IMPERIAL VALLEY
HEALTHCARE DISTRICT

AGENDA
REGULAR MEETING OF THE FINANCE & BUDGET COMMITTEE
MONDAY, JULY 20, 2026, 10:00 A.M.

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

Join Microsoft Teams
Meeting ID: 282 535 511 714 11
Passcode: r6Bp9WB2

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 themself, 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 June 22, 2026.

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

   a. Review of June 2026 Financials and Profit & Loss Statements (Staff reference: Carly Loper)

   b. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve Health Wise LLC agreement. (Staff reference: Carly Zamora)

   c. Discussion and/or possible action to recommend to the Board of Directors approval Authorization to approve Curative Talent, LLC agreement. (Staff reference: Carly Zamora)

9. **Items for Future Agenda**
   This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming meetings and/or identify press release opportunities.

10. **Adjournment**

POSTING STATEMENT

A copy of the agenda was posted July 17, 2026, at 207 W. Legion Road, Brawley, CA 92227 at 9:30 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 48 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
JUNE 22, 2026
FINANCE COMMITTEE MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT FINANCE COMMITTEE MET IN SPECIAL SESSION ON THE 22ND OF JUNE 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:
   Adriana Ochoa – Legal/Snell & Wilmer
   Carly Loper – PMH Chief Financial 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 Berker and second by Director Goodsell to approve the agenda for May 26, 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 May 26, 2026. Motion passed by the following vote wit:

   AYES: Garcia, Berker, Goodsell
   NOES: None

8. **ACTION ITEMS:**
   a. Review of May 2026 Financials and Profit & Loss Statements

The Board of Directors agreed unanimously to receive and recommend to the Board of Directors approval of May 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 the requested for the Neurology telemedicine service agreement between CEP America-Neurology, PC dba Vituity, and Imperial Valley Healthcare District.

Motion was made by Director Goodsell and second by Director Berker to approve recommending to the Board of Directors approval of the Neurology telemedicine service agreement between CEP America-Neurology, PC dba Vituity, and Imperial Valley Healthcare District. 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 Service agreement between STERIS Instrument Management Services Inc. and Imperial Valley Healthcare District.

Motion was made by Director Berker and second by Director Goodsell to approve recommending to the Board of Directors approval of Service agreement between STERIS Instrument Management Services Inc. and Imperial Valley Healthcare District. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell
NOES: None

d. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve IVHD-Pathology Associates of Southern California Agreement Renewal.

Motion was made by Director Goodsell and second by Director Berker to approve recommending to the Board of Directors approval of Authorization to approve IVHD-Pathology Associates of Southern California Agreement Renewal. 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 Agreement between Imperial Valley Healthcare District and MedPro International.

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

between Imperial Valley Healthcare District and MedPro International. Motion passed by the following vote wit:

AYES: Garcia, Berker, Goodsell
NOES: None

f. Discussion and/or possible action to recommend to the Board of Directors approval of Authorization to approve A solar company dedicated to helping clients leverage the benefits of solar energy.

This item will tabled for Thursday Board Meeting for more review.

9. ITEMS FOR FUTURE AGENDA:
Financials

10. ADJOURNMENT:
With no future business to discuss, Motion was made unanimously to adjourn meeting at 10:51 a.m.

To: **Board of Directors**

Katherine Burnworth, President

Laura Goodsell, Vice President

Enola Berker, Secretary

James Garcia, Treasurer

Arturo Proctor, Trustee

Rodolfo Valdez, Trustee

Felipe Irigoyen, Trustee

Additional Distribution:

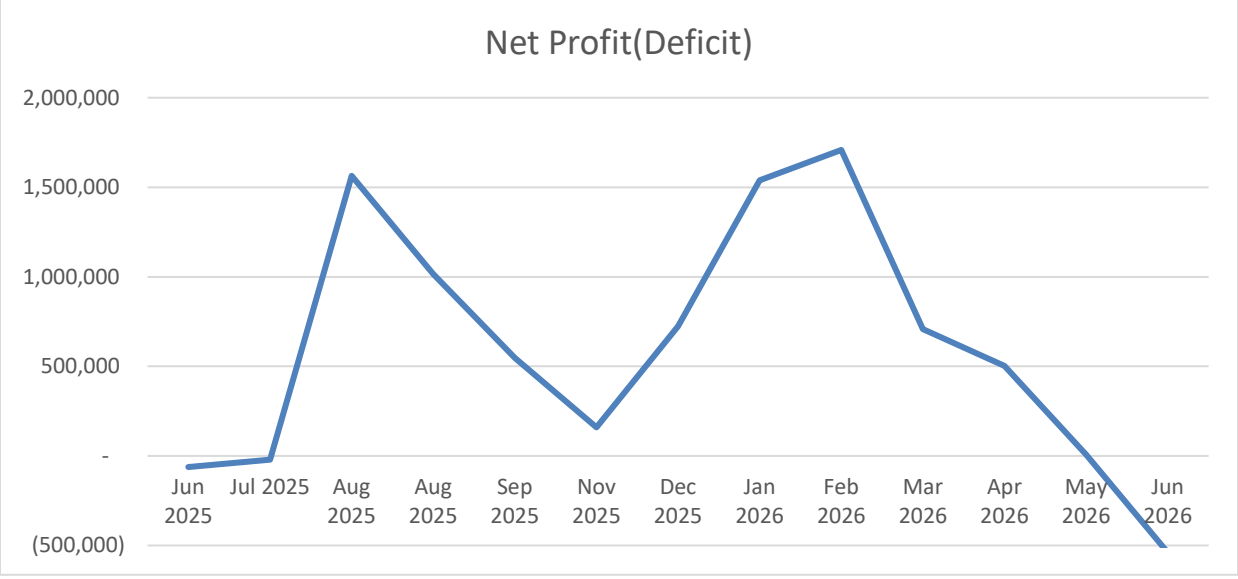
Carly Zamora, Interim Chief Executive Officer

From: Carly Loper, Chief Financial Officer

Financial Report – June 2026

Overview:

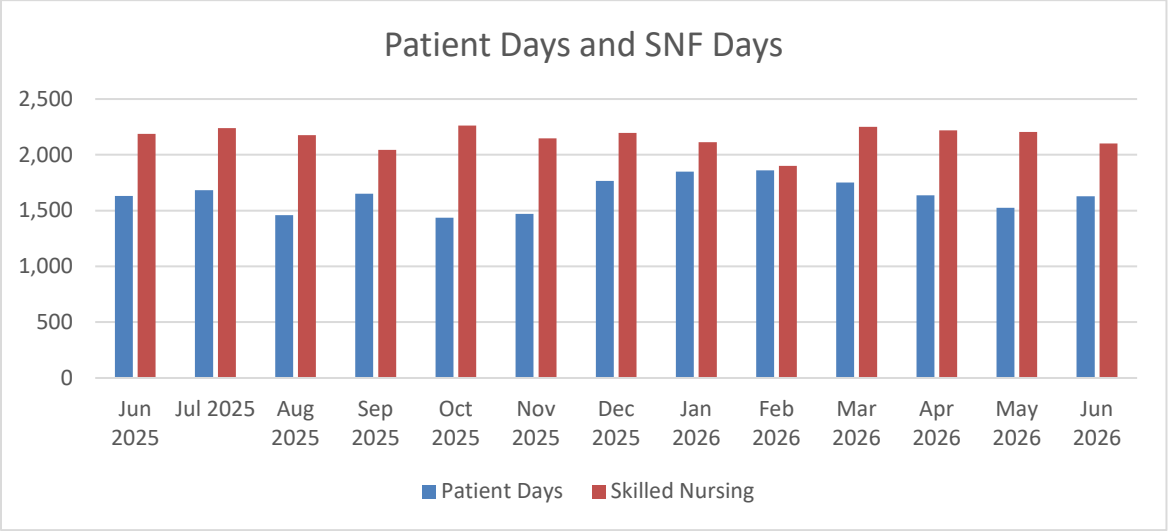
Financial operations for the month of June resulted in a loss of ($540,018) against a budgeted profit of $101,959.



Patient Volumes:

In June, inpatient days fell below budget by (1.0%) but exceeded the prior month volumes by 6.7%. For the year-to-date period, inpatient days were on budget and exceeded prior year volumes by 11.6%.

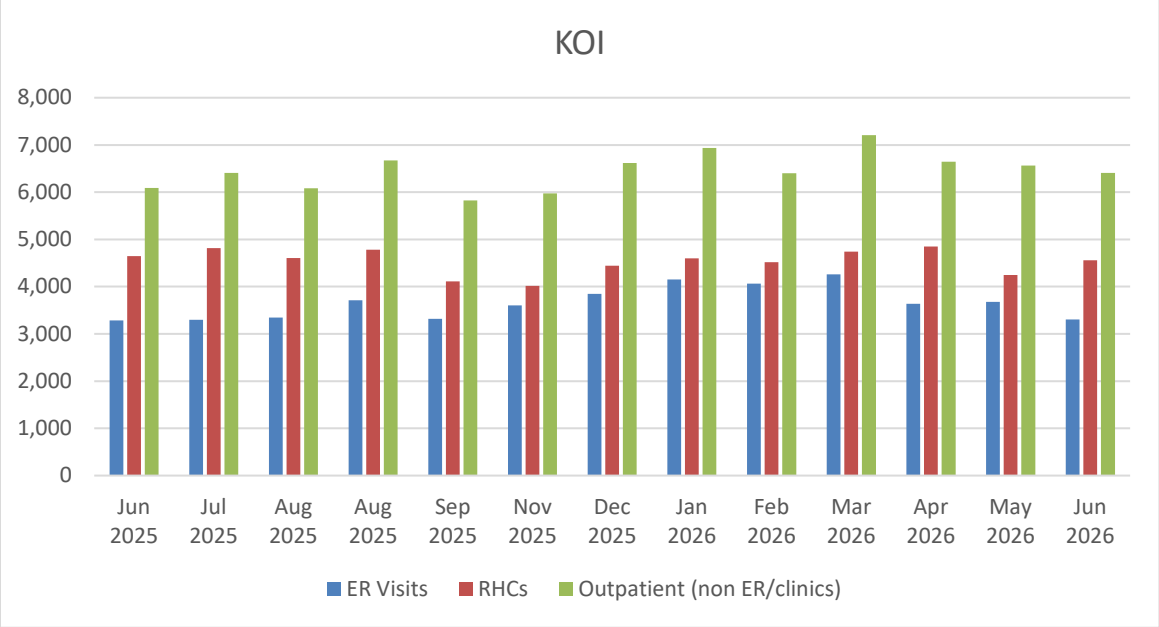
June inpatient days for Pioneers Memorial Skilled Nursing Center (PMSNC) were 2,102 compared to 2,204 inpatient days in May. PMSNC had an average daily census (ADC) of 70.1 for the month of June.

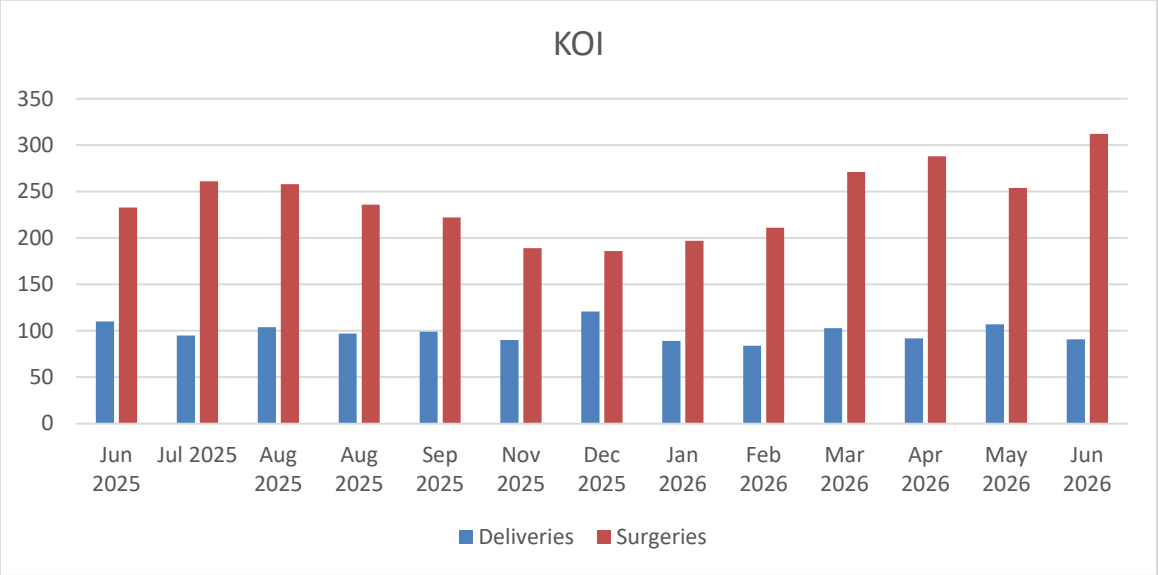


For the month of June, Deliveries fell below the prior month volumes by (4.1%) and fell below the monthly budget by (20.9%). Emergency Room visits fell below the prior month volumes by (10.1%) and fell below the monthly budget by (10.0%). Surgeries for the month of June exceeded the prior month volumes by 22.8% and exceeded the monthly budget by 5.8%. Calexico Health Center, Pioneers Health Center and Pioneers Children's Health Center visits/volumes for June exceeded the prior month visits/volumes while Outpatient (non-ER) visits/volumes for June fell below the prior month visits/volumes. Fiscal year-to-date volumes for Pioneers Health Center and Pioneers Children's Health Center are lower than prior year volumes. Fiscal year-to-date volumes for Calexico Health Center and Outpatient (non-ER) exceed 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 exceed 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	140	177	110	1,834	2,123	2,011
E/R Visits	3,303	3,668	3,285	44,222	44,015	45,669
Surgeries	312	295	233	2,885	3,537	3,876
GI Scopes	167	66	#N/A	1,812	968	#N/A
Calexico RHC	1,053	873	1,034	11,845	10,480	11,556
Pioneer Health	2,481	2,461	2,584	30,056	29,531	32,035





Gross Patient Revenues:

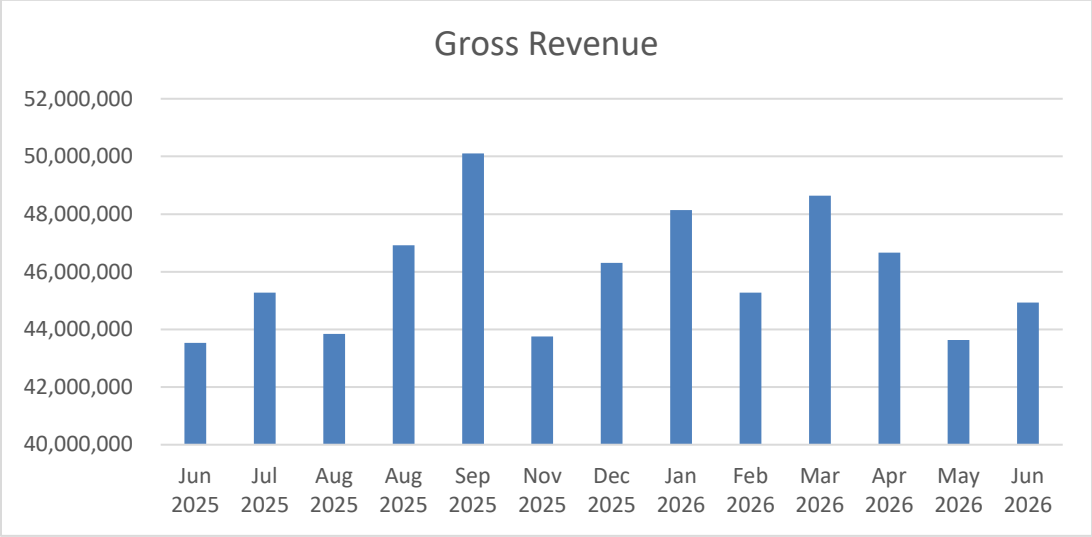
In June, gross revenues fell below budget by ($185,908) or (0.4%) but exceeded the prior month's revenues by $1,302,569 or 3.0%.

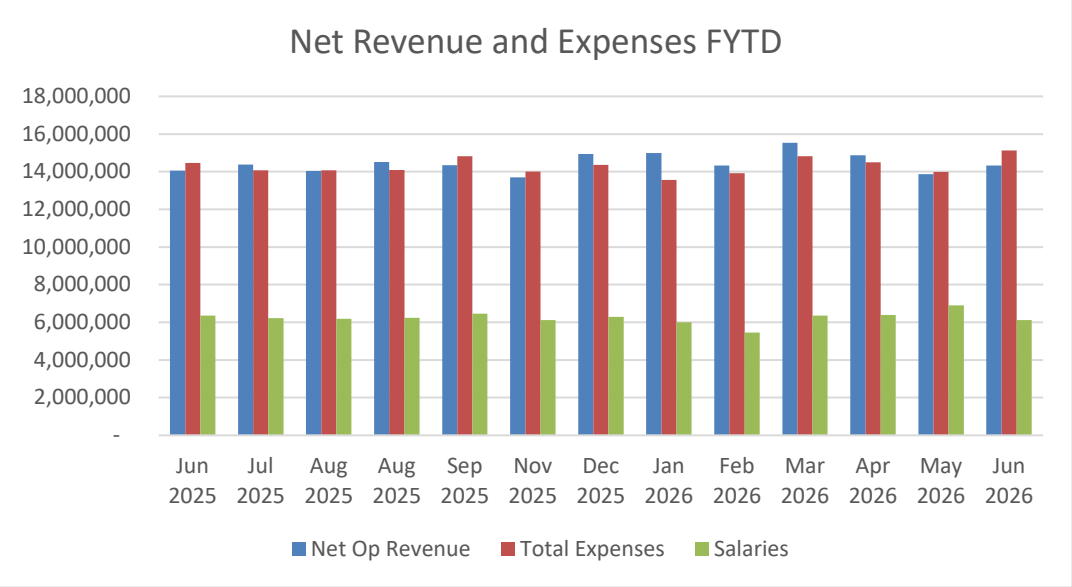
	Monthly Gross Revenue	Daily Gross Revenue
May	$43,631,417	$1,407,465
June	$44,933,986	$1,497,800

Operating Expenses:

In total, June operating expenses were over budget by (4.1%). June's daily expenses were $504,205 per day, which exceeded May's monthly expenses at $451,230 per day. Total staffing expenses for June were under budget by 7.7% while Benefits expenses were on budget for the month. Total expenses for June exceeded the prior month expenses by ($1,138,018) or (8.1%).

	Monthly Expenses	Daily Expenses
May	$13,988,138	$451,230
June	$15,126,156	$504,205



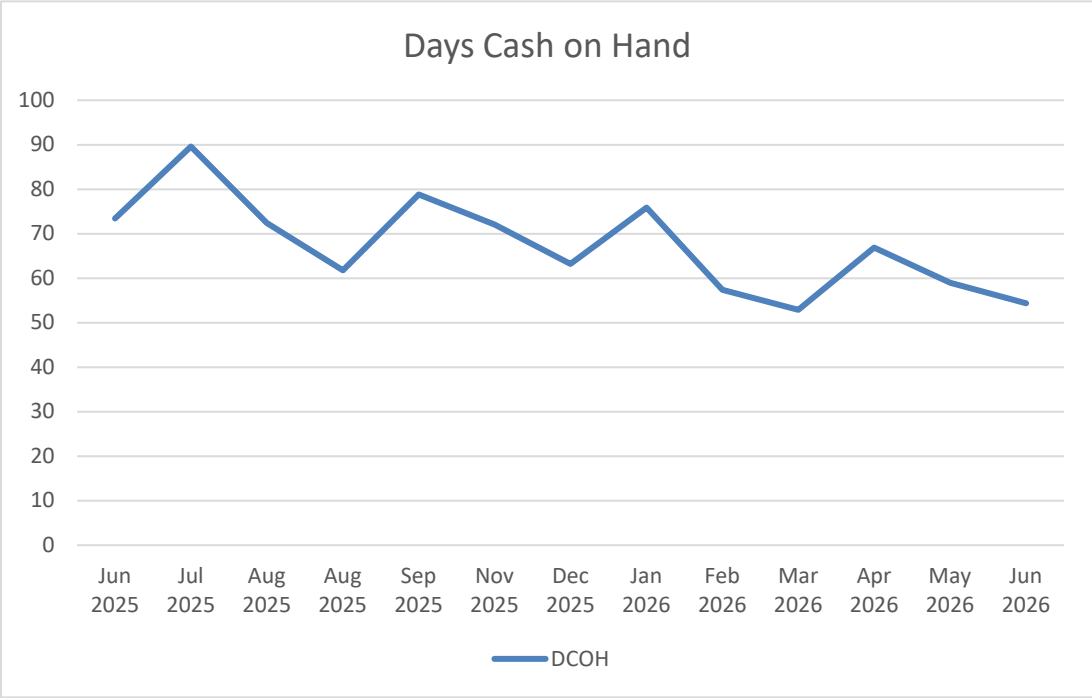


Bond Covenants:

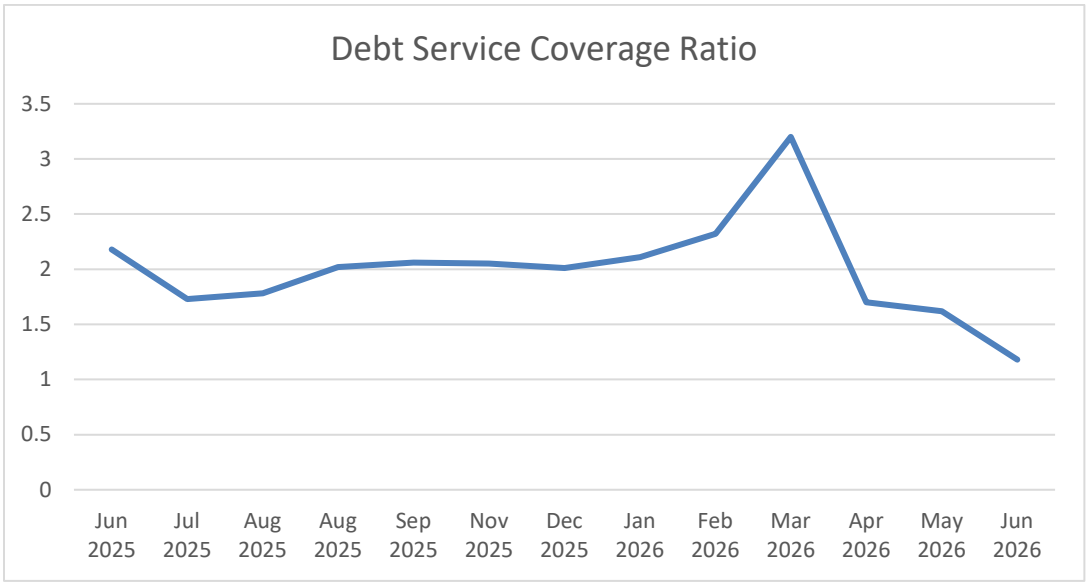
As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or "promises" to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (U.S. Bank) authorization to take 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 May 2026: 59.0 days cash on hand
end of June 2026: 54.4 days cash on hand

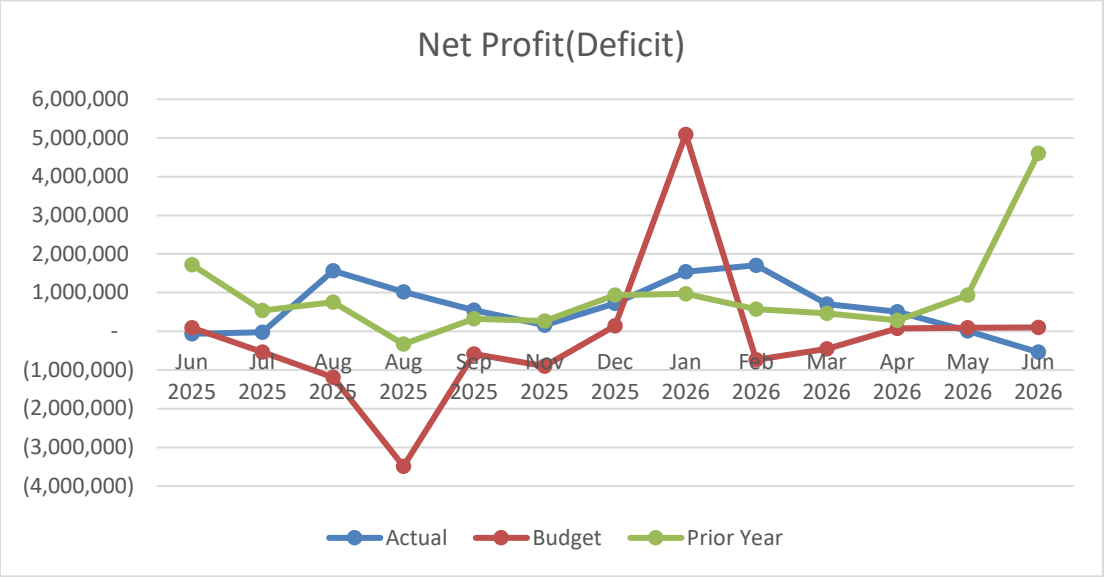


The District's debt service coverage ratio for June 2026 was 1.18 while the debt service coverage ratio for May 2026 was 1.62.



Net Excess/(Deficit):

Fiscal year-to-date, District operations have resulted in a profit of $7,914,748 against a budgeted profit of $351,001, which is below the prior year-to-date profit of $10,305,137.



END OF REPORT

IMPERIAL VALLEY HEALTHCARE DISTRICT
STATEMENT OF REVENUE AND EXPENSE
FOR THE PERIOD ENDING JUNE 30, 2026

THIS MONTH ACTUAL MAY	LAST YEAR ACTUAL JUNE	THIS MONTH ACTUAL JUNE	THIS MONTH BUDGET JUNE	% VAR		FYTD ACTUAL JUNE	FYTD BUDGET JUNE	% VAR	FYTD PRIOR YEAR JUNE	% VAR
4,369	3,714	4,640	3,818	21.53%	ADJ PATIENT DAYS	54,237	45,805	18.41%	41,223	31.57%
1,526	1,632	1,629	1,645	-0.97%	INPATIENT DAYS	19,722	19,736	-0.07%	17,678	11.56%
520	538	529	548	-3.47%	IP ADMISSIONS	6,363	6,576	-3.24%	5,636	12.90%
49	54	54	53	2.33%	IP AVERAGE DAILY CENSUS	59	59	-0.07%	53	11.56%
					GROSS PATIENT REVENUES					
15,238,537	19,132,498	15,775,768	19,440,985	-18.85%	INPATIENT REVENUE	201,058,139	233,291,817	-13.82%	230,896,844	-12.92%
2,032,140	4,467,121	1,945,750	4,252,010	-54.24%	DAILY HOSPITAL SERVICES	23,468,411	51,024,116	-54.01%	51,865,486	-54.75%
13,206,397	14,665,377	13,830,018	15,188,975	-8.95%	INPATIENT ANCILLARY	177,589,728	182,267,701	-2.57%	179,031,359	-0.81%
28,392,880	24,402,953	29,158,218	25,678,909	13.55%	OUTPATIENT REVENUE	351,865,547	308,146,906	14.19%	307,528,048	14.42%
43,631,417	43,535,451	44,933,986	45,119,894	-0.41%	TOTAL PATIENT REVENUES	552,923,686	541,438,723	2.12%	538,424,892	2.69%
					REVENUE DEDUCTIONS					
7,799,105	10,067,042	12,243,716	12,779,537	4.19%	MEDICARE CONTRACTUAL	134,945,507	153,354,444	12.00%	128,099,129	-5.34%
14,317,309	13,232,031	13,257,621	13,214,896	-0.32%	MEDICAL CONTRACTUAL	172,232,715	158,578,757	-8.61%	162,160,489	-6.21%
-1,558,849	-1,378,326	-1,426,515	-1,518,546	6.06%	SUPPLEMENTAL PAYMENTS	-20,063,014	-18,222,558	-10.10%	-25,078,293	20.00%
0	0	0	0	100.00%	PRIOR YEAR RECOVERIES	-243,579	0	100.00%	-2,497,742	
7,167,290	6,238,570	5,799,416	5,408,650	-7.22%	OTHER DEDUCTIONS	83,518,644	64,903,801	-28.68%	89,049,986	6.21%
0	1,012,366	0	0	0.00%	CHARITY WRITE OFFS	1,775,956	0	#DIV/0!	1,974,431	10.05%
2,374,208	882,258	1,127,886	1,365,442	17.40%	BAD DEBT PROVISION	11,147,565	16,385,303	31.97%	11,021,001	-1.15%
-4,167		-4,167	-4,167	0.00%	INDIGENT CARE WRITE OFFS	-45,836	-50,004	8.34%	-33,336	37.50%
30,094,897	22,292,290	30,997,957	31,245,812	0.79%	TOTAL REVENUE DEDUCTIONS	383,267,958	374,949,743	-2.22%	364,695,665	-5.09%
13,536,521	21,243,161	13,936,029	13,874,082	0.45%	NET PATIENT REVENUES	169,655,728	166,488,979	1.90%	173,729,227	2.34%
69.0%	51.2%	69.0%	69.3%			69.3%	69.3%		67.7%	
					OTHER OPERATING REVENUE					
0	0	0	0		GRANT REVENUES	32,748	45,833		0	#DIV/0!
332,393	571,500	393,777	465,174	-15.35%	OTHER	5,516,201	5,536,260	-0.36%	5,404,293	2.07%
332,393	571,500	393,777	465,174	-15.35%	TOTAL OTHER REVENUE	5,548,949	5,582,093	-0.59%	5,404,293	2.68%
13,868,914	21,814,661	14,329,806	14,339,256	-0.07%	TOTAL OPERATING REVENUE	175,204,677	172,071,072	1.82%	179,133,520	-2.19%
					OPERATING EXPENSES					
6,897,151	6,361,973	6,121,322	6,645,449	7.89%	SALARIES AND WAGES	74,753,183	79,843,727	6.38%	76,024,698	1.67%
1,427,406	1,692,653	1,742,272	1,735,873	-0.37%	BENEFITS	20,094,236	20,830,478	3.53%	19,003,292	-5.74%
117,438	149,099	57,901	200,073	71.06%	REGISTRY & CONTRACT	1,936,168	2,478,875	21.89%	2,376,940	18.54%
8,441,995	8,203,725	7,921,495	8,581,395	7.69%	TOTAL STAFFING EXPENSE	96,783,587	103,153,080	6.17%	97,404,930	0.64%
1,315,079	3,832,524	1,931,851	1,352,846	-42.80%	PROFESSIONAL FEES	19,162,212	16,234,109	-18.04%	18,699,281	-2.48%
1,148,855	1,854,283	1,992,723	1,703,991	-16.94%	SUPPLIES	19,710,853	20,446,779	3.60%	19,855,700	0.73%
584,447	719,599	421,919	649,372	35.03%	PURCHASED SERVICES	7,484,083	7,817,163	4.26%	7,565,457	1.08%
685,137	601,686	675,627	649,519	-4.02%	REPAIR & MAINTENANCE	7,534,473	7,795,935	3.35%	7,702,772	2.18%
371,466	299,579	481,811	247,817	-94.42%	DEPRECIATION & AMORT	4,196,487	3,424,866	-22.53%	3,632,798	-15.52%
221,936	58,380	221,937	246,806	10.08%	INSURANCE	2,971,765	2,961,669	-0.34%	2,583,465	-15.03%
231,102	292,881	252,766	202,342	-24.92%	HOSPITALIST PROGRAM	2,664,048	2,673,428	0.35%	2,566,176	-3.81%
988,121	1,741,873	1,226,027	897,469	-36.61%	OTHER	10,874,316	10,744,167	-1.21%	11,091,276	1.96%
13,988,138	17,604,530	15,126,156	14,531,558	-4.09%	TOTAL OPERATING EXPENSES	171,381,822	175,251,196	2.21%	171,101,856	-0.16%
-119,224	4,210,131	-796,350	-192,302	-314.11%	TOTAL OPERATING MARGIN	3,822,855	-3,180,124	-220.21%	8,031,664	52.40%
					NON OPER REVENUE(EXPENSE)					
44,734	94,548	55,108	121,307	-54.57%	OTHER NON-OP REV (EXP)	31,178	1,455,680	-97.86%	1,199,699	-97.40%
	0		0	0.00%	FEMA FUNDS	2,078,447	0	100.00%	0	0.00%
132,398	350,067	252,368	225,987	11.67%	DISTRICT TAX REVENUES	2,595,995	2,711,844	-4.27%	1,699,115	52.79%
-51,144	-51,144	-51,144	-53,033	3.56%	INTEREST EXPENSE	-613,728	-636,400	3.56%	-625,342	1.86%
125,988	393,471	256,332	294,261	-12.89%	TOTAL NON-OP REV (EXPENSE)	4,091,892	3,531,125	15.88%	2,273,473	79.98%
6,764	4,603,602	-540,018	101,959	629.64%	NET EXCESS / (DEFICIT)	7,914,748	351,001	-2154.91%	10,305,137	23.20%
849.69	1,011.14	880.80	875.14	-0.65%	TOTAL PAID FTE'S (Inc Reg & Cont.)	1,008.70	1,144.39	11.86%	1,196.31	15.68%
758.97	915.77	743.79	770.14	3.42%	TOTAL WORKED FTE'S	873.03	904.88	3.52%	1,000.65	12.75%
9.76	21.06	3.67	20.93	82.47%	TOTAL CONTRACT FTE'S	14.74	21.32	30.87%	20.43	27.86%

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JUNE 30, 2026

	MAY 2026	JUN 2026	JUN 2025
ASSETS			
CURRENT ASSETS			
CASH	$27,295,719	$25,271,760	$36,347,744
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	$129,773,850	$104,729,770	$102,976,362
LESS: ALLOWANCE FOR BAD DEBTS	-$4,904,129	-$5,238,901	-$4,050,598
LESS: ALLOWANCE FOR CONTRACTUALS	-$77,738,302	-$51,710,134	-$69,861,825
NET ACCTS RECEIVABLE	$47,131,419	$47,780,735	$29,063,940
	36.32%	45.62%	28.22%
ACCOUNTS RECEIVABLE - OTHER	$23,298,529	$24,453,021	$29,849,554
COST REPORT RECEIVABLES	-$3,030,094	-$3,030,094	$3,292,653
INVENTORIES - SUPPLIES	$3,928,754	$3,709,595	$3,048,836
PREPAID EXPENSES	$1,921,934	$2,210,849	$2,106,777
TOTAL CURRENT ASSETS	$100,176,803	$100,026,407	$103,775,747
OTHER ASSETS			
PROJECT FUND 2017 BONDS	$1,353,057	$1,434,374	$459,657
BOND RESERVE FUND 2017 BONDS	$968,373	$968,373	$968,373
LIMITED USE ASSETS	$22,821	$5,534	$1,787
NORIDIAN AAP FUNDS	$0	$0	$0
GASB87 LEASES	$60,529,359	$57,780,122	$60,529,359
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	$63,563,298	$60,878,091	$62,648,864
PROPERTY, PLANT AND EQUIPMENT			
LAND	$6,883,276	$6,883,276	$3,275,776
BUILDINGS & IMPROVEMENTS	$63,870,530	$63,870,530	$63,695,030
EQUIPMENT	$69,512,525	$69,582,254	$66,370,826
CONSTRUCTION IN PROGRESS	$6,929,785	$6,973,290	$5,901,830
LESS: ACCUMULATED DEPRECIATION	-$107,265,203	-$107,747,013	-$103,550,527
NET PROPERY, PLANT, AND EQUIPMENT	$39,930,912	$39,562,337	$35,692,935
TOTAL ASSETS	$203,671,013	$200,466,835	$202,117,546

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JUNE 30, 2026

	MAY 2026	JUN 2026	JUN 2025
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	$3,971,028	$4,131,472	$3,665,127
ACCOUNTS PAYABLE - ACCRUALS	$3,446,682	$3,240,871	$9,919,641
PAYROLL & BENEFITS PAYABLE - ACCRUALS	$6,066,856	$6,435,536	$7,417,955
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	$335,000
INTEREST PAYABLE- GO BONDS	$1,917	$1,917	$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	$746,288	$799,417	$161,867
OTHER - TAX ADVANCE IMPERIAL COUNTY	$0	$0	$0
DEFERRED HHS CARES RELIEF FUNDS	$0	$0	$0
CURR PORTION- LEASE LIABILITIES(GASB 87)	$4,071,774	$4,202,544	$4,071,774
SKILLED NURSING OVER COLLECTIONS	$3,995,088	$4,214,827	$2,490,889
CURR PORTION- SKILLED NURSING CTR ADVANCE	$0	$0	$0
CURRENT PORTION OF LONG-TERM DEBT	$6,222,222	$6,204,850	$1,037,037
TOTAL CURRENT LIABILITIES	$28,421,152	$29,130,731	$29,101,207
LONG TERM DEBT AND OTHER LIABILITIES			
PMH RETIREMENT FUND - ACCRUAL	$162,296	$282,296	$658,000
NOTES PAYABLE - EQUIPMENT PURCHASES	$0	$0	$0
LOANS PAYABLE - DISTRESSED HOSP. LOAN	$21,259,259	$20,222,222	$26,962,963
LOANS PAYABLE - CHFFA NDPH	$0	$0	$0
BONDS PAYABLE G.O BONDS	$0	$0	$0
BONDS PAYABLE 2017 SERIES	$14,107,195	$14,105,210	$14,129,033
LONG TERM LEASE LIABILITIES (GASB 87)	$58,207,090	$55,752,368	$58,207,090
DEFERRED REVENUE -CHW	$0	$0	$0
DEFERRED PROPERTY TAX REVENUE	$275,438	$275,438	$275,438
TOTAL LONG TERM DEBT	$94,011,279	$90,637,534	$100,232,524
FUND BALANCE AND DONATED CAPITAL	$72,783,818	$72,783,818	$62,478,683
NET SURPLUS (DEFICIT) CURRENT YEAR	$8,454,765	$7,914,751	$10,305,134
TOTAL FUND BALANCE	$81,238,583	$80,698,569	$72,783,817
TOTAL LIABILITIES AND FUND BALANCE	$203,671,013	$200,466,834	$202,117,548

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
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Apr-26
ADJ PATIENT DAYS	4,647	4,044	4,407	3,843	3,835	4,616	5,099	5,048	5,454	4,636	4,369	4,640	54,539
INPATIENT DAYS	1,684	1,458	1,651	1,435	1,472	1,766	1,849	1,862	1,862	1,638	1,526	1,629	19,832
IP ADMISSIONS	555	500	518	486	519	591	544	535	535	515	520	529	6,347
IP AVERAGE DAILY CENSUS	54	47	55	48	49	57	60	67	60	55	49	54	655
GROSS PATIENT REVENUES													
INPATIENT REVENUE	16,407,174	15,807,716	17,579,003	18,708,455	16,577,828	17,717,202	17,454,567	16,698,885	16,606,443	16,486,563	15,238,537	15,775,768	201,058,141
DAILY HOSPITAL SERVICES	1,774,557	1,896,971	1,848,468	1,986,576	1,928,149	2,046,747	2,014,155	1,812,095	2,133,453	2,049,350	2,032,140	1,945,750	23,468,411
INPATIENT ANCILLARY	14,632,616	13,910,745	15,730,535	16,721,879	14,649,679	15,670,455	15,440,412	14,886,790	14,472,990	14,437,213	13,206,397	13,830,018	177,589,730
OUTPATIENT ANCILLARY	28,872,822	28,033,507	29,339,945	31,397,710	26,610,818	28,589,731	30,681,714	28,576,645	32,033,045	30,178,511	28,392,880	29,158,218	351,865,547
TOTAL PATIENT REVENUES	45,279,996	43,841,223	46,918,948	50,106,165	43,188,646	46,306,933	48,136,281	45,275,530	48,639,488	46,665,074	43,631,417	44,933,986	552,923,688
REVENUE DEDUCTIONS													
MEDICARE CONTRACTUAL	10,914,920	9,513,796	13,253,122	12,400,237	12,107,072	10,865,907	11,459,208	12,701,740	11,687,747	7,149,074	7,799,105	12,243,716	132,095,644
MEDICAL CONTRACTUAL	13,887,933	12,434,283	13,701,424	15,868,842	14,854,153	13,155,413	14,173,721	12,526,206	16,654,605	17,052,338	14,317,309	13,257,621	171,883,849
SUPPLEMENTAL PAYMENTS	-1,322,496	8,526,807	-1,574,256	-1,573,242	-3,053,795	-1,558,849	-1,559,145	-1,558,849	-1,836,204	-1,558,849	-1,558,849	-1,426,515	-10,054,242
PRIOR YEAR RECOVERIES	0	994,668	0	-243,579	0	0	0	0	0	0	0	0	751,089
OTHER DEDUCTIONS	6,876,265	-4,235	5,605,549	7,821,997	4,893,665	9,044,769	8,483,492	6,762,298	5,856,425	9,739,746	7,167,290	5,799,416	78,046,678
CHARITY WRITE OFFS	2,926	159,173	1,375,831	390,992	0	0	0	0	0	0	0	0	1,928,922
BAD DEBT PROVISION	872,185	-1,396,479	38,784	1,106,077	1,006,077	500,000	939,836	833,587	1,188,218	67,307	2,374,208	1,127,886	8,657,686
INDIGENT CARE WRITE OFFS	0	0	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-41,670
TOTAL REVENUE DEDUCTIONS	31,231,733	30,228,014	32,396,287	35,767,157	29,803,005	32,003,073	33,492,945	31,260,815	33,546,625	32,445,449	30,094,897	30,997,957	383,267,956
NET PATIENT REVENUES	14,048,263	13,613,209	14,522,661	14,339,008	13,385,641	14,303,860	14,643,336	14,014,715	15,092,863	14,219,625	13,536,520	13,936,029	169,655,732
	68.97%	68.95%	69.05%	71.38%	69.01%	69.11%	69.58%	69.05%	68.97%	69.53%	68.98%	68.99%	69.32%
OTHER OPERATING REVENUE													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	339,253	424,312	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	332,393	393,777	5,548,950
TOTAL OTHER REVENUE	339,253	424,312	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	332,393	393,777	5,548,950
TOTAL OPERATING REVENUE	14,387,516	14,037,521	14,980,145	15,226,452	13,707,657	14,945,950	14,987,162	14,330,375	15,531,314	14,871,869	13,868,914	14,329,806	175,204,682
OPERATING EXPENSES													
SALARIES AND WAGES	6,223,056	6,189,444	6,240,870	6,463,090	6,119,637	6,289,771	6,000,604	5,464,696	6,355,786	6,387,757	6,897,151	6,121,322	74,753,184
BENEFITS	1,346,466	1,436,464	1,241,463	1,598,931	1,838,087	1,727,228	1,494,165	1,678,127	2,315,581	2,248,047	1,427,406	1,742,272	20,094,236
REGISTRY & CONTRACT	191,671	114,483	157,463	183,055	183,990	184,189	205,392	232,175	170,968	137,443	117,438	57,901	1,936,168
TOTAL STAFFING EXPENSE	7,761,193	7,740,391	7,639,796	8,245,076	8,141,714	8,201,188	7,700,161	7,374,998	8,842,335	8,773,246	8,441,995	7,921,495	96,783,588
PROFESSIONAL FEES	1,562,084	1,733,156	1,691,793	1,474,067	1,353,338	1,713,260	1,665,655	1,722,820	1,453,400	1,545,708	1,315,079	1,931,851	19,162,211
SUPPLIES	1,711,274	1,555,753	1,562,601	1,893,608	1,529,212	1,620,743	1,452,740	1,942,921	1,702,698	1,597,725	1,148,855	1,992,723	19,710,853
PURCHASED SERVICES	601,430	680,238	693,069	730,849	728,043	675,807	644,794	593,279	557,492	572,716	584,447	421,919	7,484,082
REPAIR & MAINTENANCE	713,336	617,305	666,485	471,500	603,894	674,653	655,292	621,776	520,643	628,824	685,137	675,627	7,534,472
PHYSICIAN GUARANTEES	0		0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORT	309,556	309,566	309,556	309,556	309,555	309,555	371,466	371,466	371,466	371,466	371,466	481,811	4,196,485
INSURANCE	246,647	286,130	292,266	273,371	326,217	223,636	207,264	227,964	217,145	227,251	221,936	221,937	2,971,764
HOSPITALIST PROGRAM	295,732	244,175	253,042	256,382	164,853	0	253,111	222,178	262,387	228,320	231,102	252,766	2,664,049
OTHER	879,760	908,378	989,919	1,170,707	849,319	948,025	616,764	840,324	899,754	557,220	988,121	1,226,027	10,874,318
TOTAL OPERATING EXPENSES	14,081,012	14,075,092	14,098,527	14,825,116	14,006,145	14,366,867	13,567,247	13,917,726	14,827,320	14,502,476	13,988,138	15,126,156	171,381,823
TOTAL OPERATING MARGIN	306,504	-37,571	881,618	401,336	-298,488	579,083	1,419,915	412,649	703,994	369,393	-119,225	-796,350	3,822,859
NON OPER REVENUE(EXPENSE)													
OTHER NON-OPS REVENUE	-1,109,043	171,783	68,041	79,378	391,419	77,861	53,158	194,298	-61,970	66,411	44,734	55,108	31,178
FEMA FUNDS	715,753	0	0	0	0	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	1,152,541	117,632	117,632	132,398	252,368	2,595,995
INTEREST EXPENSE	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-613,728
CARES HHS/ FEMA RELIEF FUNDING	0	1,362,695	0	0	0	0	0	0	0	0	0	0	1,362,695
TOTAL NON-OPS REVENUE(EXPENSE)	-326,802	1,600,966	134,529	145,866	457,907	144,349	119,646	1,295,695	4,518	132,899	125,988	256,332	4,091,894
NET EXCESS / (DEFICIT)	-20,298	1,563,395	1,016,147	547,202	159,419	723,432	1,539,561	1,708,344	708,512	502,292	6,764	-540,018	7,914,753
TOTAL PAID FTE'S (Inc Reg & Cont.)	1,191.95	1,276.95	954.26	1,017.98	1,107.43	1,195.88	1,290.19	1,359.90	928.31	1,105.49	849.69	880.80	1,096.57
TOTAL WORKED FTE'S	1,049.86	1,137.05	853.38	922.31	987.18	1,017.82	1,098.47	1,218.48	839.30	763.04	758.97	743.79	949.14
TOTAL CONTRACT FTE'S	19.86	14.68	16.53	17.51	18.53	18.77	19.23	22.88	16.49	15.28	9.76	3.76	16.11
PAID FTE'S - HOSPITAL	1,089.84	1,124.91	850.19	913.90	999.88	1,085.17	1,139.27	1,252.57	827.59	957.71	751.72	779.57	981.03
WKD FTE'S - HOSPITAL	960.18	1,003.78	762.67	831.61	896.47	933.80	975.26	1,127.18	751.52	638.65	668.15	649.95	849.94

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

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

$$\text{DSCR} = \frac{\$12,724,957}{\$11,021,122} = \mathbf{1.15}$$

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

2. Days Cash on Hand Ratio

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

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

$$\text{DCOHR} = \frac{\$24,902,301}{\frac{\$167,185,346}{365}} = \mathbf{54.4}$$

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

3. Long-Term Debt to Capitalization Ratio

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

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

$$\text{L.T.D.-C.R.} = \frac{\$100,487,194}{\$181,725,777} = \mathbf{55.3}$$

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

	Current Month 6/30/2026	Year-To-Date 12 Month 6/30/2026
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	(540,018)	7,914,753
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	$481,811	$4,196,486
(Increase)/Decrease in Net Patient Accounts Receivable	($649,316)	($18,716,795)
(Increase)/Decrease in Other Receivables	($1,154,492)	$5,396,533
(Increase)/Decrease in Inventories	$219,159	($660,759)
(Increase)/Decrease in Pre-Paid Expenses	($288,915)	($104,072)
(Increase)/Decrease in Other Current Assets	$0	$6,322,747
Increase/(Decrease) in Accounts Payable	$160,444	$466,345
Increase/(Decrease) in Notes and Loans Payable	($205,811)	($6,678,770)
Increase/(Decrease) in Accrued Payroll and Benefits	$368,680	($982,419)
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	$35,757	$5,369,660
Net Cash Provided by Operating Activities:	**(1,572,701)**	**$2,523,709**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	$2,636,003	($5,316,651)
(Increase)/Decrease in Limited Use Cash and Investments	$17,287	($3,747)
(Increase)/Decrease in Other Limited Use Assets	($2,405,269)	($3,298,669)
(Increase)/Decrease in Other Assets	$0	$0
Net Cash Used by Investing Activities	**$248,021**	**($8,619,068)**
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	($1,985)	($23,823)
Increase/(Decrease) in Capital Lease Debt	($1,037,033)	($6,740,741)
Increase/(Decrease) in Other Long Term Liabilities	$339,739	$1,348,234
Net Cash Used for Financing Activities	**($699,279)**	**($5,416,329)**
(INCREASE)/DECREASE IN RESTRICTED ASSETS	**$0**	**$0**
Net Increase/(Decrease) in Cash	**($2,023,959)**	**($11,511,688)**
Cash, Beginning of Period	$26,926,260	$36,413,989
Cash, End of Period	**$24,902,301**	**$24,902,301**

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Key Operating Indicators
June 2026

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
Volumes						
Admits	529	548	538	6,363	6,576	6,174
ICU	94	115	74	1,165	1,378	1,342
Med/Surgical	1,135	976	1,084	13,166	11,716	11,564
Newborn ICU	73	113	140	1,048	1,352	1,362
Pediatrics	36	66	50	703	793	824
Obstetrics	291	375	284	3,640	4,497	4,218
Total Patient Days	1,629	1,645	1,632	19,722	19,736	19,310
Adjusted Patient Days	4,640	3,818	3,714	54,237	45,805	45,029
Average Daily Census	54	53	54	54	54	53
Average Length of Stay	3.19	3.00	3.19	2.30	3.00	2.85
Deliveries	140	177	110	1,834	2,123	2,011
E/R Visits	3,303	3,668	3,285	44,222	44,015	45,669
Surgeries	312	295	233	2,885	3,537	3,876
GI Scopes - ASC	167	66	#N/A	1,812	968	#N/A
Wound Care	282	137	270	3,388	1,646	3,452
Pioneers Health Center	2,481	2,461	2,584	30,056	29,531	32,035
Calexico Visits	1,053	873	1,034	11,845	10,480	11,556
Pioneers Children	649	839	659	8,271	10,072	8,926
Outpatients (non-ER/Clinics)	6,406	7,104	6,092	77,874	85,244	80,777
Surgical Health	67	62	73	695	747	681
Urology	255	328	211	3,023	3,932	3,898
WHAP	375	394	369	4,120	4,731	4,830
C-WHAP	609	518	588	6,158	6,220	4,850
CDLD	223	62	122	2,144	741	1,027
Skilled Nursing	2,102	2,435	2,189	25,858	29,219	26,332
FTE's						
Worked	743.79	770.14	991.52	873.03	904.88	1,000.65
Paid	880.80	875.14	1,129.64	1,008.70	1,144.39	1,196.31
Contract FTE's	3.67	20.93	15.28	14.74	21.32	20.43
FTE's APD (Worked)	4.81	6.05	8.01	5.88	7.21	8.11
FTE's APD (Paid)	5.69	6.88	9.13	6.79	9.12	9.70
Net Income						
Operating Revenues	14,329,806	14,343,423	14,053,010	175,204,677	$172,075,241	171,371,871
Operating Margin	(796,350)	(188,135)	(414,071)	3,822,855	-$3,175,956	3,407,467
Operating Margin %	-5.6%	-1.3%	-2.9%	2.2%	-1.8%	2.0%
Total Margin	(540,018)	106,125	(61,422)	7,914,748	$355,169	5,640,122
Total Margin %	-3.8%	0.7%	-0.4%	4.5%	0.2%	3.3%

Exhibit A - June 2026

Key Volume Stats -Trend Analysis

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
Deliveries														
Actual	151	167	153	167	139	172	159	137	162	141	146	140	1,834	1,834
Budget	162	181	195	171	187	200	162	156	178	177	177	177	2,123	2,123
Prior FY 2025	152	167	184	159	167	170	148	169	178	266	141	110	2,201	2,011
E/R Visits														
Actual	3,297	3,346	3,710	3,318	3,605	3,849	4,154	4,062	4,263	3,640	3,675	3,303	44,222	44,222
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	44,015
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	45,669
Surgeries														
Total Actual	261	258	236	222	189	186	197	211	271	288	254	312	2,885	2,885
Total Budget	335	309	275	295	301	331	312	219	275	295	295	295	3,537	3,537
Prior FY 2025	312	403	369	452	323	304	366	251	299	277	287	233	3,510	3,876
Calexico														
Actual	1,124	961	1,002	914	900	958	974	986	1,021	1,033	919	1,053	11,845	11,845
Budget	722	760	831	906	776	891	957	944	1,074	873	873	873	10,480	10,480
Prior FY 2025	621	675	829	915	1,119	1,232	1,012	948	1,074	1,174	923	1,034	11,556	11,556
Pioneers Health Center														
Actual	2,654	2,539	2,630	2,251	2,269	2,485	2,552	2,506	2,641	2,707	2,341	2,481	30,056	30,056
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	29,531
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	32,035
Pioneers Children														
Actual	660	734	766	622	573	673	754	748	722	741	629	649	8,271	8,271
Budget	723	799	846	906	858	881	905	798	839	839	839	839	10,072	10,072
Prior FY 2025	358	376	765	841	1,009	984	878	734	845	728	749	659	8,926	8,926
Outpatients														
Actual	6,548	6,085	6,669	5,825	5,974	6,617	6,933	6,399	7,209	6,643	6,566	6,406	77,874	77,874
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	85,244
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	80,777
Wound Care														
Actual	297	281	272	323	237	272	280	303	325	281	235	282	3,388	3,388
Budget	197	160	118	122	119	136	167	112	104	137	137	137	1,646	1,646
Prior FY 2025	270	327	332	326	251	258	293	304	287	292	242	270	3,452	3,452
WHAP														
Actual	378	373	383	324	276	327	321	281	357	369	356	375	4,120	4,120
Budget	378	513	392	415	391	379	425	320	336	394	394	394	4,731	4,731
Prior FY 2025	330	443	388	414	688	362	427	325	342	367	375	369	4,830	4,830
C-WHAP														
Actual	738	657	651	424	403	414	362	383	529	539	449	609	6,158	6,158
Budget	465	457	588	610	558	583	581	379	445	518	518	518	6,220	6,220
Prior FY 2025	131	95	365	403	552	400	425	441	432	419	599	588	4,850	4,850

IMPERIAL VALLEY HEALTHCARE DISTRICT
STATEMENT OF REVENUE AND EXPENSE
FOR THE PERIOD ENDING JUN 30, 2026

ECRMC LAST YEAR ACTUAL JUN	IVHD LAST YEAR ACTUAL JUN	CONSOL. LAST YEAR ACTUAL JUN	ECRMC THIS MONTH ACTUAL JUN	IVHD THIS MONTH ACTUAL JUN	CONSOL. THIS MONTH ACTUAL JUN		ECRMC FYTD ACTUAL JUN	IVHD FYTD ACTUAL JUN	CONSOL. FYTD ACTUAL JUN	ECRMC FYTD PRIOR YEAR JUN	IVHD FYTD PRIOR YEAR JUN	CONSOL. FYTD PRIOR YEAR JUN
						GROSS PATIENT REVENUES						
14,135,371	19,132,498	33,267,869	17,171,604	15,775,768	32,947,372	INPATIENT REVENUE	189,226,305	201,058,139	390,284,444	189,603,139	230,896,844	420,499,983
40,422,648	24,402,953	64,825,601	49,811,373	29,158,218	78,969,591	OUTPATIENT REVENUE	524,042,740	351,865,547	875,908,287	496,283,734	307,528,048	803,811,782
54,558,019	43,535,451	98,093,470	66,982,977	44,933,986	111,916,963	TOTAL PATIENT REVENUES	713,269,045	552,923,686	1,266,192,731	685,886,873	538,424,892	1,224,311,765
						REVENUE DEDUCTIONS						
19,784,019	10,067,042	29,851,061	16,899,007	12,243,716	29,142,723	MEDICARE CONTRACTUAL	199,932,734	134,945,507	334,878,241	243,089,266	128,212,699	371,301,965
1,418,578	13,232,031	14,650,609	1,646,979	13,257,621	14,904,601	MEDICAL CONTRACTUAL	22,524,507	172,232,715	194,757,222	25,191,173	162,916,757	188,107,930
-1,341,750	-1,378,326	-2,720,076	837,224	-1,426,515	-589,291	SUPPLEMENTAL PAYMENTS	-19,740,689	-20,063,014	-39,803,702	-18,047,278	-16,357,655	-34,404,933
0	0	0	0	0	0	PRIOR YEAR RECOVERIES	0	-243,579	-243,579	0	-2,497,742	-2,497,742
23,547,502	6,238,570	29,786,072	34,469,345	5,799,416	40,268,761	OTHER DEDUCTIONS	357,764,229	83,518,644	441,282,873	286,591,203	87,693,065	374,284,267
82,731	1,012,366	1,095,097	27,077	0	27,077	CHARITY WRITE OFFS	388,141	1,775,956	2,164,097	1,500,550	1,498,359	2,998,909
635,459	882,258	1,517,717	644,350	1,127,886	1,772,236	BAD DEBT PROVISION	3,477,399	11,147,565	14,624,964	7,069,667	11,021,001	18,090,668
0		0	200	-4,167	-3,967	INDIGENT CARE WRITE OFFS	-1,042	-45,836	-46,878	0	-29,169	-29,169
44,126,539	22,292,290	66,418,829	54,524,182	30,997,957	85,522,139	TOTAL REVENUE DEDUCTIONS	564,345,280	383,267,958	947,613,237	545,394,580	364,695,668	910,090,248
10,431,480	21,243,161	31,674,641	12,458,795	13,936,029	26,394,824	NET PATIENT REVENUES	148,923,765	169,655,728	318,579,494	140,492,293	173,729,224	314,221,517
						OTHER OPERATING REVENUE						
0	0	0	0	0	0	GRANT REVENUES	0	32,748	32,748	0	0	0
116,841	571,500	688,341	311,409	393,777	705,186	OTHER	3,789,793	5,516,201	9,305,994	4,131,981	5,404,293	9,536,274
116,841	571,500	688,341	311,409	393,777	705,186	TOTAL OTHER REVENUE	3,789,793	5,548,949	9,338,742	4,131,981	5,404,293	9,536,274
10,548,321	21,814,661	32,362,982	12,770,204	14,329,806	27,100,011	TOTAL OPERATING REVENUE	152,713,559	175,204,677	327,918,236	144,624,274	179,133,517	323,757,791
						OPERATING EXPENSES						
5,271,167	6,361,973	11,633,140	5,294,723	6,121,322	11,416,045	SALARIES AND WAGES	62,977,617	74,753,183	137,730,800	62,573,009	76,024,698	138,597,707
1,498,512	1,692,653	3,191,165	1,408,364	1,742,272	3,150,636	BENEFITS	17,405,285	20,094,236	37,499,521	18,607,809	19,003,292	37,611,101
90,068	149,099	239,167	29,231	57,901	87,132	REGISTRY & CONTRACT	173,466	1,936,168	2,109,634	394,141	2,376,940	2,771,081
6,859,747	8,203,725	15,063,472	6,732,318	7,921,495	14,653,813	TOTAL STAFFING EXPENSE	80,556,368	96,783,587	177,339,955	81,574,959	97,404,930	178,979,889
1,022,148	3,832,524	4,854,672	909,600	1,931,851	2,841,451	PROFESSIONAL FEES	16,885,623	19,162,212	36,047,835	11,750,968	18,699,281	30,450,249
2,407,153	1,854,283	4,261,436	2,558,879	1,992,723	4,551,602	SUPPLIES	32,206,074	19,710,853	51,916,927	31,089,659	19,855,700	50,945,359
315,639	719,599	1,035,238	419,250	421,919	841,169	PURCHASED SERVICES	2,570,202	7,484,083	10,054,285	2,608,378	7,565,457	10,173,835
602,764	601,686	1,204,450	796,071	675,627	1,471,698	REPAIR & MAINTENANCE	7,479,545	7,534,473	15,014,018	8,064,499	7,702,772	15,767,271
706,749	299,579	1,006,328	470,505	481,811	952,316	DEPRECIATION & AMORT	6,180,072	4,196,487	10,376,559	7,410,063	3,632,798	11,042,861
98,008	58,380	156,388	106,515	221,937	328,452	INSURANCE	2,003,034	2,971,765	4,974,798	2,066,872	2,583,465	4,650,337
302,581	292,881	595,462	307,347	252,766	560,113	HOSPITALIST PROGRAM	0	2,664,048	2,664,048	3,214,310	2,566,176	5,780,486
1,017,370	1,741,873	2,759,243	1,173,189	1,226,027	2,399,216	OTHER	11,812,940	10,874,316	22,687,256	11,813,726	11,091,276	22,905,002
13,332,159	17,604,530	30,936,689	13,473,673	15,126,156	28,599,829	TOTAL OPERATING EXPENSES	159,693,859	171,381,822	331,075,681	159,593,434	171,101,856	330,695,290
-2,783,838	4,210,131	1,426,293	-703,469	-796,350	-1,499,819	TOTAL OPERATING MARGIN	-6,980,300	3,822,855	-3,157,445	-14,969,160	8,031,661	-6,937,499
						NON OPER REVENUE(EXPENSE)						
51,758	94,548	146,306	-11,000,000	55,108	-10,944,892	OTHER NON-OP REV (EXP)	17,222,222	31,178	17,253,400	2,399,544	1,199,699	3,599,243
0	0	0	0		0	FEMA FUNDS	0	2,078,447	2,078,447	0	0	0
0	350,067	350,067	0	252,368	252,368	DISTRICT TAX REVENUES	0	2,595,995	2,595,995	0	1,699,115	1,699,115
593,298	-51,144	542,154	547,305	-51,144	496,161	INTEREST EXPENSE	-6,361,867	-613,728	-6,975,595	7,133,998	-625,342	6,508,656
-541,540	393,471	-148,069	-10,452,695	256,332	-10,196,363	TOTAL NON-OP REV (EXPENSE)	10,860,355	4,091,892	14,952,247	-4,734,454	2,273,473	-2,460,981
-3,325,378	4,603,602	1,278,224	9,749,226	-540,018	9,209,208	NET EXCESS / (DEFICIT)	3,880,055	7,914,748	11,794,803	-19,703,614	10,305,134	-9,398,480
(1,305,731)	4,954,325	3,648,594	11,477,614	(7,063)	11,470,551	EBIDA	25,010,903	12,724,962	37,735,865	2,436,129	14,563,274	16,999,403

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JUN 30, 2026

	ECRMC MAY 2026	IVHD MAY 2026	CONSOL. MAY 2026	ECRMC JUN 2026	IVHD JUN 2026	CONSOL. JUN 2026	ECRMC JUN 2025	IVHD JUN 2025	CONSOL. JUN 2025
ASSETS									
CURRENT ASSETS									
CASH	$4,255,484	$27,295,719	$31,551,203	$10,842,421	$25,271,760	$36,114,181	$7,639,061	$36,347,744	$43,986,805
CASH - 3RD PRTY REPAYMENTS	$0	-$435,703	-$435,703	$0	-$435,703	-$435,703	$0	$0	$0
CDs - LAIF & CVB	$0	$66,244	$66,244	$0	$66,244	$66,244	$0	$66,244	$66,244
ACCOUNTS RECEIVABLE - PATIENTS	$20,813,834	$129,773,850	$150,587,684	$21,318,975	$104,729,770	$126,048,745	$22,812,148	$102,976,362	$125,788,510
LESS: ALLOWANCE FOR BAD DEBTS	$0	-$4,904,129	-$4,904,129	$0	-$5,238,901	-$5,238,901	$0	-$4,050,598	-$4,050,598
LESS: ALLOWANCE FOR CONTRACTUALS	$0	-$77,738,302	-$77,738,302	$0	-$51,710,134	-$51,710,134	$0	-$69,861,825	-$69,861,825
NET ACCTS RECEIVABLE	$20,813,834	$47,131,419	$67,945,253	$21,318,975	$47,780,735	$69,099,710	$22,812,148	$29,063,940	$51,876,088
ACCOUNTS RECEIVABLE - OTHER	$25,016,557	$23,298,529	$48,315,086	$25,369,597	$24,453,021	$49,822,618	$4,277,233	$29,849,554	$34,126,787
COST REPORT RECEIVABLES	$0	-$3,030,094	-$3,030,094	$0	-$3,030,094	-$3,030,094	$0	$3,292,653	$3,292,653
INVENTORIES - SUPPLIES	$2,936,829	$3,928,754	$6,865,583	$2,951,571	$3,709,595	$6,661,166	$2,748,987	$3,048,836	$5,797,823
PREPAID EXPENSES	$1,760,148	$1,921,934	$3,682,082	$1,455,185	$2,210,849	$3,666,034	$1,124,843	$2,106,777	$3,231,620
TOTAL CURRENT ASSETS	$54,782,852	$100,176,802	$154,959,654	$61,937,749	$100,026,407	$161,964,156	$38,602,272	$103,775,747	$142,378,019
OTHER ASSETS									
PROJECT FUND 2017 BONDS	$0	$1,353,057	$1,353,057	$0	$1,434,374	$1,434,374	$0	$459,657	$459,657
BOND RESERVE FUND 2017 BONDS	$0	$968,373	$968,373	$0	$968,373	$968,373	$0	$968,373	$968,373
FUNDS HELD FOR BOND DEBT SERVICE	$13,711,275	$22,821	$13,734,096	$14,387,849	$5,534	$14,393,383	$14,121,472	$1,787	$14,123,259
GASB87 LEASES	$0	$60,529,359	$60,529,359	$0	$57,780,122	$57,780,122	$0	$60,529,359	$60,529,359
OTHER ASSETS PROPERTY TAX PROCEEDS	$0	$269,688	$269,688	$0	$269,688	$269,688	$0	$269,688	$269,688
OTHER INVESTMENTS	$748,741	$420,000	$1,168,741	$647,238	$420,000	$1,067,238	$802,627	$420,000	$1,222,627
TOTAL OTHER ASSETS	$14,460,016	$63,563,298	$78,023,314	$15,035,087	$60,878,091	$75,913,178	$14,924,099	$62,648,864	$77,572,963
PROPERTY, PLANT AND EQUIPMENT									
LAND	$1,773,456	$6,883,276	$8,656,732	$1,773,456	$6,883,276	$8,656,732	$0	$3,275,776	$3,275,776
BUILDINGS & IMPROVEMENTS	$205,211,039	$63,870,530	$269,081,569	$205,211,039	$63,870,530	$269,081,569	$0	$63,695,030	$63,695,030
EQUIPMENT	$92,175,220	$69,512,525	$161,687,745	$91,935,773	$69,582,254	$161,518,027	$0	$66,370,826	$66,370,826
CONSTRUCTION IN PROGRESS	$3,203,613	$6,929,785	$10,133,398	$3,256,337	$6,973,290	$10,229,627	$0	$5,901,830	$5,901,830
LESS: ACCUMULATED DEPRECIATION	-$145,999,380	-$107,265,203	-$253,264,583	-$146,478,798	-$107,747,013	-$254,225,811	$0	-$103,550,527	-$103,550,527
NET PROPERY, PLANT, AND EQUIPMENT	$156,363,947	$39,930,913	$196,294,860	$155,697,807	$39,562,337	$195,260,144	$156,319,864	$35,692,935	$192,012,799
TOTAL ASSETS	$225,606,815	$203,671,013	$429,277,828	$232,670,643	$200,466,835	$433,137,478	$209,846,235	$202,117,546	$411,963,781
LIABILITIES AND FUND BALANCES									
CURRENT LIABILITIES									
ACCOUNTS PAYABLE - CASH REQUIREMENTS	$0	$3,971,028	$3,971,028	$0	$4,131,472	$4,131,472	$0	$3,665,127	$3,665,127
ACCOUNTS PAYABLE - ACCRUALS	$28,705,227	$3,446,682	$32,151,909	$29,429,619	$3,240,871	$32,670,490	$24,210,692	$9,919,641	$34,130,333
PAYROLL & BENEFITS PAYABLE - ACCRUALS	$11,195,724	$6,066,856	$17,262,580	$11,713,037	$6,435,536	$18,148,573	$10,673,349	$7,417,955	$18,091,304
COST REPORT PAYABLES & RESERVES	$0	-$435,703	-$435,703	$0	-$435,703	-$435,703	$0	$0	$0
CURR PORTION- 2017 REVENUE BONDS PAYABLE	$0	$335,000	$335,000	$0	$335,000	$335,000	$0	$335,000	$335,000
INTEREST PAYABLE- GO BONDS	$0	$1,917	$1,917	$0	$1,917	$1,917	$0	$1,917	$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	$0	$746,288	$746,288	$0	$799,417	$799,417	$0	$161,867	$161,867
CURR PORTION- LEASE LIABILITIES(GASB 87)	$0	$4,071,774	$4,071,774	$0	$4,202,544	$4,202,544	$0	$4,071,774	$4,071,774
SKILLED NURSING OVER COLLECTIONS	$0	$3,995,088	$3,995,088	$0	$4,214,827	$4,214,827	$0	$2,490,889	$2,490,889
CURRENT PORTION OF LONG-TERM DEBT	$0	$6,222,222	$6,222,222	$0	$6,204,850	$6,204,850	$26,962,963	$1,037,037	$28,000,000
TOTAL CURRENT LIABILITIES	$39,900,950	$28,421,152	$68,322,102	$41,142,657	$29,130,731	$70,273,388	$61,847,004	$29,101,207	$90,948,211
LONG TERM DEBT AND OTHER LIABILITIES									
PMH RETIREMENT FUND - ACCRUAL	$0	$162,296	$162,296	$0	$282,296	$282,296	$0	$658,000	$658,000
LOANS PAYABLE - DISTRESSED HOSP. LOAN	$0	$21,259,259	$21,259,259	$0	$20,222,222	$20,222,222	$0	$26,962,963	$26,962,963
BONDS PAYABLE 2017 SERIES	$112,127,063	$14,107,196	$126,234,259	$112,030,796	$14,105,210	$126,136,006	$113,126,005	$14,129,033	$127,255,038
LONG TERM LEASE LIABILITIES (GASB 87)	$4,129,125	$58,207,089	$62,336,214	$3,578,944	$55,752,368	$59,331,312	$6,313,686	$58,207,090	$64,520,776
PENSION LIABILITY	$61,878,930	$0	$61,878,930	$58,598,530	$0	$58,598,530	$53,431,480	$0	$53,431,480
DEFERRED PROPERTY TAX REVENUE	$0	$275,438	$275,438	$0	$275,438	$275,438	$0	$275,438	$275,438
TOTAL LONG TERM DEBT	$178,135,118	$94,011,278	$272,146,396	$174,208,271	$90,637,534	$264,845,805	$172,871,171	$100,232,524	$273,103,695
FUND BALANCE AND DONATED CAPITAL	$13,439,661	$72,783,818	$86,223,478	$13,439,661	$72,783,818	$86,223,478	-$5,168,326	$62,478,685	$57,310,359
NET SURPLUS (DEFICIT) CURRENT YEAR	-$5,868,914	$8,454,765	$2,585,851	$3,880,055	$7,914,751	$11,794,806	-$19,703,614	$10,305,134	-$9,398,480
TOTAL FUND BALANCE	$7,570,747	$81,238,583	$88,809,329	$17,319,716	$80,698,569	$98,018,284	-$24,871,940	$72,783,817	$47,911,877
TOTAL LIABILITIES AND FUND BALANCE	$225,606,815	$203,671,013	$429,277,828	$232,670,643	$200,466,835	$433,137,478	$209,846,235	$202,117,546	$411,963,781

IMPERIAL VALLEY HEALTHCARE DISTRICT
12 Months 6/30/2026

	ECRMC Current Month 6/30/2026	IVHD Current Month 6/30/2026	CONSOL. Current Month 6/30/2026	ECRMC Year-To-Date 12 Month 6/30/2026	IVHD Year-To-Date 12 Month 6/30/2026	CONSOL. Year-To-Date 12 Months 6/30/2026
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net Income (Loss)	9,742,043	(540,018)	9,202,025	3,880,055	7,914,753	11,794,808
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:						
Depreciation	$479,418	$481,811	$961,229	$5,078,636	$4,196,486	$9,275,122
(Increase)/Decrease in Net Patient Accounts Receivable	($505,141)	($649,316)	($1,154,457)	$1,493,173	($18,716,795)	($17,223,622)
(Increase)/Decrease in Other Receivables	($345,856)	($1,154,492)	($1,500,348)	($10,192,409)	$5,396,533	($4,795,876)
(Increase)/Decrease in Inventories	($14,742)	$219,159	$204,417	($202,584)	($660,759)	($863,343)
(Increase)/Decrease in Pre-Paid Expenses	$304,963	($288,915)	$16,048	($330,342)	($104,072)	($434,414)
(Increase)/Decrease in Other Current Assets	$0	$0	$0	$0	$6,322,747	$6,322,747
Increase/(Decrease) in Accounts Payable	$0	$160,444	$160,444	$0	$466,345	$466,345
Increase/(Decrease) in Notes and Loans Payable	$724,135	($205,811)	$518,324	$5,056,711	($6,678,770)	($1,622,059)
Increase/(Decrease) in Accrued Payroll and Benefits	$517,313	$368,680	$885,993	$1,039,688	($982,419)	$57,269
Increase/(Decrease) in Accrued Expenses	$0	$0	$0	$0	$0	$0
Increase/(Decrease) in Patient Refunds Payable	$0	$0	$0	$0	$0	$0
Increase/(Decrease) in Third Party Advances/Liabilities	$0	$0	$0	$0	$0	$0
Increase/(Decrease) in Other Current Liabilities	$0	$35,757	$35,757	$0	$5,369,660	$5,369,660
Net Cash Provided by Operating Activities:	**10,902,134**	**(1,572,701)**	**9,329,433**	**$5,822,928**	**$2,523,709**	**8,346,637**
CASH FLOWS FROM INVESTING ACTIVITIES:						
Purchase of property, plant and equipment	$186,722	$2,636,003	$2,822,725	($622,057)	($5,316,651)	($5,938,708)
(Increase)/Decrease in Limited Use Cash and Investments	($676,574)	$17,287	($659,287)	$266,377	($3,747)	$262,630
(Increase)/Decrease in Other Limited Use Assets	($448,678)	($2,405,269)	($2,853,947)	($2,579,352)	($3,298,669)	($5,878,021)
(Increase)/Decrease in Other Assets	$0	$0	$0	$0	$0	$0
Net Cash Used by Investing Activities	**($938,529)**	**$248,021**	**($690,508)**	**($2,935,032)**	**($8,619,068)**	**($11,554,100)**
CASH FLOWS FROM FINANCING ACTIVITIES:						
Increase/(Decrease) in Bond/Mortgage Debt	($96,267)	($1,985)	($98,252)	($1,095,209)	($23,823)	($1,119,032)
Increase/(Decrease) in Capital Lease Debt	$0	($1,037,033)	($1,037,033)	$0	($6,740,741)	($6,740,741)
Increase/(Decrease) in Other Long Term Liabilities	($3,280,400)	$339,739	($2,940,662)	$984,502	$1,348,234	$2,332,736
Net Cash Used for Financing Activities	**($3,376,668)**	**($699,279)**	**($4,075,947)**	**($110,707)**	**($5,416,329)**	**($5,527,036)**
(INCREASE)/DECREASE IN RESTRICTED ASSETS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Net Increase/(Decrease) in Cash	**$6,586,937**	**($2,023,959)**	**$4,562,978**	**$2,777,189**	**($11,511,688)**	**($8,734,499)**
Cash, Beginning of Period	$4,255,484	$26,926,260	$31,181,744	$8,065,232	$36,413,989	$44,479,221
Cash, End of Period	**$10,842,421**	**$24,902,301**	**$35,744,722**	**$10,842,421**	**$24,902,301**	**$35,744,722**

Imperial Valley HEALTHCARE DISTRICT

BOARD MEETING DATE: 7/23/2026

SUBJECT: Authorization to approve Health Wise LLC agreement

BACKGROUND: This agreement is for Locum Services to conduct a search for qualified candidates to provide locum coverage

KEY ISSUES: IVHD shall pay for locum services if a candidate is placed based on rate negotiated.

CONTRACT VALUE: Based on recruitment efforts and total searches, value varies on specialty.

CONTRACT TERM: 5 years.

BUDGETED: yes

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve Health Wise LLC agreement

Health Wise LLC

LOCUM TENENS STAFFING AGREEMENT

This Locum Tenens Staffing Agreement ("Agreement") between **Health Wise LLC** ("Company") and _____ ("Client") is entered into, made and effective as of the dates of the last signature below.

RECITALS

A. Company is a physician recruiting company in the business of locating, recruiting, and arranging for physicians as independent contractors ("Clinical Providers") to provide temporary staffing services ("Locum Tenens"). Company may also from time to time earn a fee when Client hires or otherwise retains the services of a Clinical Provider referred by Company in a direct capacity.

B. Client is a non-profit organization providing medical services in Southern California.

C. Client desires to engage Company to locate, recruit and arrange for Clinical Providers under the terms and conditions set forth herein. For each Clinical Provider accepted or confirmed by Client, Company shall generate a separate Addendum to this Agreement (an "Assignment Confirmation") outlining the details of the Clinical Provider under the agreed upon terms and conditions. For each Physician accepted or confirmed by Client, Company shall generate a separate Assignment Confirmation, specifying the terms of engagement.

AGREEMENT

In consideration of the facts set forth in the Recitals and the mutual promises set forth herein, Company and Client agree as follows:

1. Duties of Company

1.1. Use reasonable efforts to identify and provide Clinical Provider candidates meeting Client's needs.

1.2. Fully inform Client of candidates' qualifications and requirements.

1.3. Assist Client in obtaining supporting documentation from Clinical Providers to aid Client with screening of Clinical Providers and, as necessary, the obtaining of hospital privileges.

1.4. Company shall pay any Clinical Provider(s) directly for all services rendered under this agreement as an independent contractor. Company does not employ the providers and does not provide workers compensation, health insurance or disability insurance.

1.5. Company may provide professional liability insurance coverage for each Clinical Provider(s) as required by Client or as otherwise agreed, and shall provide Client with a certificate of insurance evidencing such coverage.

1.6. Company may assist in coordinating travel and housing accommodations and will bill Client for the applicable expenses related to the assignments.

1.7. **1**.7. Company represents that, at the time of presentation of a Contractor to Client, it conducts a preliminary screening process which may include a yes/no prescreen questionnaire, review of a self-query National Practitioner Data Bank (NPDB) report, reference checks as available, internet-based research, verification of licensure status, and a search of the U.S. Department of Health and Human Services Office of Inspector General (OIG) List of Excluded Individuals and Entities.

1.8. Following Client's acceptance of a Contractor, Company shall complete additional credentialing due diligence, which may include verification of education, employment history, training, board certifications, and other credentialing elements as part of the formal credentialing process.

1.9. Company shall use commercially reasonable efforts to perform such screening and verification; however, final credentialing, privileging, and appointment decisions remain solely the responsibility of Client.

1.10. Ensure that the classification of Contractors as independent contractors complies with California Labor Code § 2775 et seq. and all applicable California law. Company shall be responsible for the classification of Contractors retained directly by Company and shall indemnify Client only to the extent any liability results from Company's failure to comply with applicable independent contractor classification laws.

2. Duties of Client

2.1. Provide Company with full and accurate practice description, including work schedule, dates needed, and specifications for candidates in order for Company to identify potential Clinical Providers. Work collaboratively with Company personnel with scheduling, interviewing, and all aspects throughout the process.

2.2. Inform Agency timely of whether Client accepts or rejects a candidate presented to Client. Client may reject a candidate for any reason.

2.3. All expenses related to any assignment are Client's responsibility. Such expenses may include, but are not limited to; travel, housing, mileage, licensing, certificates, hospital privileging fees and any other reasonably necessary expenses.

2.4. Provide timely updates to Company regarding any updates / changes that will or may impact Company's search efforts and Clinical Providers' schedules.

2.5. Client will use all commercially reasonable efforts to complete any locum provider's hospital privileges and credentialing at Client's worksite prior to Assignment start date and is responsible for all costs associated with pursuing hospital privileges for and / or granting privileges to Clinical Providers.

2.6. Client shall be solely responsible for obtaining, at its own expense, any background checks, references, sanctions screenings, exclusion checks, drug screenings, or other investigations required by Client's credentialing policies or applicable law for each Provider. Company shall have no liability for any claim arising from information that would have been disclosed through such screenings, except to the extent Company knowingly withheld material adverse information in its possession.

2.7. Client agrees that it is responsible for it's facilities, personnel, equipment, practice methods and environment, protocols, staffing levels, providing a reasonable work schedule, usual and customary equipment and supplies, a suitable practice environment including applicable ethical and procedural standards, and appropriately trained support staff to enable the Clinical Provider(s) to perform the services pursuant to this Agreement.

2.8. Timely verify timecards and assist with verifying / approving timecards submitted by the Clinical Providers.

2.9. Client agrees to pay for reasonable housing and travel expenses for any coverage dates.

2.10. Client shall comply with all applicable Joint Commission standards (if so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. Client is responsible to inform the Clinical Providers of Client policies, procedures and standards.

2.11. Client agrees to cooperate with Company's reasonable risk management and quality assurance activities. Should Client become aware of a claim or circumstance that might potentially lead to a claim involving or relating to a Clinical Provider on Assignment under this Agreement, Client agrees to immediately notify Company and Clinical Provider of the nature of the matter and fully cooperate with any investigation related to same. The obligations of this paragraph survive any termination of this Agreement.

3. **Payment Terms**

3.1. **Fees for services.** Client agrees to pay Company those fees and expenses set forth on a separate Addendum for each Clinical Provider accepted by Client to fill an Assignment. ("Confirmation Letter") A Confirmation letter shall be generated upon acceptance of a provider for each Assignment and signed by both parties.

3.2. Fees for services vary based on specialty need and each physician and will be outlined accordingly at time of presentation of the candidate and in the confirmation letter.

3.3. **Prepayment.** Company reserves the right to require pre-payment during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. Company will bill actual charges and reconcile those charges against any prepayment made by Client. Upon reconciliation should a credit balance result, Agency will, at its discretion, either refund the difference or apply the credit towards Fees and/or costs related to Assignment(s) scheduled hereunder.

3.4. **Invoicing.** Invoices are due and **payable upon receipt, with payment expected within fifteen days (net 15)**. In addition, Client shall reimburse Company and/or pay directly for all Client-approved travel, lodging, and other expenses associated with the Assignments as set forth in the applicable Addendum ("Confirmation Letter").

3.5. If payment is not received by the due date, Company reserves the right to suspend or cancel services and withhold the Certificate of Insurance (COI) until the account is brought current. Continued non-payment may result in additional fees, collection action, and termination of agreement.

3.6. **Travel & Lodging.** Company agrees to arrange or have the Clinical Providers arrange any travel accommodations required. Client agrees to cover the expenses incurred for provider(s) including but not limited to; reasonable living accommodations, round trip transportation (i.e., airfare and rental

car) to and from the site, any applicable baggage fees and local transportation including automobile insurance on rental, or mileage reimbursement if provider drives own vehicle. Travel and Housing requirements will be presented upfront at time of each presentation. Client agrees to reimburse Company for the cost of Travel and Housing expenses.

3.7. **Holiday Premium.** Client agrees to pay a premium rate as established by the Fee Schedule ("Premium") for any of the following holidays that occur within an Assignment period; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and other holidays recognized by the Client's facility ("Holiday(s)"). Such Premium is in addition to regular Fees.

3.8. **Signed Confirmation.** Company will issue "Confirmation Letter(s)" for Client with any dates that have been confirmed with Company's Provider(s) and Client will promptly sign to confirm.

3.9. **Cancellation of Assignment.** In the event that Client wishes to cancel an Assignment, Client must provide to Company written and or verbal notice of cancellation of the Assignment at least thirty (30) days in advance for the date upon which the Clinical Provider is schedule to provide the services. In the event that the Client provides less than thirty (30) days' notice of cancellation, Client shall be responsible for payment of the total fee that would be payable for the period covered by the Assignment, up to a maximum of one month and other actual fees and charges that may result from cancellation, including but not limited to, rent/housing costs, securing deposits, nonrefundable airfare costs, and any applicable fees.

3.10. Notwithstanding anything to the contrary in this Agreement, and provided that Client communicated it's minimum credentialing and/or privileging requirements in writing at the time it was requested, in the event that a Clinical Provider is not granted privileges after good faith efforts by Client to obtain same, Client shall not be liable for any charges associated with cancellation. Client shall, upon request, provide documentation evidencing that Provider does not meet Client credentialing requirements.

3.11. In the event that a Clinical Provider in the course of providing services hereunder acts in a manner that is immoral, unethical, illegal or seriously detrimental to the interest of Client or a client facility, or if Clinical Provider has demonstrated professional incompetence, the assignment may be immediately cancelled and no additional fees shall accrue.

3.12. Client shall communicate to Agency the reason for removal request in advance of removal and cooperate with Agency in providing necessary risk management information. Agency will verify and assess the reason for the requested removal and promptly notify locum of removal.

3.13. Client shall communicate to Company in writing the reason(s) for cancellation immediately and cooperate with Company in providing necessary risk management information. Company will verify and assess the reason for the requested removal and promptly notify Provider of removal. If applicable, Company reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if the issue is a personal conflict. The information relating to the removal may be shared by Company with the Clinical Provider. Company shall have no further responsibility to Client for a Clinical Provider removed at Client's request from and after the date of removal except to use commercially reasonable efforts to replace the Clinical Provider if requested.

3.14. Company does not guarantee the ability to fill Assignments requested hereunder. In the event a Clinical Provider for an Assignment cancels, Company shall exercise best efforts to present a replacement but shall have no other liability.

3.15. Either Party may terminate this Agreement or any Assignment with thirty (30) days of notice, subject to the cancellation terms, above. Termination must be in writing. In the event of Client's failure to pay monies due hereunder or other material breach, Agencies may immediately terminate this Agreement. The obligation to pay incurred fees and expenses under this Agreement shall survive termination.

4. **Non-Solicitation / Non-Circumvention.** To the extent permitted by California Law, all candidates submitted by **Health Wise LLC** are the exclusive property of Health Wise LLC for a period of **two (2) years** from the **latest of the following**:

   (1) date of presentation,

   (2) last day worked on assignment, or

   (3) last date brought up in discussion (email, phone, or text).

5. Unless Client provides **documented, verifiable two-way communication** within the **30 days prior** to candidate presentation, **specifically** referencing the **same candidate for the same position** and demonstrating active recruitment efforts, candidate ownership rests with Health Wise LLC.

6. General interest communication or discussions regarding other roles, specialties, or locations do not establish ownership or prior rights. Health Wise LLC is hired to recruit. When we present a candidate, we are the procuring cause and must be compensated accordingly.

7. **Conversion & Placement Fees.** Should Client choose to hire or engage any physician presented by Health Wise LLC in any capacity—whether full-time, part-time, locum-to-perm, consulting, per diem, or otherwise—a **placement fee** shall apply. The placement fee is **twenty percent (20%)** of the physician's first-year total compensation, due immediately upon execution of an agreement between Client and physician.

8. Client must notify Health Wise LLC **prior** to initiating contact with the candidate for any new opportunities other than what's already been discussed with agency. The agency will assist in facilitating communication, interest, and expectations as the liaison.

9. **Prior Knowledge.** If a candidate previously communicated with Client regarding another position, location, or employer—but not the role for which Health Wise LLC is presenting them—and the candidate is not in active recruitment mode by Client, the candidate is deemed clear and **ownership resides with Health Wise LLC** for the newly presented opportunity and moving forward with the Client.

10. **Enterprise-Wide Coverage.** All candidate ownership rights apply across **all Client-owned, affiliated, or related entities**, facilities, subsidiaries, and locations—regardless of geography. Reintroductions, re-engagements, or movement of candidates within the Client's system are all covered under this agreement for the full two-year ownership window. For example, if Client has a location in X and was presented to X, but then later sends candidate to Y, that would be done through Health Wise LLC or a placement fee is due. Additionally, Client agrees to not refer our Physicians out to any third parties as that would constitute as a breach of agreement and a placement fee would be due.

11. **References, Referrals, and Derived Leads.** Any **peer references, professional references, or referrals** originating from candidates presented by Health Wise LLC are considered proprietary leads. **Ownership terms apply.** Any attempt to recruit or engage referenced contacts without coordination of Agency and compensation to the Agency is a breach of this agreement.

12. **Non-Circumvention.** Client agrees to honor the integrity of the relationship and **will not attempt to bypass** or work around Health Wise LLC to avoid payment. Any such behavior is considered a breach of contract and will be pursued legally and financially.

13. **Injunctive Relief.** Client acknowledges that breach of this section may result in **irreparable harm** to Health Wise LLC, for which monetary damages may be inadequate. Health Wise LLC shall be entitled to seek **injunctive and equitable relief** in addition to any other remedies available under law or equity.

14. **Intellectual Property & Trade Secrets.** All proprietary data, candidate information, curated contact lists, screening notes, consulting, interview summaries, internal databases, and recruiting methodologies shared or developed by Health Wise LLC during the engagement shall remain the **exclusive intellectual property** of Health Wise LLC.

    Any unauthorized use, copying, distribution, or exploitation of these assets is strictly prohibited and subject to penalty.

15. **Violation Penalty.** Any violation of the terms herein—especially those related to candidate ownership, non-circumvention, and intellectual property—will result in **penalties equivalent to 1.5x the standard placement fee**, in addition to actual damages and legal fees incurred.

16. **Breach; Cure; Termination for Cause.** If either party materially breaches this Agreement, the non-breaching party shall provide written notice of such breach. The breaching party shall have thirty (30) days from receipt of such notice to cure the breach. If the breach is not cured within such period, the non-breaching party may terminate this Agreement immediately upon written notice.

17. **Insurance.** Agency may provide professional liability insurance coverage for each Clinical Provider while on Assignment with Client, to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of one-million dollars ($1,000,000) per incident and three-million dollars ($3,000,000) in the aggregate or such limits may be required by law including tail coverage. Insurance coverage is subject to the terms of the policy and covers medical malpractice only and is pending internal credentialing of each physician.

18. **Confidentiality.** During the term of this Agreement and for one year after its termination, neither Client nor Agency shall disclose, use, or disseminate any confidential information including without limitation business, marketing, and financial information (collectively "Confidential information") obtained in any form to any person or entity whatsoever, except that: (a) Confidential Information which is necessary to fulfill its obligations under this Agreement may be disclosed to a party's employees and agents on a "need to know" basis in order to fulfill a party's obligations under this Agreement and (b) Confidential Information obtained may be disclosed pursuant to a valid court order or subpoena provided that the disclosing party gives the other prompt written notice of the same so that it may seek an appropriate protective order or other remedy. In addition to any other remedy it may have, a party shall be entitled to obtain an injunction or other equitable relief, to prevent breach or threatened breach of the covenants in this section.

19. **Term.** This Agreement shall commence on the date of the last signature below and shall remain in effect for a period of five (5) years (the "Term"), unless terminated earlier as provided herein.

20. **Termination for Convenience.** Either party may terminate this Agreement or any Assignment upon thirty (30) days' prior written notice to the other party.

21. **Notices.** All communications, notices, consents and demands of any kind which either party may be required or desire to give to or serve upon the other party shall be made in writing.

22. **Relationship of the Parties.** Company shall provide services under this Agreement as an independent contractor only. Accordingly, nothing in this Agreement or the services to be provided by Company hereunder shall create an employer/employee or agency relationship between Client and Company or any joint venture, partnership or relationship other than independent parties to a contract. Client shall have the sole right and sole responsibility for billing and collecting for Clinical Providers' services to Client's patients.

23. **Standards of Service**

23.1. **Medicare and Medicaid Fraud Representation.** Each Party represents that it is not currently under investigation or debarred by any state of federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include for Agency the Clinical Providers and for Client its Providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representation of each individual Staff.

23.2. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** In order to carry out its duties and obligations hereunder, Company occasionally may receive or request patient information. An Agency may be deemed to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). As a business associate, Company agrees to: a) implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information" or "PHI", including electronic PHI) as required by HIPAA; b) use and disclose only the minimal necessary PHI; c) use and disclose PHI only as permitted under HIPAA for legal, management and administrative purposes in connection with treatment, payment and healthcare operations or as required by law; d) promptly notify Client of disclosures of PHI in violation of HIPAA; e) promptly make PHI available to Client and patients upon request;. Company acknowledges that PHI received from Client shall remain their property and that within ten (10) business days of Client's request or upon termination of this Agreement, said PHI shall be returned to Client or be destroyed, if Client so directs. If such return or provisions of this Agreement shall survive with respect to such PHI.

23.3. **Availability of Books and Records.** To assist in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, Company agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at Agency corporate offices such agreements, books, documents, and records as are required by law.

24. GENERAL

24.1. **Interest and Attorney's Fees.** Client agrees to pay all expenses and costs, including interest and attorney's fees which may be incurred by Company to enforce this Agreement. Interest on any past due balances will be charged an interest rate of five percent (5%) per month compounding.

24.2. **Entire Agreement.** This Agreement contains the entire agreement between Company and Client relating to Clinical Provider Coverage as herein arranged. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Clinical Provider Coverage. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by all Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

24.3. **Notices.** For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, effective if sent to the physical address listed in the introduction of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

24.4. **Severability, Successors, Discrimination, Governing Law.** If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/ veteran status, pregnancy, sexual orientation, or any other classification protected by law.

24.5. **Applicable Law.** This Agreement shall be governed by the laws of the State of California.

24.6. **Limitation of Liability.** In no event shall any Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages.

24.7. **Indemnification.** Each party ("Indemnifying Party") agrees to indemnify and hold harmless the other party and its officers, directors, employees, contractors, and agents ("Indemnified Party") from and against any third-party claims, damages, liabilities, costs, losses, or expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, omissions, willful misconduct, or material breach of this Agreement by the Indemnifying Party or its employees, contractors, or agents. Without limiting the foregoing, Client shall indemnify and hold harmless Agency and its officers, directors, employees, contractors, and agents from and against any third-party claims, damages, liabilities, costs, losses, or expenses, including reasonable attorney's fees, to the extent arising out of or related to the direction, supervision, control, policies, procedures, staffing, facility operations, or clinical oversight of the Locum Tenens Provider by Client or its employees, contractors, or agents, including any professional malpractice or negligence occurring while the Locum Tenens Provider is acting under the direction, supervision, or control of Client. Agency shall indemnify and hold harmless Client and its officers, directors, employees, contractors, and agents from and against any third-party claims, damages, liabilities, costs, losses, or expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, omissions, willful misconduct, or material breach of this Agreement by Agency or its employees, contractors, or agents, including professional malpractice or negligence by the Locum Tenens Provider, except to the extent such claims arise from the direction, supervision, control, policies, procedures, staffing, facility operations, or clinical oversight of the Locum Tenens Provider by Client or its employees, contractors, or agents. Neither party shall have any obligation to defend the other party unless and until liability or fault has been determined by final adjudication, settlement, or written agreement of the parties. In no event shall either party's indemnification obligations exceed the

limits of applicable insurance coverage maintained under this Agreement, except in cases of gross negligence, fraud, or willful misconduct.

24.8. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement. In the event any changes need to be made to this agreement, it can be done with written consent of both parties.

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

Company	**Client**
Health Wise LLC	**Imperial Valley Healthcare District dba Pioneers Memorial Hospital**
Printed Name & Title	Printed Name & Title
Signature Date	Signature Date
Principal Place of Business / Address:	Principal Place of Business / Address:
5716 Corsa Ave Suite #110	
Westlake Village, CA 91362	
City, State, Zip	City, State, Zip

Imperial Valley HEALTHCARE DISTRICT

BOARD MEETING DATE: 7/23/2026

SUBJECT: Authorization to approve Curative Talent, LLC agreement

BACKGROUND: This agreement is for Locum Services to conduct a search for qualified candidates to provide locum coverage

KEY ISSUES: IVHD shall pay for locum services if a candidate is placed based on rate negotiated.

CONTRACT VALUE: Based on recruitment efforts and total searches, value varies on specialty.

CONTRACT TERM: 1 year

BUDGETED: yes

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve Curative Talent, LLC agreement

Agreement for Locum Tenens Services

This Agreement for Locum Tenens Services ("Agreement") is executed as of **6/10/2026** ("Effective Date") between **Curative Talent, LLC,** a wholly owned subsidiary of Doximity, Inc., ("Curative") and **Imperial Valley Healthcare District DBA Pioneers Memorial Hospital** ("Client").

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 CURATIVE'S DUTIES:

1.1 **Presentation:** During the term of this Agreement, Client may submit a written request (which may be via email) to Curative for presentation of locum tenens healthcare providers (each a "Provider") who may be willing to perform healthcare services on behalf of Client on a temporary basis (the "Services"). Client will specify in reasonable detail the Services to be performed by the Provider and the qualifications sought by Client (collectively, the "Provider Requirements"), and Curative will use reasonable efforts to present Providers to Client for its review. A "presentation" for purposes of this Agreement means Curative's written or oral notice to Client of a Provider's availability to perform the Services on behalf of Client. If a Provider who has accepted an assignment with Client cancels, then upon Client's request Curative will use reasonable efforts to present to Client a replacement Candidate for Client's review. Curative will not be liable for failing to present Providers to Client or for any Provider's cancellation, except to the extent such failure or cancellation is directly caused by Curative's negligence or willful misconduct.

1.2 **Confirmation Letter:** If Client elects to accept a Provider presented by Curative (as described in Section 2.1), Curative will provide Client a "Confirmation Letter" summarizing the Services to be performed by the accepted Provider, Curative's billing rate, travel and lodging arrangements for the Provider, along with other relevant details. Curative will bill Client directly for Services performed by each Provider in accordance with the Confirmation Letter. The Confirmation Letter shall be deemed accepted by Client 72 hours after receipt, or upon written approval, whichever comes first. Client must accept the Confirmation Letter prior to the Provider's performance of any Services. If Client provides its own form of a Confirmation Letter, such Confirmation Letter is not in effect until accepted by Curative in writing.

1.3 **Screenings:** Before Client accepts a Provider presented by Curative, Curative will conduct a screening of the Provider's state licenses, State Medical Board actions, and exclusion queries with the System for Award Management (SAM) and the Office of Inspector General (OIG). Upon Client's request, Curative will request professional references for accepted Providers.

1.4 **Malpractice Insurance:** Curative will arrange malpractice insurance coverage for each Provider's performance of the Services for which they were engaged as reflected in the Confirmation Letter, with limits of at least $1,000,000/$3,000,000 unless higher or lower limits are required by a state or state Compensation Fund. In the event a Compensation Fund is required or recommended, Curative shall facilitate enrollment as required by state Compensation Fund(s) and Client shall pay all related amounts charged by the Compensation Fund.

1.5 **WARRANTY LIMITATION:** CURATIVE DOES NOT GUARANTEE THE AVAILABILITY OF PROVIDERS OR THAT ANY PROVIDER WILL MEET CLIENT'S SPECIFIC REQUIREMENTS. HOWEVER, CURATIVE REPRESENTS AND WARRANTS THAT IT WILL EXERCISE COMMERCIALLY REASONABLE CARE IN SCREENING PROVIDERS PURSUANT TO SECTION 1.3 AND THAT ALL INFORMATION PROVIDED BY CURATIVE REGARDING A PROVIDER'S CREDENTIALS AND QUALIFICATIONS WILL BE ACCURATE TO THE BEST OF CURATIVE'S KNOWLEDGE. CLIENT RETAINS INDEPENDENT RESPONSIBILITY FOR ACCEPTING EACH PROVIDER'S BACKGROUND, QUALIFICATIONS, AND CREDENTIALS.

2.0 CLIENT'S DUTIES:

2.1 **Acceptance:** Client will notify Curative within seventy-two (72) hours of Curative's presentation of a Provider if Client has Prior Knowledge of a Provider, where "Prior Knowledge of a Provider" means that Client has utilized the services of the Provider as an independent contractor or employee at the intended service location within the past twelve (12) months, in which event Client will provide supporting documentation of such prior service. If Client does not respond concerning Prior Knowledge of a Provider within the specified period, such Provider will be considered accepted and "presented" by Curative for purposes of this Agreement.

2.2 **Work Environment:** Client will supply each Provider with (i) a reasonable work schedule, (ii) reasonably maintained, usual and customary equipment and supplies appropriate for the Services to be performed, (iii) a suitable practice environment that conforms to generally accepted medical, ethical, procedural, and safety standards, and (iv) appropriate training and

appropriately trained support staff to enable such Provider to perform medical services on comparable terms to other practitioners in the same specialty at Client's facility.

2.3 **Professional Fees:** Client will obtain from each Provider the right to bill, collect, and retain all professional fees for Services rendered by Provider on behalf of Client.

2.4 **Daily Administrative Fee:** Client will pay Curative a daily administrative fee of $50 for each shift a Provider works.

2.5 **Logistics Reimbursement:** Client will reimburse each Provider, through Curative, for the actual cost of housing outside Client's facility, local transportation, and reasonable transportation costs to and from Client's facility unless otherwise specified in the Confirmation Letter.

2.6 **Credentialing and Qualifications:** Client shall exercise its independent judgment as to the professional qualifications of all Providers presented by Curative. Client will pay all fees associated with credentialing or privileging each Provider (including by way of reimbursing Curative if Curative incurs any expenses for such activities).

2.7 **Payment:** Client will pay Curative the fees and expenses specified in the Confirmation Letter. By approving a Provider's timesheet, Client is certifying that the Provider has completed all required Services, including charting and documentation. Client will not unreasonably refuse to approve a Provider's timesheet.

2.8 **Past Due Invoices:** Client acknowledges that all invoices are "due upon receipt" and any invoice that is more than thirty (30) days past due will bear interest at the rate of one and one-half percent (1½%) per month, or the maximum allowed by law, whichever is lower. Client will pay Curative all collection costs and expenses incurred by Curative to enforce this Agreement, including but not limited to attorney's fees, collection agency fees, costs, and expenses.

2.9 **Taxes:** Client will reimburse Curative for all state or local sales, gross, or similar tax (collectively "Taxes") imposed on fees paid to Curative by Client for Provider's performance of Services.

2.10 **Compliance:** Client will conduct its activities relating to this Agreement and the Services in compliance with all applicable laws and generally accepted industry standards including, without limitation, those relating to healthcare, the practice of medicine, patient care, safety, privacy and wage and hour regulations.

2.11 **Non-Solicitation:** To the extent permitted by California law, except for Providers for whom Client has had Prior Knowledge, neither Client nor its Affiliates (as hereinafter defined) will solicit, hire or engage in an employment, consulting or similar capacity any Provider who was presented to Client by Curative hereunder (each, a "Covered Provider") for two (2) years after the later of (a) the date of the most recent presentation of the Provider by Curative to Client, (b) the date the Provider ceased providing Services on behalf of Client, or (c) the termination of this Agreement for any reason (the "Restricted Period"). For purposes of this Agreement, an "Affiliate" of the Client includes, but is not limited to, an organization or person that has any form of direct business relationship with Client, or any successor to or assignee of Client. Should Client refer a Provider to an Affiliate for either permanent or temporary assignment, Client will be billed for services rendered pursuant to Section 2.12 or the Confirmation Letter, as applicable.

2.12 **Reassignment Fee and Notice:** If a Covered Provider performs services on behalf of Client or an Affiliate during the Restricted Period that were not arranged through Curative, then Client will pay Curative a Reassignment Fee for such Covered Providers at a rate of 20% of the negotiated first-year total compensation for that Provider. In addition to the Reassignment Fee, Client will pay Curative a fee equal to $250 per calendar day that any invoices remain outstanding, and a Covered Provider performs services on behalf of the Client or an Affiliate other than under the terms of this Agreement. Curative will not refund any portion of a Reassignment Fee after a Covered Provider begins performing services on behalf of Client as Client's employee, contractor or otherwise. Client will provide Curative with at least thirty (30) days' written notice of the Client's or Affiliate's intent to directly engage a Provider during the Restricted Period. This provision is void if the facility where Provider is placed is in the States of Missouri or New York.

2.13 **Client as Staffing Company or Medical Group:** If Client is itself a staffing company or medical group using Curative to furnish clinical services to third party facilities, Client agrees to require its clients for such services to agree to the provisions of sections 2.9, 2.10, 2.11, and 2.12 of this Agreement. The fact that Client is itself a staffing company or medical group using Curative Providers to furnish clinical services to third party medical facilities shall not limit, modify, or reduce any of Client's obligations hereunder.

2.14 **Client Warranties:** Client represents and warrants to Curative that it is lawfully organized and is in good standing in the State in which its principal office is located, the Client's name in the introductory paragraph of this Agreement is Client's true, correct and complete legal name, and the person executing this Agreement, Confirmation Letters and any amendments has been or will be fully authorized to do so on behalf of and as a binding act of Client.

2.15 **Improper Use:** Client shall not use any information provided to it by Curative regarding any Provider in an unlawful manner, for an improper purpose or to breach this Agreement.

3.0 TERM AND TERMINATION

3.1 **Term:** Unless otherwise terminated as set forth herein, this Agreement shall begin on the Effective Date and shall continue for one year from the Effective Date ("Initial Term"), unless terminated earlier under the terms of this Agreement. Upon conclusion of the Initial Term, Client will have the option to renew for an additional one-year term only upon written consent from the Client. Client will provide written notice indicating its intent to renew the Agreement at least thirty (30) days before the Renewal Date.

3.2 **Termination by Curative:** Curative may terminate this Agreement with thirty (30) days' written notice. If termination is the result of Client's breach of any obligations under this Agreement, prior notice is not required.
3.3 **Termination by Client:** Client may terminate this Agreement or the services of any Provider providing service under this Agreement in writing, with thirty (30) days' written notice, subject to the limitations included in Sections 3.4 and 4.4. When reasonable, Client agrees to counsel each such Provider on improving performance before canceling an assignment.
3.4 **Thirty Day Notice:** Once Client has accepted a Provider, either verbally or in writing, Client agrees that termination of the Provider's services by the Client for any reason, other than those outlined in Section 3.5, shall not be effective until thirty (30) days after written notice of termination is received by Curative. Client agrees to pay for all Provider hours that are scheduled through the effective date of termination.
3.5 **Termination for Cause:** If Client reasonably finds the performance of any Provider to be inappropriate, for reasons including, but not limited to, being subject to any state of federal government investigation, an allegation of inappropriate behavior, intentional or unintentional dereliction of duties, negligence, loss or limitation of hospital privileges or medical license, Client may immediately terminate the Provider without providing notice according to Section 3.4. Client shall provide written notice of such termination to Curative as soon as is reasonably possible.

4.0 GENERAL PROVISIONS

4.1 **Staffing Agency:** Client acknowledges that Curative is a recruiting and staffing agency and neither Curative nor its owners, directors, officers or employees are engaged in or licensed for the practice of medicine and have no control over the means or the quality of medical services or any other services furnished by any Provider, nor shall Curative have any right or responsibility to direct any Provider's professional service assignments, schedule, or practice. Curative shall have no liability for any injury or any loss to any patient or party relating to, or in any way arising out of a Provider's professional services at or on behalf of Client or otherwise.
4.2 **Representations:** Client and Curative each represent that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party may immediately terminate this Agreement.
4.3 **Independent Contractors:** The services that Curative renders to Client under this Agreement will be as an independent contractor with respect to Client. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Curative and Client. Further, Client acknowledges that each Provider placed under this Agreement is not an employee, agent or representative of Curative. Each Provider's relationship to Curative is that of an independent contractor and all payments made by Curative to a Provider are made on behalf of Client. Curative acts as a temporary staffing agency. Accordingly, Curative will not be responsible for any income, Social Security, Medicare, or self-employment taxes, whether state or federal. No taxes will be withheld by Curative nor will Curative furnish Workers Compensation Coverage or any other benefits.
4.4 **Non-discrimination:** Client shall not select, terminate, nor refuse to utilize a Provider's services for a discriminatory reason, including the Provider's race, sex, national origin, religion, age, disability, marital status, sexual orientation, veteran status, or any other protected characteristic or trait.
4.5 **Indemnification:** Each party (the "Indemnifying Party") will indemnify and defend the other party, its affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns (collectively, the "Indemnified Parties") from all claims, losses, and liabilities, including reasonable attorneys' fees, arising out of (a) the Indemnifying Party's breach of this Agreement or (b) the Indemnifying Party's violation of law in connection with its activities relating to this Agreement.
In addition to the foregoing, Client will indemnify and defend the Curative Indemnified Parties from all claims, losses, and liabilities, including reasonable attorneys' fees, arising out of (a) Client's violation of law in connection with its selection, treatment and termination of any Provider; (b) Client's workplace conditions; or (c) the acts or omissions of Client's personnel, including any Provider accepted by Client hereunder.
4.6 **Damage Limitation.** Curative is not responsible to Client for any consequential damages, loss of income, business interruption, lost profits, tort damages or punitive damages. Notwithstanding any other provision to the contrary, Client's maximum aggregate recovery for damages arising out of or related to this agreement shall not exceed $75,000.
4.7 **Confidentiality:** Curative and Client agree that because disclosure of the terms of this Agreement and any information about any Provider may cause irreparable harm, this information is confidential and will not be disclosed to a third party, unless authority to disclose is expressly authorized and confirmed in writing by the non-disclosing party. If Client intentionally discloses a Provider's information to a third party, which results in such Provider being engaged in any manner to provide services by said third party, then Client will pay Curative the applicable amount referenced in Section 2.12 as liquidated damages.
4.8 **Cooperation:** Client and Curative agree to cooperate fully and to aid one another in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or involve any of the Providers.
4.9 **Agreement Modifications:** This Agreement may only be amended, modified, or waived when confirmed in writing by both parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

4.10 **Dispute Resolution.** This Agreement is deemed to have been entered into in Brawley, California. Client consents to personal jurisdiction in the state and federal courts located in San Diego, Texas.
4.11 **No Third-Party Beneficiary.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person (including any Provider) any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement
4.12 **Severability:** If any section of this Agreement is determined to be unenforceable or invalid all other sections will remain enforceable and valid to the greatest extent allowed by law. Sections 1.5, 2.3-2.15, 4.1, 4.3-4.8, 4.10-4.17 shall survive the expiration or cancellation of this Agreement.
4.13 **Notices:** Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, or by email to the primary contact person at such Party (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth below.
4.14 **Entire Agreement**. This Agreement, together with the Confirmation Letter, constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Confirmation Letter, the statements in the body of this Agreement shall control. Client has not relied on any statement, representation, warranty, or agreement of Curative, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

CURATIVE TALENT, LLC
370 W. Las Colinas Blvd Suite 104
Irving, Texas 75039

BY:_____

PRINT NAME:_____

TITLE:_____

DATE SIGNED: _____

Imperial Valley Healthcare District DBA Pioneers Memorial Hospital
207 W Legion Rd
Brawley, California 92227

BY:_____

PRINT NAME: Carly Zamora

TITLE:_____

TAX ID:_____

DATE SIGNED: _____