Lighting being replaced, working with engineering for placement Mammo ACR Accreditation Audit Completed-No findings
Staffing	Ongoing	None	Nuclear Medicine FT Position Filled, start date 3/4/2026, 2- FT MRI Techs onboarded, MRI hours extending, Ultrasound hours of operation extended, 1 Ultrasound Tech position ECRMC staff training at PMH March, 2026
Radiology Monthly Meeting Schedule	100%	None	Radiology Meeting March 2026

Stats:

	25-February	2025	26-February	YTD-26
Nuclear Med	57	517	35	77
DIAGNOSTIC	3,167	38,051	3,386	6,945
DEXA	49	4,174	55	129
Mammo	218	2,942	205	435
MRI	220	2,570	259	459
US	1,429	18,105	1,426	2,916
CT	2,133	21,982	2,050	4,414

2025 IVHD/PMH LABRATORY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held weekly onsite twice a week
Projects	Ongoing	TBD	Chemistry Analyzer in testing phase
Staffing	Ongoing	Contracting	3 FT Clinical Laboratory Scientist Positions open, working with ECRMC on staffing
Contracts/Policies	Ongoing	N/A	All policies and contracts being reviewed with ECRMC

2025 IVHD/PMH PHARMACY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Staffing	Ongoing	N/A	No Current Positions Open- Pharmacy Manager Position filled
IVHD Transition	Ongoing	N/A	Meetings being held with ECRMC, reviewing contracts
Policy Updates-IVHD PMHD	Ongoing	N/A	Policies and procedures are being reviewed and updated to reflect the IVHD PMH name change. This includes pharmacy operations, compliance documentation, and clinical protocols. Collaborating with ECRMC
Clean Room/Compounding Trailer/Pharmacy Space	Review Stages	N/A	Collaborating with ECRMC on space options for pharmacy compounding
Audits	Ongoing	N/A	HRSA 340B Audit December 2 nd and 3 rd , 2025- Completed, awaiting final report

2025 IVHD/PMH CHIEF OF CLINIC OPERATIONS/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Physician Updates	Ongoing	N/A	Recruitment Ongoing Contract Review Ongoing Ortho Spine Physician-Interviewed, Site Visit March 2026 OB/GYN: Call Agreements in review with Physicians Psychiatrist Finalized: Tentative Start date April 2026 Internal Medicine Physicians- Two Candidates
Contracts	Ongoing	N/A	Contract Review ongoing/Collaborating with ECRMC
Locums	Ongoing	N/A	Gaps in OB Call Ongoing. Gaps in Peds Call Ongoing, 2026. All gaps covered with locums. OB and Peds continued Locum Coverage
Projects:			
Centralized Scheduling	Ongoing	N/A	Meetings Held with Managers and Directors Process changes have been initiated and streamlined. Implementing workflows with ECRMC- Onsite Visits Completed
Ring Central	Ongoing	Monthly Expense	Ring Central Productivity being monitored and reviewed daily
OP Infusion	Early Stages	N/A	Transition to ECRMC discussions on hold-PMH Volumes Increasing
Notable	Ongoing	Ongoing	60% delivered to Completion across all locations with Pioneers Health Center at 64% of patient utilization
Wound Care	Ongoing	N/A	Transition Discussions being held, workflows in Review
Clinical AI Agent	Ongoing	Ongoing	80% utilization with 13 providers utilizing at PMH Location
Grants	Ongoing	N/A	Reviewing New Grants for Submission.
IVHD Transition	Ongoing	N/A	Meet weekly- Ongoing with Directors and Managers Executive Meetings every week, Biweekly Contract Review, Transition Call weekly

