



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, SEPTEMBER 24, 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: 298 722 510 209 763

Passcode: sw7eR2mo

~ 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 - EXISTING LITIGATION (Gov. Code 54956.9(d)(1))

- Adriana Pacheco v. IVHD (BETA Claim No. 25-000240)
- Castro v. IVHD (BETA Claim No. 25-000453)

c. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (Gov. Code 54956.9(d)(2); (d)(3))

- One Potential Matter

d. Hospital Quality Issues — Health & Safety Code § 32155

1. Call to Order – 6:30

2. Roll Call

3. Pledge of Allegiance

4. Approval of Request for Remote Appearance by Board

Member(s), if Applicable

5. Consider Approval of Agenda

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

6. Public Comments

At this time the Board will hear comments on any agenda item. If any person wishes to be heard, they shall stand; address the president, identify themselves, and state the subject for comment. Time limit for each speaker is 3 minutes individually per item to address the Board. Individuals who wish to speak on multiple items will be allowed four (4) minutes in total. A total of 15 minutes shall be allocated for each item for all members of the public. The board may find it necessary to limit the total time allowable for all public comments on items not appearing on the agenda at any one meeting to one hour.

7. Board Comments

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

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

8. Consent Calendar

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

- a. Approve minutes for meetings of September 10, 2026.
- b. Approval and file PMH Expenses/Financial Report August 2026

9. 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: Authorization to approve Emergency Medical Care On-Call Agreement for Egbert Grinage, LLC
Presented by: Carly Zamora
Contract Value: estimate - \$90,000, value varies depending on call shifts
Contract Term: 2 years
Budgeted: Yes

Budgeted Classification: On-Call

- c. Staff Recommends Action to Authorize: Administrative and Professional Service Agreement between Rural Medical Professional Partners and Imperial Valley Healthcare District.
Presented by: Carol Bojorquez
Contract Value: Variable, contract value depends on revenue generated and percentage fee applied to it
Contract Term: Three-year term
Budgeted: Yes
Budgeted Classification: Service Agreement
- d. Staff Recommends Action to Authorize: Authorization to approve Emergency Medical Care On-Call for Clinicas de Salud del Pueblo dba Innercare.
Presented by: Carly Zamora, Interim CEO
Contract Value: approximately \$300,000 value varies depending on Call Coverage and needs.
Contract Term: 1 year
Budgeted: No
Budgeted Classification: On-Call
- e. Discussion and Consideration of Approval of Resolution No. 2026-0924: Resolution of the Imperial Valley Healthcare District Board of Directors Making Additional Findings Required by Government Code 54953.8.6 Regarding Teleconference Meetings of Eligible Subsidiary Bodies Pursuant to Senate Bill 707 (Adrian Ochoa, Legal Counsel)
- f. Discussion and Action Regarding 2026 Regular Meeting Calendar

10. Management Reports

- a. Finance: Lenin Valdes – Controller
- 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

11. Items for Future Agenda

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

12. Adjournment

- a. The next regular meeting of the Board will be held on October 22, 2026 (or possibly **October 8** pending discussion on Item 9(f)), at 6:00 p.m. at 601 Heber Ave. Calexico, Ca. 92231.

POSTING STATEMENT

A copy of the agenda was posted September 18, 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
SEPTEMBER 10, 2026
REGULAR BOARD MEETING**

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 10TH OF SEPTEMBER 207 W. LEGION ROAD, BRAWLEY, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

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. EXPOSURE TO LITIGATION (Gov. Code 54956.9(d)(2))

- April Hale – 8/31/26 Government Claim

BOARD RECONVENED INTO OPEN SESSION AT 7:06 p.m.

a. No reportable action taken in closed session

b. Motion was made by Director Garcia and second by Director Proctor to reject the government claim presented by April Hale. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

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
Trustee	Felipe Irigoyen
Trustee	Arturo Proctor

ABSENT:

Enola Berker – Secretary

Rodolfo Valdez - Trustee

GUESTS:

Adriana Ochoa – Legal/Snell & Wilmer

3. PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR BURNWORTH



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

5. CONSIDER APPROVAL OF AGENDA:

Motion was made by Director Goodsell and second by Director Garcia to approve the agenda for September 10, 2026. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

6. PUBLIC COMMENT TIME:

Anahi Araiza from Imperial Valley Equity and Justice expressed their support for Measure N and looks forward to being partners and helping educate the community on the benefits of this measure. They hope to advocate members in their community to vote yes on this important issue going forward.

7. BOARD COMMENTS:

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

None

- b. Schedule of upcoming Board meetings and events.

None

- c. Report by Merger Strategic Planning Ad-Hoc Committee

Adriana reported that the Ad-Hoc Committee continues to meet to monitor the progress on the closing of the transaction with ECRMC in the city of El Centro and hope to achieve a closing by the middle of October.

- d. Finance Committee Update.

None

8. CONSENT CALENDAR:

Motion was made by Director Garcia and second by Director Proctor to approve the Consent Calendar. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

9. ACTION ITEMS:

- a. Action Item: Policy and Procedure: Reference Laboratories

Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Reference Laboratories. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor



NOES: None

- b. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation

Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- c. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Thoracentesis/Needle Decompression

Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Thoracentesis/Needle Decompression. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- d. Action Item: Policy and Procedure: Sentinel Event

Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Sentinel Event. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- e. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Resuscitation

Motion was made by Director Irigoyen second by Director Goodsell to approve the Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Resuscitation. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- f. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Umbilical Vessel Catheterization

Motion was made by Director Irigoyen second by Director Goodsell to approve the

Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Umbilical Vessel Catheterization. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor



NOES: None

- g. Action Item: Policy and Procedure: Risk Management Plan

Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Risk Management Plan. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- h. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Hypoglycemia in the Newborn

Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Standardized Procedure for Registered Nurses: Hypoglycemia in the Newborn. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- i. Action Item: Policy and Procedure: Intra-Facility Transport of the Intermediate NICU Patient

Motion was made by Director Irigoyen second by Director Goodsell to approve the Policy and Procedure: Intra-Facility Transport of the Intermediate NICU Patient. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- j. Action Item: Policy and Procedure: Tuberculosis Exposure Protocol

Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Tuberculosis Exposure Protocol. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- k. Action Item: Policy and Procedure: CODE PINK Infant or Child Abduction

Motion was made by Director Irigoyen second by Director Goodsell to approve the Policy and Procedure: CODE PINK Infant or Child Abduction. Motion passed by the following wit:

AYES: Burnworth, Goodsell, Garcia, Irigoyen, Proctor

NOES: None

- l. Action Item: Policy and Procedure: Bloodborne Pathogen Exposure Control Plan



Motion was made by Director Irigoyen and second by Director Goodsell to approve the Policy and Procedure: Bloodborne Pathogen Exposure Control Plan. Motion passed by the following wit:

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

- m. Staff Recommends Action to Authorize: Multi-year agreement with Cepheid
Presented by: Carly Zamora
Contract Value: \$945,667 (annual spend-2025)
Contract Term: 3 Years
Budgeted: Yes
Budgeted Classification: Supplies

Motion was made by Director Goodsell and second by Director Proctor to approve the Multi-year agreement with Cepheid. Motion passed by the following wit:

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

- n. For Consideration and Approval: Resolution No. 2026-0910, A Resolution of the Imperial Valley Healthcare District Board of Directors Announcing an Official Position of Support for Measure N, Maintaining Local Hospitals and Emergency Healthcare Services Measure

Motions was made by Director Irigoyen and second by Director Garcia to approve the Resolution No. 2026-0910, A Resolution of the Imperial Valley Healthcare District Board of Directors Announcing an Official Position of Support for Measure N, Maintaining Local Hospitals and Emergency Healthcare Services Measure. Motion passed by the following wit:

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

10.MANAGEMENT REPORTS:

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

None

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

None

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

None

- d. Executive: Carol Zamora – Interim Chief Executive Officer



Carly reported that there has been some social media activity and comments made by community members. She received a few calls. There has been some articles out in regards to Oncology. We did lose two physicians in the Oncology in El Centro Regional however she just wants to insure the board and the community that they are still open. They have 3 low funds that are with them for 6 months as we recruit and do have 2 permanent positions, on the that they are actually working on right now going through medical staff and the contracts. Letters have been sent to patients that there is continuity of care and she just wants to reassure the community that they are prepared to serve. Second thing to report is that she has received a few phone calls and comments in regards to comments out there in the community regards to OB closures. That is not an accurate statement and she wants to take note of that. There is some discussion in regards to a certification that they are reviewing in regards to the CCS certification, which had nothing to do with closing any services lines here.

e. Legal: Adriana Ochoa – General Counsel

Adriana reported for the benefit of the public that there has been a false narrative circulating in the community regarding a quote unquote double tax. Some folks have criticized the continuation of the Pioneers Memorial HealthCare District and Heffernan Memorial HealthCare District taxes as a double tax if IVHD's measure passes in November. She just wanted to stress that this is a false narrative. The short answer is that property tax owners pay the same amount of property taxes, regardless of whether IVHD receives that money as the successor agency to those special districts or not. The only thing that would change if IVHD stopped getting that money is that it would go to other special districts or the county. She does wonder whether it would be worth along the same lines coordinating on an op-ed that perhaps a board member could sponsor to educate the public on the property tax issue. If that is something you're interested in she is happy to help with that education campaign so that maybe there's an op-ed or something that they can get into paper that will clarify where the tax came from, what will happen or not if the measure passes, where would the taxes otherwise go? So the community is fixated on it.

11. ITEMS FOR FUTURE AGENDA:

None

12. ADJOURNMENT: With no future business to discuss, Motion was made unanimously to adjourn meeting at 7:31 p.m.



To: Board of Directors

Katherine Burnworth, President

Laura Goodsell, Vice President

Enola Berker, Secretary

James Garcia, Treasurer

Arturo Proctor, Trustee

Rodolfo Valdez, Trustee

Felipe Irigoyen, Trustee

Additional Distribution:

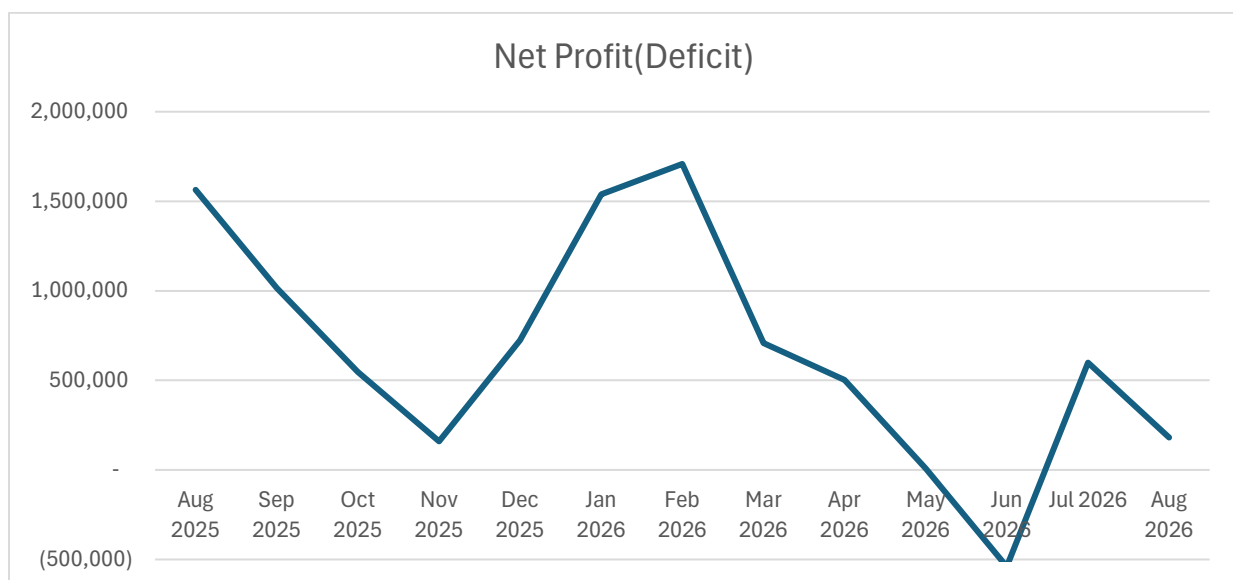
Carly Zamora, Interim Chief Executive Officer

From: Carly Loper, Chief Financial Officer

Financial Report – August 2026

Overview:

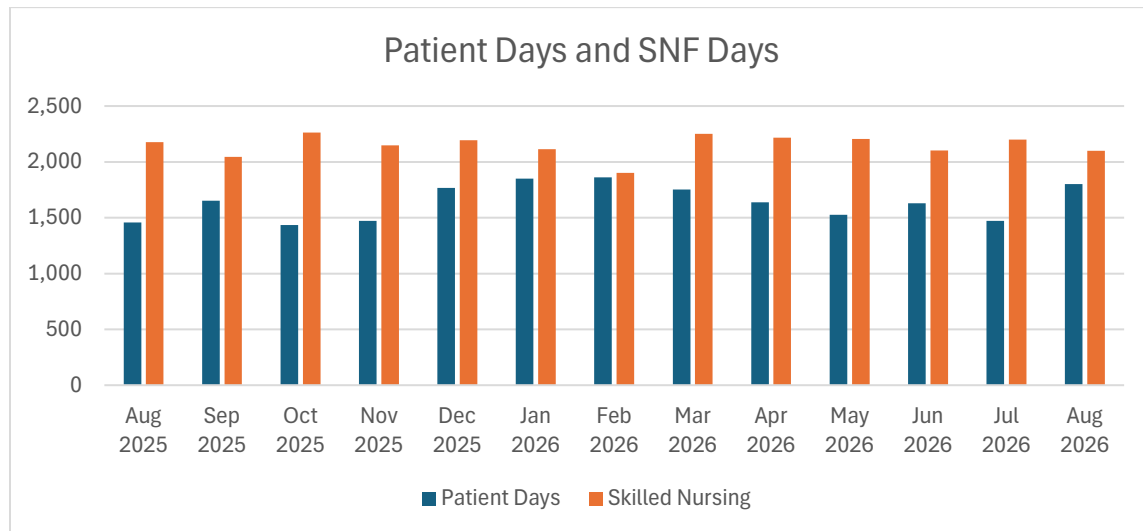
Financial operations for the month of August resulted in a profit of \$180,505 against a budgeted profit of \$772,678.



Patient Volumes:

In August, inpatient days exceeded budget by 23.5% and exceeded the prior month volumes by 22.4%. For the year-to-date period, inpatient days surpassed budget by 5.0% and surpassed the prior year volumes by 4.1%.

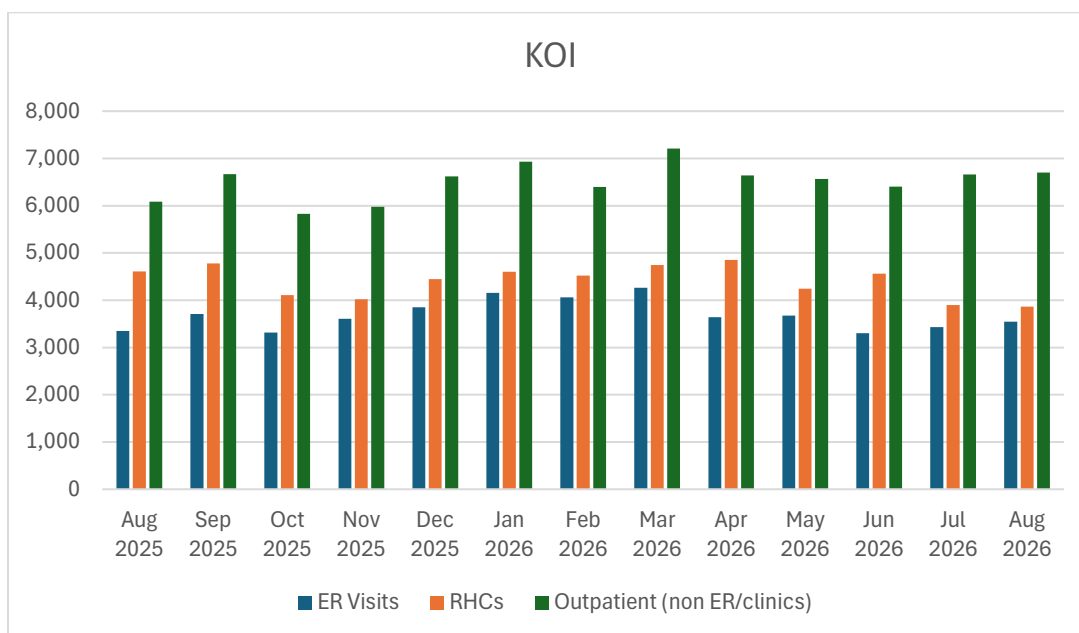
August inpatient days for Pioneers Memorial Skilled Nursing Center (PMSNC) were 2,100 compared to 2,199 inpatient days in July. PMSNC had an average daily census (ADC) of 67.7 for the month of August.



For the month of August, Deliveries exceeded the prior month volumes by 18.8% and exceeded the monthly budget by 74.5%. Emergency Room visits exceeded the prior month volumes by 3.4% but fell below the monthly budget by (5.0%). Surgeries for the month of August exceeded prior month volumes by 10.1% and exceeded the monthly budget by 27.5%. Pioneers Children's Health Center and Outpatient (non-ER) visits/volumes for August exceeded the prior month visits/volumes while Calxico Health Center and Pioneers Health Center visits/volumes for August fell below the prior month visits/volumes. Fiscal year-to-date volumes for Pioneers Health Center, Pioneers Children's Health Center and Calxico Health Center are lower than prior year volumes. Fiscal year-to-date volumes for Outpatient (non-ER) exceeded prior year volumes. For actual compared to budget fiscal year-to-date, the visits/volumes for Pioneers Children Health Center, Outpatient (non-ER), Pioneers Health Center and Calxico Health Center visits all 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	171	98	167	315	196	318
E/R Visits	3,546	3,734	3,346	6,977	7,468	6,643
Surgeries	306	240	258	584	480	519
GI Scopes	0	35	71	151	70	246
Calxico RHC	906	982	961	1,844	1,964	2,085
Pioneer Health	2,134	2,503	2,539	4,303	5,006	5,193



Gross Patient Revenues:

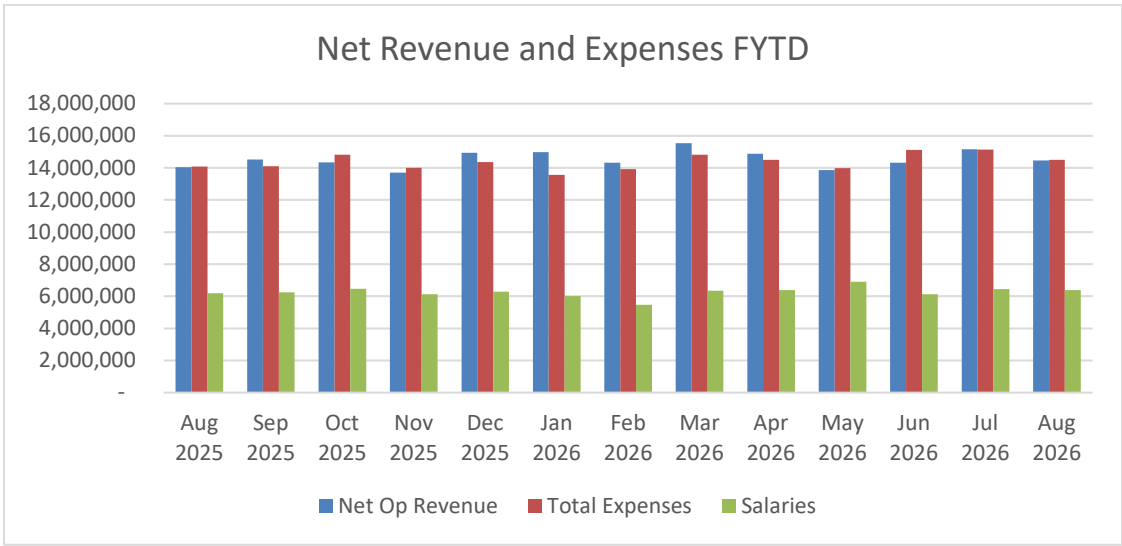
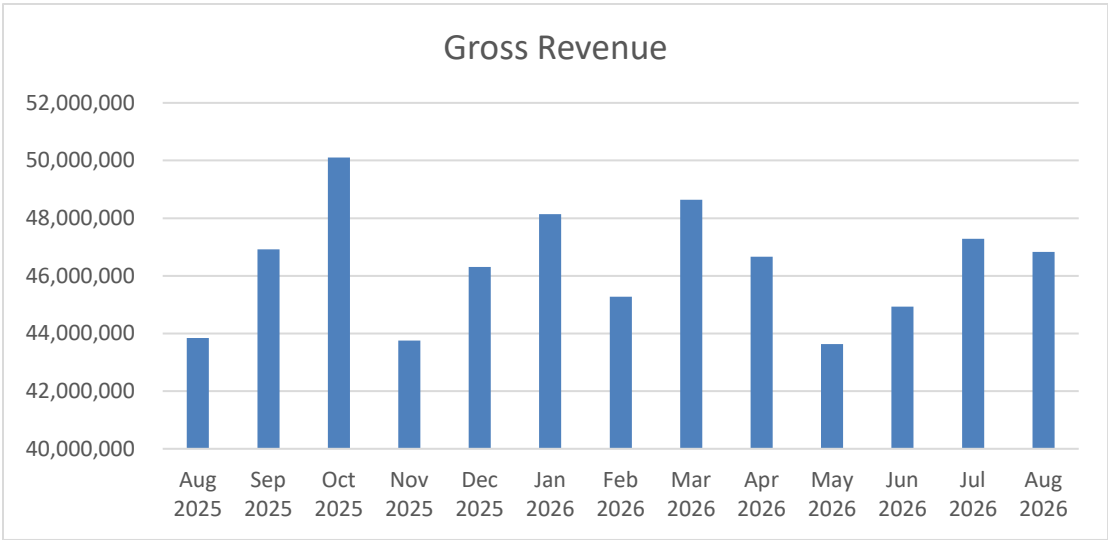
In August, gross revenues exceeded budget by \$2,985,603 or 6.8% but fell below the prior month's revenues by (\$455,625), which was just under (1.0%). August's daily revenues were \$1,510,543 per day, which was lower than July's monthly revenues at \$1,525,240 per day.

	Monthly Gross Revenue	Daily Gross Revenue
July	\$47,282,451	\$1,525,240
August	\$46,826,826	\$1,510,543

Operating Expenses:

In total, August operating expenses were under budget by \$327,521 or 2.2%. August's daily expenses were \$468,061 per day, which was lower than July's monthly expenses at \$488,461 per day. Total staffing expenses for August were over budget by (6.0%) while Benefits expenses were over budget by (35.8%). Total expenses for August fell below the prior month expenses by \$633,024 or 4.2%.

	Monthly Expenses	Daily Expenses
July	\$15,142,298	\$488,461
August	\$14,509,904	\$468,061

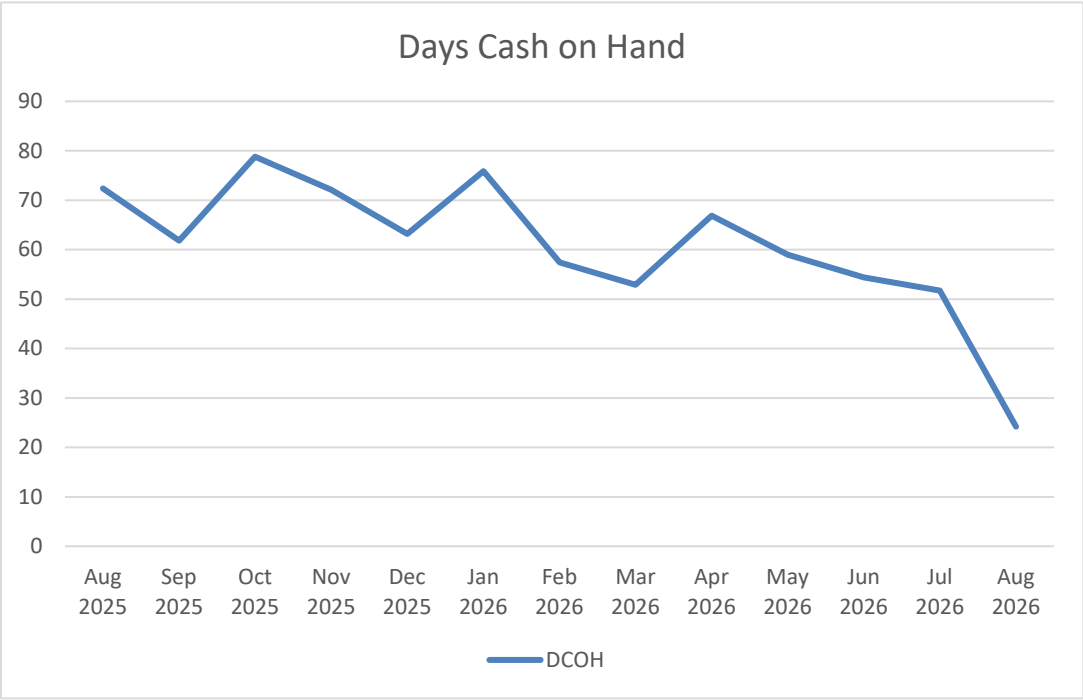


Bond Covenants:

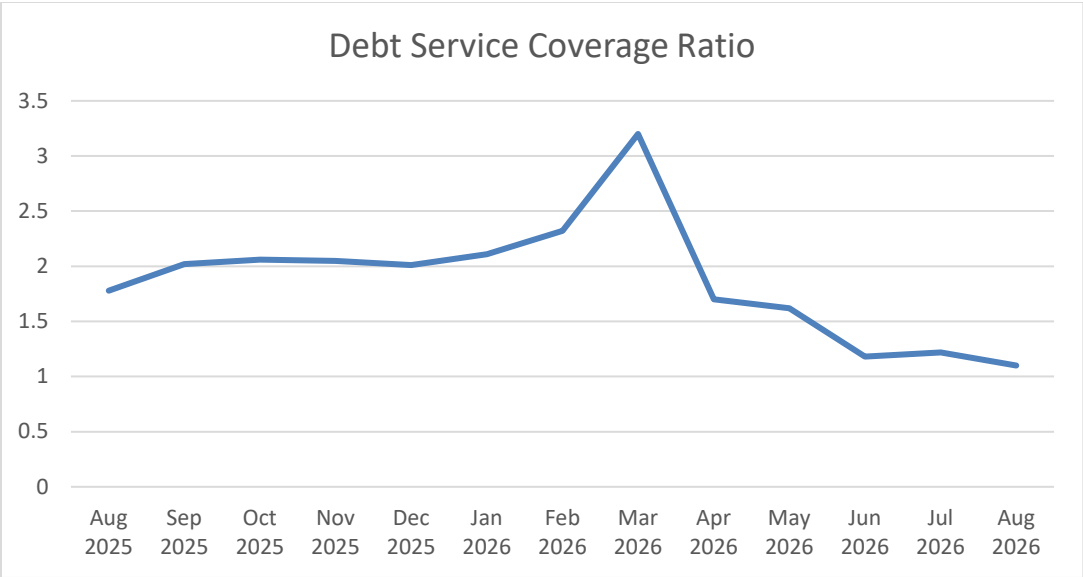
As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or “promises” to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (U.S. Bank) authorization to take 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 July 2026: 51.7 days cash on hand
end of August 2026: 24.2 days cash on hand

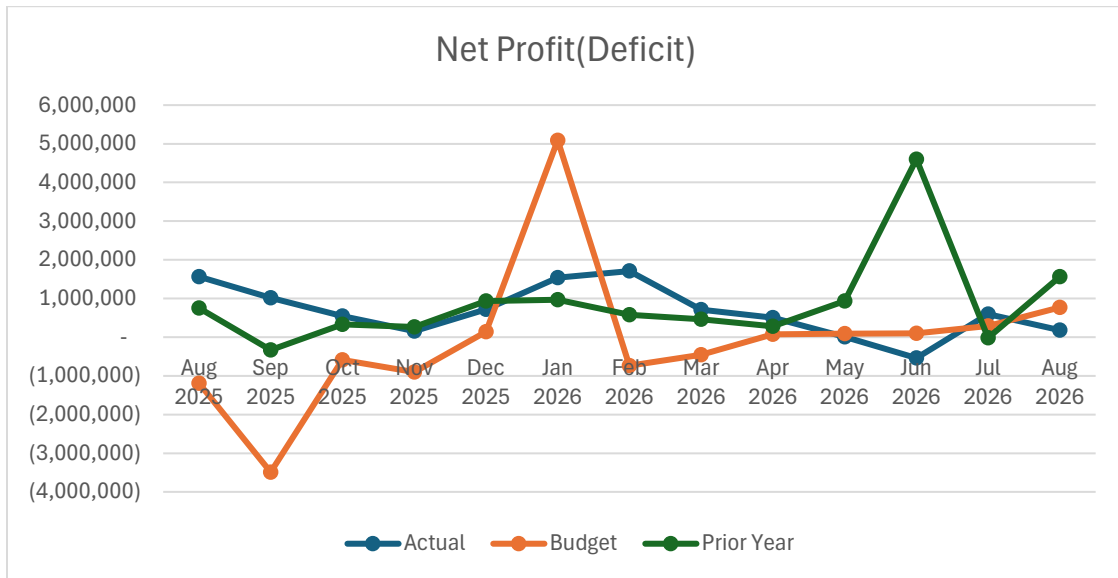


The District’s debt service coverage ratio for July 2026 was 1.22 while the debt service coverage ratio for August 2026 was 1.10.



Net Excess/(Deficit):

Fiscal year-to-date, District operations have resulted in a profit of \$779,530 against a budgeted profit of \$1,061,396, which is below the prior year-to-date profit of \$1,543,093.



END OF REPORT

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

FOR THE PERIOD ENDING AUGUST 31, 2026

THIS MONTH ACTUAL JULY	LAST YEAR ACTUAL AUGUST	THIS MONTH ACTUAL AUGUST	THIS MONTH BUDGET AUGUST	% VAR		FYTD ACTUAL AUGUST	FYTD BUDGET AUGUST	% VAR	FYTD PRIOR YEAR AUGUST	% VAR
4,409	4,044	5,158	4,044	27.56%	ADJ PATIENT DAYS	9,585	8,620	11.19%	8,692	10.27%
1,471	1,458	1,801	1,458	23.53%	INPATIENT DAYS	3,272	3,116	5.01%	3,142	4.14%
542	500	572	500	14.40%	IP ADMISSIONS	1,114	1,033	7.84%	1,055	5.59%
47	47	58	47	23.53%	IP AVERAGE DAILY CENSUS	53	50	5.01%	51	4.14%
					GROSS PATIENT REVENUES					
15,775,844	15,807,716	16,350,665	15,807,716	3.43%	INPATIENT REVENUE	32,126,509	32,214,890	-0.27%	32,214,890	-0.27%
31,506,607	28,033,507	30,476,161	28,033,507	8.71%	OUTPATIENT REVENUE	61,982,768	56,906,329	8.92%	56,906,329	8.92%
47,282,451	43,841,223	46,826,826	43,841,223	6.81%	TOTAL PATIENT REVENUES	94,109,277	89,121,219	5.60%	89,121,219	5.60%
					REVENUE DEDUCTIONS					
14,392,329	12,363,658	13,396,140	12,174,057	-10.04%	MEDICARE CONTRACTUAL	27,788,469	26,207,037	-6.03%	23,278,580	-19.37%
12,303,689	12,783,150	13,333,522	12,629,528	-5.57%	MEDICAL CONTRACTUAL	25,637,211	24,626,019	-4.11%	26,671,083	3.88%
-1,426,515	-1,481,965	-2,199,070	-2,387,729	7.90%	SUPPLEMENTAL PAYMENTS	-3,625,585	-4,775,458	24.08%	-2,804,461	-29.28%
0	0	0	0	100.00%	PRIOR YEAR RECOVERIES	0	0	100.00%	0	
6,373,252	5,467,731	6,514,778	5,514,795	-18.13%	OTHER DEDUCTIONS	12,888,030	11,728,919	-9.88%	12,343,996	-4.41%
0	6,207	201,130	6,740	0.00%	CHARITY WRITE OFFS	201,130	6,740	-2884.31%	9,133	-2102.19%
991,072	1,093,400	1,497,474	988,003	-51.57%	BAD DEBT PROVISION	2,488,546	1,976,006	-25.94%	1,965,585	-26.61%
-4,167	-4,167	-4,167	-4,524	0.00%	INDIGENT CARE WRITE OFFS	-8,334	-4,524	-84.20%	-4,167	100.00%
32,629,660	30,228,014	32,739,806	28,920,869	-13.20%	TOTAL REVENUE DEDUCTIONS	65,369,466	59,764,738	-9.38%	61,459,749	-6.36%
14,652,791	13,613,209	14,087,020	14,920,354	-5.59%	NET PATIENT REVENUES	28,739,811	29,356,481	-2.10%	27,661,470	-3.90%
69.0%	68.9%	69.9%	66.0%			69.5%	67.1%		69.0%	
0	0	0	4,167		OTHER OPERATING REVENUE	0	8,334		0	#DIV/0!
515,309	424,312	375,224	459,597	-18.36%	GRANT REVENUES	890,533	919,194	-3.12%	763,565	16.63%
515,309	424,312	375,224	463,764	-19.09%	OTHER	890,533	927,528	-3.99%	763,565	16.63%
15,168,100	14,037,521	14,462,244	15,384,118	-5.99%	TOTAL OTHER REVENUE	890,533	927,528	-3.99%	763,565	16.63%
					TOTAL OPERATING REVENUE	29,630,344	30,284,009	-2.16%	28,425,035	4.24%
					OPERATING EXPENSES					
6,451,133	6,189,444	6,397,383	6,599,425	3.06%	SALARIES AND WAGES	12,848,516	13,228,045	2.87%	12,412,500	-3.51%
1,929,011	1,436,464	2,077,922	1,530,535	-35.76%	BENEFITS	4,006,933	2,968,371	-34.99%	2,782,930	-43.98%
93,739	114,483	210,655	68,489	-207.57%	REGISTRY & CONTRACT	304,394	216,096	-40.86%	306,154	0.58%
8,473,883	7,740,391	8,685,960	8,198,450	-5.95%	TOTAL STAFFING EXPENSE	17,159,843	16,412,513	-4.55%	15,501,584	-10.70%
1,619,173	1,733,156	1,877,993	1,779,096	-5.56%	PROFESSIONAL FEES	3,497,166	3,381,957	-3.41%	3,295,240	-6.13%
1,718,203	1,555,753	1,148,872	1,606,539	28.49%	SUPPLIES	2,867,075	3,372,460	14.99%	3,267,027	12.24%
609,680	680,238	577,526	704,869	18.07%	PURCHASED SERVICES	1,187,206	1,329,186	10.68%	1,281,668	7.37%
655,351	617,305	484,503	640,470	24.35%	REPAIR & MAINTENANCE	1,139,854	1,379,376	17.36%	1,330,641	14.34%
382,604	309,566	382,604	375,587	-1.87%	DEPRECIATION & AMORT	765,208	751,234	-1.86%	619,122	-23.60%
282,436	286,130	261,938	312,455	16.17%	INSURANCE	544,374	584,440	6.86%	532,777	-2.18%
249,478	244,175	228,155	250,280	8.84%	HOSPITALIST PROGRAM	477,633	553,406	13.69%	539,907	11.53%
1,152,120	908,378	862,353	969,681	11.07%	OTHER	2,014,473	1,910,013	-5.47%	1,788,138	-12.66%
15,142,928	14,075,092	14,509,904	14,837,425	2.21%	TOTAL OPERATING EXPENSES	29,652,832	29,674,583	0.07%	28,156,105	-5.32%
25,172	-37,571	-47,660	546,693	108.72%	TOTAL OPERATING MARGIN	-22,488	609,425	-103.69%	268,930	108.36%
255,998	171,783	42,075	50,178	-16.15%	NON OPER REVENUE(EXPENSE)					
	1,362,695		0	0.00%	OTHER NON-OP REV (EXP)	298,073	100,356	197.02%	-937,260	-131.80%
369,000	117,632	235,838	225,987	4.36%	FEMA FUNDS	0	0	100.00%	2,078,448	0.00%
-51,144	-51,144	-49,748	-50,180	0.86%	DISTRICT TAX REVENUES	604,838	451,974	33.82%	235,264	157.09%
573,853	1,600,966	228,165	225,985	0.96%	INTEREST EXPENSE	-100,892	-100,360	-0.53%	-102,288	1.36%
599,025	1,563,395	180,505	772,678	76.64%	TOTAL NON-OP REV (EXPENSE)	802,018	451,970	77.45%	1,274,164	-37.06%
866.83	1,276.95	1,320.29	1,068.96	-23.51%	NET EXCESS / (DEFICIT)	779,530	1,061,396	26.56%	1,543,093	49.48%
764.12	1,137.05	1,181.83	1,057.98	-11.71%	TOTAL PAID FTE'S (Inc Reg & Cont.)	1,093.56	1,077.64	-1.48%	1,234.45	11.41%
5.32	14.68	11.59	6.93	-67.12%	TOTAL WORKED FTE'S	972.98	1,060.32	8.24%	1,093.46	11.02%
					TOTAL CONTRACT FTE'S	8.45	10.94	22.71%	17.27	51.04%

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

	<u>JUL 2026</u>	<u>AUG 2026</u>	<u>AUG 2025</u>
ASSETS			
CURRENT ASSETS			
CASH	\$16,207,325	-\$713,325	\$30,351,050
CASH - PEER ACCT	\$0	\$0	\$0
CASH - NORIDIAN AAP FUNDS	\$0	\$0	\$0
CASH - 3RD PRY REPAYMENTS	\$7,548,022	\$11,792,277	\$2,618,646
CDs - LAIF & CVB	\$72,198	\$72,198	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$102,932,789	\$99,701,078	\$107,216,421
LESS: ALLOWANCE FOR BAD DEBTS	-\$5,607,577	-\$5,693,647	-\$3,075,055
LESS: ALLOWANCE FOR CONTRACTUALS	-\$48,152,741	-\$47,699,182	-\$74,876,791
NET ACCTS RECEIVABLE	\$49,172,471	\$46,308,249	\$29,264,575
	47.77%	46.45%	27.29%
ACCOUNTS RECEIVABLE - OTHER	\$64,871,050	\$94,006,919	\$34,917,506
COST REPORT RECEIVABLES	\$0	\$0	\$59,499
INVENTORIES - SUPPLIES	\$2,617,658	\$2,682,052	\$3,280,604
PREPAID EXPENSES	\$2,922,240	\$2,635,476	\$2,559,632
TOTAL CURRENT ASSETS	\$143,410,964	\$156,783,846	\$103,117,756
OTHER ASSETS			
PROJECT FUND 2017 BONDS	\$870,290	\$584,082	\$621,749
BOND RESERVE FUND 2017 BONDS	\$968,373	\$968,421	\$968,373
LIMITED USE ASSETS	\$10,430	\$5,527	\$1,830
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	\$60,318,903	\$60,027,840	\$62,810,999
PROPERTY, PLANT AND EQUIPMENT			
LAND	\$6,883,276	\$6,883,276	\$6,240,526
BUILDINGS & IMPROVEMENTS	\$63,870,530	\$63,870,530	\$63,294,097
EQUIPMENT	\$69,660,657	\$69,671,918	\$67,563,427
CONSTRUCTION IN PROGRESS	\$6,987,450	\$6,987,450	\$380,993
LESS: ACCUMULATED DEPRECIATION	-\$108,129,618	-\$108,296,377	-\$104,000,914
NET PROPERTY, PLANT, AND EQUIPMENT	\$39,272,294	\$39,116,797	\$33,478,129
TOTAL ASSETS	\$243,002,161	\$255,928,483	\$199,406,884

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

	<u>JUL 2026</u>	<u>AUG 2026</u>	<u>AUG 2025</u>
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$3,541,056	\$16,398,006	\$3,898,391
ACCOUNTS PAYABLE - ACCRUALS	\$37,448,163	\$16,775,258	\$8,396,418
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$7,027,253	\$7,337,834	\$7,984,442
COST REPORT PAYABLES & RESERVES	\$7,548,022	\$11,792,277	\$2,618,646
NORIDIAN AAP FUNDS	\$0	\$0	\$0
CURR PORTION- GO BONDS PAYABLE	\$0	\$0	\$0
CURR PORTION- 2017 REVENUE BONDS PAYABLE	\$355,000	\$355,000	\$335,000
INTEREST PAYABLE- GO BONDS	\$1,917	\$1,917	\$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	\$542,146	\$260,061	\$268,125
OTHER - TAX ADVANCE IMPERIAL COUNTY	\$0	\$0	\$0
DEFERRED HHS CARES RELIEF FUNDS	\$0	\$0	\$0
CURR PORTION- LEASE LIABILITIES(GASB 87)	\$4,202,544	\$4,202,544	\$4,071,774
SKILLED NURSING OVER COLLECTIONS	\$4,437,436	\$4,653,757	\$2,895,574
CURR PORTION- SKILLED NURSING CTR ADVANCE	\$0	\$0	\$0
CURRENT PORTION OF LONG-TERM DEBT	\$6,204,850	\$6,222,222	\$1,037,037
TOTAL CURRENT LIABILITIES	\$71,308,388	\$67,998,876	\$31,507,324
LONG TERM DEBT AND OTHER LIABILITIES			
PMH RETIREMENT FUND - ACCRUAL	\$397,927	\$517,927	\$658,000
NOTES PAYABLE - EQUIPMENT PURCHASES	\$0	\$0	\$0
LOANS PAYABLE - DISTRESSED HOSP. LOAN	\$20,222,222	\$19,703,704	\$26,962,963
LOANS PAYABLE - CHFFA NDPH	\$0	\$0	\$0
BONDS PAYABLE G.O BONDS	\$0	\$0	\$0
BONDS PAYABLE 2017 SERIES	\$13,748,224	\$13,746,239	\$14,125,062
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	\$90,396,179	\$89,995,676	\$100,228,553
FUND BALANCE AND DONATED CAPITAL	\$80,698,569	\$97,154,398	\$66,127,914
NET SURPLUS (DEFICIT) CURRENT YEAR	\$599,025	\$779,532	\$1,543,095
TOTAL FUND BALANCE	\$81,297,594	\$97,933,930	\$67,671,009
TOTAL LIABILITIES AND FUND BALANCE	\$243,002,161	\$255,928,482	\$199,406,886

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
	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	
ADJ PATIENT DAYS	4,407	3,843	3,835	4,616	5,099	5,048	5,454	4,636	4,369	4,640	4,409	5,158	55,416
INPATIENT DAYS	1,651	1,435	1,472	1,766	1,849	1,862	1,862	1,638	1,526	1,629	1,471	1,801	19,962
IP ADMISSIONS	518	486	519	591	544	535	535	515	520	529	542	572	6,406
IP AVERAGE DAILY CENSUS	55	48	49	57	60	67	60	55	49	54	47	58	659
GROSS PATIENT REVENUES													
INPATIENT REVENUE	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	16,350,665	200,969,760
OUTPATIENT ANCILLARY	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	30,476,161	356,941,985
TOTAL PATIENT REVENUES	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	46,826,826	557,911,746
REVENUE DEDUCTIONS													
MEDICARE CONTRACTUAL	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	13,396,140	139,455,397
MEDICAL CONTRACTUAL	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	13,333,522	171,198,843
SUPPLEMENTAL PAYMENTS	-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	-2,199,070	-20,884,138
PRIOR YEAR RECOVERIES	0	-243,579	0	0	0	0	0	0	0	0	0	0	-243,579
OTHER DEDUCTIONS	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	6,514,778	84,062,678
CHARITY WRITE OFFS	1,375,831	390,992	0	0	0	0	0	0	0	0	0	0	1,967,953
BAD DEBT PROVISION	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	1,497,474	11,670,526
INDIGENT CARE WRITE OFFS	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-50,004
TOTAL REVENUE DEDUCTIONS	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	32,739,806	387,177,676
NET PATIENT REVENUES	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	14,087,020	170,734,070
	69.05%	71.38%	69.01%	69.11%	69.58%	69.05%	68.97%	69.53%	68.98%	68.99%	69.01%	69.92%	69.40%
OTHER OPERATING REVENUE													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	332,393	393,777	515,309	375,224	5,675,918
TOTAL OTHER REVENUE	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	332,393	393,777	515,309	375,224	5,675,918
TOTAL OPERATING REVENUE	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	14,462,244	176,409,988
OPERATING EXPENSES													
SALARIES AND WAGES	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	6,397,383	75,189,200
BENEFITS	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	2,077,922	21,318,239
REGISTRY & CONTRACT	157,463	183,055	183,990	184,189	205,392	232,175	170,968	137,443	117,438	57,901	93,739	210,655	1,934,408
TOTAL STAFFING EXPENSE	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	8,685,960	98,441,847
PROFESSIONAL FEES	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	1,877,993	19,364,137
SUPPLIES	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	1,148,872	19,310,901
PURCHASED SERVICES	693,069	730,849	728,043	675,807	644,794	593,279	557,492	572,716	584,447	421,919	609,680	577,526	7,389,620
REPAIR & MAINTENANCE	666,485	471,500	603,894	674,653	655,292	621,776	520,643	628,824	685,137	675,627	655,351	484,503	7,343,685
DEPRECIATION & AMORT	309,556	309,556	309,555	309,555	371,466	371,466	371,466	371,466	371,466	481,811	382,604	382,604	4,342,571
INSURANCE	292,266	273,371	326,217	223,636	207,264	227,964	217,145	227,251	221,936	221,937	282,436	261,938	2,983,361
HOSPITALIST PROGRAM	253,042	256,382	164,853	0	253,111	222,178	262,387	228,320	231,102	252,766	249,478	228,155	2,601,775
OTHER	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	862,353	11,100,653
TOTAL OPERATING EXPENSES	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	14,509,904	172,878,551
TOTAL OPERATING MARGIN	881,618	401,336	-298,488	579,083	1,419,915	412,649	703,994	369,393	-119,225	-796,350	25,172	-47,660	3,531,438
NON OPER REVENUE(EXPENSE)													
OTHER NON-OPS REVENUE	68,041	79,378	391,419	77,861	53,158	194,298	-61,970	66,411	44,734	55,108	255,998	42,075	1,266,511
DISTRICT TAX REVENUES	117,632	117,632	117,632	117,632	117,632	1,152,541	117,632	117,632	132,398	252,368	369,000	235,838	2,965,569
INTEREST EXPENSE	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-49,748	-612,332
TOTAL NON-OPS REVENUE(EXPENSE)	134,529	145,866	457,907	144,349	119,646	1,295,695	4,518	132,899	125,988	256,332	573,853	228,165	3,619,748
NET EXCESS / (DEFICIT)	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	180,505	7,151,186
TOTAL PAID FTE'S (Inc Reg & Cont.)	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	1,320.29	1,073.09
TOTAL WORKED FTE'S	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	1,181.83	929.06
TOTAL CONTRACT FTE'S	16.53	17.51	18.53	18.77	19.23	22.88	16.49	15.28	9.76	3.76	5.32	11.59	14.64
PAID FTE'S - HOSPITAL	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	1,173.27	957.56
WKD FTE'S - HOSPITAL	762.67	831.61	896.47	933.80	975.26	1,127.18	751.52	638.65	668.15	649.95	666.18	1,043.65	829.10

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

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

$$\text{DSCR} = \frac{\$12,106,092}{\$11,037,098} = \mathbf{1.10}$$

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:)

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

$$\text{DCOHR} = \frac{\$11,151,150}{\frac{\$168,535,977}{365}} = \mathbf{24.2}$$

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

3. Long-Term Debt to Capitalization Ratio

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

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

$$\text{L.T.D.-C.R.} = \frac{\$99,627,077}{\$197,561,028} = \mathbf{50.4}$$

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

2 Months 8/31/2026

	Current Month 8/31/2026	Year-To-Date 2 Month 8/31/2026
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	180,506	779,531
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	\$166,758	\$549,364
(Increase)/Decrease in Net Patient Accounts Receivable	\$2,864,222	\$1,472,486
(Increase)/Decrease in Other Receivables	(\$28,536,843)	(\$68,954,873)
(Increase)/Decrease in Inventories	(\$64,394)	\$1,027,543
(Increase)/Decrease in Pre-Paid Expenses	\$286,764	(\$424,627)
(Increase)/Decrease in Other Current Assets	\$0	(\$3,030,094)
Increase/(Decrease) in Accounts Payable	\$12,856,930	\$12,266,514
Increase/(Decrease) in Notes and Loans Payable	(\$20,672,905)	\$13,534,387
Increase/(Decrease) in Accrued Payroll and Benefits	\$310,581	\$902,298
Increase/(Decrease) in Accrued Expenses	\$0	\$0
Increase/(Decrease) in Patient Refunds Payable	\$0	\$0
Increase/(Decrease) in Third Party Advances/Liabilities	\$0	\$0
Increase/(Decrease) in Other Current Liabilities	\$3,979,541	\$11,725,996
Net Cash Provided by Operating Activities:	(28,628,840)	(\$30,151,475)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	(\$11,261)	(\$103,824)
(Increase)/Decrease in Limited Use Cash and Investments	\$4,903	\$7
(Increase)/Decrease in Other Limited Use Assets	\$286,160	\$850,244
(Increase)/Decrease in Other Assets	\$0	\$0
Net Cash Used by Investing Activities	\$279,802	\$746,427
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(\$1,985)	(\$358,971)
Increase/(Decrease) in Capital Lease Debt	(\$518,518)	(\$518,518)
Increase/(Decrease) in Other Long Term Liabilities	\$336,321	\$674,561
Net Cash Used for Financing Activities	(\$184,182)	(\$202,928)
(INCREASE)/DECREASE IN RESTRICTED ASSETS	\$15,856,825	\$15,856,825
Net Increase/(Decrease) in Cash	(\$12,676,395)	(\$13,751,151)
Cash, Beginning of Period	\$23,827,545	\$24,902,301
Cash, End of Period	\$11,151,150	\$11,151,150



Key Operating Indicators August 2026

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
Volumes						
Admits	572	533	500	1,114	1,066	1,055
ICU	77	99	110	217	198	186
Med/Surgical	1,202	1,095	894	2,176	2,190	1,964
Newborn ICU	119	97	90	160	194	235
Pediatrics	26	63	50	50	126	107
Obstetrics	377	304	314	669	608	650
Total Patient Days	1,801	1,658	1,458	3,272	3,316	3,142
Adjusted Patient Days	5,158	4,598	4,044	9,585	9,174	8,692
Average Daily Census	58	53	47	53	53	51
Average Length of Stay	2.34	2.65	2.06	3.66	2.63	2.17
Deliveries	171	98	167	315	196	318
E/R Visits	3,546	3,734	3,346	6,977	7,468	6,643
Surgeries	306	240	258	584	480	519
GI Scopes - ASC	0	35	71	151	70	246
Wound Care	270	101	281	565	202	578
Pioneers Health Center	2,134	2,503	2,539	4,303	5,006	5,193
Calexico Visits	906	982	961	1,844	1,964	2,085
Pioneers Children	535	695	734	995	1,390	1,394
Outpatients (non-ER/Clinics)	6,702	8,265	6,085	13,363	16,530	12,633
Surgical Health	25	58	44	56	116	119
Urology	159	254	257	410	508	610
WHAP	291	336	373	623	672	751
C-WHAP	10	507	657	249	1,014	1,395
CDLD	63	166	89	195	332	224
Skilled Nursing	2,100	0	2,177	4,299	2,155	4,416
FTE's						
Worked	1,181.83	1,057.98	1,137.05	764.12	1,062.66	756.67
Paid	1,320.29	1,068.96	1,276.95	866.83	1,086.32	851.38
Contract FTE's	11.59	6.93	14.68	5.32	14.94	19.86
FTE's APD (Worked)	7.10	7.13	8.72	4.94	7.18	5.40
FTE's APD (Paid)	7.94	7.21	9.79	5.61	7.34	6.07
Net Income						
Operating Revenues	14,462,244	15,384,118	14,037,521	29,630,344	\$30,284,009	28,425,036
Operating Margin	(47,660)	546,693	(37,571)	(22,489)	\$609,426	268,931
Operating Margin %	-0.3%	3.6%	-0.3%	-0.1%	2.0%	0.9%
Total Margin	180,505	772,678	1,563,395	779,529	\$1,061,396	1,543,095
Total Margin %	1.2%	5.0%	11.1%	2.6%	3.5%	5.4%

Exhibit A - August 2026

		Key Volume Stats -Trend Analysis													
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
Deliveries															
	Actual	144	171	0	0	0	0	0	0	0	0	0	0	315	315
	Budget	98	98	98	98	98	98	98	98	98	98	98	98	1,176	196
	Prior FY 2026	151	167	153	167	139	172	159	137	162	141	146	140	2,201	318
E/R Visits															
	Actual	3,431	3,546	0	0	0	0	0	0	0	0	0	0	6,977	6,977
	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	7,468
	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	6,643
Surgeries															
	Total Actual	278	306	0	0	0	0	0	0	0	0	0	0	584	584
	Total Budget	240	240	240	240	240	240	240	240	240	240	240	240	2,880	480
	Prior FY 2026	261	258	236	222	189	186	197	211	271	288	254	312	3,510	519
Calexico															
	Actual	938	906	0	0	0	0	0	0	0	0	0	0	1,844	1,844
	Budget	982	982	982	982	982	982	982	982	982	982	982	982	11,784	1,964
	Prior FY 2026	1,124	961	1,002	914	900	958	974	986	1,021	1,033	919	1,053	11,845	2,085
Pioneers Health Center															
	Actual	2,169	2,134	0	0	0	0	0	0	0	0	0	0	4,303	4,303
	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	5,006
	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	5,193
Pioneers Children															
	Actual	460	535	0	0	0	0	0	0	0	0	0	0	995	995
	Budget	695	695	695	695	695	695	695	695	695	695	695	695	8,340	1,390
	Prior FY 2026	660	734	766	622	573	673	754	748	722	741	629	649	8,271	1,394
Outpatients															
	Actual	6,661	6,702	0	0	0	0	0	0	0	0	0	0	13,363	13,363
	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	16,530
	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	12,633
Wound Care															
	Actual	295	270	0	0	0	0	0	0	0	0	0	0	565	565
	Budget	101	101	101	101	101	101	101	101	101	101	101	101	1,212	202
	Prior FY 2025	297	281	272	323	237	272	280	303	325	281	235	282	3,388	578
WHAP															
	Actual	332	291	0	0	0	0	0	0	0	0	0	0	623	623
	Budget	336	336	336	336	336	336	336	336	336	336	336	336	4,032	672
	Prior FY 2026	378	373	383	324	276	327	321	281	357	369	356	375	4,120	751
C-WHAP															
	Actual	239	10	0	0	0	0	0	0	0	0	0	0	249	249
	Budget	507	507	507	507	507	507	507	507	507	507	507	507	6,084	1,014
	Prior FY 2026	738	657	651	424	403	414	362	383	529	539	449	609	6,158	1,395

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

ECRMC	IVHD	CONSOL.	ECRMC	IVHD	CONSOL.	ECRMC	IVHD	CONSOL.	ECRMC	IVHD	CONSOL.
LAST YEAR	LAST YEAR	LAST YEAR	THIS MONTH	THIS MONTH	THIS MONTH	FYTD	FYTD	FYTD	FYTD	FYTD	FYTD
ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR
AUG	AUG	AUG	AUG	AUG	AUG	AUG	AUG	AUG	AUG	AUG	AUG
GROSS PATIENT REVENUES						GROSS PATIENT REVENUES					
14,629,847	15,807,716	30,437,563	14,645,106	16,350,665	30,995,771	28,832,125	32,126,509	60,958,635	32,384,254	32,214,890	64,599,144
42,450,634	28,033,507	70,484,141	42,548,245	30,476,161	73,024,406	86,649,380	61,982,768	148,632,148	88,847,923	56,906,329	145,754,252
57,080,481	43,841,223	100,921,704	57,193,351	46,826,826	104,020,177	115,481,505	94,109,277	209,590,782	121,232,177	89,121,219	210,353,396
REVENUE DEDUCTIONS						REVENUE DEDUCTIONS					
20,415,560	12,363,658	32,779,218	16,111,405	13,396,140	29,507,545	32,400,244	27,788,469	60,188,713	42,155,026	23,278,580	65,433,605
1,464,247	12,783,150	14,247,396	1,801,590	13,333,522	15,135,112	4,692,607	25,637,211	30,329,817	4,368,496	26,671,083	31,039,579
-2,639,815	-1,481,965	-4,121,780	-1,733,277	-2,199,070	-3,932,347	-3,927,175	-3,625,585	-7,552,760	-5,114,065	-2,804,461	-7,918,526
0	0	0	0	0	0	0	0	0	0	0	0
24,298,796	5,467,731	29,766,527	27,463,415	6,514,778	33,978,192	54,576,211	12,888,030	67,464,241	49,698,860	12,343,996	62,042,857
56,095	6,207	62,302	15,391	201,130	216,521	111,712	201,130	312,842	220,708	9,133	229,841
637,285	1,093,400	1,730,685	706,576	1,497,474	2,204,050	708,869	2,488,546	3,197,414	1,274,252	1,965,585	3,239,837
0	-4,167	-4,167	925	-4,167	-3,242	871	-8,334	-7,463	0	-4,167	-4,167
44,232,168	30,228,014	74,460,182	44,366,025	32,739,806	77,105,831	88,563,338	65,369,466	153,932,804	92,603,277	61,459,749	154,063,026
12,848,313	13,613,209	26,461,522	12,827,326	14,087,020	26,914,346	26,918,167	28,739,811	55,657,978	28,628,900	27,661,470	56,290,370
77.5%	68.9%		77.6%	69.9%		76.7%	69.5%		76.4%	69.0%	
0	0	0	0	0	0	0	0	0	0	0	0
471,340	424,312	895,652	214,165	375,224	589,389	430,024	890,533	1,320,557	561,025	763,565	1,324,590
471,340	424,312	895,652	214,165	375,224	589,389	430,024	890,533	1,320,557	561,025	763,565	1,324,590
13,319,653	14,037,521	27,357,174	13,041,491	14,462,244	27,503,735	27,348,191	29,630,344	56,978,535	29,189,925	28,425,035	57,614,960
OPERATING EXPENSES						OPERATING EXPENSES					
5,068,109	6,189,444	11,257,553	5,378,681	6,397,383	11,776,064	10,844,284	12,848,516	23,692,800	10,106,486	12,412,500	22,518,986
1,616,132	1,436,464	3,052,596	1,106,903	2,077,922	3,184,825	3,170,402	4,006,933	7,177,336	3,249,233	2,782,930	6,032,163
129,148	114,483	243,631	34,627	210,655	245,282	34,177	304,394	338,571	242,041	306,154	548,195
6,813,389	7,740,391	14,553,780	6,520,211	8,685,960	15,206,171	14,048,864	17,159,843	31,208,707	13,597,760	15,501,584	29,099,344
1,298,123	1,733,156	3,031,279	1,034,725	1,877,993	2,912,718	2,449,431	3,497,166	5,946,597	2,489,164	3,295,240	5,784,404
2,599,122	1,555,753	4,154,875	2,509,629	1,148,872	3,658,501	5,173,881	2,867,075	8,040,955	5,452,503	3,267,027	8,719,530
421,663	680,238	1,101,901	181,287	577,526	758,813	318,616	1,187,206	1,505,823	692,603	1,281,668	1,974,271
620,361	617,305	1,237,666	234,662	484,503	719,165	495,063	1,139,854	1,634,917	1,254,800	1,330,641	2,585,441
570,465	309,566	880,031	618,313	382,604	1,000,917	1,237,652	765,208	2,002,860	1,146,922	619,122	1,766,044
179,433	286,130	465,563	94,807	261,938	356,745	317,237	544,374	861,611	403,662	532,777	936,439
301,244	244,175	545,419	311,170	228,155	539,325	615,514	477,633	1,093,147	622,502	539,907	1,162,409
891,369	908,378	1,799,747	1,092,209	862,353	1,954,562	2,008,551	2,014,473	4,023,024	1,795,740	1,788,138	3,583,878
13,695,169	14,075,092	27,770,261	12,597,014	14,509,904	27,106,918	26,664,808	29,652,832	56,317,641	27,455,656	28,156,105	55,611,761
-375,516	-37,571	-413,087	444,477	-47,660	396,817	683,382	-22,488	660,894	1,734,269	268,930	2,003,199
33,742	171,783	205,525	0	42,075	42,075	0	298,073	298,073	210,914	-937,260	-726,346
0	1,362,695	1,362,695	0	0	0	0	0	0	0	2,078,448	2,078,448
0	117,632	117,632	0	235,838	235,838	0	604,838	604,838	0	235,264	235,264
586,478	-51,144	535,334	550,392	-49,748	500,644	-967,923	-100,892	-1,068,815	1,172,642	-102,288	1,070,354
-552,736	1,600,966	1,048,230	550,392	228,165	778,557	967,923	802,018	-165,905	-961,728	1,274,164	312,436
-928,252	1,563,395	635,143	-105,915	180,505	74,590	-284,541	779,530	494,989	772,541	1,543,093	2,315,634
938,829	1,924,105	2,862,934	1,509,494	612,857	2,122,351	878,595	1,645,630	2,524,226	4,521,842	2,264,504	6,786,346
NET EXCESS / (DEFICIT)						NET EXCESS / (DEFICIT)					
EBIDA						EBIDA					

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

	ECRMC JUL 2026	IVHD JUL 2026	CONSOL. JUL 2026	ECRMC AUG 2026	IVHD AUG 2026	CONSOL. AUG 2026	ECRMC AUG 2025	IVHD AUG 2025	CONSOL. AUG 2025
ASSETS									
CURRENT ASSETS									
CASH	\$6,776,854	\$16,207,325	\$22,984,179	\$2,748,502	\$11,078,952	\$13,827,454	\$3,256,786	\$30,351,050	\$33,607,836
CASH - 3RD PRTY REPAYMENTS	\$0	\$7,548,022	\$7,548,022	\$0	\$0	\$0	\$0	\$2,618,646	\$2,618,646
CDs - LAIF & CVB	\$0	\$72,198	\$72,198	\$0	\$72,198	\$72,198	\$0	\$66,244	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$22,508,621	\$102,932,789	\$125,441,410	\$26,961,216	\$99,701,078	\$126,662,294	\$31,852,440	\$107,216,421	\$139,068,861
LESS: ALLOWANCE FOR BAD DEBTS	\$0	-\$5,607,577	-\$5,607,577	\$0	-\$5,693,647	-\$5,693,647	\$0	-\$3,075,055	-\$3,075,055
LESS: ALLOWANCE FOR CONTRACTUALS	\$0	-\$48,152,741	-\$48,152,741	\$0	-\$47,699,182	-\$47,699,182	\$0	-\$74,876,791	-\$74,876,791
NET ACCTS RECEIVABLE	\$22,508,621	\$49,172,471	\$71,681,092	\$26,961,216	\$46,308,249	\$73,269,465	\$31,852,440	\$29,264,575	\$61,117,015
ACCOUNTS RECEIVABLE - OTHER	\$27,832,998	\$64,871,050	\$92,704,048	\$35,714,056	\$94,006,919	\$129,720,975	\$24,441,696	\$34,917,506	\$59,359,202
COST REPORT RECEIVABLES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,499	\$59,499
INVENTORIES - SUPPLIES	\$2,942,078	\$2,617,658	\$5,559,736	\$2,634,050	\$2,682,052	\$5,316,102	\$2,990,340	\$3,280,604	\$6,270,944
PREPAID EXPENSES	\$1,874,510	\$2,922,240	\$4,796,750	\$1,888,761	\$2,635,476	\$4,524,237	\$1,299,791	\$2,559,632	\$3,859,423
TOTAL CURRENT ASSETS	\$61,935,061	\$143,410,964	\$205,346,025	\$69,946,586	\$156,783,846	\$226,730,432	\$63,841,053	\$103,117,756	\$166,958,809
OTHER ASSETS									
PROJECT FUND 2017 BONDS	\$0	\$870,290	\$870,290	\$0	\$584,082	\$584,082	\$0	\$621,749	\$621,749
BOND RESERVE FUND 2017 BONDS	\$0	\$968,373	\$968,373	\$0	\$968,421	\$968,421	\$0	\$968,373	\$968,373
FUNDS HELD FOR BOND DEBT SERVICE	\$10,443,296	\$10,430	\$10,453,726	\$11,135,628	\$5,527	\$11,141,155	\$10,876,140	\$1,830	\$10,877,970
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	\$847,588	\$420,000	\$1,267,588
TOTAL OTHER ASSETS	\$11,090,534	\$60,318,903	\$71,409,437	\$11,782,866	\$60,027,840	\$71,810,706	\$11,723,728	\$62,810,999	\$74,534,727
PROPERTY, PLANT AND EQUIPMENT									
LAND	\$1,773,456	\$6,883,276	\$8,656,732	\$1,773,456	\$6,883,276	\$8,656,732	\$1,806,669	\$6,240,526	\$8,047,195
BUILDINGS & IMPROVEMENTS	\$205,211,091	\$63,870,530	\$269,081,621	\$205,212,970	\$63,870,530	\$269,083,500	\$209,054,235	\$63,294,097	\$272,348,332
EQUIPMENT	\$91,956,650	\$69,660,657	\$161,617,307	\$92,270,825	\$69,671,918	\$161,942,743	\$93,678,792	\$67,563,427	\$161,242,219
CONSTRUCTION IN PROGRESS	\$3,301,374	\$6,987,450	\$10,288,824	\$3,337,898	\$6,987,450	\$10,325,348	\$3,363,201	\$380,993	\$3,744,194
LESS: ACCUMULATED DEPRECIATION	-\$147,107,347	-\$108,129,618	-\$255,236,965	-\$147,734,871	-\$108,296,377	-\$256,031,248	-\$149,862,338	-\$104,000,914	-\$253,863,252
NET PROPERTY, PLANT, AND EQUIPMENT	\$155,135,224	\$39,272,294	\$194,407,518	\$154,860,278	\$39,116,797	\$193,977,075	\$158,040,559	\$33,478,129	\$191,518,688
TOTAL ASSETS	\$228,160,819	\$243,002,161	\$471,162,980	\$236,589,731	\$255,928,483	\$492,518,214	\$233,605,340	\$199,406,884	\$433,012,224
LIABILITIES AND FUND BALANCES									
CURRENT LIABILITIES									
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$0	\$3,541,056	\$3,541,056	\$0	\$16,398,006	\$16,398,006	\$0	\$3,898,391	\$3,898,391
ACCOUNTS PAYABLE - ACCRUALS	\$25,168,738	\$37,448,163	\$62,616,901	\$27,283,577	\$16,775,258	\$44,058,835	\$24,795,690	\$8,396,418	\$33,192,108
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$10,292,458	\$7,027,253	\$17,319,711	\$10,734,921	\$7,337,834	\$18,072,755	\$9,218,419	\$7,984,442	\$17,202,861
COST REPORT PAYABLES & RESERVES	\$0	\$7,548,022	\$7,548,022	\$0	\$11,792,277	\$11,792,277	\$0	\$2,618,646	\$2,618,646
CURR PORTION- 2017 REVENUE BONDS PAYABLE	\$0	\$355,000	\$355,000	\$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	\$542,146	\$542,146	\$0	\$260,061	\$260,061	\$0	\$268,125	\$268,125
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	\$4,437,436	\$4,437,436	\$0	\$4,653,757	\$4,653,757	\$0	\$2,895,574	\$2,895,574
CURRENT PORTION OF LONG-TERM DEBT	\$0	\$6,204,850	\$6,204,850	\$0	\$6,222,222	\$6,222,222	\$26,962,422	\$1,037,037	\$27,999,459
TOTAL CURRENT LIABILITIES	\$35,461,196	\$71,308,388	\$106,769,584	\$38,018,497	\$67,998,876	\$106,017,373	\$63,290,007	\$31,507,324	\$94,797,331
LONG TERM DEBT AND OTHER LIABILITIES									
PMH RETIREMENT FUND - ACCRUAL	\$0	\$397,927	\$397,927	\$0	\$517,927	\$517,927	\$0	\$658,000	\$658,000
LOANS PAYABLE - DISTRESSED HOSP. LOAN	\$0	\$0	\$0	\$0	\$19,703,704	\$19,703,704	\$0	\$26,962,961	\$26,962,961
BONDS PAYABLE 2017 SERIES	\$111,934,529	\$13,748,224	\$125,682,753	\$111,859,077	\$13,746,239	\$125,605,316	\$111,518,470	\$14,125,062	\$125,643,532
LONG TERM LEASE LIABILITIES (GASB 87)	\$3,444,718	\$55,752,368	\$59,197,086	\$4,253,780	\$55,752,368	\$60,006,148	\$4,949,963	\$58,207,090	\$63,157,053
PENSION LIABILITY	\$59,045,234	\$0	\$59,045,234	\$63,491,938	\$0	\$63,491,938	\$54,861,217	\$0	\$54,861,217
DEFERRED PROPERTY TAX REVENUE	\$0	\$275,438	\$275,438	\$0	\$275,438	\$275,438	\$0	\$275,438	\$275,438
TOTAL LONG TERM DEBT	\$174,424,481	\$90,396,180	\$264,820,661	\$179,604,795	\$89,995,676	\$269,600,471	\$171,329,650	\$100,228,551	\$271,558,201
FUND BALANCE AND DONATED CAPITAL	\$18,453,767	\$80,698,569	\$99,152,335	\$19,250,979	\$97,154,398	\$116,405,377	-\$729,776	\$66,127,914	\$65,398,138
NET SURPLUS (DEFICIT) CURRENT YEAR	-\$178,626	\$599,025	\$420,399	-\$284,541	\$779,532	\$494,991	-\$284,541	\$1,543,095	\$1,258,554
TOTAL FUND BALANCE	\$18,275,141	\$81,297,594	\$99,572,735	\$18,966,438	\$97,933,930	\$116,900,368	-\$1,014,317	\$67,671,009	\$66,656,692
TOTAL LIABILITIES AND FUND BALANCE	\$228,160,818	\$243,002,161	\$471,162,979	\$236,589,731	\$255,928,482	\$492,518,213	\$233,605,340	\$199,406,884	\$433,012,224

IMPERIAL VALLEY HEALTHCARE DISTRICT
2 Months 8/31/2026

	ECRMC Current Month 8/31/2026	IVHD Current Month 8/31/2026	CONSOL. Current Month 8/31/2026	ECRMC Year-To-Date 2 Month 8/31/2026	IVHD Year-To-Date 2 Month 8/31/2026	CONSOL. Year-To-Date 2 Months 8/31/2026
CASH FLOWS FROM OPERATING ACTIVITIES:						
Net Income (Loss)	(105,915)	180,506	74,591	(284,541)	779,531	494,990
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:						
Depreciation	\$627,523	\$166,758	\$794,281	\$1,256,073	\$549,364	\$1,805,437
(Increase)/Decrease in Net Patient Accounts Receivable	(\$4,452,596)	\$2,864,222	(\$1,588,374)	(\$5,642,241)	\$1,472,486	(\$4,169,755)
(Increase)/Decrease in Other Receivables	(\$7,881,058)	(\$28,536,843)	(\$36,417,901)	(\$5,323,469)	(\$68,954,873)	(\$74,278,342)
(Increase)/Decrease in Inventories	\$308,027	(\$64,394)	\$243,633	\$317,521	\$1,027,543	\$1,345,064
(Increase)/Decrease in Pre-Paid Expenses	(\$14,251)	\$286,764	\$272,513	(\$433,576)	(\$424,627)	(\$858,203)
(Increase)/Decrease in Other Current Assets	\$0	\$0	\$0	\$0	(\$3,030,094)	(\$3,030,094)
Increase/(Decrease) in Accounts Payable	\$0	\$12,856,930	\$12,856,930	\$0	\$12,266,514	\$12,266,514
Increase/(Decrease) in Notes and Loans Payable	\$2,114,839	(\$20,672,905)	(\$18,558,066)	(\$2,146,042)	\$13,534,387	\$11,388,345
Increase/(Decrease) in Accrued Payroll and Benefits	\$263,836	\$310,581	\$574,417	(\$978,116)	\$902,298	(\$75,818)
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	\$3,979,541	\$3,979,541	\$0	\$11,725,996	\$11,725,996
Net Cash Provided by Operating Activities:	(9,139,594)	(28,628,840)	(37,768,434)	(\$13,234,393)	(\$30,151,475)	(43,385,868)
CASH FLOWS FROM INVESTING ACTIVITIES:						
Purchase of property, plant and equipment	(\$352,577)	(\$11,261)	(\$363,838)	(\$418,544)	(\$103,824)	(\$522,368)
(Increase)/Decrease in Limited Use Cash and Investments	(\$692,333)	\$4,903	(\$687,430)	\$3,252,221	\$7	\$3,252,228
(Increase)/Decrease in Other Limited Use Assets	\$809,062	\$286,160	\$1,095,222	\$674,836	\$850,244	\$1,525,080
(Increase)/Decrease in Other Assets	\$0	\$0	\$0	\$0	\$0	\$0
Net Cash Used by Investing Activities	(\$235,848)	\$279,802	\$43,954	\$3,508,512	\$746,427	\$4,254,939
CASH FLOWS FROM FINANCING ACTIVITIES:						
Increase/(Decrease) in Bond/Mortgage Debt	(\$75,453)	(\$1,985)	(\$77,438)	(\$171,719)	(\$358,971)	(\$530,690)
Increase/(Decrease) in Capital Lease Debt	\$0	(\$518,518)	(\$518,518)	\$0	(\$518,518)	(\$518,518)
Increase/(Decrease) in Other Long Term Liabilities	\$4,446,704	\$336,321	\$4,783,025	\$4,893,408	\$674,561	\$5,567,969
Net Cash Used for Financing Activities	\$4,371,252	(\$184,182)	\$4,187,070	\$4,721,690	(\$202,928)	\$4,518,762
(INCREASE)/DECREASE IN RESTRICTED ASSETS	\$975,839	\$15,856,825	\$16,832,664	\$975,839	\$15,856,825	\$16,832,664
Net Increase/(Decrease) in Cash	(\$4,028,352)	(\$12,676,395)	(\$16,704,747)	(\$4,028,353)	(\$13,751,151)	(\$17,779,504)
Cash, Beginning of Period	\$6,776,854	\$23,827,545	\$30,604,399	\$6,776,854	\$24,902,301	\$31,679,155
Cash, End of Period	\$2,748,502	\$11,151,150	\$13,899,652	\$2,748,502	\$11,151,150	\$13,899,652



DATE: September 16, 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 **October 1, 2026**, for the following:

- Choe, Jessica, MD Tele-Neurology
- Duda, Julian, MD Tele-Neurology
- Gadiant, Paul, MD Tele-Neurology
- Garcia, Ulysses, DO Emergency Medicine
- Hudson, Kristen, MD Tele-Neurology
- Johnson, Nicole, MD Tele-Neurology
- Lee, Mimi, MD Tele-Neurology
- Ogami, Kyle, MD Tele-Neurology
- Prabhu, Divya, MD Tele-Neurology
- Rizvi, Jr., Adam, MD Tele-Neurology
- Tung, Christie, MD Tele-Neurology
- Tran, My, MD Internal Medicine
- Wallace, Sarah, MD Anesthesiology
- Montes, Virginia, FNP Family Nurse Practitioner

2. Recommend **Reappointment** effective November 1, 2026, for the following:

- Azimi, Hassan, MD Orthopedic Surgery (Affiliate)
- Boynton, Heather, MD Emergency Medicine
- Kuraitis, Kestutis, MD OB/GYN, Robotic Assisted Surgery
- Stein, Nicholas, DO Internal Medicine
- Aviles – Garcia, Francisco, FNP Family Nurse Practitioner
- Cox-Alarcon, Aubrey, PA Physician Assistant
- Hall, Michael, CRNA Nurse Anesthetist

3. Recommend acceptance of Resignation for the following:

- Gocke, Stephen, MD OB/GYN (Effective 9/1/2026)

4. Recommend **Release from Proctoring:**

- Murray, Nathan, MD Emergency Medicine

5. Recommend **Release from Proctoring and Advancement:**

- Cajas-Monson, Luis, MD Vascular Surgery

6. Recommend Acceptance of OPPE as follows:

- Clinical Service of Medicine
- Clinical Service of OB/GYN

7. Recommend acceptance of the following policies/forms:

- Antibioqram (CLN-03000)
- Arthroqram X-Ray (CLN-00500)
- Blood Utilization Review and Transfusion Audit (TRM-047)

- Emergency Department Triage and Patient Classification (CLN-01902)
- ***Fall Prevention Program (CLN-01014)***
- High Level Disinfection (HLD) of Ultrasound Probes Using Trophon 3 (CLN-00898)
- Intravenous to Oral Medication Interchange (CLN-02801)
- Managing Emergency Department Excess Volume (CLN-01927)
- MRI Accident and Injury Prevention (CLN-00742)
- ***Pepper Gas Use by Security Officers (EOC-00020)***
- ***Physician Suspension for Non-Completion of Medical Records (DPS-00318)***
- ***Professional Practice Evaluation (MSD-00105)***
- ***Radiology Peer Review (CLN-00894)***
- Recommended Protocol for Managing Patients with Known/Unknown Allergies to Iodinated Radiographic Contrast Media (CLN-00500)
- ***Restraints, Use by Security (CLN-01485)***
- Temporary Transfer for Imaging (CLN-00362)
- Ultrasound Probe Cleaning (CLN-00895) High Level Disinfection of Ultrasound Probes and Accessories
- ***Use of Force (EOC-00019)***

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. Interviews for the CFO position are ongoing, there are good candidates that have been presented and additional panel interviews will be set up for the top contenders.
9. Education was provided for Measure N. The Financial report was not available.
10. Ms. Bojorquez reported that new nurses are ready to join the ED and additional nurses are beginning their orientation process. Additionally, an AHCCCS Case Manager is in training and will be available to assist the ED soon. TeleNeurology providers (15 of 17) are complete, working on the equipment needs at this time.
11. The merger should be completed by October 14, 2026.
12. A Breast Cancer Awareness event will be held October 23rd, everyone is invited to attend.
13. PMH Foundation Gala will be held on the evening of October 15, 2026.
14. Clinical Service and Committee Reports:
 - Hospitalists – Dr. Papp noted issues with medication alerts.
 - Medicine – Dr. Krutzik had nothing to report.
 - Pathology – There was no meeting
 - Emergency Medicine – Dr. Nelson indicated that they are having some staffing issues but are hoping to add some new graduates to the roster.
 - Surgery– Dr. Whyte reported no meeting for Surgery.
 - Anesthesia - Dr. Larra had nothing to report.
 - OB/GYN – Dr. Bean reported no meeting, no update.
 - Pediatrics – Dr. Alshareef stated that there is a new pediatrician joining the On-call schedule, Dr. Grinage.
 - Medical Imaging – Dr. Rapp reported that there was approval from the Foundation for updates in the department.
 - Ambulatory Services – Ms. Zamora stated that they will have a physician meeting the week of October 14th.
 - Credentials & Bylaws - As noted above.
 - Utilization Management – No meeting, 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.	Fall Prevention Program	CLN-01014	• 1-7	- Major revisions - Changed authors - Added post fall huddles - Added falls that result in death will be reported to CDPH. - Added sections 3.7 through 3.11 to reflect changes to processes related to implementation of CernerWorks (EMR system) - Deleted section 5.2.5.2. - Added section 5.2.4.4, 5.2.5.5, 5.2.1.1.5 - Added attachment A - Edited 5.2.1.2.5 - Added 5.2.1.1.5
2.	Pepper Gas Use by Security Officers	EOC-00020	• 8-9	- Initial policy creation. - No prior revisions.
3.	Physician Suspension for Non-completion of Medical Records	DPS-00318	• 10-15	Policy was revised for clarity and conciseness
4.	Professional Practice Evaluation	MSD-00105	• 16-21	Complete re-write of policy
5.	Radiology Peer Review	CLN-00894	• 22-26	- Author changed - Additional information updated - Removed attachment: Attachment A – RADPEER Scoring White Paper American College of Radiology
6.	Restraints, Use by Security	OR-00500	• 27-29	New policy established to provide guidance for the use of handcuffs and restraints by Imperial Valley HealthCare District Security Officers.
7.	Use of Force	EOC-00019	• 30-31	New Policy

Imperial Valley Healthcare District

Title: Fall Prevention Program		Policy No. CLN-01014
		Page 1 of 5
Current Author: Carol Bojorquez/Gerardo Ibarra		Effective: 2/4/2002
Latest Review/Revision Date: 3/2026		Manual: Clinical / Nursing Policies

Collaborating Departments: Nursing Units, Dr Pap		Keywords:		
Approval Route: List all required approval				
MARCC x	PSQC	Other:		
Clinical Service of Medicine 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 ensure safety and prevent harm to our patients by following research-based guidelines for nursing care to prevent patient falls.

2.0 Scope: Hospital wide

3.0 Policy:

- 3.1 All patients will be assessed for fall risk upon admission, at the start of each shift, with any change in status, transfer or discharge.
- 3.2 Post operative patients are considered high risk for 24 hours.
- 3.3 The Morse Fall Scale is used to classify patients as:
 - 3.3.1 No Risk.
 - 3.3.2 Low Risk.
 - 3.3.3 High Risk.
- 3.3 Patient and families will receive education about fall prevention and be encouraged to be actively involved in the process and are given education regarding the Fall Prevention Program and specific strategies
- 3.4 Fall Prevention interventions are based on the patient's Morse Fall Scale score.
 - 3.4.1 No/Low Risk: Standard Fall prevention interventions.
 - 3.4.2 High Risk: Fall prevention interventions.
- 3.5 Nurses must document environmental safety measures, which may include depending on Morse Fall Scale score:
 - 3.5.1 Placing and verifying bed is in a low position.
 - 3.5.2 Proper lighting.
 - 3.5.3 Ensuring nursing call device is within reach, verifying patient is able to demonstrate how to use it.
 - 3.5.4 Patient is provided with Non-Slip footwear.
 - 3.5.5 Ensuring wheels are locked.
 - 3.5.6 Ensuring side rails are up.
 - 3.5.6.1 Note: More than 3 side rails up is considered a restraint.
 - 3.5.7 Fall precaution alarm is activated.
 - 3.5.8 Personal Safety Attendant "Sitter"
 - 3.5.9 Ensuring room is free of clutter.
 - 3.5.10 Ensuring all personal items are within reach.

Imperial Valley Healthcare District

Title: Fall Prevention Program		Policy No. CLN-01014
		Page 2 of 5
Current Author: Carol Bojorquez/Gerardo Ibarra		Effective: 2/4/2002
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- 3.6 If patient and/or family declines fall precautions, document the refusal and confirm education has been provided.
- 3.7 A Fall prevention team will be established and will meet at least quarterly to:
 - 3.7.1 Review fall data and compliance
 - 3.7.2 Evaluate Current strategies and staff education
 - 3.7.3 Assess the Fall Prevention Policy for relevance and effectiveness.

4.0 Definitions:

- 4.1 Morse Fall Scale — Evidence Based Tool to assess risk for fall. It includes the following factors:
 - 4.1.1 History of falling; (last 3 months)
 - No = 0
 - Yes = 25
 - 4.1.2 Multiple Diagnosis
 - No = 0
 - Yes = 15
 - 4.1.3 Use of ambulatory aids
 - No, bed rest, staff assisted = 0
 - Crutches, cane, walker = 15
 - Clutches furniture when walks = 30
 - 4.1.4 IV/Heparin Lock presence (any intravenous line)
 - No = 0
 - Yes = 20
 - 4.1.5 Gait/Transferring ability
 - Normal, bed rest, immobile = 0
 - Weak = 10
 - Impaired = 20
 - 4.1.6 Mental status
 - Oriented to own ability = 0
 - Forgets limitations = 15
 - 4.1.7 0-24 No Risk – No action needed
 - 4.1.8 25-50 Low risk – See Standard Fall Prevention Interventions
 - 4.1.9 = 51 High risk – See High Risk Fall Prevention Interventions

5.0 Procedure:

- 5.1 Standard Fall Prevention Interventions
 - 5.1.1 Nursing Staff
 - 5.1.1.1 Assess fall risk upon admission, per shift, change in condition, transfer or discharge.
 - 5.1.1.2 Assign bed to allow easier access to the patient's stronger side whenever possible.
 - 5.1.1.3 Assess coordination and balance before assisting with transfers and activities.
 - 5.1.1.4 Implement bowel and bladder programs to decrease incontinence.
 - 5.1.1.5 Use treaded socks for all patients.

Imperial Valley Healthcare District

Title: Fall Prevention Program		Policy No. CLN-01014
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- 5.1.2 All Staff
 - 5.1.2.1 Approach patients from their unaffected side to enhance participation in care.
 - 5.1.2.2 Transfer patient towards stronger side.
- 5.1.3 Education:
 - 5.1.3.1 Engage patient and family in Fall Prevention strategies.
 - 5.1.3.2 Instruct the patient on assisted devices, grab bars, and safe medication that affect mobility. patient in all activities prior to initiating assistive devices.
 - 5.1.3.2.1 Advise patients on calling for help before moving if on medications that affect mobility.
- 5.1.4 Equipment:
 - 5.1.4.1 Lock all movable equipment before transfer.
 - 5.1.4.2 Keep bed in low position with call light in reach.
 - 5.1.4.3 Customize equipment as needed.
- 5.1.5 Environment:
 - 5.1.5.1 Provide physically safe environment (eliminate spills, clutter, electrical cords, and unnecessary equipment).
 - 5.1.5.2 Provide adequate lighting.
- 5.2 High Risk Fall Prevention Interventions
 - 5.2.1 Nursing staff should implement the following actions for patients at high risk of falls:
 - 5.2.1.1 Nursing Staff
 - 5.2.1.1.1 Place a bright yellow armband on the patient to indicate fall risk.
 - 5.2.1.1.2 Place a "Fall Risk" sign in patient room.
 - 5.2.1.1.3 Perform frequent rounds and offer assistance with elimination needs.
 - 5.2.1.1.4 Assess the need for a sitter and consult the physician if necessary.
 - 5.2.1.1.5 ADL functional assessment should be done every shift by licensed nurses or by licensed physical therapists for every treatment.
 - 5.2.1.2 Equipment recommendations:
 - 5.2.1.2.1 Consider utilizing the following fall prevention technologies and equipment as appropriate:
 - 5.2.1.2.2 Non-skid floor mats
 - 5.2.1.2.3 Raised edge mattresses
 - 5.2.1.2.4 Bed alarms
 - 5.2.1.2.5 Refer to policy HRD-00064 Healthcare Worker Back and Musculoskeletal Injury Prevention Plan for detailed specifications on lift and transfer equipment.
 - 5.2.1.3 Environment Safety:
 - 5.2.1.3.1 Ensure the patient's environment is free of hazard that may contribute to a fall risk. This includes:

Imperial Valley Healthcare District

Title: Fall Prevention Program		Policy No. CLN-01014
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Current Author: Carol Bojorquez/Gerardo Ibarra		Effective: 2/4/2002
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- 5.2.1.3.1.1 Removing clutter and obstacles from pathways
 - 5.2.1.3.1.2 Ensuring Adequate lighting in all areas of the patient's room.
 - 5.2.1.4 Patient and Family Education:
 - 5.2.1.4.1 Provide education to the patient and family on the following:
 - 5.2.1.4.1.1 Exercise and mobility strategies to improve strength and balance
 - 5.2.1.4.1.2 Proper nutrition to support bone health and general well-being
 - 5.2.1.4.1.3 Home Safety measures to prevent falls after discharge
 - 5.2.1.4.1.4 Procedures for emergency fall notification
 - 5.2.1.4.1.4.1 Exercise
 - 5.2.1.4.1.4.2 Nutrition
 - 5.2.1.4.1.4.3 Home safety
 - 5.2.1.4.1.4.4 Plan for emergency fall notification procedure
- 5.2.2 Pediatric Patients
 - 5.2.2.1 For Pediatric patients (Children and toddlers), place them in a "Safety Crib" as per Pediatric Rules and Regulations.
 - 5.2.2.2 Re-evaluation of Fall Risk Criteria
 - 5.2.2.2.1 Fall risk criteria should be re-evaluated in certain conditions, including but not limited to:
 - 5.2.2.2.1.1 Immediate post-operative status
 - 5.2.2.2.1.2 Following emergency procedures
 - 5.2.2.2.1.3 Deterioration in physical or emotional condition.
- 5.2.3 Procedure Following a Fall
 - 5.2.3.1 If a fall occurs, the following steps must be taken:
 - 5.2.3.1.1 Assess for injuries and provide treatment as per physician orders.
 - 5.2.3.1.2 Notify the attending physician.
 - 5.2.3.1.3 Document the fall in the patient's medical record.
 - 5.2.3.1.4 Notify the patient's family.
- 5.2.4 Post Fall Huddle
 - 5.2.4.1 A Post Fall Huddle should be conducted and completed to assess and address the following:
 - 5.2.4.1.1 Assess both intrinsic and extrinsic factors contributing to the fall.
 - 5.2.4.1.2 Determine the probable cause(s) of the fall.
 - 5.2.4.1.3 Identify additional interventions needed to prevent future falls for the affected patient and others.
 - 5.2.4.2 Complete an Incident Report and additional Fall Event documentation sheet. Forward these to the department director or manager. The department director or designee will initiate an investigation to identify the root cause and report findings to the Chief Nursing Officer (CNO) and Risk Manager. Falls that result in death or serious injury will be

Imperial Valley Healthcare District

Title: Fall Prevention Program		Policy No. CLN-01014
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reported to California Department of Public Health (CDPH) by the CNO or designee.

6.0 References:

- 6.1 <https://www.cihq-ars.org/resources-searching.asp> search fall, Policy – Patient Falls, Tool – Patient Falls – Care Setting Risk Assessment
- 6.2 Refer to policy HRD-00064 for lift equipment

7.0 Attachment List:

- 7.1 Attachment A: Post Fall Huddle Form

8.0 Summary of Revisions:

- 8.1 Major revisions
- 8.2 Changed authors
- 8.3 Added post fall huddles
- 8.4 Added falls that result in death will be reported to CDPH.
- 8.5 Added sections 3.7 through 3.11 to reflect changes to processes related to implementation of CernerWorks (EMR system)
- 8.6 Deleted section 5.2.5.2.
- 8.7 Added section 5.2.4.4.
- 8.8 Added section 5.2.5.5
- 8.9 Added attachment A
- 8.10 Edited 5.2.1.2.5
- 8.11 Added 5.2.1.1.5

Post Fall Huddle Form – Nursing Unit (ISBAR)

Date of Huddle: _____ **Time of Huddle:** _____ **Huddle Facilitator** _____

IDENTITY – Who was included in the huddle? (Check all that apply)

- | | | |
|---|---|--|
| ☐ Patient | ☐ Occupational Therapist | ☐ Pharmacist |
| ☐ Family/Caregiver | ☐ Physical Therapist | ☐ Pharmacy Tech |
| ☐ Charge Nurse | ☐ Physical Therapy Assistant | ☐ Quality Improvement |
| ☐ Primary Nurse | ☐ LVN | ☐ Other: _____ |
| ☐ CNA | ☐ Sitter | _____ |

SITUATION

Date of Fall _____ **Time of Fall** _____ **Fall occurred during change of shift:** ☐ Yes ☐ No
Fall occurred during breaks: ☐ Yes ☐ No

Department/Nursing Unit where fall occurred:

Physical Location of Fall ☐ From Bed ☐ b/w Bed & Bathroom ☐ From Chair ☐ b/w Chair & bathroom ☐ Hallway
☐ From Toilet ☐ From Bed Shower/tub ☐ From Cart /Gurney ☐ Therapy/Treatment
☐ Other Patient Room Location ☐ Other

Was Fall Witnessed? ☐ Yes ☐ No **Was Fall Assisted?** ☐ Yes ☐ No

If Fall was staff assisted, what transfer equipment was in use at the time of the Fall?
☐ None ☐ Transfer Belt ☐ EZ Stand ☐ EZ Lift ☐ Walker ☐ Sliding Board/Slip Sheet ☐ N/A

Was a staff member injured at the time of the Fall? ☐ Yes ☐ No
If yes, complete the employee accident or injury form and follow up with employee health

Patient's fall risk level prior to Fall ☐ Low ☐ Moderate ☐ High ☐ Automatic High

Did the Patient have a Fall Risk Wristband on when they fell? ☐ Yes ☐ No

What footwear if any did the patient have on?

Do they have low-low bed? ☐ Yes ☐ No **Has this contributed to the Fall?** ☐ Yes ☐ No

If the patient had a low bed, where the alarms properly set? ☐ Yes ☐ No

If yes, did the alarms prompt the staff response to the Fall? ☐ Yes ☐ No

Preventive measures in place prior to the Fall: ☐ Low bed ☐ Room close to Nurse Station ☐ Non-Slip Socks
☐ Bed Alarm ☐ 4 side rails ☐ Sitter (person) ☐ Other

Trip Hazards? ☐ Clothing ☐ Shoes ☐ Tubing ☐ Cord ☐ Obstructed path to bathroom
☐ Wet Floor ☐ Inadequate Lighting ☐ None
☐ Other (please specify)

What do we [] think or know [] the patient was doing at the time of the Fall?
☐ Getting up on their own: [] Chair [] from the bed
☐ Trying to get to the bathroom ☐ Reaching for something ☐ Trying to get _____
☐ Leaning on something ☐ Using furniture to ambulate ☐ Other (please specify)

Medications administered within 8 hours prior to Fall? ☐ None ☐ PCA ☐ Opiates ☐ Anticonvulsants ☐ Benzos
☐ Antihypertensives ☐ Antiarrhythmics ☐ Diuretics ☐ Hypnotics ☐ Sedatives ☐ Laxatives ☐ Antidepressants
☐ Antipsychotics ☐ Antihistamines ☐ Antiparkinsonians ☐ Alzheimer drugs
Is the patient on anticoagulants? ☐ Yes ☐ No

BACKGROUND - Mini Root Cause Analysis

What did the patient/family report was the reason for the Fall?

Patient Fell – WHY?

 **WHY did that happen?**

 **WHY did that happen?**

 **WHY did that happen?**

 **WHY did that happen?**

Root Cause(s) of Fall determined:

BACKGROUND – Fall Risk Factors, check boxes that apply – and describe actions taken to prevent reoccurrence for this patient

FALL CAUSE	FALL TYPE	ACTIONS TAKEN TO PREVENT REOCCURENCE FOR <u>THIS PATIENT</u>
	PREVENTABILITY	
☐ Environmental (Extrinsic) Risk Factors Examples: Liquid on floor; Trip over equipment, furniture or tubing; Equipment malfunction	Accidental → Possibly could have been prevented	
☐ Known Patient-Related (Intrinsic) Risk Factors Examples: Confusion/Agitation, LE weakness, Impaired gait, Poor balance/postural control, hypotension, centrally acting medication	Accidental → Possibly could have been prevented	
☐ Unknown, Unpredictable Sudden Condition Examples: Heart Attack, Seizure, Drop attack	Unanticipated Physiological	
	Unpreventable	

☐ **Unsure** - Please describe fall cause and your assessment of preventability: (RCA) _____

If preventable, determine error type and describe actions taken to decrease risk of reoccurrence at the system level

ERROR TYPE	ACTIONS TAKEN TO DECREASE RISK OF REOCCURENCE AT THE <u>SYSTEM LEVEL</u>
☐ Task Staff did NOT ensure planned interventions were in place as intended (i.e. bed alarm not activated)	
☐ Judgement Staff made a decision about an uncertain process (i.e. high risk for fall patient left alone while on commode in the absence of a policy not to do so)	
☐ Care Coordination Communication among multiple staff members was incomplete, inconsistent or misunderstood (i.e. fall risk status not communicated to all)	
☐ System Communication and multiple elements (tasks, knowledge, equipment) combine to make the system unreliable (i.e. unreliable process for monitoring orthostatic BP across the system)	

ASSESSMENT

Check that patient is: ☐ Alert ☐ Responding to Voice ☐ Responding to Pain ☐ Unresponsive

Vital signs completed: ☐ Temperature ☐ Blood pressure ☐ Pulse ☐ Respiratory Rate ☐ O2 Saturations

Blood Glucose recorded: if the patient is diabetic ☐ Yes ☐ No ☐ N/A

Other (i.e. urinalysis) if deemed clinically necessary: ☐ Yes ☐ No ☐ N/A

24 hour Neurological Observations Commenced: If the fall was unwitnessed or involved a potential head injury ☐ Yes ☐ No ☐ N/A

Consider: ☐ Pain/Physical ☐ Infection ☐ Constipation ☐ Hydration ☐ Medication ☐ Environment

Complete QRR? ☐ Yes ☐ No **Update Care Plan?** ☐ Yes ☐ No

Attending Physician Notified (SBAR)? ☐ Yes ☐ No (if no, why?)

Family Notified? ☐ Yes ☐ No (if no, why?)

RECOMMENDATIONS

Medication Review in place ☐ Yes ☐ No	Sufficient support to access toilet in place ☐ Yes ☐ No	Education in place ☐ Yes ☐ No
Referrals in place ☐ Yes ☐ No	Clutter free Environment in place ☐ Yes ☐ No	Supervision in place ☐ Yes ☐ No
All items in reach in place ☐ Yes ☐ No	Low-low bed in place ☐ Yes ☐ No	Other (list):
Call bell in reach in place ☐ Yes ☐ No	Non-slip footwear in place ☐ Yes ☐ No	

3rd Fall within six weeks? ☐ Yes* ☐ No *if Yes IDT/Case Treatment meeting to be arranged

Patients Care Plan is reviewed and interventions are added or discontinued as required: ☐ Yes ☐ No

RN Signature: _____ **Date and Time:** _____

Please sign and return promptly to DQM

Original – Nursing

Copy – to RISK MANAGER

Risk Manager Signature: _____ **Date and Time:** _____

Risk Manager Files Copy

Imperial Valley HealthCare District

Title: Pepper Gas Use by Security Officers		Policy No. EOC-00020
		Page 1 of 2
Current Author: Jorge Mendoza		Effective: 06/15/2026
Latest Review/Revision Date: 06/2026		Manual: Security Management

Collaborating Departments: Safety/Security/Risk Management/Nursing Administration. No-Medical Staff-Collaboration-required,-FYI-Only.		Keywords: OC, Security		
Approval Route: List all required approval				
MARCC X	PSQC	Other: Safety Committee X		
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 This procedure describes the use of Aerosolized Oleoresin Capsicum (OC), a chemical compound, as a defensive weapon by Security Officers employed by Imperial Valley HealthCare District.

2.0 Scope: IVHD Security Officers

3.0 Policy:

- 3.1 Security Officers authorized by Imperial Valley HealthCare District and who have successfully completed department-approved Oleoresin Capsicum (OC) training may carry OC spray while on duty.

4.0 Definitions: OC: Aerosolized Oleoresin Capsicum, a chemical compound.

5.0 Procedure:

- 5.1 OC is a less-lethal defensive weapon issued to IVHD Security Officers for use in the defense of themselves or others from bodily harm or death.
- 5.2 OC is not to be deployed inside patient care areas of the hospital or its outside clinics.
- 5.3 OC is never to be used as a method of retaliation, punishment, or coercion. It is intended to be used outside of buildings. Its use inside a building will result in a temporary loss of use of the area for a short time. It should never be used in patient areas.
- 5.4 OC is never used on compliant subjects, or subject exhibiting only passive resistance. It is used only to stop a subject from committing active or imminent battery on the Security Officer or another person. It is not intended to replace tactics, methods, or training in de-escalation that are utilized to calm or control a person, or de-escalate a situation and avoid the use of force.
- 5.5 OC is not for use on patients, unless the patient is actively battering, or is in imminent ability and demonstrating intent to batter, another person. Use of OC presumes it will be followed by an arrest by the Officer, and a transfer of the perpetrator to the custody of law enforcement.
- 5.6 Prior to deployment of OC, the Security Officer shall announce in a loud and firm voice to the subject that OC gas will be deployed if the subject does not comply with the

Imperial Valley HealthCare District

Title: Pepper Gas Use by Security Officers		Policy No. EOC-00020
		Page 2 of 2
Current Author: Jorge Mendoza		Effective: 06/15/2026
Latest Review/Revision Date: 06/2026		Manual: Security Management

Officer's instructions. If possible, the Officer should continue to verbally persuade the subject to stop the attack and submit to arrest. Just before deployment of OC, the officer shall announce "OC, OC, OC," which gives others time to leave the immediate area and avoid contact with the OC spray. After being sprayed by OC, perpetrators shall be decontaminated by Security Officers at the earliest opportunity.

- 5.7 Security officers will only carry OC after completing training and possessing the appropriate credential from the California Bureau of Security & Investigative Services. Only OC issued by the Security Department shall be carried and used by IVHD Security Officers.
- 5.8 Canisters of OC are serialized and will be checked out by serial number to individual officers.
- 5.9 OC canisters shall be inspected regularly for serviceability and expiration dates. Expired, damaged, or defective OC canisters shall be removed from service and replaced.
- 5.10 Use of OC is considered a Use of Force in response to a Workplace Violence incident. Following any OC deployment, the Security Officer shall immediately notify their Supervisor and complete all required incident documentation by the end of the shift.
- 5.11 Any person exposed to OC shall be provided with decontamination measures as soon as practical and offered medical evaluation if needed

6.0 References:

- 6.1 California Bureau of Security and Investigative Services (BSIS) Training Manual for Security Officers and Proprietary Private Security Officers
- 6.2 California Bureau of Security and Investigative Services (BSIS) Oleoresin Capsicum (OC) Permit Requirements.
- 6.3 California Workplace Violence Prevention in Health Care Standard.
- 6.4 Imperial Valley HealthCare District Workplace Violence Prevention Plan.
- 6.5 California Penal Code Part 6, Title 3, Division 11, sec 22810, 22835

7.0 Attachment List: Not Applicable

8.0 Summary of Revisions:

- 8.1 Initial policy creation.
- 8.2 No prior revisions.

Imperial Valley Healthcare District

Title: Physician Suspension for Non-completion of Medical Records		Policy No. DPS-00318
		Page 1 of 2
Current Author: Lorena B Santana		Effective: 4/1/1994
Latest Review/Revision Date: 07/2026		Manual: Department Specific

Collaborating Departments: Administration, Medical Staff		Keywords: Suspension, Delinquency		
Approval Route: List all required approval				
MARCC	PSQC	Other:		
Clinical Service _____	MSQC	MEC	BOD	

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 policy establishes clear medical-record deadlines and a consistent hospital process for administrative suspension. Records must be complete, accurate, and authenticated within the timeframes below and any more stringent requirement established by law, the Medical Staff Bylaws, Rules and Regulations, or hospital policy. A practitioner who does not resolve delinquent records after notice will be suspended from elective activity until all delinquent records are complete.

2.0 Scope:

- 2.1 Medical Staff
- 2.2 Health Information Management
- 2.3 Administration

3.0 Policy:

- 3.1 Documentation Deadlines
 - 3.1.1 Verbal/telephone orders – authenticate within 48 hours.
 - 3.1.2 History and physical examination (H&P) – complete and placed in the record within 24 hours after admission or registration and before surgery or a procedure requiring anesthesia. An elective procedure may not proceed without the required H&P.
 - 3.1.3 Operative/procedure documentation – enter the immediate post-operative or post procedure note upon completion and complete the full report within 24 hours.
 - 3.1.4 Complete medical record – complete medical record and authenticate within 14 calendar days following discharge. A record becomes delinquent beginning on day 15.
- 3.2 Three-Step Notice and Suspension Process
 - 3.2.1 HIM reviews incomplete records at least weekly. Each communication identifies outstanding records and applicable deadlines.
 - 3.2.1.1 Initial alert, days 7-13 – courtesy notice requesting prompt completion
 - 3.2.1.2 Warning notice, days 14-20 – notice that all delinquent records must be completed within seven days to avoid suspension.
 - 3.2.1.3 Suspension notice, day 21 or later – third and final notice stating the effective date and time of suspension. No additional notice is required.
- 3.3 Effect and Removal of Suspension
 - 3.3.1 Suspension is imposed by the hospital and applies to elective activity. While suspended, the practitioner may not schedule or perform elective admissions, procedures, or surgeries; assist with elective procedures; provide non-emergent consultations; or otherwise exercise elective privileges.
 - 3.3.2 Suspension does not relieve emergency-care responsibilities, assigned on-call obligations, or responsibility for current patients. Necessary care continues until the

Imperial Valley Healthcare District

Title: Physician Suspension for Non-completion of Medical Records		Policy No. DPS-00318
		Page 2 of 2
Current Author: Lorena B Santana		Effective: 4/1/1994
Latest Review/Revision Date: 07/2026		Manual: Department Specific

patient is appropriately transferred or coverage is formally accepted by another qualified practitioner.

- 3.3.3 The practitioner must notify HIM after completing the records. HIM verifies completion and promptly informs the Medical Staff Office, Administration, Admitting, Nursing, Surgery, the Emergency Department and other affected departments. Reinstatement is effective when HIM verifies completion and issues the removal notice.

3.4 Special Circumstances

- 3.4.1 Time sensitive deficiencies – H&P, operative documentation, verbal/telephone orders, and other shorter deadline items are handled promptly and need not await the weekly cycle.
- 3.4.2 Approved absence – advance notice should be provided when reasonably possible. An absence does not remove an existing suspension. When prior notice was provided, up to five calendar days after return may be allowed, consistent with the Medical Staff Rules and Regulations.
- 3.4.3 Another practitioner – may complete or authenticate an entry only when legally permitted, clinically appropriate, and authorized by hospital policy and Medical Staff rules. A practitioner may not attest to care, observations, or services without a legally sufficient basis.
- 3.4.4 Record cannot be completed – after documented efforts, the record may be referred to the body authorized under the Medical Staff Bylaws and Rules and Regulations for determination and documented administrative closure.

3.5 Repeated Suspensions and Reporting

Repeated suspensions may be referred to Medical Executive Committee for review, including possible FPPE or corrective action consistent with the Medical Staff Bylaws. Contractual or compensation consequences are administered separately under the applicable agreement or hospital policy. Potentially reportable actions will be evaluated by the Medical Staff Office and legal counsel; administrative suspension is not designated reportable solely because of its duration.

4.0 Definitions: Not applicable

5.0 References:

- 5.1 California Code of Regulations, Title 22, § 70750(g); 42 CFR, §§ 482.24 and 482.51
- 5.2 Medical Staff Bylaws, Rules and Regulations
- 5.3 Applicable hospital documentation policies, and accreditation requirements

6.0 Attachment List:

- 6.1 Attachment A – Physician Letter Alert
- 6.2 Attachment B – Physician Letter Warning
- 6.3 Attachment C – Physician Letter Suspension
- 6.4 Attachment D – Physician Reinstatement Letter

7.0 Summary of Revisions:

- 7.1 Policy was revised for clarity and conciseness.

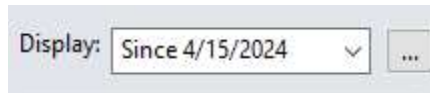


Reminder to Complete Your Medical Records

Dear Dr.

The Health Information Management Department (HIM) notifies all physicians weekly of their incomplete medical records as identified by our Cerner system. It is our goal to assist you in completing your records in order for us to meet regulatory documentation timeframe requirements.

Please log in to Cerner Message Center at your earliest convenience to complete your medical records. To access your incomplete records in message center, click on the yellow highlighted ellipses and set the date to 04/15/2024. This will ensure you have loaded all incomplete records including physician orders.



Access to Cerner is available remotely. If you need assistance with setting up your remote access, or you encounter any issues logging in, or need assistance navigating the Cerner Message Center, please contact our IS department at (760) 351-4669.

Lastly, if you identify any records that have been assigned to you that you have questions about, please reply to this email or call Lourdes Lackey at (760) 351-3393. We will gladly assist you.

Thank you for your prompt attention to this matter.

Sincerely,

Lorena Santana
Director of Health Information Management
lsantana@iv-hd.org
(760) 351-3148



Date:

Dear Dr.

As a matter of information and in accordance with Medical Staff Bylaws and Rules and Regulations, this letter serves as a notice of impending medical record suspension should your records not be completed within seven (7) days of the date of this letter. Please be aware that suspension of privileges includes the following:

1. Scheduling surgery.
2. Assisting in surgery.
3. Consulting on hospital cases.
4. Providing professional services within the hospital for future patients.
5. Voluntary on call services for the emergency room.

Bona fide vacation or illness may constitute an excuse subject to approval by the Chief of Staff or designee.

Please access your Cerner system Message Center at your earliest convenience to complete your records and avoid any further action.

Access to Cerner is available remotely. If assistance is needed, please reach out to our IT department at (760) 351-4669.

We thank you for your prompt attention to this letter. If you have any questions, please contact Lourdes Lackey at (760) 351-3369 or myself at (760) 351-3148.

Sincerely,

Lorena Santana
Director of Health Information Management
lsantana@iv-hd.org
(760) 351-3148



Notice of Intent to Suspend

Date:

Dear Doctor

Please be advised that you are being placed on medical record suspension effective (insert date).

Medical Staff Bylaws state that members of the medical staff are required to complete medical records within such reasonable time as may be prescribed by the Medical Staff Bylaws, General Rules and Regulations, and hospital policy and procedure. In addition, California Title 22 regulation section 70751 states that medical records shall be completed promptly and authenticated or signed by a licensed healthcare practitioner acting within the scope of his or her professional licensure within two weeks following the patient's discharge.

Please be aware that suspension of Privileges includes the following: voluntary on-call service for the emergency room, scheduling surgery, assisting in surgery, consulting on hospital cases, and providing professional services within the hospital for future patients. Members whose privileges have been suspended for delinquent records may admit patients or perform surgery only in life threatening situations. The suspension shall coincide until all delinquent records are complete. Furthermore, failure to complete delinquent medical records within 90 days from the date of this letter will result in automatic resignation of medical staff membership and clinical privileges.

Bona fide vacation or illness may constitute an excuse subject to approval by the Chief of Staff.

In order to avoid any further action, please log into Cerner Message Center as soon as possible to complete your records.

If you encounter any technical issues accessing the Cerner system, please reach out to the IS help desk at (760) 351-4669.

Your cooperation and assistance in completing your records is greatly appreciated.

Chief of Medical Staff
Imperial Valley Healthcare District



Medical Record Suspension Reinstatement Letter

Date:

Dear Dr:

This letter is to serve as confirmation you completed your delinquent medical records. You are no longer on medical record suspension, and your admitting privileges have been reinstated effective the date of this letter.

As a reminder, please access Cerner Message Center regularly to complete your medical records. Medical records are considered delinquent 14 days after a patient is discharged from the hospital, or 14 days after they are seen at one of our outpatient departments.

If you have any questions or concerns, please contact me at (760) 351-3148. You may also contact Lourdes Lackey at (760) 351-3393

Sincerely,

Lorena Santana
Director Health Information Management
lsantana@iv-hd.org

Imperial Valley Healthcare District

Title: Professional Practice Evaluation		Policy No. MSD-00105
		Page 1 of 6
Current Author: Cindy Beaumont		Effective: July 2024
Latest Review/Revision Date: 6/22/2026		Manual: Medical Staff

Collaborating Departments: Quality and Risk Management Department, Dr. Su (MSQC)		Keywords: Peer Review, OPPE, FPPE, Ongoing, Focused		
Approval Route: List all required approval				
MARCC x	PSQC x	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 To ensure that the hospital, through the activities of the Medical Staff, conducts Focused Professional Practice Evaluations (FPPE) as well as Ongoing Professional Practice Evaluations (OPPE), to assess the competency of its members and uses the results of such assessments to improve professional competency, practice and systems of the hospital by providing consistent feedback to members of the Medical and Allied Health Professional Staff.

2.0 Scope:

- 2.1 Medical Staff Services
- 2.2 Credentialed Members of the Medical and Allied Health Professional Staff
- 2.3 Records and proceedings of the Medical Staff that relate to this policy in any way are protected from discovery pursuant to California Evidence Code Section 1157.

3.0 Policy:

- 3.1 Goals include monitor and evaluation of the ongoing professional practice of individual practitioners with clinical privileges at Pioneers/IVHD. It is the policy to create a culture with a positive approach to professional practice evaluations by recognizing physician excellence as well as to identify improvement opportunities. The policy includes the focused evaluation of new members of the medical and allied health professional staff. The process for both OPPE and FPPE will be clearly defined, objective, equitable, defensible and timely.
- 3.2 The Medical Staff has the responsibility of evaluation and improvement of the quality of care rendered in the hospital.
- 3.3 It is the policy of Imperial Valley Healthcare District, Pioneers Campus, and the Medical Staff, to comply with statutory and regulatory requirements regarding FPPE and OPPE. These findings will be included with information used to assess the quality of care provided by each practitioner at the time of reappointment and on an ongoing basis as appropriate. Our goal is to assist in identification and encouragement of systematic improvements to the health care processes to provide patient safety and improve the overall quality of care.

Imperial Valley Healthcare District

Title: Professional Practice Evaluation		Policy No. MSD-00105
		Page 2 of 6
Current Author: Cindy Beaumont		Effective: July 2024
Latest Review/Revision Date: 6/22/2026		Manual: Medical Staff

4.0 Definitions:

- 4.1 Focused Professional Practice Evaluation (FPPE) – Medical Staff activities intended to evaluate the privilege-specific current competency of a Practitioner granted new/initial privileges.
- 4.2 Ongoing Professional Practice Evaluation (OPPE) – The continuous evaluation of the practitioner's professional performance in order to identify and resolve potential problems with performance practice trends

5.0 Procedure:

- 5.1 **Focused Professional Practice Evaluation (FPPE)** is an intensified assessment of data/events which relate to the performance or behavior of a specific practitioner holding clinical privileges at the hospital. The purpose is to determine if the performance or behavior meets the minimum standard of behavior or clinical care as established by the Medical Staff. FPPE is **not** considered a formal investigation as defined by the Medical Staff Bylaws and is not subject to rights afforded in a formal investigation. If the FPPE results in an action plan to recommend a formal investigation, the process outlined in the Medical Staff Bylaws will be followed. Additional FPPE process may be triggered.

5.1.1 Proctoring Requirements

- 5.1.1.1 All medical staff members granted initial privileges will be proctored as part of the FPPE process. In addition, when a new privilege is requested, proctoring may be required.
- 5.1.1.2 When a practitioner has the credentials to suggest competence, but additional information or a period of evaluation is needed to confirm competence, FPPE will be required.
- 5.1.1.3 If questions arise regarding a currently privileged practitioner's ability to provide safe, high quality patient care, FPPE may be required.
- 5.1.1.4 In case of a Sentinel/Adverse Event, FPPE may be required.
- 5.1.1.5 In case of a behavioral issue, FPPE may be required.
- 5.1.1.6 If trends in practice are determined to be outside the standard of care, FPPE may be required.
- 5.1.1.7 Trends are defined as: A practitioner with three negative evaluations within a two-year period; A practitioner with significant deviations in practice identified through the ongoing professional practice evaluation (OPPE) process.
- 5.1.1.8 The Department Chair will determine the level of review for new applicants or those receiving additional privileges at the time privileges are recommended.
- 5.1.1.9 The period of time for the evaluation will be determined by the nature of the observation, the number of cases needed for adequate evaluation and the frequency of occurrence of cases needed for observation.

Imperial Valley Healthcare District

Title: Professional Practice Evaluation		Policy No. MSD-00105
		Page 3 of 6
Current Author: Cindy Beaumont		Effective: July 2024
Latest Review/Revision Date: 6/22/2026		Manual: Medical Staff

- 5.1.1.10 New practitioners will be monitored by the Department Chair or designee as indicated by the Clinical Service Rules and Regulations.
- 5.1.1.11 Practitioners will be monitored via ongoing review indicators with recommendations by the Department Chair.
- 5.1.1.12 The Department Chair may also request an intensive review be conducted when serious concerns with quality of clinical care have been identified. The request should be in writing and identify the specific areas of concern, including case identification. The review will be reviewed and approved by the Department Chair and Chief of Staff and should follow the process outlined below:
- 5.1.2 Process for FPPE:
 - 5.1.2.1 Department Chair notified that a trend has been identified, including the areas of concern and case identification.
 - 5.1.2.2 Respective Service Chair will meet with the physician of record to discuss/inform of the concerns; the initiation of the FPPE plan; the specific mechanism by which monitoring will occur; the nature of the expected practice change; and the time limitation. Documentation of this meeting will be kept with the FPPE Record.
 - 5.1.2.3 Communication shall be sent to the physician of record within 30 days of the discussion, outlining each of the items listed in 5.1.2.2 and will list the mechanism by which the monitoring will occur (peer observation, retrospective chart review, proctoring, etc).
 - 5.1.2.4 At the next regularly scheduled MEC meeting, the respective Department Chair will provide a summary of the FPPE implementation.
 - 5.1.2.5 The FPPE will be completed and results reported within 90 days of approval.
 - 5.1.2.6 The respective Department Chair will update the MEC regarding successful closure of the FPPE, or if the FPPE is not completed, recommendation regarding privileges will be forwarded to the committee for discussion and action.
 - 5.1.2.7 If necessary, an extension of the FPPE may be approved by the Department Chair and the Chief of Staff. The practitioner will be notified as to the length of the extension, which should not exceed an additional 60 days and shall be reported at the next MEC scheduled meeting.
- 5.2 **Ongoing Professional Practice Evaluation (OPPE)** is the continuous evaluation of the practitioner's professional performance in order to identify and resolve any potential problems with the performance of the practitioner. It allows the Medical Staff to identify practice trends that impact quality of care and patient safety on an ongoing basis, provides an evaluation of a practitioners performance and includes opportunities to improve patient care based on recognized standards. OPPE uses multiple sources of information for individual evaluation which are factored into the decision to maintain existing privileges prior to, or at the time of reappointment.

Imperial Valley Healthcare District

Title: Professional Practice Evaluation		Policy No. MSD-00105
		Page 4 of 6
Current Author: Cindy Beaumont		Effective: July 2024
Latest Review/Revision Date: 6/22/2026		Manual: Medical Staff

- 5.2.1 OPPE includes, but is not limited to
 - 5.2.1.1 Direct observation
 - 5.2.1.2 Monitoring of diagnostic and prescribing patterns
 - 5.2.1.3 Compliance with hospital policies, Medical Staff Bylaws and Clinical Service Rules & Regulations
 - 5.2.1.4 Clinical Standards and the use of rates compared against established benchmarks
 - 5.2.1.5 Results of any required monitoring/proctoring
 - 5.2.1.6 Utilization data
 - 5.2.1.7 Core Measures Compliance
 - 5.2.1.8 National Patient Safety Goals
 - 5.2.1.9 The six areas of general competency (patient care; medical/clinical knowledge; practice-based learning; interpersonal and communication skills; professionalism; and system-based practice)
 - 5.2.1.10 Easily retrievable information from existing databases whenever feasible.
- 5.2.2 Each department shall determine what performance data it will collect and review, which then must be approved by the MEC on behalf of the Medical Staff. Each department will determine the processes to the extent it will use OPPE to accumulate and review the data.
- 5.2.3 The Department Chair will report the outcome of these reviews to the applicable committees and the MEC.
- 5.2.4 After the initial granting of privileges, the professional practice and conduct of each department's medical staff members will be evaluated at nine-month intervals, or sooner if indicated, and reports reviewed at reappointment. A performance summary that includes performance data identified by the department for collection and review will be submitted to the department for review.
- 5.2.5 The Department Chair will report to the MEC the results of the review with any recommendations at the time of credentialing and when issues are identified.
- 5.2.6 If there are concerns with a practitioners performance as a result of the OPPE, the concerns will be communicated to the practitioner and documented in their credentials file and may result in a focused review in accordance with this policy and/or corrective action in accordance with the Medical Staff Bylaws.
- 5.2.7 The Quality Department will be responsible for collecting and reporting data to the Department Chair relating to the established indicators. The reports will include aggregated data by individual practitioners.

Imperial Valley Healthcare District

Title: Professional Practice Evaluation		Policy No. MSD-00105
		Page 5 of 6
Current Author: Cindy Beaumont		Effective: July 2024
Latest Review/Revision Date: 6/22/2026		Manual: Medical Staff

Table 1

Minimum Core Proctoring Requirements by Department/Section

CLINICAL SERVICE	PROCTORING REQUIREMENTS	COMMENTS
Anesthesiology CRNA	Six (6) cases Ten (10) cases	CRNA – 3 epidural, 2 peripheral/plexus blocks, 3 general, 2 -c-sections
Emergency Medicine	Ten (10) cases	
Imaging/Teleradiology	Ten (mixed) cases 4 X-Ray, 2MRI, 2CT, 2 US	
Medicine	Five (5) cases	
Nurse Midwives	Twenty-Five (25) cases – OB Deliveries 12 Repairs, Difference kinds, minimum 6—2 nd degree perineal repair	
Obstetrics & Gynecology	Twelve (12) cases (6/6)	
Pathology	Ten (10) cases	
Pediatrics/Neonatology	Ten (10) cases	
Surgery	Twelve (12) cases	

Imperial Valley Healthcare District

Title: Professional Practice Evaluation		Policy No. MSD-00105
		Page 6 of 6
Current Author: Cindy Beaumont		Effective: July 2024
Latest Review/Revision Date: 6/22/2026		Manual: Medical Staff

Table 2

General Competencies

Term	Definition
Patient Care	Practitioners are expected to provide patient care that is compassionate, appropriate and effective for the promotion of health, prevention of illness, treatment of disease and care at the end of life.
Medical/Clinical Knowledge	Practitioners are expected to demonstrate knowledge of established and involving biomedical, clinical and social sciences and the application of their knowledge to patient care and education of others.
Practice Based Learning Environment	Practitioners are expected to be able to use scientific evidence and methods to investigate, evaluate and improve patient care practices.
Interpersonal and Communication Skills	Practitioners are expected to demonstrate interpersonal communication skills that enable them to establish and maintain professional relationships with patients, families and other members of the health care team.
Professionalism	Practitioners are expected to demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice and understanding and sensitivity to diversity and a responsible attitude toward their patients, their profession and society.
Systems Based Practice	Practitioners are expected to demonstrate both an understanding of the contexts and systems in which health care is provided, and the ability to apply this knowledge to improve and optimize health care.

6.0 References:

6.1 Medical Staff Bylaws

6.2 Medical Staff Clinical Service Rules and Regulations

6.3 Joint Commission Medical Staff Standards **MS.08.01.01; MS.08.01.03.**

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

8.1 Complete re-write of policy

Imperial Valley Healthcare District

Title: Radiology Peer Review		Policy No. CLN-00894
		Page 1 of 4
Current Author: Derek Tapia		Effective: 1/28/2013
Latest Review/Revision Date: 6/23/2026		Manual: Clinical / Radiology

Collaborating Departments: Medical Staff, Dr Rapp		Keywords:		
Approval Route: List all required approval				
MARRC x	PSQC	Other: Chief of Radiology		
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 To establish a standardized process for the professional practice evaluation of radiologists through a peer review program that promotes quality improvement, patient safety, diagnostic accuracy, and compliance with accreditation and regulatory requirements. The peer review process is intended to identify opportunities for education and performance improvement while fostering a culture of continuous quality improvement.

2.0 Scope: Radiology

3.0 Policy:

- 3.1 The Radiology Department shall maintain an ongoing peer review program utilizing the American College of Radiology (ACR) RADPEER® methodology or an equivalent peer review process. Peer review findings shall be used for quality improvement purposes and shall remain confidential in accordance with applicable state and federal laws governing peer review activities.
- 3.2 Peer review activities shall be conducted in a non-punitive manner and shall support the requirements for Ongoing Professional Practice Evaluation (OPPE) and Focused Professional Practice Evaluation (FPPE) as required by accreditation standards and medical staff bylaws.
- 3.3 The cases reviewed will closely represent the department's case mix by modality, which is 54% X-Ray, 21% CT, 15% U/S, 5% MAMMO, 3% MRI, 2% NUC MED.

4.0 Definitions:

- 4.1 RADPEER: A peer review system developed by the American College of Radiology for assessing agreement between radiologists' interpretations.
- 4.2 ACR: American College of Radiology
- 4.3 MSQC: Medical Staff Quality Committee
- 4.4 OPPE: Ongoing Professional Practice Evaluation conducted to assess a provider's clinical competence and professional performance over time.
- 4.5 FPPE: Focused Professional Practice Evaluation initiated when concerns regarding professional performance require additional review.

Imperial Valley Healthcare District

Title: Radiology Peer Review		Policy No. CLN-00894
		Page 2 of 4
Current Author: Derek Tapia		Effective: 1/28/2013
Latest Review/Revision Date: 6/23/2026		Manual: Clinical / Radiology

5.0 Procedure:

- 5.1 Peer review shall be performed as part of routine clinical workflow whenever feasible.
- 5.2 Cases may be selected:
 - 5.2.1 Randomly
 - 5.2.2 Through retrospective review
 - 5.2.3 Through quality assurance activities.
 - 5.2.4 Following identification of potential disparities
- 5.3 All modalities may be included, including:
 - 5.3.1 Radiography
 - 5.3.2 Mammography
 - 5.3.3 Computerized Tomography (CT)
 - 5.3.4 Magnetic Resonance Imaging (MRI)
 - 5.3.5 Nuclear Medicine
- 5.4 Review Process:
 - 5.4.1 The reviewing radiologist shall evaluate the prior interpretation against available imaging findings.
 - 5.4.2 The reviewer shall assign a RADPEER score based upon the level of agreement with the original interpretation.
 - 5.4.3 Peer review scores shall be submitted through the designated peer review software or quality management system.
 - 5.4.4 The identity of the reviewing radiologist shall remain confidential whenever possible.
- 5.5 ACR RADPEER Scoring System.
 - 5.5.1 The following scoring scale shall be utilized:

Score	Description
1	Concur with interpretation.
2	Discrepancy in interpretation not ordinarily expected to be made (understandable miss).
3	Discrepancy in interpretation that should be made most of the time.
4	Discrepancy in interpretation that should almost always be made.

- 5.6 Routine monitoring
 - 5.6.1 Peer review data shall be reviewed at least quarterly by the Radiology Quality Committee and/or Medical Director.
- 5.7 Performance Indicators, the following shall be monitored:
 - 5.7.1 Number of peer review cases completed.
 - 5.7.2 Percentage of concordant interpretations.
 - 5.7.3 Frequency of discrepancy scores.
 - 5.7.4 Trends by modality.
 - 5.7.5 Trends by individual radiologist.

Imperial Valley Healthcare District

Title: Radiology Peer Review		Policy No. CLN-00894
		Page 3 of 4
Current Author: Derek Tapia		Effective: 1/28/2013
Latest Review/Revision Date: 6/23/2026		Manual: Clinical / Radiology

- 5.7.6 Educational opportunities identified.
- 5.8 Escalation Criteria
 - 5.8.1 Cases receiving significant discrepancy scores may undergo additional review:
 - 5.8.1.1 Score 3 or higher (traditional scale), or
 - 5.8.1.2 Score 4 or 5 (enhanced scale)
 - 5.8.2 The Medical Director may request secondary review when appropriate.
- 5.9 Quality Improvement Process
 - 5.9.1 Significant discrepancies shall be evaluated to determine:
 - 5.9.1.1 Clinical impact
 - 5.9.1.2 Educational opportunities
 - 5.9.1.3 System-related contributing factors
 - 5.9.2 Findings may be discussed during:
 - 5.9.2.1 Quality Assurance meetings.
 - 5.9.2.2 Peer learning conferences.
 - 5.9.2.3 Morbidity and discrepancy reviews
 - 5.9.3 Corrective actions may include:
 - 5.9.3.1 Education
 - 5.9.3.2 Additional training
 - 5.9.3.3 Protocol modifications
 - 5.9.3.4 FPPE when warranted
- 5.10 Peer review records shall be maintained as confidential quality improvement documents and shall be protected in accordance with:
 - 5.10.1 California Evidence Code peer review protections.
 - 5.10.2 Medical Staff Bylaws.
 - 5.10.3 Applicable state and federal regulations.
 - 5.10.4 Hospital confidentiality policies.
- 5.11 Access shall be limited to authorized individuals involved in quality assurance and credentialing activities.
- 5.12 Peer review summary data shall be reported:
 - 5.12.1 Quarterly for the Radiology/IR department updates meeting
 - 5.12.2 Through OPPE processes.
 - 5.12.3 To Medical Staff leadership as required.
 - 5.12.4 During accreditation surveys upon request.
- 5.13 Scores will be documented using the IVHD Radiology Peer Review Scoring Form.

6.0 References:

- 6.1 RADPEER Scoring White Paper American College of Radiology
- 6.2 ACR Practice Parameter for Communication of Diagnostic Imaging Findings.
- 6.3 Joint Commission Standards for Ongoing Professional Practice Evaluation (OPPE).
- 6.4 Centers for Medicare & Medicaid Services (CMS) Conditions of Participation.

Imperial Valley Healthcare District

Title: Radiology Peer Review		Policy No. CLN-00894
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Current Author: Derek Tapia		Effective: 1/28/2013
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6.5 Medical Staff Bylaws.

7.0 Attachment List:

7.1 Attachment– IVHD Radiology Peer Review Scoring Form

8.0 Summary of Revisions:

8.1 Author changed

8.2 Additional information updated

8.3 Removed attachment: Attachment A – RADPEER Scoring White Paper American College of Radiology

IVHD Radiology Peer Review Scoring Form

1. Concur with interpretation.

2. Discrepancy in interpretation/not ordinarily expected to be made (understandable miss)

3. Discrepancy in interpretation/should be made most of the time.

4. Discrepancy in interpretation/should be made almost every time – misinterpretation of findings.

[illegible]

Imperial Valley HealthCare District

Title: Restraints, Use by Security		Policy No. EOC-00021
		Page 1 of 3
Current Author: Jorge Mendoza		Effective: 6/15/2026
Latest Review/Revision Date: 06/2026		Manual: Security Management

Collaborating Departments: Safety/Security/Risk Management/Nursing Administration/HR. . No-Medical-Staff-Collaboration-required,-FYI-Only.		Keywords: Handcuffs, Restraints.		
Approval Route: List all required approval				
MARCC X	PSQC X	Other: Safety Committee X		
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 The purpose of this Procedure is to establish guidelines for the use of handcuffs and other restraints by licensed Security Officers employed by Imperial Valley HealthCare District and its affiliated properties.

2.0 Scope: IVHD Security Officers

3.0 Policy:

- 3.1 Only Security Officers who have successfully completed District-approved handcuff and restraint training and maintain current certification may carry and use handcuffs while on duty.
- 3.2 Handcuffs shall only be used when objectively reasonable and necessary to protect persons from injury, prevent escape, or safely detain an individual pending law enforcement response.
- 3.3 Security Officers shall use the minimum amount of force reasonably necessary to accomplish a lawful objective.
- 3.4 Officers shall employ de-escalation techniques when feasible before applying restraints.
- 3.5 All applications of restraints shall be consistent with District-approved training and applicable state laws.

4.0 Definitions:

- 4.1 Handcuffs: A locking bracelet that binds the wrists together and restricts the wearer's range of motion. For purposes of this procedure, the term includes flex-cuffs, zip-ties, thumb cuffs, and other detention-style restraints. Therapeutic restraints prescribed by a physician are not included in this procedure. Restraint: Any approved device or technique used by Security Officers to temporarily restrict a person's movement for safety, detention, or control purposes.

5.0 Procedure:

- 5.1 Handcuffs are used by IVHD Security Officers for the purposes of detaining a criminal suspect until the suspect can be turned over to law enforcement for arrest. Handcuffs are not used by IVHD Security personnel for punishment, coercion, retaliation, or convenience. Handcuffs are a law enforcement device, not a medical treatment device nor a medical intervention.

Imperial Valley HealthCare District

Title: Restraints, Use by Security		Policy No. EOC-00021
		Page 2 of 3
Current Author: Jorge Mendoza		Effective: 6/15/2026
Latest Review/Revision Date: 06/2026		Manual: Security Management

- 5.2 When an IVHD Security Officer encounters a subject in the commission of a crime on or in hospital property, and the subject refuses to stop the criminal behavior and voluntarily subject himself to detention, the officer shall verbally inform the subject that he/she is under arrest and must submit to detention pending the arrival of law enforcement.
- 5.3 If the arrested subject is compliant and agrees to wait peaceably for law enforcement, no handcuffs are to be applied. If the subject becomes non-compliant, or is initially non-compliant, the officer shall apply handcuffs to the subject in a manner consistent with the training provided. If, after being placed under arrest but prior to handcuffed detention, the subject flees away from the officer and away from hospital property, the IVHD Security Officer shall not pursue the subject, but shall rather make an immediate report to the police via 911. Once the officer has restrained the subject in any manner, the officer shall not leave the subject's presence until law enforcement has taken custody of the subject.
- 5.4 Handcuffs are not used on patients unless the patient commits a crime and needs to be detained and restrained pending the arrival of law enforcement.
- 5.5 Training on the use of handcuffs shall be consistent with California BSIS (Bureau of Security & Investigative Services) requirements, all officers shall complete this requirement prior to being issued and approved to carry and apply handcuffs. Only handcuffs that are provided by the hospital are to be used, no personally sourced handcuffs are to be used. Hospital-provided handcuffs are to be recovered by the security officer when the arrested subject is taken into custody by law enforcement. Hospital Security Officers should assist the law enforcement official in removing the hospital handcuffs and replacing them with the law enforcement officer's handcuffs in a safe manner directed by the officer taking custody.
- 5.6 Every time handcuffs are applied to a person by an IVHD Security Officer, a security incident report shall be completed by the officer who applied the handcuffs before going off duty. The Security Manager or designee shall be notified by voice or text as soon as possible after the incident, but in every case before the involved officer goes off shift, the officer shall not leave duty until his notice has been acknowledged by the Security Manager or designee.
- 5.7 Persons seeking medical care may be combative due to medical reasons such as hypoxia, hypoglycemia, dementia, and many other medical causes. Security Officers are cautioned that such persons are likely to become patients, and if they need medical care, it shall be provided without delay regardless of patient presentation and behaviour. These persons should not be handcuffed unless they are combative and assaultive and must be handcuffed only as a last resort for self-protection and protection of the hospital staff. If nursing staff concurs, soft restraints should be tried first. Such restraint does not envision a subsequent arrest because the patient is unable to form intent to commit a crime. Application of handcuffs in this instance is expected to be rare and brief. In this instance, the Security Officer is not required to inform the patient that he/she is being arrested because no arrest is intended. As soon as medical care is initiated, the handcuffs must be removed at the earliest opportunity, and any contemporaneous or subsequent restraint becomes a medical restraint and is subject to the hospital policy regarding restraints ordered by competent medical authority.

Imperial Valley HealthCare District

Title: Restraints, Use by Security		Policy No. EOC-00021
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- 5.8 The safety of hospital staff and the safety of the detainee is more important than the arrest of a suspect. Handcuffs are not applied to obviously pregnant persons, or juveniles under 14 years old unless known to have committed a dangerous felony in the presence of the Security Officer. No other restraint devices, such as waist chains, ankle cuffs, or other restraints, are authorized for use by Security Officers. After application of handcuffs, detainees are to be continuously monitored for medical distress until custody is transferred to law enforcement.

6.0 References:

- 6.1 California Business and Professions Code, Security Services Act.
- 6.2 California Bureau of Security and Investigative Services (BSIS) Training Manual for Security Officers and Proprietary Private Security Officers.
- 6.3 California Penal Code Sections 837–847 (Private Person Arrest Authority).
- 6.4 ASP Handcuff Certification Program and Training Standards.

7.0 Attachment List: Not Applicable

8.0 Summary of Revisions:

- 8.1 New policy established to provide guidance for the use of handcuffs and restraints by Imperial Valley HealthCare District Security Officers.

Imperial Valley Healthcare District

Title: Use of Force		Policy No. EOC-00019
		Page 1 of 2
Current Author: Jorge Mendoza		Effective: 06/16/2026
Latest Review/Revision Date: 06/2026		Manual: Security Management

Collaborating Departments: Safety/Security/Risk Management/Nursing Administration/HR. No-Medical-Staff-Collaboration-required,-FYI-Only.		Keywords: force, security, OC, handcuffs		
Approval Route: List all required approval				
MARCC X	PSQC	Other: Safety Committee X		
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 This Policy establishes guidelines for the Use of Force by Security Officers employed by the Imperial Valley Healthcare District

2.0 Scope: IVHD Security Officers

3.0 Policy:

- 3.1 This policy is intended to guide District employees and does not apply to any legal or civil proceedings. This Policy does not create a higher legal standard in an evidentiary sense with respect to third party claims. Violations of law form the basis for civil and criminal sanctions in a judicial setting, this Policy is used only to train, guide, and discipline employees of IVHD.
- 3.2 Employees shall only use the minimum amount of force necessary to control a person or situation, in order to provide safety for patients, visitors, employees, and other persons on any premises of IVHD. Force is used when a person is a current danger to other people, or to themselves. Once resistance is overcome, force is to be discontinued unless required to maintain control. Force is never used as punishment or coercion. When a person shows intent of resistance to lawful activity, by words and/or actions, Force may be used if lesser measures have proven to be ineffective or are inappropriate to the situation. If a subject obeys all lawful commands, no higher Use of Force is authorized.

4.0 Definitions

- 4.1 Force: Physical action beyond a minimal restraint or guiding touch, exerted upon or against a person to compel or constrain action or movement.
- 4.2 Less than Lethal Force: Force not intended and not likely to cause serious physical harm or death
- 4.3 Deadly or Lethal Force: Force exercised through the use of a firearm or other means, reasonably likely to cause serious physical harm or death.
- 4.4 Necessary Force: Force lawfully utilized to overcome resistance to a lawful action, to defend oneself, or control a situation; such force not being excessive or abusive.

Imperial Valley Healthcare District

Title: Use of Force		Policy No. EOC-00019
		Page 2 of 2
Current Author: Jorge Mendoza		Effective: 06/16/2026
Latest Review/Revision Date: 06/2026		Manual: Security Management

5.0 Procedure:

- 5.1 The use of hands and feet, control holds, self-defense tactics, OC or other chemical agents, handcuffs or other restraints, and Electrical Discharge Weapons ("Tasers"), are considered Less than Lethal Force. Any time Force is applied to a person, if the person requests medical attention afterwards, it shall be made available.
- 5.2 Use of Force is a continuum, without discrete and separate steps, which is utilized as necessary under the best judgement of the user under the situation. The amount of Force utilized may increase or decrease rapidly depending on the situation at hand. Lower Use of Force examples include mere officer presence, verbal commands, hand motions, and manual restraints.
- 5.3 Intermediate examples include restraints, handcuffs, batons, and chemical agents. Lethal Force includes the use of firearms and improvised weapons intended to cause severe bodily injury or death. Lethal Force is only utilized when all other options fail, and only to protect the life of the employee or other person being attacked.
- 5.4 Any Use of Force by an employee of IVHD is to be documented according to IVHD procedures, by the employee utilizing such Force, and by any employee-witnesses, prior to leaving the hospital at the end of a work shift. The use of chemical agents and/or handcuffs, or any higher Use of Force, requires the notification of local police immediately following their use.

6.0 References:

- 6.1 Use of Force Policy, Ballard Health
- 6.2 Use of Force Policy, University of Florida Health Hospital
- 6.3 Use of Force, model policy International Association of Healthcare Security & Safety
- 6.4 Use of Force Policy, Mayo Health Arizona
- 6.5 El Centro Police Policy 309 Control Devices & Techniques
- 6.6 El Centro Police Policy 310 Conducted Energy Device
- 6.7 El Centro Police Policy 306 Restraint Devices

7.0 Attachment List: Not Applicable

8.0 Summary of Revisions: New policy

II IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: September 2026

SUBJECT: Authorization to approve Emergency Medical Care On-Call Agreement for Egbert Grinage, LLC.

BACKGROUND: This agreement is for On-Call Pediatric services for the Imperial Valley Health Care District

KEY ISSUES: Physician will be compensated at a base compensation of (\$750.00) for each twenty-four-hour on-call period covered during each month approximately \$90,000 annually.

CONTRACT VALUE: **approximately** \$90,000, value varies depending on call shifts.

CONTRACT TERM: 2 years

BUDGETED: Yes

BUDGET CLASSIFICATION: On-Call

RESPONSIBLE ADMINISTRATOR: Carly Zamora

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

FIRST OR SECOND SUBMITTAL: ☒ 1st ☐ 2nd

RECOMMENDED ACTION: Authorization to approve Emergency Medical Care On-Call Agreement for Egbert Grinage, LLC.



EMERGENCY MEDICAL CARE ON-Call COVERAGE AGREEMENT (PEDIATRICS)

This Agreement "**Agreement**" shall be effective as of October 1st, 2026 (the "**Effective Date**"), and is entered into by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq.*, ("**Hospital**") and Egbert Grinage, LLC., a professional corporation organized and existing in the State of California (the "**Company**"), and Egbert Grinage, M.D., a physician licensed to provide medical services in the State of California ("**Practitioner**"). Practitioner, Hospital, and Company. are sometimes individually referred to hereafter as a "**Party**," and collectively as "**Parties**."

RECITALS

A. WHEREAS, Hospital is owner and operator of Pioneers Memorial Hospital, an acute care hospital located at 207 West Legion Road, Brawley, California and by the Effective Date, may also own and operate a second general acute hospital located in El Centro, California;

B. WHEREAS, Hospital operates an Emergency department ("**Department**") on its premises to serve the members of the community and other persons who may require immediate medical or hospital service.

C. WHEREAS, In order to maintain "on-premises" emergency services, Hospital and Physician recognize that Hospital must comply with relevant statutory and administrative requirements including those set forth as follows. Pursuant to California Administrative Code Title 22 section 70455, the Department must provide experienced physicians in specialty categories to be available twenty-four hours a day, which specialties include obstetrics and gynecology. In addition, since the Hospital has an emergency department, the Hospital must comply with the Emergency Medical Treatment and Active Labor Act ("**EMTALA**"; 42 USC section 1395dd) and the regulations thereunder. Under EMTALA, the Department must provide for appropriate medical screening examination within the capability of the Department including ancillary services routinely available therein including the services of an obstetrician-gynecologist; and

D. WHEREAS, Physician has the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital to share such coverage services with other obstetric-gynecologist physicians, as herein below described.

NOW THEREFORE, in consideration of the mutual promises made, the receipt and

sufficiency of which are acknowledged, Hospital and Physician hereby agree as follows:

AGREEMENT

1 Duties and Obligations of Physician

1.1 Adequate Coverage. Hospital hereby contracts with Physician to provide on-call pediatric coverage in the Hospital. Physician shall provide a monthly schedule of his availability for on-call pediatric coverage in the Hospital to the Hospital's Chief of Staff and Hospital's Medical Staff Director at least thirty (30) days prior to the commencement of the month for which the schedule applies.

1.2 Patient Billing. Physician shall bear exclusive responsibility for billing and collection for Physician's professional services rendered in the Department and Hospital shall have no responsibility for said billing and collection activities.

1.3 Coverage Services.

1.3.1 Physician agrees that he will provide Pediatric services as set forth in **Exhibit A**, (the "**Coverage Services**"). During such times when Physician is providing the Coverage Services, he shall devote sufficient time and be available to adequately perform such services. In the event Physician is not physically present in the Hospital when he is providing the Coverage Services, he agrees to be present at the Hospital within thirty (30) minutes from a call or page by the Department requesting his presence, as required by EMTALA. "Present" means that Physician will be physically located in the Hospital. If Physician fails to personally provide the Coverage Services and/or present to the Hospital within the time required under this Agreement, such action shall constitute a breach of this Agreement.

1.3.2 Physician agrees to participate on a regular basis in rotation with other physicians who have agreed to perform Pediatric services.

1.3.3 Physician will provide services according to the quality assurance criteria established by Hospital through its Quality Management Program.

1.3.4 Physician agrees that the Hospital's medical staff ("**Medical Staff**") may, at its sole discretion, review Physician's clinical performance in reviewing and evaluating Physician's pediatric services.

1.3.5 Physician will notify Hospital in the event he is unable to provide the Coverage Services and shall be responsible to arrange for a substitute qualified physician to provide the Coverage Services and shall communicate any such substitution to Hospital's Medical Staff Director no less than twenty-four (24) hours before Physician's on-call shift to provide Coverage Services is scheduled to begin.

1.4 Accounting for Services Performed. Physician shall provide a monthly certification of services provided ("**Certification Log**") in the format set forth in the attached **Exhibit B**, to

the Hospital's Chief Executive Officer ("CEO") each month. This Certification Log must be legible, identify the time and date services were performed, and specify the nature of the Physician's activity. Because either Physician or Hospital may be called upon by either state or federal government authorities to provide a detailed summary of services performed, Physician acknowledges and understands that if he does not provide a Certification Log in the manner specified herein, the Hospital will withhold any compensation due Physician from Hospital pursuant to this Agreement until such information is provided. Repeated failure to provide a Certification Log in the manner specified shall constitute a breach of this Agreement.

1.5 Malpractice Insurance. Physician shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the bylaws, rules and regulations governing Hospital Medical Staff physicians in a minimum amount of one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) aggregate.

1.6 Reporting Requirements. Physician shall provide to the Hospital's Chief of Staff, Medical Staff, Hospital Emergency Department, Obstetrics and Gynecology Department, and Hospital Administration the current numbers for his office, residence and cellular telephones and to his mobile pager. Physician further agrees that he will report as provided in Section 1.3 above.

1.7 Transferring Physician. At any time when the Physician is providing emergency Coverage Services pursuant to the terms of this agreement and assumes responsibility for the care or treatment of a patient of the Emergency room or of an admitted patient and such patient requires transfer to another facility, Physician agrees that he will act as the transferring physician assuring that all matters required for the transfer of such patient are completed expeditiously. If Physician is unable to effectuate a transfer, then Physician shall contact the Hospital's Chief of Staff to assist in facilitating with such a transfer. Physician shall also provide Coverage Services when applicable to patients who are transferred to Hospital's emergency department from another hospital as required by EMTALA.

1.8 Professional Qualifications. Physician shall at all times (i) be certified or qualified for certification by the American Board of Pediatrics; (ii) maintain an unrestricted license to practice medicine in California; (iii) be a participating physician in Medicare and in MediCal; (iv) maintain medical staff membership in good standing at Hospital; (v) maintain clinical privileges in obstetrics and gynecology, as deemed necessary by Medical Staff, and (vi) maintain professional liability coverage, in such amounts and as required by Hospital in Section 1.5.

2 Duties & Obligations of Hospital

2.1 Hospital shall ensure that there is sufficient staff skilled and knowledgeable in Pediatrics to support Physician in the care and treatment of patients.

3.1 Compensation. Hospital will pay Physician seven hundred-fifty dollars (\$750.00) for each twenty-four (24) hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than 24-hours.

2.2 Payment. Compensation will be paid within thirty (30) days of receipt of a legible,

complete and properly submitted Certification Log which includes detailing the pediatric services provided. As a required condition for payment, all patient charts must be completed and locked before compensation will be paid.

3 Term and Termination

3.2 Term of Agreement. The term of this Agreement is twenty-four (24) months and shall commence on the Effective Date and remain in effect through October 1st, 2028.

3.3 Termination.

3.3.1 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 written notice of the breach and has failed to cure said breach within thirty (30) days of the mailing by the non-breaching Party of such notice.

3.3.2 Immediate Termination. In the event that Physician's medical license is revoked or medical staff privileges at Hospital are suspended, as determined by the Medical Staff, such action will be considered an incurable breach by Physician and this Agreement shall immediately terminate without further notice or cure period.

3.3.3 Jeopardy Event. Should the performance of either Party of any term, covenant, condition, or provision of this Agreement jeopardize the Hospital's license, Hospital's participation in Medicare, MediCal, other reimbursement or payment program (for example Blue Cross), Hospital's full accreditation by DNV Healthcare or any other state or nationally recognized accreditation organization, or the tax-exempt status of the Hospital's bonds or any other Hospital's tax-exempt financing, or it is deemed illegal or unethical by any recognized body, agency or association the medical or hospital fields and the jeopardy or violation has not been or cannot be cured in within thirty (30) days from the date of notice of such jeopardy or violation has been communicated to the Parties, the Agreement shall immediately terminate.

3.3.4 No Cause Termination. It is also understood and agreed that either Party may terminate this Agreement upon ninety (90) days' written notice to the other without cause, however, the Parties understand and agree if this agreement is terminated without cause prior to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

4 General Terms and Conditions

4.1 Independent Contractor. Physician is engaged as an independent contractor with Hospital in performing all work, duties and obligations hereunder. The parties expressly agree that no work, act, commission or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician the agent or servant of Hospital. Physician 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.

4.2 Treatment of MediCal and Medicare Patients. Physician shall not refuse treatment to MediCal or Medicare patients and shall participate in managed-care contracts in which Hospital does or will participate.

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

4.4 Severability. In the event that any of the terms and provisions of this Agreement is 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 continue and remain unaffected. 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.

4.5 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 four (4) years after the termination of this Agreement, Physician 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 Physician under this Agreement. Physician further agrees that in the event Physician carries out any of her 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 four (4) 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.

4.6 Compliance with Non-Discrimination Laws.

4.6.1 Non-Discrimination. During the performance of this Agreement, Physician 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. Physician and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Physician 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, 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. Physician 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. Physician shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

4.6.2 Access to Determine Compliance. Physician 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.

4.7 Notices. Notices and demands required or permitted to be given hereunder shall be in writing and shall be effective when delivered whether by hand delivery, by courier, or by U.S. Mail, certified, return receipt requested, to the following addresses:

Physician:

Hospital:

Egbert Grinage, M.D., LLC

Chief Executive Officer
Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 92227

4.8 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.

4.9 Choice of 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. In cases of Federal Jurisdiction, Parties agree that the United States District Courts for the Southern District of California in San Diego shall have sole jurisdiction and venue.

4.10 Confidentiality of Records. Physician 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 section 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 seven (7) years after the expiration of the termination of this agreement. Physician 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.

4.11 No Assignment Without Consent. Physician shall not assign, sell or transfer any rights conferred by this Agreement, without prior written consent of Hospital which consent shall not unreasonably be withheld.

4.12 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.

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

4.14 Payment of Taxes. Physician acknowledges and agrees that he will pay all applicable federal, state and local taxes in connection with the services provided pursuant to this Agreement. Physician agrees to defend and indemnify and hold the Hospital harmless from any and all liability, claims, damages or losses (including, without limitation, attorneys' fees, costs penalties and fines) which arise against the District as a result of Physician's failure to perform her obligations under this Section.

4.15 Offset. In the event Physician is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for sixty (60) days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Physician from any compensation due and payable under this agreement to Physician. Hospital shall provide Physician a 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 Physician. Further, Hospital exercise of any offset shall not be considered a waiver of any interest or penalty amount due and payable to Hospital from Physician.

4.16 No Payments After Termination. After termination of this contract, Physician understands that there will be no further payments made for services which are the subject of this Agreement until Physician has executed a new agreement except for services which have already been provided before the end of the term of this Agreement.

[Signature Page to Follow]

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

HOSPITAL

By _____
Carly Zamora
Interim Chief Executive Officer
Imperial Valley Healthcare District

Date _____

PHYSICIAN

Egbert Grinage, M.D., LLC

By _____
Egbert Grinage, M.D.

Date _____

EXHIBIT A

PHYSICIAN'S COVERAGE SERVICES & DUTIES

During the term of this Agreement, Physician shall provide the following Coverage Services:

1. Make recommendations to the Hospital's CEO regarding the use of Hospital personnel, necessary equipment and standards of patient care in connection with this Agreement.
2. Report to the Hospital's CEO, who will represent Hospital in the administration of this Agreement.
3. Provide on-call pediatric services, including, but not limited to, labor and delivery/NICU/Pediatrics, in connection with this Agreement. Services shall include acceptance and medical management of pediatric patients, from Emergency Department, in-patient admission to discharge, including obtaining additional consultations as necessary, and office follow-up when required by EMTALA.
4. Maintain communication with Department Director and Hospital's Chief of Staff to ensure proper call coverage at all times.
5. Accepting the referral for treatment or consultation to patients regardless of the patient's ability to pay for services.
6. Managing patient from evaluation to the time of transfer and transferring patients only upon acceptance by receive hospitals and physicians. Accepting EMTALA transfers from other hospitals.
7. Timely provide Hospital will Physician's schedule to enable preparation of on-call schedules.
8. Responding by phone to Department within twenty (20) minutes of initial contact and being on site at Hospital within thirty (30) minutes of request to be present in the emergency department to evaluate a patient consistent with Hospital's Rules and Regulations and EMTALA. Failure to respond as required herein during any 12-month period during the Term of this Agreement shall result in meeting with the Chief of Staff and following the rules and regulations.

EXHIBIT B

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

PHYSICIAN COVERAGE SERVICES – MONTHLY CERTIFICATION OF SERVICES PROVIDED

Physician's Name: _____

Hospital Department: _____

Month: _____

Date of Service	Hours of Service	Service Provided

[Signature Page to Follow]

By signing this document, I certify that I have performed the services set forth above. I further acknowledge and understand that this Certification 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 Printed Name: _____

Physician's Signature: _____

Date Signed: _____

By signing this document, Hospital acknowledges that the Coverage Services reflected in the Certification Log above are consistent with the records of Coverage Services provided by Physician during the previous month.

CEO's Signature: _____

Date Signed: _____

Imperial Valley Healthcare District

BOARD MEETING DATE: September 17, 2026

SUBJECT:

Administrative and Professional Service Agreement between Rural Medical Professional Partners and Imperial Valley Healthcare District.

BACKGROUND:

Rural Medical Professional Partners will provide administrative and professional services to support Imperial Valley Healthcare District's Cardiac Cath Lab services.

KEY ISSUES:

Rural Medical Professional Partners is a physician-owned entity. Will provide physicians and other license professionals, provide professional medical services including interventional procedures, consultative services, education and training.

Services include: Interventional Cardiology, Vascular and Endovascular Services, non-clinical administrative and operational support, staffing coordination, education and training services necessary for Cardiac Cath Lab services to resume.

CONTRACT VALUE:

Variable, contract value depends on revenue generated and percentage fee applied to it.

CONTRACT TERM:

Three-year term

BUDGETED: Yes

BUDGET CLASSIFICATION: Service Agreement

RESPONSIBLE ADMINISTRATOR: Carol Bojorquez, CNO

DATE SUBMITTED TO LEGAL:

2026/
approved to
submit
9/16/2026

REVIEWED BY LEGAL:

☒

Yes

☐

No

FIRST OR SECOND SUBMITTAL:

☒

1st

☐

2nd

RECOMMENDED ACTION: That the Board of Directors authorize the Chief Executive Officer, or designee, to execute the service agreement between Rural Medical Professional Partners and Imperial Valley Healthcare District.

ADMINISTRATIVE AND PROFESSIONAL SERVICES AGREEMENT

THIS ADMINISTRATIVE AND PROFESSIONAL SERVICES AGREEMENT (this “*Agreement*”) is effective as of April 1, 2026 (the “*Effective Date*”), by and between Rural Medical Professional Partners, a Wyoming limited liability company (“*RMPP*”), and the Imperial Valley Healthcare District, a California public healthcare district (“*Hospital*”). RMPP and Hospital are sometimes herein referred to as a “*Party*,” and collectively as the “*Parties*.”

WHEREAS, Rural Medical Professional Partners, LLC (“*RMPP*”) is engaged in (i) the provision of comprehensive non-clinical administrative, operational, management, infrastructure, staffing coordination, and business support services for healthcare service lines and outpatient clinics (the “*Administrative Services*”), and (ii) the provision of professional medical services through appropriately licensed and credentialed physicians, including interventional specialists, and other clinical personnel (the “*Professional Services*”), as permitted by applicable law;

WHEREAS, RMPP employs or contracts with board-certified and appropriately licensed physicians and other healthcare professionals (collectively, the “*RMPP Providers*”) who participate in clinical decision-making, perform diagnostic evaluations, and furnish interventional and other professional medical services within the scope of their licensure, training, and independent professional judgment;

WHEREAS, Hospital owns and operates licensed healthcare facilities and outpatient clinics and retains exclusive responsibility and authority for patient intake, patient scheduling, care coordination, and all referral decisions for items and services provided to its patients (the “*Referral Chain*”);

WHEREAS, Hospital desires to engage RMPP to provide Administrative Services in support of Hospital’s clinic and service line operations and, when clinically appropriate and requested by Hospital, to make available RMPP Providers to furnish Professional Services, including interventional procedures, to Hospital patients;

WHEREAS, the Parties acknowledge and agree that all determinations regarding whether, when, and to whom patients are referred for additional diagnostic or interventional services are made exclusively by Hospital-employed or Hospital-contracted clinicians, in the exercise of independent clinical judgment and consistent with patient choice, and that RMPP does not control, direct, condition, or influence such referral decisions;

WHEREAS, RMPP Providers may evaluate patients and render Professional Services only after patients have been referred, scheduled, or otherwise made available by Hospital through its established clinical and operational processes, and RMPP’s compensation under this Agreement is not conditioned on, and does not vary based on, the volume or value of referrals;

WHEREAS, Hospital desires to engage RMPP, and RMPP desires to provide Administrative Services and Professional Services, in a manner that is compliant with all applicable federal and state healthcare laws, including but not limited to the Federal Anti-Kickback Statute, the Stark Law, and their implementing regulations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

“Administrative Services” means the non-clinical administrative, operational, management, infrastructure, staffing coordination, facilities coordination, equipment coordination, compliance support, and business support services provided by RMPP under this Agreement, as further described in Exhibit C.

“Professional Services” means diagnostic, interventional, and other professional medical services furnished by appropriately licensed physicians and other licensed clinical personnel employed by or contracted with RMPP, acting within the scope of their licensure and independent professional judgment.

“Services” shall refer to Administrative and Professional Services collectively for purposes of this Agreement.

“RMPP Providers” means physicians and other licensed clinical personnel employed by or contracted with RMPP who furnish Professional Services under this Agreement.

“Referral Chain” means Hospital’s patient intake, scheduling, care coordination, referral, and internal routing processes for healthcare services, which are controlled exclusively by Hospital and its employed or contracted clinical personnel.

AGREEMENT

1. Appointment

a. Appointment of Exclusivity. During the Term of this Agreement, Hospital appoints RMPP as its sole and exclusive provider of the Administrative Services for the applicable service line(s) covered by this Agreement. Hospital shall not engage or retain any other third party to provide management, administrative, operational, or business support services that are substantially similar to the Administrative Services provided by RMPP during the Term. The Parties expressly acknowledge and agree that the exclusivity granted in this Section applies solely to Administrative Services and does not condition, restrict, influence, or otherwise affect: (a) Hospital’s Referral Chain; (b) patient intake, scheduling, care coordination, or referral decisions; (c) the independent clinical judgment of Hospital-employed or Hospital-contracted clinicians; or (d) patient choice. Nothing in this Agreement, including the exclusivity granted herein, shall be construed as conditioning the provision of services or the payment of any compensation on the volume or value of referrals or other business generated between the Parties. Hospital retains exclusive authority over all decisions relating to patient care, treatment, referrals, and clinical pathways. RMPP shall not make, direct, or influence any such decisions, and RMPP Providers shall furnish Professional Services only in accordance with referrals, scheduling, and access determined by Hospital through its established clinical processes. For clarity, the exclusivity granted in this Section does not grant RMPP exclusive use of Hospital’s Cath Lab or other procedural facilities or equipment. Hospital may permit other providers to use such facilities on days or during block time not scheduled for RMPP.

b. Representations and Warranties.

1. RMPP represents and warrants to Hospital that RMPP is a limited liability company duly formed, validly existing, in good standing under the laws

of the State of Wyoming, properly qualified to do business in other states in which it operates, and has all necessary legal power and authority to own all of its properties and assets and to carry on its business as now being conducted. RMPP is physician owned.

2. Hospital represents and warrants to RMPP that Hospital is a California public healthcare district duly formed, validly existing, and in good standing under the laws of the State of California, properly qualified to do business in other states in which it operates, and has all necessary legal power and authority to own all of its properties and assets and to carry on its business as now being conducted.
3. Each Party represents and warrants to the other that it has full legal power and authority to enter into and perform this Agreement and any related documents. All necessary internal actions, including corporate or organizational approvals, have been taken to authorize the execution, delivery, and performance of this Agreement. The execution, delivery, and performance of this Agreement do not and will not conflict with or violate such Party's governing documents, any applicable laws, or any existing contracts, obligations, or restrictions. This Agreement constitutes a valid, binding, and enforceable obligation of such Party, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally. No existing agreements or legal obligations prohibit such Party from entering into or performing this Agreement.
4. Hospital and RMPP each represent and warrant to the other that neither: (1) itself; (2) its respective owners, officers, members, managers, and employees; (3) its potential contractors or agents involved in the delivery of services, nor (4) its Physicians and Non-Physician Practitioners (as applicable): (i) are currently excluded, debarred, or otherwise ineligible to participate in any federal healthcare program, as defined in 42 U.S.C. § 1320a-7b(f) ("Federal Healthcare Programs"), or any General Services Administration program; (ii) have, to such Party's actual knowledge, been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are, to such Party's knowledge, under investigation or otherwise aware of any circumstances which may result in exclusion from participation in any Federal Healthcare Program or General Services Administration program, for offenses or events other than those previously disclosed to the other Party as of the Effective Date. This representation and warranty shall remain in effect during the Term of this Agreement, and each Party agrees to immediately notify the other Party of any change in the status of the foregoing representations or of any action or event that could reasonably be expected to lead to a violation of this provision.
5. Each Party represents and warrants to the other Party that the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, will not conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any third party the right to accelerate, terminate, modify or cancel, or require any notice, approval, or consent under any agreement (including any non-compete or other restrictive covenant), contract, lease, license, instrument, or other

arrangement to which such Party is bound or to which such Party's assets are subject (or result in the imposition of any encumbrance upon any of the assets of such Party).

2. Duties and Responsibilities of RMPP

- a. Performance of Duties. RMPP shall provide the Services in a professional and efficient manner in accordance with generally accepted including but not limited to, administrative practices, and consistent with the reasonable standard for an entity specialized in the operation and management of a medical practice.
- b. Chief Medical Officer. RMPP shall employ a licensed and qualified physician to serve as Chief Medical Officer ("**CMO**") of RMPP. Effectively, RMPP employs CMO in furtherance of this Section 2b.

1. CMO shall not establish, control, direct, or influence Hospital's Referral Chain, patient intake processes, scheduling decisions, or referral policies. Nothing in this Agreement shall interfere with the independent professional judgment of Hospital-employed or Hospital-contracted clinicians.

3. Duties and Responsibilities of Hospital- Referral

- a. Hospital retains exclusive responsibility and authority for patient intake, scheduling, care coordination, and referral decisions for all items and services provided to Hospital patients. All referrals shall be made by Hospital-employed or Hospital-contracted clinicians in the exercise of independent clinical judgment and consistent with patient choice.
 - b. RMPP shall not make, direct, influence, condition, or attempt to influence any referral decision, nor shall RMPP Providers furnish Professional Services unless and until patients have been referred, scheduled, or otherwise made available through Hospital's established processes.
4. Collections. Hospital shall bill and collect for Hospital services in accordance with applicable law and payor requirements. Compensation payable to RMPP under this Agreement shall be for Administrative Services and Professional Services actually furnished, as applicable, and shall not be conditioned on the volume or value of referrals or other business generated. The Parties acknowledge that billing and collections processes do not confer control over referral decisions or clinical judgment.
5. Compensation. As consideration for the services provided under this Agreement, Hospital shall pay RMPP the compensation set forth in Schedule 1 attached hereto and incorporated herein by reference. The Parties acknowledge and agree that the compensation described in Schedule 1 is intended to represent the fair market value of the services provided and is commercially reasonable, and that such compensation has not been determined in a manner that takes into account the volume or value of referrals or other business generated between the Parties. Hospital shall pay RMPP in accordance with the payment terms specified in Schedule 1. Except as otherwise expressly set forth in this Agreement or Schedule 1, no additional compensation shall be due or payable.
6. FMV Review. The Parties acknowledge that the compensation payable under this Agreement is intended to be consistent with fair market value and commercially reasonable for the

services provided and is not determined in a manner that takes into account the volume or value of referrals or other business generated between the Parties. Accordingly, the Parties agree that no less than once every twelve (12) months during the Term of this Agreement, they shall review the compensation payable under this Agreement and the underlying services to confirm that such compensation continues to reflect fair market value and commercial reasonableness in accordance with applicable federal and state laws and regulations, including, as applicable, the federal physician self-referral law (commonly known as the Stark Law) and the federal Anti-Kickback Statute. If, following such review, the Parties determine in good faith that any compensation or payment structure under this Agreement no longer reflects fair market value or otherwise requires modification to comply with applicable law, the Parties shall promptly negotiate in good faith to amend this Agreement to ensure continued compliance with such laws and regulations.

7. Claw-Back of Payments. If, after payment to RMPP, any compensation paid to RMPP is subsequently disallowed, denied, recouped, refunded, or otherwise required to be returned by a governmental or commercial payor as a result of billing errors, lack of medical necessity, failure to comply with applicable law, contract requirements, or payor guidelines, RMPP shall repay to Hospital, within thirty (30) days of written notice, the portion of such amounts attributable to such disallowed, denied, recouped, refunded, or returned payments. The obligations in this Section shall survive the termination or expiration of this Agreement.
8. Personnel.
 - a. Hospital-employed clinical and non-clinical personnel shall remain under the exclusive employment, supervision, and control of Hospital. RMPP Providers shall remain under the exclusive employment or engagement, supervision, and clinical oversight of RMPP.
 - b. Nothing in this Agreement shall be construed to permit Hospital to direct or control the clinical judgment of RMPP Providers, or to permit RMPP to direct or control the clinical judgment of Hospital-employed or Hospital-contracted personnel. Coordination and collaboration between the Parties shall not be deemed to constitute control.
9. Hospital APP. Hospital shall ensure that a qualified Nurse Practitioner and/or Physician Assistant (each, an "APP") is employed by or contracted with Hospital to provide clinical services at the Clinic during its normal operating hours. Each APP shall maintain all required licenses, certifications, and credentials and shall perform services in accordance with applicable law and Hospital policies. Hospital shall retain sole responsibility for the employment or engagement, supervision, scheduling, compensation, and performance management of each APP.
10. Contract Assistance. Hospital may provide administrative support and assistance, in consultation with RMPP, with respect to third-party payor contracting and other commercial arrangements that relate to Hospital services or the Administrative Services. Hospital shall not, without RMPP's prior written consent, bind RMPP or RMPP Providers to professional fee terms, clinical obligations, or coverage requirements. In all events, Hospital shall not engage in any conduct that constitutes price fixing, improper coordination of professional fees, or otherwise violates applicable antitrust or healthcare laws.
11. Insurance. Each Party shall be responsible for arranging and maintaining, at its own cost and expense, all insurance coverage required by law and applicable to its own operations, personnel, and obligations under this Agreement.

12. Assets, Equipment and Information Technology

- a. Assets, Equipment and Supplies. Hospital shall, in its discretion and in consultation with RMPP as reasonably appropriate, select, purchase, lease, license, or otherwise acquire all assets, equipment, supplies, software, inventory, and other materials necessary for the operation of the Clinic and the performance of services under this Agreement. Hospital shall retain all right, title, and interest in and to such assets, equipment, and supplies at all times. RMPP shall have no ownership interest in, and shall not remove, transfer, encumber, or dispose of, any such assets, equipment, or supplies without Hospital's prior written consent. RMPP's role with respect to such assets shall be limited to consultation and use solely as necessary to perform the Administrative Services and, as applicable, the Professional Services under this Agreement. To the extent that any pharmaceuticals or medical supplies must, under applicable law, be directly procured by Hospital or by a licensed provider, the Parties shall cooperate in good faith to facilitate such procurement in compliance with applicable law.
- b. Hospital shall provide RMPP and RMPP Providers with reasonable access to Hospital-owned or Hospital-licensed computer systems, hardware, software, and electronic medical record systems, solely to the extent necessary to perform services under this Agreement. All such systems and software, including any upgrades or replacements, shall remain the sole property of Hospital or its licensors.

13. Compliance; Policies and Procedures. Each Party shall comply with all applicable federal, state, and local laws, regulations, and official guidance applicable to its activities under this Agreement. The Parties shall cooperate in good faith to support compliance with applicable laws as they relate to the Services provided hereunder. To the extent RMPP or RMPP personnel access Hospital facilities, systems, or patients, RMPP shall comply with Hospital's applicable compliance policies and procedures made available to RMPP, provided that such policies are reasonably related to the Services and do not conflict with applicable law. Hospital shall maintain responsibility for its corporate compliance program and shall make such program available to RMPP for reference and coordination purposes upon execution of this Agreement. RMPP shall maintain its own compliance policies and procedures and shall be responsible for providing appropriate compliance training to its employees, contractors, and agents, including Physicians, Non-Physician Practitioners, Licensed Support Personnel, and Provider Support Personnel, to the extent such individuals perform services under this Agreement. Nothing in this Section shall be construed to transfer or delegate compliance responsibility from one Party to the other or to create joint control over either Party's compliance program.

RMPP acknowledges and agrees that Hospital is a public entity subject to the California Public Records Act (Government Code Section 7920.000 et seq.) ("CPRA") and other applicable public records laws. RMPP further acknowledges that Hospital is required by law to comply with the CPRA with respect to records in its possession or under its control, including records related to or arising from this Agreement, and that such compliance obligations may require disclosure of information that would otherwise be considered confidential under this Agreement. In the event Hospital receives a request under the CPRA or any other applicable public records law for records that may include Confidential Information or proprietary materials of RMPP, Hospital shall, to the extent permitted by law, (a) promptly notify RMPP in writing of such request and provide RMPP with a copy of the request and a reasonable description of the records that may be disclosed; (b) afford RMPP a reasonable opportunity, not less than ten (10) business days from the date of such notice, to seek a protective order or other appropriate remedy to prevent or limit disclosure; and (c) disclose only such records, or

portions thereof, as are required by law after taking into account any applicable exemptions under the CPRA, including but not limited to exemptions for trade secrets (Government Code Section 7927.705), proprietary financial or business information, and records exempt from disclosure under other provisions of state or federal law. Hospital shall use reasonable efforts to assert applicable exemptions on behalf of RMPP's Confidential Information to the extent Hospital determines, in its reasonable discretion, that such exemptions apply. If RMPP does not seek a protective order or other remedy within the time period specified above, or if such order or remedy is not obtained, Hospital may disclose the requested records to the extent required by law. RMPP acknowledges and agrees that Hospital's obligation to comply with the CPRA and other applicable public records laws shall supersede any conflicting confidentiality obligations under this Agreement, and that Hospital shall not be liable to RMPP for any disclosure of records made in good faith compliance with the CPRA. RMPP shall not assert any claim against Hospital based on Hospital's disclosure of records in response to a valid public records request made in accordance with applicable law. Nothing in this Section shall be construed to limit Hospital's discretion in responding to public records requests in accordance with applicable law.

14. Patient Medical Records. Hospital shall be solely responsible for the creation, maintenance, custody, and storage of patient medical records in accordance with applicable law. Hospital shall maintain policies and procedures designed to comply in all material respects with the Health Insurance Portability and Accountability Act of 1996, as amended, and applicable state privacy and security laws. Hospital shall provide RMPP and RMPP Providers with appropriate access to medical records and information systems as necessary to perform services under this Agreement. RMPP shall use such access solely for purposes of this Agreement and shall comply with applicable Hospital policies and state and federal privacy and security requirements. Nothing in this Agreement shall be construed to transfer custody or control of patient medical records from Hospital to RMPP.
15. Day-to-Day Services. Hospital shall furnish or arrange for the provision of telephones, paging devices, office services (including reception, scheduling, duplication, facsimile, and document disposal services), janitorial, maintenance, and security services, and other similar services reasonably necessary for the day-to-day operation of the Clinic and the performance of services under this Agreement.
16. Marketing, Advertising, or Business Development. Hospital may, at its sole discretion and in consultation with RMPP, engage in advertising, marketing, business development, and other promotional activities on behalf of RMPP related to the applicable service line established in conjunction with RMPP. Without limiting the foregoing, Hospital is authorized, but not obligated, to respond to inquiries from third parties, including other hospitals, about RMPP.
17. No Inducement. The Parties acknowledge that this Agreement was negotiated in good faith and that all compensation payable hereunder represents fair market value for bona fide services actually provided. Nothing in this Agreement shall be construed to require, direct, influence, or condition the referral of patients or other business, or to restrict the independent professional judgment of any physician or other licensed practitioner or patient choice. No payment under this Agreement is intended to induce or reward referrals or other business between the Parties.
18. Relationship of the Parties. The Parties expressly understand and agree that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set

forth in this Agreement. The Parties agree that their respective employees shall not have any claim under this Agreement or otherwise against the other Party or any of the other Party's affiliates for vacation pay, paid sick leave, retirement benefits, social security, worker's compensation, health, disability, professional malpractice or unemployment insurance benefits or other employment benefits of any kind.

19. Responsibilities of Provider.

- a. Physicians; Non-Physician Practitioners. RMPP shall have sole authority to recruit, engage (as employees or independent contractors), credential (as applicable), compensate, discipline, suspend, and terminate Physicians and Non-Physician Practitioners engaged by RMPP to provide Professional Services under this Agreement, in accordance with applicable law. RMPP shall be solely responsible for the clinical oversight, supervision, and direction of its Physicians and Non-Physician Practitioners and for the quality and safety of the Professional Services they provide. Hospital shall not control or direct RMPP Physicians or Non-Physician Practitioners in the performance of Professional Services. The Parties shall coordinate in good faith regarding scheduling of RMPP Physicians and Non-Physician Practitioners to ensure appropriate coverage; provided, however, that Hospital shall retain sole authority over non-clinical operations and Hospital-employed or Hospital-contracted personnel, including Licensed Support Personnel and Provider Support Personnel. Nothing in this Agreement shall be construed to grant RMPP authority over Hospital-employed or Hospital-contracted nurses or other clinical personnel, or to grant Hospital authority over RMPP-employed or RMPP-contracted clinicians.
- b. Licenses, Certifications, Standards of Care. RMPP shall require that each Physician and Non-Physician Practitioner engaged by RMPP to provide Professional Services under this Agreement maintains, without restriction, all licenses, certifications, registrations, and professional liability insurance required by applicable law. Each such individual shall perform Professional Services in accordance with applicable laws, prevailing standards of care, and applicable Hospital policies made available to RMPP, and shall maintain professional competence through continuing education and training as required by law.
- c. Peer Review. RMPP shall maintain appropriate peer review and corrective action processes applicable to Physicians engaged by RMPP in connection with the Professional Services provided under this Agreement.
- a. Actions Requiring Hospital's Approval. Notwithstanding anything herein to the contrary, RMPP agrees that the following actions shall require prior written approval of Hospital:
 1. Commencing, terminating, or materially modifying the types of Administrative Services or Professional Services furnished by RMPP under this Agreement

20. Referral Chain.

- a. The Parties acknowledge that all patient referral, care coordination, and internal routing decisions are and shall remain solely within the control of Hospital and its employed or contracted clinical personnel. RMPP shall not make, direct, influence, or condition any referral decisions and shall have no involvement in Hospital's referral chain. All referrals shall be made in the exercise of independent clinical judgment, consistent with patient choice and Hospital policy. Nothing in this Agreement shall be

construed to condition services, performance, or compensation on the volume or value of referrals.

- b. Patient Safety Exception. Notwithstanding anything to the contrary, patient safety shall take precedence in the event of a medical emergency requiring immediate action or referral. Any deviation from Hospital's established referral chain arising from such emergency shall not entitle RMPP to seek, receive, or retain any remuneration or other financial benefit resulting from services furnished as a result of the emergency. Nothing in this Agreement shall be construed to permit remuneration in violation of applicable law, including the federal Anti-Kickback Statute.
- c. Improper Referral Activity. If any RMPP physician or clinical provider improperly influences or attempts to influence Hospital's referral decisions in violation of this Agreement, RMPP shall not be entitled to receive or retain any compensation or financial benefit arising from such referral or related services. Any compensation payable to RMPP shall be limited to fair market value for permissible services actually provided and shall not vary based on the volume or value of referrals.

21. Term and Termination.

- a. Term. This Agreement shall have an initial term commencing as of the Effective Date and continuing in full force and effect for three (3) years (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall not automatically renew. This Agreement may be renewed for additional two (2) year terms only upon Hospital's prior written authorization delivered to RMPP no later than ninety (90) days before the expiration of the then-current term. Unless terminated earlier as provided herein, the Initial Term and any such authorized renewal term shall be referred to collectively as the "Term."
- b. Termination by Hospital Without Cause. Hospital may terminate this Agreement without cause upon ~~one (1) year~~ one (1) year [ES1] prior written notice to RMPP. The Parties acknowledge that such notice period is intended to support continuity of patient care and an orderly transition.
- c. Immediate Termination By Hospital. Hospital shall have the right, but not the obligation, to terminate this Agreement immediately upon notice to RMPP of any of the following events:
 - 1. the dissolution of RMPP;
 - 2. the suspension or exclusion of RMPP, or any Physician or Non-Physician Practitioner employed or engaged by RMPP, from participation in any federal health care program, unless RMPP terminates such individual's employment or engagement within sixty (60) days after becoming aware of such suspension or exclusion;
 - 3. any merger, consolidation, reorganization, sale, liquidation, dissolution, or other disposition of all or substantially all of the membership interests or assets of RMPP without prior written notice to Hospital;
- d. Immediate Termination by RMPP. RMPP may terminate this Agreement immediately upon written notice to Hospital if Hospital, or any Hospital-employed or Hospital-contracted individual materially involved in the performance of services under this Agreement, is suspended, excluded, or debarred from participation in any federal health care program, unless Hospital terminates such individual's employment or engagement within sixty (60) days after becoming aware of such suspension, exclusion, or debarment.

- e. Termination By Either Party. This Agreement may be terminated as follows:
 - 1. by mutual written agreement of the Parties;
 - 2. by either Party immediately upon the filing of a petition in bankruptcy, insolvency, or similar proceeding by or against the other Party that is not dismissed within sixty (60) days;
 - 3. by either Party upon thirty (30) days' prior written notice of a material breach by the other Party, provided that such breach is not cured within such thirty (30) day notice period; or
 - 4. immediately by either Party in the event of fraud or willful misconduct by the other Party in connection with this Agreement.
- f. Termination Obligations. Upon termination or expiration of this Agreement, Hospital shall pay RMPP all undisputed fees, costs, and expenses properly owed for services performed under this Agreement through and including the effective date of termination or expiration, in accordance with the payment terms herein.
- g. Effect of Termination. Upon termination or expiration of this Agreement, RMPP's right to access or use Hospital-owned equipment, supplies, systems, personnel, and services shall immediately cease. Each Party shall cease using the other Party's Confidential Information and shall return or destroy such Confidential Information in accordance with this Agreement, except as required by applicable law. Notwithstanding the foregoing, the Parties shall maintain, retain, and store patient medical records in accordance with applicable law, and nothing in this Agreement shall be construed to transfer custody or control of patient medical records from Hospital.

22. Records and Record Keeping

- a. Access to Information. During the Term, each Party shall provide the other with reasonable access to information and records reasonably necessary to perform its obligations under this Agreement, subject to applicable law and confidentiality obligations.
- b. Hospital Systems and Records. Hospital shall retain all right, title, and interest in its electronic medical record systems and patient medical records. RMPP shall have a limited right of access to such systems and records solely as necessary to perform services under this Agreement and as permitted by applicable law.
- c. Confidentiality. Each Party shall protect the confidentiality of the other Party's non-public operational, financial, personnel, and business information and shall use such information solely for purposes of this Agreement, except as required by law.
- d. Record Retention; Legal Access. Hospital shall maintain patient medical records in accordance with applicable law. RMPP shall have reasonable access to patient medical records as necessary to respond to subpoenas, audits, investigations, or claims relating to services performed by RMPP under this Agreement.
- e. Privacy and Security. The Parties shall comply with applicable privacy and security laws, including HIPAA, and shall execute a Business Associate Agreement as required.

23. Confidential Information. In connection with this Agreement, each Party may receive or have access to non-public, proprietary, or confidential information of the other Party, including business methods, trade secrets, financial information, and operational data ("**Confidential Information**"). Each Party agrees to hold the other Party's Confidential Information in strict

confidence and to use such Confidential Information solely for purposes of performing under this Agreement. Neither Party shall disclose the other Party's Confidential Information to any third party except to its officers, directors, employees, agents, or contractors who have a need to know such information for purposes of this Agreement and who are bound by confidentiality obligations no less restrictive than those set forth herein, or as required by applicable law. Notwithstanding the foregoing, RMPP acknowledges and agrees that Hospital's obligations under this Section are subject to Hospital's compliance with the CPRA as set forth in this Agreement, and that any disclosure of Confidential Information made by Hospital in good faith compliance with the CPRA shall not constitute a breach of this Section. [ES2] Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate and that the non-disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity. Any breach of this Section shall constitute a material breach of this Agreement.

24. Intellectual Property. Each party acknowledges the other party's ownership rights in all intellectual property owned by such party. The parties do not anticipate any co-development work or new technology developed from Parties' performance of the Agreement which, if that should change, will be the subject of a separate written agreement between the parties.
25. Non-Solicitation. During the Term of this Agreement, and to the extent allowable under California law, [ES3] Hospital shall not, directly or indirectly, solicit, induce, or encourage any employee or independent contractor of RMPP to terminate or reduce their relationship with RMPP or to cease providing services to RMPP or its affiliates. This Section shall not prohibit (i) general advertisements for employment not specifically targeted at RMPP personnel, (ii) employment decisions made in the ordinary course of business without solicitation, or (iii) the independent professional practice of medicine by any physician or other licensed clinician, including the exercise of independent clinical judgment or patient choice. Nothing in this Section shall be construed to require or encourage referrals, restrict patient choice, or interfere with compliance with applicable healthcare laws.
- a. If any portion of this Section is determined to be unenforceable under applicable law, such portion shall be modified or severed to the minimum extent necessary to comply with such law while preserving the Parties' intent.
 - b. The restrictions set forth in this Section may be modified or waived only by a written agreement executed by authorized representatives of both Parties. Any such modification or waiver shall apply solely to the specific matter addressed in such writing and shall not be deemed a general waiver of this Section.

26. Indemnification

- a. Indemnification by RMPP. RMPP shall defend, indemnify, and hold harmless Hospital, its affiliates, and their respective officers, members, managers, employees, successors, and assigns (collectively, the "Hospital Indemnified Parties") from and against any and all losses, liabilities, damages, claims, penalties, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent caused by RMPP's negligence, gross negligence, or willful misconduct, its acts or omissions in the performance of services under this Agreement, or RMPP's material breach of this Agreement.

- b. Indemnification by Hospital. Hospital shall defend, indemnify, and hold harmless RMPP, its affiliates, and their respective officers, members, managers, employees, successors, and assigns (collectively, the "RMPP Indemnified Parties") from and against any and all losses, liabilities, damages, claims, penalties, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent caused by Hospital's negligence, gross negligence, or willful misconduct, its acts or omissions in connection with this Agreement, including Hospital's operation of its facilities, provision of healthcare services, referral decisions, or material breach of this Agreement.
 - c. Comparative Fault. To the extent that any claim or loss is caused by the concurrent acts or omissions of both Parties, each Party's indemnification obligation shall be limited to its respective proportionate share of fault as determined by agreement of the Parties or by a court of competent jurisdiction.
 - d. Clinical Judgement. Nothing in this Section shall require either Party to indemnify the other for clinical judgment, medical necessity determinations, or referral decisions made by the other Party or its clinicians, except to the extent such claim arises from that Party's gross negligence or willful misconduct.
27. Survival. The provisions of this Agreement which by their nature should survive termination or expiration, including without limitation Sections relating to fees and payment obligations, indemnification, confidentiality, records and record retention, compliance with law, limitation of liability (if any), and dispute resolution, shall survive termination or expiration of this Agreement for the applicable statute of limitations, but only with respect to acts or omissions occurring during the Term.
28. Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed given when delivered: (i) personally, (ii) by a nationally recognized overnight courier, (iii) by certified or registered mail, return receipt requested, or (iv) by electronic mail to the email address designated by the receiving Party, provided no delivery failure notice is received. Notices shall be sent to the addresses or email addresses set forth below or to such other address or email address as a Party may designate by written notice.

HOSPITAL:

Attn: _____
_____@_____

RMPP:

Rural Medical Professional Partners, LLC
1309 Coffeen Avenue STE 1200
Sheridan, Wyoming 82801
Attn: Edward Callahan III MD
drccallahan@ruralinterventions.com

With a copy (which shall not constitute notice) to:

Rural Medical Partners, LLC
1309 Coffeen Avenue STE 1200
Sheridan, Wyoming 82801
Attn: General Counsel

29. Entire Agreement: Amendment. This Agreement, together with all exhibits and schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, or understandings, whether written or oral. This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties, including by electronic signature.
30. Duty to Cooperate. Each Party agrees to cooperate in good faith with the other as reasonably necessary to perform its obligations under this Agreement and to facilitate the provision of services contemplated hereby. Nothing in this Section shall be construed to require either Party to act outside the scope of this Agreement, to incur material additional costs, or to compromise its independent business, clinical, or legal obligations.
31. Renegotiation.
- a. This Agreement shall be construed to be in accordance with any and all federal and state laws, including, without limitation, laws governing the state and federal health care programs and private third party payors. In the event there is a change in such laws, whether by statute, regulation, agency or judicial decision or guidance that has any material effect on any term of this Agreement, then the applicable term(s) of this Agreement shall be subject to renegotiation, and either Party may request renegotiation of the affected term or terms of this Agreement, upon written notice to the other Party, to remedy such condition.
 - b. The Parties expressly recognize that upon request for renegotiation, each Party has a duty and obligation to the other only to renegotiate the affected term(s) in good faith and, further, each Party expressly agrees that its consent to proposals submitted by the other Party during renegotiation efforts shall not be unreasonably withheld provided such proposals would not materially alter the economic outcome of the Agreement.
32. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.
33. Force Majeure. Neither Party shall be liable for, nor deemed in default due to, any failure or delay in performance under this Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, war, terrorism, labor disputes, natural disasters, epidemics or pandemics, or governmental laws, orders, or directives that materially limit or prohibit performance.
34. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.
35. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld, except in connection with a merger, consolidation, or sale of substantially all assets, provided the assignee assumes all obligations hereunder.
36. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is asserted. No waiver shall be deemed a waiver of any other or subsequent breach.

37. Construction. This Agreement has been negotiated by the Parties and shall be construed neither for nor against either Party as the drafter.
38. Exhibits. All exhibits and schedules attached hereto are incorporated into and made a part of this Agreement by this reference.
39. Remedies. Except as otherwise expressly provided herein, the rights and remedies of the Parties under this Agreement are cumulative and in addition to any rights or remedies available at law or in equity.
40. Attorneys' Fees. In any action or proceeding arising out of or relating to this Agreement, each Party shall bear its own attorneys' fees and costs.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the Effective Date.

Rural Medical Professional Partners, LLC

Signed: _____

By: _____

Title: _____

Date: _____

[HOSPITAL]

Signed: _____

By: _____

Title: _____

Date: _____

[Remainder of Page Intentionally Left Blank]

EXHIBIT A
NO REFERRAL POLICY

(For Joint Utilization Between Rural Medical Professional Partners, LLC and [Hospital Name])

1. **Purpose.** The purpose of this Policy is to ensure that the Parties conduct their relationship in full compliance with all applicable federal and state laws governing healthcare referrals and business arrangements, including the Federal Anti-Kickback Statute, the Stark Law, and state equivalents. ***The Parties affirm that no illegal referrals are permitted, expected, required, encouraged, or anticipated under any circumstances.***
2. **No Referral Requirement.** Nothing in the Agreement or this Policy requires either Party to make, accept, influence, or steer referrals of patients, items, or services to the other Party or its affiliates. Any referrals that do occur must be lawful, medically appropriate, and based solely on independent clinical judgment and patient choice.
3. **No Condition of Payment or Performance on Referral.** The Parties agree that the performance of the Agreement, including the payment of any fees, is not conditioned in any way upon the volume or value of referrals.
4. **Independent Judgment.** Each Party shall exercise independent professional judgment in the selection of providers, suppliers, vendors, and services, and shall not attempt to interfere with such independent judgment for the purpose of generating business.
5. **No Financial Incentive for Referrals.** All compensation paid under the Agreement represents the fair market value of bona fide services actually rendered and does not take into account the volume or value of any referrals.
6. **Patient Choice.** The Parties shall honor patient autonomy and choice at all times. Nothing in the Agreement or this Policy shall restrict a patient's freedom to select their healthcare provider or service supplier.
7. **Compliance With Law.** The Parties shall fully comply with all applicable laws, regulations, and guidance governing healthcare referrals, including but not limited to the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), and all relevant state laws. ***The Parties expressly affirm that no illegal referrals will be made, requested, solicited, or accepted.***
8. **No Marketing or Steering for Referral Purposes.** RMPP shall not market Hospital's services, and Hospital shall not market RMPP's services, for the purpose of inducing referrals.
9. **Reporting Concerns.** Each Party shall promptly notify the other Party's designated compliance contact of any suspected violation of this Policy or any conduct that may be inconsistent with applicable referral laws.
10. **No Exclusivity.** This Policy does not grant exclusive rights to referrals or patient business and does not restrict either Party from engaging with other consultants, providers, vendors, or healthcare entities for referral purposes. ***For clarity, nothing in this Policy is intended to limit or modify any exclusivity applicable to administrative services as set forth in the Agreement.***

Signature (RMPP): _____ Printed: _____ Date: _____

Signature (Hospital): _____ Printed: _____ Date: _____

EXHIBIT B
DESCRIPTION OF SERVICES

This *Exhibit B* describes the categories of Services that may be provided by Rural Medical Professional Partners, LLC ("RMPP") under the Agreement. The specific Services provided to Hospital may vary by facility, service line, and time, and shall be provided only as expressly requested or approved by Hospital in writing.

RMPP is a physician-owned entity and, through its employed or contracted physicians and other licensed professionals, may provide professional medical services, including interventional procedures, consultative services, education, and training, as specifically requested by Hospital under this *Exhibit C*. RMPP shall exercise independent medical judgment with respect to the professional services furnished by its physicians.

Notwithstanding the foregoing, all determinations regarding patient referrals, care coordination, treatment pathways, and ongoing patient management shall remain exclusively within the control of Hospital and its employed or contracted clinical personnel. Nothing in this *Exhibit C* shall be construed to permit RMPP to direct, influence, or control the Hospital's referral chain or patient selection.

1. Service Lines. Subject to Hospital's written request or approval, RMPP may provide services in connection with one or more of the following service lines (each, a "Service Line"), as designated by Hospital from time to time:
 - ☒ Interventional Cardiology
 - ☐ Interventional Radiology
 - ☒ Vascular or Endovascular Services
 - ☐
 - ☐ Other Specialty or Procedural Services: _____

Hospital may add or remove Service Lines through Amendment between the Parties.

2. Administrative and Operational Support Services. In connection with one or more approved Service Lines, RMPP may provide non-clinical administrative, operational, and strategic support services, which may include, as applicable:
 - Service-line planning, development, and operational support
 - Workflow design, process optimization, and clinic operations support
 - Staffing models, coverage planning, and scheduling coordination (excluding employment decisions)
 - Non-clinical documentation, coding, and revenue-cycle support
 - Data collection, analytics, reporting, and performance metrics
 - Vendor coordination and supply-chain support (excluding purchasing authority unless expressly authorized)
 - Development and implementation of non-clinical policies and procedures
 - Operational compliance support and administrative education

All such services shall be advisory and administrative in nature.

3. Educational and Training Services. At Hospital's request, RMPP may arrange for physicians or other qualified professionals to provide educational, training, or instructional services to Hospital personnel, which may include:
 - Didactic education regarding procedures, technologies, workflows, or service-line development
 - Clinical education or skills training for Hospital-employed or Hospital-contracted clinicians

- Proctoring, observational support, or mentoring, where permitted by law and Hospital policy
- In-service training or continuing education programs

All educational and training services shall be advisory only. Hospital and its clinicians shall retain sole responsibility for clinical judgment, supervision, credentialing, and patient care.

4. Interventional and Procedural Services. Where permitted by law and expressly requested by Hospital, RMPP may provide physicians or other licensed professionals to perform interventional or procedural services for Hospital patients within an approved Service Line. Any such services shall:
 - Be performed pursuant to Hospital's credentialing, privileging, and peer-review requirements
 - Be subject to Hospital's clinical policies, procedures, and medical staff bylaws
 - Be rendered based on the independent medical judgment of the treating clinician
 - Not influence or determine patient referrals, care pathways, or site-of-service decisions

Hospital shall retain responsibility for patient intake, referrals, medical records, and continuity of care.

5. Service Activation and Modification. The specific services provided under this *Exhibit C* may be activated, modified, expanded, or discontinued on a hospital-by-hospital or service-line basis through written confirmation (including electronic mail) between authorized representatives of the Parties, provided that such services remain within the scope of this *Exhibit C* and the Agreement.
6. No Clinical Control; No Referral Influence. Nothing in this *Exhibit C* shall be construed to:
 - Grant RMPP control over clinical decision-making, medical necessity determinations, or patient referrals;
 - Require, encourage, or condition referrals of patients or business between the Parties;
 - Interfere with patient choice or Hospital's compliance with applicable federal or state law.
7. Relationship to Agreement. This *Exhibit C* is intended to supplement and be interpreted consistently with the Agreement, including the provisions relating to compliance with law, referral neutrality, and independence of clinical judgment.

SCHEDULE 1
FEE SCHEDULE

This Schedule 1 sets forth the fees payable by Hospital to RMPP for services provided under the Agreement, Exhibit C, and any applicable Service Line Addendum. All fees are intended to reflect fair market value for bona fide services actually rendered and are not conditioned on, nor do they vary based upon, the volume or value of referrals.

1. Fee. Hospital shall pay RMPP a fee equal to ____% of Gross-Program Revenue generated in connection with the services provided under this Agreement during the applicable period (the "Percentage Fee").
2. Gross-Program Revenue. For purposes of this Schedule, "*Gross-Program Revenue*" means all amounts billed or collected by or on behalf of Hospital for services performed within the scope of the approved service lines supported by RMPP under this Agreement, including professional and technical components, without regard to payer source, and before deduction for expenses, except as expressly excluded below.
Gross-Program Revenue excludes:
 - Amounts billed or collected for services not within the scope of this Agreement
 - Grants, donations, or third-party subsidies not tied to patient care services
 - Refunds, chargebacks, or recoupments
 - Collections tied to emergent services where such services broke the established referral chain
3. Basis of Compensation. The Parties acknowledge and agree that:
 - The Percentage Fee represents compensation for services actually provided by RMPP under the Agreement
 - The Percentage Fee has been negotiated by the Parties in good faith and reflects the Parties' agreed-upon valuation of the services provided
 - The Percentage Fee shall remain fixed and shall not be adjusted based on individual patient referrals, case mix, or clinical decision-making
4. Billing and Payment. Hospital shall provide RMPP with reasonable revenue reports necessary to calculate the Fee. Parties shall collaborate to calculate the Fee monthly. Payment terms for this Agreement are Net 30 (days).
5. No Guarantee of Volume. Nothing in this Schedule or the Agreement shall be construed as a guarantee of patient volume, revenue, or financial performance. Hospital retains sole discretion over the operation of its facilities and the delivery of healthcare services.
6. Survival and Integration. This Schedule is incorporated into and made part of the Agreement and shall remain effective for the duration of the Term unless modified by written agreement of the Parties.

SERVICE LINE ADDENDUM[ES4]

This *Service Line Addendum* ("Addendum") is entered into pursuant to, and incorporated by reference into, that certain Services Agreement (the "Agreement") by and between Rural Medical Professional Partners, LLC ("RMPP") and _____ ("Hospital"), effective as of the date set forth below. Capitalized terms not defined herein shall have the meanings assigned in the Agreement.

1. Approved Service Lines. Hospital hereby requests and approves RMPP to provide services in connection with the following Service Line(s), as described in Exhibit C to the Agreement:

- ☒ x Interventional Cardiology
- ☐ Interventional Radiology
- ☒ x Vascular / Endovascular Services
- ☐
- ☐ Other (specify): _____

2. Scope of Services. For the Service Line(s) identified above, RMPP may provide one or more of the following categories of services, as requested by Hospital and within the scope of Exhibit C:

- ☐ Administrative and operational support services
- ☐ Educational and training services
- ☐ Interventional and procedural services (where permitted by law)

The specific nature, frequency, and extent of services shall be coordinated between the Parties from time to time and may vary based on Hospital needs.

3. Effective Date and Duration. Services under this Addendum shall commence on [Effective Date] and shall continue until modified or discontinued by either Party upon written notice, subject to the terms of the Agreement.
4. Compensation. Compensation for services provided under this Addendum shall be paid in accordance with **Schedule 1** to the Agreement, as applicable to the Service Line(s) and services selected herein. No compensation shall be conditioned on the volume or value of referrals.
5. No Referral or Clinical Control. Nothing in this Addendum shall be construed to:
- Require or encourage referrals between the Parties;
 - Grant RMPP control over patient referrals; or
 - Interfere with patient choice or Hospital's compliance with applicable law.
6. Consistency with Agreement. This Addendum is intended to supplement and be interpreted consistently with the Agreement and Exhibit C. In the event of any conflict, the Agreement shall control.

Rural Medical Professional Partners, LLC

Signed: _____

By: _____

Title: _____

Date: _____

[HOSPITAL]

Signed: _____

By: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE AGREEMENT

Preamble

In order to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, 42 U.S.C. §§ 1320d through 1320d-8) as amended, ("HIPAA"), Title XIII of the American Recovery and Reinvestment Act of 2009 (20 Public Law 111-5, 123 Stat. 115) ("ARRA"), which is the Health Information Technology for Economic and Clinical Health Act, including without limitation 42 U.S.C.A. § 300jj-17 as amended ("HITECH"), and its implementing regulations, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 as amended ("HIPAA Rules"), IMPERIAL VALLEY HEALTHCARE DISTRICT, a local health care district formed under California Health & Safety Code §§ 32000 et. seq. ("Covered Entity") and _____ ("Business Associate"), enter into this Business Associate Agreement ("BA Agreement"), effective as of the date identified on the signature page ("Effective Date") and agree as set forth below. Business Associate and Covered Entity may be referred to as "Party" or "Parties" in this BA Agreement.

1. DEFINITIONS

- a. **Administrative Safeguards:** "Administrative Safeguards" shall mean administrative actions and policies and procedures used to manage the selection, development, implementation, and maintenance of security measures to protect Electronic Protected Health Information and to manage the conduct of the Business Associate's workforce in relation to the protection of that information, as is more particularly set forth in 45 C.F.R. § 164.308 as amended.
- b. **Breach:** "Breach" shall mean the acquisition, access, use, or disclosure of Protected Health Information not permitted by HIPAA Rules which compromises the security or privacy of Protected Health Information as defined in 45 C.F.R. § 164.402 as amended.
- c. **Business Associate:** **Business Associate** shall have the same meaning as that term as defined in the HIPAA Rules, 45 C.F.R. § 160.103 as amended. In order for Business Associate to perform its obligations, Covered Entity must disclose certain Protected Health Information that is subject to protection under HIPAA Rules. For purposes of this BA Agreement, "Business Associate" is identified in the Preamble.
- d. **Catch-all Definition:** Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms in HIPAA, HIPAA Rules, ARRA, HITECH, and applicable laws and regulations, as amended.
- e. **Covered Entity:** Covered Entity is defined by law as persons, organizations, and agencies that meet the definition of a "covered entity" in 45 C.F.R. § 160.103 as amended. For purposes of this BA Agreement, "Covered Entity" is identified in the Preamble.
- f. **Designated Record Set:** "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records about Individuals maintained by or for the Covered Entity or used, in whole or in part, by or for the Covered Entity to make decisions about Individuals, as defined in 45 C.F.R. § 164.501 as amended.

g. Electronic Protected Health Information: “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted or maintained in electronic media or format, as defined in 45 C.F.R. § 160.103 as amended.

h. Encryption: “Encrypt” or “Encryption” shall mean the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as defined in 45 C.F.R. § 164.304 as amended.

i. Individual: “Individual” shall mean “individual” as defined in 45 C.F.R. § 160.103 as amended and shall include a person who qualifies as a Personal Representative in accordance with 45 C.F.R. § 164.502(g) as amended.

j. Physical Safeguards: “Physical Safeguards” shall mean the physical measures, policies and procedures used to protect Business Associate’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion, as is more particularly set forth in 45 C.F.R. § 164.310 as amended.

k. Privacy Rule: “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 C.F.R. parts 160 and 164 as amended.

l. Protected Health Information: Protected Health Information (“PHI”) shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. For example, PHI includes information contained in a patient’s medical and billing records, as defined in 45 C.F.R. § 160.103 as amended.

m. Required by Law: “Required by Law” shall have the same meaning as the term “required by law” defined in 45 C.F.R. § 164.103 as amended.

n. Secretary: “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.

o. Security Incident: “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 C.F.R. § 164.304 as amended.

p. Security Rule: “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information in 45 C.F.R. parts 160 and 164 as amended.

q. Technical Safeguards: “Technical Safeguards” shall mean the technology and the policy and procedures for its use that protect Electronic Protected Health Information and control access to it, as is more particularly set forth in 45 C.F.R. § 164.312 as amended.

r. Underlying Contract: “Underlying Contract” shall mean the contract for services (including where applicable, related products) between Covered Entity and Business Associate that constitutes the main agreement between the Parties to which this BA Agreement is attached.

s. Unsecured Protected Health Information: “Unsecured Protected Health Information” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary, as defined in 45 C.F.R. § 164.402 as amended.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. *Business Associate shall not use or disclose PHI other than as permitted in this BA Agreement or as Required by Law.*

b. *Business Associate shall use reasonable and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of PHI other than as provided for in this BA Agreement and to comply with the Security Rule with respect to Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on the Covered Entity's behalf.*

c. *Business Associate will comply with the standards, requirements, and implementation specifications adopted under the Privacy Rule that apply to the Business Associate with respect to the PHI of the Covered Entity. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate must comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.*

d. *Business Associate shall mitigate, to the extent practicable, and will act in good faith with Covered Entity, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.*

e. *Business Associate shall report in writing to the Covered Entity, in accordance with Section 3(d)(1)–(4) of this BA Agreement, promptly and no later than three (3) business days after discovery, any use or disclosure of PHI not provided for by this BA Agreement of which it becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C) as amended, including Breaches of Unsecured Protected Health Information as required at 45 CFR § 164.410 as amended, and any Security Incident of which it becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C) as amended.*

f. *Business Associate shall not disclose PHI to any subcontractor without the prior written consent of Covered Entity. In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), as amended, and if Covered Entity provides written consent, Business Associate shall ensure that any agent, including any subcontractors, that create, receive, maintain, or transmit PHI on behalf of Business Associate, agree to the same restrictions and conditions, in writing, that apply through this BA Agreement to Business Associate with respect to such PHI. Business Associate ensures that any subcontractors, including any agents of the Business Associate that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of the Business Associate agree, in writing, to comply with the Security Rule.*

g. *Unless prohibited by the attorney-client or other applicable legal privileges, Business Associate shall make its internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a prompt and timely manner as designated by the Secretary, for purposes of determining Covered Entity's compliance and Business Associate's compliance with HIPAA Rules.*

h. *Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an Accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 as amended.*

i. Business Associate and its agents or subcontractors shall, within thirty (30) days of notice by Covered Entity of a request for an accounting of disclosures of PHI, make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528 as amended, and its obligations under HITECH, including but not limited to 42 U.S.C. § 17935(c) as amended, as determined by Covered Entity. The provisions of this Subparagraph 2.i shall survive the termination of this BA Agreement.

j. Business Associate shall make available PHI maintained by Business Associate or its agents or subcontractors in a Designated Record Set to the Covered Entity for inspection and copying within fifteen (15) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 as amended. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under HITECH, including, but not limited to, 42 U.S.C. § 17935(e) and 45 CFR § 164.524, as amended.

k. Business Associate, or its agents or subcontractors, shall within thirty (30) days of receipt of a request from the Covered Entity or an individual for an amendment of PHI or a record about an individual contained in a Designated Record Set make any amendments of PHI that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 as amended. This provision applies only to PHI received or created by Business Associate pursuant to this BA Agreement, if Business Associate possesses such PHI.

l. Business Associate may provide data aggregation services, as requested by the Covered Entity, relating to the Health Care Operations of the Covered Entity, and to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under HIPAA Rules, comply with the requirements of HIPAA Rules that apply to the Covered Entity in the performance of such obligation(s).

m. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 45 CFR §§ 164.501 and 164.508(a)(3), as amended.

n. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 45 CFR § 164.514(f) as amended.

o. Business Associate shall take all necessary steps, at the request of Covered Entity, to comply with requests by Individuals not to send PHI to a Health Plan in accordance with 45 CFR § 164.522(a) as amended.

p. Effective December 23, 2024, in accordance with 45 C.F.R. §164.502(a)(5)(iii), Business Associate shall not disclose Reproductive Health Care PHI: (a) to conduct a criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care; (b) to impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care; or (c) to identify any person for such purposes. Additionally, in accordance with 45 C.F.R. §509 Business Associate shall receive a valid attestation for certain uses or disclosures of PHI that potentially relate to reproductive health care.

3. HIPAA SECURITY RULE REQUIREMENTS

Business Associate shall:

a. secure all Electronic Protected Health Information through the use of encryption and/or destruction as provided by HITECH, the HITECH Omnibus Rule (published at 78 Fed. Reg. 5566 on Jan. 25, 2013 *as amended*) and HIPAA Rules, including without limitation 45 C.F.R. § 164.312. Business Associate shall so encrypt and/or destroy all Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity through all methods of data transmission, including secure email and on portable devices and removable media. If Business Associate elects destruction of PHI, then Business Associate shall comply with those provisions regarding destruction as contained in Section 8(e) of this BA Agreement. The Business Associate shall, however, encrypt Electronic Protected Health Information transmitted by the Business Associate to the Covered Entity over a public network.

b. *implement and document, as set forth in 45 C.F.R. § 164.316 as amended, Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by 45 C.F.R. Part 164 as amended, and specifically, but not exclusively, including the following:*

(1) *Ensure the confidentiality, integrity, and availability of all Electronic Protected Health Information the Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity;*

(2) *Protect against any reasonably anticipated threats or hazards to the security or integrity of such information;*

(3) *Protect against any reasonably anticipated uses or disclosures of such information that are not permitted under this Agreement or required under HIPAA Rules; and*

(4) *Ensure compliance with these sections by its Workforce.*

c. *ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement and document reasonable and appropriate Administrative Safeguards, Physical Safeguards, and Technical Safeguards, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and a Business Associate.*

d. *report to the Covered Entity, in writing, within three (3) business days of becoming aware of or discovering any: (i) Breach; (ii) Security Incident; (iii) incident that involves an unauthorized acquisition, access, use or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach; (iv) use or disclosure of PHI not permitted by this BA Agreement by the Business Associate, its contractors and agents. Creation of this report is necessary in order to comply with HIPAA Rules and specifically, 45 C.F.R. § 164.410 beginning as of its effective date of 45 C.F.R. Part 164. The content of such a written report of the Business Associate to the Covered Entity shall include, without limitation:*

(1) *A brief description of what happened and how the Breach occurred, including date of the Breach or Security Incident(s) or other inappropriate or impermissible or unlawful use or disclosure of PHI, if known, and the date of discovery of the Breach;*

(2) *A description of the types of PHI that were involved (e.g. SSN, name, DOB, home address, account number or disability code)*

(3) *identification and the contact information for the individuals who were or who may have been affected by the Breach (e.g., first and last name, mailing address, street address, phone number, email address) to mitigate harm to the individuals and to protect against further breach; and*

(4) *A brief description of what the Business Associate has done or is doing to investigate the Breach and to mitigate harm to the individuals affected by the Breach. Business Associate shall pay the actual, reasonable costs of Covered Entity to provide required notifications. Business Associate shall also pay the costs of conducting an investigation of any incident required to be reported under this Section 3(d).*

e. assist the Covered Entity and act in good faith and to assist, and mitigate potential or actual harms or losses including but not limited to any actual monetary costs due to the Business Associate or its agent(s) or contractor(s) fault or liability and to assist and protect PHI, if appropriate, and to further protect any known suspected or actual Breaches, Security Incidents, or known inappropriate or unlawful use or disclosure of PHI;

f. make its policies and procedures, and documentation required by Section 3 of this Agreement relating to such safeguards, available to the Secretary and to the Covered Entity for purposes of determining the Business Associate's compliance with Section 3 of this BA Agreement and with the Privacy Rule in general; and

g. authorize termination of the relationship with Covered Entity if Covered Entity notifies the Business Associate of a pattern of an activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligation under this Agreement and the Business Associate has failed to cure the breach or end the violation in accordance with Section 8(d) of this BA Agreement.

4. HITECH PROVISIONS

a. Without limiting any uses or disclosures expressly permitted in the BA Agreement, Business Associate shall not sell, or receive remuneration for, either directly or indirectly, PHI created or received for or from Covered Entity or use or disclose PHI for purposes of marketing or fundraising, as defined and proscribed in HIPAA Rules.

b. Effective upon the compliance date applicable to the Covered Entity, Business Associate shall record all disclosures by Business Associate of PHI required to be recorded by regulations promulgated by the Secretary pursuant to ARRA with respect to the Accounting obligation.

c. Business Associate shall limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set, and (ii) in all other cases subject to the requirements of 45 C.F.R. § 164.502(b) as amended, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

d. In the event Business Associate breaches the BA Agreement and termination of the Service Agreement(s) between the Parties is not feasible, the Business Associate shall report the breach to the Covered Entity and to the Secretary, if applicable, consistent with 45 C.F.R. § 164.504(e)(1)(i) as amended and HIPAA Rules.

e. *To the extent Business Associate is acting as a Business Associate of Covered Entity, Business Associate may be subject to the penalty provisions specified in § 13404 of ARRA as amended and HIPAA Rules.*

f. *Nothing in the BA Agreement shall be construed to create an agency relationship between the Parties.*

5. *PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE*

Except as otherwise limited in this BA Agreement and as necessary to perform the services set forth in the Underlying Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in this BA Agreement and as necessary to perform the services set forth in the Underlying Contract, provided that such use or disclosure would not violate HIPAA Rules if done by Covered Entity. Business Associate may use PHI (i) for the proper management and administration of the Business Associate, (ii) to carry out the legal responsibilities of the Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of the Covered Entity. Business Associate will make no other Disclosures of PHI, whether written or oral, to any third-party, without Covered Entity's express advance written consent or an order from a judge specifically authorizing disclosure of the PHI.

6. *SPECIFIC USE AND DISCLOSURE PROVISIONS*

Except as otherwise limited in this BA Agreement, Business Associate may use PHI for: (i) the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; (iii) as Required by Law; or (iv) for Data Aggregation purposes for the Health Care Operations of the Covered Entity. If Business Associate discloses PHI to a third-party, Business Associate must obtain, prior to making any such disclosure, (i) Covered Entity's express advance written consent or an order from a judge specifically authorizing disclosure of the PHI, (ii) reasonable written assurances from such third-party that PHI will be held confidential as provided pursuant to this BA Agreement and only disclosed as Required by Law or for the purposes for which it was disclosed to such third-party, and (iii) a written agreement from such third-party to immediately notify Business Associate of any breaches of confidentiality of PHI, to the extent it has obtained knowledge of such breach.

7. *OBLIGATIONS OF COVERED ENTITY*

a. *Covered Entity shall make available to Business Associate a copy of and shall notify Business Associate of any limitations in its Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520 as amended, as well as any changes to such notice.*

b. *Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.*

c. *Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to if such restriction affects Business Associate's permitted or required uses and disclosures in accordance with 45 C.F.R. § 164.522 as amended. Effective September 23, 2013, Business Associate shall, upon receipt of*

written notification, not Disclose PHI that pertains solely to a health care item or service for which the health care provider has been paid out-of-pocket in full to any health plan for purposes of carrying out payment or health care operations.

d. *Covered Entity shall obtain any consent, authorization, or permission that may be required by HIPAA Rules or applicable state laws and/or regulations prior to furnishing Business Associate the Protected Health Information pertaining to the Individual.*

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

8. *TERM AND TERMINATION*

a. *Term: The Term of this BA Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of Section 8 of this BA Agreement.*

b. *Material Breach by Business Associate: A breach by Business Associate of any provision of this BA Agreement, as determined by Covered Entity, shall constitute a material breach of the Underlying Contract and shall provide grounds for termination of the Underlying Contract, any provision in the Underlying Contract to the contrary notwithstanding, with or without an opportunity to cure the breach. If termination of the Underlying Contract is not feasible, Covered Entity will report the problem to the Secretary.*

c. *Material Breach by Covered Entity: Pursuant to 42 U.S.C. § 17934(b) as amended, if Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Underlying Contract or BA Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Underlying Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary.*

d. *Termination for Cause: Upon Covered Entity's knowledge of a material breach of this BA Agreement by Business Associate, Covered Entity may either i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BA Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, but not less than thirty (30) days, or ii) immediately terminate this BA Agreement and the Underlying Agreement if Business Associate has breached a material term of this BA Agreement and cure is not possible. Covered Entity may, at its discretion, require Business Associate to submit reports to demonstrate that the breach has been cured or the violation has ended.*

e. *Effect Upon Termination: Except as provided in paragraph (d) of Section 8 of this BA Agreement, upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. §164.504(e)(2)(J) and C.F.R. §164.504(e)(5), as amended, in any form that is received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. If Covered Entity elects destruction of PHI, then Business Associate shall certify in writing to Covered Entity that such PHI has been*

destroyed. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BA Agreement, particularly with respect to Sections 2 and 3 of this BA Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

9. MISCELLANEOUS

a. Regulatory References: A reference in this BA Agreement to a section in HIPAA Rules (e.g., Privacy Rule, HIPAA Security Rule, HITECH, and Notification in the case of Breach of Unsecured Protected Health Information Rule) means the section as in effect or as amended, and for which compliance is required.

b. Amendment:

(i) The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for Covered Entity and Business Associate in order to comply with the requirements of HIPAA Rules, HIPAA HITECH, applicable regulations, and other applicable laws.

(ii) This BA Agreement may be amended only by the signed mutual written consent of the Parties. The Parties agree to negotiate in good faith any modification to this BA Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including without limitation regulations promulgated pursuant to HIPAA, HIPAA Rules, or HITECH, court decisions or relevant government publication and/or interpretive policy affecting the use or disclosure of PHI. Covered Entity may terminate the Underlying Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Underlying Contract or BA Agreement when requested by Covered Entity pursuant to Section 9(b) or (ii) Business Associate does not enter into an amendment to the Underlying Contract or BA Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

c. Survival: The respective rights and obligations of Business Associate under Section 8(e) of this BA Agreement shall survive the termination of this BA Agreement until all PHI received from Covered Entity has been returned or destroyed.

d. Construction of Terms and Interpretation: The terms of this BA Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, HIPAA Rules, HITECH Act, or any other applicable provisions of ARRA issued by the U. S. Department of Health and Human Services ("HHS") or the Office for Civil Rights and the Center for Medicare and Medicaid Services at HHS and the U.S. Federal Trade Commission. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, HIPAA Rules, HITECH, and applicable laws and regulations.

e. Contradictory Terms: Any provision of the Underlying Contract that is directly contradictory to one or more terms of this BA Agreement ("Contradictory Term") shall be

superseded by the terms of this BA Agreement as of the Effective Date of this BA Agreement: to the extent and only to the extent of any such Contradictory Term, solely for the purpose of the Covered Entity's compliance with HIPAA, HIPAA Rules, HITECH, and applicable laws and regulations and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this BA Agreement. This BA Agreement and the Underlying Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, and HIPAA Rules, including the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Business Associate and Covered Entity to comply with the HIPAA Rules and applicable state laws. Except as specifically required to implement the purposes of this BA Agreement, all other terms of the Underlying Contract shall remain in force and effect.

f. Ownership of PHI: The PHI to which Business Associate, or any agent or contractor, or subcontractor of Business Associate has access under this BA Agreement shall be and remain the property of Covered Entity.

g. Notices: Any notice, demand, or communication required or permitted to be given by any provision of this BA Agreement shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to an authorized agent of the Party designated to receive such notice, or if by an overnight-courier service, then the next business day after delivery, as long as an authorized signature is obtained, or on the fifth (5th) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the address(es) noted below, or to such other or additional address as any Party timely designates by written notice to the other Party.

h. Severability: If any provision of this BA Agreement is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, then any such invalid or unenforceable provision shall be severed from this BA Agreement, and all other provisions of this BA Agreement shall remain in full force and effect if such can reasonably be done in conjunction with the original intent of this BA Agreement.

i. Assignment: No assignment of the rights or obligations of either Party under this BA Agreement shall be made without the express written consent of the other Party, which consent shall not be unreasonably withheld.

j. Successors and Assigns: This BA Agreement shall be binding upon, and shall inure to the benefit of, the Parties, their respective successors and permitted assignees.

k. Waiver of Breach: Waiver of breach of any provision of this BA Agreement shall not be deemed a waiver of any other breach of the same or different provision.

l. Indemnification; Limitation of Liability: To the maximum extent permitted by law, Business Associate shall indemnify, defend and hold harmless Covered Entity, its directors and employees from any and all liability, claim, lawsuit, injury, loss, expense or damage, including attorneys' and consultants' fees resulting from or relating to: (i) any negligent or fraudulent act or omission of Business Associate (including its employees, agents, delegates, representatives, or subcontractors); (ii) a violation of HIPAA by Business Associate (including its employees, agents, delegates, representatives, or subcontractors); (iii) a breach of this BA Agreement by Business Associate (including its employees, agents, delegates, representatives, or subcontractors); or (iv) or any other acts or omissions of Business Associate (including its employees, agents, delegates, representatives, or subcontractors) in connection with the

representations, duties, and obligations of Business Associate under this BA Agreement. Any limitation of liability contained in the Underlying Contract shall not apply to the indemnification requirement of this provision. This provision, 9-l, shall survive the termination of the BA Agreement.

m. Assistance in Litigation: Business Associate shall make itself and any employees, agents, delegates, representatives, or subcontractors assisting Business Associate in the performance of its obligations under the Underlying Contract (or Addendum) available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise assist in the defense, in the event of litigation or administrative proceedings brought against Covered Entity, its directors, officers, agents, or employees based upon a claim of violation of HIPAA, HITECH, HIPAA Rules, including the Privacy Rule and the Security Rule, or other laws related to PHI security and privacy, except where Business Associate or its employee, agent, delegate, representative, or subcontractor is named as a party adverse to Covered Entity.

n. No Third-Party Beneficiaries: Nothing express or implied in the Underlying Contract or this BA Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate (and their respective successors or assigns), any rights, remedies, obligations or liabilities whatsoever. This provision, 9-n, shall survive the termination of the BA Agreement.

o. Headings: The headings or captions provided throughout this BA Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this BA Agreement.

p. Governing Law, Jurisdiction, and Venue: These Terms and Conditions shall be governed by, construed and enforced in accordance with the laws of the State of California regardless of the choice-of-law rules of any jurisdiction. Each Party irrevocably agrees that the courts of the State of California located in Imperial County shall have the sole and exclusive jurisdiction with respect to any action or proceeding at law or in equity arising out of or relating to these Terms and Conditions. Each Party hereby submits to the personal jurisdiction of, and venue in, such forum, and expressly waives any claim of lack of jurisdiction, improper venue, or that such venue constitutes an inconvenient forum. This provision, 9-p, shall survive the termination the BA Agreement.

q. HIPAA Compliance: Business Associate will comply with all current and future applicable provisions of HIPAA, HIPAA Rules, HITECH, to, and applicable laws and regulations.

r. Covered Entity's Name and Logo: Business Associate shall not use the Covered Entity's name, trade-name, trade-mark, service marks, brands, or logos except upon the prior written consent of the Covered Entity by a duly authorized signatory.

s. Entire Agreement of the Parties: With the exception of the Underlying Contract, this BA Agreement supersedes any and all prior and contemporaneous business associate agreements or addenda between the Parties, and constitutes the final and entire agreement between the Parties hereto with respect to the subject matter hereof. With the exception of the Underlying Contract, no other agreement, statement, or promise, with respect to the subject matter of this BA Agreement, not contained in this BA Agreement, shall be valid or binding.

t. Identity Theft Program Compliance: To the extent that Covered Entity is required to comply with the final rule entitled "Identity Theft Red Flags and Address Discrepancies under

the Fair and Accurate Credit Transactions Act of 2003,” as promulgated and enforced by the Federal Trade Commission (16 C.F.R. Part 681 as amended ; “Red Flags Rule”), and to the extent that Business Associate is performing an activity in connection with one or more “covered accounts,” as that term is defined in the Red Flags Rule, pursuant to the Underlying Contract, Business Associate shall establish, and comply with, its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of Covered Entity’s Red Flags Program. Business Associate shall provide its services pursuant to the Underlying Contract in accordance with such policies and procedures. Business Associate shall report any detected “red flags” (as that term is defined in the Red Flags Rule) to Covered Entity and shall cooperate with Covered Entity to take appropriate steps to prevent and mitigate identity theft.

u. Independent Contractor Relationship: The parties acknowledge and agree that Business Associate is an independent contractor and not an employee of Covered Entity, and nothing contained herein shall be construed by the parties or any third person to create the relationship of partners, joint venture, principal and agent, employer and employee or any association other than contracting parties to this BA Agreement. Business Associate shall have the right to operate its business as it chooses, and Covered Entity does not have the right or ability to control Business Associate as to the specific means or manner in which Business Associate discharges its duties hereunder.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have duly executed this BA Agreement as of

_____.

COVERED ENTITY, IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____

Signature

Printed Name

Title

BUSINESS ASSOCIATE, Rural Medical Professional Partners, LLC

By: _____

Signature

Printed Name: _____

Title: _____

NOTICE:

If to Covered Entity:

*Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 9227
Attn: _____*

If to Business Associate:

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: September 2026

SUBJECT: Authorization to approve Emergency Medical Care On-Call for Clinicas de Salud del Pueblo dba Innercare.

BACKGROUND: This agreement is for On-Call Emergency Medical Care/OBGYN services for Imperial Valley Health Care District.

KEY ISSUES: Physician will be compensated at a base compensation of (\$1,500) for each twenty-four hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than twenty-four hours. NO changes from previous contract

CONTRACT VALUE: approximately \$300,000 value varies depending on Call Coverage and needs.

CONTRACT TERM: 1 year

BUDGETED: No

BUDGET CLASSIFICATION: On-Call

RESPONSIBLE ADMINISTRATOR: Carly Zamora

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

FIRST OR SECOND SUBMITTAL: ☒ 1st ☐ 2nd

RECOMMENDED ACTION: Authorization to approve Emergency Medical Care On-Call for Clinicas de Salud del Pueblo dba Innercare

Comp-01, Compliance Officer 8/2018



EMERGENCY MEDICAL CARE/OBSTETRICS & GYNECOLOGY SERVICES ON-CALL COVERAGE AGREEMENT

This Agreement "**Agreement**" shall be effective as of _____, 2025 (the "**Effective Date**"), and is entered into by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq.*, ("**Hospital**") Clinicas de Salud del Pueblo, INC., D/B/A Innercare a California non-profit and federally qualified health clinic ("**Physician**"). Hospital and Physician are sometimes referred to individually as a "**Party**" and collectively as "**Parties**".

RECITALS

A. WHEREAS, Hospital is owner and operator of Pioneers Memorial Hospital, an acute care hospital located at 207 West Legion Road, Brawley, California and by the Effective Date, may also own and operate a second general acute hospital located in El Centro, California;

B. WHEREAS, Hospital operates an obstetrics and gynecology department on its premises, to serve the members of the community and other persons who may require immediate medical and/or hospital services related to obstetrics and gynecology (the "**Department**");

C. WHEREAS, In order to maintain "on-premises" emergency services, Hospital and Physician recognize that Hospital must comply with relevant statutory and administrative requirements including those set forth as follows. Pursuant to California Administrative Code Title 22 section 70455, the Department must provide experienced physicians in specialty categories to be available twenty-four hours a day, which specialties include obstetrics and gynecology. In addition, since the Hospital has an emergency department, the Hospital must comply with the Emergency Medical Treatment and Active Labor Act ("EMTALA"; 42 USC section 1395dd) and the regulations thereunder. Under EMTALA, the Department must provide for appropriate medical screening examination within the capability of the Department including ancillary services routinely available therein including the services of an obstetrician-gynecologist; and

D. WHEREAS, Physician has the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital to share such coverage services with other obstetric-gynecologist physicians, as herein below described.

NOW THEREFORE, in consideration of the mutual promises made, the receipt and sufficiency of which are acknowledged, Hospital and Physician hereby agree as follows:

AGREEMENT

1 Duties and Obligations of Physician

1.1 Adequate Coverage. Hospital hereby contracts with Physician to provide on-call obstetrics and gynecological coverage in the Hospital. Physician shall provide a monthly schedule of his availability for on-call obstetrics and gynecology coverage in the Hospital to the Hospital's Chief of Staff and Hospital's Medical Staff Director at least thirty (30) days prior to the commencement of the month for which the schedule applies.

Billing. Physician shall bear exclusive responsibility for billing and collection for Physician's professional services rendered in the Department and Hospital shall have no responsibility for said billing and collection activities.

1.2 Coverage Services.

1.2.1 Physician agrees that he will provide obstetric and gynecological services as set forth in **Exhibit A**, (the "**Coverage Services**"). During such times when Physician is providing the Coverage Services, he shall devote sufficient time and be available to adequately perform such services. In the event Physician is not physically present in the Hospital when he is providing the Coverage Services, he agrees to be present at the Hospital within thirty (30) minutes from a call or page by the Department requesting his presence, as required by EMTALA. "Present" means that Physician will be physically located in the Hospital. Physician understands and agrees that pursuant to the terms of this Agreement, he may not request a Certified Nurse Midwife or other Advanced Care Provider to provide Coverage Services in his place when Physician is on-call. If Physician fails to personally provide the Coverage Services and/or present to the Hospital within the time required under this Agreement, such action shall constitute a breach of this Agreement.

1.2.2 Physician agrees to participate on a regular basis in rotation with other physicians who have agreed to perform obstetric and gynecological services, including but not limited to labor and delivery services.

1.2.3 Physician will provide services according to the quality assurance criteria established by Hospital through its Quality Management Program.

1.2.4 Physician agrees that the Hospital's medical staff ("**Medical Staff**") may, at its sole discretion, review Physician's clinical performance in reviewing and evaluating Physician's obstetric and gynecological services.

1.2.5 Physician will notify Hospital in the event he is unable to provide the Coverage Services and shall be responsible to arrange for a substitute qualified physician to provide the Coverage Services and shall communicate any such substitution to Hospital's Medical Staff Director no less than twenty-four (24) hours before Physician's on-call shift to provide Coverage Services is scheduled to begin.

1.3 Accounting for Services Performed. Physician shall provide a monthly certification of services provided ("**Certification Log**") in the format set forth in the attached **Exhibit B**, to the Hospital's Chief Executive Officer ("**CEO**") each month. This Certification Log must be legible, identify the time and date services were performed, and specify the nature of the Physician's activity. Because either Physician or Hospital may be called upon by either state or federal government authorities to provide a detailed summary of services performed, Physician acknowledges and understands that if he does not provide a Certification Log in the manner specified herein, the Hospital will withhold any compensation due Physician from Hospital pursuant to this Agreement until such information is provided. Repeated failure to provide a Certification Log in the manner specified shall constitute a breach of this Agreement.

1.4 Malpractice Insurance. Physician shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the bylaws, rules and regulations governing Hospital Medical Staff physicians in a minimum amount of one million (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) aggregate.

1.5 Reporting Requirements. Physician shall provide to the Hospital's Chief of Staff, Medical Staff, Hospital Emergency Department, Obstetrics and Gynecology Department, and Hospital Administration the current numbers for his office, residence and cellular telephones and to his mobile pager. Physician further agrees that he will report as provided in Section 1.3 above.

1.6 Transferring Physician. At any time when the Physician is providing emergency Coverage Services pursuant to the terms of this agreement and assumes responsibility for the care or treatment of a patient of the Emergency room or of an admitted patient and such patient requires transfer to another facility, Physician agrees that he will act as the transferring physician assuring that all matters required for the transfer of such patient are completed expeditiously. If Physician is unable to effectuate a transfer, then Physician shall contact the Hospital's Chief of Staff to assist in facilitating with such a transfer. Physician shall also provide Coverage Services when applicable to patients who are transferred to Hospital's emergency department from another hospital as required by EMTALA.

1.7 Professional Qualifications. Physician shall at all times (i) be certified or qualified for certification by the American Board of Obstetrics and Gynecology; (ii) maintain an unrestricted license to practice medicine in California; (iii) be a participating physician in Medicare and in MediCal; (iv) maintain medical staff membership in good standing at Hospital; (v) maintain clinical privileges in obstetrics and gynecology, as deemed necessary by Medical Staff, and (vi) maintain professional liability coverage, in such amounts and as required by Hospital in Section 1.5.

2 Duties & Obligations of Hospital

2.1 Hospital shall ensure that there is sufficient staff skilled and knowledgeable in obstetrics and gynecology to support Physician in the care and treatment of patients.

2.2 Compensation. The hospital shall pay the Physician one thousand five hundred

dollars (\$1,500.00) for each twenty-four (24) hour weekday on-call period covered during each month.

2.3 Payment. Compensation will be paid within thirty (30) days of receipt of a legible, complete and properly submitted Certification Log which includes detailing the obstetric and gynecological services provided. As a required condition for payment, all patient charts must be completed and locked before compensation will be paid.

3 Term and Termination

3.1 Term of Agreement. The term of this Agreement is twelve (12) months and shall commence on the Effective Date and remain in effect through _____, 2027.

3.2 Termination.

3.2.1 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 written notice of the breach and has failed to cure said breach within thirty (30) days of the mailing by the non-breaching Party of such notice.

3.2.2 Immediate Termination. In the event that Physician's medical license is revoked or medical staff privileges at Hospital are suspended, as determined by the Medical Staff, such action will be considered an incurable breach by Physician and this Agreement shall immediately terminate without further notice or cure period.

3.2.3 Jeopardy Event. Should the performance of either Party of any term, covenant, condition, or provision of this Agreement jeopardize the Hospital's license, Hospital's participation in Medicare, MediCal, other reimbursement or payment program (for example Blue Cross), Hospital's full accreditation by DNV Healthcare or any other state or nationally recognized accreditation organization, or the tax-exempt status of the Hospital's bonds or any other Hospital's tax-exempt financing, or it is deemed illegal or unethical by any recognized body, agency or association the medical or hospital fields and the jeopardy or violation has not been or cannot be cured in within thirty (30) days from the date of notice of such jeopardy or violation has been communicated to the Parties, the Agreement shall immediately terminate.

3.2.4 No Cause Termination. It is also understood and agreed that either Party may terminate this Agreement upon ninety (90) days' written notice to the other without cause, however, the Parties understand and agree if this agreement is terminated without cause prior to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

4 General Terms and Conditions

4.1 Independent Contractor. Physician is engaged as an independent contractor with Hospital in performing all work, duties and obligations hereunder. The parties expressly agree that no work, act, commission or omission of Physician pursuant to the terms and conditions of

this Agreement shall be construed to make or render Physician the agent or servant of Hospital. Physician 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.

4.2 Treatment of MediCal and Medicare Patients. Physician shall not refuse treatment to MediCal or Medicare patients and shall participate in managed-care contracts in which Hospital does or will participate.

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

4.4 Severability. In the event that any of the terms and provisions of this Agreement is 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 continue and remain unaffected. 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.

4.5 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 four (4) years after the termination of this Agreement, Physician 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 Physician under this Agreement. Physician further agrees that in the event Physician carries out any of her 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 four (4) 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.

4.6 Compliance with Non-Discrimination Laws.

4.6.1 Non-Discrimination. During the performance of this Agreement, Physician 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. Physician and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Physician 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, 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. Physician 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. Physician shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

4.6.2 Access to Determine Compliance. Physician 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.

4.7 Notices. Notices and demands required or permitted to be given hereunder shall be in writing and shall be effective when delivered whether by hand delivery, by courier, or by U.S. Mail, certified, return receipt requested, to the following addresses:

Physician:

Clinicas de Salud del Pueblo, Inc., DBA Innercare
Corporate Office-Administration
President & CEO
852 E. Danenberg Drive
El Centro, CA 92243

Hospital:

Chief Executive Officer
Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 92227

4.8 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.

4.9 Choice of 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. In cases of Federal Jurisdiction, Parties agree that the United States District Courts for the Southern District of California in San Diego shall have sole jurisdiction and venue.

4.10 Confidentiality of Records. Physician 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 section 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 seven (7) years after the expiration of the termination of this agreement. Physician 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.

4.11 No Assignment Without Consent. Physician shall not assign, sell or transfer any rights conferred by this Agreement, without prior written consent of Hospital which consent shall not unreasonably be withheld.

4.12 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.

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

4.14 Payment of Taxes. Physician acknowledges and agrees that he will pay all applicable federal, state and local taxes in connection with the services provided pursuant to this Agreement. Physician agrees to defend and indemnify and hold the Hospital harmless from any and all liability, claims, damages or losses (including, without limitation, attorneys' fees, costs penalties and fines) which arise against the District as a result of Physician's failure to perform her obligations under this Section.

4.15 Offset. In the event Physician is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for sixty (60) days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Physician from any compensation due and payable under this agreement to Physician. Hospital shall provide Physician a 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 Physician. Further, Hospital exercise of any offset shall not be considered a waiver of any interest or penalty amount due and payable to Hospital from Physician.

4.16 No Payments After Termination. After termination of this contract, Physician understands that there will be no further payments made for services which are the subject of this Agreement until Physician has executed a new agreement except for services which have already been provided before the end of the term of this Agreement.

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

HOSPITAL

By _____

Date _____

Carly Zamora
Interim Chief Executive Officer
Imperial Valley Healthcare District

Clinicas DE SALUD DEL PUEBLO, INC., DBA INNERCARE

By _____

Date _____

Yvonne Bell, MBA

Title: President & CEO

EXHIBIT A

PHYSICIAN'S COVERAGE SERVICES & DUTIES

During the term of this Agreement, Physician shall provide the following Coverage Services:

1. Make recommendations to the Hospital's CEO regarding the use of Hospital personnel, necessary equipment and standards of patient care in connection with this Agreement.
2. Report to the Hospital's CEO, who will represent Hospital in the administration of this Agreement.
3. Provide on-call obstetric and gynecological services, including, but not limited to, labor and delivery, in connection with this Agreement. Services shall include acceptance and medical management of obstetrics and gynecology patients, from Emergency Department, in-patient admission to discharge, including obtaining additional consultations as necessary, and office follow-up when required by EMTALA.
4. Maintain communication with Department Director and Hospital's Chief of Staff to ensure proper call coverage at all times.
5. Accepting the referral for treatment or consultation to patients regardless of the patient's ability to pay for services.
6. Managing patient from evaluation to the time of transfer, and transferring patients only upon acceptance by receive hospitals and physicians. Accepting EMTALA transfers from other hospitals.
7. Timely provide Hospital will Physician's schedule to enable preparation of on-call schedules.
8. Responding by phone to Department within twenty (20) minutes of initial contact and being on site at Hospital within thirty (30) minutes of request to be present in the emergency department to evaluate a patient consistent with Hospital's Rules and Regulations and EMTALA. Failure to respond as required herein during any 12-month period during the Term of this Agreement shall result in the following:
 - a. First failure – mandatory meeting with Hospital's Chief of Staff;
 - b. Second Failure – 30-day suspension from on-call list for obstetrics and gynecology;
 - c. Third Failure – 60-day suspension from on-call list for obstetrics and gynecology;
 - d. Fourth Failure – termination from on-call list during the Term.

EXHIBIT B

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

PHYSICIAN COVERAGE SERVICES – MONTHLY CERTIFICATION OF SERVICES PROVIDED

Physician's Name: _____

Hospital Department: _____

Month: _____

Date of Service	Hours of Service	Service Provided

[Signature Page to Follow]

By signing this document, I certify that I have performed the services set forth above. I further acknowledge and understand that this Certification 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 Printed Name: _____

Physician's Signature: _____

Date Signed: _____

By signing this document, Hospital acknowledges that the Coverage Services reflected in the Certification Log above are consistent with the records of Coverage Services provided by Physician during the previous month.

CEO's Signature: _____

Date Signed: _____

RESOLUTION NO. 2026-0924

RESOLUTION OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT BOARD OF DIRECTORS MAKING ADDITIONAL FINDINGS REQUIRED BY GOVERNMENT CODE 54953.8.6 REGARDING TELECONFERENCE MEETINGS OF ELIGIBLE SUBSIDIARY BODIES PURSUANT TO SENATE BILL 707

WHEREAS, The Ralph M. Brown Act (Government Code §§ 54950 *et seq.* or the “**Brown Act**”) requires that meetings of the legislative bodies of local agencies be open and public, and that members of the public be permitted to attend and participate, except as otherwise provided by law; and

WHEREAS, Senate Bill 707 (2025) amended the Brown Act to expand and clarify public access requirements, including teleconferencing, remote public participation, continuity of access during service disruptions, public comment parity, language access, and outreach to underrepresented and non-English-speaking communities; and

WHEREAS, SB 707 added Government Code § 54953.8.6, which authorizes committees to conduct meetings by teleconference under specified conditions, subject to findings adopted by the legislative body that created the committees; and

WHEREAS, Government Code § 54953.8.6 defines an “eligible subsidiary body” as a committee created by charter, ordinance, resolution, or formal action of a legislative body that serves exclusively in an advisory capacity and is not authorized to take final action on legislation, regulations, contracts, licenses, permits, entitlements, grants, or allocations of funds; and

WHEREAS, The Finance & Budget; Hospital Operations & Integration; Governance; Audit, Compliance, & Ethics; and Advocacy & Outreach Committees of the Imperial Valley Healthcare District (collectively, the “**Committees**”) are advisory committees created by formal action of the Board of Directors and qualify as eligible subsidiary bodies under Government Code § 54953.8.6; and

WHEREAS, on April 9, 2026, the Board of Directors of the Imperial Valley Healthcare District (“Board”) adopted Resolution No. 2026-0409B, authorizing the Committees to conduct meetings by teleconference pursuant to Government Code § 54953.8.6; and

WHEREAS, in adopting Resolution No. 2026-0409B, the Board found that authorizing the Committees to conduct meetings via teleconference will increase public access by enabling real-time remote observation and participation, particularly for individuals facing barriers related to transportation, disability, health conditions, caregiving responsibilities, work schedules, or geographic distance; and

WHEREAS, The Board further found in Resolution No. 2026-0409B that teleconferencing promotes the attraction, retention, and diversity of committee members by reducing participation barriers and encouraging broader representation from the communities

served by the District; and

WHEREAS, Government Code § 54953.8.6, subdivision (e)(2), requires that no later than six months after the legislative body makes the initial findings authorizing an eligible subsidiary body to conduct teleconference meetings, the legislative body shall make additional findings and consider whether any circumstances have changed that would warrant modification or termination of the authorization; and

WHEREAS, the Board now desires to make the additional findings required by Government Code § 54953.8.6, subdivision (e)(2), to continue authorization of teleconference meetings for its eligible subsidiary bodies;

NOW, THEREFORE, BE IT RESOLVED:

1. Incorporation of Recitals

The Board hereby finds that the foregoing recitals are true and correct and incorporates them herein by reference.

2. Authorization to Use Teleconferencing (Gov. Code § 54953.8.6)

The Finance & Budget; Hospital Operations & Integration; Governance; Audit, Compliance, & Ethics; and Advocacy & Outreach Committees are hereby authorized to continue conducting meetings by teleconference pursuant to Government Code § 54953.8.6, provided that all applicable requirements of the Brown Act and Government Code § 54953.8.6 are met.

Such meetings may be conducted without a physical meeting location, so long as proper notice is given and the public is provided real-time access and an opportunity to participate as required by law.

3. Additional Findings Required by Government Code § 54953.8.6, Subd. (e)(2)

Pursuant to Government Code § 54953.8.6, subdivision (e)(2), and in connection with the continued authorization of teleconference meetings for eligible subsidiary bodies under Resolution No. 2026-0409B, the Board hereby makes the following additional findings:

- a. The Board has considered the circumstances of its eligible subsidiary bodies – here, the Committees – and whether any circumstances have changed since the adoption of Resolution No. 2026-0409B that would warrant modification or termination of the teleconference authorization.
- b. Teleconference meetings of the Committees continue to enhance public access to meetings by enabling real-time remote observation and participation, particularly for individuals facing barriers related to transportation, disability, health conditions, caregiving responsibilities, work schedules, or geographic distance, and the public has been made aware of the type of remote participation, including

audio-visual or telephonic, that will be made available at regularly scheduled meetings and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary bodies to meet entirely remotely.

- c. Teleconference meetings of the Committees continue to promote the attraction, retention, and diversity of committee members by reducing participation barriers and encouraging broader representation from the communities served by the District.
- d. No circumstances have changed since the adoption of Resolution No. 2026-0409B that warrant modification or termination of the authorization for the eligible subsidiary bodies to conduct teleconference meetings.

4. Optional Nature of Teleconferencing and Remote Participation

This Resolution establishes an option, not a mandate. Nothing in this Resolution shall be construed to:

- a. Require the Board to conduct meetings by teleconference;
- b. Require any Board member to participate remotely;
- c. Require any committee or subsidiary body to meet virtually; or
- d. Limit the Board's authority to require in-person attendance or to adopt additional policies governing meeting formats.

5. Compliance with the Brown Act

All meetings conducted pursuant to this Resolution shall fully comply with the Brown Act, including Government Code §§ 54953.8 and 54953.8.6, and any other applicable provisions of state law.

6. Effective Date

This Resolution shall take effect immediately upon adoption.

Katherine Burnworth
IVHD Board President

SECRETARY'S CERTIFICATE

I, Enola Berker, Secretary of the Board of Directors of Imperial Valley Healthcare District, a California healthcare district, County of Imperial, California, certify as follows:

The attached is a full, true, and correct copy of Resolution No. 2026-0924 duly adopted at the meeting of the Board of Directors of Imperial Valley Healthcare District, which was duly held on September 24, 2026, at which meeting a quorum of the members of the Board of Directors were present; and at such meeting such resolution was adopted by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 24th day of September, 2026.

Secretary
Imperial Valley Healthcare District

IVHD Board & Committee Meeting Calendar

2026

Jan 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Feb 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Mar 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Apr 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jun 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Aug 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sept 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Nov 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Dec 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2026 Conference Dates

ACHD Annual Meeting	October 7-9, 2026	Monterey, CA
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Regular Board Meetings (Red Outline) and Finance & Budget Committee Meeting Locations

 Pioneers Memorial Hospital, 207 West Legion Road, Brawley, CA 92227 (6pm)

 El Centro Regional Medical Center, 1271 Ross Avenue, El Centro, CA 92243 (6pm)

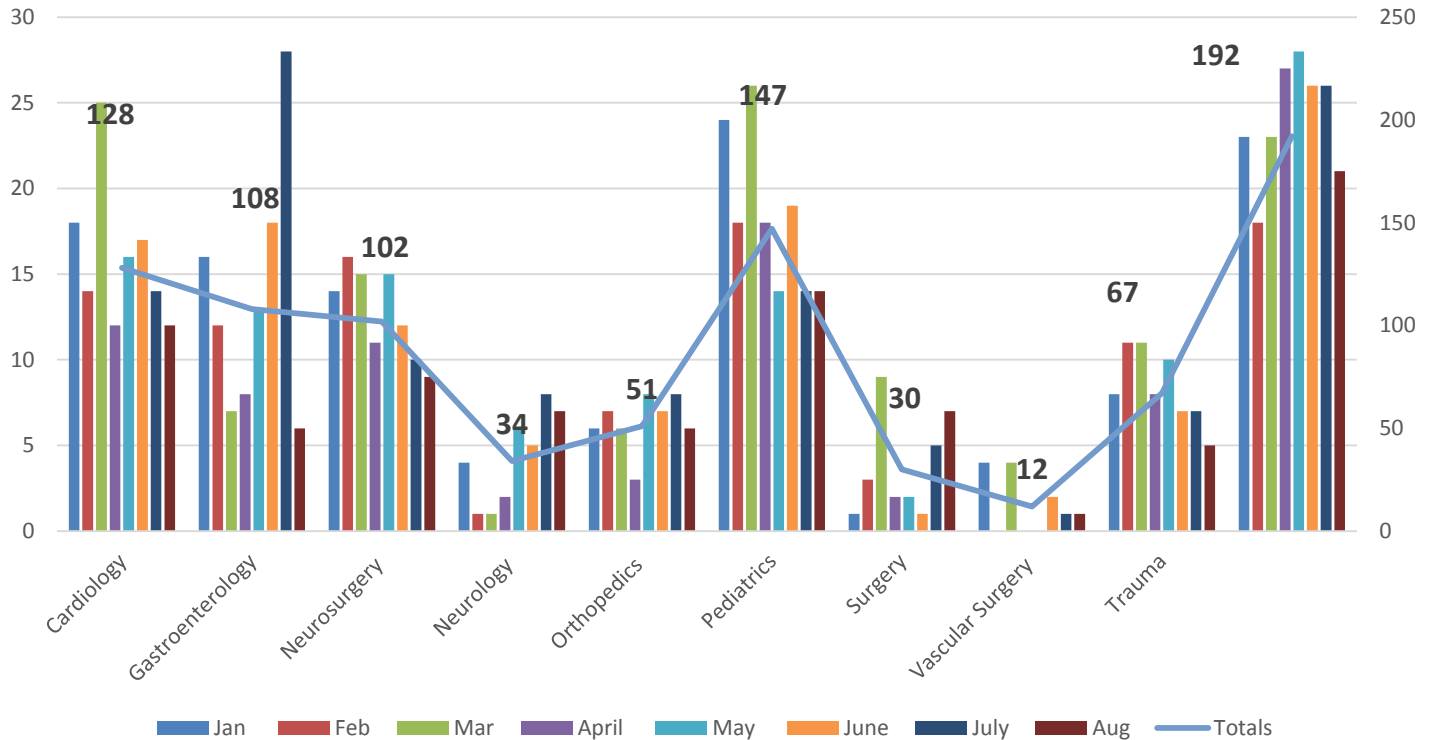
 IVHD, 601 Heber Avenue, Calexico, CA 92231 (6pm)

 Finance/Budget Committee Meeting PMH, 207 West Legion Road, Brawley, CA 92227 (10am)

Board of Directors Meeting – Chief Nursing Officer Report

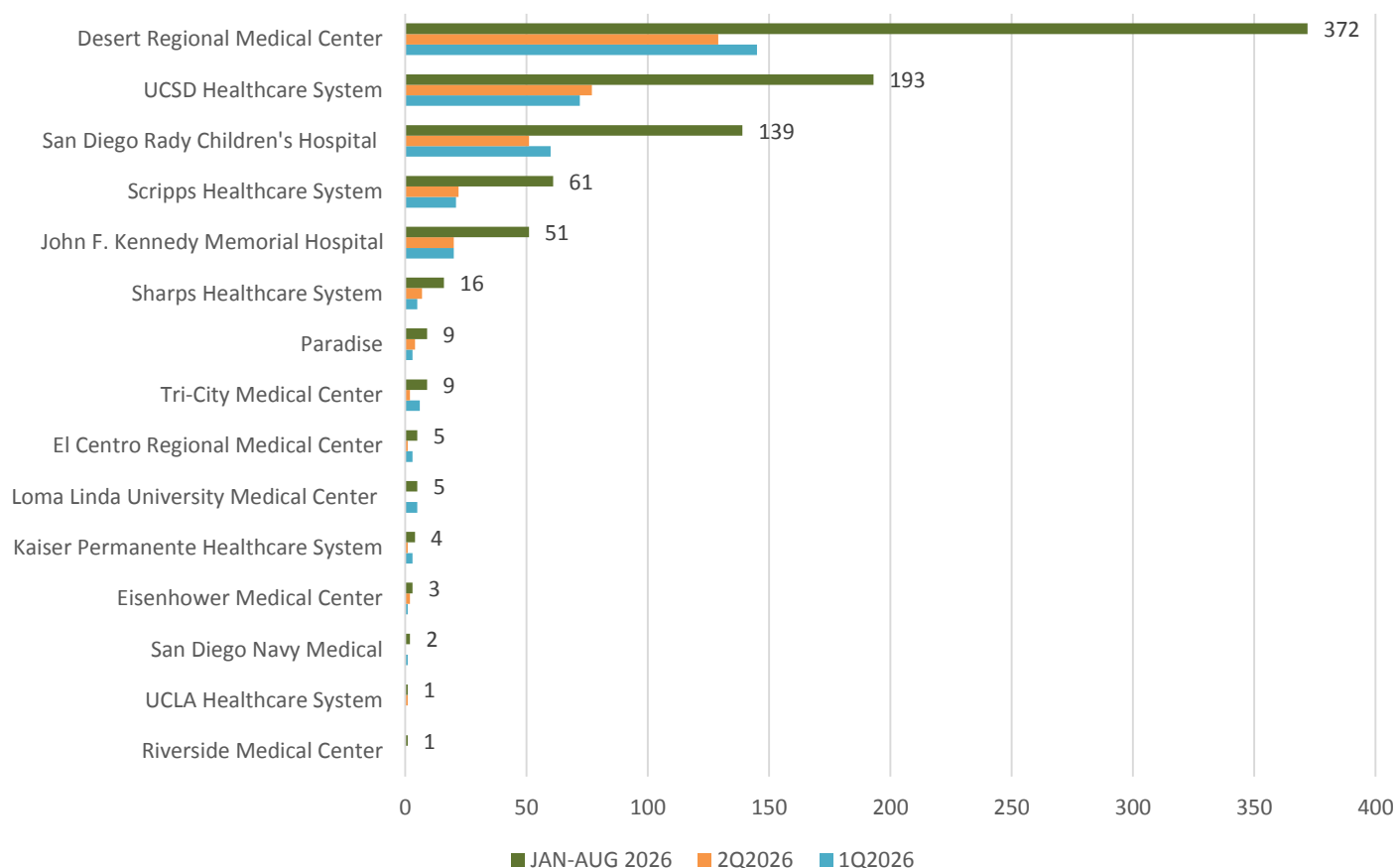
September 2026

TRANSFERS BY SPECIALTY JANUARY THROUGH JULY 2026



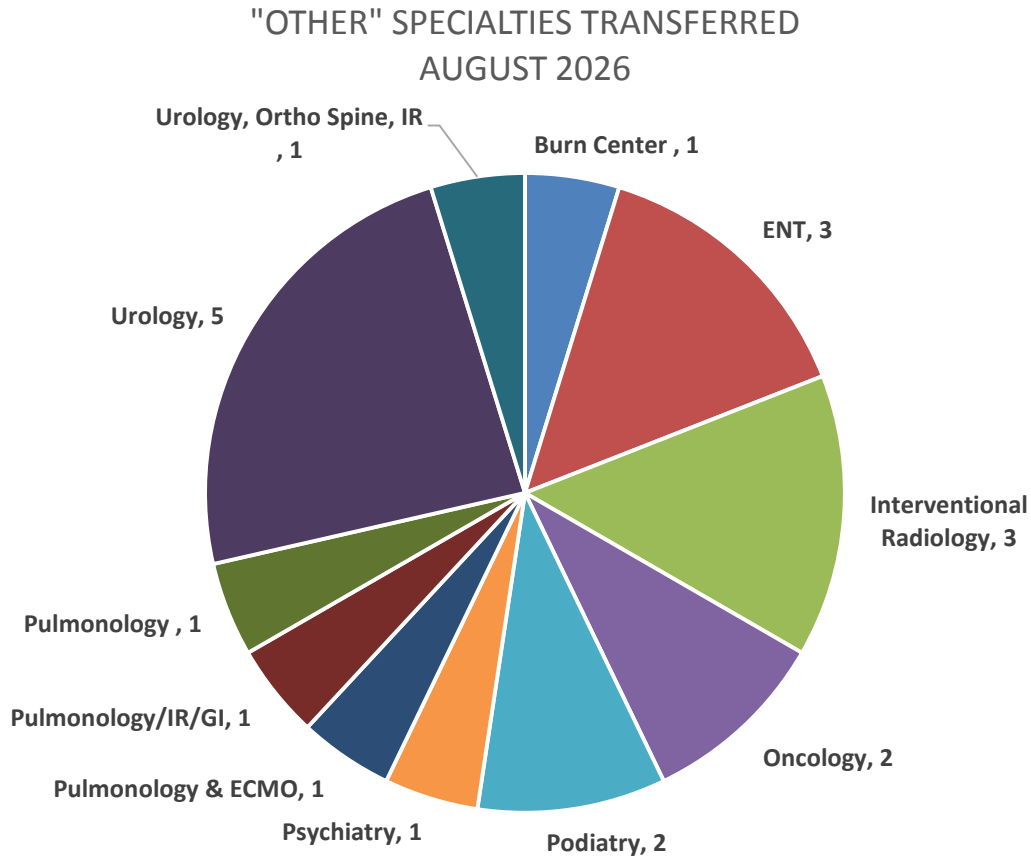
Specialty	2Q2025	4Q2025	1Q2026	2Q2026	JUL	AUG	JAN – AUG 2026
Cardiology	36	45	57	45	14	12	128
Gastroenterology	64	42	35	39	28	6	108
Neurosurgery	30	43	45	38	10	9	102
Neurology	7	13	6	13	8	7	34
Orthopedic	13	41	19	18	8	6	51
Pediatrics	43	70	68	51	14	14	147
Surgery	4	10	13	5	5	7	30
Vascular Surgery	9	5	8	2	1	1	12
Trauma	21	34	30	25	7	5	67
Other: Burns, ENT, Oncology, Ophthalmology, Podiatry, Urology	78	74	64	81	26	21	192
Totals	305	377	345	317	121	88	871

TRANSFERS TO ACCEPTING FACILITY



Accepting Facility	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	2Q2026	JUL	AUG	JAN-AUG
Scripps Healthcare System	119	140	65	27	21	22	7	11	61
Desert Regional Medical Center	116	89	152	169	145	129	56	42	372
San Diego Rady Children's Hospital	47	41	44	64	60	51	14	14	139
UCSD Healthcare System	15	22	67	73	72	77	29	15	193
Tri-City Medical Center	10	3	2	10	6	2	1	0	9
John F. Kennedy Memorial Hospital	7	4	5	14	20	20	8	3	51
Loma Linda University Medical Center	5	1	0	7	5	0	0	0	5
El Centro Regional Medical Center	5	1	9	5	3	1	1	0	5
Sharps Healthcare System	4	0	10	3	5	7	2	2	16
Eisenhower Medical Center	3	1	2	2	1	2	0	0	3
Riverside Medical Center	3	0	1	2	0	0	1	0	1
Banner University Medical Center Phoenix	1	0	0	0	0	0	0	0	0
Hospital Americano	0	1	0	0	0	0	0	0	0
UCLA Healthcare System	0	1	1	0	0	1	0	0	1
Children's Hospital Los Angeles	0	1	0	0	0	0	0	0	0
Kaiser Permanente Healthcare System	0	0	1	1	3	1	0	0	4
San Diego Navy Medical	0	0	0	0	1	0	0	1	2
Paradise	0	0	0	0	3	4	2	0	9
Total	335	305	359	377	345	317	121	88	871

Board of Directors Meeting – Chief Nursing Officer Report
September 2026



From January through August 2026, the Emergency Department recorded 32,009 visits, of which 871 (2.72%) 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 21 transfers were categorized under the "Other" specialty designation.

During August 2026, ECRMC submitted 14 transfer requests: 1 Pediatric, 11 Orthopedic, and 2 Obstetric. The Pediatric transfer and 1 Obstetric transfer were accepted. Of the 11 Orthopedic transfer requests, 8 were accepted, while 3 required a higher level of care not available locally and were transferred outside the district. The remaining Obstetric case was also transferred to a higher-level-of-care facility.

From January through August 2026, there were 199 inpatient transfers from PMH to other facilities, including 22 transfers during August.

Staffing:

	New Hires	In Orientation	FT to PD status	Resignation	Open Positions
Medical Surgical	0	6	0	2	2
Intensive Care Unit	0	2	1	1	1
Pediatrics	0	0	0	0	1 CNA
Emergency Department	1	5	0	1	1 PD EDA/2FT 1 FT RN
Perioperative Services	2.5 PACU RN 2 Cath lab RN 1 Circulator 2 supply chain technicians	3	0	3	1 Circulator 1 Surgical Technician 1 SPD Technician
Perinatal Services	0	5	0	0	0
NICU	2	2	0	0	1
Case Management	0	1	0	0	0
Total	10.5	24	1	7	12

Travelers:

- (3) Labor and Delivery Nurses – 3 Day Shift

Notable Updates:

Nursing Administration:

- Teleneurology Services – finalizing credentialing for 3 physicians, securing equipment needed for telehealth
- PMH Foundation gifted Birthly – Will enable or Maternal Health Department to initiate Prenatal Classes for the Community
- Evaluating feasibility to Participate in the Golden State Start initiative – Program provides 400 free diapers to every baby born in participating hospitals.
- CNOs have been invited to attend the California Hospital's Association Behavioral Health Symposium in December 2026
- PMH and ECRMC are completing their Patient Safety and Employee Engagement Survey Debriefings – Next step: Goal Setting
- Will be attending the BETA Healthcare Group Symposium in October 2026

Barcode Code Medication Administration:

BCMA							
2025 Average	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026	AUG 2026	JAN -AUG
UG	94.30%	93.56%	94.95%	95.06%	95.77%	96.4%	95.76%

Patient Experience:

HCAHPS										
	Score Goal	Percentile Rank Goal	2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026	AUG 2026	JAN – AUG 2026
Likelihood to Recommend	78.54%	76%	76.57%	78.21%	73.68%	76.76%	86.54%	70.97%	75.00%	74.10%
Overall			66.90%	68.83%	68.94%	66.97%	66.54%	62.39%	64.00%	65.58%
Communication With Nurses			81%	83.31	81.67%	80.77%	83.25%	72.68%	85.44%	80.14%
Communication With Doctors			83%	86.05%	84.08%	80.76%	82.05%	78.73%	82.51%	81.52%

Board of Directors Meeting – Chief Nursing Officer Report September 2026

Patient Safety Indicators

Patient Safety Indicators									
	Benchmark	2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026	AUG 2026	JAN – AUG 2026
Pressure Ulcers (PUs) Per 1000 Patient Days		31.94	26.91	28.51	43.65	32.36	69.07	39.735	40.69
Pressure Ulcers NPOA All Stages Per 1000 Patient Days	≤ 2	1.03	0.99	0	1.1	0	1.6	0	0.62
Falls Per 1000 Patient Days	≤ 2	1.46	0.77	1.75	2.7	3.84	0.82	0.77	1.65
Telemetry Utilization	25%					41%	31%	24%	30%

Emergency Department:

ED Throughput Metrics									
INDICATOR	GOAL	2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026	AUG 2026	Jan – Aug 2026
Average Daily Visits	>125 Visits	131	133	150	126	122	122	124	129
Median Time to Triage	<10 Min	8 min	7 min	9 min	7.3 min	7 min	6 min	7 min	8 min
Average Length of Stay for Discharged Patients	<180 Min	182 min	174 min	181 min	173 min	166 min	185 min	178 min	179 min
Average Length of Stay for all Patients	<160 Min	196 min	187 min	195 min	191 min	187 min	201 min	192 min	193 min
Average Length of Stay for all Transfers	<160 Min	474 min	412 min	453 min	392 min	390 min	431 min	394 min	407 min
Average Left Against Medical Advice (AMA)				0.88% (41)	0.93% (115)	0.54% (20)	1.32% (50)	1.20% (47)	1.17% (46)
Left without Being Seen (LWBS)				1.38% (64)	0.86% (101)	0.76% (28)	0.76% (29)	0.46% (18)	0.60% (24)

Medical Surgical Department:

Inpatient Throughput								
INDICATOR	GOAL	2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026	AUG 2026
Time Orders Written to Head in Bed <i>Medical Surgical Unit</i>	120 min	164 min	151 min	223 min	169 min	171 min	157 min	202 min
Time Orders Written to Head in Bed <i>Intensive Care Unit</i>							178 min	169 min

Perioperative Services:

	2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026	AUG 2026	JAN – AUG 2026
Case Volumes Including Robotics	4,729	943	775	112	402	346	370	2,790
Robotics	234	57	14	42	12	16	12	119
		FEB 2026	MAR 26	APR 2026	JUNE 2026	JULY 2026	AUG 2026	JAN – AUG 2026
Average Block Time Utilization		62%	60%	66.65	70.10%	70.03%	72.25%	65.59%

Case Management:

	Indicator	Goal	2025	4Q2025	1Q2026	2Q2026	JUNE 2026	JULY 2026	AUG 2026	JAN – AUG 2026
ADC	Average Daily Census		51	51	60	52	54	47	58	57
ALOS	Average Length of Stay (Actual)	<4.0	3.30	3.42	4.32	3.88	3.99	3.96	3.88	4.02
CMI	Case Mix Index (Acute)	>1.40	1.47	1.48	1.517	1.44	1.401	1.460	1.495	1.471
Observations	Total Observation Cases- DC		29	27	29	31.33	30	35	78	36.875
	Observation Days-DC		31.5	33	36	41.67	37	46	128	50.75
Readmissions	All-Cause Hospital-Wide Readmissions (HWR)	<10	4.57	5.53	5.15	4.95	3.76	8.99	6.08	5.67

Perinatal Department:

	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	JAN -AUG 2026
Deliveries	142	128	146	135	154	142	144	171	1162
Vaginal	88	83	103	91	112	91	102	116	786
Primary C-Section	20	19	18	26	23	23	15	22	166
Secondary C-Section	34	26	25	18	19	28	27	33	210
Non-Stress Tests	140	204	208	213	208	180	218	223	1594
OB Triages	276	239	262	302	279	255	282	352	2247

NICU & Pediatrics:

- NICU August Average Daily Census: 4.2
- NICU August Total Transfers: 2
- Pediatrics August Average Daily Census: 1

REPORT DATE	MONTHLY STATUS REPORT	PREPARED BY
Date: August 2026 Activity	Chief of Clinic Operations/Interim CEO	Carly Zamora, MSN, RN

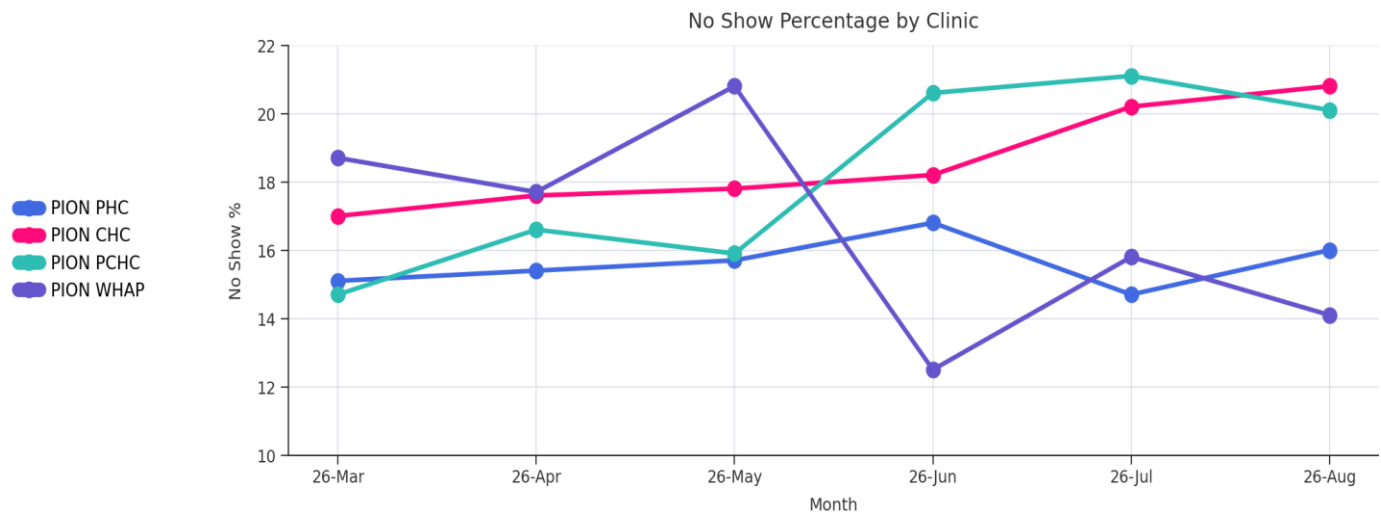
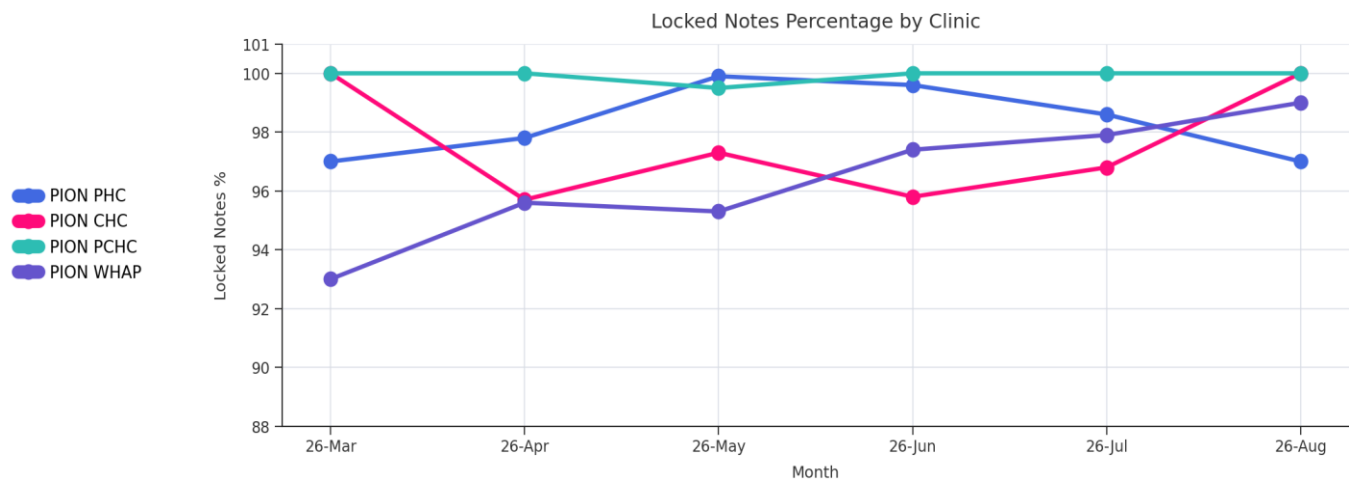
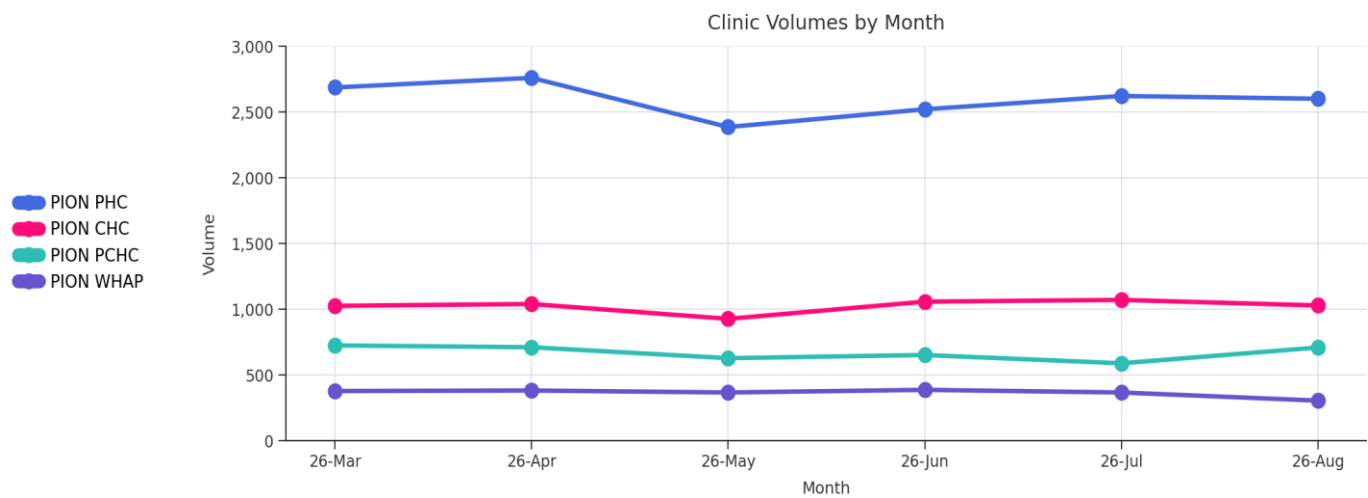
2026 IVHD/PMH AMBULATORY DIVISION RHC ACTIVITIES/UPDATES

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)- Onboarded 1 FT MA (Women's Health)-Onboarded
Pediatrics	Ongoing	N/A	Looking at expansion of Pediatric Specialists via telemedicine
Quality Measures	Ongoing	N/A	Providing Training to Staff and Providers-Ongoing
Stats			

Patient Visits			
Clinic	Last Month	This Month	Variance
Pioneers Health Center	2619	2598	-21
Calexico Health Center	1068	1026	-42
Pioneers Children's Health Center	586	706	120
Women's Health Center	364	302	-62

No Show Rate			
Clinic	Last Month	This Month	Variance
Pioneers Health Center	14.7%	16%	-1.3%
Calexico Health Center	20.20%	20.80%	-0.6%
Pioneers Children's Health Center	21.10%	20.10%	1.00%
Women's Health Center	15.8%	14.10%	1.70%

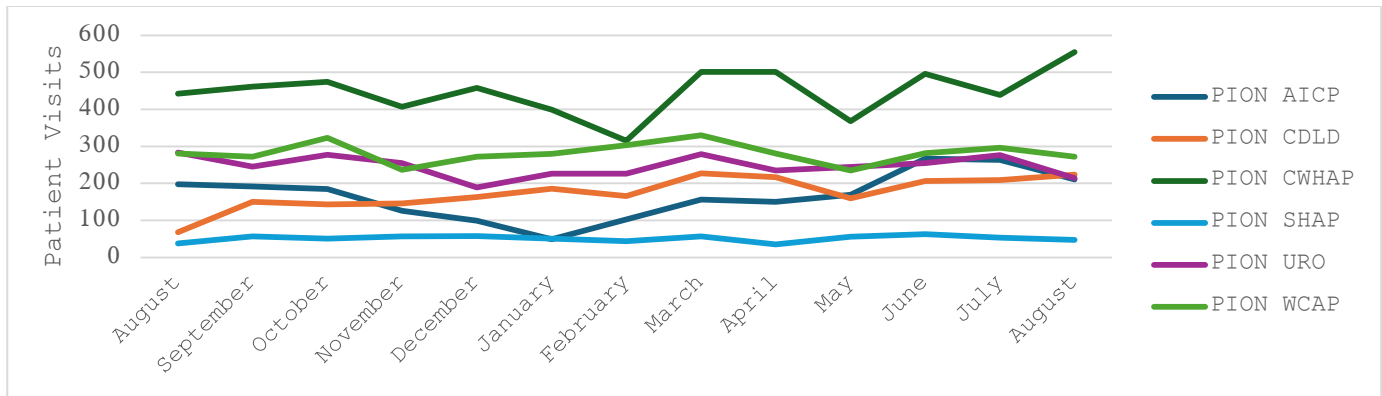
Closed Notes			
Clinic	Last Month	This Month	Variance
Pioneers Health Center	99.9%	97%	-1.60%
Calexico Health Center	97.3%	100%	3.20%
Pioneers Children's Health Center	100%	100%	0%
Women's Health Center	97.9%	99%	1.10%



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 August 2026, higher volumes previous year (August, 2025).
Staffing	Ongoing	Budgeted	Current Offers Pending for open positions • Specialty Clinic Lead- Accepted • Community Health Worker- Accepted • NP-IVHC- Pending Review • NP-Urology • NP-Cardiology • NP-Interventional Radiology- Pending Review • RN-ECM • Medical Assistant-PD • RN-Infusion-HOLD
Urology	Ongoing	N/A	Working with Urology Providers on procedures and equipment expansion with Surgery- Volumes Increasing
Infusion	Ongoing	N/A	Meeting with Team Weekly regarding Infusion Growth/340B
Stats			See below:

Patient Visits				No Show Rate			
Clinic	Last Month	This Month	Variance	Clinic	Last Month	This Month	Variance
Ambulatory Infusion	263	211	-20%	Ambulatory Infusion	7.9%	9.6%	21.5%
Center for Digestive & Liver Disease	209	224	7%	Center for Digestive & Liver Disease	9.8%	14.1%	43.9%
Comprehensive Women's Health	439	555	26%	Comprehensive Women's Health	9.7%	9.6%	-1.0%
Surgical Health	53	47	-11%	Surgical Health	3.2%	16.4%	412.5%
Surgical Health - Urology	276	214	-22%	Surgical Health - Urology	7.5%	8.4%	12.0%
Wound Clinic	296	272	-8%	Wound Clinic	7.2%	9.4%	30.6%
Imperial Valley Health Centers	6	11		Imperial Valley Health Centers	No Data	No Data	
Closed Notes				Patient Satisfaction - Top Box Score			
Clinic	Last Month	This Month	Variance	Clinic	FY26 Q2	FY26 Q3	FY26 Q4
Ambulatory Infusion	100%	100%	0%	Ambulatory Infusion	No Data	No Data	No Data
Center for Digestive & Liver Disease	74%	93%	26%	Center for Digestive & Liver Disease	50.56%	55.56%	74.07%
Comprehensive Women's Health	93%	100%	7%	Comprehensive Women's Health	52.00%	78.89%	42.86%
Surgical Health	98%	100%	2%	Surgical Health	80.00%	25.00%	100.00%
Surgical Health - Urology	100%	99%	-1%	Surgical Health - Urology	77.53%	62.50%	88.89%
Wound Clinic	98%	99%	1%	Wound Clinic	No Data	No Data	No Data
Imperial Valley Health Centers	100%	100%		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, onsite at ECRMC bi-weekly
Staffing	Ongoing	Budgeted	1 PT Physical Therapy Assistant, 2 FT Physical Therapist opening- 1 PD Physical Therapist Cross Coverage Implemented
Education	Ongoing with Nursing	N/A	Working with Departments on Mobility/Education Attending Department Skills Fairs
Inpatient/Outpatient Review	Meetings Ongoing with Nursing	N/A	Inpatient volumes Increasing.

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)
Events	Ongoing	. Pending	Breast Cancer Awareness Event: October 23 rd .2026
Projects	Ongoing	None	Cardiac Software-awaiting installation. Purchase of 3 Ultrasounds-Foundation Donation Pending. Capital Equipment Review Pending CT Project: On Hold
Staffing	Ongoing	Budgeted	1 PD Rad Tech position opening Nuclear Medicine Cross Coverage and Training being completed
Stats:			

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Physician Updates	Ongoing	N/A	Recruitment Ongoing Contract Review Ongoing Internal Medicine Physicians- Three Candidates In Review Specialty Physicians in Review/Service Line Expansion Pediatrician- Three Candidates In Review, Onsite Visit 9/30/2026
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
Grants	Ongoing	N/A	Reviewing New Grants for Submission, meet weekly. 6/6 grants submitted.
IVHD Transition	Ongoing	N/A	Meet Daily- Ongoing with Directors and Managers Executive Meetings Weekly, Transition Call weekly

