



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*

**REVISED
AGENDA**

**REGULAR MEETING OF THE FINANCE & BUDGET COMMITTEE
MONDAY, MARCH 23, 2026, 10:00 A.M.**

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

[Join Microsoft Teams](#)

Meeting ID: 296 985 660 317 22

Passcode: vj65SV6A

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

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

5. Consider Approval of Agenda

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

6. Public Comments

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

find it necessary to limit the total time allowable for all public comments on items not appearing on the agenda at anyone one meeting to one hour.

7. Consent Calendar

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

- a. Approve minutes for meetings of February 23, 2026

8. Items for Discussion and/or Board Action

- a. Review of February Financials and Profit & Loss Statements (Staff reference: Carly Loper)
- b. Discussion and/or possible action to recommend to the Board of Directors approval of Medical Directorship Agreement for Rami Jirjis Urology P.C. (Staff reference: Carly Zamora)
- c. Discussion and/or possible action to recommend to the Board of Directors approval of Premier – Acute Care Membership Application Urology P.C. (Staff reference: Carly Loper)

9. Closed Session

- a. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities
Agency negotiators: 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

10. 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.

11. Adjournment

POSTING STATEMENT

A copy of the agenda was posted March 20, 2026, at 207 W. Legion Road, Brawley, CA 92227 at 10:00 a.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 24 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the

Board is available for public review in the lobby of the office where the Board meeting will take place.

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



**MEETING MINUTES
FEBRUARY 23, 2026
FINANCE COMMITTEE MEETING**

THE IMPERIAL VALLEY HEALTHCARE DISTRICT FINANCE COMMITTEE MET IN SPECIAL SESSION ON THE 23rd OF FEBRUARY AT 207 W. LEGION ROAD CITY OF BRAWLEY, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

1. TO CALL ORDER:

The regular meeting was called to order in open session at 10:07 a.m. by James Garcia.

2. ROLL CALL-DETERMINATION OF QUORUM:

President	James Garcia
Vice-President	Enola Berker
Trustee	Laura Goodsell

GUESTS:

Chad Thurston – Legal/Snell & Wilmer
Christopher R. Bjornberg - Chief Executive Officer
Carly Loper – PMH Chief Financial Officer
Carol Zamora – Chief of Clinic Operations
Carol Bojorquez – Chief Nursing Officer
David Momberg – ECRMC Chief Financial Officer

3. PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR GARCIA.

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

None

5. CONSIDER APPROVAL OF AGENDA:

Motion was made by Director Goodsell and second by Director Berker to approve the agenda for February 23, 2026. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell
NOES: None

6. PUBLIC COMMENT TIME:

None.

7. CONSENT CALENDAR:

Motion was made by Director Goodsell and second by Director Berker to approve the consent calendar minutes for January 19, 2026. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell
NOES: None



8. ACTION ITEMS:

- a. Review of January 2026 Financials and Profit & Loss Statements

Motion was made by Director Berker and second by Director Goodsell to approve receiving and recommending to the Board of Directors approval of January 2026 Financials and Department Profit & Loss Statement. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

- b. Discussion and/or possible action to recommend to the Board of Directors approval of Baker Tilly Audit 2026.

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of the Baker Tilly Audit 2026. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

- c. Discussion and/or possible action to recommend to the Board of Directors approval of Alliant Broker Services.

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of the Alliant Broker Services. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

- d. Discussion and/or possible action to recommend to the Board of Directors approval of Quench Dietary water services.

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Quench Dietary water services. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

- e. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve Emergency Medical Care On-Call for Kala Dharma, M.D.

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Authorization to approve Emergency



Medical Care On-Call for Kala Dharma, M.D. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell

NOES: None

9. ITEMS FOR FUTURE AGENDA:

Financials

10. ADJOURNMENT:

With no future business to discuss, Motion was made unanimously to adjourn meeting at 11:22 a.m.



To: Board of Directors

Katherine Burnworth, President

Laura Goodsell, Vice President

Arturo Proctor, Secretary

James Garcia, Treasurer

Enola Berker, Trustee

Rodolfo Valdez, Trustee

Felipe Irigoyen, Trustee

Additional Distribution:

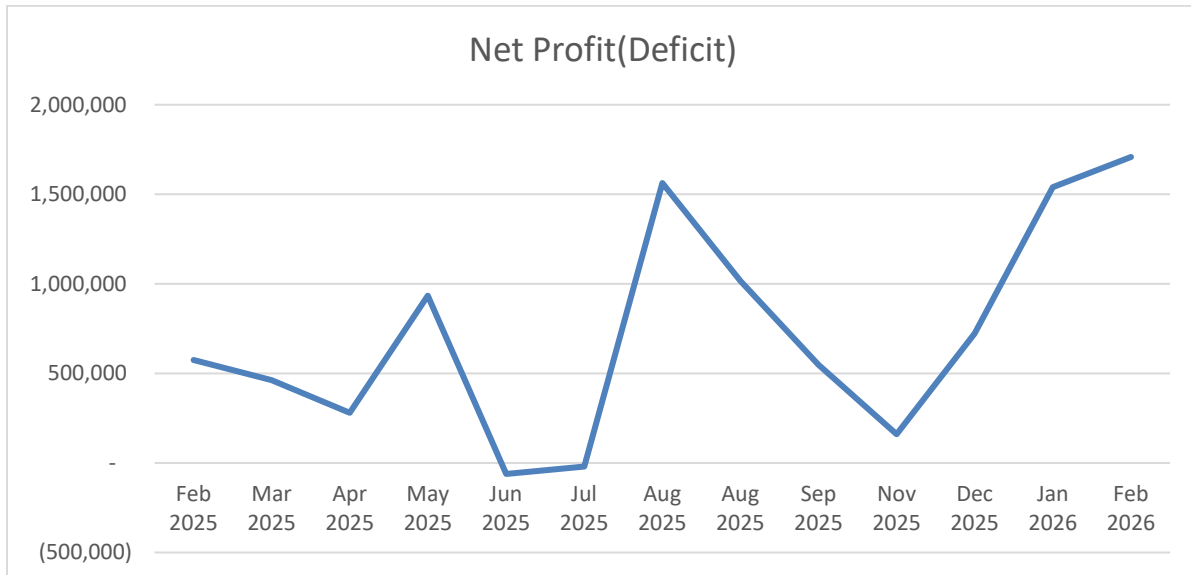
Christopher R. Bjornberg, Chief Executive Officer

From: Carly Loper, Chief Financial Officer

Financial Report – February 2026

Overview:

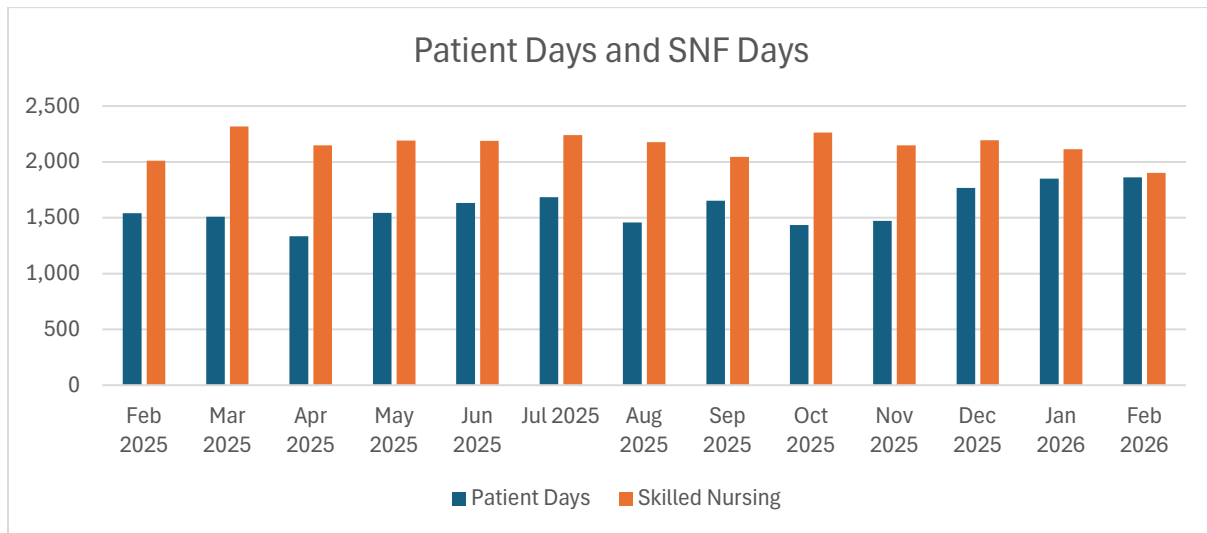
Financial operations for the month of February resulted in a profit of \$1,708,344 against a budgeted loss of (\$732,993).



Patient Volumes:

In February, inpatient days exceeded budget by 20.9% and exceeded the prior month volumes by 0.7%. For the year-to-date period, inpatient days were under budget and prior year volumes by (0.9%).

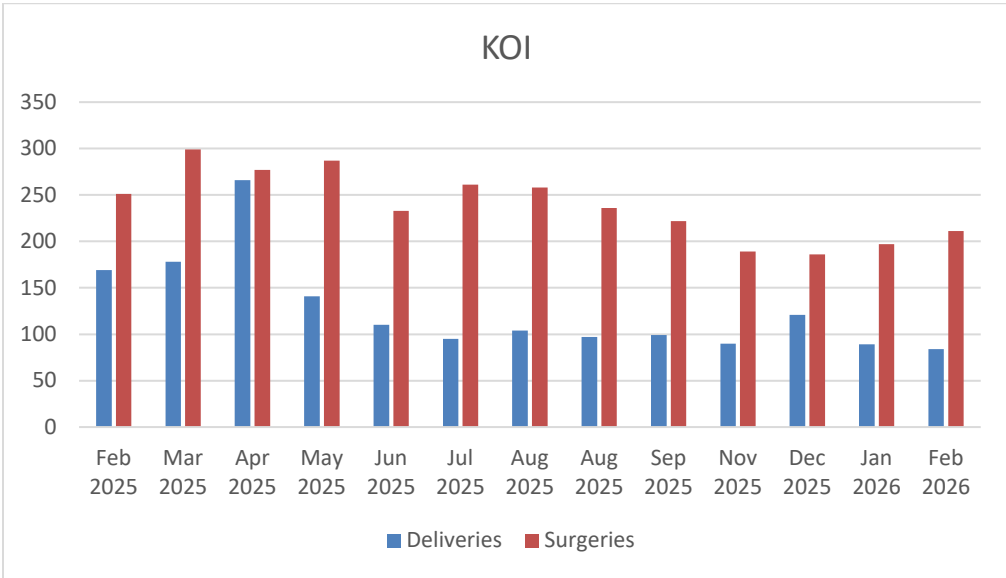
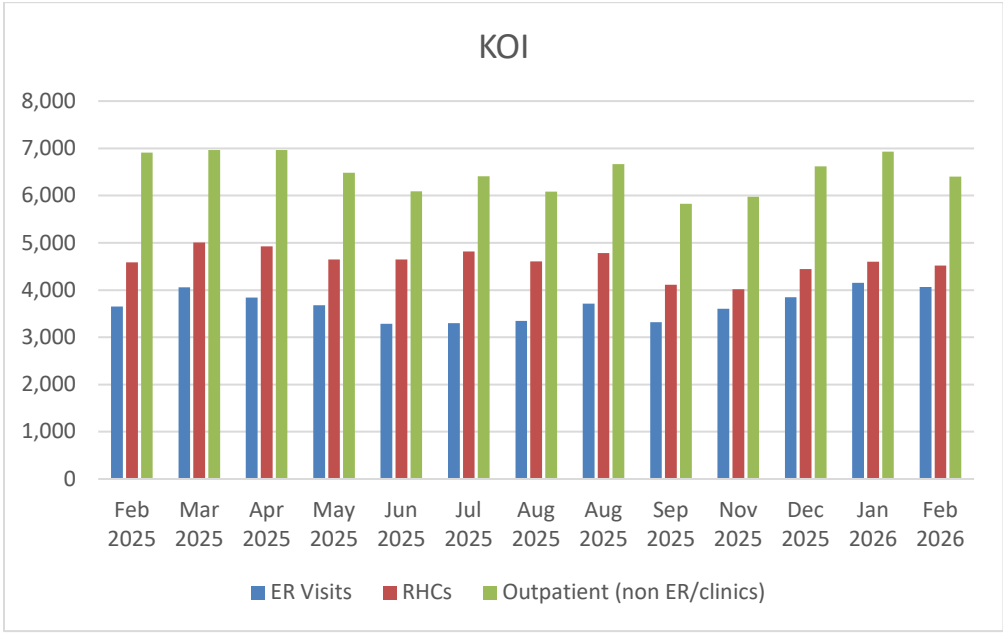
February inpatient days for Pioneers Memorial Skilled Nursing Center (PMSNC) were 1,901 compared to 2,113 inpatient days in January. PMSNC had an average daily census (ADC) of 67.9 for the month of February.



For the month of February, Deliveries fell below the prior month volumes by (5.6%) and fell below the monthly budget by (46.2%). Emergency Room visits fell below the prior month volumes by (2.2%) but exceeded the monthly budget by 18.0%. Surgeries for the month of February exceeded the volumes of the prior month by 7.1% but fell below the monthly budget by (3.7%). Calexico Health Center visits for February exceeded the prior month visits while Pioneers Health Center visits, Pioneers Children Health Center visits and Outpatient (non-ER) visits/volumes all fell below the prior month visits/volumes. All fiscal year-to-date volumes, except for the Calexico Health Center, are lower than prior year volumes. For actual compared to budget fiscal year-to-date, the visits/volumes for Pioneers Children Health Center and Outpatient (non-ER) fell below budget while Pioneers Health Center and Calexico Health Center visits exceeded budget.

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

	Current Period			Year To Date		
	Act.	Bud	Prior Yr.	Act.	Bud	Prior Yr.
Deliveries	84	156	169	779	1,414	1,316
E/R Visits	4,062	3,442	3,654	29,341	29,217	30,812
Surgeries	211	219	251	1,760	2,377	2,780
GI Scopes	43	92	43	290	902	253
Calexico RHC	986	944	948	7,819	6,787	7,351
Pioneer Health	2,506	2,483	2,580	19,886	19,554	21,453



Gross Patient Revenues:

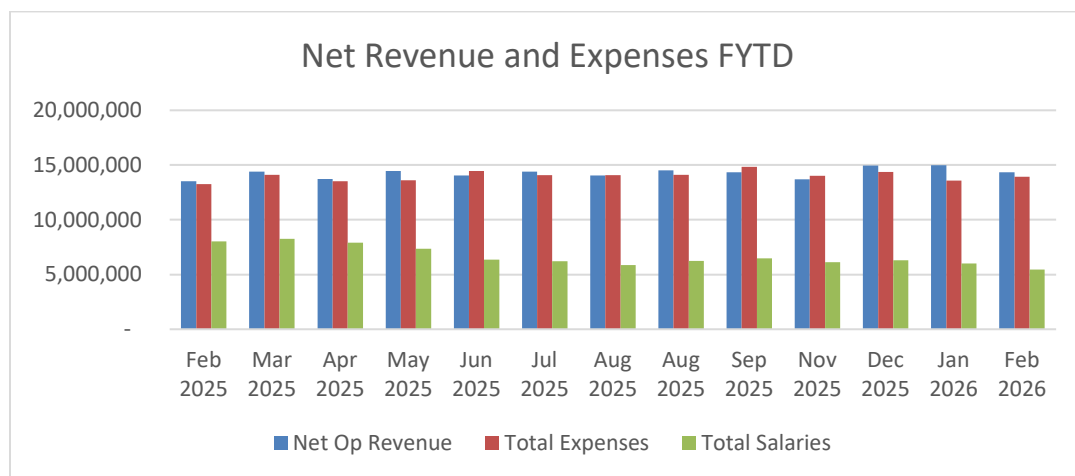
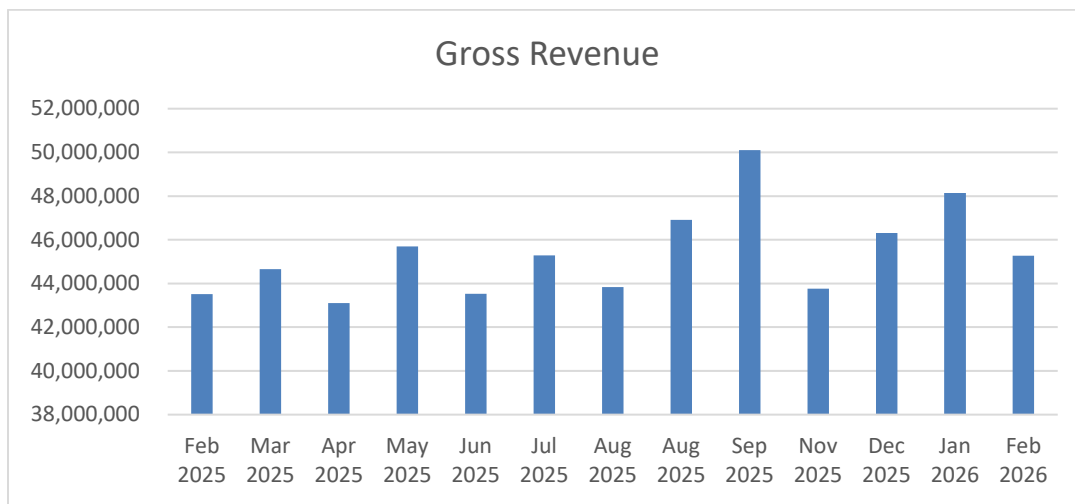
In February, gross revenues exceeded budget by \$1,767,550 or 4.1% but fell below the prior month's revenues by (\$2,860,751) or (5.9%).

	Monthly Gross Revenue	Daily Gross Revenue
January	\$48,136,281	\$1,552,783
February	\$45,275,530	\$1,616,983

Operating Expenses:

In total, February operating expenses were over budget by (\$163,129) or (1.2%). February’s daily expenses were \$497,062 per day, which exceeded February’s budgeted expenses at \$491,236 per day. Total staffing expenses for February were under budget by 12.1% while Repair & Maintenance expenses were over budget by (120.2%). Total expenses for February exceeded the prior month expenses by (\$350,480) or (2.6%).

	Monthly Expenses	Daily Expenses
January	\$13,567,246	\$437,653
February	\$13,917,726	\$497,062

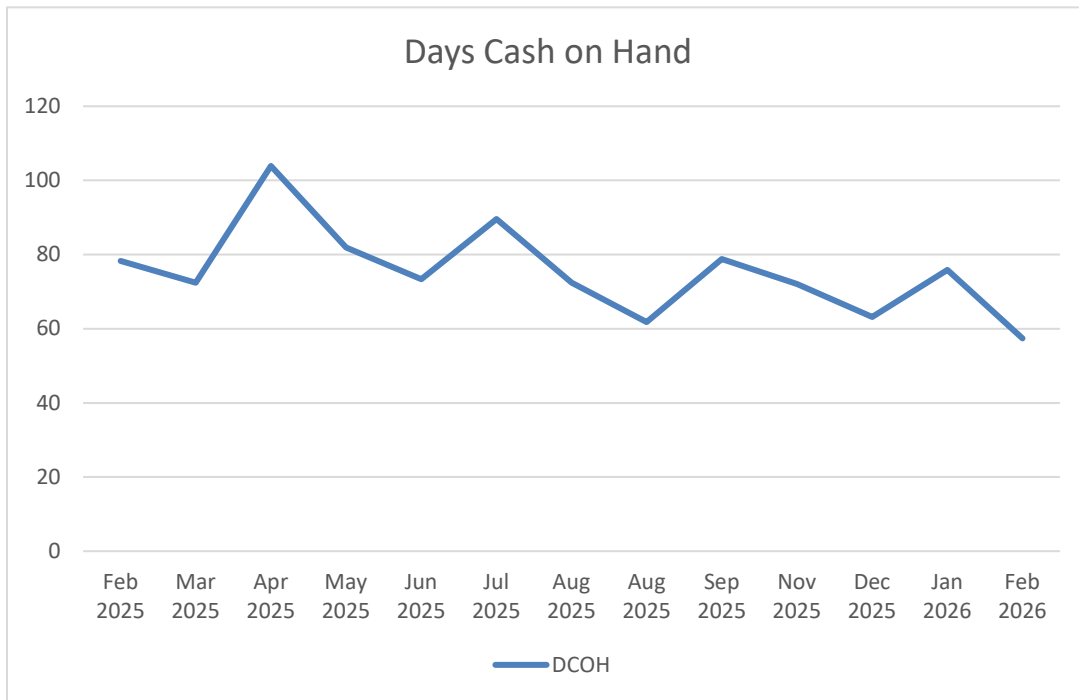


Bond Covenants:

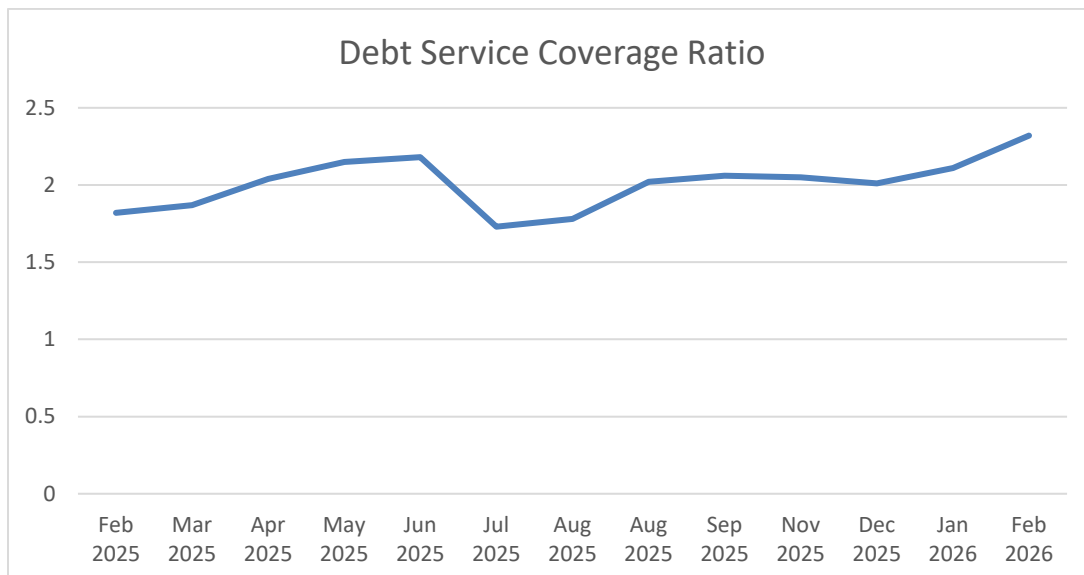
As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or “promises” to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (U.S. Bank) authorization to take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

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

end of January 2026: 75.9 days cash on hand
end of February 2026: 57.4 days cash on hand

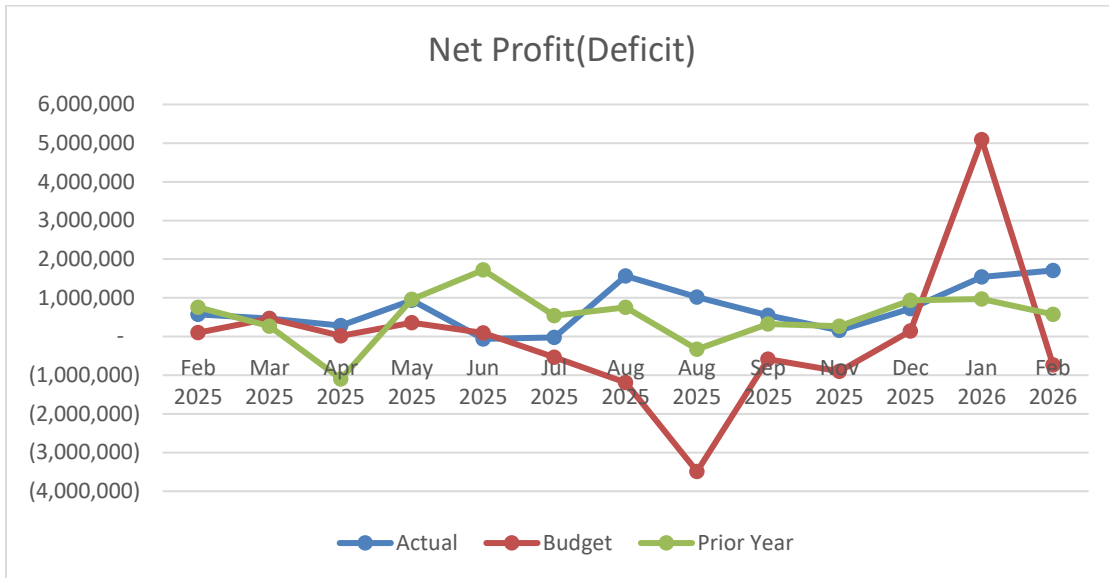


The District’s debt service coverage ratio for January 2026 was 2.11 while the debt service coverage ratio for February 2026 was 2.32.



Net Excess/(Deficit):

Fiscal year-to-date, District operations have resulted in a profit of \$7,237,196 against a budgeted profit of \$538,253, which is ahead of the prior year-to-date profit of \$4,025,118.



END OF REPORT

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

FOR THE PERIOD ENDING FEBRUARY 28, 2026

LAST MONTH ACTUAL JANUARY	LAST YEAR ACTUAL FEBRUARY	THIS MONTH ACTUAL FEBRUARY	THIS MONTH BUDGET FEBRUARY	% VAR		FYTD ACTUAL FEBRUARY	FYTD BUDGET FEBRUARY	% VAR	FYTD PRIOR YEAR FEBRUARY	% VAR
5,099	2,876	5,048	3,474	45.34%	ADJ PATIENT DAYS	35,509	30,699	15.67%	30,699	15.67%
1,849	1,275	1,862	1,540	20.91%	INPATIENT DAYS	13,177	13,293	-0.87%	13,293	-0.87%
544	488	535	524	2.10%	IP ADMISSIONS	4,248	4,384	-3.10%	4,112	3.31%
60	46	67	55	20.91%	IP AVERAGE DAILY CENSUS	54	55	-0.87%	55	-0.87%
					GROSS PATIENT REVENUES					
17,454,567	19,289,412	16,698,885	19,289,412	-13.43%	INPATIENT REVENUE	136,950,828	156,497,766	-12.49%	156,497,765	-12.49%
30,681,714	24,218,568	28,576,645	24,218,568	17.99%	OUTPATIENT REVENUE	232,102,892	204,918,191	13.27%	204,918,191	13.27%
48,136,281	43,507,980	45,275,530	43,507,980	4.06%	TOTAL PATIENT REVENUES	369,053,720	361,415,957	2.11%	361,415,956	2.11%
					REVENUE DEDUCTIONS					
11,459,208	11,368,853	12,701,740	12,779,537	0.61%	MEDICARE CONTRACTUAL	96,065,866	102,236,297	6.04%	86,029,555	-11.67%
14,173,721	12,813,377	12,526,206	13,214,896	5.21%	MEDICAL CONTRACTUAL	110,950,842	105,719,172	-4.95%	110,037,350	-0.83%
-1,559,145	-1,378,326	-1,558,849	-1,518,546	-2.65%	SUPPLEMENTAL PAYMENTS	-13,682,597	-12,148,372	-12.63%	-10,963,846	-24.80%
0	-15,505	0	0	100.00%	PRIOR YEAR RECOVERIES	-243,579	0	100.00%	-1,941,145	
8,483,492	6,597,941	6,762,298	5,408,650	-25.03%	OTHER DEDUCTIONS	54,955,767	43,269,200	-27.01%	59,178,134	7.14%
	7,162	0	0	0.00%	CHARITY WRITE OFFS	1,775,956	0	#DIV/0!	289,127	-514.25%
939,836	950,000	833,587	1,365,442	38.95%	BAD DEBT PROVISION	6,389,947	10,923,536	41.50%	7,698,743	17.00%
-4,167	0	-4,167	-4,167	0.00%	INDIGENT CARE WRITE OFFS	-29,169	-33,336	12.50%	-29,169	0.00%
33,492,946	30,343,502	31,260,815	31,245,812	-0.05%	TOTAL REVENUE DEDUCTIONS	256,183,030	249,966,495	-2.49%	250,298,750	-2.35%
14,643,335	13,164,478	14,014,715	12,262,168	14.29%	NET PATIENT REVENUES	112,870,690	111,449,462	1.28%	111,117,206	-1.58%
69.6%	69.7%	69.0%	71.8%			69.4%	69.2%		69.3%	
32,748	0		4,167		OTHER OPERATING REVENUE					
311,078	362,386	315,660	461,008	-31.53%	GRANT REVENUES	32,748	33,334		0	#DIV/0!
343,826	362,386	315,660	465,175	-32.14%	OTHER	3,699,336	3,688,063	0.31%	3,613,184	2.38%
14,987,161	13,526,864	14,330,375	12,727,343	12.60%	TOTAL OTHER REVENUE	3,732,084	3,721,397	0.29%	3,613,184	3.29%
					TOTAL OPERATING REVENUE	116,602,774	115,170,859	1.24%	114,730,390	1.63%
					OPERATING EXPENSES					
6,000,604	6,039,904	5,464,696	6,334,303	13.73%	SALARIES AND WAGES	48,991,168	53,352,421	8.17%	50,878,119	3.71%
1,494,165	1,691,888	1,678,127	1,761,447	4.73%	BENEFITS	12,360,931	13,732,868	9.99%	13,186,846	6.26%
205,392	291,516	232,175	293,376	20.86%	REGISTRY & CONTRACT	1,452,419	1,695,813	14.35%	1,602,926	9.39%
7,700,161	8,023,308	7,374,998	8,389,126	12.09%	TOTAL STAFFING EXPENSE	62,804,517	68,781,103	8.69%	65,667,891	4.36%
1,665,655	1,142,132	1,722,820	1,169,216	-47.35%	PROFESSIONAL FEES	12,916,173	10,694,814	-20.77%	10,478,132	-23.27%
1,452,740	1,545,327	1,942,921	1,581,894	-22.82%	SUPPLIES	13,268,852	13,844,223	4.16%	13,463,668	1.45%
644,794	618,846	593,279	628,250	5.57%	PURCHASED SERVICES	5,347,509	5,162,187	-3.59%	5,034,500	-6.22%
655,292	266,691	621,776	282,344	-120.22%	REPAIR & MAINTENANCE	5,024,241	5,108,326	1.65%	4,981,400	-0.86%
371,466	282,356	371,466	263,311	-41.07%	DEPRECIATION & AMORT	2,600,276	2,352,659	-10.53%	2,413,978	-7.72%
207,264	239,646	227,964	255,506	10.78%	INSURANCE	2,083,496	2,000,635	-4.14%	1,873,762	-11.19%
253,111	167,004	222,178	167,004	-33.04%	HOSPITALIST PROGRAM	1,689,473	1,817,384	7.04%	1,572,065	-7.47%
616,764	977,589	840,324	1,017,945	17.45%	OTHER	7,203,196	7,225,363	0.31%	6,769,628	-6.40%
13,567,246	13,262,899	13,917,726	13,754,597	-1.19%	TOTAL OPERATING EXPENSES	112,937,733	116,986,693	3.46%	112,255,024	-0.61%
1,419,914	263,965	412,649	-1,027,254	140.17%	TOTAL OPERATING MARGIN	3,665,040	-1,815,833	-301.84%	2,475,366	-48.06%
					NON OPER REVENUE(EXPENSE)					
53,158	245,308	194,298	121,307	60.17%	OTHER NON-OP REV (EXP)	-73,105	970,455	-107.53%	974,210	-107.50%
0	0	0	0	0.00%	FEMA FUNDS	2,078,448	0	100.00%	0	0.00%
117,632	117,632	1,152,541	225,987	410.00%	DISTRICT TAX REVENUES	1,975,965	1,807,897	9.30%	996,153	98.36%
-51,144	-51,299	-51,144	-53,033	3.56%	INTEREST EXPENSE	-409,152	-424,265	3.56%	-420,611	2.72%
119,646	311,641	1,295,695	294,260	340.32%	TOTAL NON-OP REV (EXPENSE)	3,572,156	2,354,087	51.74%	1,549,751	130.50%
1,539,560	575,605	1,708,344	-732,993	333.06%	NET EXCESS / (DEFICIT)	7,237,196	538,253	-1244.57%	4,025,118	-79.80%
1,290.19	1,116.10	1,359.90	1,463.30	7.07%	TOTAL PAID FTE'S (Inc Reg & Cont.)	1,173.21	1,382.40	15.13%	1,268.30	7.50%
1,098.47	948.70	1,218.48	1,137.77	-7.09%	TOTAL WORKED FTE'S	1,034.26	1,094.21	5.48%	1,035.19	0.09%
19.23	16.29	22.88	32.89	30.43%	TOTAL CONTRACT FTE'S	18.45	21.90	15.76%	20.84	11.48%

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF FEBRUARY 28, 2026

	<u>JANUARY 2026</u>	<u>FEBRUARY 2026</u>	<u>FEBRUARY 2025</u>
ASSETS			
CURRENT ASSETS			
CASH	\$34,516,657	\$26,279,893	\$35,009,315
CASH - PEER ACCT	\$0	\$0	\$0
CASH - NORIDIAN AAP FUNDS	\$0	\$0	\$0
CASH - 3RD PRTY REPAYMENTS	-\$435,703	-\$435,703	\$0
CDs - LAIF & CVB	\$66,244	\$66,244	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$110,755,408	\$107,651,920	\$94,182,720
LESS: ALLOWANCE FOR BAD DEBTS	\$1,088,668	\$1,357,424	-\$3,439,039
LESS: ALLOWANCE FOR CONTRACTUALS	-\$75,290,605	-\$69,461,001	-\$72,193,959
NET ACCTS RECEIVABLE	\$36,553,471	\$39,548,343	\$18,549,722
	33.00%	36.74%	19.70%
ACCOUNTS RECEIVABLE - OTHER	\$26,815,074	\$28,265,887	\$34,096,916
COST REPORT RECEIVABLES	\$59,499	\$59,499	\$1,206,822
INVENTORIES - SUPPLIES	\$3,574,905	\$3,558,926	\$2,941,216
PREPAID EXPENSES	\$1,807,997	\$2,331,638	\$3,831,089
TOTAL CURRENT ASSETS	\$102,958,144	\$99,674,728	\$95,701,324
OTHER ASSETS			
PROJECT FUND 2017 BONDS	\$783,840	\$1,109,107	\$507,369
BOND RESERVE FUND 2017 BONDS	\$968,373	\$968,373	\$968,353
LIMITED USE ASSETS	-\$17,167	\$103,614	\$166,083
NORIDIAN AAP FUNDS	\$0	\$0	\$0
GASB87 LEASES	\$60,529,359	\$60,529,359	\$64,931,450
OTHER ASSETS PROPERTY TAX PROCEEDS	\$269,688	\$269,688	\$269,688
OTHER INVESTMENTS	\$420,000	\$420,000	\$420,000
UNAMORTIZED BOND ISSUE COSTS			
TOTAL OTHER ASSETS	\$62,954,093	\$63,400,141	\$67,262,944
PROPERTY, PLANT AND EQUIPMENT			
LAND	\$6,883,276	\$6,883,276	\$2,633,026
BUILDINGS & IMPROVEMENTS	\$63,870,530	\$63,870,530	\$63,001,597
EQUIPMENT	\$68,646,859	\$68,736,772	\$65,294,641
CONSTRUCTION IN PROGRESS	\$6,012,356	\$6,022,182	\$81,976
LESS: ACCUMULATED DEPRECIATION	-\$105,779,339	-\$106,150,805	-\$102,162,971
NET PROPERTY, PLANT, AND EQUIPMENT	\$39,633,682	\$39,361,956	\$28,848,269
TOTAL ASSETS	\$205,545,919	\$202,436,824	\$191,812,537

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF FEBRUARY 28, 2026

	<u>JANUARY 2026</u>	<u>FEBRUARY 2026</u>	<u>FEBRUARY 2025</u>
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$3,730,844	\$4,195,628	\$3,366,375
ACCOUNTS PAYABLE - ACCRUALS	\$6,765,905	\$3,515,241	\$10,817,084
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$6,835,192	\$6,398,312	\$8,166,792
COST REPORT PAYABLES & RESERVES	-\$435,703	-\$435,703	\$0
NORIDIAN AAP FUNDS	\$0	\$0	\$0
CURR PORTION- GO BONDS PAYABLE	\$0	\$0	\$0
CURR PORTION- 2017 REVENUE BONDS PAYABLE	\$335,000	\$335,000	\$0
INTEREST PAYABLE- GO BONDS	\$1,917	\$1,917	\$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	\$533,771	\$586,900	\$268,125
OTHER - TAX ADVANCE IMPERIAL COUNTY	\$0	\$0	\$0
DEFERRED HHS CARES RELIEF FUNDS	\$0	\$0	\$0
CURR PORTION- LEASE LIABILITIES(GASB 87)	\$4,071,774	\$4,071,774	\$3,756,205
SKILLED NURSING OVER COLLECTIONS	\$3,923,705	\$3,392,861	\$1,632,566
CURR PORTION- SKILLED NURSING CTR ADVANCE	\$0	\$0	\$0
CURRENT PORTION OF LONG-TERM DEBT	\$1,037,037	\$1,037,037	\$1,075,791
TOTAL CURRENT LIABILITIES	\$26,799,442	\$23,098,968	\$29,084,855
LONG TERM DEBT AND OTHER LIABILITIES			
PMH RETIREMENT FUND - ACCRUAL	\$873,179	-\$241,801	\$721,305
NOTES PAYABLE - EQUIPMENT PURCHASES	\$0	\$0	\$0
LOANS PAYABLE - DISTRESSED HOSP. LOAN	\$26,962,963	\$26,962,963	\$26,962,963
LOANS PAYABLE - CHFFA NDPH	\$0	\$0	\$0
BONDS PAYABLE G.O BONDS	\$0	\$0	\$0
BONDS PAYABLE 2017 SERIES	\$14,115,136	\$14,113,151	\$14,471,974
LONG TERM LEASE LIABILITIES (GASB 87)	\$58,207,090	\$58,207,090	\$62,267,845
DEFERRED REVENUE -CHW	\$0	\$0	\$0
DEFERRED PROPERTY TAX REVENUE	\$275,438	\$275,438	\$275,438
TOTAL LONG TERM DEBT	\$100,433,806	\$99,316,841	\$104,699,525
FUND BALANCE AND DONATED CAPITAL	\$72,783,818	\$72,783,818	\$54,003,028
NET SURPLUS (DEFICIT) CURRENT YEAR	\$5,528,853	\$7,237,198	\$4,025,129
TOTAL FUND BALANCE	\$78,312,671	\$80,021,016	\$58,028,157
TOTAL LIABILITIES AND FUND BALANCE	\$205,545,919	\$202,436,825	\$191,812,537

IMPERIAL VALLEY HEALTHCARE DISTRICT

STATEMENT OF REVENUE AND EXPENSE - 12 Month Trend

	1	2	3	4	5	6	7	8	9	10	11	12	YTD
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Feb-26
ADJ PATIENT DAYS	3,264	2,707	3,686	3,714	4,647	4,044	4,407	3,843	3,835	4,616	5,099	5,013	46,933
INPATIENT DAYS	1,350	1,110	1,542	1,632	1,684	1,458	1,651	1,435	1,472	1,766	1,849	1,849	18,224
IP ADMISSIONS	511	462	551	538	555	500	518	486	519	591	544	544	6,263
IP AVERAGE DAILY CENSUS	44	46	50	54	54	47	55	48	49	57	60	60	609
GROSS PATIENT REVENUES													
INPATIENT REVENUE	18,471,097	17,673,179	19,122,305	19,132,498	16,407,174	15,807,716	17,579,003	18,708,455	16,577,828	17,717,202	17,454,567	16,698,885	211,349,909
OUTPATIENT ANCILLARY	26,191,988	25,433,294	26,581,622	24,402,953	28,872,822	28,033,507	29,339,945	31,397,710	26,610,818	28,589,731	30,681,714	28,576,645	334,712,750
TOTAL PATIENT REVENUES	44,663,085	43,106,473	45,703,927	43,535,451	45,279,996	43,841,223	46,918,948	50,106,165	43,188,646	46,306,933	48,136,281	45,275,530	544,295,109
REVENUE DEDUCTIONS													
MEDICARE CONTRACTUAL	11,713,712	10,228,981	10,173,409	10,067,042	10,914,920	9,513,796	13,253,122	12,400,237	12,107,072	10,865,907	11,459,208	12,701,740	135,399,146
MEDICAL CONTRACTUAL	12,785,203	13,643,163	13,219,010	13,232,031	13,887,933	12,434,283	13,701,424	15,868,842	14,854,153	13,155,413	14,173,721	12,526,206	163,481,382
SUPPLEMENTAL PAYMENTS	-1,184,154	-1,378,326	-1,453,003	-1,378,326	-1,322,496	8,526,807	-1,574,256	-1,573,242	-3,053,795	-1,558,849	-1,559,145	-1,558,849	-9,067,634
PRIOR YEAR RECOVERIES	-88,856	-467,741	0	0	0	994,668	0	-243,579	0	0	0	0	194,492
OTHER DEDUCTIONS	6,978,258	6,797,466	8,500,637	6,238,570	6,876,265	-4,235	5,605,549	7,821,997	4,893,665	9,044,769	8,483,492	6,762,298	77,998,731
CHARITY WRITE OFFS	0	8,600	188,266	1,012,366	2,926	159,173	1,375,831	390,992	0	0	0	0	3,138,154
BAD DEBT PROVISION	600,000	920,000	920,000	882,258	872,185	-1,396,479	38,784	1,106,077	1,006,077	500,000	939,836	833,587	7,222,325
INDIGENT CARE WRITE OFFS	0	0	0	0	0	0	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-25,002
TOTAL REVENUE DEDUCTIONS	30,804,163	29,752,143	31,548,319	30,053,941	31,231,733	30,228,014	32,396,267	35,767,157	29,803,005	32,003,073	33,492,945	31,260,815	378,341,595
NET PATIENT REVENUES	13,858,922	13,354,330	14,155,608	13,481,510	14,048,263	13,613,209	14,522,661	14,339,008	13,385,641	14,303,860	14,643,336	14,014,715	165,953,514
	68.97%	69.02%	69.03%	69.03%	68.97%	68.95%	69.05%	71.38%	69.01%	69.11%	69.58%	69.05%	69.51%
OTHER OPERATING REVENUE													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	322,016	642,090	343,826	315,660	5,523,195
TOTAL OTHER REVENUE	535,886	372,539	311,185	571,500	339,253	424,312	457,484	887,444	322,016	642,090	343,826	315,660	5,523,195
TOTAL OPERATING REVENUE	14,394,808	13,726,869	14,466,793	14,053,010	14,387,516	14,037,521	14,980,145	15,226,452	13,707,657	14,945,950	14,987,162	14,330,375	171,476,709
OPERATING EXPENSES													
SALARIES AND WAGES	6,268,879	6,237,213	6,278,514	6,359,473	6,223,056	6,189,444	6,240,870	6,463,090	6,119,637	6,289,771	6,000,604	5,464,696	74,135,247
BENEFITS	1,816,690	1,462,931	844,172	1,474,386	1,346,466	1,436,464	1,241,463	1,598,931	1,838,087	1,727,228	1,494,165	1,678,127	17,959,110
REGISTRY & CONTRACT	180,983	210,277	233,655	120,425	191,671	114,483	157,463	183,055	184,189	205,392	232,175	232,175	2,197,759
TOTAL STAFFING EXPENSE	8,266,552	7,910,421	7,356,341	7,954,285	7,761,193	7,740,391	7,639,796	8,245,076	8,141,714	8,201,188	7,700,161	7,374,998	94,292,116
PROFESSIONAL FEES	1,463,172	1,490,185	1,435,269	2,217,574	1,562,084	1,733,156	1,691,793	1,474,067	1,353,338	1,713,260	1,665,655	1,722,820	19,522,373
SUPPLIES	1,454,101	1,405,314	1,678,334	1,501,610	1,711,274	1,555,753	1,562,601	1,893,608	1,529,212	1,620,743	1,452,740	1,942,921	19,308,211
PURCHASED SERVICES	684,894	459,333	667,131	548,591	601,430	680,238	693,069	730,849	728,043	675,807	644,794	593,279	7,707,458
REPAIR & MAINTENANCE	723,397	662,344	733,946	591,319	713,336	617,305	666,485	471,500	603,894	674,653	655,292	621,776	7,735,247
PHYSICIAN GUARANTEES	0	0	0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORT	282,356	331,604	305,281	299,579	309,556	309,566	309,556	309,556	309,555	309,555	371,466	371,466	3,819,096
INSURANCE	204,757	224,447	222,120	40,139	246,647	286,130	292,266	273,371	326,217	223,636	207,264	227,964	2,774,958
HOSPITALIST PROGRAM	249,017	244,297	207,916	292,881	295,732	244,175	253,042	256,382	164,853	0	253,111	222,178	2,683,584
OTHER	786,002	784,904	1,008,868	1,021,103	879,760	908,378	989,919	1,170,707	849,319	948,025	616,764	840,324	10,804,073
TOTAL OPERATING EXPENSES	14,114,248	13,512,849	13,615,206	14,467,081	14,081,012	14,075,092	14,098,527	14,825,116	14,006,145	14,366,867	13,567,247	13,917,726	168,647,116
TOTAL OPERATING MARGIN	280,560	214,020	851,587	-414,071	306,504	-37,571	881,618	401,336	-298,488	579,083	1,419,915	412,649	2,829,592
NON OPER REVENUE(EXPENSE)													
OTHER NON-OPS REVENUE	114,595	344	16,003	286,161	-1,109,043	171,783	68,041	79,378	391,419	77,861	53,158	194,298	343,998
FEMA FUNDS	0	0	0	0	715,753	0	0	0	0	0	0	0	715,753
DISTRICT TAX REVENUES	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	117,632	1,152,541	2,446,493
INTEREST EXPENSE	-51,247	-51,196	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-613,883
CARES HHS/ FEMA RELIEF FUNDING	0	0	0	0	0	1,362,695	0	0	0	0	0	0	1,362,695
TOTAL NON-OPS REVENUE(EXPENSE)	180,980	66,780	82,491	352,649	-326,802	1,600,966	134,529	145,866	457,907	144,349	119,646	1,295,695	4,255,056
NET EXCESS / (DEFICIT)	461,540	280,800	934,078	-61,422	-20,298	1,563,395	1,016,147	547,202	159,419	723,432	1,539,561	1,708,344	7,084,648
TOTAL PAID FTE'S (Inc Reg & Cont.)	1,106.21	964.28	1,011.14	1,129.64	1,191.95	1,276.95	954.26	1,017.98	1,107.43	1,195.88	1,290.19	1,359.90	1,133.82
TOTAL WORKED FTE'S	981.75	837.21	915.77	991.52	1,049.86	1,137.05	853.38	922.31	987.18	1,017.82	1,098.47	1,218.48	1,000.90
TOTAL CONTRACT FTE'S	20.84	21.15	21.06	15.28	19.86	14.68	16.53	17.51	18.53	19.23	22.88	22.88	18.86
PAID FTE'S - HOSPITAL	914.42	803.19	860.70	1,024.79	1,089.84	1,124.91	850.19	913.90	999.88	1,085.17	1,139.27	1,252.57	1,004.90
WKD FTE'S - HOSPITAL	798.47	697.31	785.41	900.06	960.18	1,003.78	762.67	831.61	896.47	933.80	975.26	1,127.18	889.35

Imperial Valley Healthcare District - Financial Indicators Report
(Based on Prior 12 Months Activities)
For The 12 Months Ending: February 28, 2026
excludes: GO bonds tax revenue, int exp and debt.

1. Debt Service Coverage Ratio

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

$$\begin{aligned} \text{Formula:} & \quad \frac{\text{Cash Flow} + \text{Interest Expense}}{\text{Principal Payments Due} + \text{Interest}} \\ \text{DSCR} = & \quad \frac{\$13,285,164}{\$5,722,694} = \mathbf{2.32} \end{aligned}$$

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

2. Days Cash on Hand Ratio

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

$$\begin{aligned} \text{Formula:} & \quad \frac{\text{Cash} + \text{Marketable Securities}}{\text{Operating Expenses, Less Depreciation}} \times 365 \text{ Days} \\ \text{DCOHR} = & \quad \frac{\$25,910,434}{\$164,828,031} \times 365 = \mathbf{57.4} \end{aligned}$$

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

3. Long-Term Debt to Capitalization Ratio

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

$$\begin{aligned} \text{Formula:} & \quad \frac{\text{Long-term Debt}}{\text{Long-term Debt} + \text{Fund Balance (Total Capital)}} \\ \text{L.T.D.-C.R.} = & \quad \frac{\$104,392,015}{\$182,704,686} = \mathbf{57.1} \end{aligned}$$

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

7 Months 2/28/2026

	Current Month 2/28/2026	Year-To-Date 7 Month 2/28/2026
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	1,708,345	7,237,198
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	\$371,466	\$2,600,278
(Increase)/Decrease in Net Patient Accounts Receivable	(\$2,994,872)	(\$10,484,403)
(Increase)/Decrease in Other Receivables	(\$1,450,813)	\$1,583,667
(Increase)/Decrease in Inventories	\$15,979	(\$510,090)
(Increase)/Decrease in Pre-Paid Expenses	(\$523,641)	(\$224,861)
(Increase)/Decrease in Other Current Assets	\$0	\$3,233,154
Increase/(Decrease) in Accounts Payable	\$464,784	\$530,501
Increase/(Decrease) in Notes and Loans Payable	(\$3,250,664)	(\$6,404,400)
Increase/(Decrease) in Accrued Payroll and Benefits	(\$436,880)	(\$1,019,643)
Increase/(Decrease) in Accrued Expenses	\$0	\$0
Increase/(Decrease) in Patient Refunds Payable	\$0	\$0
Increase/(Decrease) in Third Party Advances/Liabilities	\$0	\$0
Increase/(Decrease) in Other Current Liabilities	\$53,129	(\$10,670)
Net Cash Provided by Operating Activities:	(6,043,167)	(\$3,469,269)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	(\$99,740)	(\$6,269,298)
(Increase)/Decrease in Limited Use Cash and Investments	(\$120,781)	(\$101,827)
(Increase)/Decrease in Other Limited Use Assets	(\$325,267)	(\$649,450)
(Increase)/Decrease in Other Assets	\$0	\$0
Net Cash Used by Investing Activities	(\$545,788)	(\$7,020,575)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(\$1,985)	(\$15,882)
Increase/(Decrease) in Capital Lease Debt	\$0	\$0
Increase/(Decrease) in Other Long Term Liabilities	(\$1,645,825)	\$2,171
Net Cash Used for Financing Activities	(\$1,647,810)	(\$13,710)
(INCREASE)/DECREASE IN RESTRICTED ASSETS	\$0	\$0
Net Increase/(Decrease) in Cash	(\$8,236,764)	(\$10,503,554)
Cash, Beginning of Period	\$34,147,198	\$36,413,989
Cash, End of Period	\$25,910,435	\$25,910,435



Key Operating Indicators February 2026

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
Volumes						
Admits	535	524	488	4,248	4,384	4,112
ICU	114	110	110	829	948	948
Med/Surgical	1,315	922	922	8,604	7,935	7,935
Newborn ICU	107	94	94	795	894	894
Pediatrics	69	106	106	497	518	518
Obstetrics	257	308	308	2,452	2,998	2,998
Total Patient Days	1,862	1,540	1,540	13,177	13,293	13,293
Adjusted Patient Days	5,048	3,474	3,474	35,509	30,699	30,699
Average Daily Census	67	55	55	54	55	55
Average Length of Stay	2.68	2.94	3.31	1.50	3.03	2.85
Deliveries	84	156	169	779	1,414	1,316
E/R Visits	4,062	3,442	3,654	29,341	29,217	30,812
Surgeries	211	219	251	1,760	2,377	2,780
Wound Care	303	112	304	2,265	1,131	2,361
Pioneers Health Center	2,506	2,483	2,580	19,886	19,554	21,453
Calexico Visits	986	944	948	7,819	6,787	7,351
Pioneers Children	748	798	734	5,530	6,716	5,945
Outpatients (non-ER/Clinics)	6,399	7,663	6,911	51,050	57,416	54,274
Surgical Health	51	47	60	461	505	434
Urology	227	285	419	2,009	2,733	2,839
WHAP	281	320	325	2,663	3,213	3,377
C-WHAP	383	379	441	4,032	4,221	2,812
CDLD	185	111	162	1,244	450	544
Skilled Nursing	1,901	2,435	2,011	17,082	19,479	17,485
FTE's						
Worked	1,218.48	1,137.77	1,051.28	1,034.26	1,094.21	1,035.19
Paid	1,359.90	1,463.30	1,172.24	1,173.21	1,382.40	1,268.30
Contract FTE's	22.88	32.89	24.10	18.45	21.90	20.84
FTE's APD (Worked)	6.76	9.17	8.47	7.08	8.66	8.19
FTE's APD (Paid)	7.54	11.80	9.45	8.03	10.94	10.04
Net Income						
Operating Revenues	14,330,375	12,727,343	13,526,864	\$116,602,774	\$115,170,859	\$114,730,390
Operating Margin	412,651	(1,027,254)	263,965	\$3,665,043	-\$1,815,833	\$2,475,366
Operating Margin %	2.9%	-8.1%	2.0%	3.1%	-1.6%	2.2%
Total Margin	1,708,345	(732,993)	575,606	\$7,237,198	\$538,253	\$4,025,118
Total Margin %	11.9%	-5.8%	4.3%	6.2%	0.5%	3.5%

Exhibit A - February 2026

Key Volume Stats -Trend Analysis

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
Deliveries														
Actual	95	104	97	99	90	121	89	84	0	0	0	0	779	779
Budget	162	181	195	171	187	200	162	156	178	177	177	177	2,123	1,414
Prior FY 2025	152	167	184	159	167	170	148	169	178	266	141	110	2,201	1,316
E/R Visits														
Actual	3,297	3,346	3,710	3,318	3,605	3,849	4,154	4,062	0	0	0	0	29,341	29,341
Budget	3,509	3,338	3,463	3,408	3,629	4,624	3,804	3,442	3,794	3,668	3,668	3,668	44,015	29,217
Prior FY 2025	3,728	3,498	3,597	3,590	3,817	4,803	4,125	3,654	4,055	3,839	3,678	3,285	43,064	30,812
Surgeries														
Total Actual	261	258	236	222	189	186	197	211	0	0	0	0	1,760	1,760
Total Budget	335	309	275	295	301	331	312	219	275	295	295	295	3,537	2,377
Prior FY 2025	312	403	369	452	323	304	366	251	299	277	287	233	3,510	2,780
Calexico														
Actual	1,124	961	1,002	914	900	958	974	986	0	0	0	0	7,819	7,819
Budget	722	760	831	906	776	891	957	944	1,074	873	873	873	10,480	6,787
Prior FY 2025	621	675	829	915	1,119	1,232	1,012	948	1,074	1,174	923	1,034	11,556	7,351
Pioneers Health Center														
Actual	2,654	2,539	2,630	2,251	2,269	2,485	2,552	2,506	0	0	0	0	19,886	19,886
Budget	2,186	2,396	2,320	2,678	2,377	2,305	2,809	2,483	2,594	2,461	2,461	2,461	29,531	19,554
Prior FY 2025	1,937	2,115	2,308	2,688	3,473	3,496	2,856	2,580	2,744	2,655	2,599	2,584	32,035	21,453
Pioneers Children														
Actual	660	734	766	622	573	673	754	748	0	0	0	0	5,530	5,530
Budget	723	799	846	906	858	881	905	798	839	839	839	839	10,072	6,716
Prior FY 2025	358	376	765	841	1,009	984	878	734	845	728	749	659	8,926	5,945
Outpatients														
Actual	6,548	6,085	6,669	5,825	5,974	6,617	6,933	6,399	0	0	0	0	51,050	51,050
Budget	7,094	6,949	7,889	7,775	5,951	6,154	7,941	7,663	6,516	7,104	7,104	7,104	85,244	57,416
Prior FY 2025	6,314	6,270	6,378	6,780	6,531	7,619	7,471	6,911	6,961	6,966	6,484	6,092	80,777	54,274
Wound Care														
Actual	297	281	272	323	237	272	280	303	0	0	0	0	2,265	2,265
Budget	197	160	118	122	119	136	167	112	104	137	137	137	1,646	1,131
Prior FY 2025	270	327	332	326	251	258	293	304	287	292	242	270	3,452	2,361
WHAP														
Actual	378	373	383	324	276	327	321	281	0	0	0	0	2,663	2,663
Budget	378	513	392	415	391	379	425	320	336	394	394	394	4,731	3,213
Prior FY 2025	330	443	388	414	688	362	427	325	342	367	375	369	4,830	3,377
C-WHAP														
Actual	738	657	651	424	403	414	362	383	0	0	0	0	4,032	4,032
Budget	465	457	588	610	558	583	581	379	445	518	518	518	6,220	4,221
Prior FY 2025	131	95	365	403	552	400	425	441	432	419	599	588	4,850	2,812

IMPERIAL VALLEY HEALTHCARE DISTRICT
STATEMENT OF REVENUE AND EXPENSE

FOR THE PERIOD ENDING FEBRUARY 28, 2026			FOR THE PERIOD ENDING FEBRUARY 28, 2026		
ECRMC ACTUAL FEBRUARY	IVHD ACTUAL FEBRUARY	Consolidated ACTUAL FEBRUARY	ECRMC ACTUAL FEBRUARY	IVHD ACTUAL FEBRUARY	Consolidated ACTUAL FEBRUARY
14,131,378	16,698,885	30,830,263			
0	1,812,095	1,812,095			
0	14,886,790	14,886,790			
42,085,566	28,576,645	70,662,211			
56,216,944	45,275,530	101,492,474			
13,248,673	12,701,740	25,950,413			
2,078,355	12,526,206	14,604,561			
-2,028,937	-1,558,849	-3,587,786			
0	0	0			
30,766,027	6,762,298	37,528,325			
119,787	0	119,787			
444,748	833,587	1,278,335			
322	-4,167	-3,845			
44,628,975	31,260,815	75,889,790			
11,587,969	14,014,715	25,602,684			
79.4%	69.0%				
0		0			
304,673	315,660	620,333			
304,673	315,660	620,333			
11,892,641	14,330,375	26,223,016			
4,743,734	5,464,696	10,208,430			
1,357,210	1,678,127	3,035,337			
9,931	232,175	242,106			
6,110,875	7,374,998	13,485,873			
1,571,385	1,722,820	3,294,205			
2,586,686	1,942,921	4,529,607			
168,008	593,279	761,287			
655,267	621,776	1,277,043			
464,626	371,466	836,092			
179,202	227,964	407,166			
0	222,178	222,178			
1,046,443	840,324	1,886,767			
12,782,492	13,917,726	26,700,218			
-889,851	412,649	-477,202			
0	194,298	194,298			
0	0	0			
0	1,152,541	1,152,541			
558,020	-51,144	506,876			
558,020	1,295,695	1,853,715			
-1,447,870	1,708,344	260,474			
			GROSS PATIENT REVENUES		
			INPATIENT REVENUE	122,386,783	136,950,828
			DAILY HOSPITAL SERVICES	0	15,307,718
			INPATIENT ANCILLARY	0	121,643,110
			OUTPATIENT REVENUE	340,578,536	232,102,892
			TOTAL PATIENT REVENUES	462,965,318	369,053,720
			REVENUE DEDUCTIONS		
			MEDICARE CONTRACTUAL	126,949,608	96,065,866
			MEDICAL CONTRACTUAL	15,542,201	110,950,842
			SUPPLEMENTAL PAYMENTS	-14,785,843	-13,682,597
			PRIOR YEAR RECOVERIES	0	-243,579
			OTHER DEDUCTIONS	232,966,567	54,955,767
			CHARITY WRITE OFFS	356,805	1,775,956
			BAD DEBT PROVISION	4,897,594	6,389,947
			INDIGENT CARE WRITE OFFS	-955	-29,169
			TOTAL REVENUE DEDUCTIONS	365,925,978	256,183,030
			NET PATIENT REVENUES	97,039,340	112,870,690
				79.0%	69.4%
			OTHER OPERATING REVENUE		
			GRANT REVENUES	0	32,748
			OTHER	2,681,966	3,699,336
			TOTAL OTHER REVENUE	2,681,966	3,732,084
			TOTAL OPERATING REVENUE	99,721,306	116,602,774
			OPERATING EXPENSES		
			SALARIES AND WAGES	41,660,768	48,991,168
			BENEFITS	11,868,890	12,360,931
			REGISTRY & CONTRACT	174,293	1,452,419
			TOTAL STAFFING EXPENSE	53,703,952	62,804,517
			PROFESSIONAL FEES	11,341,583	12,916,173
			SUPPLIES	21,018,730	13,268,852
			PURCHASED SERVICES	1,545,530	5,347,509
			REPAIR & MAINTENANCE	4,900,508	5,024,241
			DEPRECIATION & AMORT	3,967,363	2,600,276
			INSURANCE	1,446,074	2,083,496
			HOSPITALIST PROGRAM	0	1,689,473
			OTHER	7,782,410	7,203,196
			TOTAL OPERATING EXPENSES	105,706,149	112,937,733
			TOTAL OPERATING MARGIN	-5,984,843	3,665,040
			NON OPER REVENUE(EXPENSE)		
			OTHER NON-OP REV (EXP)	0	-73,105
			FEMA FUNDS	0	2,078,448
			DISTRICT TAX REVENUES	0	1,975,965
			INTEREST EXPENSE	-4,145,465	-409,152
			TOTAL NON-OP REV (EXPENSE)	4,145,465	3,572,156
			NET EXCESS / (DEFICIT)	-10,130,308	-2,893,112

IMPERIAL VALLEY HEALTHCARE DISTRICT
 BALANCE SHEET AS OF FEBRUARY 28, 2026

	ECRMC FEBRUARY 2026	IVHD FEBRUARY 2026	Consolidated FEBRUARY 2026	ECRMC FEBRUARY 2025	IVHD FEBRUARY 2025	Consolidated FEBRUARY 2025
ASSETS						
CURRENT ASSETS						
CASH	\$3,284,381	\$26,279,893	\$29,564,274	\$8,643,238	\$35,009,315	\$43,652,553
CASH - PEER ACCT		\$0	\$0	\$0	\$0	\$0
CASH - NORIDIAN AAP FUNDS	\$0	\$0	\$0	\$0	\$0	\$0
CASH - 3RD PRTY REPAYMENTS	\$0	-\$435,703	-\$435,703	\$0	\$0	\$0
CDs - LAIF & CVB	\$0	\$66,244	\$66,244	\$0	\$66,244	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$16,279,625	\$107,651,920	\$123,931,546	\$23,035,101	\$94,182,720	\$117,217,821
LESS: ALLOWANCE FOR BAD DEBTS	\$0	\$1,357,424	\$1,357,424	\$0	-\$3,439,039	-\$3,439,039
LESS: ALLOWANCE FOR CONTRACTUALS	\$0	-\$69,461,001	-\$69,461,001	\$0	-\$72,193,959	-\$72,193,959
NET ACCTS RECEIVABLE	\$16,279,625	\$39,548,343	\$55,827,968	\$23,035,101	\$18,549,722	\$41,584,823
	0.00%	36.74%	\$0	100.00%	19.70%	\$1
ACCOUNTS RECEIVABLE - OTHER	\$24,681,609	\$28,265,887	\$52,947,496	\$8,564,129	\$34,096,916	\$42,661,045
COST REPORT RECEIVABLES	\$0	\$59,499	\$59,499	\$0	\$1,206,822	\$1,206,822
INVENTORIES - SUPPLIES	\$2,951,771	\$3,558,926	\$6,510,697	\$2,964,165	\$2,941,216	\$5,905,381
PREPAID EXPENSES	\$2,826,574	\$2,331,638	\$5,158,213	\$2,507,050	\$3,831,089	\$6,338,139
TOTAL CURRENT ASSETS	\$50,023,961	\$99,674,728	\$149,698,689	\$45,713,683	\$95,701,324	\$141,415,007
OTHER ASSETS						
PROJECT FUND 2017 BONDS	\$0	\$1,109,107	\$1,109,107	\$0	\$507,369	\$507,369
BOND RESERVE FUND 2017 BONDS	\$0	\$968,373	\$968,373	\$0	\$968,353	\$968,353
LIMITED USE ASSETS	\$11,694,984	\$103,614	\$11,798,597	\$11,492,118	\$166,083	\$11,658,201
NORIDIAN AAP FUNDS	\$0	\$0	\$0	\$0	\$0	\$0
GASB87 LEASES	\$0	\$60,529,359	\$60,529,359	\$0	\$64,931,450	\$64,931,450
OTHER ASSETS PROPERTY TAX PROCEEDS	\$0	\$269,688	\$269,688	\$0	\$269,688	\$269,688
OTHER INVESTMENTS	\$748,741	\$420,000	\$1,168,741	\$826,218	\$420,000	\$1,246,218
UNAMORTIZED BOND ISSUE COSTS	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER ASSETS	\$12,443,725	\$63,400,141	\$75,843,865	\$12,318,336	\$67,262,944	\$79,581,280
PROPERTY, PLANT AND EQUIPMENT						
LAND	\$1,773,456	\$6,883,276	\$8,656,732	\$0	\$2,633,026	\$2,633,026
BUILDINGS & IMPROVEMENTS	\$189,964,485	\$63,870,530	\$253,835,015	\$0	\$63,001,597	\$63,001,597
EQUIPMENT	\$84,539,290	\$68,736,772	\$153,276,063	\$0	\$65,294,641	\$65,294,641
CONSTRUCTION IN PROGRESS	\$25,475,871	\$6,022,182	\$31,498,053	\$0	\$81,976	\$81,976
LESS: ACCUMULATED DEPRECIATION	-\$144,229,843	-\$106,150,805	-\$250,380,647	\$0	-\$102,162,971	-\$102,162,971
NET PROPERTY, PLANT, AND EQUIPMENT	\$157,523,260	\$39,361,956	\$196,885,216	\$155,914,867	\$28,848,269	\$184,763,136
TOTAL ASSETS	\$219,990,946	\$202,436,824	\$422,427,770	\$213,946,886	\$191,812,537	\$405,759,423

IMPERIAL VALLEY HEALTHCARE DISTRICT
 BALANCE SHEET AS OF FEBRUARY 28, 2026

	ECRMC FEBRUARY 2026	IVHD FEBRUARY 2026	Consolidated FEBRUARY 2026	ECRMC FEBRUARY 2025	IVHD FEBRUARY 2025	Consolidated FEBRUARY 2025
LIABILITIES AND FUND BALANCES						
CURRENT LIABILITIES						
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$0	\$4,195,628	\$4,195,628	\$0	\$3,366,375	\$3,366,375
ACCOUNTS PAYABLE - ACCRUALS	\$28,158,188	\$3,515,241	\$31,673,429	\$22,244,854	\$10,817,084	\$33,061,938
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$3,649,418	\$6,398,312	\$10,047,731	\$9,609,401	\$8,166,792	\$17,776,193
COST REPORT PAYABLES & RESERVES	\$0	-\$435,703	-\$435,703	\$0	\$0	\$0
NORIDIAN AAP FUNDS	\$0	\$0	\$0	\$0	\$0	\$0
CURR PORTION- GO BONDS PAYABLE	\$0	\$0	\$0	\$0	\$0	\$0
CURR PORTION- 2017 REVENUE BONDS PAYABLE	\$0	\$335,000	\$335,000	\$0	\$0	\$0
INTEREST PAYABLE- GO BONDS	\$0	\$1,917	\$1,917	\$0	\$1,917	\$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	\$0	\$586,900	\$586,900	\$0	\$268,125	\$268,125
OTHER - TAX ADVANCE IMPERIAL COUNTY	\$0	\$0	\$0	\$0	\$0	\$0
DEFERRED HHS CARES RELIEF FUNDS	\$0	\$0	\$0	\$0	\$0	\$0
CURR PORTION- LEASE LIABILITIES(GASB 87)	\$0	\$4,071,774	\$4,071,774	\$0	\$3,756,205	\$3,756,205
SKILLED NURSING OVER COLLECTIONS	\$0	\$3,392,861	\$3,392,861	\$0	\$1,632,566	\$1,632,566
CURR PORTION- SKILLED NURSING CTR ADVANCE	\$0	\$0	\$0	\$0	\$0	\$0
CURRENT PORTION OF LONG-TERM DEBT	\$0	\$1,037,037	\$1,037,037	\$24,370,370	\$1,075,791	\$25,446,161
TOTAL CURRENT LIABILITIES	\$31,807,607	\$23,098,968	\$54,906,574	\$56,224,625	\$29,084,855	\$85,309,480
LONG TERM DEBT AND OTHER LIABILITIES						
PMH RETIREMENT FUND - ACCRUAL	\$0	-\$241,801	-\$241,801	\$0	\$721,305	\$721,305
NOTES PAYABLE - EQUIPMENT PURCHASES	\$0	\$26,962,963	\$0	\$0	\$0	\$0
LOANS PAYABLE - DISTRESSED HOSP. LOAN	\$0	\$0	\$26,962,963	\$0	\$26,962,963	\$26,962,963
LOANS PAYABLE - CHFFA NDPH	\$0	\$0	\$0	\$0	\$0	\$0
BONDS PAYABLE G.O BONDS	\$0	\$0	\$0	\$0	\$0	\$0
BONDS PAYABLE 2017 SERIES	\$112,415,866	\$14,113,151	\$126,529,016	\$113,491,075	\$14,471,974	\$127,963,049
LONG TERM LEASE LIABILITIES (GASB 87)	\$4,567,217	\$58,207,090	\$62,774,307	\$7,320,167	\$62,267,845	\$69,588,012
DEFERRED REVENUE -CHW	\$63,729,153	\$0	\$63,729,153	\$56,562,632	\$0	\$56,562,632
DEFERRED PROPERTY TAX REVENUE	\$0	\$275,438	\$275,438	\$0	\$275,438	\$275,438
TOTAL LONG TERM DEBT	\$180,712,235	\$99,316,841	\$280,029,076	\$177,373,874	\$104,699,525	\$282,073,399
FUND BALANCE AND DONATED CAPITAL	\$17,601,412	\$72,783,818	\$90,385,230	-\$19,651,613	\$54,003,028	\$34,351,415
NET SURPLUS (DEFICIT) CURRENT YEAR	-\$10,130,308	\$7,237,198	-\$2,893,110	\$0	\$4,025,129	\$4,025,129
TOTAL FUND BALANCE	\$7,471,104	\$80,021,016	\$87,492,120	-\$19,651,613	\$58,028,157	\$38,376,544
TOTAL LIABILITIES AND FUND BALANCE	\$219,990,946	\$202,436,825	\$422,427,770	\$213,946,886	\$191,812,537	\$405,759,423

Imperial Valley Healthcare District

BOARD MEETING DATE: March 23rd, 2026

SUBJECT: Authorization to approve Medical Directorship Agreement for Rami Jirjis Urology P.C.

BACKGROUND: This agreement is for directorship services for the RHC's Urology health care activities

KEY ISSUES: Physician will be compensated at a base compensation of \$1,500 per month with a maximum of 10 hours per month.

CONTRACT VALUE: not to exceed \$18,000 annually.

CONTRACT TERM: 3 years

BUDGETED: Yes

BUDGET CLASSIFICATION: Directorship

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christopher R. Bjornberg

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

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Medical Directorship Agreement for Rami Jirjis Urology P.C.



MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR AGREEMENT (the “**Agreement**”) is entered into and executed as of March 1st, 2026 (the “**Effective Date**”), by and between Imperial Valley Healthcare District, dba Pioneers Memorial Hospital, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, § 32000 *et seq.* (“**Hospital**”), and Jirjis Urology P.C., a California Professional Corporation, which provides the services of Rami Jirjis, M.D., an individual licensed to practice medicine in the State of California (“**Director**”). Director and Hospital are sometimes individually referred to hereafter as a “**Party**,” and collectively as “**Parties**.” Services are expected to begin on March 1st, 2026 (the “**Service Start Date**”).

RECITALS

- A. Hospital owns and operates a general acute care hospital located in Brawley, California and owns and operates various rural health clinics (“**RHCs**”), in Calexico, California and Brawley, California. By the Service Start Date, Hospital may also own and operate a second general acute hospital located in El Centro, California
- B. The RHCs currently provide primary and specialty healthcare services through California-licensed Nurse Practitioners (“**NPs**”), Physician Assistants (“**PAs**”), and Physicians, who are independent contracts of Hospital.
- C. The NPs and PAs serving in the RHCs require the oversight and assistance of a medical doctor licensed to practice medicine in the State of California, who can direct and oversee the medical operations of the RHCs.
- D. Director is a Urologist, duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services at the RHCs.
- E. Hospital desires to engage the Director to provide medical directors services for Urology components of the RHCs.
- F. Director, having the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is mutually agreed as follows:

1. Medical Director Services. Medical Director shall act as medical director of the Urology components of the RHCs and shall provide other professional services in accordance with the terms of this Agreement, and the RHCs' bylaws, policies, and procedures. Directorship services provided herein shall include the following:

a. Supervision and Oversight. Director will supervise and oversee the health services provided at the RHCs as outlined in *Exhibit A* (“**Medical Director Duties**”) of this agreement. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as *Exhibit B* (“**Time and Activity Log**”) and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

b. Development of New Services. Director will assist Hospital in developing and implementing new services for RHCs as appropriate for the changing needs of the community it serves.

c. Accreditation. Director shall meet with Hospital and RHCs personnel to assure that the RHCs' practices meet or exceed current Hospital and RHC accreditation guidelines as related to the operation of the Urology program at RHCs. Director shall further assist RHC personnel in preparing for accreditation surveys.

2. Director Availability and Reporting. Hospital hereby contracts with Director to act as its medical director of the Urology components of the RHCs, in connection with the services furnished by Director hereunder. Should Director be unavailable due to vacation plans, continuing medical education, or for any other reason for a period of two (2) or more weeks during the term of this Agreement, Director shall assist the Hospital in finding an appropriate physician to assume the Director's responsibilities set forth by this Agreement. This alternate physician shall be approved in writing, in advance, by the Hospital Administrator. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as *Exhibit A* (“**Time and Activity Log**”) and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

3. No Personal Use of RHCs. Unless otherwise expressly agreed to in writing by Hospital, no part of the RHCs' premises shall be used at any time by Director as an office for personal use or for the private practice of medicine.

4. No Unauthorized Disclosure of Records. Director and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by 42 U.S.C.A. section 1395x(v)(1)(I) of Title II and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of ten (10) years after the expiration of the termination of this agreement.

5. Establishment of Fees. The Hospital is solely responsible for establishing the fees for medical services.

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

7. Independent Contractor. Director is engaged as an independent contractor with Hospital in performing all work, duties, and obligations hereunder. Hospital shall not exercise any control or direction over the methods by which Director performs his work and functions, except that Director shall perform at all times in strict accordance with then currently approved methods and practices in Director's specialty. The Hospital's sole interest is to ensure that Director performs and renders services in a competent manner in accordance with medical and administrative standards. The parties expressly agree that no work, act, commission or omission of Director pursuant to the terms and conditions of this Agreement shall be construed to make or render Director an agent or servant of Hospital. Director shall not be entitled to receive vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability or unemployment insurance, or any other employee or pension benefit of any kind.

8. Insurance. Director shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the Hospital Bylaws governing Hospital medical staff physicians in a minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. If the insurance coverage is "claims-made" rather than "occurrence-based", such coverage must be continued in the same amounts. However, if such coverage is terminated, Director shall at his expense provide Hospital with an extended reporting endorsement ("tail insurance") upon termination of this Agreement.

9. Term and Termination. The term of this Agreement shall be for three (3) years commencing on the Effective Date, unless terminated earlier as provided herein. This Agreement will automatically expire at the end of its current term unless extended in writing by mutual agreement of the parties neither party has any obligation to extend this Agreement beyond its current term.

a. Termination for Cause. Either Party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching party has been provided with notice of the breach and has failed to cure said breach within fourteen (14) days of such notice.

b. Immediate Termination. The Hospital may terminate this Agreement immediately for the following reasons:

1. The revocation, restriction, suspension or termination of Director's license to practice medicine in the State of California.

2. Medical Director's malpractice insurance is cancelled, decreased or not renewed for any reason.

3. The attempted assignment or other unauthorized delegation of any of Director's duties or obligations hereunder.

4. The election of Director to file bankruptcy.

5. The revocation or suspension of Medical Staff privileges.

6. The failure of Director to provide the Directorship services.

7. The failure of Director to document his services in a form substantially similar to that in Exhibit B.

8. Medical Director's conviction of a felony crime or exclusion from participation in any state or federal health care program, including but not limited to Medicare or Medicaid.

9. Any material breach of this Agreement.

c. Early Termination Without Cause. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement for any reason with thirty (30) days advance written notice to the other party.

10. No Assignment by Director. Director shall not assign, sell, or transfer any rights conferred by this Agreement, without the prior written consent of Hospital.

11. Attorneys' Fees. The prevailing party in any legal action to enforce this Agreement shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

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

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, such party at its sole option may, by giving written notice to the other party, terminate this Agreement.

14. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto and supersedes all other previous agreements and understandings, written or oral, between the parties hereto. There are no other Agreements between the parties hereto as to the subject matter hereof other than those set forth in this Agreement.

15. Applicable Law and Venue. This Agreement shall be governed by and construed interpreted and enforced in accordance with the laws of the State of California. The venue for any legal proceeding relating to, or arising out of, this Agreement shall be in the County of Imperial, State of California.

16. Access to Records. Hospital agrees that during normal business hours in accordance with state and federal law, and only to the extent required by state and federal law, Director shall have access to and the right to examine records which relate to any services provided under this Agreement for a period of not less than two (2) years following the termination or expiration of this agreement. Upon written request of Director, such access shall be extended with respect to any records which Director identifies as the actual or potential matter of investigation or litigation.

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

18. Compliance with Non-Discrimination Laws.

a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors

shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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

19. Access to Books and Records. Until the expiration of ten (10) years after the furnishing of any services pursuant to this Agreement, Director shall make available upon written request of the Secretary of the United States Department of Health and Human Departments or of the United States Comptroller General, or of any of their duly authorized representatives, this Agreement and such books, documents, and records of the Department as are necessary to certify the nature and the reasonable cost of services of the Hospital. If Director enters into an agreement with any related organization to provide services pursuant to this Agreement with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such agreement shall contain a clause to the effect that until expiration of ten (10) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon written request, of the Secretary or to the Comptroller General, or of any of their duly authorized representatives, the agreement and any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This Section shall be of no force and effect if it is not required by law. Ownership of all records, books, and documents remains with the Hospital.

20. Notices.

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

Hospital: Chief Executive Office
Pioneers Memorial Hospital
207 Legion Road
Brawley, CA 92227

Director: Rami Jirjis M.D.



21. Confidentiality; HIPAA.

- a. All records, files, proceedings and related information of Medical Director, Facility, and their providers pertaining to the evaluation and improvements of the quality of patient care at Facility shall be kept strictly confidential by Medical Director. Medical Director shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Facility. This provision shall survive the expiration and termination of this Agreement.
- b. Except as otherwise provided herein, any and all records relating to the Administrative Services and produced as a result of either party's performance under this Agreement shall be and remain the property of Facility.
- c. HIPAA. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and California Civil Code Section 56.10 *et. seq.* as applicable.

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

23. General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any proscription or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. No rule of strict construction will be applied against any person.

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

25. Compliance with Disclosure Requirements of Hospital’s Conflict of Interest Code. In accordance with the California Political Reform Act, the Hospital has promulgated its Conflict of Interest Code (“Code”). By executing this Agreement, Director is a contract physician for purposes of the Code and is required by law to make certain disclosures each year of the term of this Agreement on Form 700 Statement of Economic Interests (“Form”). Hospital will provide Director with this Form annually. Director agrees to complete and return this Form timely each year as required by law. (Additional information can be obtained from the California Fair Political Practices Commission at (866) 275-3772 and www.fppc.ca.gov.)

26. Other Agreements between Director and Hospital. Hospital and Director may enter, or may have entered, into other agreements for services such as On-Call or Coverage Services Agreements. Such agreements are maintained in a contracts management system, and will be made available to any State or Federal entities that require access.

27. Compliance with Laws. Director shall comply with the policies and procedures of Hospital and the RHCs as may be in effect from time to time in his/her performance of the Medical Director Services. Director shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Facility, physicians, and/or this Agreement including all professional licensure and reimbursement laws, regulations and policies in his performance of the Medical Director Services.

28. Anti-Referral Laws. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to the RHCs. This Agreement is not intended to influence Director’s judgment in choosing the proper care and treatment of patients.

IN WITNESS WHEREOF, the parties have fully executed this Agreement effective on the date first written above.

PIONEERS MEMORIAL HEALTHCARE DISTRICT:

By _____
Christopher R. Bjornberg

Date _____

DIRECTOR:

Rami Jirjis, M.D.

Date _____

CORPORATION:

Jirjis Urology P.C.,
Owner

Date _____

EXHIBIT A

MEDICAL DIRECTOR SERVICES

Director shall provide the following services, which include, but are not limited to, the following:

- 1) Supervision and oversight of health services provided by the health care staff
- 2) Provide medical direction and oversight of the Urology mid-level providers by being present in the RHC's at minimum every week for a minimum of 4 hours.
- 3) Ensures the annual review of practice guidelines/protocols designed to promote quality, safe and appropriate Urology patient care.
- 4) Leads the process to ensure provider quality via review of medical records, peer review, evaluation of operations and co-signing of medical records, if required, in accordance with California State regulations.
- 5) Is actively involved with department leadership in resolving patient grievances and complaints within the scope of the Urology services.
- 6) Is actively involved in the continuous development of the program's EHR (electronic health record) system and the functionality available to improve patient outcomes.
- 7) Supports department leadership in ensuring proper use of the EHR by Urology providers including the provider's compliance with documentation and billing standards/timelines.
- 8) Assists department leadership as needed with medical staff scheduling for the program
- 9) Oversees, recommends, and approves ongoing education for program providers.
- 10) Director shall be available to department providers and department leadership for consultation, assistance with urgent issues and other instances where program operation warrants the Director's intervention/participation.
- 11) Participate in meetings with department leadership to review operational considerations such as productivity, strategic initiatives, financial performance and staff development/concerns.
- 12) Be available (in person or by telephone) to prepare necessary medical orders and give emergency advice and assistance when needed.

EXHIBIT C
Hours & Compensation

Hospital shall pay the Director an annual salary of eighteen thousand dollars (\$18,000) which shall be paid in monthly installments of \$1,500 per month.

Hospital anticipates that Director shall work, on average, ten (10) hours per month providing directorship duties pursuant to this agreement.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: March 26, 2026

SUBJECT: Premier – Acute Care Membership Application

BACKGROUND: IVHD's current GPO is HealthTrust Purchasing Group, while ECRMC utilizes Premier as its GPO. A market basket analysis was conducted to compare pricing between the two organizations and support the selection of a new GPO for IVHD. Based on this evaluation, Premier was chosen due to its highly competitive pricing and strong customer support.

KEY ISSUES:

- 1. Cost Savings Opportunities:** Transitioning to Premier offers access to more competitive pricing identified through the market basket analysis, creating potential for meaningful cost reductions.
- 2. Enhanced Customer Support:** Premier is recognized for strong customer service, which can improve issue resolution times and overall support for procurement operations.
- 3. Contract Optimization:** The transition allows IVHD to align with more favorable contracts, potentially expanding access to high-quality products at better value.
- 4. Standardization Across Facilities:** Aligning with ECRMC's existing GPO, Premier, creates opportunities for greater standardization of supplies and processes across both organizations.
- 5. Improved Vendor Relationships:** Leveraging Premier's network may strengthen vendor partnerships and improve service levels.
- 6. Data & Analytics Access:** Enhanced reporting and analytics tools can support better purchasing decisions and identify additional cost-saving opportunities over time.
- 7. Operational Efficiencies:** Streamlining procurement processes under a single GPO can reduce administrative burden and improve overall efficiency.
- 8. Scalability & Future Growth:** Partnering with Premier positions IVHD to scale purchasing strategies effectively as organizational needs evolve.

CONTRACT VALUE: \$15,000,000/yr

CONTRACT TERM: Five Years

BUDGETED: Yes

BUDGET CLASSIFICATION: Medical Supplies

RESPONSIBLE ADMINISTRATOR: Carly Loper

DATE SUBMITTED TO LEGAL: 3/11/2026 REVIEWED BY LEGAL: Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Approve: Premier – Acute Care Membership Application

ACUTE CARE MEMBERSHIP APPLICATION

Section I - Participating Member Information: *(All Fields In This Section Are Required)*

Participating Member Facility Name: IMPERIAL VALLEY HEALTH CARE DISTRICT			Primary Contact Name: CARLY LOPER
Street Address <i>(No P.O. Boxes Please)</i> : 207 W LEGION ROAD		Ste.:	Primary Contact Title: CFO
City: BRAWLEY	State: CA	Zip code: 92227	Primary Contact Phone Number: 7603513594
Member Phone Number: 7603513333			Primary Contact Email: cloper@iv-hd.org
Website: https://pmhd.org/			

Agreement Effective Date ("Start Date"): _____

Go Live Date: _____

Section II - Member Primary Service: **Please choose one below** *(Required)*

<input checked="" type="checkbox"/> Children's Medical	<input type="checkbox"/> Healthcare Corporate Office	<input type="checkbox"/> Orthopedic Hospital
<input checked="" type="checkbox"/> Critical Access	<input type="checkbox"/> Healthcare Management Svc Org	<input type="checkbox"/> Psych/Mental Health Hospital
<input type="checkbox"/> Eye, Ear, Nose and Throat	<input checked="" type="checkbox"/> Long Term Acute Care	<input type="checkbox"/> Other <i>(Specify)</i> : _____
<input checked="" type="checkbox"/> General Medical and Surgical	<input checked="" type="checkbox"/> Maternity Hospital	Total # Acute Staffed Beds: <u>107</u>

Section III - Sponsor/Parent Information:

Sponsor Name:	Direct Parent Name (parent company, if different from Sponsor):
Sponsor Entity Code:	Direct Parent Entity Code:
Participating Member's Relation to Direct Parent¹ <i>(If No Direct Parent, Indicate Participating Member Relation to Sponsor):</i> <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Managed <input checked="" type="checkbox"/> Affiliated (Not Owned, Leased or Managed)	
Required to be completed by Sponsor: Sponsor has reviewed the governmental exclusionary lists as required by Premier's policies and Participating Member does not appear on any such list: <input type="checkbox"/> Agree <input type="checkbox"/> Disagree	

Section IV – Additional Information

Estimated Annual Supply Spend: \$ 15000000	Current/Previous GPO: HPG
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¹Definitions for the types of member facilities relationships (collectively, the "Child Sites"):

OWNED: A facility is considered to be owned if the Sponsor or Parent directly or indirectly holds (1) a majority of the equity or corporate membership interests in the facility or the power to appoint a majority of such facility's governing board or (2) a significant interest (which may be less than a majority of the total equity) sufficient to enable operational control and such facility is willing to designate Premier Healthcare Alliance, L.P. as its primary group purchasing organization.

LEASED: A facility is considered to be leased if it is leased and operated by its Sponsor or Parent.

MANAGED: A facility is considered to be managed if the Sponsor or Parent manages such facility in whole or in part (including at a minimum, the supplies purchasing function).

AFFILIATED: A facility is considered to be affiliated if the Sponsor or Parent formally sponsors the facility for participation in Premier's group purchasing organization, but does not own, lease or manage it.

TERMS CONDITIONS AND SIGNATURES (THE "AGREEMENT")

By signing below, Participating Member agrees that:

- A. Participating Member hereby designates Premier Healthcare Alliance, L.P. ("Premier") to act as Participating Member's group purchasing agent for the products and services (collectively, "Products") purchased by Participating Member through the Premier group purchasing program ("Program").
- B. Participating Member will use Premier as its primary group purchasing organization.
- C. Participating Member will use all Products it purchases under group purchasing contracts of Premier and, if applicable, the sponsor named on the first page of this Agreement ("Sponsor") solely for its own operations and will not re-sell any such Products (except to the extent Participating Member is a DME provider or retail pharmacy that is purchasing from Program vendors ("Vendors") who offer pricing to DME providers and/or retail pharmacies with the expectation that Products will be re-sold).
- D. Participating Member (and Participating Member's agents, employees and representatives) shall keep confidential Premier's and Sponsor's proprietary and confidential information and shall not disclose such information to any third parties other than Premier's affiliates, Sponsor or Participating Member's employees with a need to know (who have been made aware of this provision by Participating Member and agree to comply with it). Such confidential information includes without limitation Premier's and Sponsor's plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, and contract catalogs (printed and electronic). Participating Member's obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of Participating Member's membership in Premier and for a period of five (5) years thereafter.
- E. Participating Member will sign the Facility Authorization and Vendor Fee Agreement attached as Exhibit A. The signed original of the Facility Authorization and Vendor Fee Agreement should be returned to Premier as soon as possible and a copy retained by Participating Member for its records. Notwithstanding approval of Participating Member's application to become a member in Premier, Participating Member will not have the right to participate in Premier's Program and Sponsor's group purchasing program until the Facility Authorization and Vendor Fee Agreement has been signed and returned to Premier. Execution of the Facility Authorization and Vendor Fee Agreement is required for compliance with the regulatory safe harbor for group purchasing organizations under the Federal Medicare Anti-Fraud and Abuse Statute, codified at 42 C.F.R. § 1001.952(j).
- F. In the event Participating Member is subject to applicable open records laws (such as a federal, state or municipal agency) which may require Participating Member to release confidential or proprietary information of Premier or Sponsor, Participating Member agrees to promptly notify Premier and/or Sponsor, as applicable, of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Premier and Sponsor and use its best efforts to assist Premier and Sponsor in preventing the release of such information to the extent consistent with applicable law.
- G. Participating Member hereby acknowledges that the discounts available under Premier Vendor contracts in the Program may be exclusive and that its access to, or acceptance of, any incentives or rebates under separate programs may impact the discounts available to it under Premier Program contracts.
- H. Participating Member represents and warrants that it (and its officers, directors and employees) are not listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state programs. Premier and/or Sponsor may terminate Participating Member from participation in the Program immediately in the event at any point Participating Member is not in compliance with this representation and warranty. Termination is in addition to any other rights or remedies Premier and Sponsor may have at law or in equity.
- I. Participating Member acknowledges that rebates or discounts it may receive from Vendors as part of its participation in the Program are, for purposes of 42 C.F.R. Section 1001.952(h), "discounts or other reductions in price" and Participating Member is required to disclose the specified dollar value of any such discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to such Participating Members.
- J. Participating Member acknowledges and agrees that by entering into this Agreement, the parties have not established, and do not intend to establish, a "business associate" relationship, as such term is defined under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Under no circumstances will Premier request from Participating Member, nor will Participating Member provide to Premier, "protected health information," as such term is defined in HIPAA. For the avoidance of doubt, Participating Member agrees that Premier is not engaging any supplier as its downstream business associate.
- K. Participating Member represents and warrants that its execution and performance of this Agreement does not conflict with or violate any other agreement or obligation to which Participating Member is subject or by which it is bound.
- L. Participating Member acknowledges and agrees that Premier, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of Premier's contracted Vendors, or for any representations or warranties made by such Vendors.
- M. Participating Member confirms that all information supplied by Participating Member to Premier and Sponsor is complete and accurate.
- N. Participating Member authorizes Premier and Sponsor to individually activate group purchasing contracts in the Program on its behalf.
- O. If Participating Member is a Multi-Facility System, Participating Member will list on Exhibit D attached to this Agreement the facilities that it intends to serve as Child Sites subject to the terms of this Agreement. Participating Member may update the Child Site list upon written notice to Premier consistent with the terms of this Agreement. Participating Member represents that it has authority over all purchases, including liability for payment of invoices, for each Child Site listed and that it has the authority to sign and bind each Child Site to the terms of this Agreement. In such case, Participating Member and each such Child Site shall be bound by the terms of this Agreement.
- P. In addition to compliance with the terms and conditions contained in this Agreement, Participating Member shall comply with all Premier policies pertinent to the Program.
- Q. If Participating Member wishes to participate in the Premier foodservice Program, the terms and conditions of Exhibit E shall apply.
- R. Participating Member will receive any applicable Vendor rebates that are earned from purchases through the Premier Program via Electronic Funds Transfer (EFT). Please complete the Direct Deposit Via ACH Form and IRS Form W-9.

Signature of Participating Member

CARLY LOPER

Printed Name of Participating Member

CFO

Title

Date

Signature of Sponsor

Printed Name of Sponsor

Title

Date

Email the completed application and exhibits to Rosters@PremierInc.com.

COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE BY PREMIER.

EXHIBIT A – FACILITY AUTHORIZATION & VENDOR FEE AGREEMENT

Participating Member Information:

Participating Member Facility Name ("Participating Member"): IMPERIAL VALLEY HEALTH CARE DISTRICT
Street Address (No P.O. Boxes Please): 207 W LEGION ROAD
City: BRAWLEY
State: CA
Zip code (+4 if available): 92227

Participating Member and Premier Healthcare Alliance, L.P. ("Premier") hereby agree as follows:

PURCHASING AGENT FOR PURPOSES OF PARTICIPATING IN GROUP PURCHASING PROGRAMS

Premier and Sponsor, if applicable, are each authorized to act as a purchasing agent for Participating Member and any Child Sites that are added to Exhibit D as it may be amended from time to time.

ADMINISTRATIVE FEE

Participating Member is hereby notified that Vendors pay to Premier an administrative fee, which is a percentage of the purchase price of Products that Participating Member purchases from such Vendors, which may be apportioned between Premier and Sponsor pursuant to a separate agreement. Administrative fees will be noted in a report located in Premier's online member portal.

ANNUAL DISCLOSURE OF ADMINISTRATIVE FEES

Except as otherwise directed, Premier shall provide written notice on at least an annual basis to Participating Members that are healthcare providers of service¹ of the amount of administrative fees that Premier has received from Vendors with respect to purchases made by or on behalf of such Participating Member.

Signature of Participating Member

CARLY LOPER

Printed Name

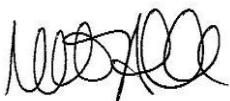
Date

CFO

Title

ACKNOWLEDGED BY PREMIER HEALTHCARE ALLIANCE, L.P.

**By: Premier Healthcare Solutions, Inc.,
Its: General Partner**



Premier Authorized Signature

Michael Alkire, President and CEO

Printed Name, Title

¹As defined in Section 1861(u) of the Social Security Act.

Pharmacy Service Provider Classification	Description
ACUTE	Acute care hospitals (including both acute and sub-acute beds) that use pharmaceuticals for their own operations, excluding operations which compete with retail trade.
NON ACUTE NON RETAIL	Health facilities that have no (or few) acute care beds and use pharmaceuticals for their own operations, excluding operations which compete with retail trade. Such facilities include, but are not limited to ambulatory surgery centers, diagnostic imaging centers, rehabilitation facilities, clinics, and hospices.
Long Term Care	A facility that provides rehabilitative, restorative, and/or ongoing skilled nursing care to patients or residents in need of assistance with activities of daily living.
Prison/Correctional Provider	Provides pharmaceuticals to inmates in a correctional facility. A "Closed Door" pharmacy has no sales to the general public
LTC Closed Door Provider with Specialty	Provides pharmaceuticals to nursing homes, hospices, skilled nursing facilities, assisted living facilities, sub-acute facilities, group homes and/or other facilities that are sold and billed to end users or their agent. A "Closed Door" pharmacy has no sales to the general public. Provider also dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
LTC Combo Provider	Provides pharmaceuticals to nursing homes, hospices, skilled nursing facilities, assisted living facilities, sub-acute facilities, group homes and/or other facilities that are sold and billed to end users or their agent. Provider also services retail patients.
LTC Combo Provider with Specialty	Provides pharmaceuticals to nursing homes, hospices, skilled nursing facilities, assisted living facilities, sub-acute facilities, group homes and/or other facilities that are sold and billed to end users or their agent. Provider also services retail patients and dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Infusion Closed Door	Provides infusion therapy services, which are administered in a home setting, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. A "Closed Door" pharmacy has no sales to the general public.
Infusion Closed Door with Specialty	Provides infusion therapy services, which are administered in a home setting, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. A "Closed Door" pharmacy has no sales to the general public. Provider also dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Infusion Combo	Provides infusion therapy services, which are administered in a home setting, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. Provider also services retail patients.
Infusion Combo with Specialty	Provides infusion therapy services, which are administered in a home, at the provider's premises or at a physician's office. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license. Provider also serves retail patients and dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Infusion Suite	Provides infusion therapy services, in an outpatient infusion suite setting. Infusion Therapy is defined as the way that liquid solutions or liquid medications are administered directly into the blood stream through an intravenous catheter inserted in a vein in the body. Infusion therapies can include total parenteral nutrition, antibiotics or other drugs, blood, and chemotherapy. Must have a valid DEA certificate and pharmacy license.
Mail Order	A closed door pharmacy that provides home delivery of prescriptions for patients with chronic conditions. Provider also dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Physician Practice	A certified and licensed physician office and business unit that engages in the diagnosis and/or management of patients, including but not limited to, oncology, pediatrics, immunology, neurology related diseases, purchase, preparation, dispensing, administration, management, and billing of diagnostics and therapy.
Retail	Provides prescription and over the counter drugs as well as other health related items to patients discharged from the hospital and to the general public.
Retail Closed Door	Provides prescription and over the counter drugs as well as other health related items to patients discharged from the hospital, employees and their covered entities.
Retail with Specialty	Provides prescription and over the counter drugs as well as other health related items to patients discharged from the hospital and to the general public. Provider also dispenses specialty drugs (high cost and/or high maintenance infusion, injectable, oral or inhaled therapies that require complex care on an ongoing basis.)
Specialty Pharmacy	Specialty pharmacies dispense and deliver specialty drugs to patients. They may also perform services for patients. Such services include, but not limited to managing reimbursement, performing case management and providing patient education.
GOVERNMENT	1. Non-federal government entities or agencies providing health benefits (drug) to state/county/municipal employees on a self-insured or self-funded basis. 2. Entities that meet the definition of non-profit as defined by Internal Revenue Service code 501(c)(9) that provide health benefits on a self-insure or self-funded basis via Taft-Hartley Trust Funds and is tax exempt.

EXHIBIT C – CONTACT PROFILE

Please provide contact information in the table below (or in the attached Excel file) for anyone within your facility(s) interested in receiving communications from Premier. If left blank, the default contact will be the Primary Contact listed on Page 1.



Exhibit C - Contact Profile

Contact 1	Contact 2	Contact 3
Full Name DAVID MOMBERG	Full Name Yvette Lewis	Full Name KENNETH LE
Title CFO	Title Director of Materials Management	Title DIRECTOR OF PHARMACY
Organization Name ECRMC	Organization Name IVHD	Organization Name ECRMC AND IVHD
Address 1415 ROSS AVENUE	Address 207 W LEGION ROAD	Address 1415 ROSS AVENUE
City, State, and Zip EL CENTRO, CA 92243	City, State, and Zip BRAWLEY, CA 92227	City, State, and Zip EL CENTRO, CA 92243
Phone 760-339-7124	Phone 760-351-4656	Phone 7603397180
Fax	Fax	Fax
Email david.momberg@ecrhc.org	Email ylewis@iv-hd.org	Email Kenneth.Le@ecrhc.org
Contact 4	Contact 5	Contact 6
Full Name JENNA MIDDLETON	Full Name ANNABEL C. LIMENTANG	Full Name
Title DIETARY DIRECTOR	Title DIRECTOR LAB SERVICES	Title
Organization Name IVHD	Organization Name IVHD	Organization Name
Address 207 W LEGION ROAD	Address 207 W LEGION ROAD	Address
City, State, and Zip BRAWLEY, CA 92227	City, State, and Zip BRAWLEY, CA 92227	City, State, and Zip
Phone 7603513268	Phone 760 351 3274	Phone
Fax	Fax	Fax
Email jmiddleton@iv-hd.org	Email alimentang@iv-hd.org	Email
Contact 7	Contact 8	Contact 9
Full Name	Full Name	Full Name
Title	Title	Title
Organization Name	Organization Name	Organization Name
Address	Address	Address
City, State, and Zip	City, State, and Zip	City, State, and Zip
Phone	Phone	Phone
Fax	Fax	Fax
Email	Email	Email

EXHIBIT D – LIST OF CHILD SITES

Please use the form attached below to list all Child Sites that will be receiving Products through the Premier Program that meet the following requirements below:

1. **The Participating Member has legal authority to sign and bind the Child Site to Program contracts, including the terms of this Agreement.**
2. **The Participating Member has control over all supply chain and purchased services for the Child Site.**

If either of the requirements above are not met, the Child Site must complete its own, separate Membership Application.



Exh D - Sch 1 List of
Child Sites_11-10-23.x

By submitting Exhibit D to Premier, Participating Member certifies that the responses listed on Exhibit D are true and accurate.

Participating Member authorizes and designates its Sponsor, distributor/wholesaler or other agent to add new Child Sites by submitting to Premier a list of new Child Sites on the attached form or by other written communication for the same purpose. Participating Member acknowledges and agrees that by making or authorizing any such future submissions of Child Site(s), unless expressly stated otherwise in the applicable submission, Participating Member certifies that it (1) has legal authority to sign and bind the Child Site(s) to contracts, including the terms of this Agreement, and (2) has control over all supply chain and purchased services for the Child Site(s).

Signature of Participating Member

CARLY LOPER

Printed Name

Date

CFO

Title

EXHIBIT E – FOODSERVICE PROGRAM REQUIREMENTS

If participating in the Foodservice Program, Participating Member agrees to the following Foodservice Program terms and conditions:

- A. Participating Member agrees to utilize the Program's authorized foodservice distributor (the "Authorized Distributor") as its prime Vendor for foodservice distribution, with the intent to purchase a minimum of eighty percent (80%) of its annual food requirements for the Products(s) available from Premier's Authorized Distributor (as measured in dollars). Participating Member authorizes Premier to disclose this Agreement to the Authorized Distributor as part of the Program.
- B. Participating Member agrees to comply with the participation requirements of the Premier foodservice distribution Program and Vendor programs.
- C. Participating Member agrees, upon termination of its participation in the Program, to promptly purchase or cause a third party to promptly purchase any remaining inventory of specially ordered and/or proprietary Products stocked exclusively for the Participating Member.
- D. Participating Member will receive applicable Vendor rebates that are earned from purchases through Vendors participating in the Program via Electronic Funds Transfer (EFT). Participating Member agrees to complete Premier's Rebate ACH Direct Deposit Enrollment Form. Participating Member is advised that Premier and its affiliates do not retain any portion of the Vendor rebates (excluding the administrative fee) generated by Participating Member purchases through the Program.
- E. Participating Member hereby acknowledges that the discounts available under Program contracts are exclusive of any additional incentives or rebates that may be offered by contracted Vendors under separate programs. Participating Member hereby agrees not to attempt to access such other incentives or rebates to the extent the applicable Products purchased by Participating Member are purchased under Program contracts.