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

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
THURSDAY, AUGUST 27, 2026, 6:00 P.M.

El Centro Regional Medical Center | MOB Conference Room 1&2
1271 Ross Avenue, El Centro, CA. 92243

Join Microsoft Teams
Meeting ID: 214 702 959 892 578
Passcode: Gk9x8W9T

~ CLOSED SESSION ~ 6:00 p.m.

a. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities
Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Carly Zamora
Negotiating parties: Pablo Velez, ECRMC, City of El Centro
Under negotiation: Closing conditions related to Asset Transfer Agreement

b. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Gov. Code 54956.9(d)(4):** One potential matter

c. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(d)(1)):**
    a. Name of Cases:
        i. Bucio v. PMHD (Imperial County Sup. Ct. Case No. ECU004556)
        ii. Parra v. PMHD (San Diego County Sup. Ct. Case No. 26CU018477C)
        iii. George Mitchell Builders (Imperial County Sup. Ct. Case No. ECU004861)

2. **Call to Order – 6:30**

3. **Roll Call**

4. **Pledge of Allegiance**

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

6. **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.

7. **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.

8. **Board Comments**
   Reports on meetings and events attended by Directors; Authorization for Director(s) attendance at upcoming meetings and/or events; Board of Directors comments.
   a. Brief reports by Directors on meetings and events attended
   b. Schedule of upcoming Board meetings and/or events
   c. Report by Merger Strategic Planning Ad-Hoc Committee
   d. Finance Committee Update

9. **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 August 13, 2026.
   b. Approval and file PMH Expenses/Financial Report July 2026

10. **Items for Discussion and/or Board Action:**
    a. MEDICAL STAFF REPORT – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related Recommendations

    b. Staff Recommends Action to Authorize: Authorize the approval of the Statement of Work pursuant to the Master Services Agreement between Baker Tilly Advisory Group, LP (“Baker Tilly”) and Imperial Valley Healthcare District (“IVHD”) for services including preparation of Medicare, Medi-Cal and HCAI cost reports and supporting workpapers for fiscal year

ending June 30, 2026.
Presented by: Carly Loper, CFO
Contract Value: estimate - $92,440 (excluding appeals)
Contract Term: One Year Agreement (reports for FY ending June 30, 2026)
Budgeted: Yes
Budgeted Classification: Purchased Services

c. Staff Recommends Action to Authorize: Authorization to approve Medical Directorship agreement for Alidad Zadeh, D.O. at Pioneers Skilled Nursing Center.
Presented by: Carly Zamora
Contract Value: not to exceed $54,000 annually
Contract Term: 3 years
Budgeted: Yes
Budgeted Classification: Professional Fees

d. Staff Recommends Action to Authorize: Authorization to approve Professional Service Agreement for George A. Rapp, M.D.
Presented by: Carly Zamora
Contract Value: approximately $800,000 value varies depending on wRVU
Contract Term: 3 years
Budgeted: Yes
Budgeted Classification: Professional Fees

e. Staff Recommends Action to Authorize: Authorization to approve Medical Directorship Agreement for George A. Rapp, M.D.
Presented by: Carly Zamora, Interim CEO
Contract Value: not to exceed $18,000 annually
Contract Term: 3 years
Budgeted: Yes
Budgeted Classification: Directorship

f. Staff Recommends Action to Authorize: Authorization to approve Medical Directorship agreement for George Fareed, M.D. at Pioneers Skilled Nursing Center.
Presented by: Carly Zamora
Contract Value: not to exceed $54,000 annually
Contract Term: 3 years
Budgeted: Yes
Budgeted Classification: Professional Fees

g. Staff Recommends Action to Authorize: Authorization to approve Medical Directorship agreement for Mehboob Ghulam, D.O., at Pioneers Skilled Nursing Center.
Presented by: Carly Zamora
Contract Value: not to exceed $54,000 annually
Contract Term: 3 years

Budgeted: Yes
Budgeted Classification: Professional Fees

h. Staff Recommends Action to Authorize: Hydrovida (Planned Service Agreement – 3 years)
Presented by: Carly Zamora
Contract Value: $174,240.00
Contract Term: (3) year term 8/7/2026 – 8/7/2029
Budgeted: N/A
Budgeted Classification: N/A

11. Management Reports

a. Finance: Carly C. Loper, MAcc – Chief Financial Officer
b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer
c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations
d. Executive: Carly Zamora – Interim Chief Executive Officer
e. Legal: Adriana Ochoa – General Counsel

12. 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.

13. Adjournment

a. The next regular meeting of the Board will be held on September 10, 2026, at 6:00 p.m. at Pioneers Memorial Hospital, 207 W. Legion Road, Brawley, Ca. 92227.

POSTING STATEMENT

A copy of the agenda was posted August 21, 2026, at 207 W. Legion Road, Brawley, Ca. 92227 at 9:30 p.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

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

MEETING MINUTES
AUGUST 13, 2026
REGULAR BOARD MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 13TH OF AUGUST AT 207 W. LEGION ROAD CITY OF BRAWLEY, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

CLOSED SESSION ~ 6:05 p.m.

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Carly Zamora Negotiating parties: Pablo Velez, ECRMC, City of El Centro Under negotiation: Closing conditions related to Asset Transfer Agreement

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9 (d)(1)) Garcia v. Pioneers Memorial Healthcare District et al. Imperial County Superior Court Case No: ECU0003564

BOARD RECONVENED INTO OPEN SESSION AT 7:06 p.m.
No reportable action taken in closed session

1. **TO CALL ORDER:**
The regular meeting was called to order in open session at 7:06 p.m. by Director Burnworth.

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

President	Kathie Burnworth
Vice-President	Laura Goodsell
Treasurer	James Garcia
Secretary	Enola Berker
Trustee	Felipe Irigoyen
Trustee	Rodolfo Valdez
Trustee	Arturo Proctor

GUESTS:
Adriana Ochoa – Legal/Snell & Wilmer

3. **PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR BURNWORTH.**

4. **APPROVAL OF REQUEST FOR REMOTE APPREARANCE BY BOARD MEMBERS:** None

5. **CONSIDER APPROVAL OF AGENDA:**
Motion was made by Director Goodsell and second by Director Proctor to approve the agenda for August 13, 2026. Motion passed by the following vote wit:

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

NOES: None

6. **PUBLIC COMMENT TIME:**
   None

7. **BOARD COMMENTS:**
   a. Brief reports by Directors on meetings and events attended.

      Director Berker reported that Pablo, Dave and she met with Senator Alex Padilla and talked about how they can help us on the federal level.

   b. Schedule of upcoming Board meetings and events.

      None

   c. Report by Merger Strategic Planning Ad-Hoc Committee

      None

   d. Finance Committee Update.

      None

8. **CONSENT CALENDAR:**
   Motion was made by Director Irigoyen and second by Director Berker to approve the minutes for July 23, 2026 Regular Meeting and July 23, 2026 Special Meeting. Motion passed by the following vote wit:

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

9. **ACTION ITEMS:**
   a. MEDICAL STAFF REPORT – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related recommendation

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

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

   b. Staff Recommends Action to Authorize: TK Elevator (Planned Service Agreement – 5 Years)
      Presented by: Carly Zamora

Contract Value: $88,500
Contract Term: (5) year term
Budgeted: N/A
Budgeted Classification: N/A

Motion was made by Director Berker and second by Director Garcia to approve the TK Elevator (Planned Service Agreement – 5 Years). Motion passed by the following wit:

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

c. Staff Recommends Action to Authorize: Johnson Controls Building Solutions LLC (Planned Service Agreement – 5 Years)
Presented by: Carly Zamora
Contract Value: $368,488.00
Contract Term: (5) year term, 7/1/2026 – 6/30/2031
Budgeted: N/A
Budgeted Classification: N/A

Motion was made by Director Irigoyen and second by Director Garcia to approve the Johnson Controls Building Solutions LLC (Planned Service Agreement – 5 Years). Motion passed by the following wit:

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

d. Staff Recommends Action to Authorize: Mascari Dinh Architects-NPC-4D Level 2 and NPC-5 Upgrade Add Service #1 HCAI NPC-3 Equipment Seismic Anchorage Design, Documentation and Agency Project No 2025056 20
Presented by: Carly Zamora
Contract Value: $198,750.00
Contract Term: Refer to original contract dated December 11, 2025, for terms and conditions.
Budgeted: Required Seismic upgrades
Budgeted Classification: N/A

Motion was made by Director Garcia and second by Director Proctor to approve the Mascari Dinh Architects-NPC-4D Level 2 and NPC-5 Upgrade Add Service #1 HCAI NPC-3 Equipment Seismic Anchorage Design, Documentation and Agency Project No 2025056 20. Motion passed by the following wit:

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

e. Staff Recommends Action to Authorize: Fresenius Contract
Presented by: Carly Zamora
Contract Value: Dialysis:

- Hemodialysis 1:1 (1:1 Patient to Provider Staff ratio) 785.00/Treatment.
- Hemodialysis Multi (more than 1:1 Patient to Provider Staff ratio) $530.45/Treatment.

Peritoneal Dialysis:
- CAPD (Continuous Ambulatory Peritoneal Dialysis) $392.50/Exchange.
- CCPD (Continuous Cycling Peritoneal Dialysis) (Treatment rate $785.00/includes initiation and termination - Patient monitoring to be provided by HOSPITAL) Treatment.

Additional Charges:
- Procedure canceled after setup: 75% of treatment rate.
- Procedure canceled after nurse arrival but before setup: 50% of treatment rate.
- Procedure canceled more than 2 hours before the scheduled start: No charge.
- Additional disinfection (beyond routine maintenance):$100 plus applicable treatment charge.
- Education and training (including hospital orientation, facility-specific protocols, annual compliance, EMR, and CRRT training): $90/hour.

Contract Term: 3-year term
Budgeted: Yes
Budgeted Classification: N/A

Motion was made by Director Goodsell and second by Director Garcia to approve the Fresenius Contract. Motion passed by the following wit:

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

10. MANAGEMENT REPORTS:

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

Carly reported that their Controller will be submitting their DHLP medication application. They let them know that they can have up 90 days to review it and that person told them that they will try to get it done quickly so maybe they wouldn't have to pay October 1st but they still have 90 days to review.

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

No report.

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

No report

d. Executive: Carol Zamora – Interim Chief Executive Officer

Carly reported that pretty much everything is working okay at Heffernan except for one breaker box. The AC and electricity is working okay. They are going to go in over the next couple of weeks and just take out all the old files and put them in boxes and bring them back here to IVHD. They will also be installing a ring camera.

Pablo reported that they have already talked about the grants they are applying for and looking at how to integrate all the technologies that they have. They have talked about how do we consolidate and interface all the technology and radiology equipment and tax equipment. They have several meetings coming up to try to land that plane.

e. Legal: Adriana Ochoa – General Counsel

No report.

11. **ITEMS FOR FUTURE AGENDA:**
None

12. **ADJOURNMENT:** With no future business to discuss, Motion was made unanimously to adjourn meeting at 7:29 p.m.

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

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:

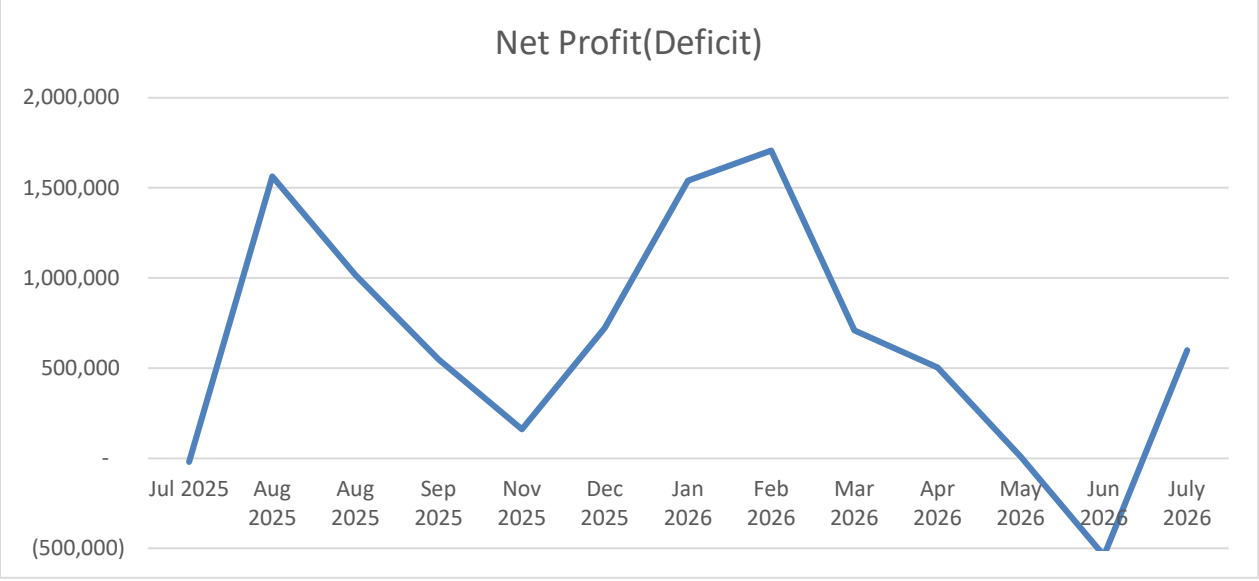
Carly Zamora, Interim Chief Executive Officer

From: Carly Loper, Chief Financial Officer

Financial Report – July 2026

Overview:

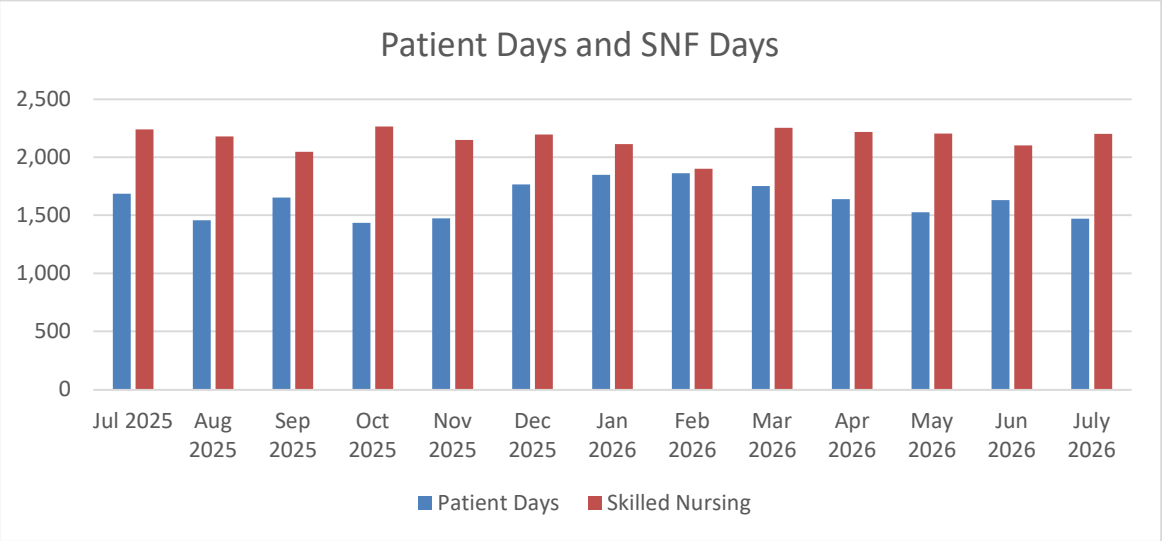
Financial operations for the month of July resulted in a profit of $599,025 against a budgeted profit of $288,718.



Patient Volumes:

In July, inpatient days fell below budget by (11.28%) and fell below the prior month volumes by (9.7%). For the year-to-date period, inpatient days were below budget and below prior year volumes by (12.64%).

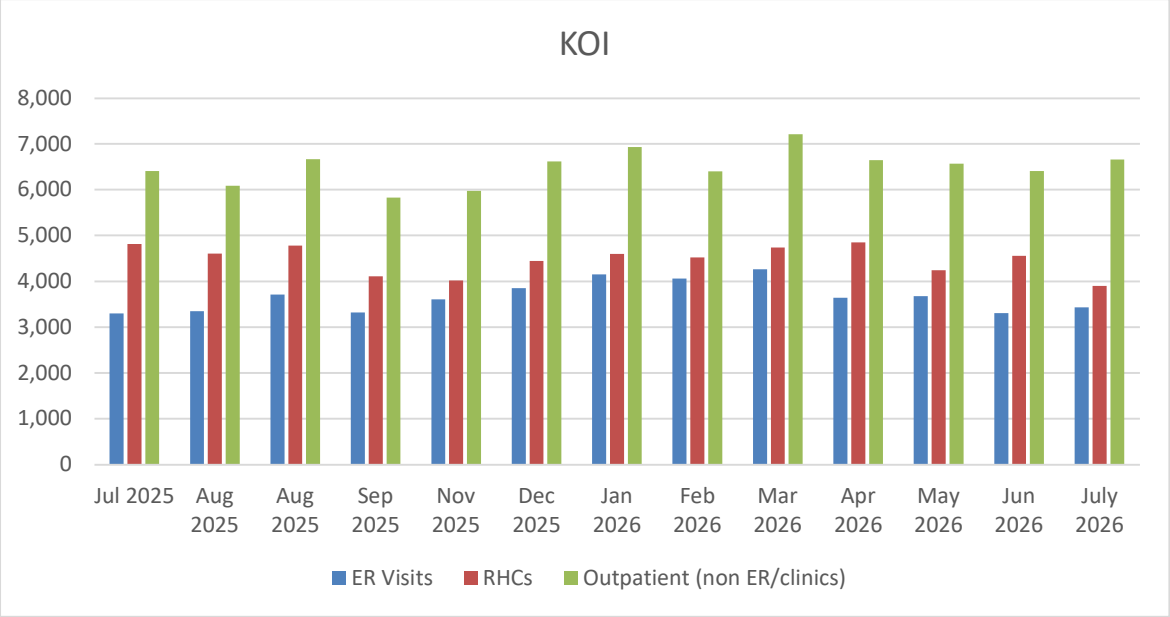
July inpatient days for Pioneers Memorial Skilled Nursing Center (PMSNC) were 2,199 compared to 2,102 inpatient days in June. PMSNC had an average daily census (ADC) of 70.1 for the month of July.



For the month of July, Deliveries exceeded the prior month volumes by 2.7% and exceeded the monthly budget by 46.9%. Emergency Room visits exceeded the prior month volumes by 3.8% and fell below the monthly budget by (8.1%). Surgeries for the month of July are below prior month volumes by (10.9%) but exceeded the monthly budget by 15.8%. Calexico Health Center, Pioneers Health Center and Pioneers Children's Health Center visits/volumes for July exceeded the prior month visits/volumes while Outpatient (non-ER) visits/volumes for July 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), Pioneers Health Center and Calexico Health Center visits fell below 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	144	98	151	144	98	151
E/R Visits	3,431	3,734	3,297	3,431	3,7334	3,297
Surgeries	278	240	261	278	240	261
GI Scopes	151	35	175	151	35	175
Calexico RHC	938	982	1,124	938	982	1,124
Pioneer Health	2169	2503	2,654	2,169	2,503	2,654



Gross Patient Revenues:

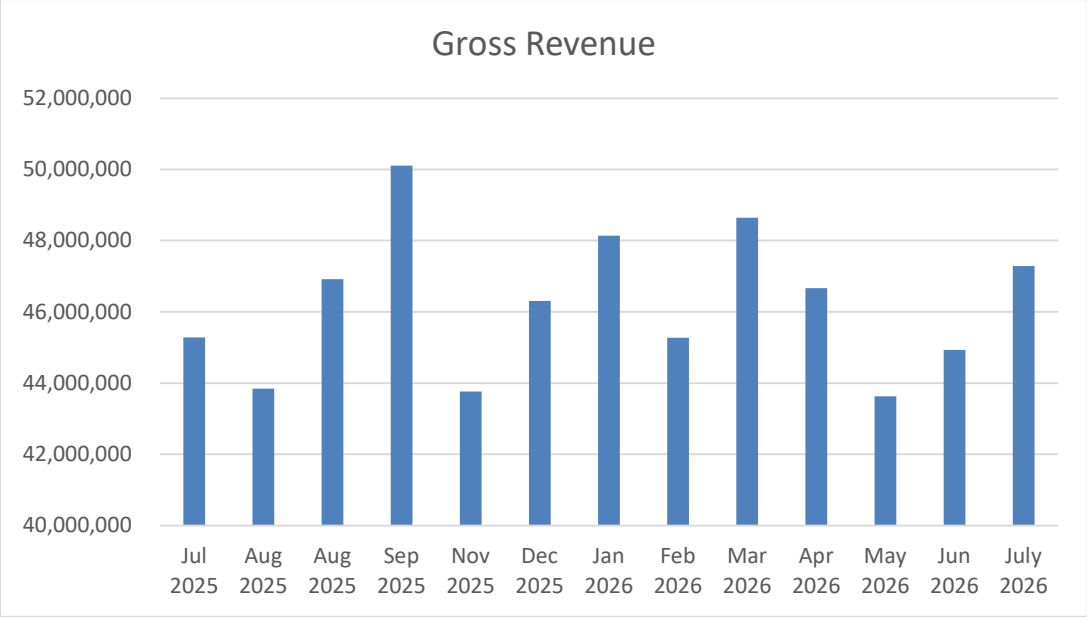
In July, gross revenues exceeded budget by $2,162,558 or 4.79% and exceeded the prior month's revenues by $2,348,465 or 5.2%.

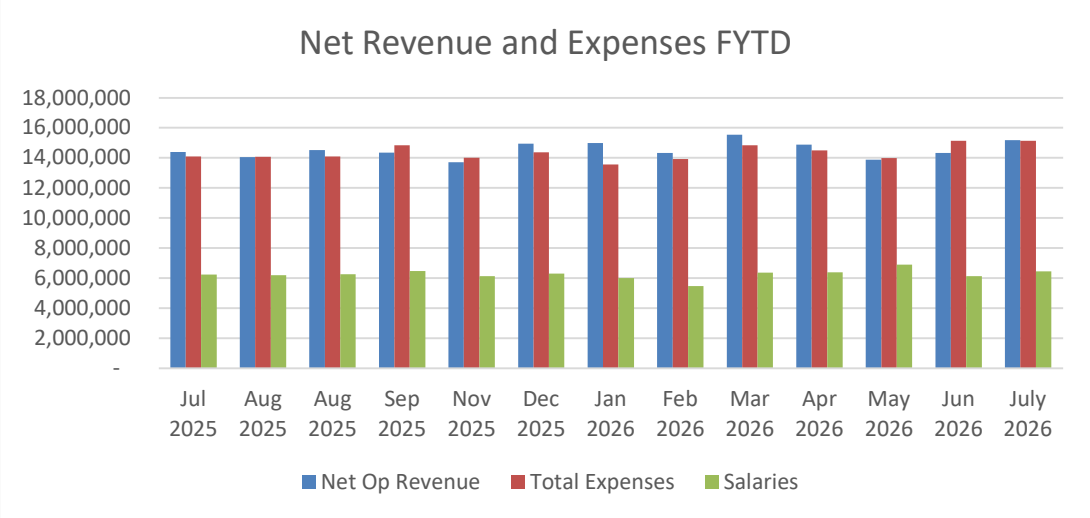
	Monthly Gross Revenue	Daily Gross Revenue
June	$44,933,986	$1,407,465
July	$47,282,451	$1,525,240

Operating Expenses:

In total, July operating expenses were over budget by $611,370 or 4.2%. July's daily expenses were $488,461 per day, which was lower than June's monthly expenses at $504,205 per day. Total staffing expenses for July were under budget by 1.25% while Benefits expenses were over budget by (11.13%). Total expenses for July exceeded the prior month expenses by ($16,772) or (0.12%).

	Monthly Expenses	Daily Expenses
June	$15,126,156	$504,205
July	$15,142,298	$488,461


Gross Revenue
52,000,000
50,000,000
48,000,000
46,000,000
44,000,000
42,000,000
40,000,000
Jul 2025
Aug 2025
Aug 2025
Sep 2025
Nov 2025
Dec 2025
Jan 2026
Feb 2026
Mar 2026
Apr 2026
May 2026
Jun 2026
July 2026

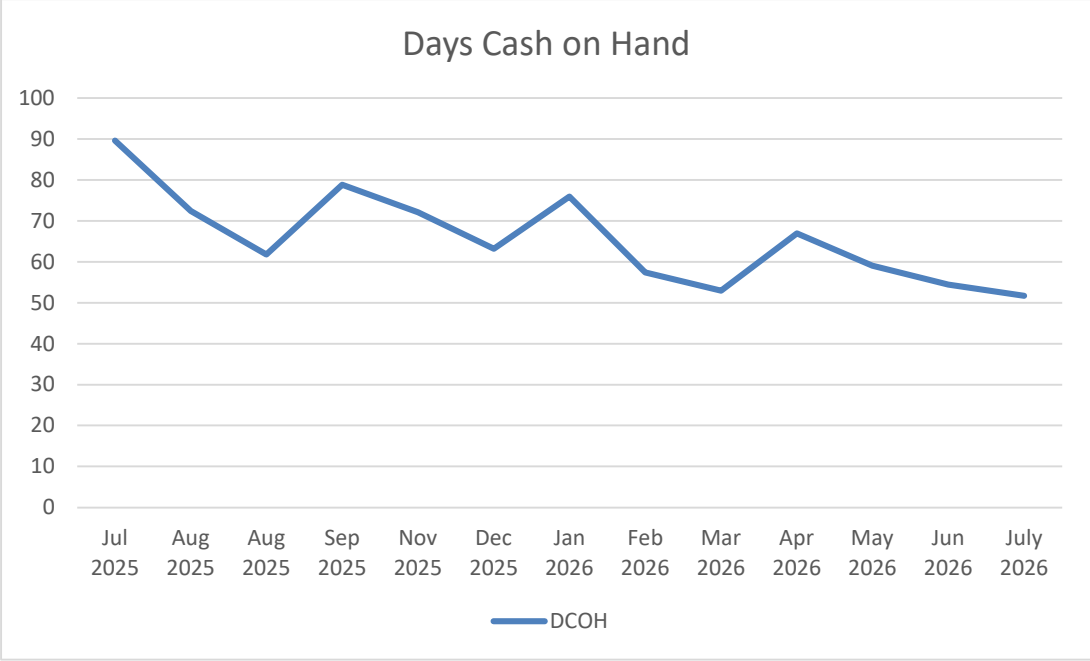

Net Revenue and Expenses FYTD
18,000,000
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
Jul 2025
Aug 2025
Aug 2025
Sep 2025
Nov 2025
Dec 2025
Jan 2026
Feb 2026
Mar 2026
Apr 2026
May 2026
Jun 2026
July 2026
Net Op Revenue
Total Expenses
Salaries

Bond Covenants:

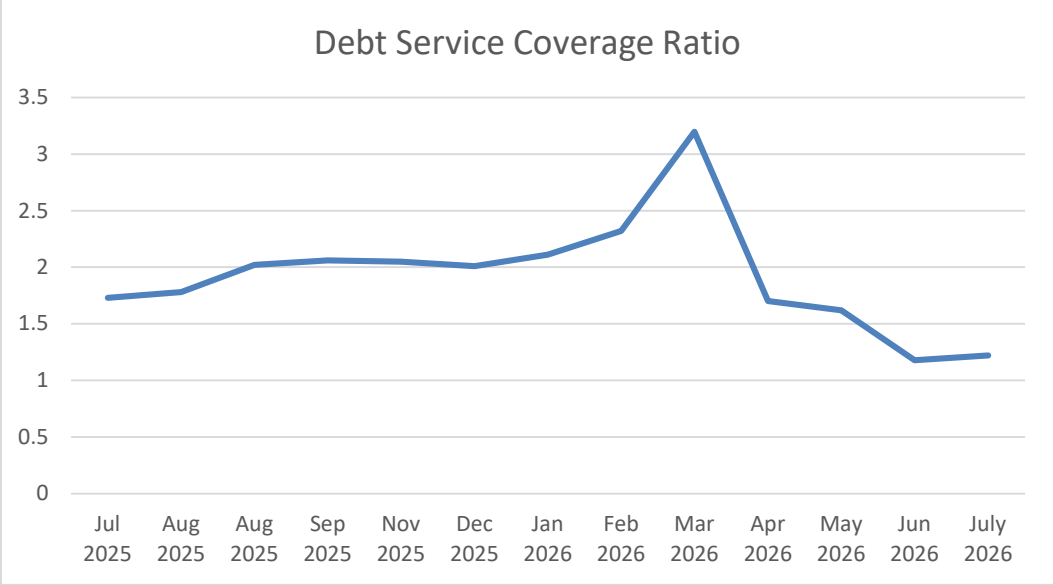
As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or "promises" to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (U.S. Bank) authorization to take 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 June 2026: 54.4 days cash on hand
end of July 2026: 51.7 days cash on hand

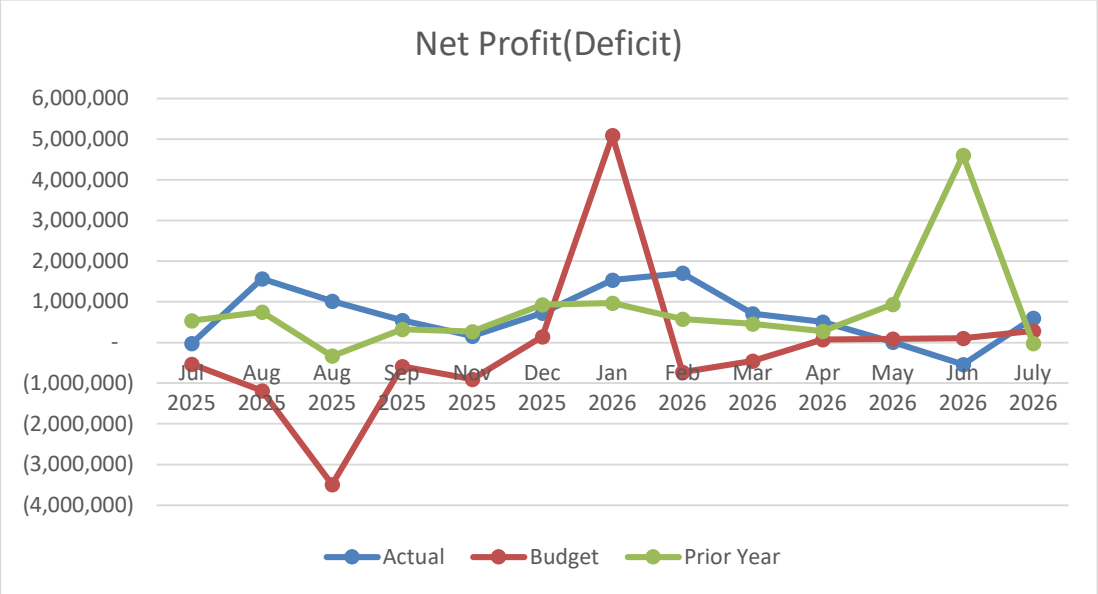


The District's debt service coverage ratio for June 2026 was 1.15 while the debt service coverage ratio for July 2026 was 1.22.



Net Excess/(Deficit):

Fiscal year-to-date, District operations have resulted in a profit of $599,025 against a budgeted profit of $101,958, which is ahead of the prior year-to-date loss of ($20,299).



END OF REPORT

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

THIS MONTH ACTUAL JUNE	LAST YEAR ACTUAL JULY	THIS MONTH ACTUAL JULY	THIS MONTH BUDGET JULY	% VAR		FYTD ACTUAL JULY	FYTD BUDGET JULY	% VAR	FYTD PRIOR YEAR JULY	% VAR
4,640	4,647	4,409	4,576	-3.65%	ADJ PATIENT DAYS	4,409	4,576	-3.65%	4,647	-5.14%
1,629	1,684	1,471	1,658	-11.28%	INPATIENT DAYS	1,471	1,658	-11.28%	1,684	-12.65%
529	555	542	533	1.69%	IP ADMISSIONS	542	533	1.69%	555	-2.34%
54	54	47	53	-11.28%	IP AVERAGE DAILY CENSUS	47	53	-11.28%	54	-12.65%
					GROSS PATIENT REVENUES					
15,775,768	16,407,173	15,775,844	16,407,174	-3.85%	INPATIENT REVENUE	15,775,844	16,407,174	-3.85%	16,407,173	-3.85%
1,945,750	1,774,557	2,026,945	1,774,557	14.22%	DAILY HOSPITAL SERVICES	2,026,945	1,774,557	14.22%	1,774,557	14.22%
13,830,018	14,632,616	13,748,899	14,632,616	-6.04%	INPATIENT ANCILLARY	13,748,899	14,632,616	-6.04%	14,632,616	-6.04%
29,158,218	28,872,822	31,506,607	28,872,822	9.12%	OUTPATIENT REVENUE	31,506,607	28,872,822	9.12%	28,872,822	9.12%
44,933,986	45,279,995	47,282,451	45,279,996	4.42%	TOTAL PATIENT REVENUES	47,282,451	45,279,996	4.42%	45,279,995	4.42%
					REVENUE DEDUCTIONS					
12,243,716	10,914,920	14,392,329	14,032,980	-2.56%	MEDICARE CONTRACTUAL	14,392,329	14,032,980	-2.56%	10,914,920	-31.86%
13,257,621	13,887,933	12,303,689	11,996,491	-2.56%	MEDICAL CONTRACTUAL	12,303,689	11,996,491	-2.56%	13,887,933	11.41%
-1,426,515	-1,322,496	-1,426,515	-2,387,729	40.26%	SUPPLEMENTAL PAYMENTS	-1,426,515	-2,387,729	40.26%	-1,322,496	-7.87%
0	0	0	0	100.00%	PRIOR YEAR RECOVERIES	0	0	100.00%	0	
5,799,416	6,876,265	6,373,252	6,214,124	-2.56%	OTHER DEDUCTIONS	6,373,252	6,214,124	-2.56%	6,876,265	7.32%
0	2,926	0	0	0.00%	CHARITY WRITE OFFS	0	0	#DIV/0!	2,926	100.00%
1,127,886	872,185	991,072	988,003	-0.31%	BAD DEBT PROVISION	991,072	988,003	-0.31%	872,185	-13.63%
-4,167	0	-4,167	0	0.00%	INDIGENT CARE WRITE OFFS	-4,167	0	#DIV/0!	0	#DIV/0!
30,997,957	31,231,733	32,629,660	30,843,869	-5.79%	TOTAL REVENUE DEDUCTIONS	32,629,660	30,843,869	-5.79%	31,231,733	-4.48%
13,936,029	14,048,262	14,652,791	14,436,127	1.50%	NET PATIENT REVENUES	14,652,791	14,436,127	1.50%	14,048,262	-4.30%
69.0%	69.0%	69.0%	68.1%			69.0%	68.1%		69.0%	
					OTHER OPERATING REVENUE					
0	0	0	4,167		GRANT REVENUES	0	4,167		0	#DIV/0!
393,777	339,253	515,309	459,597	12.12%	OTHER	515,309	459,597	12.12%	339,253	51.90%
393,777	339,253	515,309	463,764	11.11%	TOTAL OTHER REVENUE	515,309	463,764	11.11%	339,253	51.90%
14,329,806	14,387,515	15,168,100	14,899,891	1.80%	TOTAL OPERATING REVENUE	15,168,100	14,899,891	1.80%	14,387,515	5.43%
					OPERATING EXPENSES					
6,121,322	6,223,056	6,451,133	6,628,620	2.68%	SALARIES AND WAGES	6,451,133	6,628,620	2.68%	6,223,056	-3.67%
1,742,272	1,346,466	1,929,011	1,437,836	-34.16%	BENEFITS	1,929,011	1,437,836	-34.16%	1,346,466	-43.26%
57,901	191,671	93,739	147,607	36.49%	REGISTRY & CONTRACT	93,739	147,607	36.49%	191,671	51.09%
7,921,495	7,761,193	8,473,883	8,214,063	-3.16%	TOTAL STAFFING EXPENSE	8,473,883	8,214,063	-3.16%	7,761,193	-9.18%
1,931,851	1,562,084	1,619,173	1,602,861	-1.02%	PROFESSIONAL FEES	1,619,173	1,602,861	-1.02%	1,562,084	-3.65%
1,992,723	1,711,274	1,718,203	1,765,921	2.70%	SUPPLIES	1,718,203	1,765,921	2.70%	1,711,274	-0.40%
421,919	601,430	609,680	624,317	2.34%	PURCHASED SERVICES	609,680	624,317	2.34%	601,430	-1.37%
675,627	713,336	655,351	738,906	11.31%	REPAIR & MAINTENANCE	655,351	738,906	11.31%	713,336	8.13%
481,811	309,556	382,604	375,647	-1.85%	DEPRECIATION & AMORT	382,604	375,647	-1.85%	309,556	-23.60%
221,937	246,647	282,436	271,985	-3.84%	INSURANCE	282,436	271,985	-3.84%	246,647	-14.51%
252,766	295,732	249,478	303,126	17.70%	HOSPITALIST PROGRAM	249,478	303,126	17.70%	295,732	15.64%
1,226,027	879,760	1,152,120	940,332	-22.52%	OTHER	1,152,120	940,332	-22.52%	879,760	-30.96%
15,126,156	14,081,013	15,142,928	14,837,158	-2.06%	TOTAL OPERATING EXPENSES	15,142,928	14,837,158	-2.06%	14,081,013	-7.54%
-796,350	306,502	25,172	62,733	59.87%	TOTAL OPERATING MARGIN	25,172	62,733	-59.87%	306,502	91.79%
					NON OPER REVENUE(EXPENSE)					
55,108	-1,109,043	255,998	50,178	410.18%	OTHER NON-OP REV (EXP)	255,998	50,178	410.18%	-1,109,043	-123.08%
	715,753		0	0.00%	FEMA FUNDS	0	0	100.00%	715,753	0.00%
252,368	117,632	369,000	225,987	63.28%	DISTRICT TAX REVENUES	369,000	225,987	63.28%	117,632	213.69%
-51,144	-51,144	-51,144	-50,180	-1.92%	INTEREST EXPENSE	-51,144	-50,180	-1.92%	-51,144	0.00%
256,332	-326,802	573,853	225,985	153.93%	TOTAL NON-OP REV (EXPENSE)	573,853	225,985	153.93%	-326,802	-275.60%
-540,018	-20,300	599,025	288,718	-107.48%	NET EXCESS / (DEFICIT)	599,025	288,718	-107.48%	-20,300	3050.86%
880.80	851.38	866.83	1,086.32	20.21%	TOTAL PAID FTE'S (Inc Reg & Cont.)	866.83	1,086.32	20.21%	851.38	-1.82%
743.79	756.67	764.12	1,062.66	28.09%	TOTAL WORKED FTE'S	764.12	1,062.66	28.09%	756.67	-0.98%
3.67	19.86	5.32	14.94	64.40%	TOTAL CONTRACT FTE'S	5.32	14.94	64.40%	19.86	73.21%

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JULY 31, 2026

	JUN 2026	JUL 2026	JUL 2025
ASSETS			
CURRENT ASSETS			
CASH	$25,271,760	$16,207,325	$37,601,401
CASH - PEER ACCT	$0	$0	$0
CASH - NORIDIAN AAP FUNDS	$0	$0	$0
CASH - 3RD PRTY REPAYMENTS	-$435,703	$7,548,022	$2,618,646
CDs - LAIF & CVB	$66,244	$72,198	$66,244
ACCOUNTS RECEIVABLE - PATIENTS	$104,729,770	$102,932,789	$106,145,755
LESS: ALLOWANCE FOR BAD DEBTS	-$5,238,901	-$5,607,577	-$4,079,008
LESS: ALLOWANCE FOR CONTRACTUALS	-$51,710,134	-$48,152,741	-$72,206,745
NET ACCTS RECEIVABLE	$47,780,735	$49,172,471	$29,860,003
	45.62%	47.77%	28.13%
ACCOUNTS RECEIVABLE - OTHER	$24,453,021	$64,871,050	$31,812,241
COST REPORT RECEIVABLES	-$3,030,094	$0	$59,499
INVENTORIES - SUPPLIES	$3,709,595	$2,617,658	$3,193,746
PREPAID EXPENSES	$2,210,849	$2,922,240	$3,204,440
TOTAL CURRENT ASSETS	$100,026,407	$143,410,964	$108,416,219
OTHER ASSETS			
PROJECT FUND 2017 BONDS	$1,434,374	$870,290	$540,703
BOND RESERVE FUND 2017 BONDS	$968,373	$968,373	$968,373
LIMITED USE ASSETS	$5,534	$10,430	$4,890
NORIDIAN AAP FUNDS	$0	$0	$0
GASB87 LEASES	$57,780,122	$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	$60,878,091	$60,318,903	$62,733,013
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	$69,582,254	$69,660,657	$66,465,310
CONSTRUCTION IN PROGRESS	$6,973,290	$6,987,450	$5,949,351
LESS: ACCUMULATED DEPRECIATION	-$107,747,013	-$108,129,618	-$103,860,084
NET PROPERY, PLANT, AND EQUIPMENT	$39,562,337	$39,272,294	$35,525,384
TOTAL ASSETS	$200,466,835	$243,002,161	$206,674,616

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JULY 31, 2026

	JUN 2026	JUL 2026	JUL 2025
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	$4,131,472	$3,541,056	$4,525,724
ACCOUNTS PAYABLE - ACCRUALS	$3,240,871	$37,448,163	$8,930,415
PAYROLL & BENEFITS PAYABLE - ACCRUALS	$6,435,536	$7,027,253	$8,136,756
COST REPORT PAYABLES & RESERVES	-$435,703	$7,548,022	$2,618,646
NORIDIAN AAP FUNDS	$0	$0	$0
CURR PORTION- GO BONDS PAYABLE	$0	$0	$0
CURR PORTION- 2017 REVENUE BONDS PAYABLE	$335,000	$355,000	$335,000
INTEREST PAYABLE- GO BONDS	$1,917	$1,917	$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	$799,417	$542,146	$214,996
OTHER - TAX ADVANCE IMPERIAL COUNTY	$0	$0	$0
DEFERRED HHS CARES RELIEF FUNDS	$0	$0	$1,116,224
CURR PORTION- LEASE LIABILITIES(GASB 87)	$4,202,544	$4,202,544	$4,071,774
SKILLED NURSING OVER COLLECTIONS	$4,214,827	$4,437,436	$2,692,071
CURR PORTION- SKILLED NURSING CTR ADVANCE	$0	$0	$0
CURRENT PORTION OF LONG-TERM DEBT	$6,204,850	$6,204,850	$1,037,037
TOTAL CURRENT LIABILITIES	$29,130,731	$71,308,388	$33,680,560
LONG TERM DEBT AND OTHER LIABILITIES			
PMH RETIREMENT FUND - ACCRUAL	$282,296	$397,927	$658,000
NOTES PAYABLE - EQUIPMENT PURCHASES	$0	$20,222,222	$26,962,963
LOANS PAYABLE - DISTRESSED HOSP. LOAN	$20,222,222	$0	$0
LOANS PAYABLE - CHFFA NDPH	$0	$0	$0
BONDS PAYABLE G.O BONDS	$0	$0	$0
BONDS PAYABLE 2017 SERIES	$14,105,210	$13,748,224	$14,127,047
LONG TERM LEASE LIABILITIES (GASB 87)	$55,752,368	$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	$90,637,534	$90,396,180	$100,230,538
FUND BALANCE AND DONATED CAPITAL	$72,783,818	$80,698,569	$72,783,817
NET SURPLUS (DEFICIT) CURRENT YEAR	$7,914,751	$599,025	-$20,300
TOTAL FUND BALANCE	$80,698,569	$81,297,594	$72,763,517
TOTAL LIABILITIES AND FUND BALANCE	$200,466,834	$243,002,161	$206,674,615

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
	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	
ADJ PATIENT DAYS	4,044	4,407	3,843	3,835	4,616	5,099	5,048	5,454	4,636	4,369	4,640	4,409	54,320
INPATIENT DAYS	1,458	1,651	1,435	1,472	1,766	1,849	1,862	1,862	1,638	1,526	1,629	1,471	19,619
IP ADMISSIONS	500	518	486	519	591	544	535	535	515	520	529	542	6,334
IP AVERAGE DAILY CENSUS	47	55	48	49	57	60	67	60	55	49	54	47	648
GROSS PATIENT REVENUES													
INPATIENT REVENUE	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	15,775,844	200,426,811
DAILY HOSPITAL SERVICES	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	2,026,945	23,720,799
INPATIENT ANCILLARY	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	13,748,899	176,706,012
OUTPATIENT ANCILLARY	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	31,506,607	354,499,331
TOTAL PATIENT REVENUES	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	47,282,451	554,926,143
REVENUE DEDUCTIONS													
MEDICARE CONTRACTUAL	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	14,392,329	135,573,053
MEDICAL CONTRACTUAL	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	12,303,689	170,299,605
SUPPLEMENTAL PAYMENTS	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	-1,426,515	-10,158,261
PRIOR YEAR RECOVERIES	994,668	0	-243,579	0	0	0	0	0	0	0	0	0	751,089
OTHER DEDUCTIONS	-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	6,373,252	77,543,665
CHARITY WRITE OFFS	159,173	1,375,831	390,992	0	0	0	0	0	0	0	0	0	1,925,996
BAD DEBT PROVISION	-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	991,072	8,776,573
INDIGENT CARE WRITE OFFS	0	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-45,837
TOTAL REVENUE DEDUCTIONS	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	32,629,660	384,665,883
NET PATIENT REVENUES	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	14,652,791	170,260,259
	68.95%	69.05%	71.38%	69.01%	69.11%	69.58%	69.05%	68.97%	69.53%	68.98%	68.99%	69.01%	69.32%
OTHER OPERATING REVENUE													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	424,312	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	332,393	393,777	515,309	5,725,006
TOTAL OTHER REVENUE	424,312	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	332,393	393,777	515,309	5,725,006
TOTAL OPERATING REVENUE	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	15,168,100	175,985,266
OPERATING EXPENSES													
SALARIES AND WAGES	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	6,451,133	74,981,261
BENEFITS	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	1,929,011	20,676,781
REGISTRY & CONTRACT	114,483	157,463	183,055	183,990	184,189	205,392	232,175	170,968	137,443	117,438	57,901	93,739	1,838,236
TOTAL STAFFING EXPENSE	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	8,473,883	97,496,278
PROFESSIONAL FEES	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	1,619,173	19,219,300
SUPPLIES	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	1,718,203	19,717,782
PURCHASED SERVICES	680,238	693,069	730,849	728,043	675,807	644,794	593,279	557,492	572,716	584,447	421,919	609,680	7,492,332
REPAIR & MAINTENANCE	617,305	666,485	471,500	603,894	674,653	655,292	621,776	520,643	628,824	685,137	675,627	655,351	7,476,487
PHYSICIAN GUARANTEES		0	0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORT	309,566	309,556	309,556	309,555	309,555	371,466	371,466	371,466	371,466	371,466	481,811	382,604	4,269,533
INSURANCE	286,130	292,266	273,371	326,217	223,636	207,264	227,964	217,145	227,251	221,936	221,937	282,436	3,007,553
HOSPITALIST PROGRAM	244,175	253,042	256,382	164,853	0	253,111	222,178	262,387	228,320	231,102	252,766	249,478	2,617,795
OTHER	908,378	989,919	1,170,707	849,319	948,025	616,764	840,324	899,754	557,220	988,121	1,226,027	1,152,120	11,146,678
TOTAL OPERATING EXPENSES	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	15,142,928	172,443,739
TOTAL OPERATING MARGIN	-37,571	881,618	401,336	-298,488	579,083	1,419,915	412,649	703,994	369,393	-119,225	-796,350	25,172	3,541,527
NON OPER REVENUE(EXPENSE)													
OTHER NON-OPS REVENUE	171,783	68,041	79,378	391,419	77,861	53,158	194,298	-61,970	66,411	44,734	55,108	255,998	1,396,219
FEMA FUNDS	0	0	0	0	0	0	0	0	0	0	0	0	0
DISTRICT TAX REVENUES	117,632	117,632	117,632	117,632	117,632	117,632	1,152,541	117,632	117,632	132,398	252,368	369,000	2,847,363
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	1,362,695	0	0	0	0	0	0	0	0	0	0	0	1,362,695
TOTAL NON-OPS REVENUE(EXPENSE)	1,600,966	134,529	145,866	457,907	144,349	119,646	1,295,695	4,518	132,899	125,988	256,332	573,853	4,992,549
NET EXCESS / (DEFICIT)	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	599,025	8,534,076
TOTAL PAID FTE'S (Inc Reg & Cont.)	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	866.83	1,069.48
TOTAL WORKED FTE'S	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	764.12	925.33
TOTAL CONTRACT FTE'S	14.68	16.53	17.51	18.53	18.77	19.23	22.88	16.49	15.28	9.76	3.76	5.32	14.90
PAID FTE'S - HOSPITAL	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	759.84	953.53
WKD FTE'S - HOSPITAL	1,003.78	762.67	831.61	896.47	933.80	975.26	1,127.18	751.52	638.65	668.15	649.95	666.18	825.78

Imperial Valley Healthcare District - Financial Indicators Report
(Based on Prior 12 Months Activities)
For The 12 Months Ending: July 31, 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.

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

$$\text{DSCR} = \frac{\$13,417,330}{\$11,021,122} = \mathbf{1.22}$$

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:)

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

$$\text{DCOHR} = \frac{\$23,827,545}{\frac{\$168,174,213}{365}} = \mathbf{51.7}$$

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.

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

$$\text{L.T.D.-C.R.} = \frac{\$100,130,208}{\$181,368,791} = \mathbf{55.2}$$

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

	Current Month 7/31/2026	Year-To-Date 1 Month 7/31/2026
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	599,025	599,025
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	$382,606	$382,606
(Increase)/Decrease in Net Patient Accounts Receivable	($1,391,736)	($1,391,736)
(Increase)/Decrease in Other Receivables	($40,418,029)	($40,418,029)
(Increase)/Decrease in Inventories	$1,091,937	$1,091,937
(Increase)/Decrease in Pre-Paid Expenses	($711,391)	($711,391)
(Increase)/Decrease in Other Current Assets	($3,030,094)	($3,030,094)
Increase/(Decrease) in Accounts Payable	($590,416)	($590,416)
Increase/(Decrease) in Notes and Loans Payable	$34,207,292	$34,207,292
Increase/(Decrease) in Accrued Payroll and Benefits	$591,717	$591,717
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	$7,746,455	$7,746,455
Net Cash Provided by Operating Activities:	**(1,522,634)**	**($1,522,634)**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	($92,563)	($92,563)
(Increase)/Decrease in Limited Use Cash and Investments	($4,896)	($4,896)
(Increase)/Decrease in Other Limited Use Assets	$564,084	$564,084
(Increase)/Decrease in Other Assets	$0	$0
Net Cash Used by Investing Activities	**$466,625**	**$466,625**
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	($356,986)	($356,986)
Increase/(Decrease) in Capital Lease Debt	$0	$0
Increase/(Decrease) in Other Long Term Liabilities	$338,240	$338,240
Net Cash Used for Financing Activities	**($18,746)**	**($18,746)**
(INCREASE)/DECREASE IN RESTRICTED ASSETS	**($1)**	**($1)**
Net Increase/(Decrease) in Cash	**($1,074,756)**	**($1,074,756)**
Cash, Beginning of Period	$24,902,301	$24,902,301
Cash, End of Period	**$23,827,545**	**$23,827,545**

Key Operating Indicators
July 2026

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
Volumes						
Admits	542	533	555	542	533	555
ICU	140	99	76	140	99	76
Med/Surgical	974	1,095	1,070	974	1,095	1,070
Newborn ICU	41	97	145	41	97	145
Pediatrics	24	63	57	24	63	57
Obstetrics	292	304	336	292	304	336
Total Patient Days	1,471	1,658	1,684	1,471	1,658	1,684
Adjusted Patient Days	4,409	4,576	4,647	4,409	4,576	4,647
Average Daily Census	47	53	54	47	53	54
Average Length of Stay	1.88	2.61	2.28	5.06	2.61	2.28
Deliveries	144	98	151	144	98	151
E/R Visits	3,431	3,734	3,297	3,431	3,734	3,297
Surgeries	278	240	261	278	240	261
GI Scopes - ASC	151	35	175	151	35	175
Wound Care	107	101	297	107	101	297
Pioneers Health Center	2,169	2,503	2,654	2,169	2,503	2,654
Calexico Visits	938	982	1,124	938	982	1,124
Pioneers Children	460	695	660	460	695	660
Outpatients (non-ER/Clinics)	6,661	8,265	6,548	6,661	8,265	6,548
Surgical Health	31	58	75	31	58	75
Urology	251	254	353	251	254	353
WHAP	332	336	378	332	336	378
C-WHAP	239	507	738	239	507	738
CDLD	132	166	135	132	166	135
Skilled Nursing	2,199	2,155	2,239	2,199	2,155	2,239
FTE's						
Worked	764.12	1,062.66	756.67	764.12	1,062.66	756.67
Paid	866.83	1,086.32	851.38	866.83	1,086.32	851.38
Contract FTE's	5.32	14.94	19.86	5.32	14.94	19.86
FTE's APD (Worked)	5.37	7.20	5.05	5.37	84.77	5.05
FTE's APD (Paid)	6.10	7.36	5.68	6.10	86.66	5.68
Net Income						
Operating Revenues	15,168,100	14,899,891	14,387,515	15,168,100	$14,899,891	14,387,515
Operating Margin	25,172	62,733	306,502	25,171	$62,733	306,502
Operating Margin %	0.2%	0.4%	2.1%	0.2%	0.4%	2.1%
Total Margin	599,025	288,718	(20,300)	599,024	$288,718	(20,300)
Total Margin %	3.9%	1.9%	-0.1%	3.9%	1.9%	-0.1%

Exhibit A - July 2026

Key Volume Stats -Trend Analysis

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
Deliveries														
Actual	144	0	0	0	0	0	0	0	0	0	0	0	144	144
Budget	98	98	98	98	98	98	98	98	98	98	98	98	1,176	98
Prior FY 2026	151	167	153	167	139	172	159	137	162	141	146	140	2,201	151
E/R Visits														
Actual	3,431	0	0	0	0	0	0	0	0	0	0	0	3,431	3,431
Budget	3,734	3,734	3,734	3,734	3,734	3,734	3,734	3,734	3,734	3,734	3,734	3,734	44,808	3,734
Prior FY 2026	3,297	3,346	3,710	3,318	3,605	3,849	4,154	4,062	4,263	3,640	3,675	3,303	43,064	3,297
Surgeries														
Total Actual	278	0	0	0	0	0	0	0	0	0	0	0	278	278
Total Budget	240	240	240	240	240	240	240	240	240	240	240	240	2,880	240
Prior FY 2026	261	258	236	222	189	186	197	211	271	288	254	312	3,510	261
Calexico														
Actual	938	0	0	0	0	0	0	0	0	0	0	0	938	938
Budget	982	982	982	982	982	982	982	982	982	982	982	982	11,784	982
Prior FY 2026	1,124	961	1,002	914	900	958	974	986	1,021	1,033	919	1,053	11,845	1,124
Pioneers Health Center														
Actual	2,169	0	0	0	0	0	0	0	0	0	0	0	2,169	2,169
Budget	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	30,036	2,503
Prior FY 2026	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	2,654
Pioneers Children														
Actual	460	0	0	0	0	0	0	0	0	0	0	0	460	460
Budget	695	695	695	695	695	695	695	695	695	695	695	695	8,340	695
Prior FY 2026	660	734	766	622	573	673	754	748	722	741	629	649	8,271	660
Outpatients														
Actual	6,661	0	0	0	0	0	0	0	0	0	0	0	6,661	6,661
Budget	8,265	8,265	8,265	8,265	8,265	8,265	8,265	8,265	8,265	8,265	8,265	8,265	99,180	8,265
Prior FY 2026	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	6,548
Wound Care														
Actual	107	0	0	0	0	0	0	0	0	0	0	0	107	107
Budget	101	101	101	101	101	101	101	101	101	101	101	101	1,212	101
Prior FY 2025	297	281	272	323	237	272	280	303	325	281	235	282	3,388	297
WHAP														
Actual	332	0	0	0	0	0	0	0	0	0	0	0	332	332
Budget	336	336	336	336	336	336	336	336	336	336	336	336	4,032	336
Prior FY 2026	378	373	383	324	276	327	321	281	357	369	356	375	4,120	378
C-WHAP														
Actual	239	0	0	0	0	0	0	0	0	0	0	0	239	239
Budget	507	507	507	507	507	507	507	507	507	507	507	507	6,084	507
Prior FY 2026	738	657	651	424	403	414	362	383	529	539	449	609	6,158	738

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

ECRMC LAST YEAR ACTUAL JUL	IVHD LAST YEAR ACTUAL JUL	CONSOL. LAST YEAR ACTUAL JUL	ECRMC THIS MONTH ACTUAL JUL	IVHD THIS MONTH ACTUAL JUL	CONSOL. THIS MONTH ACTUAL JUL		ECRMC FYTD ACTUAL JUL	IVHD FYTD ACTUAL JUL	CONSOL. FYTD ACTUAL JUL	ECRMC FYTD PRIOR YEAR JUL	IVHD FYTD PRIOR YEAR JUL	CONSOL. FYTD PRIOR YEAR JUL
						GROSS PATIENT REVENUES						
17,754,407	16,407,173	34,161,580	14,588,395	15,775,844	30,364,240	INPATIENT REVENUE	14,588,395	15,775,844	30,364,240	17,754,407	16,407,173	34,161,580
46,397,289	28,872,822	75,270,111	44,011,650	31,506,607	75,518,257	OUTPATIENT REVENUE	44,011,650	31,506,607	75,518,257	46,397,289	28,872,822	75,270,111
64,151,696	45,279,995	109,431,691	58,600,045	47,282,451	105,882,496	TOTAL PATIENT REVENUES	58,600,045	47,282,451	105,882,496	64,151,696	45,279,995	109,431,691
						REVENUE DEDUCTIONS						
22,124,355	10,914,920	33,039,275	16,390,280	14,392,329	30,782,609	MEDICARE CONTRACTUAL	16,390,280	14,392,329	30,782,609	22,124,355	10,914,920	33,039,275
1,586,386	13,887,933	15,474,319	2,876,531	12,303,689	15,180,220	MEDICAL CONTRACTUAL	2,876,531	12,303,689	15,180,220	1,586,386	13,887,933	15,474,319
-2,474,250	-1,322,496	-3,796,746	-1,738,737	-1,426,515	-3,165,252	SUPPLEMENTAL PAYMENTS	-1,738,737	-1,426,515	-3,165,252	-2,474,250	-1,322,496	-3,796,746
0	0	0	0	0	0	PRIOR YEAR RECOVERIES	0	0	0	0	0	0
26,333,037	6,876,265	33,209,302	27,244,821	6,373,252	33,618,073	OTHER DEDUCTIONS	27,244,821	6,373,252	33,618,073	26,333,037	6,876,265	33,209,302
164,614	2,926	167,540	96,321	0	96,321	CHARITY WRITE OFFS	96,321	0	96,321	164,614	2,926	167,540
636,967	872,185	1,509,152	2,292	991,072	993,364	BAD DEBT PROVISION	2,292	991,072	993,364	636,967	872,185	1,509,152
0	0	0	0	-4,167	-4,167	INDIGENT CARE WRITE OFFS	0	-4,167	-4,167	0	0	0
48,371,109	31,231,733	79,602,842	44,871,508	32,629,660	77,501,168	TOTAL REVENUE DEDUCTIONS	44,871,508	32,629,660	77,501,168	48,371,109	31,231,733	79,602,842
15,780,587	14,048,262	29,828,849	13,728,537	14,652,791	28,381,328	NET PATIENT REVENUES	13,728,537	14,652,791	28,381,328	15,780,587	14,048,262	29,828,849
						OTHER OPERATING REVENUE						
0	0	0	0	0	0	GRANT REVENUES	0	0	0	0	0	0
89,685	339,253	428,938	215,859	515,309	731,168	OTHER	215,859	515,309	731,168	89,685	339,253	428,938
89,685	339,253	428,938	215,859	515,309	731,168	TOTAL OTHER REVENUE	215,859	515,309	731,168	89,685	339,253	428,938
15,870,272	14,387,515	30,257,787	13,944,396	15,168,100	29,112,496	TOTAL OPERATING REVENUE	13,944,396	15,168,100	29,112,496	15,870,272	14,387,516	30,257,788
						OPERATING EXPENSES						
5,038,377	6,223,056	11,261,433	5,465,603	6,451,133	11,916,737	SALARIES AND WAGES	5,465,603	6,451,133	11,916,737	5,038,377	6,223,056	11,261,433
1,633,102	1,346,466	2,979,568	2,063,499	1,929,011	3,992,510	BENEFITS	2,063,499	1,929,011	3,992,510	1,633,102	1,346,466	2,979,568
112,894	191,671	304,565	217,277	93,739	311,015	REGISTRY & CONTRACT	217,277	93,739	311,015	112,894	191,671	304,565
6,784,373	7,761,193	14,545,566	7,746,379	8,473,883	16,220,262	TOTAL STAFFING EXPENSE	7,746,379	8,473,883	16,220,262	6,784,373	7,761,193	14,545,566
1,211,055	1,562,084	2,773,139	1,376,837	1,619,173	2,996,009	PROFESSIONAL FEES	1,376,837	1,619,173	2,996,009	1,211,055	1,562,084	2,773,139
2,853,381	1,711,274	4,564,655	2,664,251	1,718,203	4,382,454	SUPPLIES	2,664,251	1,718,203	4,382,454	2,853,381	1,711,274	4,564,655
270,941	601,430	872,371	137,329	609,680	747,009	PURCHASED SERVICES	137,329	609,680	747,009	270,941	601,430	872,371
634,438	713,336	1,347,774	628,639	655,351	1,283,990	REPAIR & MAINTENANCE	628,639	655,351	1,283,990	634,438	713,336	1,347,774
576,457	309,556	886,013	619,339	382,604	1,001,943	DEPRECIATION & AMORT	619,339	382,604	1,001,943	576,457	309,556	886,013
224,229	246,647	470,876	186,287	282,436	468,723	INSURANCE	186,287	282,436	468,723	224,229	246,647	470,876
301,244	295,732	596,976	304,343	249,478	553,822	HOSPITALIST PROGRAM	304,343	249,478	553,822	301,244	295,732	596,976
904,369	879,760	1,784,129	938,455	1,152,120	2,090,575	OTHER	938,455	1,152,120	2,090,575	904,369	879,760	1,784,129
13,760,487	14,081,013	27,841,500	14,601,860	15,142,928	29,744,788	TOTAL OPERATING EXPENSES	14,601,860	15,142,928	29,744,788	13,760,487	14,081,013	27,841,500
2,109,785	306,502	2,416,287	-657,464	25,172	-632,292	TOTAL OPERATING MARGIN	-657,464	25,172	-632,292	2,109,785	306,503	2,416,288
						NON OPER REVENUE(EXPENSE)						
177,171	-1,109,043	-931,872	0	255,998	255,998	OTHER NON-OP REV (EXP)	0	255,998	255,998	177,171	-1,109,043	-931,872
0	715,753	715,753	0		0	FEMA FUNDS	0		0	0	715,753	715,753
0	117,632	117,632	0	369,000	369,000	DISTRICT TAX REVENUES	0	369,000	369,000	0	117,632	117,632
586,164	-51,144	535,020	396,716	-51,144	345,572	INTEREST EXPENSE	396,716	-51,144	345,572	586,164	-51,144	535,020
-408,993	-326,802	-735,795	396,716	573,853	970,569	TOTAL NON-OP REV (EXPENSE)	396,716	573,853	970,569	-408,993	-326,802	-735,795
1,700,792	-20,299	1,680,493	-1,054,180	599,025	-455,154	NET EXCESS / (DEFICIT)	-1,054,180	599,025	338,277	1,700,792	-20,299	1,680,493
3,583,013	340,401	3,923,414	408,579	1,032,773	1,441,352	EBIDA	408,579	1,032,773	1,441,352	3,583,013	340,401	3,923,414

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JUL 31, 2026

	ECRMC JUN 2026	IVHD JUN 2026	CONSOL. JUN 2026	ECRMC JUL 2026	IVHD JUL 2026	CONSOL. JUL 2026	ECRMC JUL 2025	IVHD JUL 2025	CONSOL. JUL 2025
ASSETS									
CURRENT ASSETS									
CASH	$10,842,421	$25,271,760	$36,114,181	$6,776,854	$16,207,325	$22,984,179	$4,137,414	$37,601,401	$41,738,815
CASH - 3RD PRTY REPAYMENTS	$0	-$435,703	-$435,703	$0	$7,548,022	$7,548,022	$0	$2,618,646	$2,618,646
CDs - LAIF & CVB	$0	$66,244	$66,244	$0	$72,198	$72,198	$0	$66,244	$66,244
ACCOUNTS RECEIVABLE - PATIENTS	$21,318,975	$104,729,770	$126,048,745	$22,508,621	$102,932,789	$125,441,410	$36,415,835	$106,145,755	$142,561,590
LESS: ALLOWANCE FOR BAD DEBTS	$0	-$5,238,901	-$5,238,901	$0	-$5,607,577	-$5,607,577	$0	-$4,079,008	-$4,079,008
LESS: ALLOWANCE FOR CONTRACTUALS	$0	-$51,710,134	-$51,710,134	$0	-$48,152,741	-$48,152,741	$0	-$72,206,745	-$72,206,745
NET ACCTS RECEIVABLE	$21,318,975	$47,780,735	$69,099,710	$22,508,621	$49,172,471	$71,681,092	$36,415,835	$29,860,003	$66,275,838
ACCOUNTS RECEIVABLE - OTHER	$25,369,597	$24,453,021	$49,822,618	$27,832,998	$64,871,050	$92,704,048	$20,633,232	$31,812,241	$52,445,473
COST REPORT RECEIVABLES	$0	-$3,030,094	-$3,030,094	$0	$0	$0	$0	$59,499	$59,499
INVENTORIES - SUPPLIES	$2,951,571	$3,709,595	$6,661,166	$2,942,078	$2,617,658	$5,559,736	$2,943,820	$3,193,746	$6,137,566
PREPAID EXPENSES	$1,455,185	$2,210,849	$3,666,034	$1,874,510	$2,922,240	$4,796,750	$1,804,460	$3,204,440	$5,008,900
TOTAL CURRENT ASSETS	$61,937,749	$100,026,407	$161,964,156	$61,935,061	$143,410,964	$205,346,025	$65,934,761	$108,416,219	$174,350,980
OTHER ASSETS									
PROJECT FUND 2017 BONDS	$0	$1,434,374	$1,434,374	$0	$870,290	$870,290	$0	$540,703	$540,703
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	$14,387,849	$5,534	$14,393,383	$10,443,296	$10,430	$10,453,726	$10,209,146	$4,890	$10,214,036
GASB87 LEASES	$0	$57,780,122	$57,780,122	$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	$647,238	$420,000	$1,067,238	$647,238	$420,000	$1,067,238	$819,946	$420,000	$1,239,946
TOTAL OTHER ASSETS	$15,035,087	$60,878,091	$75,913,178	$11,090,534	$60,318,903	$71,409,437	$11,029,092	$62,733,013	$73,762,105
PROPERTY, PLANT AND EQUIPMENT									
LAND	$1,773,456	$6,883,276	$8,656,732	$1,773,456	$6,883,276	$8,656,732	$1,807,261	$3,275,776	$5,083,037
BUILDINGS & IMPROVEMENTS	$205,211,039	$63,870,530	$269,081,569	$205,211,091	$63,870,530	$269,081,621	$209,122,780	$63,695,030	$272,817,810
EQUIPMENT	$91,935,773	$69,582,254	$161,518,027	$91,956,650	$69,660,657	$161,617,307	$93,709,508	$66,465,310	$160,174,818
CONSTRUCTION IN PROGRESS	$3,256,337	$6,973,290	$10,229,627	$3,301,374	$6,987,450	$10,288,824	$3,364,304	$5,949,351	$9,313,655
LESS: ACCUMULATED DEPRECIATION	-$146,478,798	-$107,747,013	-$254,225,811	-$147,107,347	-$108,129,618	-$255,236,965	-$149,911,476	-$103,860,084	-$253,771,560
NET PROPERY, PLANT, AND EQUIPMENT	$155,697,807	$39,562,337	$195,260,144	$155,135,224	$39,272,294	$194,407,518	$158,092,378	$35,525,384	$193,617,762
TOTAL ASSETS	$232,670,643	$200,466,835	$433,137,478	$228,160,819	$243,002,161	$471,162,980	$235,056,231	$206,674,616	$441,730,847
LIABILITIES AND FUND BALANCES									
CURRENT LIABILITIES									
ACCOUNTS PAYABLE - CASH REQUIREMENTS	$0	$4,131,472	$4,131,472	$0	$3,541,056	$3,541,056	$0	$4,525,724	$4,525,724
ACCOUNTS PAYABLE - ACCRUALS	$29,429,619	$3,240,871	$32,670,490	$25,168,738	$37,448,163	$62,616,901	$22,905,172	$8,930,415	$31,835,587
PAYROLL & BENEFITS PAYABLE - ACCRUALS	$11,713,037	$6,435,536	$18,148,573	$10,292,458	$7,027,253	$17,319,711	$9,006,556	$8,136,756	$17,143,312
COST REPORT PAYABLES & RESERVES	$0	-$435,703	-$435,703	$0	$7,548,022	$7,548,022	$0	$2,618,646	$2,618,646
CURR PORTION- 2017 REVENUE BONDS PAYABLE	$0	$335,000	$335,000	$0	$355,000	$355,000	$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	$799,417	$799,417	$0	$542,146	$542,146	$0	$214,996	$214,996
CURR PORTION- LEASE LIABILITIES(GASB 87)	$0	$4,202,544	$4,202,544	$0	$4,202,544	$4,202,544	$903,476	$4,071,774	$4,975,250
SKILLED NURSING OVER COLLECTIONS	$0	$4,214,827	$4,214,827	$0	$4,437,436	$4,437,436	$0	$2,692,071	$2,692,071
CURRENT PORTION OF LONG-TERM DEBT	$0	$6,204,850	$6,204,850	$0	$6,204,850	$6,204,850	$26,962,422	$1,037,037	$27,999,459
TOTAL CURRENT LIABILITIES	$41,142,657	$29,130,731	$70,273,388	$35,461,196	$71,308,388	$106,769,584	$61,192,626	$33,680,560	$94,873,186
LONG TERM DEBT AND OTHER LIABILITIES									
PMH RETIREMENT FUND - ACCRUAL	$0	$282,296	$282,296	$0	$397,927	$397,927	$0	$658,000	$658,000
LOANS PAYABLE - DISTRESSED HOSP. LOAN	$0	$20,222,222	$20,222,222	$0	$0	$0	$0	$0	$0
BONDS PAYABLE 2017 SERIES	$112,030,796	$14,105,210	$126,136,006	$111,934,529	$13,748,224	$125,682,753	$111,614,738	$14,127,047	$125,741,785
LONG TERM LEASE LIABILITIES (GASB 87)	$3,578,944	$55,752,368	$59,331,312	$3,444,718	$55,752,368	$59,197,086	$5,180,713	$58,207,090	$63,387,803
PENSION LIABILITY	$58,598,530	$0	$58,598,530	$59,045,234	$0	$59,045,234	$54,151,080	$0	$54,151,080
DEFERRED PROPERTY TAX REVENUE	$0	$275,438	$275,438	$0	$275,438	$275,438	$0	$275,438	$275,438
TOTAL LONG TERM DEBT	$174,208,271	$90,637,534	$264,845,805	$174,424,481	$90,396,180	$264,820,661	$170,946,531	$100,230,538	$271,177,069
FUND BALANCE AND DONATED CAPITAL	$13,439,661	$72,783,818	$86,223,478	$19,329,321	$80,698,569	$100,027,889	$1,216,282	$72,783,817	$74,000,099
NET SURPLUS (DEFICIT) CURRENT YEAR	$3,880,055	$7,914,751	$11,794,806	-$1,054,180	$599,025	-$455,154	$1,700,792	-$20,300	$1,680,492
TOTAL FUND BALANCE	$17,319,716	$80,698,569	$98,018,284	$18,275,141	$81,297,594	$99,572,735	$2,917,074	$72,763,517	$75,680,591
TOTAL LIABILITIES AND FUND BALANCE	$232,670,643	$200,466,835	$433,137,478	$228,160,818	$243,002,161	$471,162,979	$235,056,231	$206,674,615	$441,730,846

IMPERIAL VALLEY HEALTHCARE DISTRICT

1 Month 7/31/2026

	ECRMC Current Month 7/31/2026	IVHD Current Month 7/31/2026	CONSOL. Current Month 7/31/2026	ECRMC Year-To-Date 1 Month 7/31/2026	IVHD Year-To-Date 1 Month 7/31/2026	CONSOL. Year-To-Date 1 Months 7/31/2026
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net Income (Loss)	(1,054,180)	599,025	(455,155)	(1,054,180)	599,025	(455,155)
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:						
Depreciation	$628,549	$382,606	$1,011,155	$628,549	$382,606	$1,011,155
(Increase)/Decrease in Net Patient Accounts Receivable	($1,189,646)	($1,391,736)	($2,581,382)	($1,189,646)	($1,391,736)	($2,581,382)
(Increase)/Decrease in Other Receivables	($2,463,401)	($40,418,029)	($42,881,430)	($2,463,401)	($40,418,029)	($42,881,430)
(Increase)/Decrease in Inventories	$9,493	$1,091,937	$1,101,430	$9,493	$1,091,937	$1,101,430
(Increase)/Decrease in Pre-Paid Expenses	($419,325)	($711,391)	($1,130,716)	($419,325)	($711,391)	($1,130,716)
(Increase)/Decrease in Other Current Assets	$0	($3,030,094)	($3,030,094)	$0	($3,030,094)	($3,030,094)
Increase/(Decrease) in Accounts Payable	$0	($590,416)	($590,416)	$0	($590,416)	($590,416)
Increase/(Decrease) in Notes and Loans Payable	($4,260,881)	$34,207,292	$29,946,411	($4,260,881)	$34,207,292	$29,946,411
Increase/(Decrease) in Accrued Payroll and Benefits	($1,420,579)	$591,717	($828,862)	($1,420,579)	$591,717	($828,862)
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	$7,746,455	$7,746,455	$0	$7,746,455	$7,746,455
Net Cash Provided by Operating Activities:	**(10,169,968)**	**(1,522,634)**	**(11,692,602)**	**($10,169,968)**	**($1,522,634)**	**(11,692,602)**
CASH FLOWS FROM INVESTING ACTIVITIES:						
Purchase of property, plant and equipment	($65,967)	($92,563)	($158,530)	($65,967)	($92,563)	($158,530)
(Increase)/Decrease in Limited Use Cash and Investments	$3,944,553	($4,896)	$3,939,657	$3,944,553	($4,896)	$3,939,657
(Increase)/Decrease in Other Limited Use Assets	($134,226)	$564,084	$429,858	($134,226)	$564,084	$429,858
(Increase)/Decrease in Other Assets	$0	$0	$0	$0	$0	$0
Net Cash Used by Investing Activities	**$3,744,361**	**$466,625**	**$4,210,986**	**$3,744,361**	**$466,625**	**$4,210,986**
CASH FLOWS FROM FINANCING ACTIVITIES:						
Increase/(Decrease) in Bond/Mortgage Debt	($96,268)	($356,986)	($453,254)	($96,268)	($356,986)	($453,254)
Increase/(Decrease) in Capital Lease Debt	$0	$0	$0	$0	$0	$0
Increase/(Decrease) in Other Long Term Liabilities	$446,704	$338,240	$784,944	$446,704	$338,240	$784,944
Net Cash Used for Financing Activities	**$350,436**	**($18,746)**	**$331,690**	**$350,436**	**($18,746)**	**$331,690**
(INCREASE)/DECREASE IN RESTRICTED ASSETS	**$2,009,605**	**($1)**	**$2,009,604**	**$2,009,605**	**($1)**	**$2,009,604**
Net Increase/(Decrease) in Cash	**($4,065,567)**	**($1,074,756)**	**($5,140,323)**	**($4,065,567)**	**($1,074,756)**	**($5,140,323)**
Cash, Beginning of Period	$10,842,421	$24,902,301	$35,744,722	$10,842,421	$24,902,301	$35,744,722
Cash, End of Period	**$6,776,854**	**$23,827,545**	**$30,604,399**	**$6,776,854**	**$23,827,545**	**$30,604,399**

DATE: August 19, 2026

TO: Imperial Valley Healthcare District Board of Directors

FROM: Ramaiah Indudhara, M.D; Chief of Staff, Pioneers Memorial Hospital
Ameen Alshareef, M.D, Chairman, Vice Chief of Staff, Pioneers Memorial Hospital

SUBJ: PMH Medical Staff Recommendations for Approval

ITEMS FOR CONSIDERATION: Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/procedures/forms or other related recommendations.

SUMMARY AND BACKGROUND: The Medical Executive Committee, upon the recommendations of the Credentials Committee and the respective clinical services and/or chiefs and based on the completed credential files, policies and procedures, recommends that medical staff membership and/or clinical privileges be granted as outlined below:

1. Recommend **Initial Appointment** effective **September 1, 2026,** for the following:
   - Bargo, Lonnie, MD — Teleradiology
   - Rauscher, Glenn, DO — Teleradiology
   - Wallace, Josefine, MD — Internal Medicine

2. Recommend **Reappointment** effective October 1, 2026, for the following:
   - Beltran Gutierrez, Emmanuel, MD — Internal Medicine
   - Cruz Rodriguez, Jose, MD — Cardiology
   - Ghorbanifarajzadeh, Ali, DPM — Podiatry (Affiliate)
   - Indudhara, Ramaiah, MD — Urology, Robotic Assisted Surgery
   - Galindo, Christina, FNP — Family Nurse Practitioner
   - Temesgen, Mulugeta, CRNA — Nurse Anesthetist

3. Recommend acceptance of Resignation for the following:
   - Castellanos, Luis, MD — Cardiology (Did not return reappointment)
   - Dilsaver, Steven, MD — Psychiatry
   - Herrin, Ashley, DO — Emergency Medicine
   - Qidwai, Kiran, MD — Pathology (Did not return reappointment)
   - Van Pratt Levin, Benjamin, MD — Family Medicine (8/4/2026)

4. Recommend **Release from Proctoring and Advancement:**
   - Vaught, Eric MD — Emergency Medicine

5. Recommend **Advancement to Active Staff:**
   - Aubuchon, Thomas, MD — Emergency Medicine
   - Marangola, Renee, MD — Emergency Medicine
   - Castelhano, Ashley, PA — Physician Assistant

6. Recommend Acceptance of OPPE as follows:
   - Clinical Service of Anesthesia
   - Clinical Service of Emergency Medicine/PA/NP
   - Clinical Service of Medical Imaging 7/25 – 12/25
   - Clinical Service of Medical Imaging
   - Clinical Service of Pathology
   - Clinical Service of Pediatrics
   - Clinical Service of Surgery

7. Recommend acceptance of the following policies/forms:
   - Admission of Patients to Pediatrics WI (CLN-01701)
   - AmniSure ROM Test (SER-022)
   - Infection Control: Surgery (CLN-01635)

- ***Code PINK Infant or Child Abduction (CLN-01307)***
- Content/Format Review of Laboratory Report (LIS-101)
- Epidural Steroid Injection PPO (OR-00503)
- General Surgery Post Operative Orders – Inpatient PPO (OR-00545)
- General Surgery Post Operative Orders – Outpatient PPO (OR-02846)
- Group B Strep PCR (MIC-148)
- Hyperbilirubinemia-Phototherapy Early Discharge and Readmission (CLN-00236)
- Initial Assessment and Triage of the Perinatal Patient (CLN-01242)
- Laboratory Specimen Collection; Storage and Transport (MIC-027)
- Orthopedic Surgery Post Op Orders – Inpatient PPO (OR-00537)
- Orthopedic Surgery Routine Pre Op Orders PPO (OR-00500)
- Pain Assessment in Children (CLN-00310)
- Pathology Specimens Submitted for Gross Examination Only (ANP-003)
- Physical Therapy Registration, Patient Assessment, Evaluation, Treatment and Documentation (SU-03)
- Post Op Anesthesia ICU Orders for 24 Hours (OR-00514)
- Pre Op Orders for Anesthesia (OR-00512)
- ***Reference Laboratories (LAD-001)***
- RH Immune Globulin (TRM-034)
- ***Risk Management Plan (ADM-00476)***
- ***Standardized Procedure for Registered Nurses: Neonatal Resuscitation (CLN-00250)***
- ***Standardized Procedure for Registered Nurses: Neonatal Umbilical Vessel Catheterization (CLN-00258)***

Note: not all of these policies require Board approval. Only those requiring this approval (in bold italics) will be forwarded to the Governing Body.

8. The merger has been approved by all parties. The plan is to finalize the documents and complete the process in the next 30-45 days. Mr. Velez will be the CEO for IVHD. Ms. Zamora will return to the position of Chief of Clinic Operations. EC Cancer Center has new providers coming.

9. It was requested that some additional updates be made to the Physician Delinquency Policy and the reporting structure.

10. Financial report showed that we are at $7.9M for June – this is a draft number and will not be finalized until after the Audit, proposed date in October. Additional payments will be going out to IGT this week so staff needs to be careful when approving purchases for the next few months. Ms. Loper will be leaving the organization on September 11th. She will be around to help with the merger on a per-diem basis during the transition. Mr. Momberg will also be leaving the organization on September 10th. CFO Position has been posted for IVHD.

11. Ms. Bojorquez reported that InCompass has a new COO, who was here today, they will be meeting with Administration to discuss some of the priorities for both campuses.

12. Ms. Martinez reported ALOS for PMH in July was 4.57– the California benchmark is 4.6 days. Provider rating was 4.41 of 5 stars for ECRMC. It was reported that there has been a significant improvement in the patient satisfaction scores from last year.

13. **Imperial Heights received the designation of #1 Nursing Home in the Valley**.

14. Clinical Service and Committee Reports:
    - Hospitalists – No report.
    - Medicine – Dr. Krutzik had nothing to report.
    - Pathology – Dr. Kay reported last month on the corrective actions for the JC Survey, we are waiting for their response.
    - Emergency Medicine – Dr. Nelson reported that we are working with UCSD for PA Education. In addition, the PA Privilege Form is being reviewed for updates. Transfer information was reviewed and we want to include time from initiation of transfer to departure of patient.
    - Surgery– Dr. Whyte reported no meeting for Surgery.

- Anesthesia - Dr. Larra mentioned that on the privilege form for Anesthesia physicians, it is stated that the physician must be board certified. This will be updated to reflect that Board Eligible Anesthesiologists will be able to apply for privileges, with three years to obtain certification.
- OB/GYN – Dr. Aziz had nothing to report.
- Pediatrics – Dr. Alshareef stated that there is a new pediatrician joining the On-call schedule.
- Medical Imaging – Dr. Rapp reported that there was no meeting for this department.
- Ambulatory Services – Dr. Fareed reported that things are going well. Imperial Heights received the designation of #1 Nursing Home in the Valley. Congratulations.
- Credentials & Bylaws - As noted above.
- Utilization Management – Reported information and policies as noted above.

RECOMMENDATION: That the Imperial Valley Healthcare District Board of Directors approves each of the recommendations of the Medical Executive Committee for medical staff membership and clinical privileges as outlined above, policies and procedures as noted and authorize the chief executive officer to sign any documents to implement the same.

Respectfully submitted,

Ameen Alshareef, M.D.
Vice Chief of Staff, Medical Executive Committee, PMH
Chairman, Clinical Service of Pediatrics
Pioneers Memorial Hospital
AA/cb

POLICIES FOR APPROVAL AT BOARD

	Policy	Policy No.	Page #	Revisions (see policy for full description)
1.	Code PINK Infant or Child Abduction	CLN-01307	• 1-3	• Reviewed and submitted without change
2.	Reference Laboratories	LAD-001	• 4-5	• Update reference laboratory list; 2-year review.
3.	Risk Management Plan	ADM-00476	• 6-8	• Updated author • Changed PMHD to IVHD. • Added 5.1.5 • Added 5.2.2.1 • Added 5.2.2.2 • Added 5.2.3.1 • Added References 6.3 to 6.5
4.	Standardized Procedure for Registered Nurses: Neonatal Resuscitation	CLN-00250	• 9-19	• Updated References • Updated body of policy to reflect current NRP guidelines • Reinstated this policy from a “Work Instruction” to a Standardized Procedure
5.	Standardized Procedure for Registered Nurses: Neonatal Umbilical Vessel Catheterization	CLN-00258	• 20-26	• Reviewed and submitted without change

Imperial Valley Healthcare District

Title: **CODE PINK Infant or Child Abduction**	Policy No. CLN-01307
	Page 1 of 3
Current Author: Sandra Taylor, RNC, BSN	Effective: 12/1/1995
Latest Review/Revision Date: 03/18/2026	Manual: Clinical / OB

Collaborating Departments: Admitting; Security; OB; ER; Nursing; NICU Medical Director; NICU Manager	Keywords: infant abduction, code pink, infant security

Approval Route: List all required approval				
MARCC x	PSQC	Other: Safety Committee		
Clinical Service OB/Peds x		MSQC x	MEC x	BOD x

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

1.0 Purpose:

1.1 To provide a plan of action to be initiated by all hospital personnel when an infant or child abduction is known or suspected.

1.2 Pioneer Memorial Hospital is committed to the safe and compassionate care of all patients and their families. The abduction of an infant or child from the hospital is unlawful and poses a threat to both the wellbeing of the infant/child, the parents, and other patients of PMH.

1.3 To assure that all-appropriate hospital personnel and outside agencies are notified for timely and appropriate action.

1.4 To attempt to thwart an abduction and quickly locate and reunite the infant and their family as soon as possible.

1.5 To outline the role and responsibility of the hospital staff.

2.0 Scope: District wide

3.0 Policy:

3.1 Suspected abduction of an infant or child from Pioneers Memorial Hospital shall be immediately reported to Brawley Police Department by notifying the switchboard 4444 and they will call 911. PMH leadership will be promptly notified of any suspected abduction.

3.2 All employees:

3.2.1 Shall complete annual training on infant/child abduction prevention. Managers will assigns contract employees for training on an as needs basis.

3.2.2 Are required to report any suspicious behavior that could endanger patient care.

3.2.3 Shall have a PMH picture identification badge indicating clearance for transporting the infant within the facility.

3.3 CODE PINK is the hospital-wide code for possible infant or child abduction.

3.3.1 The Switchboard Operator will announce the CODE PINK either in OB or Pediatrics.

3.3.2 Perinatal staff and/or Pediatric staff will respond immediately to Code Pink alarms and verify if an infant or child is missing. Then verify the location of the alarm.

3.3.3 If abduction is verified, staff will notify the Switchboard Operator and they will notify the Brawley Police Department.

3.3.4 A representative of Administration will be in charge during a verified Infant or

Child Abduction. However, if this occurrence is after normal business hours, the House Supervisor is in charge and will contact the Administrator on-call and the Perinatal Director or Pediatrics Manager.

3.3.5 The Brawley Policy Department will assume full responsibility upon arrival.

4.0 Definitions:

4.1 PMH – Pioneers Memorial Hospital

5.0 Procedure:

5.1 Nursing Unit Responsibilities

5.1.1 When the Infant or Child Abduction alarm goes off or when a staff member knows or suspects that an infant or child is missing and the infant or child cannot be readily located, the nurse will immediately and simultaneously notify the following:

5.1.1.1 Charge Nurse

5.1.1.2 Dial 4444 and notify the Switchboard Operator of a CODE PINK.

5.1.1.3 The CODE PINK will be announced over the PA System

5.1.1.4 The Perinatal Department Director or Pediatric Nurse Manager

5.1.2 Recheck the entire area to confirm the infant or child is missing. Ask the mother the circumstances of discovering the infant or child is missing.

5.1.3 Seal off the Unit. Do not allow anyone to exit the Unit. The Charge Nurse will assign one staff member to each exit.

5.1.4 Allow no one to leave the areas until dismissed by the Police Officer in charge.

5.1.5 All available hospital personnel will immediately go to the entry and exit doors nearest to their department to stop all traffic flow and remain there until relieved by Security Personnel. Hospital Personnel will attempt to stop anyone who appears suspicious or follow him or her if they attempt to leave the hospital. Security Personnel will check outside and in parking areas. Only previously designated personnel should go to the Perinatal or Pediatric department to avoid confusion and to expedite the search for the infant or child.

5.1.6 Once Perinatal/Pediatric Department Personnel are relieved at the outside exits, they will return the unit and begin extensive and systematic search of all patients' rooms, storage areas, bathroom, and public area.

5.1.7 The Charge Nurse will notify the infant's or child's pediatrician. If infant abduction occurred in the Perinatal Department, the Charge Nurse will notify the mother's Obstetrician.

5.1.8 The Laboratory will be notified to hold the infant's cord blood for possible DNA testing and identification.

5.1.9 The mother and family members will be moved to a different room. No one should enter or disturb the room in order to preserve any evidence that may be useful during a subsequent investigation.

5.1.10 The Switchboard Operator and Admitting will take a "No Information" status for the patient.

5.1.11 A Social Worker will go immediately to be with the mother. The nurse,

Pediatrician, Obstetrician and the Administrator will confer with the parents.

5.1.12 All Perinatal or Pediatric personnel will remain in the department until authorities complete the questioning process.

5.1.13 All personnel will refrain from discussing the incident with anyone except the appropriate authorities. No hospital personnel are authorized to make a public statement concerning the incident or communicate with the media.

5.1.14 Administration, Social Services, and Nursing will confer and develop a specific plan to meet the unique needs of the parents regarding their specific requests such as visitors, media coverage, and notifying family members. It will also be decided on how and what to tell others.

5.1.15 Defer all requests for information to the Administrator.

5.1.16 Confidentiality is of the utmost importance.

5.2 Security Responsibility

5.2.1 Security will notify Safety/Security & EMS Manager.

5.2.2 Security and/or Safety/Security & EMS Manager will update the Brawley Police Department of the situation and findings.

5.2.3 Make sure personnel secure all exits.

5.2.4 Determine number of employees necessary to secure all hospital exits and establish search details.

5.2.5 Secure all hospital exits; interview everyone leaving the hospital.

5.2.6 Establish a search detail until Police Department arrives.

5.2.7 Follow the directions of the Police Department after their arrival.

5.2.8 Direct all media to the appropriate area.

5.3 Administrator Responsibilities

5.3.1 Coordinate above activities.

5.3.2 Establish a Command Operation Center in the Classroom or another designated area.

5.3.3 Establish a Media Room in the Administration Office if necessary.

5.4 Hospital Preparedness

5.4.1 A suspected Infant/Child Abduction Drill shall be done at least four times each year to familiarize personnel with the procedure and to improve effectiveness of the response.

5.4.2 Security or Maintenance will submit a written evaluation (PM Form) to the Facility Services Manager regarding their observations of the drill. Suggestions for changes in current Security practices or for future drills may be included.

6.0 References: Not applicable

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

8.1 Reviewed and submitted without change

Imperial Valley Healthcare District

Title: **Reference Laboratories**	Policy No. LAD-001 Page 1 of 2
Current Author: Annabel Limentang	Effective: 1/1/2008
Latest Review/Revision Date: March 4, 2026	Manual: Lab Dept Specific / Administration

Collaborating Departments: Medical Staff		Keywords: Reference Lab	
Approval Route: List all required approval			
MARCC **X**	PSQC	Other:	
Clinical Service		MSQC **X**	MEC **X**	BOD **X**

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

1.0 Purpose:

1.1 Reference laboratory list reviewed and approved by medical staff at least every twelve months. Other reference laboratories may be used to meet service requirements of the medical staff.

2.0 Scope: Clinical Laboratory – Pioneers Memorial Hospital

3.0 Policy:

3.1 The laboratory director recommends reference laboratory services to the clinical staff for acceptance.

4.0 Definitions:

4.1 CLIA'88 – Clinical Laboratory Improvement Amendments 1988
4.2 Reference Laboratory – Clinical or surgical pathology laboratory performing tests not available on site
4.3 CDPH – California Department of Public Health

5.0 Procedure:

5.1 Laboratory must be licensed.
- 5.1.1 Laboratory must be CLIA'88 licensed.
- 5.1.2 Laboratory located in California requires CDPH license.

5.2 Reference Laboratories:
- 5.2.1 Quest Diagnostics
- 5.2.2 Imperial County Health Department
- 5.2.3 LifeStream
- 5.2.4 California Department of Health Services-Genetic Disease Branch
- 5.2.5 St. Joseph Medical Center Laboratory, Burbank
- 5.2.6 Prometheus Laboratory
- 5.2.7 El Centro Regional Medical Center Laboratory
- 5.2.8 Sharp Hospital Laboratory
- 5.2.9 Pacific Rim Pathology
- 5.2.10 NeoGenomics Laboratories, Inc.
- 5.2.11 Antelope Valley Histology, LLC

6.0 References: Not applicable

7.0 Attachment List: Not applicable

8.0 Summary of Revision:

8.1 Update reference laboratory list; 2-year review.

Title: **Risk Management Plan**	Policy No. ADM-00476 Page 1 of 3
Current Author: Merlina Esparza/ Mersedes Martinez	Effective: 4/23/1993
Latest Review/Revision Date: 04/27/2026	Manual: Administration / Risk

Collaborating Departments: Quality Chair of Quality- Dr. Su	Keywords:

Approval Route: List all required approval				
MARCC X	PSQC X	Other: Safety Committee		
Clinical Service _____	MSQC	MEC X	BOD X	

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

1.0 Purpose:

1.1 The Risk Management Plan is designed to identify actual and potential situations, which could put the organization, employees or customers at risk.

1.2 All employees and medical staff are to support and participate in the risk management plan by working safely and identifying, reporting and/or alleviating conditions and practices that may cause injury to patients, guests and staff, as well as organizational loss.

2.0 Scope: District wide

3.0 Policy:

3.1 The Risk Manager is responsible for the implementation and operation of the Risk Management Plan for Imperial Valley Healthcare District (IVHD).

3.2 The Risk Manager reports directly to the Quality Director.

4.0 Definitions: Not applicable

5.0 Procedure:

5.1 Plan Components

5.1.1 Loss prevention, consisting of identification of potentially compensable events, medical-malpractice claims, risk assessment and occurrence reporting from Quality Review Reports (QRR's)

5.1.2 Facilitation of Root Cause Analysis (RCA's)

5.1.3 Participation of Failure Modes and Effect Analysis

5.1.4 Educational program development, organization-wide and department specific as needed

5.1.5 Event reporting to California Department of Public Health (CDPH), The Joint Commission (TJC), Centers for Medicare and Medicaid Services (CMS) or other regulatory/accreditation bodies, as required.

5.1.6 Reporting to organizational committees

5.2 Plan Activities

5.2.1 Loss control and prevention

5.2.1.1 Identify notices of intention, claims, quality reviews, risk assessments, incident reports and survey findings.

5.2.1.2 Conduct a thorough investigation on all claims and provide essential

case information to the facility's counsel and liability insurance carrier.

5.2.1.3 Submit recorded occurrences, quantified and trended quarterly and annually to the Patient Safety and Quality Council (PSQC) and other committees as appropriate.

5.2.1.4 Utilize sources to assess risks inherent to the environment, including, but not limited to quality review reports, potential compensable events and medical-malpractice claims.

5.2.2 Root Cause Analysis

5.2.2.1 Risk Management is responsible for facilitating a credible and thorough RCA on events when there is a suspected deviation from a known standard of care and/or an internal/external policy, including requirements outlined by The Joint Commission and CMS Conditions of Participation.

5.2.2.2 Risk Management will collaborate with appropriate hospital personnel to complete the RCA process in accordance with IVHD policy and applicable regulatory and accreditation standards. (*See policy Sentinel Event; ADM-00480*)

5.2.2.3 Risk Management will assist in coordinating and participating in the development of a Corrective Action Plan (CAR) when the need for one is identified during a RCA.

5.2.3 Failure Mode and Effects Analysis

5.2.3.1 Risk Management is responsible for participating in at least one Failure Mode and Effects Analysis (FMEA) annually in an effort to proactively address patient safety, risk reduction and loss prevention, consistent with CMS Quality Assessment and Performance Improvement (QAPI) requirements and The Joint Commission patient safety standards.

5.2.4 Education

5.2.4.1 Risk Management conducts orientation education monthly to new employees to include Quality Review Reporting, Loss Prevention, and Risk Services.

5.2.4.2 Risk Management conducts department specific and individual training during departmental rounds, in-services and/or staff meetings as needed.

5.2.5 Risk Management Reporting

5.2.5.1 Reporting to Governing Board, Medical Staff, PSQC, Safety Committee, Chief Financial Officer (CFO) and other organizational committees as requested.

5.2.5.2 At a minimum a Quarterly report to PSQC

5.2.5.3 Lesson Learned when appropriate.

5.2.5.4 Safety Committee as requested.

5.2.5.5 Leadership Council as requested.

5.2.5.6 Claims will go directly to Governing Board's legal counsel for reporting.

5.2.5.6.1 All claims will be presented to the Governing Board.

6.0 References:

6.1 IVHD policy Sentinel Event; ADM-00480
6.2 NIAHO standards: Quality Management
6.3 The Joint Commission (TJC) Comprehensive Accreditation Manual for Hospitals- Patient Safety and Performance Improvement Standards
6.4 Centers for Medicare and Medicaid Services (CMS) Conditions of Participation – Quality Assessment and Performance Improvement (QAPI)
6.5 CMS State Operations Manual as applicable

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

8.1 Updated author
8.2 Changed PMHD to IVHD.
8.3 Added 5.1.5
8.4 Added 5.2.2.1
8.5 Added 5.2.2.2
8.6 Added 5.2.3.1
8.7 Added References 6.3 to 6.5

Imperial Valley Healthcare District

Title: **Standardized Procedure for Registered Nurses: Neonatal Resuscitation**	Policy No. CLN-00250
	Page 1 of 9
Current Author: Sandra Taylor, RNC-NIC, BSN	Effective: 10/1/2001
Latest Review/Revision Date: 06/24/2026	Manual: Clinical / OB

Collaborating Departments: Perinatal, Neonatal, ED Dr Alshareef, NICU Manager	Keywords: Resuscitation of Newborn		
Approval Route: List all required approval			
MARCC 06/2026 PSQC	Other:		
Clinical Service Credentials; OB/Pediatrics 07/2026	MSQC 07/2026	MEC 07/2026	BOD 08/2026

Approvals		
Authority	**Signature**	**Date**
Administration		
Chief Nursing Officer		
Physician Department Chair		
PMH Board of Directors		

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

REVIEWED ANNUALLY

1.0 Purpose:

1.1 To outline the standardized procedure for neonatal resuscitation in the delivery room, the emergency department or the Neonatal intensive Care unit of PMH.

1.2 The purpose of resuscitation is to provide full oxygenation, ventilation and support of the circulation, using cardiac massage and, as necessary, intravascular medications.

2.0 Scope:

2.1 Neonatal RNs
2.2 Perinatal RNs
2.3 Neonatal Advanced NRP RNs
2.4 Pediatricians/attending physician

3.0 Policy:

3.1 All Perinatal/Neonatal RNs will maintain certification in the Neonatal Resuscitation Program (NRP) per the requirement set forth by the American Academy of Pediatrics (AAP).

3.1.1 The AAP requires NRP Provider Card renewal every 2 years.

3.1.1.1 These cards are delineated as either Essential or Advanced provider.

3.1.2 PMH requires that all RN staff have current NRP Provider Cards to work in the Perinatal/Neonatal Departments.

3.1.2.1 All NICU nursing staff will hold an Advanced Provider Card

3.1.2.2 All Perinatal nursing staff and Respiratory Care practitioners will hold an Essential provider Card at a minimum. They may also hold an

Advanced NRP card

3.2 For all deliveries, at least 1 person should be present who is skilled in neonatal resuscitation and is responsible only for the infant. This person must be skilled in the initiation of resuscitation, the use of bag-mask ventilation, and the performance of chest compressions.

3.3 Additional personnel should be available to assist in tasks that may be required as part of resuscitation, including all aspects of neonatal resuscitation. If the delivery is identified as high-risk, 2 or more skilled individuals should be assigned to the infant at delivery.

3.4 Advanced NRP RN will be called for all neonatal resuscitations in the Perinatal Unit. <See policy CLN-00208; High-Risk Delivery, Criteria for Attendance by Neonatal Staff>

3.5 The Advanced NRP RN nurse may perform all aspects of the procedure listed in this policy.

- 3.5.1 The Essential NRP certified RN may utilize the bag and mask component of this policy and assist the Advanced NRP RN as needed

3.6 Standardized procedure function(s):

- 3.6.1 The Advanced NRP RN may perform neonatal resuscitation with oxygenation, ventilation, cardiac massage, and intravascular/endotracheal medications as outlined in the procedure.

3.7 Circumstances under which the Advanced NRP RN may perform the procedure in:

- 3.7.1 Setting – The competency validated Advanced NRP RN may perform the procedure in:
  - 3.7.1.1 The Perinatal Unit of PMH
  - 3.7.1.2 The NICU of PMH
  - 3.7.1.3 The Pediatric Unit of PMH
  - 3.7.1.4 The Emergency Department of PMH

3.8 If a resuscitation requires more personnel, a Code Neo should be called by dialing **4444** from any place within the facility as needed. See Attachment A for criteria and further information

3.9 Scope of Supervision:

- 3.9.1 The competency validated Advanced NRP RN will receive indirect supervision by the attending physician
- 3.9.2 A pediatrician/attending physician will be available at all times for consultation.
- 3.9.3 Under all circumstances the ALS/NRP RN will carry out urgent delivery room and neonatal resuscitation according to the procedure or until a physician arrives.
- 3.9.4 In the event that this procedure is altered via a physician's written or verbal order, the Advanced NRP RN will inform the physician that he/she is not certified to carry out the altered plan and must either adhere to the procedure or relinquish responsibility to the physician.
- 3.9.5 Patient condition to notify the physician:
  - 3.9.5.1 The Advanced NRP RN or designee will immediately notify the attending pediatrician/physician whenever advanced life support (beyond simple stimulation or initial bag and mask support) is being initiated.

3.9.5.2 The Advanced NRP RN will notify the pediatrician/physician whenever the delivery of an extremely small or complicated infant is anticipated so the pediatrician/physician may attend.
3.9.5.3 Issues involving viability of life
3.9.5.4 Any unsuccessful resuscitation

3.10 RN requirements
3.10.1 Education/Training/Experience
3.10.1.1 The Advanced NRP RN will keep current with the requirement of Recertification per AAP guidelines (every 2 years with RQI NRP)
3.10.1.2 The Essential NRP provider will have completed an online NRP class and remain current on their certification with hands on demonstration for completion of certification
3.10.1.3 Annual competency validation assessments will be performed during manual skills (Mock Codes) a minimum of biannually by the NICU Clinical Educator
3.10.1.4 In conjunction with the Mock codes, written test covering normal newborn care, NICU care and math calculations will be completed with a required ≥80% pass rate.
3.10.1.4.1 Remediation will be done if unsuccessful with either manual skills or written tests

3.11 This Standardized Procedure will be subject to periodic review by the appropriate interdisciplinary committees not to exceed every 2 years.

4.0 Definitions:

4.1 Neonate – Defined as an infant <30 days of age
4.2 PPV – Positive pressure ventilation
4.3 PIP – Peak inspiratory pressure
4.4 SpO^2 – Peripheral capillary oxygen saturation
4.5 CPR – Cardiopulmonary resuscitation
4.6 ETT – Endotracheal tube
4.7 LMA – Laryngeal Mask Airway
4.8 RQI – Resuscitation Quality Improvement
4.9 NRP – Neonatal Resuscitation Program as provided by the American Academy of Pediatrics = Evidence Based Approach to care of the newborn at birth
4.10 Advanced NRP RN – Advanced Neonatal Resuscitation Certified Registered Nurse
4.11 Essential NRP RN – Essential Neonatal Resuscitation Certified Registered Nurse
4.12 MR.SOPA – Mask reposition, suction, open airway, increase pressure, alternate airway
4.13 AAP – American Academy of Pediatrics
4.14 PMH – Pioneers Memorial Hospital

5.0 Procedure:

5.1 Database:
5.1.1 Subjective:
5.1.1.1 Historical information relevant to present illness

5.1.1.2 History including reactions/allergies to medications
5.1.2 Objective:
5.1.2.1 Physical exam with focus on pulmonary and cardiovascular systems
5.1.2.2 Assessment: Decision for emergency medication administration will be based upon subjective and objective data and in collaboration with attending physician when not an emergent lifesaving maneuver
5.1.3 Plan:
5.1.3.1 Patients and families will be provided with the appropriate information on emergency medication as soon as possible after administration.
5.1.3.2 The Advanced NRP RN will notify the pediatrician or neonatologist to be present whenever the delivery of an extremely small or complicated infant is anticipated.
5.1.3.3 In all emergencies, the primary physician will be notified as soon as practical while advanced life support is being initiated. Under all circumstances, the Advanced NRP RN will perform urgent delivery room and/or neonatal resuscitation and emergency medication administration according to the procedure or until a physician arrives.

5.2 Informed consent is required prior to the procedure unless it is deemed an emergency and parental or guardian consent cannot be obtained.
5.3 A “Time Out” procedure is required to be performed according to policy.
5.4 Indications:
5.4.1 Cardiopulmonary arrest
5.4.2 Severe and rapid deterioration in patient’s condition
5.5 Precautions:
5.5.1 Know the infant’s weight
5.5.1.1 If the infant’s weight is not available, an estimate of the infant’s weight is made for calculation of medication dosages until a time when an accurate weight can be measured.
5.6 Equipment:
5.6.1 Radiant warmer
5.6.2 Cardiac monitor
5.6.3 Pulse oximeter
5.6.4 Laryngeal Mask Airway tubes
5.6.4.1 0.5
5.6.4.2 1.0
5.6.5 Endotracheal tubes
5.6.5.1 2.5
5.6.5.2 3.0
5.6.5.3 3.5
5.6.5.4 4.0
5.6.6 Stylet of appropriate size
5.6.7 Resuscitation bag connected to an oxygen source, able to provide up to 100% FiO^2
5.6.8 Infant oxygen masks

5.6.8.1 Pre-term
5.6.8.2 Term
5.6.9 Oxygen blender
5.6.10 Manometer
5.6.11 Suction apparatus
5.6.12 Suction Catheters
5.6.12.1 5-6 Fr
5.6.12.2 8 Fr
5.6.12.3 10 Fr
5.6.12.4 14 Fr
5.6.13 Bulb syringe
5.6.14 Laryngoscope handle
5.6.15 Laryngoscope blades
5.6.15.1 0 Miller
5.6.15.2 1 Miller
5.6.16 Meconium aspirator
5.6.17 Emergency medications with appropriate size syringes
5.6.17.1 Epinephrine 1:10,000
5.6.17.2 Normal Saline for volume replacement
5.6.18 Stethoscope
5.6.19 Adhesive tape
5.6.20 Umbilical catheter tray
5.6.21 Umbilical tape
5.6.22 Umbilical catheters
5.6.22.1 3.5 Fr single lumen
5.6.22.2 5.0 Fr single lumen
5.6.23 Three way stopcocks
5.6.24 NG tubes
5.6.24.1 5 Fr
5.6.24.2 8 Fr

5.7 Steps in the procedure – The following are steps of a maximum effort. They may be suspended at any time if the infant responds appropriately. The infant will then be monitored according to its acuity.
5.7.1 All delivery room equipment will be checked for function and availability at the beginning of every shift.
5.7.2 The Advanced NRP RN is responsible for checking and reviewing appropriate antepartum and intrapartum history to help identify those at risk for delivering a depressed or sick infant. It is important to be forewarned for impending deliveries of ill newborns. Perinatal/Labor & Delivery RN should inform the Neonatal RN regarding any concerns prior to delivery, if known.
5.7.3 Be aware that the parents may hear and remember what is said in the delivery room.

5.8 Action Steps:
5.8.1 Turn on the radiant warmer

5.8.2 As the infant is being delivered, observe:
- 5.8.2.1 Whether the oropharynx was suctioned well
- 5.8.2.2 When infant has spontaneous, effective breathing/crying
- 5.8.2.3 Any muscle tone and/or activity
- 5.8.2.4 If the infant is term (≥37 weeks)

5.8.3 If the newborn does not require immediate resuscitation, defer the umbilical cord clamping for at least 60 seconds per NRP recommendations

5.8.4 If the infant is missing any one of the three listed above, (term, tone, breathing) place the infant under the radiant heat source

5.8.5 Position the head and neck so the airway is open
- 5.8.5.1 Place infant supine with the head and neck neutral or slightly extended in the “sniffing” position
- 5.8.5.2 A shoulder roll may be placed under the infant’s shoulders and is useful if the infant has a large occiput from molding, edema or prematurity

5.8.6 Clearing secretions if needed
- 5.8.6.1 If infant is not breathing, is gasping, has poor tone or secretions are obstructing the airway
- 5.8.6.2 Secretions may be removed from the upper airway by suctioning gently with the bulb syringe.
- 5.8.6.3 Brief gentle suction is usually adequate to removed secretions. Suction the mouth before the nose.
- 5.8.6.4 Be careful not to suction vigorously or deeply. Vigorous suction may injure tissues.
- 5.8.6.5 Stimulation of the posterior pharynx during the first minutes after birth can produce a vagal response leading to bradycardia or apnea.
- 5.8.6.6 Is using a suction catheter, the suction control should be set so that the negative pressure reads approximately 80 to 100 mm Hg when the tubing is occluded.
- 5.8.6.7 If secretions are thick enough to completely obstruct the airway, directly suction the trachea with a meconium aspirator attached to an endotracheal tube.
  - 5.8.6.7.1 Using 80-100 mm Hg, connect to suction tubing to the meconium aspirator and attach directly to the endotracheal tube connector. Gradually withdraw the tube to removed secretions from the trachea and posterior pharynx before reinserting a new endotracheal tube for ventilation.

5.8.7 Dry infant and remove wet blanket
- 5.8.7.1 Drying is not necessary for very preterm infant’s less than 32 weeks’ gestation. They should be covered immediately in polyethylene plastic. This intervention will reduce heat loss.

5.8.8 Provide gentle tactile stimulation, if needed
- 5.8.8.1 Positioning, clearing secretions and drying the infant will frequently provide enough stimulation to initiate breathing. If the infant does not

have adequate respirations, brief additional tactile stimulation may stimulate breathing.

5.8.8.2 Gently rub the infant's back, trunk or extremities.

5.8.8.3 Overly vigorous stimulation is not helpful and can cause injury.

5.8.9 If the infant has persistent central cyanosis, place pulse oximeter probe on infant. The preferred site will be the right hand. This is the pre-ductal site. The targeted pre-ductal Spo2 after birth:

5.8.9.1 2 minutes = 65% – 75%

5.8.9.2 3 minutes = 70% – 75%

5.8.9.3 4 minutes = 75% – 80%

5.8.9.4 5 minutes = 80% – 85%

5.8.9.5 10 minutes = 85% – 95%

5.8.10 If the infant is apneic or has ineffective respirations to keep the heart rate >100, start positive pressure ventilation (PPV) with a bag and mask.

5.8.11 Initial oxygen concentration for infants:

5.8.11.1 ≥35 weeks = 21%

5.8.11.2 32-34 weeks = 21% - 30%

5.8.11.3 <32 weeks - ≥30%

5.8.12 Use pressure sufficient to move the infant's chest. The PIP is determined by the weeks" gestation of the neonate

5.8.12.1 >32 weeks – 25-30 cm H2O

5.8.12.2 <32 weeks – 20-25 cm H2O

5.8.12.3 Higher pressures may be needed during the first several breaths and in infants with decreased lung compliance (PIP between 30-40 cm H_2O)

5.8.13 PPV should be done at a rate of 30-60 breaths per minute with 21% – 100% FiO^2

5.8.13.1 Begin with 21% FiO^2 and increase or decrease FiO^2 as needed

5.8.14 Check the heart rate by auscultating the apical pulse or palpate the umbilical cord.

5.8.15 If the heart rate is not increasing within 15 to 30 seconds of starting PPV and you do not see chest movement, start ventilation corrective steps (MR.SOPA)

5.8.16 Chest compressions are indicated, if after 30 seconds of PPV, the heart rate is below 60. (Do not proceed to chest compressions until you have established an open airway and ventilation that inflates the lungs).

5.8.16.1 Chest compressions are given at a ratio of 3 compressions and 1 breath. These should be 90 compressions and 30 breaths in a 1 minute cycle.

5.8.16.2 Chest compressions are given to a depth of one-third of the diameter of the chest and are coordinated with ventilations.

5.8.17 Continue with chest compressions with ventilator assistance until the heart rate is 80 or greater, or instructed to discontinue CPR by a physician assuming responsibility for the neonate's care.

5.8.18 Notify the pediatrician/attending physician that resuscitation is in progress.

5.8.19 If after 1-2 minutes of cardiac massage and PPV with bag and mask, and the

infant are not responding appropriately, the infant should have an alternate airway inserted with the appropriate size LMA. The LMA steps may be considered at any time the infant is not responding to PPV with the bag and mask.

5.8.20 A face mask (bag and mask) or LMA are now the primary device for ventilation instead of an endotracheal tube per new NRP guidelines

5.8.21 If endotracheal intubation is needed, follow the procedure outlined in policy CLN-00236; Endotracheal Intubation – Standardized Procedure.

5.8.22 If the infant has an advanced airway and chest compressions continue and the heart rate is <60 after 30 additional seconds of chest compressions and ventilation, medications should be given.

5.8.23 If vascular access is needed, follow the procedure outlined in policy CLN-00258; Neonatal Umbilical Vessel Catheterization – Standardized Procedure

5.8.24 Epinephrine 1:10,000, is indicated if the heart rate is <60 beats per minute

5.8.24.1 Should be given intravenously – 0.1 to 0.3 mL/kg (**0.2 mL/kg** is the recommended dose by NRP)

5.8.24.2 May be given directly into the trachea (via LMA or ETT) – 0.5 to **1.0 mL/kg**

5.8.24.3 Epinephrine may be repeated every 3-5 minutes

5.8.25 Volume expansion with normal saline is indicated when there is evidence of acute bleeding or signs of hypovolemia.

5.8.25.1 Normal Saline, **10 mL/kg** is given IV over 5-10 minutes

5.8.26 O Rh-negative packed red blood cells should be considered as part of the volume replacement when severe fetal anemia is documented or expected.

5.8.26.1 10 mL/kg over 5-10 minutes

5.8.27 Continue with Advanced NRP procedure until a pediatrician or attending physician arrives. The decision to stop resides with the physician.

5.8.28 The infant should be stabilized as much as possible and then transported to the NICU for further evaluation and treatment.

5.9 Documentation:

5.9.1 The Advanced NRP RN will document attendance at the delivery and associated interventions.

5.9.2 Document time of spontaneous respirations

5.9.3 Time and length of bag and mask ventilation

5.9.4 Intubation time and number of attempts

5.9.5 If need for chest compressions, time started and duration

5.9.6 Any medications given, time and response

5.9.7 Disposition of infant

6.0 References:

6.1 American Academy of Pediatrics, American Heart Association, *Textbook of Neonatal Resuscitation*, 9th Ed (2025)

6.2 Rady Children's Hospital, San Diego, "Neonatal Resuscitation in the Delivery Area, Nursery or on Transport" SP 2-07 (2016)

6.3 March of Dimes "The STABLE program 7th ed. (2024)
6.4 Verklan, MT, et al, *Core Curriculum for Neonatal intensive Care Nursing,* 6th ed (2021*)*
6.5 Gardner, Carter, et al, *Merenstein & Gardner's Handbook of Neonatal Intensive Care,* 9th ed (2021)

7.0 Attachment List:

7.1 Attachment A - Guidelines for Activation of "Code Neo"

8.0 Summary of Revisions:

8.1 Updated References
8.2 Updated body of policy to reflect current NRP guidelines
8.3 Reinstated this policy from a "Work Instruction" to a Standardized Procedure

Guidelines for Activation of "Code Neo"

1. The Code Neo Team consists of an NICU based intra-disciplinary team that responds to all neonatal emergencies within Pioneers Memorial Hospital
2. Coverage is 24/7
3. The appropriate team is activated by the NICU Charge Nurse
4. The Code Neo Team includes: NICU Charge Nurse (Advanced NRP RN), Respiratory Therapy. Pediatrician will be notified immediately for assistance/attendance per policy
5. In the event of simultaneous emergencies, the Emergency Department with Respiratory Therapy will be called
6. In the event an infant is subject to a Code Neo call, the infant will be transferred to the NICU for monitoring and evaluation by the attending pediatrician, if this has not occurred yet
7. For an infant born precipitously in the Emergency Department, the NICU Team will transport the required equipment to the location of the infant.
8. The infant will be transported to the NICU via the infant transport isolette or an open bed once the infant is stabilized to move to the NICU
9. The neonatal attending physician will assume the role of the code team leader when present. Otherwise any Advanced NRP credentialed clinician may assume the role of the code team leader to organize the resuscitative efforts of the newborn
10. All clinicians are responsible for documenting assessment and interventions in the neonates EMR
11. Designate the team members of their roles as soon as possible
    a. Team Leader (Charge NRP RN or Pediatrician/Neonatologist)
    b. Personnel responsible for airway management
    c. Personnel responsible for assisting/chest compressions
    d. Personnel responsible for medication set up and administration
    e. Personnel responsible for documenting events/treatments/communication with others and family
    f. Personnel responsible for gathering extra supplies and running lab work to lab
12. Criteria for Code Neo
    a. Any infant that requires NRP resuscitation that includes advanced airways, chest compressions or medications
    b. Apnea persisting past 1 minute of positive pressure ventilation(PPV) with bag and mask
    c. Bradycardia not responding to PPV (Heart rate persistently <80 bpm)
    d. Central cyanosis that persists > 5minutes
    e. Cyanosis (Circumoral, unresponsive to blow by oxygen administration of 100% Fio2)
    f. "Floppy baby" (absent muscle tone/lack of respiratory effort = stunned infant requiring resuscitation)
    g. Persistent oxygen saturation less than 85% (>10 minutes of life)
    h. Seizure like activity, change in behavior/lethargy

i. Decreased muscle tone
j. Respiratory rate persistently >70 bpm at 10 minutes of life
k. Grunting/flaring/retractions
l. HR persisting >200 bpm
m. Any incident where infant is dropped of has a fall
n. Initial presentation after home birth
o. Uncontrolled bleeding of the infant
p. Unexplained pain
q. Unresolved parental concern
r. Any Staff concerns

13. How to activate a Code Neo Response
    a. Call 4444
14. Any staff member from any department call the NICU to request help must use the G.I.R.L. acronym to state the following:
    a. Gestational Age of the infant
    b. Indications for call (reason for impending birth or Code Neo Response)
    c. Relevant information for the NICU Team
    d. Location of the infant

Imperial Valley Healthcare District ***ANNUAL REVIEW***

Title: **Standardized Procedure for Registered Nurses: Neonatal Umbilical Vessel Catheterization**	Policy No. CLN-00258 Page: 1 of 7
Current Author: S. Taylor, RNC-NIC, BSN	Effective: 11/1/1995
Last Review/Revision Date: 03/18/2026	Manual: Clinical / OB

Collaborating Departments: Neonatal, Pharmacy, NICU Medical Director, NICU Manager	Keywords: Umbilical Catheterization		
Approval Route: List all required approval			
MARCC 3/2026	Other:		
Clinical Service Credentials/Peds/OB 4/2026, 4/2025	MSQC 4/2026	MEC 4/2026	BOD 5/2026

APPROVALS		
AUTHORITY	**SIGNATURE**	**DATE**
CHIEF EXECUTIVE OFFICER		
CHIEF NURSING OFFICER		
PHYSICIAN DEPARTMENT CHAIR		
PMHD BOARD OF DIRECTORS		

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

1.0 Purpose:

1.1 This standardized procedure is designed to establish guidelines that allow the Neonatal Advanced Life Support (ALS) Registered Nurse (RN) to perform umbilical vessel catheterization (arterial and venous).

1.2 The purpose of umbilical catheterization is to obtain direct access to arterial circulation with placement of a sterile radiopaque catheter into the aorta via an umbilical artery to provide a means of obtaining arterial blood gases and for continuous monitoring of blood pressure. In addition, umbilical artery catheterization may be a means for fluid/electrolyte balance and pharmacologic support and treatment. The purpose of umbilical venous catheterization is to establish a route for emergency administration of IV fluids and medications, to provide nutrition and to provide venous access for IV fluids and medication.

2.0 Scope: Neonatal ALS RN only

3.0 Policy:

3.1 Standardized Procedure Function – patients requiring umbilical vessel catheterization

3.2 Only approved RNs may function under any Standardized Procedure. The ALS RN may perform umbilical vessel catheterization on neonates as outlined in the procedure.

3.3 Circumstances under which the RN may perform Umbilical Vessel Catheterization:

3.3.1 Setting – The competency validated ALS RN may perform umbilical vessel catheterization in the Perinatal Unit or impatient area, including the Emergency Department of PMH.

3.3.2 Scope of Supervision – The competency validated ALS RN will receive:
- 3.3.2.1 Indirect supervision by the attending Pediatrician/Neonatologist
- 3.3.2.2 A Pediatrician/Neonatologist will be available at all times for consultation.
- 3.3.2.3 In the event that this procedure is altered via a physician's written or verbal order, the ALS RN will inform the physician that he/she is not verified to carry out the altered plan and must either adhere to the procedure or relinquish responsibility to the physician.

3.3.3 Patient conditions to notify physician:
- 3.3.3.1 In all emergencies, the attending Pediatrician/Neonatologist will be notified as soon as practical while advanced life support is being initiated.
- 3.3.3.2 The attending Pediatrician/Neonatologist will be notified immediately if any of the following complications occur:
  - 3.3.3.2.1 Severe uncontrolled bleeding from the umbilical stump
  - 3.3.3.2.2 Blanching/cyanosis of the skin, loss of femoral pulses or other evidence of emboli
  - 3.3.3.2.3 Inability to obtain blood after insertion of catheter despite traction and/or tension
  - 3.3.3.2.4 Catheter malposition
  - 3.3.3.2.5 Vasospasm
  - 3.3.3.2.6 Thrombus
  - 3.3.3.2.7 Hypertension
  - 3.3.3.2.8 Unstable patient
  - 3.3.3.2.9 Unsuccessful procedure
  - 3.3.3.2.10 Any complications or unexpected outcomes of the procedure

3.3.4 RN requirements
- 3.3.4.1 Education/Training/Experience:
  - 3.3.4.1.1 The ALS nurse will have been a RN for a minimum of 3 years with at least 3 years of Neonatal Nursery experience.
  - 3.3.4.1.2 The ALS RN will attend the Advanced Life Support didactic classes (minimum of 24 hours) held at Rady Children's Hospital, San Diego or a comparable training facility. All quizzes and tests administered in the classes with an 80% pass rate.
- 3.3.4.2 Initial and Ongoing Competency Evaluation:
  - 3.3.4.2.1 Initial competency will be validated by the physician or experienced ALS RN.
  - 3.3.4.2.2 The ALS RN will successfully complete three (3) umbilical vessel catheterizations under direct supervision of the physician or experienced ALS RN before being allowed to perform the procedure without direct supervision.
- 3.3.4.3 Annual competency assessment:
  - 3.3.4.3.1 Complete 3 successful umbilical vessel catheterizations supervised by a physician or experienced ALS RN.

3.3.4.3.2 If minimum number of annual procedures is not obtained, the following are options for competency maintenance:

3.3.4.3.2.1 Attend skills lab offered biannually (procedure review & simulation)

3.3.4.3.2.2 Competency validation test and demonstration of skill

3.3.4.4 RNs authorized to perform standardized procedure function – a written record of initial and ongoing competency will be maintained in the employee file in the Perinatal Department and a roster of RN competency validation will be set to the Education Department annually.

3.3.4.5 This Standardized Procedure will be subject to periodic review by the appropriate interdisciplinary committees not to exceed every 2 years.

4.0 Definitions:

4.1 PMH – Pioneers Memorial Hospital
4.2 UAC – Umbilical Artery Catheter
4.3 UVC – Umbilical Venous Catheter
4.4 EMR – Electronic Medical Record

5.0 Procedure:

5.1 Database

5.1.1 Subjective:

5.1.1.1 Historical information relevant to present illness

5.1.1.2 History including reactions/allergies to medications

5.1.2 Objective:

5.1.2.1 Physical examination with focus on pulmonary, cardiovascular and neurological systems

5.1.3 Assessment:

5.1.3.1 Decision for umbilical vessel catheterization will be based upon subjective and objective data and in collaboration with attending physician prior to the initiation of the procedure when not an emergent, lifesaving procedure.

5.1.4 Plan:

5.1.4.1 Patients and families will be provided with the appropriate information prior to initiation of the umbilical vessel catheterization if not an emergent/lifesaving procedure, and obtain consent as per hospital protocol.

5.2 Indication:

5.2.1 Primary

5.2.1.1 Emergency vascular (venous catheter) access for fluid and medication infusion and for blood drawing, central venous pressure monitoring (if the catheter crosses the ductus venosus)

5.2.1.2 Exchange Transfusion

5.2.2 Secondary

5.2.2.1 Long-term central venous access

5.3 Contraindications:
- 5.3.1 Omphalitis
- 5.3.2 Omphalocele
- 5.3.3 Necrotizing enterocolitis or intestinal hypoperfusion
- 5.3.4 Peritonitis
- 5.3.5 Evidence of vascular compromise in lower extremities
- 5.3.6 Acute abdomen etiology

5.4 Equipment:
- 5.4.1 Umbilical catheter tray
- 5.4.2 Appropriate size umbilical catheter, either single or double lumen
- 5.4.3 Sterile gown and gloves
- 5.4.4 Hat and mask
- 5.4.5 Povidone-iodine solution for infants less than 1000 grams
- 5.4.6 Chlorhexidine prep solution for infants over 1000 grams unless contraindicated due to allergy or patient condition, then Povidone-iodine and saline will be used
- 5.4.7 Heparinized flush
  - 5.4.7.1 Infants $\leq$ 1500 grams, mix at concentration of 0.5 units heparin to 1 ml normal saline
  - 5.4.7.2 Infants > 1500 grams, mix at concentration of 1 unit heparin to 1 ml normal saline
  - 5.4.7.3 3-0 silk suture
  - 5.4.7.4 IV solution as ordered
  - 5.4.7.5 Light and heat source
  - 5.4.7.6 Cardiac monitor

5.5 Essential steps in procedure:
- 5.5.1 Perform Universal Protocol “time out” according to hospital policy, prior to procedure.
- 5.5.2 Make necessary measurements to determine length of catheter to be inserted, adding length of umbilical stump.
- 5.5.3 Explain procedure to parent(s), if available.
- 5.5.4 Open the umbilical tray, maintaining sterility and adding needed items not included in the tray.
- 5.5.5 Generally infants weighing <1500 grams will have a 3.5 Fr catheter placed in the umbilical artery. A 5.0 Fr catheter may be utilized for umbilical venous catheterization.
- 5.5.6 Have assistant hold appropriately prepared heparinized flush. Leave flush syringe attached to 3-way stopcock on your tray.
- 5.5.7 Attach umbilical catheter to 3-way stopcock.
- 5.5.8 Flush stopcock and umbilical catheter with heparinized flush. Leave flush syringe attached to 3-way stopcock.
- 5.5.9 Have assistant hold umbilical cord up and away from the infant’s abdomen. Cleanse the umbilical cord stump and adjacent skin with proper solution as listed in 5.4.5 and 5.4.6. Beginning at the base of the cord and working in a circular

motion outward on the skin to about 2 inches. Cleanse the cord clamp of present.

5.5.9.1 When using Povidone-iodine solution, allow to dry for 30 seconds and then remove with saline wipe.

5.5.9.2 When using Chlorhexidine, allow to dry for 30 seconds prior to procedure.

5.5.10 Place sterile drape on the infant with an open hole over the prepped cord.

5.5.11 Place sterile umbilical tape around the cord stump with a loose tie.

5.5.11.1 Tighten only enough to prevent bleeding and place, if possible, around Wharton's jelly rather than skin.

5.5.11.2 It may be necessary to loosen the tie when inserting the catheter.

5.5.12 Using sterile scalpel, cut off the cord stump approximately 0.5-1.5cms above the skin. Avoid "sawing" of the cord. The umbilical tape may be pulled snug to prevent bleeding when the cord is cut.

5.5.13 Locate the umbilical vessels, 2 arteries and a vein. The umbilical arteries will have a thick wall while the umbilical vein will have a thinner wall.

5.5.14 Using hemostats, clamp the Wharton's jelly on either side of the cord. Apply tension and expose the vessels.

5.5.15 For UAC:

5.5.15.1 Using the points of the curved iris forceps or vein introducer, gently dilate the lumen of the artery by inserting the device to the depth of approximately 0.5cm. Repeat this several times until the lumen is dilated. Use an up and down motion. Do not pull or twist.

5.5.15.2 When the vessel is dilated, insert the fluid filled catheter into the lumen of the artery. Use a downwards approach and advance gently. Advance the catheter to the appropriate distance. Slight obstructions or resistance at the junction of the umbilical artery and fascial plane may be relieved by gently upwards traction on the cord stump and/or applying steady gently pressure on the catheter for 15-30 seconds.

5.5.15.3 Using attached syringe, aspirate. There should be free flow of blood.

5.5.15.4 If no blood is obtained, remove the catheter and try advancing one more time.

5.5.15.5 The catheter should be advanced to the appropriate tip placement.

5.5.15.5.1 For high UAC tip placement, the appropriate length can be obtained by multiplying the infant's weight (kg) by 3, then adding 9. [Kg x 3 +9]

5.5.15.5.1.1 This will give a UAC placement between T6 and T10.

5.5.15.5.2 For low UAC tip placement, the tip should be between L3 and L4. Length can be calculated by measuring the distance from the shoulder to the umbilicus.

5.5.16 For UVC:

5.5.16.1 Identify thin walled vein, close to periphery of umbilical stump.

5.5.16.2 Grasp cord stump with toothed forceps.

5.5.16.3 Gently insert tips of iris forceps into lumen of vein and remove any clots.

5.5.16.4 Introduce fluid filled catheter, attached to the stopcock and syringe, approximately 2 to 3cms into vein (measuring from anterior wall).
5.5.16.5 Apply gentle suction to syringe.
5.5.16.6 If there is not easy blood return, catheter may have a clot in tip. Withdraw catheter while maintaining gently suction. Removed clot and reinsert catheter.
5.5.16.7 If there is smooth blood return, continue to insert catheter for full estimated distance.
5.5.16.7.1 Appropriate UVC length can be calculated by multiplying the infant's weight (kg) by 3, then, adding 9, then dividing by 2 and adding 1. [(kg x3 + 9) /2+1]
5.5.16.7.2 The tip of the UVC should be at the junction of the inferior vena cava and the right atrium, projecting just above the diaphragm on x-ray.
5.5.16.8 If the catheter meets any obstruction prior to measured distance:
5.5.16.8.1 It has, most commonly, entered the portal system, or
5.5.16.8.2 Wedged in the intrahepatic branch of the umbilical vein
5.5.16.9 Withdraw catheter 2 to 3cms, gently rotate and reinsert in an attempt to get tip through the ductus venosus
5.5.16.10 If the catheter is in the portal circulation, leave the misdirected catheter in its place. Pass a new 5 Fr catheter into the same vessel. Once the catheter is in good position, remove the misdirected catheter. This procedure has a success rate of 50%.
5.5.17 In the event the catheter cannot be advanced, or no blood can be obtained, remove the catheter and notify the Pediatrician/Neonatologist for further orders.
5.5.18 When the catheter has been advanced to the appropriate length and blood can be aspirated, note the centimeter mark at the level of the skin.
5.5.19 With a needle holder, secure sutures to the stump using a purse string closure. After x-ray for catheter placement confirms proper placement, using the same suture, tie around catheter to hold in place. Temporarily tape catheter(s) in place until x-ray is completed.
5.5.20 Obtain a chest x-ray immediately after line placement to verify proper location of tip.
5.5.21 If the line needs adjustment, the line may be withdrawn to the appropriate level but cannot be advanced once the sterile field has been disassembled.
5.5.22 In the delivery room, when emergency vascular access is needed, the umbilical catheter will be flushed with saline and attached to a 3-way stopcock.
5.5.22.1 Don sterile gloves
5.5.22.2 Prep the cord with Povidone-iodine solution or chlorhexidine solution as appropriate.
5.5.22.3 Tie umbilical tape around the base of the cord.
5.5.22.4 Cut cord 1-2cms above the base.
5.5.22.5 Place a 5 Fr umbilical catheter into the vein until a blood return is obtained. This should be 3-5cms. If the catheter is inserted further,

there is a risk of infusing hypertonic solution into the liver and causing damage to the liver.

5.5.22.6 Secure the catheter by taping firmly to the infant's abdomen.

5.5.22.7 When the resuscitation is completed, remove the catheter.

5.6 Documentation:

5.6.1 Document procedure in the nurse's notes of the EMR

5.6.1.1 Time of procedure

5.6.1.2 Reason(s) for procedure

5.6.1.3 Size of catheter(s) length of insertion

5.6.1.4 X-ray placement of catheter

5.6.1.5 Circulation of buttocks, legs, toes, strength of femoral pulses before and after catheter placement

5.6.1.6 Infant's tolerance to procedure

5.6.2 A written consent per hospital protocol is obtained and placed in the infant's medical record prior to procedure if not a lifesaving procedure. If consent is not obtained in advance, parent/guardian is to be notified as soon as possible after procedure.

5.6.3 Utilize the "Special Care Nursery Procedure Note" to record the procedures performed by the ALS RN. One copy will be placed in the individuals' personal file in the Intermediate NICU.

6.0 References:

6.1 Magnan, J.P., Kulkami, M., Umbilical Vein Catheterization (2022) https://emedicine.medscape.com/article/80469-overview

6.2 Sawyer, T., Kulkami, M., Umbilical Artery Catheterization (2022) https://emedicine.medscape.com/article/1348931-overview

6.3 University of California, San Francisco – Standardized Procedure Neonatal Umbilical Vessel Catheterization (2008) http://www.ucsfmedicalcenter.org/medstaffioffice/Standardized_Procedure/Neonatal%20Umbilical%20Vessel%20Catheterization.pdf

6.4 Rady Children's Hospital, San Diego (2017) Neonatal Umbilical Vessel Catheterization, Standardized Procedure SP 2-02

7.0 Attachment: Not applicable

8.0 Summary of Revisions:

8.1 Reviewed and submitted without change

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Delineation Of Privileges
Anesthesiology

Provider Name: _____

INSTRUCTIONS

1. Check the **Request** checkbox to request a group of privileges (such as Primary Privileges or a Privilege Cluster).
2. **Uncheck** any privileges you do not want to request within that group.
3. Check off any **special privileges** you want to request.
4. Sign the form and submit it with all required documentation.

CORE PRIVILEGES IN ANESTHESIOLOGY

[ ] REQUEST CORE PRIVILEGES

Plan and administer anesthesia care for patients with all anesthesia classifications. Includes provision of pain relief, maintenance/restoration of a stable condition, pre-operative risk assessment, and optimization.

Required Section Qualifications:

- **Membership**: Meet all requirements for medical staff membership.
- **Education/Training**: Completion of an ACGME or AOA accredited Residency training program in Anesthesiology.
- **Continuing Education**: Active CME credits as required for licensure by the State of California (waived if residency was completed within the last 24 months).
- **Certification**: Current certification by the American Board of Anesthesiology or American Osteopathic Board of Anesthesiology or Board Eligible with completion within 3 years of obtaining privileges.
- **Initial Experience**: Documentation of a minimum of 500 anesthesiology cases representative of scope/complexity during the previous 2 years (waived if training completed during the previous year).
- **Reappointment Experience**: Documentation of a minimum of 500 anesthesia cases during the previous 24 months.

- **Additional Qualifications**: Active agreement with the current contracted anesthesiology group to provide services.

Core Clinical Privileges:

- [ ] Requested | Assessment of, consultation for, and preparation of patients for anesthesia (including history and physical examination).
- [ ] Requested | Medical management of patients during the peri-operative period under physical and emotional stress.
- [ ] Requested | Management of postanesthetic recovery, including procedural pain.

Procedures:

- [ ] Requested | Supervise and administer general anesthesia.
- [ ] Requested | Supervise and administer regional anesthesia.
- [ ] Requested | Insertion of temporary pacemaker for life-threatening arrhythmias.

PRIVILEGE CLUSTER: OBSTETRICAL ANESTHESIOLOGY

[ ] REQUEST OBSTETRICAL CLUSTER
Comprehensive anesthetic management of women during pregnancy and the puerperium.

Required Section Qualifications:

- **Prerequisite**: Must qualify for and be granted primary core privileges in anesthesiology.
- **Initial Experience**: Documentation of clinical services representative of the scope and complexity during the previous year (waived if training completed in the previous year).
- **Reappointment Experience**: Documentation of clinical services representative of the scope and complexity during the previous 24 months.

Obstetrical Clinical Privileges:

- **[ ] Requested** | Assessment of fetal status and possible maternal co-morbidity; development of an integrated anesthetic care plan with peri-operative fetal monitoring.

- **[ ] Requested** | Development of a plan for emergency Cesarean delivery and postoperative analgesia; collaboration to prevent preterm birth.
- **[ ] Requested** | Supervision and administration of regional and general anesthesia to women during pregnancy and the puerperium.

PRIMARY PRIVILEGES IN PAIN MEDICINE

[ ] REQUEST PAIN MEDICINE PRIVILEGES
Evaluation, treatment, and rehabilitation of patients with non-procedural pain (i.e., chronic and cancer pain).

Pain Medicine Clinical Privileges:

- **[ ] Requested** | Admit to inpatient or appropriate level of care.
- **[ ] Requested** | Perform history and physical examination for inpatient admission.
- **[ ] Requested** | Evaluate, diagnose, provide treatment, consultation, and medically manage patients with non-procedural pain complaints.

Procedures:

- **[ ] Requested** | Discography.
- **[ ] Requested** | Differential spinals and epidurals.
- **[ ] Requested** | Facet injections.
- **[ ] Requested** | Cervical nerve root injections.
- **[ ] Requested** | Lumbar and thoracic nerve root injections.
- **[ ] Requested** | Epidural and intrathecal injections.
- **[ ] Requested** | Arthrocentesis and joint/bursae injection.
- **[ ] Requested** | Chemoneurolysis.
- **[ ] Requested** | Neuroablation -- all modes.
- **[ ] Requested** | Peripheral nerve block.
- **[ ] Requested** | Percutaneous therapeutic discal injections.

- **[ ] Requested** | Percutaneous discectomy.
- **[ ] Requested** | Trigger point injections.
- **[ ] Requested** | Sympathetic ganglion blocks.
- **[ ] Requested** | Use of botox.

PRIVILEGE CLUSTER: PEDIATRIC ANESTHESIA

[ ] REQUEST PEDIATRIC CLUSTER
Provide anesthesiology services for patients who are considered pediatric patients.

Required Section Qualifications:

- **Education/Training**: Completion of an ACGME or AOA fellowship training program in pediatric anesthesiology is preferred.

Pediatric Clinical Privileges:

- **[ ] Requested** | Plan and administer anesthesia care for pediatric patients across all anesthesia classifications; assess risk and optimize pre-/intra-/post-surgery conditions.
- **[ ] Requested** | Assessment, consultation, and preparation (including history and physical exam).
- **[ ] Requested** | Medical management during the peri-operative period for physical and emotional stress.
- **[ ] Requested** | Management of postanesthetic recovery and postprocedural pain.

Procedures:

- **[ ] Requested** | Supervise and administer general anesthesia.
- **[ ] Requested** | Supervise and administer regional anesthesia.
- **[ ] Requested** | Insertion of temporary pacemaker for life-threatening arrhythmias.
- **[ ] Requested** | Perform perioperative transesophageal echocardiography (TEE).

SPECIAL PRIVILEGES: FLUOROSCOPY

[ ] REQUEST FLUOROSCOPY PRIVILEGE
Imaging technique utilizing X-rays to obtain real-time moving internal images.

Required Section Qualifications:

- **Education/Training**: Documented training and supervised experience during residency/fellowship. If training occurred >1 year ago, must show evidence of ongoing clinical practice.
- **[ ] Requested** | Fluoroscopy
- **Initial Experience**: Documentation of clinical services matching scope/complexity during the previous year (waived if training completed in the past year).
- **Reappointment Experience**: Documentation of clinical services matching scope/complexity during the past 24 months.
- **Additional Qualifications**: Current ACLS certification with skills demonstration.
- **Certification**: Requires active certification by the California Department of Health.

APPLICANT ACKNOWLEDGMENT & SIGNATURE

I have requested only those privileges for which, by education, training, current experience, and demonstrated competency, I am entitled to perform and wish to exercise at Pioneers Memorial Hospital. I agree to be bound by the Medical Staff Bylaws and attest that my professional liability insurance covers the requested scope. I affirm I will seek consultation when a patient's needs exceed my clinical expertise. Emergency situations waive these restrictions as governed by Medical Staff Bylaws.

Applicant Signature: _____ Date: _____

DEPARTMENT CHAIR RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation and make the following recommendation(s):
[ ] Recommend as Requested
[ ] Recommend with Conditions/Modifications (Specified Below)

Explanation/Notes:

_____

Department Chair Signature: _____ Date: _____

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: August 27, 2026

SUBJECT:

Authorize the approval of the Statement of Work pursuant to the Master Services Agreement between Baker Tilly Advisory Group, LP ("Baker Tilly") and Imperial Valley Healthcare District ("IVHD") for services including preparation of Medicare, Medi-Cal and HCAI cost reports and supporting workpapers for fiscal year ending June 30, 2026.

BACKGROUND:

While conducting business as Pioneers Memorial Hospital, IVHD previously contracted with Baker Tilly *formerly Moss Adams LLP* for many years for services including cost report preparation, financial audit and consulting services regarding appeals. This Statement of Work includes the preparation of the Medicare, Medi-Cal and HCAI cost reports for the fiscal year ended June 30, 2026.

KEY ISSUES: None

CONTRACT VALUE: estimate - $92,440 (excluding appeals)

CONTRACT TERM: One Year Agreement (reports for FY ending June 30, 2026)

BUDGETED: Yes

BUDGET CLASSIFICATION: Purchased Services

RESPONSIBLE ADMINISTRATOR: Carly Loper, CFO

DATE SUBMITTED TO LEGAL: 8/11/2026 **REVIEWED BY LEGAL:** [X] Yes [ ] No

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

RECOMMENDED ACTION:

That the Board authorizes the approval of the Statement of Work pursuant to the Master Services Agreement between Baker Tilly Advisory Group, LP ("Baker Tilly") and Imperial Valley Healthcare District ("IVHD"), as outlined.

Master Services Agreement Statement of Work
CONSULTING SERVICES – Reimbursement Services

IMPERIAL VALLEY HEALTHCARE DISTRICT

AUGUST 10, 2026

This Statement of Work (“SOW”) is issued pursuant to the Master Services Agreement (the “MSA” or "Agreement") between Moss Adams LLP and you. Due to a merger and restructuring of our business, we will deliver services to you through Baker Tilly Advisory Group, LP (“Baker Tilly,” “we,” “us,” and “our”) and the parties agree that for purposes of this SOW, all rights and obligations of Moss Adams LLP in the MSA are assigned to and assumed by Baker Tilly. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement. For purposes of this SOW Imperial Valley Healthcare District may be referred to as “Company”.

Facilities and Periods Covered

Baker Tilly will provide the below services for the facilities (individually, a “Facility,” and collectively, the “Facilities”) listed below:

Facility Name	Provider No.	Fiscal Year End
Imperial Valley Healthcare District	05-0342	June 30, 2026

Scope of Services

Baker Tilly will prepare the Medicare, Medi-Cal, and HCAI cost report(s) in a manner consistent with Medicare/State rules and regulations for the fiscal year ended June 30, 2026. Prior cost report audit adjustments applicable to the current period will be incorporated into the cost report, if available, in compliance with cost reporting requirements. We will not audit or perform third-party verification of the underlying data. Below is a summary of our service:

1. Trial balance download and cost report groupings: Download the trial balance into an Excel file format, sort, and group to appropriate cost centers.
2. Preparation of the cost report typically includes but is not limited to the following tasks after completion of step one:
    - Compile patient days, discharges, observation services from the statistical data provided by Company personnel.
    - Prepare reclassifications and supporting workpapers.
    - Prepare adjustments and supporting workpapers.
    - Complete the physician compensation schedules between Part A and Part B services.
    - Prepare revenues by department, making sure all revenue reclassifications are made to match any reclassifications and removing physician related income, if any, to correspond to any Worksheet A-8-2 adjustments.
    - Prepare supporting workpapers for the allocation statistics. Some of these workpapers may be compiled by hospital personnel, such as square footage statistics and meal counts.
    - Summarize and group all Medicare PS&R data to the appropriate line and cost center.
    - Assess and confirm that all interim payments and lump sum payments are properly accounted for and reported in the Medicare cost report accurately.
    - Complete the wage index schedules for the applicable cost reports.
    - Review the Medicare bad debt schedules prepared by the hospital(s) for reasonableness.

- If applicable, review Medical Education allocations provided by the hospital(s) for reasonableness.
- If applicable, work with your staff to compile Rural Health Clinic encounters and productive FTEs.
- If applicable, work with your staff to compile HHA/Hospice encounters and productive FTEs.
- Enter all the information into the cost report software and check for consistency from worksheet to worksheet.
- Upon request, Baker Tilly will assist you with filing appeals related to the settlement of the cost report.
- To the extent you require assistance with any other additional reimbursement tasks outside of this scope, we will furnish these services, upon request, under the hourly rate provision of this SOW.

Upon completion of the report(s), Baker Tilly will provide a complete package of the Medicare, Medi-Cal, and HCAI cost report(s) for filing with your Medicare Administrative Contractor ("MAC"). The package(s) will be provided via the Baker Tilly secure portal upload process. It is the Company's responsibility to obtain the appropriate signature(s) for submission and file the report(s) and all supporting documentation to the MAC.

The HCAI report is due 4 months from the cost report fiscal year end due date. However, HCAI grants up to 90 days of filing extension. In completion of this report, we rely upon information that is present in the Medicare cost report filing. Therefore, there is a high likelihood filing extension for the HCAI report will be needed. For the HCAI report, it will be filed electronically by Baker Tilly using the HCAI electronic filing system known as SIERA. An HCAI certification page will be generated and emailed by HCAI to the Company representative on file. It is the Company's responsibility to execute on the HCAI certification page.

Our fee estimates are based on being able to timely complete your cost report(s). In order to meet the November 30, 2026, deadline for the Medicare cost report(s) filing, we request that the majority of the requested information be received no later than September 1st. We cannot guarantee timely completion of the report(s) if critical information is not available by this date.

In addition, Baker Tilly will provide an annual Wage Index Optimization plan for the company. The purpose of this engagement is to report the Company's wage index information in a manner that is complete, proper, and compliant with Medicare cost reporting instructions and regulations while maximizing your Medicare reimbursement for the following provider(s):

The goal is to increase the average hourly wages of the Company which will result in an overall increase in the unadjusted Medicare Wage Index factor within the Company's Core Based Statistical Areas ("CBSA") leading to greater Medicare payments for the facility.

Baker Tilly will review and submit a list of improvements to the company for the wage index data. Areas of review may include but are not limited to the following:

- Payroll Data
- General Ledger Salaries and Benefits
- Contract Labor
- Physician Part A Allowable Costs

Baker Tilly will propose corrections to the filed wage index data, as applicable, by September 1, and will provide Medicare Wage Index audit assistance throughout the course of the engagement.

Baker Tilly's services will consist of but are not limited to the following:

- Baker Tilly will obtain from the Company, review, and compile the following information related to the reporting of Medicare wage index data on Worksheets S-3, Part II, III, IV, and V of the filed June 30, 2026, cost report:
  - Payroll report data for the proper reporting of paid hours
  - General ledger data for the proper reporting of salaries and wage related costs (i.e., employee benefits)
  - Accounts payable distribution report for the proper reporting of contract labor professional fees and hours, if available
  - Contracts for the proper reporting of contract labor professional fees and hours, if available
  - Information from contract vendors for the proper reporting of contract labor professional fees and hours, if available
  - Medical Director contracts and/or time study documents for the proper reporting of Physician Part A Administration professional fees and hours
  - Cash contributions and actuary report(s) pertaining to the Company's qualified defined benefit plan for the proper reporting of retirement expenses, if applicable
  - Health related services not covered by employee's plan that is provided by you at no cost or at a discounted cost for the proper reporting of health insurance expenses
- Baker Tilly will quantify Company's updated average hourly rate to be reported on Worksheet S-3, Part III, Column 6, Line 6. A schedule showing a comparison of the updated Worksheet S-3, Parts II, III, and IV information to the as-filed Worksheet S-3, Parts II, III, and IV information will be presented to the Company for purposes of comparing the corrected average hourly rate to the filed average hourly rate in the June 30, 2026, Medicare cost report.
- Upon approval by the Company, Baker Tilly will submit a request to the Medicare Administrative Contractor ("MAC") for wage index data corrections, as allowed by CMS' published wage index timetable (TBD), if necessary. It is anticipated that CMS will require wage index data corrections be submitted to the MAC on or before September 1.
- Upon approval by the Company, Baker Tilly will assist Company with any audit by the MAC of the filed Wage Index data reported on Worksheet S-3, Parts II, III, IV, and V in accordance with CMS's published FFY2029 wage index timetable. We will review CMS' revised FFY2029 public use files ("PUF") to ensure MAC approved wage index corrections have been properly transmitted to CMS. The updated PUF is typically released in January each year.
- In the event the MAC or CMS implements any negative adjustments to Company's wage index information, thereby creating an avenue for appeal for the Company, appeals of the final wage index survey data is NOT a service covered by this engagement.

Your Responsibilities for Wage Index

Prior to preparation of the Wage Index Improvement, Baker Tilly will send the facility a worksheet listing the majority of the information needed for completion of these reports. You will be responsible for ensuring all documentation necessary for complete and accurate filing is furnished in a timely manner that ensures a timely filing. You will be responsible for ensuring all data furnished to Baker Tilly for the report preparation is true, accurate and correct.

Our fee estimate is based on the following:

- At a minimum, payroll data must be downloadable by the facility into an Excel file format, with separate columns for account, site, function numbers and description, with ending balance.
- Company will provide contract labor data that identifies all payments and hours associated with nursing and non-nursing personnel. This information will be in sufficient form and detail to allow the Medicare Administrative Contractor to be able to review contract and invoice support upon their request.

Your Responsibilities for the Cost Reports

Prior to preparation of the Medicare and Medi-Cal cost report(s), Baker Tilly will send the facility a worksheet listing the majority of the information needed for completion of these reports. You will be responsible for ensuring all documentation necessary for complete and accurate filing is furnished in a timely manner that ensures a timely cost report filing. You will be responsible for ensuring all data furnished to Baker Tilly for the preparation of these cost reports is true, accurate and correct.

Our fee estimate is based on the following:

- At a minimum, the general ledger must be downloadable by the facility into an Excel file format, with separate columns for account, site, function numbers and description, with ending balance.
- Company can access the Medicare Administrative Contractor's ("MAC") paid claim summary report ("PS&R") data and can provide this information to Baker Tilly in a .csv and .pdf format, as ordered and received from the MAC. Access to the PS&R data should also allow the Company to file their Medicare cost report using the MAC's MCReF filing process.
- Company will provide internally generated Medicare bad debt, Disproportionate Share Hospital ("DSH") Medicaid eligible days and Worksheet S-10 uncompensated care support to Baker Tilly unless this documentation is furnished by Baker Tilly per a separate Statement of Work ("SOW").

The cost report package will be submitted to the facility and facility personnel will obtain the appropriate signatures.

Limitations

Our services will be based, in part, on data provided by you, and we will rely on you to ensure that we are provided complete, accurate and verifiable data. Please be advised that we will not audit or perform third-party verification of the underlying data. Therefore, you are responsible for ensuring all books, records, data sets, etc. conform with Medicare rules, regulations, and instructions. Accordingly, we will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information. Baker Tilly may report to your compliance officer or, if no compliance officer has been appointed, the Chief Executive Officer, any compliance concerns identified during the course of performing these services. You agree to take responsibility for pursuing appropriate action on any such items that we identify.

If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Baker Tilly may report to your compliance officer or, if no compliance officer has been appointed, the Chief Executive Officer, any compliance concerns identified during the course of performing these services. You agree to take responsibility for pursuing appropriate action on any such items that we identify.

Responsibility for Financial Statements

You are fully responsible for your financial statements, including the establishment and maintenance of adequate records and effective internal controls over financial reporting. Baker Tilly assumes no responsibility to provide you with assurance about the accuracy of financial statements, or whether such financial statements are free of misstatements due to fraud or in compliance with applicable laws or regulations.

Management Responsibilities

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, Company management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service by designating an individual, preferably within senior management, who possesses skill, knowledge, and/or experience to oversee our nonattest services. The individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that the Client will designate an appropriate person to oversee the nonattest services and that, in the opinion of the Company, is qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Charges for Services

We estimate that our fees for these services will be as follows:

Service Description	Year End Date	Estimated Due Date	Fees
Medicare Cost Report	06/30/2026	11/30/2026	$20,000
Medi – Cal Cost Report	06/30/2026	11/30/2026	$5,000
HCAI Annual Report Preparation*	06/30/2026	10/31/2026	$31,500
RHC Reconciliation Report Preparation (3 reports)	06/30/2026	11/30/2026	$5,775
State Controllers Report Preparation and Filing	06/30/2026	01/31/2027	$5,250
AB 915 Annual Report Preparation	06/30/2026	1/15/2027	$4,000
FFY 2029 Wage Index Review and Improvements	06/30/2026	09/01/2027	$12,000
CA State Controller's Office Local Government Compensation Report Preparation	12/31/2026	04/30/2027	$1,750
CA Medicaid DSH Survey Preparation	06/30/2024	04/30/2027	$7,165
Medicare Cost Report Appeals (includes Federal Register appeal on September 30th federal fiscal year end)**	TBD	TBD	Hourly Rate**
Other Consulting Services Approved by Company (Time and Charge)			T&C
TOTAL (Excluding Other Consulting Services)			**$92,440**

*HCAI annual reports are due four months after year end, but a 90-day filing extension is available for use.
**Upon issuance of NPR or Federal Register by CMS or MAC
**Estimate at $13,000 per cost reporting period

The fee estimate is based on anticipated cooperation from your personnel, the expectation that your records will be in good order, and the assumption that unexpected circumstances will not be encountered during the engagement. If we find that significant additional time is likely to be necessary, we will attempt to discuss it with you and arrive at a new fee estimate before we incur significant additional fees or expenses.

Payment for Services

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of hospital records. To assist you in this process, we will provide you with a data request list that identifies the key information we will need in order to proceed. We also request that your staff is available during the engagement to respond in a timely manner to our requests. If we find that significant additional time is likely to be necessary, we will attempt to discuss it with you and arrive at a new fee estimate before we incur significant additional fees or costs.

Any additional consulting services such as workpaper preparation, assistance with Medicare audits, review of audit adjustments, billing inquiries (for services provided to patients), cost analyses, work that has to be redone due to new data provided, and compliance programs and reviews will be provided at an hourly rate. If additional services, outside of the Scope of Services set forth in this SOW, are requested, Baker Tilly will provide such additional services at our then applicable hourly rates. The hourly rates range from $275 to $925 per hour based on the experience of the individuals involved. All services and expenses will be billed monthly. Upon request, Baker Tilly will provide an estimate of required time to complete a project involving additional services outside the Scope of Services set forth in this SOW.

If you choose to pay Baker Tilly invoices, for any or all services per this SOW, via a credit card payment, Baker Tilly will pass on to you its service fees charged from the credit card company.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

Data Privacy & Security; Alternative Practice Structure

The attached Data Privacy & Security; Alternative Practice Structure Addendum is incorporated herein by reference and made an integral part of this SOW.

This SOW is effective as of the date set forth above.

ACCEPTED AND AGREED

CLIENT NAME

Signature: _____

Print Name: Carly Loper

Officer Title: Chief Financial Officer

BAKER TILLY ADVISORY GROUP, LP

Signature: _____

Print Name: Stacie Snider

Title: Senior Manager

Client: #915188
v. 06/04/2025

DATA PRIVACY & SECURITY; ALTERNATIVE PRACTICE STRUCTURE ADDENDUM

Data Privacy and Security:

(a) To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws, and such processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies, or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands that Baker Tilly, Baker Tilly US, LLP, and Moss Adams Advisory Group, LP and their affiliated entities (collectively, the "Baker Tilly Entities") may co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place among the entities, and by executing this SOW, you hereby consent to the sharing of Client data, Client files, workpapers and work product with such Baker Tilly Entities. Baker Tilly US, LLP and Moss Adams Advisory Group, LP and their affiliated entities are bound by the same confidentiality obligations as Baker Tilly. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that the Baker Tilly Entities have the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for the Baker Tilly Entities' business purposes and with the outputs owned by the Baker Tilly Entities. For clarity, the Baker Tilly Entities will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for the Baker Tilly Entities' use of aggregated/de-identified data.

(b) Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are documented in Baker Tilly's policies and procedures. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes, or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy

related incidents or breaches related to this SOW, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Alternative Practice Structure:

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations, and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Certificate Of Completion

Envelope Id: A7199847-6A8A-856A-807F-564D056641E0
Status: Delivered
Subject: Complete with Docusign: Imperial Valley SOW 8.10.26.pdf
Deltek Client Engagement Code (123456.XXXX): 915188
Office Location:
Portland
Document Type: Consulting - SOW and Agreements
Source Envelope:
Document Pages: 9 Signatures: 0
Certificate Pages: 3 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Jennifer Olson
999 Third Avenue
Suite 2800
Seattle, WA 98104
jennifer.olson@bakertilly.com
IP Address: 199.27.34.209

Record Tracking

Status: Original
8/10/2026 4:08:14 PM
Holder: Jennifer Olson
jennifer.olson@bakertilly.com
Location: DocuSign
Security Appliance Status: Connected
Pool: Security Pool

Signer Events	Signature	Timestamp
Carly Loper cloper@iv-hd.org Chief Financial Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/10/2026 10:35:03 PM ID: 0d5878cd-60f5-4742-a8b9-494962a7374a		Sent: 8/10/2026 4:13:26 PM Viewed: 8/10/2026 10:35:03 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kyra Timian Kyra.Timian@bakertilly.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/10/2026 4:13:27 PM
Stacie Snider stacie.snider@bakertilly.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/10/2026 4:13:27 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/10/2026 4:13:27 PM
Certified Delivered	Security Checked	8/10/2026 10:35:03 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSENT FOR USE OF ELECTRONIC SIGNATURES AND DOCUMENTS

By selecting the "I Accept" button, you are signing this document electronically. You agree your electronic signature is the legal equivalent of your handwritten signature on this document. By selecting "I Accept" using any device, means or action, you consent to the legally binding terms and conditions of this document. You further agree that your signature on this document (your "E-Signature") is as valid as if you signed the document in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting agreement. You are also confirming that you are authorized to sign this document. Finally, you understand and agree that your E-Signature will be legally binding and such transaction will be considered authorized by you.

Imperial Valley HEALTHCARE DISTRICT

BOARD MEETING DATE: 8/27/2026

SUBJECT: Authorization to approve Medical Directorship agreement for Alidad Zadeh, D.O. at Pioneers Skilled Nursing Center.

BACKGROUND: This agreement is for Medical Directorship for the Skilled Nursing Center per regulations. Agreement in place with Dr. Fareed, this agreement covers Dr. Zadeh to cover when Dr. Fareed is unable to be on-site or in the event of CDPH events.

KEY ISSUES: Practitioner shall be required to provide no more than (22) hours of service per month at the Pioneers Skilled Nursing Center. The physician shall be compensated ($200) per hour.

CONTRACT VALUE: not to exceed $54,000 annually.

CONTRACT TERM: 3 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 Intern Medical Directorship agreement for Alidad Zadeh, D.O. at the Pioneers Skilled Nursing Center.

MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT ("**Agreement**") is entered into and executed as of _____ ("**Effective Date**"), by and between, Imperial Valley Healthcare District dba Pioneers Memorial Hospital a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("**Hospital**"), Alidad Zadeh, D.O., a licensed physician providing medical services in the State of California ("**Director**"). Director and Hospital are sometimes individually referred to hereafter as a "Party," and collectively as "Parties."

This Medical Directorship Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a skilled nursing facility located in Brawley, California ("SNF")

B. Hospital provides skilled nursing care at the SNF.

C. Director is a California licensed Physician ("Physician"). Physician is duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services as the director of the SNF.

D. Hospital desires to engage the services of Director to provide medical directorship services for the SNF.

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

F. Hospital has designated George Fareed, M.D. as the primary Medical Director of the SNF. Hospital desires to engage Director to ensure continuity of medical directorship services during periods when the primary Medical Director is unavailable due to vacation, illness, continuing medical education, or other absence. Director's services under this Agreement are intended to supplement, not duplicate, the services of the primary Medical Director.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Director Availability and Reporting. Hospital hereby contracts with Director to act as its medical director of skilled nursing at the SNF. In connection with the services furnished by Director hereunder. Should Director be unavailable due to vacation plans, continuing medical education, or for any other reason for a period of two or more weeks during the term of this Agreement, Director shall assist the Hospital in finding an appropriate physician to assume the Directorship responsibilities required by this Agreement. This alternate physician shall be

approved in writing, in advance, by the Hospital Administrator. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as ***Exhibit A*** ("**Time and Activity Log**") and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

2. Directorship Services. Directorship services provided herein shall include the following:

a. Supervision and Oversight. Director will supervise and oversee the health services provided at the SNF as outlined in ***Exhibit B*** ("**Medical Director Duties**") of this agreement.

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

c. DNV Accreditation. Director shall meet with Hospital and SNF personnel to assure that the SNF's practices meet or exceed current Det Norske Veritas Healthcare, Inc. ("DNV") guidelines as related to the operation of services at the SNF. Director shall further assist SNF personnel in preparing for DNV surveys.

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

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

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

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

or before the tenth (10th) day of each calendar month for the immediately preceding calendar month.

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

8. Insurance. Director shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the Hospital Bylaws governing Hospital medical staff physicians in a minimum amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate.

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

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

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

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

2. Any act or omission on the part of Director that results in the cancellation of the Director's medical malpractice insurance or loss of ability to participate as a healthcare provider in any federal or state reimbursement program (i.e., Medicare or MediCal).

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

4. The election of Director to file bankruptcy.

5. The revocation or suspension of Medical Staff privileges.

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

7. Any material breach of this Agreement.

c. Early Termination Without Cause. Either party shall have the right to terminate this Agreement without penalty or cause effective at any time. Either party may then terminate this Agreement without cause upon thirty (30) days' advanced written notice to the other party.

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

11. Attorneys' Fees. In the event that either party initiates legal proceedings to enforce or interpret the terms of this Agreement, the party prevailing in such proceedings shall be entitled to recover reasonable attorneys' fees incurred as a result of such proceeding. The prevailing party shall be deemed by the Court as the party to have most prevailed in the proceeding irrespective of whether that party prevailed on any issue.

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

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

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

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

16. Access to Records. Hospital agrees that during normal business hours in accordance with state and federal law, and only to the extent required by state and federal law, Director shall have access to and the right to examine records which relate to any services provided under this

Agreement for a period of not less than two (2) years following the termination or expiration of this agreement. Upon written request of Director, such access shall be extended with respect to any records which Director identifies as the actual or potential matter of investigation or litigation.

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

18. Compliance with Non-Discrimination Laws.

a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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

19. Access to Books and Records. Until the expiration of ten (10) years after the furnishing of any services pursuant to this Agreement, Director shall make available upon written request of the Secretary of the United States Department of Health and Human Departments or of the United States Comptroller General, or of any of their duly authorized representatives, this Agreement and such books, documents, and records of the Department as are necessary to certify the nature and the reasonable cost of services of the Hospital. If Director enters into an agreement with any related organization to provide services pursuant to this Agreement with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, such agreement shall contain a clause to the effect that until expiration of ten (10) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon written request, of the Secretary or to the Comptroller General, or of any of their duly authorized representatives, the agreement and any books, documents, and records of such organization that are necessary to verify

the nature and extent of such costs. This Section shall be of no force and effect if it is not required by law. Ownership of all records, books, and documents remains with the Hospital.

20. NOTICES

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

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

Director: Alidad Zadeh, D.O
751 W Legion Road
Brawley, CA 92227

21. Confidentiality. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and California Civil Code Section 56.10 *et. seq*. as applicable.

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

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

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

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

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

27. Referrals. Nothing in this Agreement requires or is intended to require Director to refer any patients to the Hospital or the SNF. The compensation paid hereunder has been determined with reference to fair market value for the directorship services described herein and does not take into account the volume or value of any referrals by Director to Hospital, the SNF, or any facility or service affiliated with Hospital. Director's clinical referral decisions shall be based solely on the medical needs of the patient.

28. Medical Director Qualifications. The SNF is operated as a distinct part of Hospital's acute care facility. Pursuant to California Health and Safety Code § 1261.4(e), Director represents and warrants that Director satisfies at least one of the following qualifications: (a) Director is certified, or is pursuing certification, by the American Board of Post-Acute and Long-Term Care Medicine as a Certified Medical Director; or (b) Director is board certified in a medical specialty consistent with the type of care provided in the SNF, and Director's role as medical director has been reviewed and approved by Hospital's leadership. Director shall notify Hospital in writing within ten (10) days if Director ceases to satisfy the foregoing qualifications. Failure to maintain the qualifications required by this Section shall constitute grounds for immediate termination of this Agreement pursuant to Section 9(b).

29. Supersession of Prior Agreement. This Agreement supersedes and replaces in its entirety that certain Medical Directorship Agreement between Pioneers Memorial Healthcare District and Director dated on or about August 17, 2023, which shall terminate and be of no further force or effect as of the Effective Date of this Agreement.

30. Non-Concurrent Directorship Services. Director's services under this Agreement shall not be performed concurrently with directorship services performed by any other physician engaged by Hospital for the SNF. Director shall not bill or log time under this Agreement for any hour during which another physician is simultaneously performing directorship services at the SNF

on behalf of Hospital.

31. No Duplicate Billing. Director shall not bill, log, or seek compensation under this Agreement for any services that are provided pursuant to, or compensable under, any other agreement between Director and Hospital, including but not limited to hospitalist services, on-call services, or direct patient care. Time recorded on the Time and Activity Log (Exhibit A) shall reflect only administrative directorship services as described in Exhibit B of this Agreement.

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

IMPERIAL VALLEY HEALTHCARE DISTRICT:

By_____ Date_____
Carly Zamora, Interim CEO

DIRECTOR:

_____ Date_____
Alidad Zadeh, D.O.

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

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	**Services Performed**	**Time**

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature:_____ Date: _____

EXHIBIT B

MEDICAL DIRECTOR DUTIES

The responsibilities of the Director shall include, but not limited to the following:

1) Provide medical direction and coordination for the health care activities and services provided by the health care staff.
2) Implement and review resident care policies to ensure compliance with current standards of practice, including: (1) admission and care practices that address the types of residents that may be admitted and retained based on the ability of the SNF to provide the required services and care; (2) integrated delivery of care; (3) use and availability of ancillary services such as x-ray and laboratory; (4) Resident formulation and implementation of advanced directives, Physician Orders for Life Sustaining Treatment (POLST), and end-of-life care; (5) resident decision-making and medical care options; (6) resolution and communication of medical errors and related issues; (7) oversight of allowed research projects;
3) Provision of physician services including, but not limited to: (1) twenty-four (24) hour physician care availability; (2) review of residents' conditions and program of care at each visit, including medications and treatments; (3) documentation of progress notes with signatures; (4) resident visits as frequently as required; (5) signing and dating all orders; (6) review of and response to consultant recommendations relating to provision of physician services
4) Oversight of other licensed practitioners including ensuring visits, medical orders, and providing feedback to such other practitioners.
5) Train staff on when to contact a practitioner and what information to gather prior to such contact
6) Provide in-service and education to facility and medical provider staff
7) Promote readmission reduction and assist with in-house physician education
8) Promote deprescription and reduction of antipsychotic use
9) Serve as a member of the CQI, QAPI, and antibiotic stewardship committee and readmission committee
10) Be available, present, and participate in all surveys and inspections of the SNF,

EXHIBIT C

Hours & Compensation

Hospital shall pay the Director a flat sum of two hundred dollars ($200.00) per hour.

Director shall provide no more than five and half (5.5) hours per week for SNF directorship services pursuant to this agreement.

The annual compensation paid to Director for directorship services pursuant to this agreement shall not exceed fifty-four thousand ($54,000.00) per year.

Compensation shall be paid by the 15th day of the month after directorship services are furnished, provided a legible time sheet showing services provided is submitted.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: August 27th, 2026

SUBJECT: Authorization to approve Professional Service Agreement for George A. Rapp, M.D.

BACKGROUND: This agreement is for Professional Interventional Radiology Services within Imperial Valley Healthcare District. This is renewal agreement, with expansion of the service line.

KEY ISSUES: Physician will be compensated on base compensation of ($780,000) annually at sixty-five thousand ($65,000) per month. In addition to the compensation for coverage, hospital will pay physician wRVU compensation annually at $73.00 in excess of 10,028 wRVU. Increase of $60,000 annually from previous agreement, with expansion of service line.

CONTRACT VALUE: approximately $800,000 value varies depending on wRVU**.**

CONTRACT TERM: 3 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 Professional Service Agreement for George A. Rapp, M.D.

PROFESSIONAL SERVICES AGREEMENT
(Interventional Radiology)

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is entered into and executed as of September 1st, 2026 ("**Effective Date**"), by and between Imperial Valley Healthcare District dba Pioneers Memorial Hospital a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("**Hospital**"), and George A. Rapp, M.D., a California professional medical corporation registered to provide medical services in the State of California ("**Practitioner**"). Practitioner and Hospital are sometimes individually referred to hereafter as a "Party," and collectively as "Parties."

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

RECITALS

A. Hospital owns and operates a general acute care hospital located in Brawley, California and rural health clinics ("**Clinics**"), in Calexico and Brawley, California, and by the Effective Date, may also own and operate a second general acute hospital located in El Centro, California.

B. Practitioner, through George Rapp, M.D. ("**Physician**"), is duly licensed and qualified to practice medicine, including surgery, under the laws of the State of California and is experienced and qualified to provide specialty medical services in the field of Interventional Radiology ("**Specialty**").

C. Hospital has determined that entering into an agreement with the Practitioner is an appropriate way to assure the availability of such Specialty services for its patients and to maintain a high quality of patient care.

D. The Parties furthermore acknowledge that many of the patients of the Hospital and Clinics will be referred there by outside physicians.

E. The Parties desire to enter into this Agreement to set forth their respective responsibilities in connection with Hospital's and Practitioner's provision of Services for treating patients during the term of this Agreement beginning upon the Effective Date.

NOW, THEREFORE, the Parties agree as follows:

A G R E E M E N T

1. DUTIES OF PRACTITIONER

a. **Professional Services**. Practitioner shall provide all professional medical services ("**Professional Services**") as set forth in ***Exhibit A***, as reasonably required for coverage and patient care. Practitioner shall provide the Professional Services during regular hours of operation, as mutually agreed upon by the parties, and as more specifically set forth in ***Exhibit B*** ("**Practitioner Coverage**").

b. **Qualifications of Practitioner**. Practitioner shall be: (a) duly licensed by the State of California (b) have levels of competence, experience and skill comparable to those prevailing in the community; (c) are not excluded from any governmental healthcare program, (d) is a member in good standing of the Medical Staff of Hospital, and, within one (1) year following commencement of provision of services in the Agreement, become board certified in Specialty.

c. **Applicable Standards**. Practitioner shall perform all Specialty services under this Agreement in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body, including compliance with the accreditation requirements of Det Norske Veritas (DNV), having authority to set standards for health care facilities, and in accordance with all Hospital and Medical Staff bylaws, rules, regulations, policies and procedures.

d. **Records and Documentation**. For each patient receiving Services, Practitioner shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record the visit in the Hospital's electronic medical record (EMR) system or on the forms provided by the Hospital. Subject to applicable restrictions on disclosure, Practitioner shall have reasonable access, including the right to make copies, during business hours of all such medical records and reports as they may need from time to time for patient care or responding to any legal, judicial or third party administrative/investigative inquiries.

e. **Use of Premises.** Practitioner shall not use, or knowingly permit any other person who is under Practitioner's direction to use, any part of the Hospital's premises for (i) the private practice of medicine – except for incidental telephonic communications – via voice, voicemail, text and/or e-mail – relating to external clinical work-practice, or (ii) any purpose other than the performance of the services required hereunder.

f. **Non-Discrimination.** During the performance of this Agreement, Practitioner (including employees and subcontractors) shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or family care leave. Practitioner and shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Practitioner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title

2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Chapter 5, Division 4 are incorporated into this contract by reference as if duly set forth herein. Practitioner shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Practitioner shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF PRACTITIONER. Practitioner hereby warrants and represents as follows:

a. Review of Compliance Requirements. Practitioner acknowledges that Hospital has a commitment to full compliance with all laws, regulations and guidance relating to its participation in the federal and state healthcare programs, and, as a result, has implemented a compliance program including, without limitation, mandatory requirements related to ongoing compliance training and education programs for its workforce, medical staff and persons/entities that conduct healthcare business with the Hospital. As a condition to this Agreement, Practitioner shall provide written acknowledgement that Practitioner and Practitioner's principal, employees, subcontractors and/or agents who are engaged/authorized by Practitioner to act under or in relation to this Agreement, have received (or have been provided with electronic or other access to), read and understood, and agree they will comply with all pertinent provisions of, Hospital's compliance program materials and "Code of Conduct of Medical Staff."

b. Practitioner Is Not Restricted. Practitioner is not bound by any agreement or arrangement which would preclude Practitioner from entering into, or from fully performing the services required under, this Agreement.

c. Practitioner is Qualified. Practitioner's license to practice medicine in the State of California, or in any other jurisdiction, has not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Additionally, Practitioner's medical staff privileges at any health care facility have not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction.

d. Prohibition from Program Participation. Practitioner, including employees, has not been (a) excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), nor (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid);

e. Notification of Threatened Exclusion From Program Participation. Practitioner shall notify Hospital immediately in writing if Practitioner becomes the subject of (a) any threatened, proposed or actual exclusion, suspension or debarment, (b) any conviction of a criminal offense related to conduct that would or could trigger an exclusion, of it or any of its agents or employees from any federal or state health care program, (c) any investigatory, disciplinary, or other proceeding by any governmental, professional, licensing board, medical staff, or peer review body, or (d) any event that substantially interrupts all or a portion of

Practitioner's professional practice or that materially adversely affects Practitioner's ability to perform Practitioner's obligations hereunder.

f. **Third-party Payment, Managed Care Programs, and Charity Care**. Practitioner shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts for services rendered by Practitioner under these programs as payment in full for services of the Practitioner to Clinic patients. Hospital will provide to Practitioner timely notification of new contract negotiations. Hospital will also pay, or provide, for the Practitioner's credentialing with third-party payment or managed care programs. Practitioner shall participate in Hospital's Financial Assistance Program including Full Charity Care and Discount Partial Charity Care. Hospital will provide Practitioner with a copy of its Financial Assistance Program and any amendments thereto.

3. COMPENSATION FOR PRACTITIONER

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

b. **Taxation of Income**. The Parties understand that the Hospital will bill, collect and retain the proceeds from all charges for medical services, and may use the Practitioner's Principal's Billing Provider number for such purposes. Practitioner understands and agrees that Hospital will issue Practitioner an IRS Form 1099 at the end of each calendar year for compensation paid by Hospital to Practitioner under this Agreement. Practitioner understands and agrees that the payment of all taxes due and owing on Practitioner's behalf with respect to any payments made to the Practitioner are Practitioner's sole responsibility, along with any fines, penalties, or costs associated with Practitioner's failure to pay taxes due and owing on Practitioner's behalf with respect to any payments made to Practitioner pursuant to this Agreement. Practitioner shall be fully and solely responsible for Practitioner's own self-employment tax payments, as well as Social Security (FICA), Medicare, and other required tax payments, if any. Practitioner will be fully responsible for Practitioner's own worker's compensation insurance coverage, health insurance coverage, disability insurance coverage, life insurance coverage, and retirement plan, if any. Hospital will not withhold or pay on behalf of the Practitioner any taxes such as state and local or payroll taxes and those listed herein. Accordingly, it is anticipated, and Practitioner agrees, that Practitioner will deduct from Practitioner's compensation all required deductions and report on Practitioner's income tax return all compensation earned by Practitioner hereunder.

c. **Compliance with Health & Safety Code.** Any compensation received by Practitioner pursuant to this Agreement shall be issued in compliance with the provisions of California Health and Safety Code Section 32129. Hospital has the obligation and right to adjust compensation to be in compliance with any and all laws and regulations.

4. DUTIES AND OBLIGATIONS OF THE HOSPITAL

a. **Duties**. Hospital agrees to furnish, at its own cost and expense, for adequate provision of professional services pursuant to this Agreement, the following:

i. Space. Space as reasonably necessary to provide service to patients.

ii. Equipment. Equipment as may be reasonably required as mutually agreed by the Hospital and Practitioner, subject to any applicable Hospital budget limitations. Practitioner acknowledges that existing equipment is adequate for Practitioner's purposes.

iii. Services and Supplies. Maintenance, repair and replacement of equipment as reasonably required; all utilities, including telephone, power, light, gas and water; all supplies (including, without limitation, film, laundry services and linen); transcription services, and any necessary housekeeping and in-house messenger service that may be reasonably required to provide services.

iv. Non-Physician Personnel. Hospital personnel with appropriate education, training and experience which are required to adequately assist Practitioner in performance of the services contemplated herein, as determined according to Hospital's discretion. Hospital shall have the sole right and responsibility for the hiring, discipline and termination of such Hospital employees.

b. **Eligibility.** At all times during the term of this Agreement, Hospital shall remain eligible to participate in the Medicare, Medi-Cal, and TriCare/CHAMPUS programs.

5. BILLING FOR MEDICAL SERVICES

a. **Billing Records Availability**. Each Party~~,~~ shall, on a monthly basis, make available to the other Party, records and data accurately reflecting a) total billed services in connection with the Services; b) payments received from all sources for medical services provided by the Practitioner, and c) all expenses paid by Hospital or Practitioner in connection with the operation of the Services or the services rendered therein.

b. **Accurate Medical Records and Charts**. Practitioner shall promptly prepare and submit complete and accurate medical records, medical chart notes, and related back-up documentation, and respond and provide such assistance and information as Hospital may reasonably request to facilitate billing and collection of charges for patient services, including, but not limited to, assigning appropriate procedure and diagnosis codes for billing purposes, and dictating or completing appropriate descriptions and notations to be made on the patient chart to support the appropriate billing code, in accordance with the requirements of the Centers for Medicare and Medicaid Services. Practitioner shall be responsible (and Hospital shall not be responsible except with respect to joint and several liability required by law) for errors or liabilities, if any, which may arise from Practitioner's fraudulent designation of inappropriate billing, procedure or diagnosis codes or for the negligent failure of Practitioner to prepare medical chart notes or dictation which corresponds to the services rendered.

c. **Charges for Medical Services**. Hospital shall be responsible for, and solely entitled to, billing and collection of all charges for all medical services (ancillary and professional); (ii) Practitioner hereby reassigns Practitioner's respective rights to bill such Professional Services to Hospital.

d. **Schedule of Charges.** On an annual basis, Hospital may provide to Practitioner the schedule of charges for the professional component of the medical services provided for Practitioner's review and input. Practitioner may request changes to the schedule of charges as circumstances may warrant. Hospital, in its sole and absolute discretion, shall decide upon changes to the schedule of charges.

e. **Forwarding Billing to Hospital.** Practitioner shall provide Hospital, on a daily basis, with all information reasonably requested by Hospital to enable Hospital to (i) properly bill for the Professional Services provided by Practitioner to patients. It is understood and agreed that Hospital shall handle at its expense all the administrative work of this billing. All Professional Services shall be billed in Practitioner's, its Principal's or its Medical Group's name with all payments forwarded by payors (including, without limitation, Medicare and Medi-Cal) to a "lockbox" account in Practitioner's or Medical Group's name ("**Account**") established at Wells Fargo bank in Brawley, California. ("**Bank**"). Upon establishment of the Account, Practitioner shall direct the Bank, in writing, that during the term of this Agreement, on the last day of each calendar month, the Bank shall transfer all funds in the Account on each such day to an account in Hospital's name as designated by Hospital in writing to the Bank.

f. **Billing Third-Party Payors**. Practitioner shall not bill, nor cause to be billed, Medicare patients or Medicare (Part B) carriers in violation of 42 C.F.R. §405.550(d)(3), nor any other patients or payors, for administrative, supervisory, medical director or similar services.

g. **Rates for Service**. In the event that Practitioner is responsible for establishing rates charged to patients for any Professional Services rendered pursuant to this Agreement, Practitioner must ensure that such rates are reasonable and customary. In the event that Hospital determines Practitioner's rates are unreasonable, Hospital reserves the right to approve modify rates charged by Practitioner for Services.

6. TERM AND TERMINATION

a. **Term.** The term of this Agreement shall be three (3) years commencing on the Effective Date, unless terminated earlier as provided herein.

b. **Termination Without Cause**. Either party shall have the right to terminate this Agreement without penalty or cause by providing ninety (90) days written notice to the other party.

c. **Termination for Cause.** Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party, except where such breach requires immediate termination as enumerated below.

d. **Immediate Termination.** This Agreement may be terminated immediately and

without notice for serious and incurable events, including but not limited to:

i. Breach. Hospital or Practitioner is in breach of any material term or condition of this Agreement and such breach has not been cured within thirty (30) days following notice of such breach;

ii. Sale or Transfer. Hospital or Practitioner has sold or otherwise transferred all or substantially all of its assets, has merged with another entity or has dissolved.

iii. Insolvency or Bankruptcy. Hospital or Practitioner becomes insolvent or declares bankruptcy.

iv. Practitioner's License Suspension. The denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment under threat of disciplinary action, of Practitioner's medical staff membership or privileges at Hospital or any other healthcare facility located in the State of California, or of Practitioner's license/Practitioner's Principal's license to practice medicine in the State of California.

v. (a) Either Party's exclusion, suspension, debarment from, or ineligibility for, participation in any federal or state health care program, or (b) conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program.

vi. Cancellation of Insurance. Either Party fails to carry or reinstate the insurance required in Section 7 hereof or such coverage is cancelled or revoked within ten (10) days following notice thereof from its insurance carrier.

vii. Conduct Jeopardizing Licensure or Other Reimbursements. The performance by either Party of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the medical or hospital fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties.

viii. Misrepresentations. Any Party's representation or warranty that is false or was false at the time it was originally made, or any Party becomes the subject of any threatened, proposed or actual exclusion, suspension or debarment from, or is otherwise ineligible for participation in, any federal or state health care program including without limitation, Medicare or Medi-Cal, or is the subject of any threatened, proposed or actual criminal prosecution for, or is convicted of, any criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program.

e. One Year Prohibition on New Agreement. If this Agreement is terminated prior to expiration of the initial year of the term hereof, the Parties shall not enter into any new agreement or arrangement during the remainder of such year.

7. INDEPENDENT CONTRACTOR. Practitioner is engaged in an independent contractor relationship with the Hospital in performing all work, duties and obligations hereunder. Hospital shall not have nor exercise any control or direction over the methods by which Practitioner performs work and functions, except that Practitioner shall perform at all times in strict accordance with then currently approved methods and practices of the professional Specialty services. Hospital's sole interest is to ensure that Practitioner performs and renders services in a competent, efficient and satisfactory manner in accordance with high medical standards. The Parties expressly agree that no work, act, commission or omission of Practitioner in connection with the terms and conditions of this Agreement shall be construed to make or render Practitioner, the agent, employee or servant of Hospital. Practitioner shall not be entitled to receive from Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. PROFESSIONAL LIABILITY INSURANCE COVERAGE. Practitioner shall secure and maintain at all times during the term, at Practitioner's sole expense, professional liability insurance covering Practitioner, with an admitted carrier (licensed to do business in the State of California) having at least an "A" BEST rating, with limits of one million ($1,000,000) per claim/and three million ($3,000,000) for annual aggregate claims. Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital, and shall be primary and non-contributory. Annually, Practitioner shall provide Hospital with a certificate of insurance evidencing such coverages and coverage extensions upon request by the Hospital. If the coverage is on a claims-made basis, Practitioner hereby agrees that not less than thirty (30) days prior to the effective date of termination of Practitioner's current insurance coverage or termination of this Agreement, Practitioner shall either purchase unlimited tail coverage or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Practitioner's current coverage or prior to termination of this Agreement, as applicable, and provide Hospital a certificate of insurance evidencing such coverage.

9. OWNERSHIP OF FILMS AND RECORDS. Unless agreed upon in writing, all records of patients seen at any Hospital facilities shall be maintained by Hospital and shall be the property of the Hospital. Practitioner shall have the right to access such films and records during normal business hours.

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

Hospital:	Practitioner:
Chief Executive Officer Imperial Valley Healthcare District West 207 Legion Road Brawley, CA 92227	George A. Rapp, M.D., Inc. _____ _____ _____

11. CONFIDENTIALITY

a. **Confidential Information Belongs to its Respective Owner.** Each Party recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to the other hereunder, Practitioner and Hospital may have access to certain information of the other Party that is confidential and constitutes valuable, special and unique property. Each Party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other Party's express prior written consent, except pursuant to Practitioner's duties hereunder, any confidential or proprietary information of either Party, including, but not limited to, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital for the Hospital, and which is not otherwise available to the public.

b. **This Agreement is Confidential**. Except for disclosure to Practitioner's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Practitioner shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Except for disclosure to Hospital's legal counsel, accountant or financial advisors, its Board of Directors and/or any committee concerned with this Agreement, Hospital and its officers, directors, employees, and agents shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Practitioner. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Upon the termination or expiration of this Agreement, all records of the patients seen or treated by Practitioner shall be the property of Hospital. However, upon Hospital's receipt of appropriately executed written request of any such patient therefor, Hospital will provide copies of the requesting patient's records to Practitioner, in paper or electronic form and the delivery of such records shall be in compliance with federal and state law.

c. **Medical Records Are Confidential**. Neither Party shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other Party in writing, any patient or medical record information regarding Hospital patients, and the Parties shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, and Hospital's Medical Staff, regarding the confidentiality of such information. Practitioner acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Practitioner is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. **HIPAA Compliance is Required.** Each Party agrees to comply with the applicable provisions of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations (the "**Federal Privacy Regulations**") and the federal security standards (the "**Federal Security Regulations**").

12. AGREEMENT INTERPRETATION AND DISPUTE RESOLUTION

a. **Entire Agreement; Amendment**. This Agreement, its exhibits, and all documents referred to herein constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the Parties.

b. **Subject Headings.** The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

c. **Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement; nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

d. **No Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the Parties to it and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement or any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.

e. **Governing Law and Waiver of Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All disputes of any nature, including those for injunctive relief, relating to, or arising out of, this Agreement shall be subject to Arbitration.

f. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

g. **Attorneys' Fees.** In the event of any legal action between the Parties to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the unsuccessful Party.

h. **Arbitration**. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and resolved by arbitration before a single arbitrator in Imperial County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of California. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties. The prevailing Party in any such arbitration shall be entitled to recover its reasonable attorneys' fees. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise

terminated as provided hereunder. The provisions of this Section shall survive expiration or other termination of this Agreement.

i. **Exhibits**. The attached exhibits, inclusive, constitute a material part of this Agreement and are to be construed as incorporated into this Agreement in full and are made a part hereof.

j. **No Waiver**. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

13. GENERAL PROVISIONS

a. **Effect of Exclusion.** Notwithstanding any other provision of this Agreement to the contrary if Practitioner or any of Practitioner's agents or employees is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this Agreement, or if at any time after the Effective Date hereof, any Party determines that the other Party has made a false representation or is in violation or breach of this Section, this Agreement shall terminate as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or as of the date of the breach of such Section.

b. **Section 952 of Omnibus Budget Reconciliation Act of 1980.** In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Practitioner agrees that the books and records of Practitioner will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Practitioner at a value or cost of $10,000 or more over a twelve (12) month period, Practitioner shall comply and assure that such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. If regulations are issued at a later time which would determine that Section 952 of PL 96-499 is not applicable to this Agreement, this paragraph shall automatically be repealed.

c. **Access to Books and Records.** To the extent required by Section 1395(x)(V)(1) of Title 42 of the United States Code, until the expiration of ten (10) years after the termination of

this Agreement, Practitioner shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Department of Health and Human Services, or any of their duly authorized representatives, a copy of this Agreement and such books and documents and records as are necessary to certify the nature and extent of the costs of the services provided by Practitioner under this Agreement. Practitioner further agrees that in the event Practitioner carries out any of Practitioner's duties under this Agreement through a subcontractor, with a value or cost of ten thousand dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

d. **Mutual Indemnity**. Practitioner and Hospital shall indemnify and hold harmless each other, including officers, directors, shareholders, members, employees, agents and representatives from any and all liabilities, loses, damages, claims and expenses of any kind, including costs and attorneys' fees, which result from or relate to the indemnifying party's performance or failure to perform under this Agreement. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

e. **Jeopardy**. Notwithstanding anything to the contrary hereinabove contained, in the event that the performance by either Party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the licensure of either Party, its participation in Medicare, Medi-Cal, TriCare or other major reimbursement or payment programs, or its full accreditation by DNV, or any other state or nationally recognized physician accreditation organization, or the tax-exempt status of interest earned on any of its bonds or other financial obligations, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields (collectively, the "Adverse Action"), then the Parties shall in good faith negotiate amendments to this Agreement necessary or appropriate to resolve the Adverse Action. If after a reasonable period of time, not to exceed sixty (60) calendar days, the Parties are unable to agree on an amendment necessary or appropriate to resolve the Adverse Action, then either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party.

f. **No Financial Obligation**. Practitioner shall not incur any financial obligation on behalf of Hospital without the prior written approval of Hospital.

g. **Assistance in Litigation**. Each Party shall provide information and testimony and otherwise assist the other in defending against litigation brought against the other, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where such Party is a named adverse Party.

h. **Retention of Professional and Administrative Responsibility**. Hospital shall

retain professional and administrative responsibility for the services rendered as outlined in this Agreement.

i. **Other Agreements Between Practitioner and Hospital**. Hospital and Practitioner may enter, or may have entered, into other agreements for services such as Emergency Room On-Call, Directorship, or Supervisory Services agreements. Such agreements are maintained in an online contracts management system, MediTract, and will be made available to any State or Federal entity that require access to such contracts.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

HOSPITAL	**PRACTITIONER**
Imperial Valley Healthcare District	George A. Rapp, M.D., Inc.
_____	_____
Carly Zamora Interim Chief Executive Officer	George A. Rapp, M.D.
Date _____	Date _____

EXHIBIT A

Professional Services

Interventional Radiology services for patients as deemed to be medically necessary by Practitioner using Practitioner's sole professional medical judgment, all of which shall be provided without regard to the patients' payor classification or ability to pay.

Such services shall be provided in accordance with privileges as requested by Practitioner and granted by the Imperial Valley Healthcare District Medical Staff and Board of Directors.

EXHIBIT B

Practitioner Coverage

Interventional Radiology Coverage. Practitioner shall provide regularly scheduled Interventional Radiology services for the Hospital. Practitioner should provide a minimum of (8) hours per day, five (5) days per week of Interventional Radiology services in the Hospital, Hospital Clinics, and/or operating rooms.

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

Emergency On-Call Coverage. The practitioner shall remain available to provide on-call and in-patient consultations on an as needed basis Monday through Friday from 7:00 a.m. through 5:00 p.m., during which time Practitioner shall be available to provide emergency department on-call coverage in person at the Hospital or, if permitted under the Hospital's medical staff bylaws and policies, by telephone with a response and arrival time not to exceed the time specified in such bylaws and policies. Practitioner shall provide a monthly schedule of on-call emergency coverage availability in the Hospital to the Emergency Room Director and the Hospital's Medical Staff Director at least thirty (30) days prior to the commencement of the month for which the schedule applies. Practitioner shall not be assigned to more than one (1) consecutive twenty-four (24) hour on-call shift without a minimum rest period of twenty-four (24) hours between shifts, unless otherwise mutually agreed in writing by Practitioner and the Hospital. In the event Practitioner is unable to fulfill an on-call shift, Practitioner shall provide notice of such substitution to the Emergency Room Director and the Hospital's Medical Staff Director as soon as reasonably practicable.

Time off; Continuing Medical Education ("CME"). Practitioner shall be entitled to noncumulative time of fifty (50) days off per year, plus an additional five (5) days off for CME.

EXHIBIT C

Compensation

Compensation

Base Compensation. The practitioner shall be compensated at a rate of $65,000 per month, payable monthly in accordance with the Hospital's usual payroll practices.

Additional wRVU Incentive Payments. Practitioner may earn additional incentive compensation based upon annual wRVU Productivity. The incentive payment will be based on the Practitioner Work RVU's as defined in the Medical Group Management Association (MGMA) compensation and production survey.

Practitioner shall be paid seventy-three ($73.00) dollars for each wRVU in excess of the expected annual production of 10,028 wRVUs. By way of example, if Practitioner produces 10,100 wRVUs in a year, Practitioner will earn an additional $5,256 for that year (10,100 wRVUs – 10,028 wRVUs = 72 wRVUs. 72 wRVUs x $73.00 = $5,256).

Only completed and locked charts will count towards physician-generated wRVU productivity for additional incentive compensation calculations.

Annual Reimbursements

Continuing Medical Education Reimbursement. Hospital shall reimburse Practitioner for up to three thousand dollars ($3,000) per year in expenses incurred for completing required Continuing Medical Education. Practitioner must present receipts and invoices to Hospital to receive such reimbursement.

No Benefits

Hospital shall not provide, and Practitioner shall not receive any benefits from Hospital including by not limited to health insurance, professional liability insurance, disability insurance, retirement plan benefits, workers compensation insurance, sick leave etc.

EXHIBIT D

Time Log

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

PRACTITIONER - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	Services Performed	Time

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Practitioner's Signature: _____ Date: _____

Imperial Valley Healthcare District

BOARD MEETING DATE: August 27th, 2026

SUBJECT: Authorization to approve Medical Directorship Agreement for George A. Rapp, M.D.

BACKGROUND: This agreement is for the medical directorship services for the Interventional Radiology health care activities. This is a new agreement, expansion of IR services.

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

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

CONTRACT TERM: 3 years

BUDGETED: NO

BUDGET CLASSIFICATION: Directorship

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 Medical Directorship Agreement for George A. Rapp, M.D.

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR AGREEMENT (the "**Agreement**") is entered into and executed as of September 1st, 2026 (the "**Effective Date**"), by and between Imperial Valley Healthcare District, dba Pioneers Memorial Hospital, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, § 32000 *et seq.* ("**Hospital**"), and George A. Rapp, M.D., Inc., a California Professional Corporation registered to provide medical services in the State of California, which provides the services of George Rapp, M.D., an individual licensed to practice medicine in the state of California **("Director")**. Director and Hospital are sometimes individually referred to hereafter as a "Party" and collectively as "Parties".

RECITALS

A. Hospital owns and operates a general acute care hospital located in Brawley, California and owns and operates various rural health clinics ("**RHCs**"), in Calexico, California and Brawley, California. By the Service Start Date, Hospital may also own and operate a second general acute hospital located in El Centro, California

B. The RHCs currently provide primary and specialty healthcare services through California-licensed Nurse Directors ("**NPs**"), Physician Assistants ("**PAs**"), and Physicians, who are independent contracts of Hospital.

C. The NPs and PAs serving in the RHCs require the oversight and assistance of a medical doctor licensed to practice medicine in the State of California, who can direct and oversee the medical operations of the RHCs.

D. Director, through George Rapp, M.D., is a Interventional Radiologist, duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services at the RHCs.

E. Hospital desires to engage the Director to provide medical directors services for Interventional Radiology components of the RHCs.

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

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

AGREEMENT

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

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

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

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

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

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

4. No Unauthorized Disclosure of Records. Director and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by

patient or by law; provided, however, that to the extent required by 42 U.S.C.A. section 1395x(v)(1)(I) of Title II and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of ten (10) years after the expiration of the termination of this agreement.

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

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

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

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

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

a. Termination for Cause. Either Party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this

Agreement, provided, however, that the breaching party has been provided with notice of the breach and has failed to cure said breach within fourteen (14) days of such notice.

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

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

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

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

4. The election of Director to file bankruptcy.

5. The revocation, suspension, or any material change of Medical Staff privileges.

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

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

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

9. Any material breach of this Agreement.

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

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

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

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

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

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

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

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

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

18. Compliance with Non-Discrimination Laws.

a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his

subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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

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

20. Notices.

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

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

Director: George A. Rapp M.D., Inc.
_____
_____

21. Confidentiality; HIPAA.

a. All records, files, proceedings and related information of Medical Director, Facility, and their providers pertaining to the evaluation and improvements of the quality of patient care at Facility shall be kept strictly confidential by Medical Director. Medical Director shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Facility. This provision shall survive the expiration and termination of this Agreement.

b. Except as otherwise provided herein, any and all records relating to the Administrative Services and produced as a result of either party's performance under this Agreement shall be and remain the property of Facility.

c. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and California Civil Code Section 56.10 *et. seq*. as applicable.

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

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

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

25. Compliance with Disclosure Requirements of Hospital's Conflict of Interest Code. In accordance with the California Political Reform Act, the Hospital has promulgated its Conflict of Interest Code ("Code"). By executing this Agreement, Director is a contract physician for purposes of the Code and is required by law to make certain disclosures each year of the term of this Agreement on Form 700 Statement of Economic Interests ("Form"). Hospital will provide Director with this Form annually. Director agrees to complete and return this Form timely each

year as required by law. (Additional information can be obtained from the California Fair Political Practices Commission at (866) 275-3772 and www.fppc.ca.gov.)

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

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

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

IN WITNESS WHEREOF, the parties have fully executed this Agreement as of the Effective Date set forth above.

HOSPITAL	**DIRECTOR**
Imperial Valley Healthcare District	George A. Rapp, M.D., Inc.
By:_____ Carly Zamora Interim Chief Executive Officer	By:_____ George A. Rapp, M.D.
Date: _____	Date: _____

EXHIBIT A

MEDICAL DIRECTOR SERVICES

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

1. Supervision and oversight of health services provided by the health care staff.
2. Provide medical direction and oversight of the Interventional Radiology mid-level providers by being present in the RHCs at minimum every week for a minimum of four (4) hours.
3. Ensure the annual review and approval of clinical practice guidelines, protocols, policies, and procedures designed to promote quality, safe, evidence-based, and appropriate patient care.
4. Lead the process to ensure provider quality through medical record review, peer review, clinical performance evaluation, and co-signing of medical records, when required, in accordance with California regulations.
5. Participate in credentialing, privileging, and reappointment reviews for Interventional Radiology providers and make recommendations regarding clinical competency and scope of practice.
6. Oversee compliance with all applicable federal, state, accreditation, and organizational requirements, including standards related to patient safety, quality improvement, radiation safety, infection prevention, and documentation.
7. Actively collaborate with department leadership in resolving patient grievances, complaints, adverse events, and quality-of-care concerns within the scope of Interventional Radiology services.
8. Provide leadership and oversight for quality assurance and performance improvement initiatives, including review of quality metrics, patient outcomes, complication rates, and corrective action plans when necessary.
9. Participate in root cause analyses, peer review activities, and risk management investigations involving Interventional Radiology services.
10. Be actively involved in the continuous development and optimization of the program's electronic health record ("**EHR**") system and related clinical workflows to improve patient outcomes, efficiency, and regulatory compliance.
11. Support department leadership in ensuring proper use of the EHR by providers, including compliance with documentation, coding, billing, and charge-capture standards and timelines.

12. Provide consultation regarding patient selection, procedural appropriateness, clinical pathways, and care coordination across referring providers and multidisciplinary teams.

13. Assist department leadership as needed with provider recruitment, onboarding, orientation, scheduling, retention, and succession planning.

14. Oversee, recommend, and approve ongoing education, training, competency assessments, and professional development activities for program providers.

15. Promote adherence to established standards for informed consent, procedural documentation, sedation practices, and post-procedure follow-up care.

16. Support the development and implementation of strategic initiatives, service line growth opportunities, and operational improvements for the Interventional Radiology program.

17. Be available to department providers and department leadership for consultation, assistance with urgent issues, and other instances where program operation warrants the Director's intervention or participation.

18. Participate in meetings with department leadership to review operational considerations, including productivity, strategic initiatives, financial performance, resource utilization, patient access, and staff development concerns.

19. Collaborate with administration on budgeting, equipment acquisition, capital planning, and evaluation of new technologies relevant to Interventional Radiology services.

20. Maintain effective communication and collaboration with physicians, advanced practice providers, nursing staff, ancillary personnel, and executive leadership.

21. Be available, in person or by telephone, to prepare necessary medical orders and provide emergency advice, consultation, and assistance when needed.

EXHIBIT B

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

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	Services Performed	Time

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature:_____ Date: _____

EXHIBIT C
Hours & Compensation

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

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

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: 8/27/2026

SUBJECT: Authorization to approve Medical Directorship agreement for George Fareed, M.D. at Pioneers Skilled Nursing Center.

BACKGROUND: This agreement is for Medical Directorship for the Skilled Nursing Center per regulations.

KEY ISSUES: Practitioner shall be required to provide no more than (22) hours of service per month at the Pioneers Skilled Nursing Center. The physician shall be compensated ($200) per hour. Increase of $4,800 annually.

CONTRACT VALUE: not to exceed $54,000 annually.

CONTRACT TERM: 3 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 Intern Medical Directorship agreement for George Fareed, M.D. at the Pioneers Skilled Nursing Center.

MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT ("**Agreement**") is entered into and executed as of _____ ("**Effective Date**"), by and between, Imperial Valley Healthcare District dba Pioneers Memorial Hospital a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("**Hospital**"), George Fareed, M.D., a licensed physician providing medical services in the State of California ("**Director**"). Director and Hospital are sometimes individually referred to hereafter as a "Party," and collectively as "Parties."

This Medical Directorship Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a skilled nursing facility located in Brawley, California ("SNF")

B. Hospital provides skilled nursing care at the SNF.

C. Director is a California licensed Physician ("Physician"). Physician is duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services as the director of the SNF.

D. Hospital desires to engage the services of Director to provide medical directorship services for the SNF.

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

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

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

2. Directorship Services. Directorship services provided herein shall include the following:

a. Supervision and Oversight. Director will supervise and oversee the health services provided at the SNF as outlined in ***Exhibit B*** ("**Medical Director Duties**") of this agreement.

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

c. DNV Accreditation. Director shall meet with Hospital and SNF personnel to assure that the SNF's practices meet or exceed current Det Norske Veritas Healthcare, Inc. ("DNV") guidelines as related to the operation of services at the SNF. Director shall further assist SNF personnel in preparing for DNV surveys.

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

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

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

6. Directorship Compensation. Hospital shall pay Director according to the compensation schedule set forth in ***Exhibit C*** ("**Hours & Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Director during the immediately preceding calendar month; provided that Director has delivered a visit record to Hospital in the form attached hereto as ***Exhibit A*** ("**Time Log**") on or before the tenth (10th) day of each calendar month for the immediately preceding calendar month.

7. Independent Contractor. Director is engaged as an independent contractor with Hospital in performing all work, duties, and obligations hereunder. Hospital shall not exercise any control or direction over the methods by which Director performs his work and functions, except that Director shall perform at all times in strict accordance with then currently approved methods

and practices in Director's specialty. The Hospital's sole interest is to ensure that Director performs and renders services in a competent manner in accordance with medical and administrative standards. The parties expressly agree that no work, act, commission or omission of Director pursuant to the terms and conditions of this Agreement shall be construed to make or render Director an agent or servant of Hospital. Except as expressly provided herein, Director shall not be entitled to receive vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability or unemployment insurance, or any other employee or pension benefit of any kind.

8. Insurance. Director shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the Hospital Bylaws governing Hospital medical staff physicians in a minimum amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate.

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

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

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

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

2. Any act or omission on the part of Director that results in the cancellation of the Director's medical malpractice insurance or loss of ability to participate as a healthcare provider in any federal or state reimbursement program (i.e., Medicare or MediCal).

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

4. The election of Director to file bankruptcy.

5. The revocation or suspension of Medical Staff privileges.

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

7. Any material breach of this Agreement.

c. Early Termination Without Cause. Either party shall have the right to terminate this Agreement without penalty or cause effective at any time. Either party may then terminate this Agreement without cause upon thirty (30) days' advanced written notice to the other party.

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

11. Attorneys' Fees. In the event that either party initiates legal proceedings to enforce or interpret the terms of this Agreement, the party prevailing in such proceedings shall be entitled to recover reasonable attorneys' fees incurred as a result of such proceeding. The prevailing party shall be deemed by the Court as the party to have most prevailed in the proceeding irrespective of whether that party prevailed on any issue.

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

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

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

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

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

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

18. Compliance with Non-Discrimination Laws.

a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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

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

20. NOTICES

Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid, and

addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

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

Director: George Fareed, M.D.
751 W Legion Road
Brawley, CA 92227

21. Confidentiality. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and California Civil Code Section 56.10 *et. seq*. as applicable.

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

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

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

25. Compliance with Disclosure Requirements of Hospital's Conflict of Interest Code. In accordance with the California Political Reform Act, the Hospital has promulgated its Conflict of Interest Code ("Code"). By executing this Agreement, Director is a contract physician for purposes of the Code and is required by law to make certain disclosures each year of the term of this Agreement on Form 700 Statement of Economic Interests ("Form"). Hospital will provide

Director with this Form annually. Director agrees to complete and return this Form timely each year as required by law. (Additional information can be obtained from the California Fair Political Practices Commission at (866) 275-3772 and www.fppc.ca.gov.)

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

27. Referrals. Nothing in this Agreement requires or is intended to require Director to refer any patients to the Hospital or the SNF. The compensation paid hereunder has been determined with reference to fair market value for the directorship services described herein and does not take into account the volume or value of any referrals by Director to Hospital, the SNF, or any facility or service affiliated with Hospital. Director's clinical referral decisions shall be based solely on the medical needs of the patient.

28. Medical Director Qualifications. The SNF is operated as a distinct part of Hospital's acute care facility. Pursuant to California Health and Safety Code § 1261.4(e), Director represents and warrants that Director is certified by the American Board of Post-Acute and Long-Term Care Medicine as a Certified Medical Director. Director shall maintain such certification for the term of this Agreement and shall notify Hospital in writing within ten (10) days if Director's certification lapses or is revoked. Failure to maintain the qualifications required by this Section shall constitute grounds for immediate termination of this Agreement pursuant to Section 9(b).

29. Supersession of Prior Agreement. This Agreement supersedes and replaces in its entirety that certain Medical Directorship Agreement between Pioneers Memorial Healthcare District and Director dated on or about May 8, 2023, which shall terminate and be of no further force or effect as of the Effective Date of this Agreement.

30. Non-Concurrent Directorship Services. Director's services under this Agreement shall not be performed concurrently with directorship services performed by any other physician engaged by Hospital for the SNF. Director shall not bill or log time under this Agreement for any hour during which another physician is simultaneously performing directorship services at the SNF on behalf of Hospital.

31. No Duplicate Billing. Director shall not bill, log, or seek compensation under this Agreement for any services that are provided pursuant to, or compensable under, any other agreement between Director and Hospital, including but not limited to hospitalist services, on-call services, or direct patient care. Time recorded on the Time and Activity Log (Exhibit A) shall reflect only administrative directorship services as described in Exhibit B of this Agreement.

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

IMPERIAL VALLEY HEALTHCARE DISTRICT:

By_____ Date_____
Carly Zamora, Interim CEO

DIRECTOR:

_____ Date_____
George Fareed, M.D.

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

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	**Services Performed**	**Time**

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature:_____ Date: _____

EXHIBIT B

MEDICAL DIRECTOR DUTIES

The responsibilities of the Director shall include, but not limited to the following:

1) Provide medical direction and coordination for the health care activities and services provided by the health care staff.
2) Implement and review resident care policies to ensure compliance with current standards of practice, including: (1) admission and care practices that address the types of residents that may be admitted and retained based on the ability of the SNF to provide the required services and care; (2) integrated delivery of care; (3) use and availability of ancillary services such as x-ray and laboratory; (4) Resident formulation and implementation of advanced directives, Physician Orders for Life Sustaining Treatment (POLST), and end-of-life care; (5) resident decision-making and medical care options; (6) resolution and communication of medical errors and related issues; (7) oversight of allowed research projects;
3) Provision of physician services including, but not limited to: (1) twenty-four (24) hour physician care availability; (2) review of residents' conditions and program of care at each visit, including medications and treatments; (3) documentation of progress notes with signatures; (4) resident visits as frequently as required; (5) signing and dating all orders; (6) review of and response to consultant recommendations relating to provision of physician services
4) Oversight of other licensed practitioners including ensuring visits, medical orders, and providing feedback to such other practitioners.
5) Train staff on when to contact a practitioner and what information to gather prior to such contact
6) Provide in-service and education to facility and medical provider staff
7) Promote readmission reduction and assist with in-house physician education
8) Promote deprescription and reduction of antipsychotic use
9) Serve as a member of the CQI, QAPI, and antibiotic stewardship committee and readmission committee
10) Be available, present, and participate in all surveys and inspections of the SNF,

EXHIBIT C

Hours & Compensation

Hospital shall pay the Director a flat sum of two hundred dollars ($200.00) per hour.

Director shall provide no more than five and a half (5.5) hours per week for SNF directorship services pursuant to this agreement. Compensation shall be paid by the 15th day of the month after directorship services are furnished, provided a legible time sheet showing services provided is submitted.

The annual compensation paid to Director for directorship services pursuant to this agreement shall not exceed fifty-four thousand dollars ($54,000.00) per year.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: 8/27/2026

SUBJECT: Authorization to approve Medical Directorship agreement for Mehboob Ghulam, D.O., at Pioneers Skilled Nursing Center.

BACKGROUND: This agreement is for Medical Directorship for the Skilled Nursing Center per regulations. Agreement in place with Dr. Fareed, this agreement covers Dr. Ghulam to cover when Dr. Fareed is unable to be on-site or in the event of CDPH events.

KEY ISSUES: Practitioner shall be required to provide no more than (22) hours of service per month at the Pioneers Skilled Nursing Center. The physician shall be compensated ($200) per hour.

CONTRACT VALUE: not to exceed $54,000 annually.

CONTRACT TERM: 3 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 Intern Medical Directorship agreement for Mehboob Ghulam, D.O. at the Pioneers Skilled Nursing Center.

MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT ("**Agreement**") is entered into and executed as of _____ ("**Effective Date**"), by and between, Imperial Valley Healthcare District dba Pioneers Memorial Hospital a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("**Hospital**"), Mehboob Ghulam, D.O., a licensed physician providing medical services in the State of California ("**Director**"). Director and Hospital are sometimes individually referred to hereafter as a "Party," and collectively as "Parties."

This Medical Directorship Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a skilled nursing facility located in Brawley, California ("SNF")

B. Hospital provides skilled nursing care at the SNF.

C. Director is a California licensed Physician ("Physician"). Physician is duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services as the director of the SNF.

D. Hospital desires to engage the services of Director to provide medical directorship services for the SNF.

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

F. Hospital has designated George Fareed, M.D. as the primary Medical Director of the SNF. Hospital desires to engage Director to ensure continuity of medical directorship services during periods when the primary Medical Director is unavailable due to vacation, illness, continuing medical education, or other absence. Director's services under this Agreement are intended to supplement, not duplicate, the services of the primary Medical Director.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Director Availability and Reporting. Hospital hereby contracts with Director to act as its medical director of skilled nursing at the SNF. In connection with the services furnished by Director hereunder. Should Director be unavailable due to vacation plans, continuing medical education, or for any other reason for a period of two or more weeks during the term of this Agreement, Director shall assist the Hospital in finding an appropriate physician to assume the Directorship responsibilities required by this Agreement. This alternate physician shall be

approved in writing, in advance, by the Hospital Administrator. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as ***Exhibit A*** ("**Time and Activity Log**") and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

2. Directorship Services. Directorship services provided herein shall include the following:

a. Supervision and Oversight. Director will supervise and oversee the health services provided at the SNF as outlined in ***Exhibit B*** ("**Medical Director Duties**") of this agreement.

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

c. DNV Accreditation. Director shall meet with Hospital and SNF personnel to assure that the SNF's practices meet or exceed current Det Norske Veritas Healthcare, Inc. ("DNV") guidelines as related to the operation of services at the SNF. Director shall further assist SNF personnel in preparing for DNV surveys.

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

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

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

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

or before the tenth (10th) day of each calendar month for the immediately preceding calendar month.

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

8. Insurance. Director shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the Hospital Bylaws governing Hospital medical staff physicians in a minimum amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate.

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

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

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

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

2. Any act or omission on the part of Director that results in the cancellation of the Director's medical malpractice insurance or loss of ability to participate as a healthcare provider in any federal or state reimbursement program (i.e., Medicare or MediCal).

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

4. The election of Director to file bankruptcy.

5. The revocation or suspension of Medical Staff privileges.

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

7. Any material breach of this Agreement.

c. Early Termination Without Cause. Either party shall have the right to terminate this Agreement without penalty or cause effective at any time. Either party may then terminate this Agreement without cause upon thirty (30) days' advanced written notice to the other party.

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

11. Attorneys' Fees. In the event that either party initiates legal proceedings to enforce or interpret the terms of this Agreement, the party prevailing in such proceedings shall be entitled to recover reasonable attorneys' fees incurred as a result of such proceeding. The prevailing party shall be deemed by the Court as the party to have most prevailed in the proceeding irrespective of whether that party prevailed on any issue.

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

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

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

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

16. Access to Records. Hospital agrees that during normal business hours in accordance with state and federal law, and only to the extent required by state and federal law, Director shall have access to and the right to examine records which relate to any services provided under this

Agreement for a period of not less than two (2) years following the termination or expiration of this agreement. Upon written request of Director, such access shall be extended with respect to any records which Director identifies as the actual or potential matter of investigation or litigation.

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

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a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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

19. Access to Books and Records. Until the expiration of ten (10) years after the furnishing of any services pursuant to this Agreement, Director shall make available upon written request of the Secretary of the United States Department of Health and Human Departments or of the United States Comptroller General, or of any of their duly authorized representatives, this Agreement and such books, documents, and records of the Department as are necessary to certify the nature and the reasonable cost of services of the Hospital. If Director enters into an agreement with any related organization to provide services pursuant to this Agreement with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, such agreement shall contain a clause to the effect that until expiration of ten (10) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon written request, of the Secretary or to the Comptroller General, or of any of their duly authorized representatives, the agreement and any books, documents, and records of such organization that are necessary to verify

the nature and extent of such costs. This Section shall be of no force and effect if it is not required by law. Ownership of all records, books, and documents remains with the Hospital.

20. NOTICES

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

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

Director: Mehboob Ghulam, D.O
751 W Legion Road
Brawley, CA 92227

21. Confidentiality. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and California Civil Code Section 56.10 *et. seq*. as applicable.

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

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

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

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

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

27. Referrals. Nothing in this Agreement requires or is intended to require Director to refer any patients to the Hospital or the SNF. The compensation paid hereunder has been determined with reference to fair market value for the directorship services described herein and does not take into account the volume or value of any referrals by Director to Hospital, the SNF, or any facility or service affiliated with Hospital. Director's clinical referral decisions shall be based solely on the medical needs of the patient.

28. Medical Director Qualifications. The SNF is operated as a distinct part of Hospital's acute care facility. Pursuant to California Health and Safety Code § 1261.4(e), Director represents and warrants that Director satisfies at least one of the following qualifications: (a) Director is certified, or is pursuing certification, by the American Board of Post-Acute and Long-Term Care Medicine as a Certified Medical Director; or (b) Director is board certified in a medical specialty consistent with the type of care provided in the SNF, and Director's role as medical director has been reviewed and approved by Hospital's leadership. Director shall notify Hospital in writing within ten (10) days if Director ceases to satisfy the foregoing qualifications. Failure to maintain the qualifications required by this Section shall constitute grounds for immediate termination of this Agreement pursuant to Section 9(b).

29. Supersession of Prior Agreement. This Agreement supersedes and replaces in its entirety that certain Medical Directorship Agreement between Pioneers Memorial Healthcare District and Director dated on or about September 6, 2024, which shall terminate and be of no further force or effect as of the Effective Date of this Agreement.

30. Non-Concurrent Directorship Services. Director's services under this Agreement shall not be performed concurrently with directorship services performed by any other physician engaged by Hospital for the SNF. Director shall not bill or log time under this Agreement for any hour during which another physician is simultaneously performing directorship services at the SNF on behalf of Hospital.

31. No Duplicate Billing. Director shall not bill, log, or seek compensation under this Agreement for any services that are provided pursuant to, or compensable under, any other agreement between Director and Hospital, including but not limited to hospitalist services, on-call services, or direct patient care. Time recorded on the Time and Activity Log (Exhibit A) shall reflect only administrative directorship services as described in Exhibit B of this Agreement.

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

IMPERIAL VALLEY HEALTHCARE DISTRICT:

By_____ Date_____
Carly Zamora, Interim CEO

DIRECTOR:

_____ Date_____
Mehboob Ghulam, D.O.

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

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	**Services Performed**	**Time**

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature:_____ Date: _____

EXHIBIT B

MEDICAL DIRECTOR DUTIES

The responsibilities of the Director shall include, but not limited to the following:

1) Provide medical direction and coordination for the health care activities and services provided by the health care staff.
2) Implement and review resident care policies to ensure compliance with current standards of practice, including: (1) admission and care practices that address the types of residents that may be admitted and retained based on the ability of the SNF to provide the required services and care; (2) integrated delivery of care; (3) use and availability of ancillary services such as x-ray and laboratory; (4) Resident formulation and implementation of advanced directives, Physician Orders for Life Sustaining Treatment (POLST), and end-of-life care; (5) resident decision-making and medical care options; (6) resolution and communication of medical errors and related issues; (7) oversight of allowed research projects;
3) Provision of physician services including, but not limited to: (1) twenty-four (24) hour physician care availability; (2) review of residents' conditions and program of care at each visit, including medications and treatments; (3) documentation of progress notes with signatures; (4) resident visits as frequently as required; (5) signing and dating all orders; (6) review of and response to consultant recommendations relating to provision of physician services
4) Oversight of other licensed practitioners including ensuring visits, medical orders, and providing feedback to such other practitioners.
5) Train staff on when to contact a practitioner and what information to gather prior to such contact
6) Provide in-service and education to facility and medical provider staff
7) Promote readmission reduction and assist with in-house physician education
8) Promote deprescription and reduction of antipsychotic use
9) Serve as a member of the CQI, QAPI, and antibiotic stewardship committee and readmission committee
10) Be available, present, and participate in all surveys and inspections of the SNF,

EXHIBIT C

Hours & Compensation

Hospital shall pay the Director a flat sum of two hundred dollars ($200.00) per hour.

Director shall provide no more than five and half (5.5) hours per week for SNF directorship services pursuant to this agreement. Compensation shall be paid by the 15th day of the month after directorship services are furnished, provided a legible time sheet showing services provided is submitted.

The annual compensation paid to Director for directorship services pursuant to this agreement shall not exceed fifty-four thousand ($54,000.00) per year.

Imperial Valley Healthcare District

BOARD MEETING DATE:

SUBJECT: Hydrovida (Planned Service Agreement – 3 Years)

BACKGROUND: Hydrovida provides monthly chemical treatments, analysis and reporting required to maintain proper function of the boiler and cooling tower closed loop system.

KEY ISSUES: Contract has expired

CONTRACT VALUE: $174,240.00

CONTRACT TERM: (3) year term 8/7/2026 – 8/7/2029

BUDGETED: N/A

BUDGET CLASSIFICATION: N/A

RESPONSIBLE ADMINISTRATOR: Carly Zamora

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

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

RECOMMENDED ACTION: Seeking approval of (3) year contract with Hydrovida.

hydrovida

THREE-YEAR SERVICE AGREEMENT

This three-year service agreement (the "agreement") is entered into as of August 7, 2026, and is effective as of September 1, 2026.

Imperial Valley Healthcare District
207 W Legion Road
Brawley, CA 92227
(the "Client")

Hydrovida
6241 Yarrow Drive Suite D
Carlsbad, CA 92011
(the "Contractor")

BACKGROUND

The client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the client. The Contractor is agreeable in providing such services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

EQUIPMENT SERVICED

- Three (3) Cleaver Brooks 200HP Steam Boilers
  - One (1) Multiflex Boiler Controller
  - Dual Containment Chemical Tank (3)
- One (1) Three-Cell Central Plant Cooling Tower System
  - One (1) Walchem Intuition 6 Cooling Tower Controller
  - Controlled by PTSA Injection
  - Dual Containment Chemical Tanks (2)
- Two (2) Hot Closed Loops
  - 5-gallon bypass feeder
- Two (2) Chilled Closed Loops
  - 5-gallon bypass feeder
- One (1) ~250 ton Northwing Cooling Tower
  - One (1) Walchem Intuition6 Cooling Tower Controller
  - Dual Containment Chemical Tank (2)
- One (1) ~100 ton ER Cooling Tower
  - One (1) Walchem Intuition6 Cooling Tower Controller
  - Dual Containment Chemical Tank (2)
- One (1) Twin Alternating Water Softener

SCOPE OF WORK PROVIDED

Monthly

- Onsite service visit and detailed electronic service report
- Furnish and fill onsite chemical tanks for boilers, cooling towers
- Water analysis of boiler water, boiler feed water, deaerator water, condensate, softened water, municipal water makeup, cooling tower water
- Inspection and calibration of applicable water-treatment controller sensors
- Calibration of water treatment sensors
- Inspect and clean chemical injection points, injectors and quills as required on cooling tower equipment
- Inspect water softener operation, verify programming and water quality, and manually initiate regeneration as required
- Delivery and addition of water softener salt to brine tanks, purchased separately as required
- Reasonable technical support and troubleshooting related to the water-treatment program during normal business hours. Additional onsite service calls, emergency response, repair work, or services outside the Scope of Work may be billed separately upon Client authorization.
- Water analysis of closed-loop systems and addition of included treatment chemicals through existing bypass feeders as necessary to maintain established treatment parameters.

Semi-Annually

- Review cooling-tower biological control conditions and provide written cleaning and disinfection recommendations as necessary. Cooling-tower cleaning and disinfection services are not included unless expressly stated and will be quoted separately.

Annually

- Perform annual site-wide copper monitoring at up to thirty-two (32) designated sampling locations.
- Review copper results and historical trends to evaluate corrosion-control performance.
- Provide written findings and treatment recommendations for elevated or abnormal results.
- Provide and apply copper corrosion-control treatment as part of the industrial water-treatment program only, with treatment dosage adjusted based on system conditions and monitoring results.
- Maintain available treatment and testing documentation to assist Client personnel with water-quality reviews and regulatory or municipal audits.
- Additional sampling, laboratory analysis, investigative work, or regulatory support beyond the included annual scope will be quoted separately.

Daily

- Remote monitoring of connected cooling-tower and boiler water-treatment controllers, including review of available operating data and treatment alarms.

Documentation and Compliance Support

- Maintain current Safety Data Sheets (SDS) for Contractor-supplied treatment chemicals and provide reasonable treatment records, water-quality data, and technical documentation to assist Client with applicable facility and municipal water-quality reviews.

Chemicals Included
The following treatment chemicals, in quantities reasonably required for normal operation of the equipment identified in this Agreement, are included in the monthly service fee.

- Btec L500 – Polymeric Boiler Treatment
- BTec OS – Boiler Oxygen Scavenger
- BTec SL – Boiler Steam Line Treatment
- Biobrom BT – Oxidizing Biocide Tabs
- BCS3024CF Isothiazolinone Non-Oxidizing Biocide
- Benzotriazole 40% Copper Corrosion Control Treatment
- CTec Ca Cooling Tower Treatment
- LTec N Closed Loop Treatment

Parts and Chemicals and Additional Testing

- Replacement parts, components, and treatment chemicals not expressly included in this Agreement will be invoiced separately as supplied or installed.
- Laboratory analyses, microbiological testing, water-quality investigations, or other testing beyond the testing expressly included in this Agreement will be quoted and invoiced separately upon Client authorization.
- Services outside the Scope of Work, including cooling-tower cleaning and disinfection, equipment repair or replacement, emergency response, additional laboratory testing, and other requested services, will be quoted and invoiced separately upon Client authorization.

TERM OF AGREEMENT

The initial term of this Agreement will commence September 1, 2026 and continue through August 31, 2029 (the "Initial Term").

PERFORMANCE

The Contractor agrees to provide the services set forth in the Scope of Work according to the schedule set forth therein. The Contractor will submit a written summary of findings and make written recommendations in order to make the water treatment program successful. Copies of our reports will be submitted to the personnel responsible as required. The service fee and included chemical quantities are based upon normal system loads, historical operating conditions, and Client maintaining the equipment within Contractor's recommended operating parameters. Material changes in system operation, equipment, load, water quality, or Scope of Work may require an equitable adjustment to the terms and pricing of this Agreement. The Contractor will be responsible only for reasonable diligence and care in providing its program under the agreement. The Contractor will not be responsible for failure or delay in providing its program due to any act or circumstance beyond its control. It is assumed that the Client owns all the water treatment equipment related items onsite, and will be responsible for any costs for related necessary parts replacements should they arise. This Agreement applies solely to the facilities, systems, and equipment expressly identified herein. Any merger, consolidation, acquisition, organizational restructuring, equipment addition, or expansion involving Client will not automatically expand the Scope of Work. Services for any other affiliated, acquired, or additional facility will require a mutually agreed written amendment, proposal, or separate service agreement.

CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

The Client shall pay Contractor a monthly service fee of $4,840.00 for the services and treatment chemicals expressly included in the Scope of Work and Chemicals Included sections of this Agreement. Replacement parts, components, laboratory services, chemicals not expressly included, and additional services will be invoiced separately.

The Client shall purchase from Contractor the water-treatment chemicals used in the listed equipment during the term of this Agreement. This requirement allows Contractor to verify chemical identity, compatibility, quality, concentration, and application as part of the treatment program.

Applicable sales and use taxes will be added to invoices. Payment is due within 30 days after the invoice date. Balances remaining unpaid after their due date may accrue interest at 1.5% per month or the maximum lawful rate, whichever is lower. Contractor may suspend service, chemical delivery, laboratory sampling, reporting, or technical support when an account is past due after providing written notice to the Client. Suspension for nonpayment does not make Contractor responsible for resulting water-quality, equipment, production, or product-quality conditions.

CONFIDENTIALITY

Each Party may receive confidential or proprietary information belonging to the other Party. Confidential Information includes nonpublic business records, pricing, customer information, manufacturing information, formulations, chemical programs, treatment methods, service reports, recommendations, processes, test results, and technical information.

Neither Party will disclose the other Party's Confidential Information except to its employees, professional advisers, laboratories, insurers, or subcontractors who reasonably require the information and are subject to confidentiality obligations, or when disclosure is authorized by the other Party or required by law.

Confidential Information does not include information that was lawfully known without restriction, becomes publicly available without a breach of this Agreement, is received lawfully from a third party, or is independently developed without using the other Party's Confidential Information. These obligations survive termination of the Agreement for five years; however, trade secrets will remain protected for as long as they qualify as trade secrets under applicable law.

AUTONOMY

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods and decision making in relation to the provision of Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client to successfully implement its water treatment program. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

NOTICE

Routine contractual notices must be delivered using the methods listed below. Operational communications, service recommendations, laboratory results, and urgent water-quality notifications may also be delivered by email, telephone, or text message to the Client's designated representatives.

The Client shall provide Contractor with at least two designated contacts authorized to receive microbiological results and urgent water-quality notifications. The Client is responsible for maintaining current contact information.

1) Imperial Valley Healthcare District
   207 W Legion Road
   Brawley, CA 92227

2) Hydrovida – info@hydrovida.com; Phone (800)765-8213
   6241 Yarrow Drive Suite D
   Carlsbad, CA 92011

Or to such other address a either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if serviced by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, and agents from third-party claims, damages, liabilities, penalties, costs, and reasonable attorneys' fees to the extent arising from the indemnifying Party's negligence, willful misconduct, or violation of applicable law.

The indemnification obligations in this section will survive expiration or termination of this Agreement.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANOTHER THEORY, SHALL NOT EXCEED THE SERVICE FEES PAID TO CONTRACTOR DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST SALES, LOST PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION, PRODUCT LOSS, RAW-MATERIAL LOSS, REJECTED BATCHES, REPROCESSING COSTS, DISPOSAL COSTS, PRODUCT RECALL, REDUCED PRODUCT EFFICACY, LOSS OF GOODWILL, OR REPUTATIONAL HARM.

These limitations will not apply to fraud, willful misconduct, or any liability that cannot lawfully be limited.

WATER QUALITY AND REGULATORY RESPONSIBILITY

Contractor's testing, monitoring, treatment recommendations, and chemical treatment are intended to assist Client in managing corrosion, scale, microbiological activity, and related water-treatment conditions. Water chemistry and corrosion may be affected by source-water quality, plumbing materials, water age, temperature, flow conditions, facility operation, and other conditions outside Contractor's control. Contractor does not warrant or guarantee any particular analytical result or regulatory outcome. Unless expressly included in the Scope of Work, Client remains responsible for regulatory compliance, reporting, plumbing-system operation, and corrective actions required by regulatory agencies or water suppliers.

CLAIMS AND PRESERVATION OF EVIDENCE

The Client shall provide Contractor with written notice of a potential claim promptly after discovering the condition giving rise to the claim. Before altering or disposing of relevant equipment, samples, chemicals, records, or materials, the Client shall provide Contractor a reasonable opportunity to inspect the affected system and review relevant operating records and laboratory results, except when immediate action is reasonably necessary to protect persons, property, production, or regulatory compliance.

The Client's failure to preserve reasonably available evidence may be considered in determining the cause of the condition and the allocation of responsibility between the Parties.

FORCE MAJEURE

Neither Party will be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disaster, severe weather, fire, flood, government action, labor disruption, transportation interruption, utility failure, laboratory delay, supply-chain interruption, chemical or replacement-part shortage, epidemic, war, civil disturbance, or similar event. The affected Party shall notify the other Party and resume performance as reasonably practicable.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

This Agreement will be governed by the laws of the State of California. Any legal action arising from this Agreement shall be brought in a state or federal court having jurisdiction in Imperial County, California, and each Party consents to that venue and jurisdiction.

ASSIGNMENT

Neither Party may assign this Agreement without the other Party's written consent, except that Contractor may assign this Agreement to an affiliate, successor, or purchaser of substantially all of Contractor's business or assets. Any assignment, merger, consolidation, or change in control involving Client will not expand the facilities, equipment, or services included under this Agreement without Contractor's written consent.

WAIVER

A Party's failure to enforce a provision of this Agreement will not constitute a waiver of that provision or the right to enforce it later.

ELECTRONIC SIGNATURES

This Agreement may be signed in counterparts and by electronic signature. Each signed counterpart will be considered an original, and all counterparts together constitute one agreement.

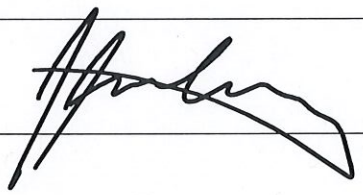
SURVIVAL

Provisions concerning payment, confidentiality, indemnification, limitation of liability, claims, governing law, and any other provisions that by their nature are intended to continue will survive expiration or termination of this Agreement.

SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable in whole or in part, all other provisions will remain valid and enforceable, with the invalid or unenforceable portion severed from the remainder of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives as of the dates written below.

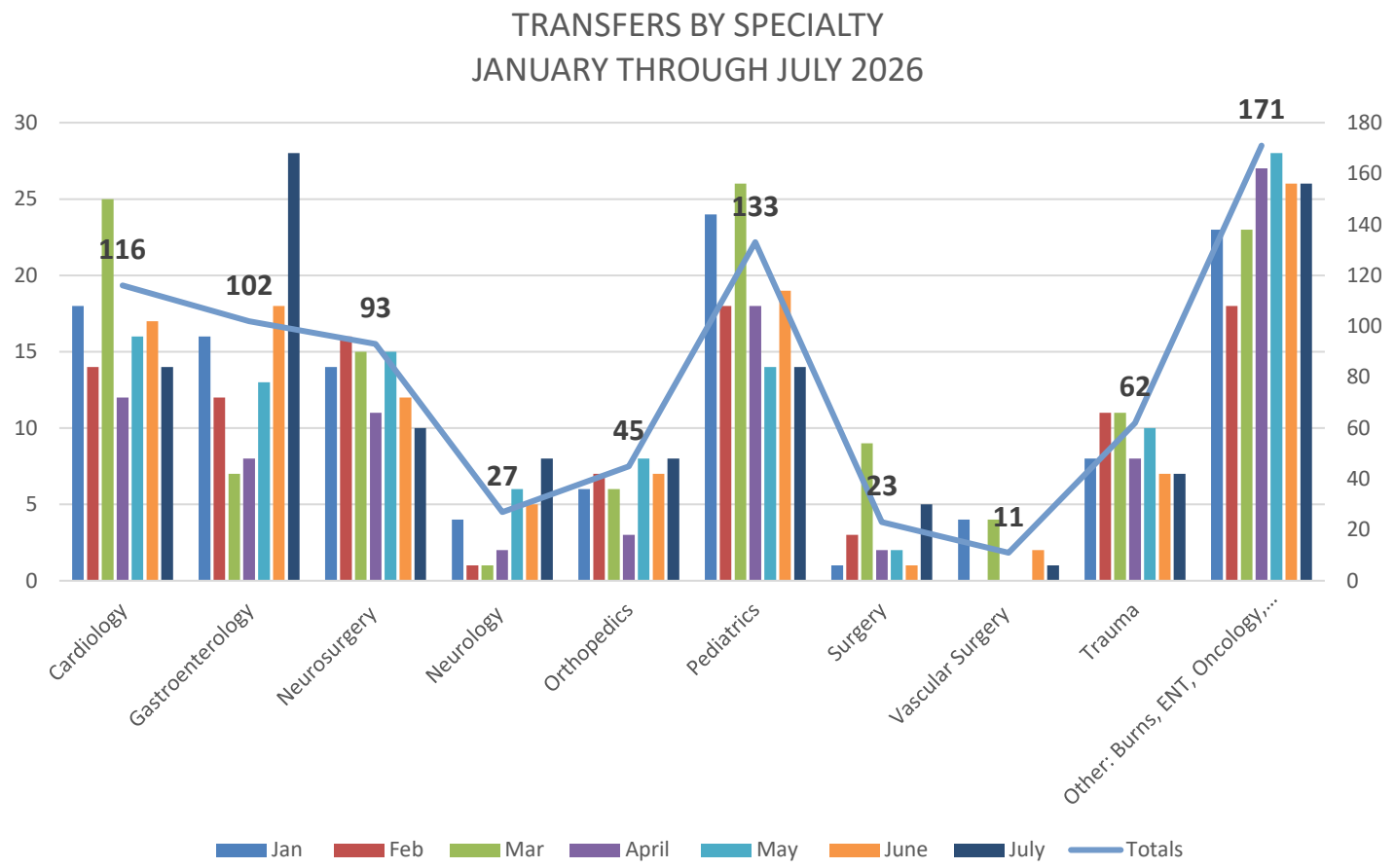
Pioneers Imperial Valley Healthcare District	Hydrovida
Name:	By: Jared Furlong
Title/Position:	Title/Position: President
Signature:	Signature: 
Date:	Date: 8/13/2026

Hydrovida
Address: 6241 Yarrow Drive Suite D, Carlsbad, CA 92011
Phone: (800)765-8213 * www.hydrovida.com * Fax (855)355-0850

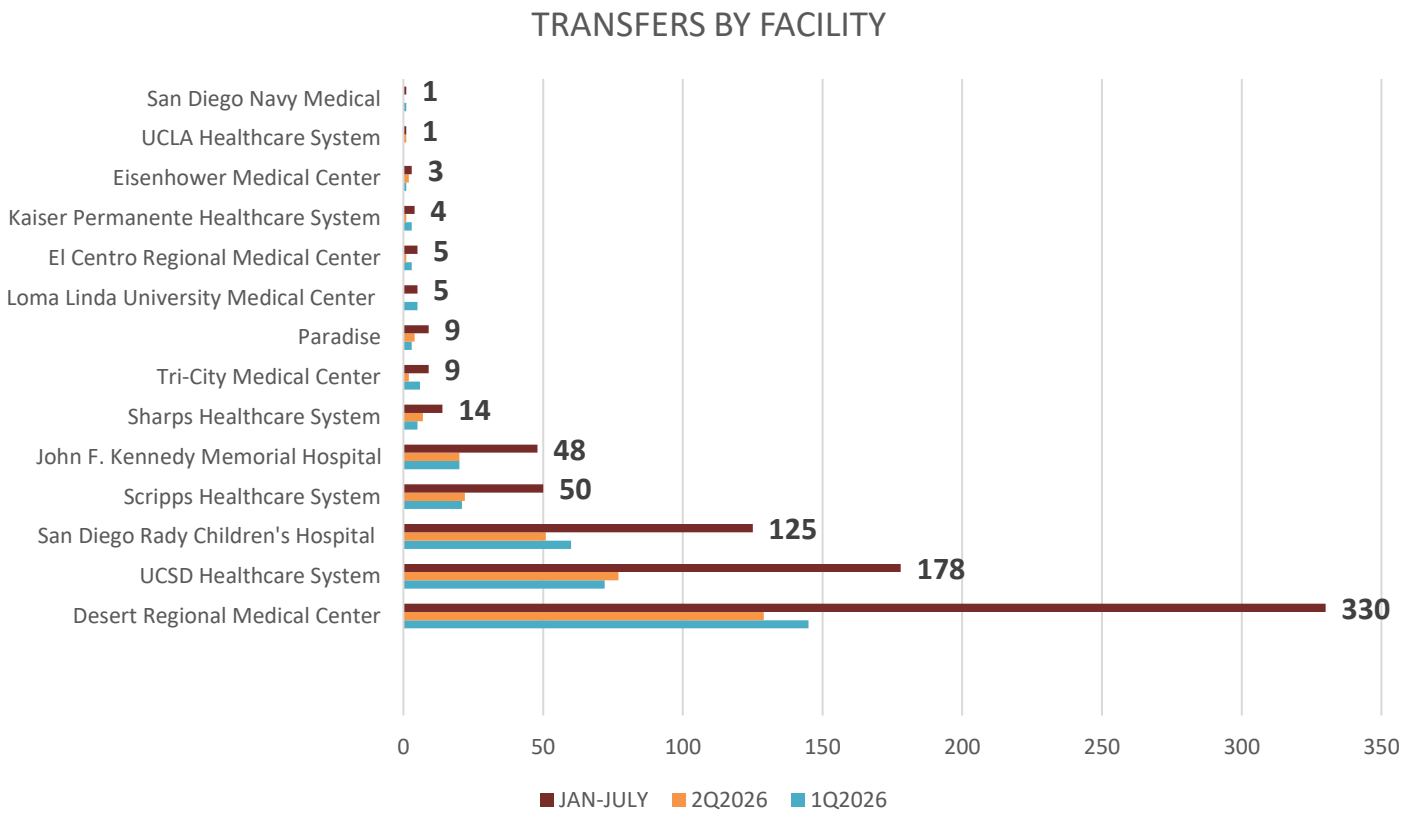
PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Board of Directors Meeting – Chief Nursing Officer Report

August 2026



Specialty	2Q2025	3Q2025	4Q2025	1Q2026	2Q2026	JULY	JAN – JUL 2026
Cardiology	36	51	45	57	45	14	116
Gastroenterology	64	62	42	35	39	28	102
Neurosurgery	30	52	43	45	38	10	93
Neurology	7	14	13	6	13	8	27
Orthopedic	13	15	41	19	18	8	45
Pediatrics	43	44	70	68	51	14	133
Surgery	4	16	10	13	5	5	23
Vascular Surgery	9	9	5	8	2	1	11
Trauma	21	12	34	30	25	7	62
Other: Burns, ENT, Oncology, Ophthalmology, Podiatry, Urology	78	84	74	64	81	26	171
Totals	**305**	**359**	**377**	**345**	**317**	**121**	**783**

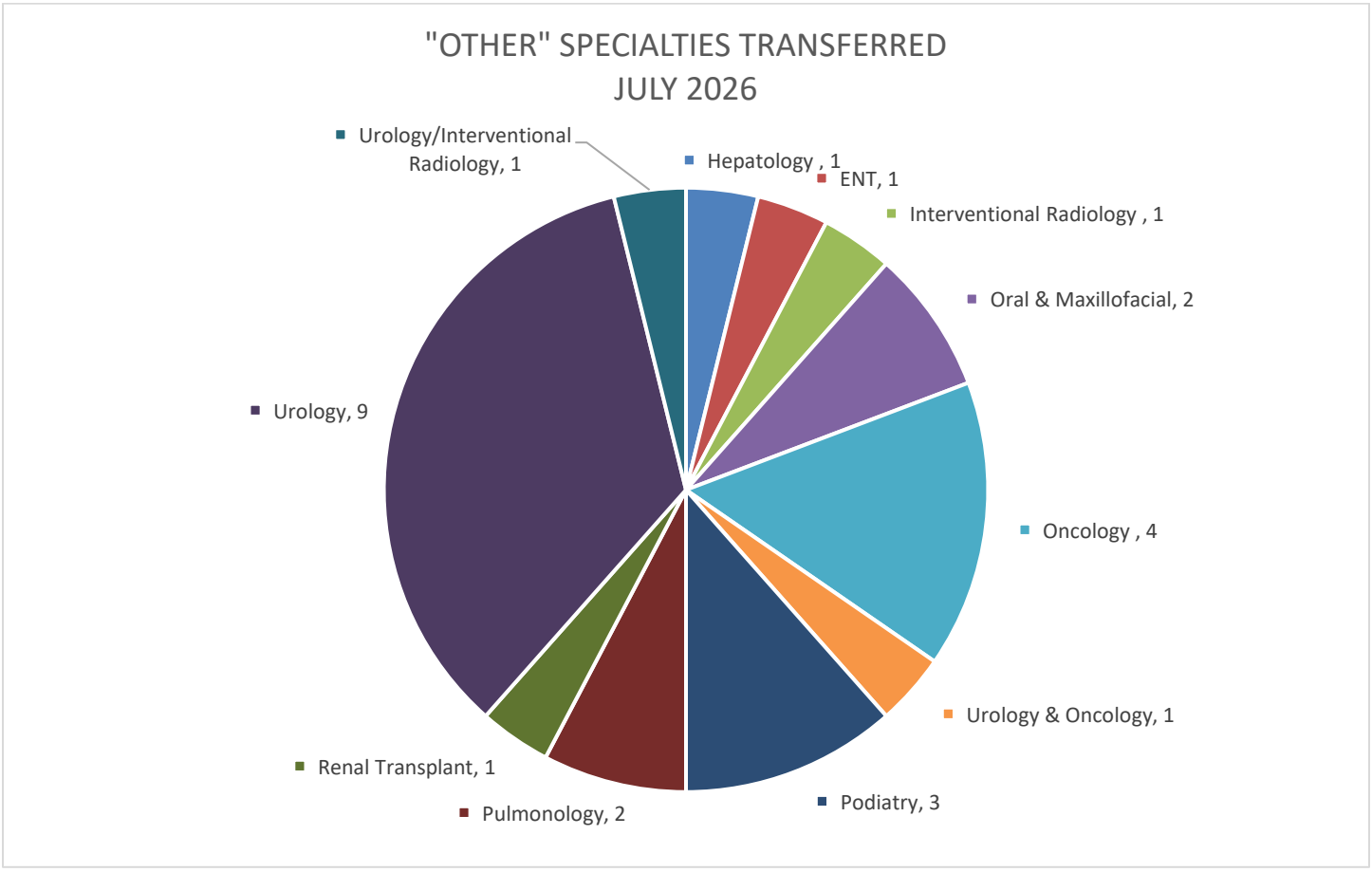


Accepting Facility	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	2Q2026	JULY	JAN-JUL
Scripps Healthcare System	119	140	65	27	21	22	7	50
Desert Regional Medical Center	116	89	152	169	145	129	56	330
San Diego Rady Children's Hospital	47	41	44	64	60	51	14	125
UCSD Healthcare System	15	22	67	73	72	77	29	178
Tri-City Medical Center	10	3	2	10	6	2	1	9
John F. Kennedy Memorial Hospital	7	4	5	14	20	20	8	48
Loma Linda University Medical Center	5	1	0	7	5	0	0	5
El Centro Regional Medical Center	5	1	9	5	3	1	1	5
Sharps Healthcare System	4	0	10	3	5	7	2	14
Eisenhower Medical Center	3	1	2	2	1	2	0	3
Riverside Medical Center	3	0	1	2	0	0	1	1
Banner University Medical Center Phoenix	1	0	0	0	0	0	0	0
Hospital Americano	0	1	0	0	0	0	0	0
UCLA Healthcare System	0	1	1	0	0	1	0	1
Children's Hospital Los Angeles	0	1	0	0	0	0	0	0
Kaiser Permanente Healthcare System	0	0	1	1	3	1	0	4
San Diego Navy Medical	0	0	0	0	1	0	0	1
Paradise	0	0	0	0	3	4	2	9
Total	**335**	**305**	**359**	**377**	**345**	**317**	**121**	**783**

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Board of Directors Meeting – Chief Nursing Officer Report

August 2026



From January through July of 2026, the Emergency Department recorded 28,118 visits of these, 783 (2.78%) resulted in transfers to other facilities for a higher level of care or specialized services. The most common transfer specialties were Neurology/Neurosurgery, Gastroenterology, Cardiology, and Pediatrics. An additional, 26 transfers were categorized under the “Other” specialty designation.

During July 2026, ECRMC submitted 7 transfer requests: 2 Pediatrics, 4 Gastrointestinal (GI), and 1 for continuity of care. Of these, 2 Pediatric and 2 GI patients were accepted for transfer. Two GI requests were not accepted—one required a higher level of care, and the other was due to GI physician availability.

From January through July 2026, there were 177 inpatient transfers from PMH to other facilities. Of these, 21 inpatient cases were transferred out of our facility in July.

Staffing:

	New Hires	In Orientation	FT to PD status	Resignation	Open Positions
Medical Surgical	0	4	0	2	2
Intensive Care Unit	0	1	0	0	0
Pediatrics	0	0	0	0	0
Emergency Department	0	5	0	3	6 (3 FT EDA, 3 FT RN)
Perioperative Services	1 PACU RN 1 SPD Tech 2 RN Circulators 1 supply chain tech	3	0	3	3 RN Circulators (1 FT/2 PD) 2.5 PACU RN 2 Cath Lab 2 SPD 1 Scrub Tech
Perinatal Services	0	1	0	0	2
NICU	2	2	0	0	1
Case Management	0	1	0	0	0
Total	**7**	**17**	**0**	**8**	**19.5**

Travelers:

- (4) Labor and Delivery Nurses – 3 Day Shift, 1 Night Shift
    - Increase in ESL

Notable Updates:

Nursing Administration:

- **Teleneurology Services**

Barcode Code Medication Administration:

BCMA						
2025 Average	**3Q2025**	**4Q2025**	**1Q2026**	**2Q2026**	**June 2026**	**July 2026**
91.55%	**92.56%**	**94.30%**	**93.56%**	**94.95%**	**95.06%**	**95.77%**

Patient Experience:

HCAHPS									
	Score Goal	**Percentile Rank Goal**	**2025**	**3Q2025**	**4Q2025**	**1Q2026**	**2Q2026**	**JUNE**	**JULY**
Likelihood to Recommend	78.54 %	76	76.57%	75.57%	78.21%	73.68%	76.76%	86.54%	70.97%
Overall			66.90%	69.26%	68.83%	68.94%	66.97%	66.54%	62.39%
Communication With Nurses			81%	77.13%	83.31	81.67%	80.77%	83.25%	72.68%
Communication With Doctors			83%	80.87%	86.05%	84.08%	80.76%	82.05%	78.73%

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Board of Directors Meeting – Chief Nursing Officer Report

August 2026

Patient Safety Indicators

Patient Safety Indicators								
	Benchmark	2025	3Q2025	4Q2025	1Q2026	2Q2026	June 2026	July 2026
Pressure Ulcers (PUs) Per 1000 Patient Days		31.94	28.85	26.91	28.51	43.65	31.6	68.4
Pressure Ulcers NPOA All Stages Per 1000 Patient Days	≤ 2	1.03	0	0.99	0	1.1	0	1.6
Falls Per 1000 Patient Days	≤ 2	1.46	2.168	0.77	1.75	2.7	4.3	0.81
Telemetry Utilization	25%?						41%	31%

Emergency Department:

ED Throughput Metrics								
INDICATOR	GOAL	2025	3Q2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026
Average Daily Visits	>125 Visits	131	124	133	150	126	122	122
Median Time to Triage	<10 Min	8 min	8 min	7 min	9 min	7.3 min	7 min	6 min
Average Length of Stay for Discharged Patients	<180 Min	182 min	182 min	174 min	181 min	173 min	166 min	185 min
Average Length of Stay for all Patients	<160 Min	196 min	199 min	187 min	195 min	191 min	187 min	201 min
Average Length of Stay for all Transfers	<160 Min	474 min	461 min	412 min	453 min	392 min	390 min	431 min
Average Left Against Medical Advice (AMA)					0.88% (41)	0.93% (115)	0.54% (20)	1.32% (50)
Left without Being Seen (LWBS)					1.38% (64)	0.86% (101)	0.76% (28)	0.76% (29)

Medical Surgical Department:

Inpatient Throughput								
INDICATOR	GOAL	2025	3Q2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026
Time Orders Written to Head in Bed *Medical Surgical Unit*	120 min	164 min	142 min	151 min	223 min	169 min	171 min	157 min
Time Orders Written to Head in Bed *Intensive Care Unit*								178 min

Perioperative Services:

	2025	3Q2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026
Case Volumes Including Robotics	4,729	1,004	943	775	112	402	346
Robotics	234	82	57	14	42	12	16
		JAN 2026	FEB 2026	MAR 26	APR 2026	JUNE 2026	JULY 2026
Average Block Time Utilization		58.7%	62%	60%	66.65	70.10%	70.03%

Case Management:

Indicator		Goal	2025	3Q2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026
ADC	Average Daily Census		51	51	51	60	52	54	47
ALOS	Average Length of Stay (Actual)	<4.0	3.30	3.85	3.42	4.32	3.88	3.99	3.96
CMI	Case Mix Index (Acute)	>1.40	1.47	1.69	1.48	1.517	1.44	1.401	1.460
Observations	Total Observation Cases- DC		29	25	27	29	31.33	30	35
	Observation Days-DC		31.5	30	33	36	41.67	37	46
Readmissions	All-Cause Hospital-Wide Readmissions (HWR)	<10	4.57	4.13	5.53	5.15	4.95	3.76	8.99

Perinatal Department:

	JAN 2026	FEB 2026	MARCH 2026	APR 2026	MAY 2026	JUN 2026	JULY 2026
Deliveries	142	128	146	135	154	142	144
Vaginal	88	83	103	91	112	91	102
Primary C-Section	20	19	18	26	23	23	15
Secondary C-Section	34	26	25	18	19	28	27
Non-Stress Tests	140	204	208	213	208	180	218
OB Triages	276	239	262	302	279	255	282

NICU & Pediatrics:

- NICU July Average Daily Census: 3.5
- NICU July Total Transfers: 2
- Pediatrics June Average Daily Census: 1.2
- Pediatrics July Average Daily Census: 0.77m

REPORT DATE	MONTHLY STATUS REPORT	PREPARED BY
Date: July 2026 Activity	Chief of Clinic Operations/Interim CEO	Carly Zamora, MSN, RN

2026 IVHD/PMH AMBULATORY DIVISION RHC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Weekly Meetings Ongoing with Directors and Managers at all RHC locations (PMH and ECRMC Locations)
Staffing	Ongoing	Budgeted	1 FT RN (Women's Health)- Offer Pending 1 FT MA (Women's Health)
Pediatrics	Ongoing	N/A	Pediatric Audiology Equipment Delivered. Dr. Magit (RCHSD) ordered and performed first Virtual Clinic- Looking at expansion of Pediatric Specialists
Quality Measures	Ongoing	N/A	Providing Training to Staff and Providers-Ongoing
Stats			

Patient Visits

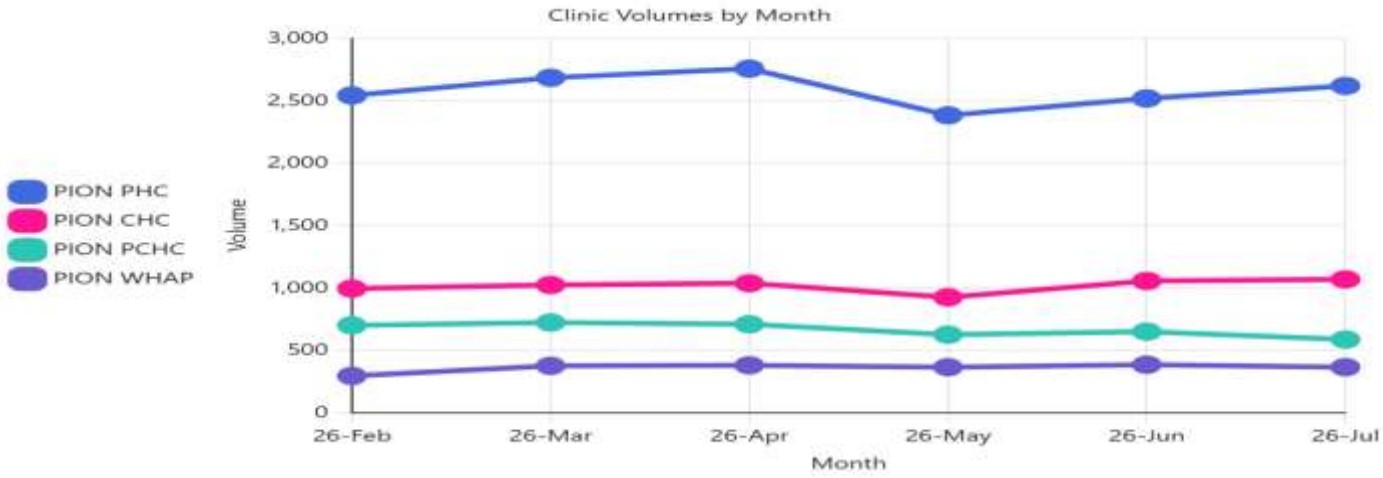
Clinic	Last Month	This Month	Variance
Pioneers Health Center	2518	2619	101
Calexico Health Center	1055	1068	13
Pioneers Children's Health Center	649	586	-63
Women's Health Center	384	364	-20

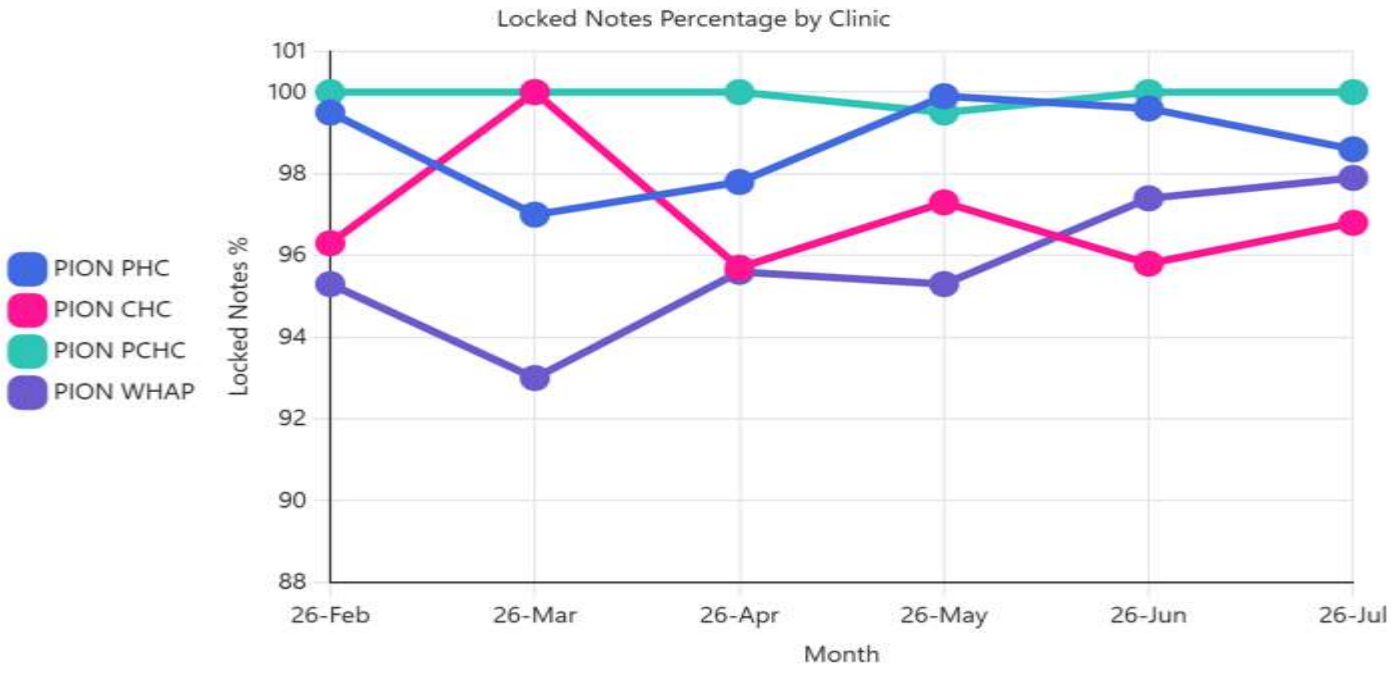
No Show Rate

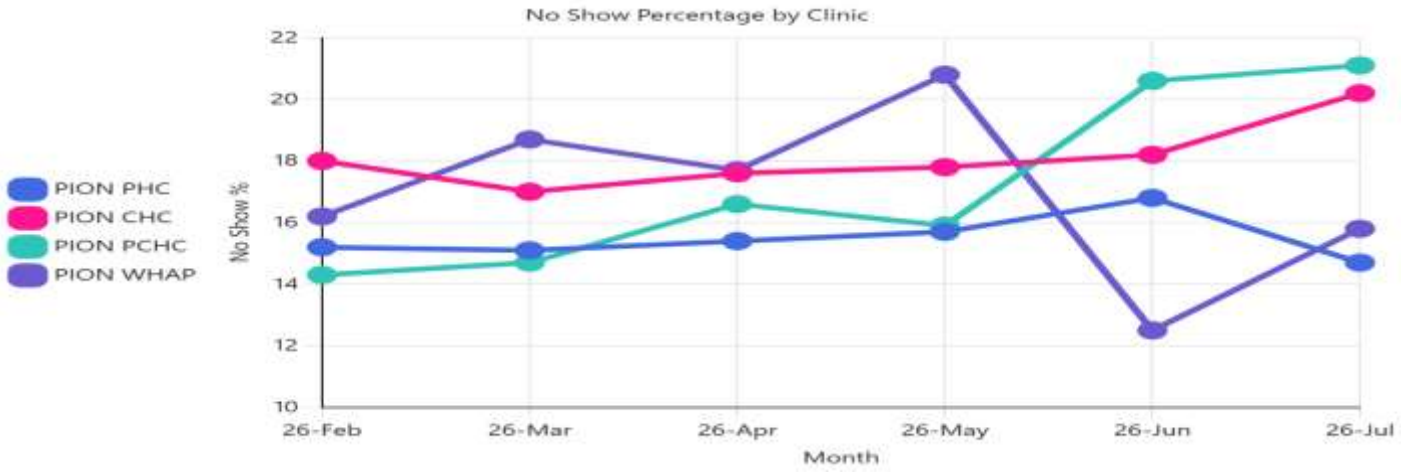
Clinic	Last Month	This Month	Variance
Pioneers Health Center	16.8%	14.7%	2.1%
Calexico Health Center	18.2%	20.20%	-2.0%
Pioneers Children's Health Center	20.60%	21.10%	-0.50%
Women's Health Center	12.5%	15.8%	-3.30%

Closed Notes

Clinic	Last Month	This Month	Variance
Pioneers Health Center	99%	99.9%	-1.0%
Calexico Health Center	96%	97.3%	1.0%
Pioneers Children's Health Center	100%	100%	0%
Women's Health Center	97%	98%	0.50%


Clinic Volumes by Month
PION PHC
PION CHC
PION PCHC
PION WHAP
Volume
3,000
2,500
2,000
1,500
1,000
500
0
26-Feb
26-Mar
26-Apr
26-May
26-Jun
26-Jul
Month


Locked Notes Percentage by Clinic
PION PHC
PION CHC
PION PCHC
PION WHAP
Locked Notes %
101
100
98
96
94
92
90
88
26-Feb
26-Mar
26-Apr
26-May
26-Jun
26-Jul
Month


No Show Percentage by Clinic
PION PHC
PION CHC
PION PCHC
PION WHAP
No Show %
22
20
18
16
14
12
10
26-Feb
26-Mar
26-Apr
26-May
26-Jun
26-Jul
Month

2026 IVHD/PMH AMBULATORY DIVISION OPD SPECIALITY CLINIC ACTIVITIES/UPDATES

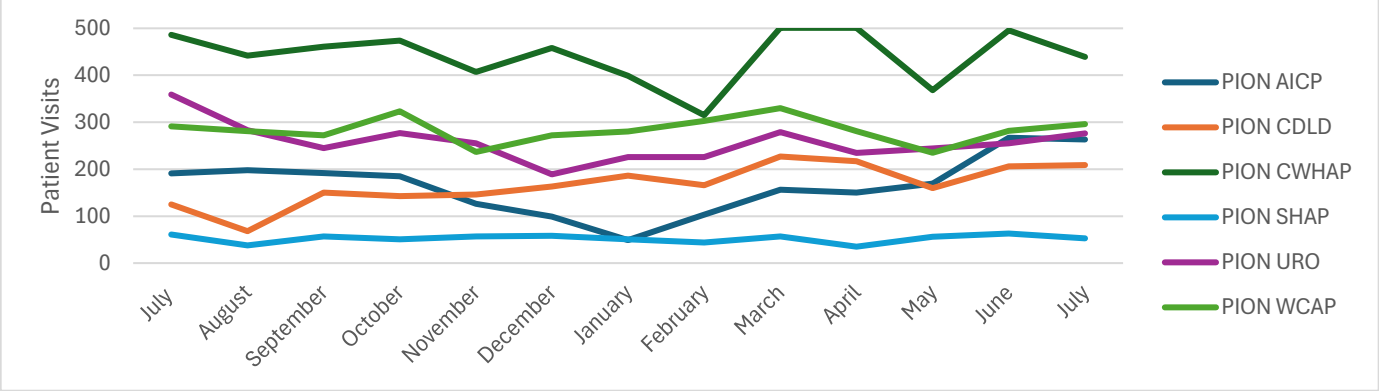
PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Weekly meetings Ongoing with Directors and Managers, reviewing service lines expansion
Volumes	Ongoing	N/A	Volumes remained consistent despite having multiple providers out throughout the month of July, 2026.
Staffing	Ongoing	Budgeted	2- Resignation in July 2026 2- CHW Onboarded-ECM Program Current Offers Pending for open positions • Specialty Clinic Lead • Community Health Worker • NP-IVHC • NP-Urology • NP-Cardiology • NP-Interventional Radiology • RN-ECM • Medical Assistant • RN-Infusion
Urology	Ongoing	N/A	Working with Urology Providers on procedures and equipment expansion with Surgery
Infusion	Ongoing	N/A	Meeting with Team Weekly regarding Infusion Growth/340B
Stats			See below:

Patient Visits			
Clinic	Last Month	This Month	Variance
Ambulatiory Infusion	267	263	-1%
Center for Digestive & Liver Disease	206	209	1%
Comprehensive Women's Health	496	439	-11%
Surgical Health	63	53	-16%
Surgical Health - Urology	255	276	8%
Wound Clinic	282	296	5%
Imperial Valley Health Centers	N/A	6	

No Show Rate			
Clinic	Last Month	This Month	Variance
Ambulatory Infusion	8.6%	7.9%	-8.1%
Center for Digestive & Liver Disease	13.8%	9.8%	-29.0%
Comprehensive Women's Health	9.0%	9.7%	7.8%
Surgical Health	11.8%	3.2%	-72.9%
Surgical Health - Urology	6.8%	7.5%	10.3%
Wound Clinic	4.5%	7.2%	60.0%
Imperial Valley Health Centers	No Data	No Data	

Closed Notes			
Clinic	Last Month	This Month	Variance
Ambulatiory Infusion	100%	100%	0%
Center for Digestive & Liver Disease	90%	74%	-18%
Comprehensive Women's Health	100%	93%	-7%
Surgical Health	100%	98%	-2%
Surgical Health - Urology	100%	100%	0%
Wound Clinic	99%	98%	-1%
Imperial Valley Health Centers	N/A	100%	

Patient Satisfaction - Top Box Score			
Clinic	FY26 Q2	FY26 Q3	FY26 Q4
Ambulatiory Infusion	No Data	No Data	No Data
Center for Digestive & Liver Disease	50.56%	55.56%	74.07%
Comprehensive Women's Health	52.00%	78.89%	42.86%
Surgical Health	80.00%	25.00%	100.00%
Surgical Health - Urology	77.53%	62.50%	88.89%
Wound Clinic	No Data	No Data	No Data
Imperial Valley Health Centers	No Data	No Data	No Data

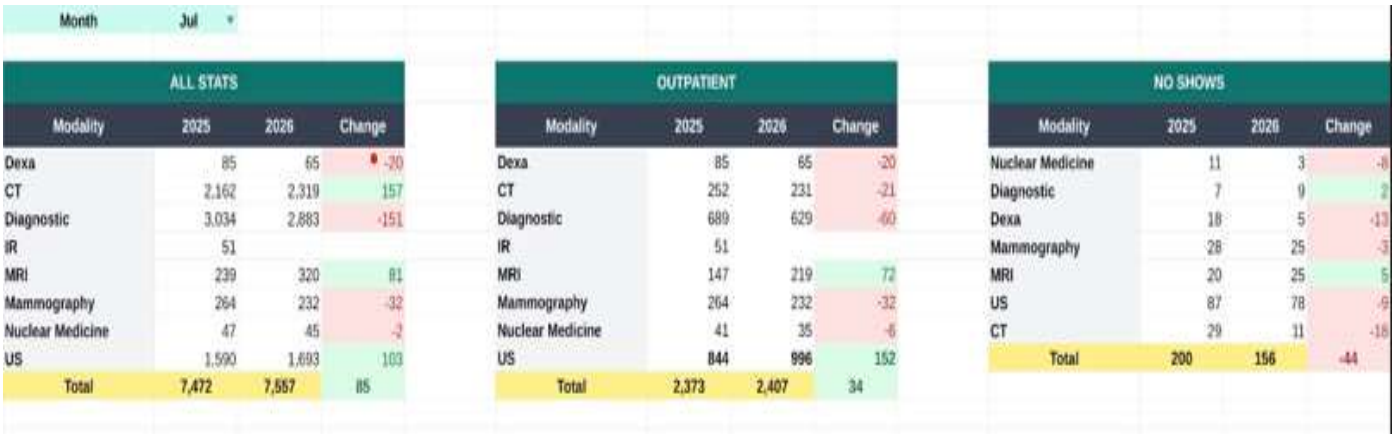


2026 IVHD/PMH AMBULATORY DIVISION PHYSICAL THERAPY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meeting Weekly on Transition, Attend Daily Huddles
Staffing	Ongoing	N/A	1 PT Physical Therapy Assistant, 2 FT Physical Therapist opening- 1 PD Physical Therapist
Education	Ongoing with Nursing	N/A	Working with Departments on Mobility/Education
Inpatient/Outpatient Review	Meetings Ongoing with Nursing	N/A	Inpatient volumes remain consistent.

2026 IVHD/PMH RADIOLOGY ACTIVITIES/UPDATES

	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held Weekly with Director and Managers (PMH and ECRMC Locations)
Canon CT Project	Early Stages	. Payments will occur once the scanner is installed and operational	Currently on hold, review for the upcoming Fiscal Year.
Projects	Ongoing	None	Cardiac Software-awaiting installation. Purchase of 3 Ultrasounds-Foundation Donation Pending. Capital Equipment Review Pending
Staffing	Ongoing	None	1 FT MRI Tech Pending (Offer Submitted) 1 PD Rad Tech position opening.
Stats:			



Month: Jul

ALL STATS

Modality	2025	2026	Change
Dexa	85	65	-20
CT	2,162	2,319	157
Diagnostic	3,034	2,883	-151
IR	51		
MRI	239	320	81
Mammography	264	232	-32
Nuclear Medicine	47	45	-2
US	1,590	1,693	103
Total	7,472	7,557	85

OUTPATIENT

Modality	2025	2026	Change
Dexa	85	65	-20
CT	252	231	-21
Diagnostic	689	629	-60
IR	51		
MRI	147	219	72
Mammography	264	232	-32
Nuclear Medicine	41	35	-6
US	844	996	152
Total	2,373	2,407	34

NO SHOWS

Modality	2025	2026	Change
Nuclear Medicine	11	3	-8
Diagnostic	7	9	2
Dexa	18	5	-13
Mammography	28	25	-3
MRI	20	25	5
US	87	78	-9
CT	29	11	-18
Total	200	156	-44

2026 IVHD/PMH AMBULATORY DIVISION LABORATORY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held weekly onsite twice a week
Projects	100%	N/A	Joint Commission Survey Completed, report submitted
Health Fair	50%	50,000 Savings	Employee Health Fair scheduled for September 2026. Labs to be completed, previously certain labs sent out, will complete in-house with savings of approx. $50,000.
Staffing	Ongoing	Contracting	2 FT Clinical Laboratory Scientist Onboarding. Working with ECRMC on staffing/Collaboration
Contracts/Policies	Ongoing	N/A	All policies and contracts being reviewed with ECRMC, currently updating for submission

2026 IVHD/PMH PHARMACY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Staffing	Ongoing	N/A	Pharmacy Tech I position filled. Infectious Diseases Pharmacist position remains vacant. TelNet-Rx currently provides 24/7 order verification to allow pharmacy staff to perform antimicrobial stewardship activities during recruitment.
IVHD Transition	Ongoing	N/A	Meetings being held Bi-Weekly with ECRMC, reviewing contracts, Director on-site. Pharmacy continues participating in IVHD/ECRMC transition planning involving contracts, GPO alignment, 340B/DSCSA compliance, and medication-storage requirements.
Pharmacy Space/Storage Compliance	Ongoing	TBD	Pharmacy space and compliant storage remain items requiring resolution.
Regulatory Readiness	Ongoing	N/A	Pharmacy is completing a comprehensive update of its sterile-compounding policy, SOPs, engineering-control requirements, cleaning procedures, and competency tools to align with current standards.

Pharmacy Procurement / GPO Alignment	Ongoing	N/A	Evaluating medication contract alignment, cost impact, and supply continuity while maintaining appropriate clinical use post-GPO change.
IV Solutions Workflow Transition	Ongoing	N/A	Pharmacy now manages most IV-solution procurement, improving purchasing oversight, supply continuity, charge capture, and medication safety.

2026 IVHD/PMH CHIEF OF CLINIC OPERATIONS-INTERIM CEO/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Physician Updates	Ongoing	N/A	Recruitment Ongoing Contract Review Ongoing OBGYN: 1 candidate- Interviews in Progress Internal Medicine Physicians- Two Candidates In Review Specialty Physicians in Review/Service Line Expansion Pediatrician- Three Candidates In Review, One Candidate Interview Completed
Contracts	Ongoing	N/A	Contract Review ongoing/Collaborating with ECRMC
Locums	Ongoing	N/A	Gaps in OB/Pediatrics Call Ongoing.
Projects:			
Centralized Scheduling	Ongoing	N/A	Meetings Held with Managers and Director Monthly. Implementing workflows with ECRMC and Reviewing alternative Call Center Software Solutions.
Ring Central	Ongoing	Monthly Expense	Ring Central Productivity being monitored and reviewed daily by Managers, reviewing alternative Software Solutions
Notable	Ongoing	Monthly Expense	Reviewing Utilization Monthly, additional modules in review and expansion to EC Campus
Clinical AI Agent	Ongoing	Monthly Expense	Ongoing Utilization Review, Provider Re-training May/June 2026 Completed. Reviewing AI Agent for Specialty and expansion.
OP Infusion	Early Stages	N/A	PMH Volumes remain consistent
Wound Care	Ongoing	N/A	Workflows in Review/Collaboration continues
Grants	Ongoing	N/A	Reviewing New Grants for Submission, meet weekly. 3/6 grants submitted.
IVHD Transition	Ongoing	N/A	Meet Daily- Ongoing with Directors and Managers Executive Meetings Weekly, Transition Call weekly