EL CENTRO REGIONAL MEDICAL CENTER
BOARD OF TRUSTEES – REGULAR MEETING

MONDAY, September 22, 2025
5:30 PM

MOB CONFERENCE ROOM 1&2
1271 ROSS AVENUE, EL CENTRO, CA
&

TELECONFERENCE LOCATION *NOTE: Pursuant to Government Code Section 54953(b) Trustee Patty Maysent- CEO, UCSD Health will be attending the Regular Meeting via teleconference from:*

JACOBS MEDICAL CENTER, Suite 1-620
9300 CAMPUS POINT DR.
SAN DIEGO, CA 92037

ACTING-PRESIDENT: Sylvia Marroquin
MEMBERS: Sonia Carter; Claudia Camarena; Marty Ellett; Michael Crankshaw; Patty Maysent-CEO, UCSD Health; Christian Tomaszewski-M.D.-CMO, UCSD; Pablo Velez-CEO ECRMC

***CLERK**: Belen Gonzalez*

***ATTORNEY**: Douglas Habig, ECRMC Attorney*
Elizabeth Martyn, City Attorney

This is a public meeting. If you are attending in person, and there is an item on the agenda on which you wish to be heard, please come forward to the microphone. Address yourself to the president. You may be asked to complete a speaker slip; while persons wishing to address the Board are not required to identify themselves (Gov't. Code § 54953.3), this information assists the Board by ensuring that all persons wishing to address the Board are recognized and it assists the Board Executive Secretary in preparing the Board meeting minutes. The president reserves the right to place a time limit on each person asking to be heard. If you wish to address the board concerning any other matter within the board's jurisdiction, you may do so during the public comment portion of the agenda.

BOARD MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.
To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting: https://ecrmc.zoom.us/j/88970594840?pwd=54UbG2mtsjs3MRcNAOztqiFaJdZmI1.1
Optional dial-in number: (669) 444-9171
Meeting ID: 889 7059 4840 **Passcode:** 851489

Public comments via zoom are subject to the same time limits as those in person.

OPEN SESSION AGENDA

ROLL CALL:

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENTS: Any member of the public wishing to address the Board concerning matters within its jurisdiction may do so at this time. Three minutes is allowed per speaker with a cumulative total of 15 minutes per group, which time may be extended by the President. Additional information regarding the format for public comments may be provided at the meeting.

BOARD MEMBER COMMENTS:

CONSENT AGENDA: *(Items 1-4)*
All items appearing here will be acted upon for approval by one motion, without discussion. Should any Board member or other person request that any item be considered separately, that item will be taken up at a time as determined by the President.

1. Review and Approval of Board of Trustees Minutes of Regular Meeting of July 28, 2025

2. Review and Approval of Workplace Violence Prevention Plan Policy

3. Review and Approval of Removal of Urinary Catheters, Standardized Protocol Policy

4. Review and Approval of Bioethics Committee Access and Case Review Policy

NEW BUSINESS:

5. Shared Services Agreement between Imperial Valley Healthcare District and El Centro Regional Medical Center—**Informational**

CHIEF EXECUTIVE OFFICER UPDATE

6. Verbal Report from the CEO to the Board of Trustees—**Informational**

7. Manager Update—Patty Maysent—**Informational**

FINANCE and OPERATIONAL UPDATE

8. Review and Approval of the Financial Statements for Month and Year-to-Date as of July 2025.

9. Review and Approval of the Financial Statements for Month and Year-to-Date as of August 2025.

RECESS TO CLOSED SESSION – BOARD PRESIDENT

A. HEARING/DELIBERATIONS RE MEDICAL QUALITY COMMITTEE REPORTS/STAFF PRIVILEGES. The Hospital Board will recess to closed session pursuant to Government Code Section 37624.3 for a hearing and/or deliberations concerning reports of the ___ hospital medical audit committee, or _X_ quality assurance committees, or _X_ staff privileges.

B. **TRADE SECRETS.** The Hospital Board will recess to closed session pursuant to Govt. Code Section 37606(b) for the purpose of discussion and/or deliberation of reports involving hospital trade secret(s) as defined in subdivision (d) of Section 3426.1 of the Civil Code and which is necessary, and would, if prematurely disclosed create a substantial probability of depriving the hospital of a substantial economic benefit:

Discussion of:	Number of Items:
_X_ hospital service;	1
_X_ program;	1
_X_ hospital facility	1

C. CONFERENCE WITH LEGAL COUNSEL. The Hospital Board will recess to closed session pursuant to Government Code Section 54956.9 (d)(1).

RECONVENE TO OPEN SESSION – BOARD PRESIDENT

ANNOUNCEMENT OF CLOSED SESSION ACTIONS, IF ANY – GENERAL COUNSEL

10. Approval of Report of Medical Executive Committee's Credentials Recommendations Report for Appointments, Reappointments, Resignations and Other Credentialing/Privileging Actions of Medical Staff and/or AHP Staff *(Approved in Closed Session)*

ADJOURNMENT: Adjourn. (Time:) Subject to additions, deletions, or changes.

El Centro Regional Medical Center
BOARD OF TRUSTEES – REGULAR MINUTES
OPEN SESSION MINUTES
MOB CONFERENCE ROOMS 1 & 2
1271 Ross Avenue, El Centro, CA 92243
Zoom Meeting link: https://ecrmc.zoom.us/j/89885356085?pwd=oQJbCgvgwI04zk6bsnhJbrOQnj51Dl.1

Monday, July 28, 2025

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
ROLL CALL	**PRESENT**: Marroquin; Camarena; Carter; Ellett; Crankshaw; Tomaszewski; Maysent(*present @ 5:57pm)*; Chief Executive Officer Pablo Velez; and Executive Board Secretary Belen Gonzalez **ABSENT:** - **VIA Zoom:** UCSD Chief Health Counsel Veronica Marsich; UCSD Tammy Morita; ECRMC Attorney Douglas Habig **ALSO PRESENT:** City of El Centro Attorney Elizabeth Martyn; ECRMC Chief of Staff Andrew Lafree, MD; **Hospital Administrative Staff:** David Momberg-CFO; Luis Castro-CHRO; Kimberly Probus-CNO; Matthew Nilsen-Marketing Director	
CALL TO ORDER		The Board of Trustees convened in open session at 5:34 p.m. Acting Board President Marroquin called the meeting to order.
OPENING CEREMONY	The Pledge of Allegiance was recited in unison.	None

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
NOTICE OF MEETING	Notice of meeting was posted and mailed consistent with legal requirements.	None
PUBLIC COMMENTS		None
BOARD MEMBER COMMENTS	***Trustee Camarena*** Has been receiving calls and inquiries from ECRMC employees concerned about layoffs in other hospitals. ***Pablo Velez*** Layoffs in other hospitals were done based on the assessments of whatever was happening at those hospitals and has no relationship with ECRMC. ECRMC will be conducting employee benefit forums in the near future to inform employees and answer their questions.	None
CONSENT AGENDA *(Item 1)* **Item 1. Review and Approval of Board of Trustees Minutes of Regular Meeting of June 23, 2025**	All items appearing here were acted upon for approval by one motion (or as to information reports, acknowledged receipt by the Board and directed to be appropriately filed) without discussion.	MOTION: by Crankshaw, second by Ellet and carried to approve the Consent Agenda. All present in favor; none opposed.
NEW BUSINESS **Item 2. Review and Approval of Management Services Agreement between ECRMC and American Eye Associates- Modified Exhibit B-1: Quality Bonus Performance Metrics.**	Douglas Habig addressed to the Board of Trustees that consideration was given to concerns regarding the Quality Bonus Performance Metrics previously discussed at last meeting. With the help of Seung Gwon, MD and others, Exhibit B-1 was established to define the set rules for the Quality Bonus Performance Metrics.	MOTION: by Camarena, second by Ellett and carried to approve the Management Services Agreement between ECRMC and American Eye Associates—Modified Exhibit B-1: Quality Bonus Performance Metrics. All present in favor; none opposed. Crankshaw abstained.

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
Item 3. Teleradiology Service Agreement between ECRMC and University of California San Diego Health—Informational	Pablo Velez provided a verbal update on the initiation of the Teleradiology Service Agreement between ECRMC and UCSD Health and the cancellation of previous agreement with Vesta Telemedicine Solutions.	Informational
CHIEF EXECUTIVE OFFICER UPDATE **Item 4. Verbal Report from the CEO to the Board of Trustees—Informational**	Item to be discussed in Closed Session	Informational
Item 5. Manager Update—Patty Maysent—Informational	Item to be discussed in Closed Session	Informational.
FINANCE and OPERATIONAL UPDATE **Item 6. Review and Approval of the Financial Statements for Month and Year-to-Date as of June 2025.**	David Momberg presented the Financial Statements for Month and Year-to-Date as of June 2025 report and answered questions. Presentation included: • Comparative volumes vs. Prior Month/Year • Balance Sheet vs. Prior Month comparison • Operating Statement vs. Prior Month comparison • Monthly Cash Flow (Fiscal Year to Date)	MOTION: by Ellett, second by Camarena and carried to approve the Financial Statements for Month and Year-to-Date as of June 2025. All present in favor; none opposed.
Item 7. Review and Approval of FY2025 WIPFLI Annual Audit Engagement Letter.	David Momberg highlighted the details of the FY2025 Annual Audit Engagement Letter.	MOTION: by Camarena, second by Ellett and carried to approve the FY2025 WIPFLI Annual Audit Engagement Letter. All present in favor; none opposed.

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
Item 8. Review and Approval of Bausch & Lomb Vitrectomy Equipment.	Seung Gwon, MD and David Momberg explained why the Bausch & Lomb Vitrectomy equipment was needed.	MOTION: by Camarena, second by Crankshaw and carried to approve the Bausch & Lomb Vitrectomy Equipment. All present in favor; none opposed.
RECESS TO CLOSED SESSION		MOTION: by Ellett, second by Camarena and carried to recess to Closed Session at 6:11pm for HEARING/ DELIBERATIONS RE MEDICAL QUALITY COMMITTEE REPORTS/STAFF PRIVILEGES, TRADE SECRETS and CONFERENCE WITH LEGAL COUNSEL. All present in favor to recess to Closed Session. None opposed
RECONVENE TO OPEN SESSION		The Board of Trustees reconvened to Open Session at 7:06 p.m.
ANNOUNCEMENT OF CLOSED SESSION ACTIONS, IF ANY—GENERAL COUNSEL		[**A. HEARING/DELIBERATIONS RE MEDICAL QUALITY COMMITTEE REPORTS/STAFF PRIVILEGES—GOVERNMENT CODE SECTION 37624.3**] MOTION: by, Ellet second by Crankshaw and carried to approve the Report of Medical Executive Committee's Credentials Recommendations Report for Appointments, Reappointments, Resignations and Other

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
		Credentialing/Privileging Actions of Medical Staff and/or AHP Staff. All present in favor; none opposed. [**C. CONFERENCE WITH LEGAL COUNSEL—GOVERNMENT CODE SECTION 54956.9 (d)(1)]** re: Carrillo Claim; Huereca-Rivas Claim MOTION: by Maysent, second by Crankshaw and carried to approve the response from ECRMC to the demand regarding Carrillo Claim. All present in favor; none opposed. MOTION: by Maysent, second by Ellet and carried to approve the response from ECRMC to the demand regarding Huereca-Rivas Claim All present in favor; none opposed.
ADJOURNMENT		There being no further business, meeting was adjourned at approximately 7:20 p.m.

BELEN GONZALEZ, BOARD EXECUTIVE SECRETARY

APPROVED BY

SYLVIA MARROQUIN, ACTING-BOARD PRESIDENT

TO: ECRMC BOARD MEMBERS

FROM: Luis Castro, Chief Human Resources Officer

DATE: September 22, 2025

MEETING: Board of Trustees

SUBJECT: **ANNUAL REVIEW OF WORKPLACE VIOLENCE PREVENTION PLAN POLICY**.

BUDGET IMPACT: _X_Does not Apply

A. Does the action impact/affect financial resources? ___Yes _X__ No

B. If yes, what is the impact amount: _____

BACKGROUND: Suggested changes to the ECRMC's Workplace Violence Prevention Plan policy to reflect best practices and regulatory requirements.

DISCUSSION: No direct changes to the intent of the policy suggested.

RECOMMENDATION: (1) Approve (2) Do not approve

ATTACHMENT(S):

- Annual Policy: Workplace Violence Prevention Plan

Approved for agenda, Chief Executive Officer

Date and Signature: _____

		Department: Human Resources Department	
		Document Owner/Author: Emergency Preparedness Director	
		Category: Hospital Wide	**Approval Type:** Annual
Date Created 06/15/2018	**Date Board Approved:** 06/26/2018	**Date Last Review:** 02/21/2023	**Date of Next Review:** 02/21/2024
Policy Name: Workplace Violence Prevention Plan			

Purpose

The Workplace Violence Prevention Plan is established to ensure that security at El Centro Regional Medical Center (ECRMC) is managed in a responsible and professional manner that complies with all applicable federal, state, and local laws and regulations, and to provide and maintain a safe work environment for all ECRMC staff, patients and the public.

The goals of the ECRMC Workplace Violence Prevention Plan are:

1. Minimize the likelihood of injury to patients, staff, and the general public.
2. Maintain an operational strategy to prevent workplace violence in all departments within ECRMC.
3. Establish policies and procedures that are practical to carry out, efficient, and cost-effective.
4. Reduce the number and severity of workplace violence incidents at the hospital.

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Scope

All ECRMC employees, staff, patients, visitors, and vendors.

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Policy Statement

It is the policy of El Centro Regional Medical Center (ECRMC) that threats of violence, or violent behavior, direct or implied, is not tolerated in the workplace. ECRMC employees are never required to endure workplace violence as part of their duties. The workplace is defined as any location where business is conducted by El Centro Regional Medical Center employees, including off-site clinics, vehicles and parking lots.
ECRMC employees shall not engage in, encourage, or promote acts of harassment, intimidation, violence, threats, coercion, or abusive or assaultive behavior toward any person.

ECRMC will not prevent an employee from, or take punitive or retaliatory action against, an employee for seeking assistance and intervention from hospital administration, local emergency services, or law enforcement when a violent incident occurs. ECRMC will support employee victims of workplace violence in pressing charges against perpetrators of workplace violence if the employee chooses to do so.

Employees must promptly report incidents and are encouraged to suggest ways to reduce or eliminate risks.

Employees found to be in violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

Responsibilities

Person/Title	Responsibilities
Chief Operating Officer or Designee	1. Notification of law enforcement agencies. 2. Enter 24-hr and 72-hr reportable violent incidents on the Cal/OSHA web site. 3. Development and implementation of procedures for preventing, and responding to, workplace violence. 4. Development of emergency procedures. 5. Coordination of an annual evaluation of the program. 6. Coordination of a performance improvement process. 7. Presents to the Workplace Violence Committee: a. An annual review of the Workplace Violence Prevention Plan. b. Advice regarding issues that may necessitate change in policy. c. Analysis of incidents and recommendations.
Chief Nursing Officer – Outpatient or Designee	1. Investigates, documents, and reports Workplace Violence Prevention Plan incidents.
Department Directors / Managers	1. Develop and implement departmental training program. 2. Communicate findings of hazards to departmental staff and the Safety Officer. 3. Implement departmental performance improvement standards.
Departmental Staff	1. Understand and comply with the workplace violence prevention program and other safety and security measures. 2. Participate in employee complaint or suggestion procedures covering safety and security concerns. 3. Report violent incidents promptly and accurately.

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	4. Participate in safety and health committees or teams that receive reports of violent incidents or security problems, make facility inspections and respond with recommendations for corrective strategies. 5. Participate in training related to the Workplace Violence Prevention Plan.
Human Resources Administrator	1. Analyse staffing patterns to determine whether they contribute to, or are insufficient to address, the risk of violence. 2. Analyse Job designs to determine whether they are sufficient to minimize the risk of violence. 3. Support victims, witnesses, and others affected by workplace violence.
Education Department	1. Development of training material. 2. Include in the general orientation information related to the Workplace Violence Prevention Plan. 3. Maintain documentation of participation and performance in the general orientation training related to the Workplace Violence Prevention Plan.
Workplace Violence Committee	1. Reviews and approves reports on the Workplace Violence Prevention Plan and communicates concerns about identified issues and regulatory compliance. 2. Receives reports of workplace violence and follow up action. 3. Documents all deliberations, actions, and recommendations in the Workplace Violence Committee meeting minutes. 4. Summarizes performance of the Workplace Violence Prevention Plan. Evaluates and recommends performance improvement standards.

Procedure/Plan

Incident Response and Reporting Procedure

If an employee feels that he/she is the victim of Workplace Violence, the employee shall take whatever measures are necessary to preserve his or her safety. This may include verbal instructions to the perpetrator to stop the behavior, calling nearby employees for assistance, defensive measures such as physically deflecting an attack, or immediately leaving the area. Threats of violence are to be taken seriously and reported as described below.

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The Chief Nursing Officer will develop communication protocols upon implementation of this plan to evaluate patient-specific risk factors and assess visitors to identify situations in which patient-specific Type 2 violence is more likely to occur and to assess visitors or other persons who display disruptive behavior or otherwise pose a risk of committing workplace violence. ¶
Individuals who are at higher risk for exhibiting violent behaviors can include:¶
Distraught family members.¶
Perpetrators of domestic violence.¶
Those under the influence of alcohol or other intoxicants.¶
Gang members or rivals.¶
Those who are psychotic or who have been diagnosed with a mental impairment.¶
Those with specific medical conditions (e.g., Alzheimer's disease, reaction to a medication).¶
Disgruntled staff, patients, or visitors.¶
The Chief Nursing Officer will develop communication protocols upon implementation of this plan for how employees will document and communicate to other employees and between shifts and units information regarding conditions that may increase the potential for workplace violence incidents.¶
The Emergency Department Director will meet with law enforcement and Emergency Medical Services at least annually to identify risk factors and develop communication protocols for patients who are being transported to ECRMC. Patient-specific factors shall include, but not necessarily be limited to, the following:¶
A patient's mental status and conditions that may cause the patient to be non-responsive to instruction or to behave unpredictably, disruptively, uncooperatively, or aggressively.¶
A patient's treatment and medication status, type, and dosage, as is known to the health facility and employees.¶
A patient's history of violence, as is known to the health facility and employees.¶
Any disruptive or threatening behavior displayed by a patient.¶
Safety Tips¶
Strategies to reduce the risk of violence or de-escalate agitated individuals include but are not limited to¶
Initiate a multidisciplinary patient / family conference. Include the Department Manager/Chaplain, Case ...

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The employee shall then notify the employee's supervisor. If the situation is under control, the employee shall file a Midas report as soon as possible. If the situation requires further intervention for the immediate preservation of safety, the first available person shall activate Code Grey. Security Officers respond to every Code Grey to intervene and de-escalate the situation, to assure everyone's safety, and to investigate the incident. If the victim and/or others involved in the incident require first aid or further medical intervention, it shall be immediately provided by on-duty resources.

Post-Incident Response and Investigation

The Security Officer investigating a Code Grey incident shall enter a Midas WPV report as soon as possible after the incident. In the case of any injury requiring first aid or further medical intervention, this report shall be filed prior to the Security Officer going off shift. Any employee who is a victim or witness of the incident may also file a Midas WPV report. Employees will not be subject to any retaliation or other negative actions merely for reporting bona-fide Workplace Violence occurrences, or suspected occurrences. Documenting and recording Workplace Violence incidents are essential to enable the hospital to create meaningful corrective and prevention measures to improve employee safety.

Note: Medical information, as defined by Civil Code Section 56.05(j), shall not be included in the Midas WPV report.

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Training

All ECRMC employees will be provided initial training when the employee is newly hired or newly assigned to perform duties for which the training required in this subsection was not previously provided.

Vendors' employees who work in ECRMC facilities will be trained by the vendor prior to working on the site.

Initial training shall include:

1. An explanation of ECRMC's Workplace Violence Prevention Plan, including hazard identification and evaluation procedures, general and personal safety measures ECRMC has implemented, how the employee may communicate concerns about workplace violence without fear of reprisal, how ECRMC will address workplace violence incidents, and how the employee can participate in reviewing and revising the Plan.

2. How to recognize the potential for violence, factors contributing to the escalation of violence and how to counteract them, and when and how to seek assistance to prevent or respond to violence.
3. Strategies to avoid physical harm.
4. How to report violent incidents to law enforcement.
5. Any resources available to employees for coping with incidents of violence, including, but not limited to, critical incident stress debriefing or employee assistance programs.
6. An opportunity for interactive questions and answers with a person knowledgeable about ECRMC's Workplace Violence Prevention Plan.

Additional training will be provided when new equipment or work practices are introduced or when a new or previously unrecognized workplace violence hazard has been identified. The additional training may be limited to addressing the new equipment or work practice or new workplace hazard.

Employees performing patient contact activities and those employees' supervisors shall be provided refresher training at least annually to review the topics included in the initial training and the results of the annual review. Refresher training shall include an opportunity for interactive questions and answers with a person knowledgeable about ECRMC's Workplace Violence Prevention Plan.

Employees assigned to respond to alarms or other notifications of violent incidents or whose assignments involve confronting or controlling persons exhibiting aggressive or violent behavior will be trained on the following topics prior to initial assignment and at least annually thereafter. This is in addition to the training required above. This additional training will include:

1. General and personal safety measures.
2. Aggression and violence risk factors.
3. Characteristics of aggressive and violent patients and victims.
4. Verbal and physical maneuvers to defuse and prevent violent behavior.
5. Strategies to prevent physical harm.
6. Restraining techniques.
7. An opportunity to practice the maneuvers and techniques included in the training with other employees they will work with, including a meeting to debrief the practice session.

Incident Followup

The Human Resources Department will provide individual trauma counseling to all employees affected by the incident.

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Notify the Manager/Security Officer immediately of any disruptive or abusive behaviors. The Manager will notify Administration, Safety Officer, and/or Risk Manager, as indicated.¶
Attempt to deescalate the situation as appropriate. This may include requesting that the individual adhere to hospital policies, offering information, or providing direction / assistance in a non-threatening manner. Avoid confronting the individual in a threatening manner.¶
If hostile actions continue, move away and ask the PBX operator to call Code Grey. A Code Grey may be called at the first indication of violence, prior to calling a manager, administration, or risk manager.¶
If the situation involves a disruptive patient, review patient's medication and assess/reassess their general condition. Notify attending physician if disruptive or abusive behaviors involve a patient, or affect the provision of patient care to the patient.¶
Request the Security Officer accompany the individual to stated destination, or escort the individual off hospital grounds, as appropriate.¶
Call a *Code Grey* if indicated due to a combative individual or call a *Code Silver* if a weapon is observed or reported or if a hostage situation is involved.¶
Employees must report a violent incident, threat, or other workplace violence concern using the Midas system.¶
Provide immediate medical care or first aid to employees who have been injured in the incident.¶
Post-Incident Response and Investigation¶
The House Supervisor will identify all employees involved and record information in the Workplace Violence Report for every incident, post-incident response, and workplace violence injury investigation performed. (See Attachments). The reports shall be reviewed during the annual review of the Plan.¶
Note: Medical information, as defined by Civil Code Section 56.05(j), shall not be included in the report.¶

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A post-incident debriefing will be conducted as soon as possible after the incident with all employees, supervisors, and Security Officers involved in the incident. The debriefing will include:

1. Checking with the victim, witnesses, and perpetrator to make sure they are not injured, or if they require immediate medical care.
2. Reviewing any patient-specific risk factors and any risk reduction measures that were specified for that patient.
3. Reviewing whether appropriate corrective measures developed under the Plan – such as adequate staffing, provision and use of alarms or other means of summoning assistance, and response by staff or law enforcement – were effectively implemented.
4. Soliciting from the injured employee and other personnel involved in the incident their opinions regarding the cause of the incident, and whether any measure would have prevented the injury.

ECRMC will take measures to protect employees from imminent hazards immediately, and will protect employees from identified serious hazards within seven days of the discovery of the hazard.

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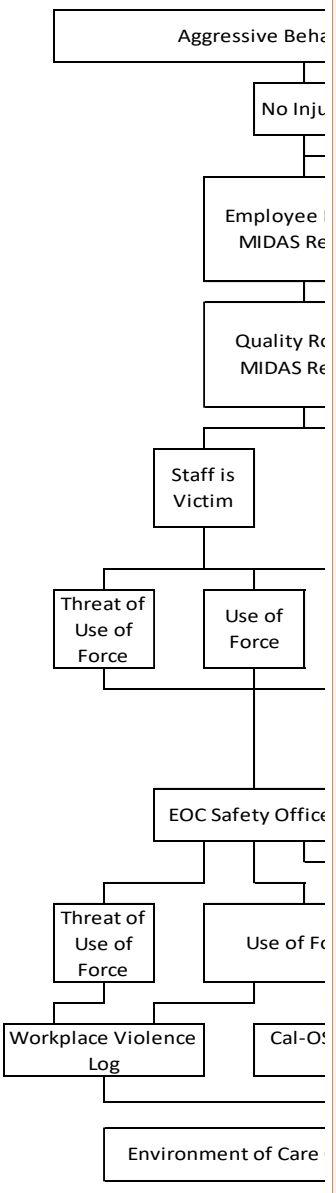
A Reporting Flow Chart is provided on the following page

Workplace Violence Reporting Flow Chart



Annual Review

The Workplace Violence Prevention Plan shall be reviewed for effectiveness at least annually, in conjunction with employees and security personnel regarding work areas, services, and operations. The review shall include evaluation of the following:

1. All workplace violence incidents that occurred in the facility within the previous year, whether or not an injury occurred.
2. Staffing, including staffing patterns and patient classification systems that contribute to, or are insufficient to address, the risk of violence.
3. Staff knowledge and practice of de-escalation techniques and security measures.
4. Sufficiency of security systems, including alarms, emergency response, and security personnel availability.
5. Job design, equipment, and facilities.
6. Effectiveness of communication between employees and with law enforcement and EMS.
7. Security risks associated with specific units, areas of the facility with uncontrolled access, late-night or early morning shifts, and employee security in areas surrounding the facility such as employee parking areas and other outdoor areas.
8. Environmental risk factors, including community-based risk factors, for each facility.
    a. For fixed workplaces: Environmental risk factors include, but are not limited to, the following:
        i. Employees working in locations isolated from other employees (including employees engaging in patient contact activities) because of being assigned to work alone or in remote locations, during night or early morning hours, or where an assailant could prevent entry into the work area by responders or other employees.
        ii. Poor illumination or blocked visibility or where employees or possible assailants may be present.
        iii. Lack of physical barriers between employees and persons at risk of committing workplace violence.
        iv. Lack of effective escape routes.
        v. Obstacles and impediments to accessing alarm systems.
        vi. Locations within the facility where alarm systems are not operational.
        vii. Entryways where unauthorized entrance may occur, such as doors designated for staff entrance or emergency exits.
        viii. Presence of furnishings or any objects that can be used as weapons in the areas where patient contact activities are performed.

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ix. Storage of high-value items, currency, or pharmaceuticals.

9. Procedures for communicating with paramedic and other emergency medical services dispatching authorities to identify any risk factors present at the scene and ensure that appropriate assistance will be provided by cooperating agencies if needed.

The active involvement of employees and their representatives in developing training curricula and training materials, conducting training sessions, and reviewing and revising the training program is encouraged.

Performance Improvement

Engineering and work practice controls will be used to eliminate or minimize employee exposure to the identified hazards to the extent feasible. ECRMC will take measures to protect employees from imminent hazards immediately, and will take measures to protect employees from identified serious hazards as soon as possible after the discovery of the hazard. ECRMC will take interim measures to abate the imminent or serious nature of the hazard while completing the permanent control measures. Corrective measures include, as applicable, but are not limited to:

1. Ensuring that sufficient numbers of staff are trained and available to prevent and immediately respond to workplace violence incidents during each shift. A staff person is not considered to be available if other assignments prevent the person from immediately responding to an alarm or other notification of a violent incident.
2. Providing line of sight or other immediate communication in all areas where patients or members of the public may be present. This may include removal of sight barriers, provision of surveillance systems or other sight aids such as mirrors, use of a buddy system, improving illumination, or other effective means. Where patient privacy or physical layout prevents line of sight, alarm systems or other effective means shall be provided for an employee who needs to enter the area.
3. Configuring facility spaces, including, but not limited to, treatment areas, patient rooms, interview rooms, and common rooms, so that employee access to doors and alarm systems cannot be impeded by a patient, other persons, or obstacles.
4. Removing, fastening, or controlling furnishings and other objects that may be used as improvised weapons in areas where patients who have been identified as having a potential for workplace Type 2 violence are reasonably anticipated to be present.
5. Creating a security plan to prevent the transport of unauthorized firearms and other weapons into the facility in areas where visitors or arriving patients are reasonably anticipated to possess firearms or other weapons that could be used to commit violence. This shall include monitoring and controlling designated public entrances by use of safeguards such as weapon detection devices, remote surveillance, alarm systems, or a registration process conducted by personnel who are in an appropriately protected work station.
6. Maintaining sufficient staffing, including security personnel, who can maintain order in the facility and respond to workplace violence incidents in a timely manner.

7. Installing an alarm system or other effective means by which employees can summon security and other aid to defuse or respond to an actual or potential workplace violence emergency.
8. Creating an effective means by which employees can be alerted to the presence, location, and nature of a security threat.
9. Establishing an effective response plan for actual or potential workplace violence emergencies that includes obtaining help from facility security or law enforcement agencies as appropriate. Employees designated to respond to emergencies must not have other assignments that would prevent them from responding immediately to an alarm.
10. Assigning or placing minimum numbers of staff, to reduce patient-specific Type 2 workplace violence hazards.

Reporting Requirements

All on-duty employees and volunteers are required to report acts of assault and battery immediately to the on-duty Security Officer and fill out a Midas Report.

Cal-OSHA

ECRMC will report to Cal-OSHA any incident involving either of the following:

1. The use of physical force against a hospital employee by a patient or a person accompanying a patient that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
2. An incident involving the use of a firearm or other dangerous weapon, regardless of whether the employee sustains an injury.

The report to Cal-OSHA shall be made within 24 hours after the employer knows or with diligent inquiry would have known of the incident, if the incident resulted in injury, involves the use of a firearm or other dangerous weapon, or presents an urgent or emergent threat to the welfare, health, or safety of hospital personnel. The report shall be made via the method prescribed by Cal-OSHA.

All other required reports to Cal-OSHA shall be made within 72 hours.

NOTE: This report does not relieve ECRMC of the requirements of Section 342 to report a serious injury, illness, or death to the nearest Cal-OSHA office.

ECRMC will provide supplemental information to Cal-OSHA regarding the incident as soon as practical following any request from Cal-OSHA.

Reports are provided through an online mechanism established by Cal-OSHA for this purpose.

Law Enforcement

Any act of assault or battery against any on-duty hospital personnel that results in injury or involves the use of a firearm or other dangerous weapon must be reported to the local Law Enforcement agency.

Deleted: Reports shall include, at a minimum, the following items:¶
Hospital name, site address, hospital representative, phone number, and email address, and the name, representative name, and contact information for any other employer of employees affected by the incident.¶
Date, time, and specific location of the incident.¶
A brief description of the incident.¶
The number of employees injured and the types of injuries sustained.¶
Whether security or law enforcement was contacted, and what agencies responded.¶
Whether there is a continuing threat, and if so, the measures that are being taken to protect employees.¶
A unique incident identifier.¶
Whether the incident was reported to the nearest Division district office as required in Section 342. ¶

Deleted: <#>The report shall not include any employee or patient names. Employee names shall be furnished upon request to the Division.¶

Deleted: <#>within four hours of

Quality Risk Management is responsible for coordinating all reports of assault and battery to the local Law Enforcement.

Note: Section 1257.7 of the Health and Safety Code (formerly AB-508), requires acts of assault and battery to be reported to local Law Enforcement within 72 hours of Security becoming aware of the report.

Reporting Employee Protection

No ECRMC employee who makes an authorized report shall be civilly or criminally liable for making the report, unless it can be proven that a false report was made and that the facility or employee knew that the report was false or made the report with reckless disregard for the truth or falsity of the report.

Any individual knowingly interfering with or obstructing the lawful reporting process is guilty of a misdemeanor.

Recordkeeping

Training records will be maintained by the Education Department for a minimum of one year and include:

1. Training dates.
2. Contents or a summary of the training sessions.
3. Names and qualifications of persons conducting the training.
4. Names and job titles of all persons attending the training sessions.

Records of violent incidents, including but not limited to, violent incident logs, reports, and workplace violence injury investigations shall be maintained by the QRM Department for a minimum of five years. These records shall not contain medical information as defined by Civil Code Section 56.05(j).

Deleted: Facility Services

All records related to a workplace violence incident will be made available for examination and copying to involved employees and their representatives on request.

Definitions

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Term	Definition
Abusive / Disruptive Behaviours	Abusive or disruptive behaviours can be defined as actions or situations that become a threat or danger to patients, personnel, volunteers, visitors, physicians, and student affiliates, and / or that interfere with the delivery of patient care and services. Examples include: 1. Threatening (verbal and / or physical) stance. 2. Any interference with the provision of patient care. 3. Any actions by persons under the influence of medications, drugs, or alcohol that interfere with the provision of services.

	4. Irrational actions due to illness, injury, or death of a family member or friend. 5. Disregard for visiting, safety, infection control, or other hospital policies. 6. Refusal to follow instructions from Safety/Security or Administration. 7. Interference to personnel in carrying out assigned duties.
Assault (CA Penal Code 240)	An unlawful attempt, coupled with present ability, to commit a violent injury upon the person of another. There must be something more than mere threats or menace; there must be an attempted or overt act of violence. If there is a clear intent to commit violence accompanied by acts of which, if not interrupted will be followed by injury to another, an assault has been committed.
Battery (CA Penal Code 242)	Any wilful and unlawful use of force or violence upon the person of another. Since battery is a completed assault, there can be no battery without there also having been an assault.
Dangerous Weapon	An instrument capable of inflicting death or serious bodily injury.
Emergency Medical Services	Medical care provided pursuant to Title 22, Division 9, by employees who are certified EMT-1, certified EMT-II, or licensed paramedic personnel to the sick and injured at the scene of an emergency, during transport, or during inter-facility transfer.
Engineering Controls	An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard. For purposes of reducing workplace violence hazards, engineering controls include, but are not limited to: electronic access controls to employee occupied areas; weapon detectors (installed or handheld); enclosed workstations with shatter-resistant glass; deep service counters; separate rooms or areas for high risk patients; locks on doors; furniture affixed to the floor; opaque glass in patient rooms (protects privacy, but allows the health care provider to see where the patient is before entering the

	room); closed-circuit television monitoring and video recording; sight-aids; and personal alarm devices.
Environmental Risk Factors	Factors in the facility or area in which health care services or operations are conducted that may contribute to the likelihood or severity of a workplace violence incident. Environmental risk factors include risk factors associated with the specific task being performed, such as the collection of money.
Individually Identifiable Medical Information	Medical information that includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.
Patient Classification System	A method for establishing staffing requirements by unit, patient, and shift based on the assessment of individual patients by the registered nurse as specified in Title 22 for General Acute Care Hospitals.
Patient Contact	Providing a patient with treatment, observation, comfort, direct assistance, bedside evaluations, office evaluations, and any other action that involves or allows direct physical contact with the patient.
Patient Specific Risk Factors	Factors specific to a patient, such as use of drugs or alcohol, psychiatric condition or diagnosis, any condition or disease process that would cause confusion and/or disorientation or history of violence, which may increase the likelihood or severity of a workplace violence incident.
Threat of Violence	A statement or conduct that causes a person to fear for his or her safety because there is a reasonable possibility the person might be physically injured, and that serves no legitimate purpose
Work Practice Controls	Procedures, rules and staffing which are used to effectively reduce workplace violence hazards. Work practice controls include, but are not limited to: appropriate staffing levels; provision of dedicated safety personnel (i.e. security guards); employee training on workplace violence prevention

	methods; and employee training on procedures to follow in the event of a workplace violence incident.
Workplace Violence	Any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defence or defence of others. Workplace violence includes the following: 1. The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury. 2. An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury. 3. Four workplace violence types: a. Type 1 Violence – workplace violence committed by a person who has no legitimate business at the work site, and includes violent acts by anyone who enters the workplace with the intent to commit a crime. b. Type 2 Violence – workplace violence directed at employees by customers, clients, patients, students, inmates, or any others for whom an organization provides services. c. Type 3 Violence – workplace violence against an employee by a present or former employee, supervisor, or manager. d. Type 4 Violence – workplace violence committed in the workplace by someone who does not work there, but has or is known to have had a personal relationship with an employee.

Associated Policies/Plans/Protocols/Procedures/Forms

Title	Number	Location *(Hyperlink)*

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Code Grey - Management of Physical Disturbance, Abusive Behaviour	1662	Code Grey - Management of Physical Disturbance Abusive Behaviour v.3
Code Silver: Person with a Weapon and/or Hostage Situation	1663	Code Silver - Person with a Weapon and/or Hostage Situation v.3

References

CA Penal Code 240 and 242California Health and Safety Code 1257.7

California Health and Safety Code Section 1257.7 - California Attorney Resources - California Laws

California Code of Regulations Title 8 Section 3342

California Code of Regulations, Title 8, Section 342. Reporting Work-Connected Fatalities and Serious Injuries.

Cal OSHA regulation, section 3442 - Workplace Violence Prevention in Health Care

ECRMC Policy: Security Management Plan

Deleted: Security Management Plan¶
El Centro Regional Medical Center

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Law section¶

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TO: ECRMC BOARD MEMBERS

FROM: Kimberly Probus, Chief Nursing Officer

DATE: Sept 22, 2025

MEETING: Board of Trustees

SUBJECT: **STANDARDIZED PROTOCOL FOR REMOVAL OF URINARY CATHETERS**

BUDGET IMPACT: _X_Does not Apply

A. Does the action impact/affect financial resources? ___Yes _X__ No

B. If yes, what is the impact amount: _____

BACKGROUND: Revised policy to remove uncooperative patients from the list of exclusion criteria.

DISCUSSION: Triennial review of Nurse-Driven protocol

RECOMMENDATION: (1) Approve (2) Do not approve

ATTACHMENT(S):

- Triennial Policy: Removal of Urinary Catheters, Standardized Protocol for

Approved for agenda, Chief Executive Officer

Date and Signature: Pablo Velez

		Department: **Clinical Process- Hospital Wide**	
		Document Owner/Author: **Nurse** Director Med. Surg	
		Category: **Hospital Wide**	**Approval Type:** Triennial
Date Created: 01/14/2018	**Date Board Approved:** Not Approved Yet	**Date Last Review:** See overview	**Date of Next Review:** **Not Set**
Procedure Name: Removal of Urinary Catheters, Standardized Protocol for			

Purpose/Introduction

This protocol facilitates the reduction in the incidence of hospital-acquired urinary tract infections by a nurse-driven process for removing urinary catheters when they no longer meet the criteria for necessity.

Urinary tract infection (UTI) is the most common hospital-acquired infection and 80% of these infections are attributed to indwelling urethral catheters. The duration of catheterization is the most important risk factor for development of infections. Limiting catheter use and minimizing the duration that the catheter remains in place are the primary strategies for Catheter Associated Urinary Tract Infection (CAUTI) prevention.

Definitions

Term	Definition
Hospital-acquired	An infection obtained during hospitalization, not present on admission
CAUTI	Catheter associated urinary tract infection
GU	Genitourinary
I/O	Intake and Output

Equipment

1. Appropriate sized syringe if removing urinary catheter
2. Non-sterile gloves

Preparation of equipment

Prior to deflating balloon on the urinary catheter, loosen plunger on syringe by moving plunger back and forth several times.

Implementation

Every shift, the registered nurse will evaluate catheter necessity for all patients with an indwelling urinary catheter by utilizing the **Standardized Protocol for Removal of Urinary Catheters**

Standardized Protocol for Removal of Urinary Catheters (CAUTI Review)

1. DO NOT remove the urinary catheter if **any** of the following criteria are present:

- The catheter was inserted by a Urologist (physician order REQUIRED to remove)
- Urine output is less than 30 ml/per hour (adults, excluding End Stage Renal Disease (ESRD)/Dialysis patients)
- Peri-operative/Post-operative use (less than 48 hours since surgery)
- Management of acute urinary retention/obstruction or continuous bladder irrigation
- Chronic urinary catheter use
- Healing sacral/perineal wounds (stage III/IV)
- Urine output monitoring of critically ill patients
- Mechanically ventilated and/or Hemodynamically unstable in the ICU
- CHF patients with dyspnea and rapid diuresis (maximum of 36 hours)
- Comfort during end-of-life/palliative care

2. Nurses are expected to call the physician to discuss removal of the urinary catheter if the patient meets any of the following criteria:
   - The patient has had recent GU/Abdominal surgery
   - There is a current physician order to maintain the urinary catheter
   - The patient is uncooperative and/or unable to comply with strict I/O monitoring

3. The nurse will remove the urinary catheter if the patient does not meet any of the criteria in #1 and/or #2 above
   a. If the patient meets the criteria in #1 and/or #2 above, Urinary catheter may only be removed by physician order.

Standardized Protocol for Removal of Urinary Catheters (CAUTI Review) Flowsheet

Does the patient meet any of the following criteria?

1)	The catheter was inserted by a Urologist **(physician order REQUIRED to remove)**
2)	Urine output is less than 30 ml/per hour (adults excluding ESRD/Dialysis patients)
3)	Peri-operative/Post-operative (less than 48 hours)
4)	Management of acute urinary retention or urinary obstruction
5)	Chronic urinary catheter use
6)	***Healing of sacral/perineal wounds (stage III/IV)
7)	***Urine output monitoring of critically ill patient (ICU only)
8)	***CHF patient with dyspnea and rapid diuresis (maximum 36 hours)
9)	***Comfort during end of life/palliative care

___YES **STOP! DO NOT** remove urinary catheter.

Commented [CR1]: Add: MedSurg

Commented [CR2]: (less than 48 hours)

Commented [CR3]: Delete line 45

*Consider an alternative catheter; contact physician to discuss and for an order.

___NO Continue Assessment

Does the patient meet any of the following criteria?

1) Has the patient had recent GU/Abdominal surgery?
2) Is there a current order to maintain the urinary catheter?
3) Is the patient uncooperative and/or unable to comply with Strict I/O monitoring?

Commented [CR4]: (less than 48 hours)

Commented [CR5]: Delete 3

___YES **STOP!** Contact the physician to discuss and obtain an order to D/C the urinary catheter.

___NO **DISCONTINUE** urinary catheter **and** enter order to *discontinue indwelling urinary catheter per protocol.*

_____Date_____Time_____

Nurse Signature

Patient Identification

Special considerations

- Ensure proper peri-care post catheter removal
- If urinary retention occurs after catheter removal and patient cannot void, notify the physician.

Teaching Patient/Employee

Initial education of the RN includes:

1. Demonstrate competency utilizing the Standardized Protocol for Removal of Urinary Catheters through successful completion of scenarios.

Competency assessment will be performed as needed and shall include:

1. Review of the Removal of Urinary Catheter Removal Protocol Biannually
2. Review of the hospital CAUTI rates
3. Review of Foley Catheter utilization per Department

Possible Complications

Notify Charge Nurse, Unit Manager and/or physician if:

- No void after eight hours post removal of urinary catheter
- Low urine output after eight hours (such as less than 30 cc/hr for an adult patient).

- Urine discolored, bloody, or cloudy.

Documentation

Registered nurse will evaluate all patients with a urinary catheter every shift utilizing the criteria in **Standardized Protocol for Removal of Urinary Catheters** and document in the electronic health record.

If the catheter meets criteria for removal, the nurse can enter an order to discontinue the urinary catheter per protocol.

Document the removal of the urinary catheter in the electronic health record.

Associated Policies/Procedures

Title	**Number**	**Location** (Hyperlink)
Indwelling Urinary Catheter Removal	Dynamic Health	https://www.dynahealth.com/skills/t916143-indwelling-urinary-catheter-removal
Foley Catheter Insertion in an Adult with Female Genitalia	Dynamic Health	https://www.dynahealth.com/skills/t913446-foley-catheter-insertion-in-an-adult-with-female-genitalia
Foley Catheter Insertion in an Adult with Male Genitalia	Dynamic Health	https://www.dynahealth.com/skills/t916442-foley-catheter-insertion-in-an-adult-with-male-genitalia

References

Title 16, California Code of Regulations, Division 14, Board of Registered Nursing, Article 7, Standardized Procedure Guidelines, Section 1474. http://www.rn.ca.gov/pdfs/regulations/notice052813.pdf

An APIC Guide 2008 and 2010; "Guide to the Elimination of Catheter-Associated Urinary Tract Infections (CAUTIS)

HICPAC; Guidelines for Prevention of Catheter-Associated Urinary Tract Infections 2009 Evelyn, Lo M.D.

Infection Control and Hospital Epidemiology; "Strategies to Prevent Catheter-Associated Urinary Tract Infections in Acute Care Hospitals" Oct 2008, Vol. 29, Supplement 1

TO: ECRMC BOARD MEMBERS

FROM: Andrew LaFree, M.D., Chief of Staff

DATE: September 22, 2025

MEETING: Board of Trustees

SUBJECT: **TRIENNIAL REVIEW OF BIOETHICS COMMITTEE ACCESS AND CASE REVIEW POLICY**.

BUDGET IMPACT: _X_Does not Apply

A. Does the action impact/affect financial resources? ___Yes _X__ No

B. If yes, what is the impact amount: _____

BACKGROUND: The Bioethics Committee is advisory in nature. The hospital identifies access and case review for ethical issues. The Committee may make recommendations but does not make binding decisions. A patient's treating physician shall retain full responsibility for patient care. The physician cannot be required or be urged to follow the directions of the Bioethics Committee. The Committee shall not write orders for treatment (either to give or withhold), or have the authority to compel compliance with its recommendations.
Suggested changes to the Bioethics Committee Access and Case Review policy to reflect formatting (no change in content), and Committee Structure (members).

DISCUSSION: No direct changes to the intent of the policy suggested, only structure of Committee membership.

RECOMMENDATION: (1) Approve (2) Do not approve

ATTACHMENT(S):

- Triennial Review: Bioethics Committee Access and Case Review

Approved for agenda, Chief Executive Officer

Date and Signature: _____

		Department: Medical Staff Services (8710)	
		Document Owner/Author: Sr. Medical Staff Services Director	
		Category: Hospital Wide	**Approval Type:** Triennial
Date Created: 02/1996	**Date Board Approved:** ~~01/09/2017~~	**Date Last Review:** ~~11/23/2022~~ 07/08/2025	**Date of Next Review:** Triennial
Procedure Name: Bioethics Committee Access and Case Review			

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Purpose/Introduction

The Bioethics Committee is advisory in nature. The hospital identifies access and case review for ethical issues. The Committee may make recommendations but does not make binding decisions. A patient's treating physician shall retain full responsibility for patient care. The physician cannot be required or be urged to follow the directions of the Bioethics Committee. The Committee shall not write orders for treatment (either to give or withhold), or have the authority to compel compliance with its recommendations.

This procedure pertains to all patients, visitors, and hospital/medical staff of El Centro Regional Medical Center (ECRMC).

Definitions

Term	Definition
Bioethics	A discipline dealing with the ethical implications of biological research and applications especially in medicine.
Terminal	Predicted to lead to death; incurable.
Decision Making Capacity	A patient has decision making capacity if they are able to (1) understand the need for treatment, the implication of receiving and of not receiving treatment, and alternative forms of treatment that are available, and (2) relate that information to their personal values, and then to make and convey a decision. Diagnosed mental illness in itself does not justify a determination of decision making incapacity. Capacity determinations are specific only to the particular decision that needs to be made. Competence and capacity are often used interchangeably in health care. Incompetent and incompetency is a legal determination, whereas capacity and incapacity are usually medical determinations. If there is

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	a disagreement about a patient's capacity, a court determines whether the patient lacks competency.

Implementation/Procedure

Types of Issues Considered

The types of ethical issues prone to conflict to be considered by the Committee will include but are not limited to the following:

- Terminal patients;
- End-of-life decisions such as nutritional support, do not resuscitate orders, advance directives, withdrawal and/or withholding treatment, conflict among patients, family, and/or caregivers as to treatment, pain management and comfort care;
- Ethical conflicts concerning types of treatment, modalities, procedures, etc.;
- Newborn/Perinatal ethical issues;
- Care given but not desired by the patient/family/guardian;
- Care desired by the patient/family/guardian but not given;
- Conflicts between caregivers concerning treatment given or withheld;
- Questions concerning brain death, severe coma, and persistent vegetative state;
- Major issues relating to obtaining or failure to obtain appropriate consent.

The Bioethics Committee will consider any bioethical issue that directly relates to the care and/or treatment of patients. Its role does not extend to issues which, while ethical in nature, are not directly related to patient care. Such issues are to be forwarded to the appropriate forum for review. Alternative forums for discussion of non-bioethical issues might be the Medical Executive Committee (MEC), the Physician's Well-being Committee, Hospital Management or the Board of Trustees. The Committee shall designate at least one of its regular members to resolve conflicts as to whether an issue is bioethical in nature.

Committee Structure

The Bioethics committee shall ~~consist of:~~ **be at the discretion of the committee Chair and may include:**

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- Physicians
- Nurses
- Social work/Case Management
- Clergy **(as needed)**
- Administrators
- Representative from the Board of Trustees
- Lay representative **(as needed)**
- Patient family or significant other **as requested** (during open session only)
- Legal expert or legal counsel (optional, **as needed**)

A member may represent more than one discipline. Each member shall designate an individual to serve as their designee as needed. A legal expert shall provide a legal viewpoint only. They shall not provide legal advice to the Committee. When required, the hospital Attorney shall advise the Committee in the manor determined by the Committee (in person/phone/via a designated Committee member).

The Committee shall have the right to request other physicians, hospital staff, or individuals with particular expertise to attend in an advisory capacity.

Quorum

A quorum shall consist of two (2) voting members at least one of which must be a physician. Alternates are permitted and encouraged to attend any meeting but shall be counted for purposes of a quorum only if they are attending in an official capacity for the member who is absent.

Voting Rights

Any regular member attending a meeting shall have voting rights.

Conflict of Interest

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A member shall declare a conflict of interest if the issue under consideration an immediate family member, an individual with whom they have a financial relationship or circumstances under which they have the potential for financial benefit, or an individual for whom they have legal guardianship. In such cases, the committee may allow participation in the discussion on the matter in as much as is beneficial to resolve the question at hand. Members and alternates may voluntarily declare a conflict of interest and refrain from discussion and or voting for circumstances other than those listed above.

Meeting Frequency

General Business

The Committee shall meet as often as necessary for the purposes of reviewing its policies and procedures, discussing current ethical issues, and conducting other such general business as may be necessary.

Case Review/Specific Ethical Issues

The Bioethics Consultation Committee shall meet as often as necessary to discuss specific cases or ethical issues. When requested, a meeting of the Bioethics Consultation Committee shall be held within twenty-four (24) hours of the request.

Bioethics Consultation

The Bioethics Consultation Committee recognizes that often consultation requests are prompted by an emergency or an immediate need by caregivers to resolve a bioethical question or dilemma. The Bioethics Consultation Committee will be assembled to collect information from all involved parties for discussion and recommendation of possible imminent ethical issues. The committee consultation access and composition will be determined by whether or not it is normal operating hours or after hours/weekend. In both cases, the Bioethics Consultation will be convened within 24 hours during normal operating hours or as soon as possible, after hours or weekends.

Accessing the Bioethics Consultation Committee

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Deleted: which create a mandatory conflict of interest.

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Access to the Bioethics Consultation Committee may be requested via the Medical Staff Office by members of the medical staff, hospital staff, patients, and members of patient's families or significant others.

The Medical Staff Office shall schedule a meeting of the Bioethics Consultation Committee to be held and shall assist in arranging the meeting location and notifying members.

During normal operating hours

- Access to the Bioethics Consultation Committee will be initiated through the medical staff office.
- The medical staff office will assist in scheduling a meeting within 24 hours.
- The Bioethics Consultation Committee will review the case and review/discuss information and concerns.
- The composition of the Bioethics Consultation Committee will consist of at least one Physician, one RN, and one other available voting member of the Bioethics Committee.

During after hours, weekends, and holidays

- Access the Bioethics Consultation Committee when the Medical Staff Office is closed, after hours, weekends, and holidays, will be by direct conversation between the requesting practitioner and the Bioethics Chairman.
- The requesting Physician will contact the Bioethics Chairman to discuss specifics of case.
- The Bioethics Chairman, after initial discussion, will determine as to whether the issue is one of the Bioethical nature.
- After discussion with the requesting practitioner the Committee Chairperson has the authority to resolve such issues.
- The Chairperson may make a determination to refer case to the Bioethics Consultation Committee.
- If determined appropriate for referral, a meeting shall be scheduled according to the procedure above during normal operating hours.

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Deleted: through the Nursing House Supervisor

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Deleted: If, after initial review there remain questions as to whether the issue is one of Bioethics,

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Conducting the Meeting

At the first Bioethics Committee meeting all members will be asked to sign a Confidentiality Acknowledgment Form.

The Committee shall attempt to complete its business in a single meeting. If necessary, however, the meeting may be adjourned and reconvened as needed.
The Committee and its information shall be treated as confidential under the Medical Staff Bylaws and Section 1157 of the California Evidence Code.

Documentation Requirements

A Physician from the Committee or Ad Hoc subcommittee shall document the following in the patient's medical record:

- Source of the referral (consulting service)
- Ethical issues addressed
  - Be as specific as possible
  - Avoid words with a negative connotation such as "conflict, etc."
- Process for gathering of information
  - Chart review
  - Conversations/interviews (staff/family/patients, etc.)
  - Only medical facts that explain and support ethical analyses, justifications, and recommendations (patient decision making capacity, medical intervention at issue, and medical prognosis).
- Ethical Assessments, Analyses and Justifications
  - Brief and concise summary critically necessary to support recommendations (if necessary in unusual cases; policy, case law, state law, etc.)
- Recommendations
  - Stated in list format
  - Explicit and concrete
- Closing

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- Resolution achieved or,
- Additional meeting schedule

Canceling a Meeting

Once requested, a meeting may be canceled with the consent of the individual/s that made the request and the Chairman of the Committee.

Associated Policies/Procedures

Title	**Number**	**Location** (Hyperlink)
Advanced Directives		https://ecrmc.navexone.com/content/dotNet/documents/?docid=21182
Consent		https://ecrmc.navexone.com/content/dotNet/documents/?docid=15248
Health Care Decisions for Unrepresented Patients		https://ecrmc.navexone.com/content/dotNet/documents/?docid=21190
Withholding/Withdrawal of Life Sustaining Treatment		https://ecrmc.navexone.com/content/dotNet/documents/?docid=15491

References

Practical Guidance for Charting Ethics Consultations retrieved from:
file:///C:/Users/5745/Downloads/HECF-S-13-00021%20(1).pdf
TJC Standard RI.01.05.01

SHARED SERVICES AGREEMENT

This Shared Services Agreement ("Agreement") is made and entered into effective as of August 1, 2025 (the "Effective Date") by and between **Imperial Valley Healthcare District**, a California healthcare district ("IVHD") and **El Centro Regional Medical Center** a separate public agency and enterprise operation of the City of El Centro organized and operating as a municipal hospital ("ECRMC") (collectively referred to as the "Parties" and each a "Party").

RECITALS

WHEREAS, effective August 1, 2025 IVHD, ECRMC and the City of El Centro ("City") entered into an Asset Transfer Agreement ("ATA") whereby ECRMC and the City have agreed to transfer the assets and liabilities of ECRMC to IVHD in accordance with the provisions of AB 918, Health & Safety Code §32499.5 *et. seq.*; and

WHEREAS, IVHD owns and operates Pioneer Memorial Hospital and ECRMC operates El Centro Regional Medical Center (collectively, the "Hospitals"); and

WHEREAS, the Parties intend that such Hospitals shall be combined into an integrated healthcare system upon the closing of the transaction contemplated in the ATA; and

WHEREAS, the Parties have determined that upon closing of the transaction contemplated by the ATA, the management team of ECRMC will be substantially integrated with the management team of IVHD, and such combined managers shall serve post-closing as the management team for the Hospitals, subject to the governance of the IVHD Board of Trustees; and

WHEREAS, the Parties have further determined that prior to closing the transaction contemplated in the ATA, various functions and services associated with the operation of the Hospitals are required to be significantly integrated and/or preparations made to substantially integrate such functions upon closing.

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

1. SHARED SERVICES

1.1 Shared Services. Prior to closing of the transaction, both IVHD and ECRMC shall mutually cooperate by providing shared services between the IVHD and ECRMC management teams to manage and integrate clinical and operational services that are set forth in Exhibit A ("Shared Services").

1.2 Access to Information. IVHD and ECRMC shall both provide to designated management personnel providing the Shared Services full and complete access to information,

records and systems necessary for the provision of such Shared Services and to effect substantial integration of the Hospitals effective at closing.

1.3 Changes to Shared Services. Notwithstanding the Shared Services identified in Exhibit A, the Parties agree to consider in good faith any reasonable request for the provision of additional Shared Services that are necessary for the integration of operations of the Hospitals that are not included in the Exhibit as of the Effective Date of this Agreement. In the event the Parties agree, in their discretion, to provide such additional Shared Services, the Parties shall amend this Agreement and the respective Shared Services exhibit, which shall be included in Exhibit A with respect to such additional Shared Services. Any such additional Shared Services provided hereunder shall constitute Shared Services and shall be subject in all respect to the provisions of this Agreement as if fully set forth on Exhibit A as of the Effective Date.

1.4 Termination of Shared Services. The Parties acknowledge and agree that either Party may determine from time to time that it does not require or no longer intends to provide or receive all the Shared Services set forth in Exhibit A. Accordingly, notwithstanding anything in this Agreement to the contrary, either Party may terminate any Shared Service that it provides or that it receives upon thirty (30) days written notice to the other Party, with a corresponding amendment to the respective Shared Services exhibit.

1.5 Asset Transfer Agreement. The Parties agree that this Agreement is at all times subject to the terms and conditions set forth in the ATA, and shall be considered as necessary to the fulfillment of the obligations and duties of each Party for concluding and closing the transaction contemplated under the ATA.

2. ACCESS TO PREMISES.

2.1 Access to the Hospitals. The Parties shall each provide, at no cost to the other Party and without barrier or pre-condition, access to the Hospitals, facilities, and books and records in all cases to the extent reasonably necessary to comply with the terms of this Agreement and to provide the Shared Services. Further, either Party shall be entitled to make copies, either paper or electronic, of such books and records as necessary to effect this Agreement. Both Parties agree that in providing such Shared Services, it and its employees shall conform to all applicable policies and procedures of the other Party concerning health, safety and security of which they have been notified in writing in advance.

2.2 Confidential Information and Privacy. The Parties have previously entered into a Confidentiality and Non-Disclosure Agreement ("NDA") dated April 1, 2024 that is still in full force and effect and the provision of such Shared Services shall be fully subject to the confidentiality requirements of that NDA. Further, to the extent that the Parties are required to access patient identifiable information to perform the Shared Services contemplated by this Agreement, they shall enter into a Business Associate Agreement ("BAA") in accordance with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") in a form as set forth and attached as Exhibit B of this Agreement.

3. ELIGIBILITY FOR GOVERNMENT PROGRAMS.

3.1 Eligibility Status. Each Party represents it has not been convicted of a criminal offense related to health care, and it is not, nor are any of its employees or agents performing services under this Agreement, currently listed on the List of Excluded Individuals and Entities ("LEIE") by the Office of Inspector General of the Department of Health and Human Services or by any other Federal or State of California agency or department (including the General Services Administration) as debarred, excluded or otherwise ineligible for participation in federal or state programs and/or federally funded health care programs including Medicare and Medicaid (collectively, "Excluded"). Each Party further represents that, to the best of its knowledge, neither it nor its employees/agents are under investigation or otherwise aware of any circumstances which may result in such Party or its employees/agents being Excluded.

3.2 Continuing Duty. Each Party shall (i) regularly verify the continued accuracy of the eligibility status representation (as described in Section 3.1); (ii) immediately terminate its relationship with any individual, agent or entity upon discovering such individual, agent or entity is Excluded; and (iii) notify the other Parties immediately, in writing, of any change in circumstances related to its representations made in this Section 3).

4. TERM.

4.1 Term. Unless earlier terminated as provided in Section 5, the initial term of this Agreement (the "Initial Term") shall commence as of the Effective Date and shall remain in effect for one (1) year or until the transaction contemplated by the ATA has closed, whichever is earlier.

5. TERMINATION OF AGREEMENT.

5.1 No Cause Termination. Either Party may, without stated cause, provide to the other Party thirty (30) days written notice of termination of this Agreement.

6. NO PAYMENT FOR SERVICES.

6.1 No Fee for Shared Services. The Parties agree that there shall be no payment of fees and/or costs to be paid by either Party for the provision of Shared Services pursuant to this Agreement.

6.2 Responsibility for Wages and Fees. During the Term of this Agreement, and while any employee of a Party is engaged in providing Shared Services pursuant to this Agreement: (i) such employees will remain employees of the respective Party or its affiliate, as applicable, and shall not be deemed to be employees of the other Party for any purposes; and (ii) each Party or its affiliate, as applicable, shall be solely responsible for the payment and provision of all wages,

bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable taxes relating to such employment.

7. INDEMNIFICATION.

7.1 Mutual Indemnity. Each Party agrees that it shall defend, indemnify and hold harmless (the "Indemnifying Party") the other Party, their permitted successors and assigns and their respective directors, officers, and employees (collectively, the "Indemnified Parties") from and against any and all Losses incurred by such Indemnified Parties arising from or out of any claim for any injury to or death of any Person or loss or damage to property of any Person to the extent such claims and/or Losses arise out of any breach of this Agreement or negligence or willful misconduct by the Indemnifying Party, except and to the extent that such Loss is due to the negligence or willful misconduct of the Indemnified Party.

7.2 Prompt Notice Required. As a condition precedent to any indemnity owed by the Indemnifying Party hereunder, the Indemnified Parties must provide prompt and timely written notice to the Indemnifying Party of such Losses.

8. ACCESS TO RECORDS; CONFIDENTIALITY; STATUTORY EMPLOYER

8.1 Access to Records and Record Retention. The Parties shall retain this Agreement (including all amendments and agreements hereto) and any of their books, documents, and records that may serve to verify the costs of this Agreement for a period of ten (10) years after the services contemplated herein have been performed. All Parties agree to allow the Secretary of the Department of Health and Human Services and the Comptroller General access to the Agreement, books, documents, and records in the event that such access is requested in writing and is made in accordance with applicable federal regulations and requirements. Furthermore, a Party's auditors or compliance team shall have the right upon reasonable written notice to inspect and audit, during a Party's regular business hours and at no expense to such Party, the books and records of a Party, in order to verify compliance with this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Parties Bound. This Agreement shall bind and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.2 Governing Law. This Agreement has been executed and shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles that would require the application of any other law.

9.3 Independent Contractors. The relationship between the Parties is that of independent contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other, except as otherwise provided in this Agreement.

9.4 Jurisdiction, Venue and Service of Process. The exclusive venue for any lawsuit filed by any Party to this Agreement is the County of Imperial, State of California. The Parties agree that any of them may file a copy of this Section with any court as written evidence of the knowing, voluntary, and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth hereinabove. Process in any lawsuit referred to in the first sentence of this Section may be served on any party anywhere in the world.

9.5 Rule of Construction. The Parties acknowledge and agree that this is a negotiated agreement, in which all Parties have received the assistance and advice of competent legal counsel; and accordingly that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.

9.6 Severability. If any term, provision, covenant or condition of this Agreement is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable legal requirements, the remaining portions or provisions shall continue in full force and effect, unless the effect of such severance would be to substantially alter this Agreement or obligations of the Parties, in which case the Agreement may be immediately terminated.

9.7 Integration. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement cancels and supersedes all prior shared services agreements and understandings, oral or written, among the Parties.

9.8 Non-Waiver. No waiver of any breach or default hereunder shall be considered valid, unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of a similar nature.

9.9 Notices. All notices, demands and other communications to be given or delivered pursuant to or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given and received (i) if by hand or electronic delivery, when delivered; (ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service. Notices, demands and communications to Manager shall, unless another address is specified in writing, be sent to the addresses indicated below:

If to IVHD:
Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 92227
Attention: Christopher Bjornberg, CEO
Email: cbjornberg@iv-hd.org

With a Copy to:

Snell & Wilmer LLP
12230 El Camino Real

Suite 300
San Diego, CA 92130
Attention: Adriana Ochoa
Email: arochoa@swlaw.com

If to ECRMC:
El Centro Regional Medical Center
1415 Ross Avenue
El Centro, CA 92243
Attention: Pablo Velez, CEO
Email: pablo.velez@ecrmc.org

With a Copy to:

El Centro Regional Medical Center
1415 Ross Avenue
El Centro, CA 92243
Attention: Douglas Habig, General Counsel
Email: douglas.habig@ecrmc.org

9.10 Authorized Representative. Except as may be provided more specifically herein, if approvals, authorizations, or notices are required hereunder, they shall be given on behalf of ECRMC by the Chief Executive Officer of ECRMC and on behalf of IVHD by the Chief Executive Officer of IVHD.

9.11 Form of the Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, single or plural, as the identity of the person(s) or thing(s) may require. Article and Section headings are included for convenience of reference only and shall not define, limit, extent or otherwise affect the interpretation of this Agreement or any of its provisions.

9.12 Amendment. This Agreement may be amended or modified only in writing signed by the Parties.

9.13 Further Cooperation. In order to confirm this Agreement or carry out its provisions or purposes, each Party shall cooperate with the other and shall take such further action and execute and deliver such further documents as the other may reasonably request.

9.14 Assignability. Neither Party may assign its rights or delegate its duties (by subcontract or otherwise) under this Agreement without the prior written consent of the other Party.

9.15 No Third Party Beneficiaries. Nothing in this Agreement shall be construed as conferring any benefit, either directly or indirectly, on any person or entity not a Party to this Agreement.

9.16 Referrals. The Parties acknowledge that none of the benefits granted ECRMC or the IVHD hereunder are conditioned on any requirement that any physician make referrals to, be in a position to make, or influence referrals to, or otherwise generate business for, the Hospitals.

9.17 Force Majeure. The obligations of the Parties under this Agreement with respect to any Shared Services shall be suspended during the period and to the extent that the Parties are prevented or hindered from providing such Shared Services, or the Parties are prevented or hindered from receiving such Shared Services, due to any of the following events (collectively, "Force Majeure Events"): acts of God, civil or military acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, national or regional emergency, shortage of adequate power, failure of transportation, strikes or other work interruptions by either Party's employees, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other Party stating the date and extent of such suspension and the cause thereof. The Party suffering the Force Majeure Event shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Neither Party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to a Force Majeure Event and beyond the reasonable control of the party so failing, and due diligence is used in curing such cause and in resuming performance.

9.18 Additional Instruments. Each of the Parties shall, from time to time, at the request of any other Party, execute, acknowledge and deliver to the other Parties any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

9.19 Headings. All section and part headings are inserted for convenience. Such headings shall not affect the construction or interpretation of this Agreement.

9.20 Multiple Counterparts. Provided all Parties execute an identical copy of this Agreement, including Exhibits, the Parties acknowledge and agree that these multiple counterparts will be considered fully executed originals.

9.21 Time Periods. Time periods expressed by a specified number of days shall be based on calendar days.

9.22 Execution Warranty. Each person signing this agreement on behalf of a Party represents that the execution of this Agreement has been duly authorized by the Party for which representative is signing, and that no restrictions or restrictive agreements exist that prevent either the execution or the carrying out of this Agreement by such Party.

10. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS

10.1 Non-Discrimination and Affirmative Action. The Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended,1 the Rehabilitation Act of 1973, as amended,

the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of l 975, the Fair Housing Act of l 968 as amended. The Parties also agree to abide by the requirements of the Americans with Disabilities Act of 1990. The Parties agree not to discriminate in employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

10.2 Compliance with Federal Law. The Parties and their respective officers, directors, employees and agents (including, as to ECRMC, the HSC-S Faculty) shall comply with the applicable provisions of the Federal Criminal False Claims Act (18 U.S.C. § 287 et seq.), the Federal Civil False Claims Act (31 U.S.C. § 3729 et seq.), the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Physician Self-Referral Law (42 U.S.C. § 1395rm) ("Stark II"), the California Medical Assistance Programs Integrity Law (La. R.S. 46:437.1 et seq.) and other applicable Federal and California statutes and regulations relating to health care.

IN WITNESS WHEREOF, the Parties have executed this Shared Services Agreement on the dates written below, to be effective as of the Effective Date.

Imperial Valley Healthcare District

By: _____
Christopher R. Bjornberg, Chief Executive Officer

El Centro Regional Medical Center

By: _____
Pablo Velez, Chief Executive Officer

EXHIBIT A

SHARED SERVICES

The Shared Services to be provided to and collaborated on by the Parties are as follows:

1. Finance – The Parties shall collaborate on the finance services, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services with third parties and all other matters pertaining to finance services for the combined organization.

2. Human Resources – The Parties shall collaborate on human resources services, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services with third parties and all other matters pertaining to human resources services for the combined organization.

3. Quality and Education – The Parties shall collaborate on quality and education services, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services by third parties and all other matters pertaining to quality and education services for the combined organization. Further, as necessary the Quality Director for ECRMC shall serve in the capacity as Quality Director for IVHD and ECRMC's Quality Incentive Program ("QIP") staff shall provide services to evaluate, improve and implement changes to IVHD's QIP.

4. Pharmacy – The Parties shall collaborate on pharmacy services, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services by third parties and all other matters pertaining to pharmacy services for the combined organization. As necessary, IVHD shall provide their Pharmacist in Charge (PIC) to support and direct the ECRMC pharmacy. Likewise, ECRMC shall provide IVHD with compounding medications and services.

5. Laboratory – The Parties shall collaborate on laboratory services, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services by third parties and all other matters pertaining to laboratory services for the combined organization. As necessary, the parties will provide clinical laboratory scientists (CLS) to the other party for staffing purposes.

6. Hospital Clinical Services – The Parties shall collaborate on hospital clinical services, both inpatient and outpatient, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services by

third parties and all other matters pertaining to hospital clinical services for the combined organization.

7. Outpatient Clinics – The Parties shall collaborate on outpatient clinics, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services by third parties, leases and facilities and all other matters pertaining to outpatient clinics for the combined organization.

8. Information and Technology – The Parties shall collaborate on information and technology services, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services by third parties and all other matters pertaining to information and technology services for the combined organization.

9. Facilities and Construction – The Parties shall collaborate on facilities and construction services, including but not limited to staffing and leadership, operational issues, systems and processes, leases, construction plans, policies and procedures, contract services by third parties and all other matters pertaining to facilities and construction services for the combined organization.

10. Medical Equipment – The Parties shall collaborate on medical equipment services, including but not limited to staffing and leadership, operational issues, systems and processes, policies and procedures, contract services by third parties and all other matters pertaining to medical equipment services for the combined organization. Further, both ECRMC and IVHD shall exchange and share medical equipment and services based on need of either organization.

11. Medical Staff – The Parties shall collaborate on medical staff issues, including but not limited to staffing and leadership, operational issues, systems and processes, bylaws, policies and procedures, contract services by third parties and all other matters pertaining to medical staff for the combined organization.

12. Compliance and Risk Management – The Parties shall collaborate on compliance and risk management issues, including but not limited to staffing and leadership, systems and processes, policies and procedures, contract services by third parties and all other matters pertaining to compliance and risk management for the combined organization.

13. Marketing and Patient Experience – The Parties shall collaborate on marketing and patient experience issues, including but not limited to staffing and leadership, systems and processes, policies and procedures, contract services by third parties and all other matters pertaining to marketing and patient experience for the combined organization.

EXHIBIT B

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 COUNTY HEALTHCARE DISTRICT**, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq.* ("Covered Entity") and **EL CENTRO REGIONAL MEDICAL CENTER** ("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 into 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.

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, delegatees, representatives, or subcontractors); (ii) a violation of HIPAA by Business Associate (including its employees, agents, delegatees, representatives, or subcontractors); (iii) a breach of this BA Agreement by Business Associate (including its employees, agents, delegatees, 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, delegatees, 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Business Associate Agreement effective as of August 1, 2025

COVERED ENTITY

IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____
Christopher Bjornberg, CEO

BUSINESS ASSOCIATE

EL CENTRO REGIONAL MEDICAL CENTER

By: _____
Pablo Velez, CEO

NOTICE:

If to Covered Entity:

Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 9227
Attn: Christopher Bjornberg, CEO
cbjornberg@iv-hd.org

If to Business Associate:

El Centro Regional Medical Center
1415 Ross Avenue

El Centro, CA 92243
Attention: Pablo Velez, CEO
Email: pablo.velez@ecrmc.org

TO: HOSPITAL BOARD MEMBERS

FROM: David Momberg, Chief Financial Officer

DATE: September 22, 2025

MEETING: Board of Trustees

SUBJECT: July 2025 Month and Year-to-Date Financial Statements

BUDGET IMPACT: _X_Does not Apply

A. Does the action impact/affect financial resources? ___Yes ___ No
B. If yes, what is the impact amount: _____

BACKGROUND: The month of July resulted in net operating gain of $2.1M, a negative margin of 13% and positive EBIDA of $3.58M. FYTD EBIDA is positive at $3.58M and positive margin YTD of 22.6%.

DISCUSSION: For a more detailed description of financial performance, please see the attached Financial Report.

RECOMMENDATION: (1) Approve (2) Do not approve

ATTACHMENT(S):

- Financial Packet for July 2025

Approved for agenda, Pablo Velez

Date and Signature: Pablo Velez

July 2025 Financial Report

August 2025 – No Board Meeting

To: Finance Committee

From: David Momberg, Chief Financial Officer

The following package contains:

- Comparative volumes vs. Prior Month/Year
- Balance Sheet vs. Prior Month comparison
- Operating Statement vs. Prior Month comparison
- Monthly Cash Flow (Fiscal Year to Date)

Balance Sheet:

a) Cash balance decreased ($2.2M) mainly due five Accounts Payable runs coupled with 3 payroll transfers processed during the month.
b) Other Receivables decreased ($162k) due to 340b pharmacy payments received (mainly Farmacia del Pueblo, Hope and Optum).
c) Prepaid Expenses & Other increased ($680k) due to insurance and annual service contracts prepaid at the beginning of the year.
d) Funds held by Trustee for Debt Service decreased ($3.9M) due to semi-annual bond payment.
e) Deferred Outlfows of Resources – Pension decreased ($720k) due to no payments made during the month related to credit on pension account.
f) Current Portion of Capital Lease Obligations increased ($319k) due to DaVinci XI robot debt recognition.
g) Accounts Payable and Accrued Expenses decreased ($3M) mainly due to semi-annual bond payment.

h) Accrued Compensation and Benefits decreased ($1.9M) due to payroll transfer processed on July 30th.
i) Days in A/R increased to 55.16 from 54.75. The goal is 50 days.
j) Accounts payable days decreased, 77.53 vs. 91.08 days from previous month.
k) Current Ratio is 1.47 (1.32 last month).

Income Statement – Current Month Actual vs. Prior Month:

a) Our Inpatient Revenue is 25.6% higher mainly due to higher patient days (1,466 vs. 1,260 prior month).
b) Our Outpatient Revenue is 14.8% higher mainly due to higher Outpatient Visits (9,017 vs. 8,357 prior), higher Clinic visits (6,556 vs. 5,820 higher Oncology (2,092 vs. 1,783 prior) and higher surgeries (535 vs. 470 prior).
c) Contractuals for the month are 79.3% of gross revenues (79.3% YTD).
d) Charity and Bad debt are 1.2% of gross revenues.
e) Registry is 25.3% higher related to higher Pharmacy registry expenses.
f) Professional Fees – Medical increased 14.2% due UCSD radiology services.
g) Professional Fees – Non-medical decreased 14.7% due to lower Sheppard Mullin Richter invoices.
h) Supplies – Medical increased 26.5% due to higher volumes.
i) Supplies – Non-Medical increased 16.2% due to higher volumes.
j) Insurance expense is 128.8% higher due to timing on prepaid insurance payments.
k) July 2025 shows a Net gain of $1.7M (*$3.6M positive EBIDA*).

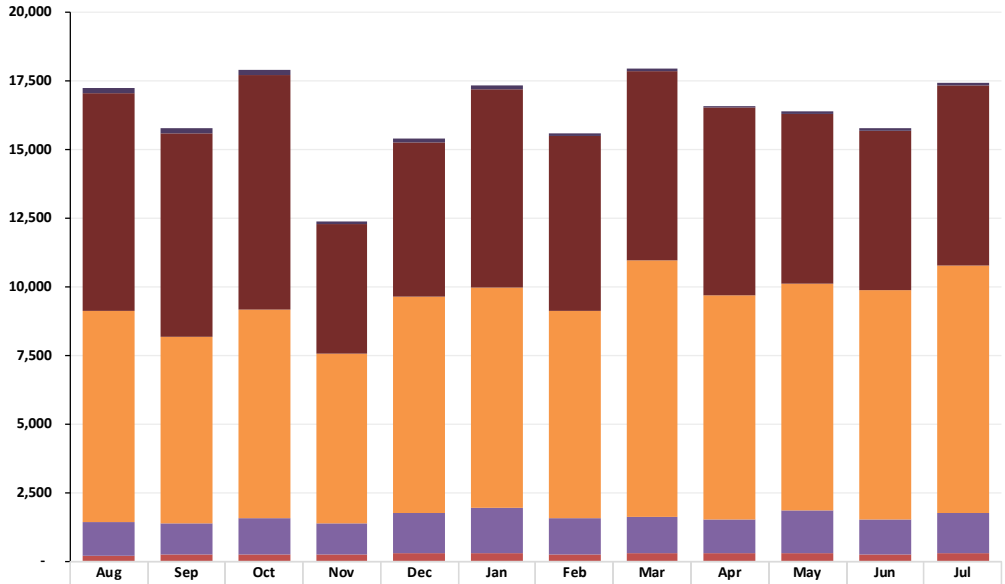
Definitions:

- **EBIDA** - Earnings Before Interest, Depreciation, and Amortization.
- **Contribution Margin** – Total Revenue minus Expenses (excluding functional areas of IT, Finance, HR, and management assessments/restructuring costs).
- **EBIDA Margin** – EBIDA/Total Revenue.
- **Operating Expenses Per Day** – Total Expenses less Depreciation divided by Days.
- **Operating Revenue Per Day** – Operating Income/Days.
- **Days Cash on Hand** – Cash/Operating Expenses per Day.
- **Days Revenue in A/R** – Accounts Receivable/Operating Revenue per Day.
- **Current Ratio** – Current Assets/Current Liabilities.
- **Equity Financing Ratio** – Total Capital/Total Debt.

El Centro Regional Medical Center
Comparative Volumes as of July 31, 2025

	Apr 2025	May 2025	Jun 2025	Jul 2025	YTD Actual	YTD Budget	YTD Variance
Adult Admissions (excl. Observation)	289	302	256	292	292	267	25
Patient Days (excl. Observation)	1,241	1,563	1,260	1,466	1,466	1,337	129
Average Length of Stay (excl. Observation)	4.3	5.2	4.9	5.0	5.0	5.0	0.0
Average Daily Census (excl. Observation)	41.4	50.4	42.0	47.3	47.3	47.3	-
Average Daily Census (ADC) Observation	2.3	3.6	3.7	3.2	3.2	4.5	(1.2)
Total ADC (including Observation)	43.7	54.0	45.7	50.5	50.5	51.7	(1.2)
Observation Days (excluding Obstetrics)	69	111	110	100	100	138	(38)
Outpatient Visits (excluding Clinics)	8,165	8,238	8,357	9,017	9,017	7,628	1,389
Emergency Room Visits	2,737	2,985	2,705	2,875	2,875	2,825	51
El Centro Rural Health Clinic Visits	3,588	3,322	2,972	3,385	3,385	3,425	(40)
Calexico Rural Health Clinic Visits	2,609	2,260	2,248	2,485	2,485	2,705	(220)
Rural Health Clinic Visits - Total	6,197	5,582	5,220	5,870	5,870	6,130	(260)
Wound Healing Center Visits	99	109	125	118	118	143	(25)
Oncology Center Visits	540	512	475	568	568	622	(54)
Oncology Center Infusion Procedures	1,497	1,400	1,308	1,524	1,524	1,388	136
Surgeries without C-Sections	412	409	433	486	486	430	56
DaVinci Cases	50	64	37	49	49	52	(3)

Rolling-12 Volume Trend



	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025
Observation Days	165	218	180	68	127	123	108	84	69	111	110	100
Total Clinic Visits (RHCs, ONC, WHC)	7,964	7,404	8,582	4,727	5,610	7,224	6,386	6,899	6,836	6,203	5,820	6,556
Outpatient Visits (excl. Clinics)	7,679	6,786	7,563	6,195	7,902	8,038	7,531	9,341	8,165	8,238	8,357	9,017
Adult Patient Days (excl. Observation)	1,220	1,153	1,345	1,123	1,471	1,660	1,323	1,344	1,241	1,563	1,260	1,466
Adult Admissions	213	246	246	254	283	285	270	298	289	302	256	292

ECRMC BALANCE SHEET COMPARED TO PRIOR MONTH

	July 31, 2025	June 30, 2025	Variance ($)	Variance (%)
Assets				
Current Assets:				
Cash and Cash Equivalents	$ 4,137,414	$ 6,294,217	$ (2,156,803)	-34%
Net Patient Accounts Receivable	36,415,835	36,428,147	(12,311)	0%
Other Receivables	225,073	386,708	(161,635)	-42%
Due from Third-Party Payors	27,051,740	24,578,292	2,473,448	10%
Inventories	2,943,820	2,921,478	22,343	1%
Prepaid Expenses & Other	1,804,460	1,124,843	679,617	60%
Total Current Assets	72,578,342	71,733,684	844,658	1%
Assets Limited as to Use				
Restricted Building Capital Fund	275,431	257,064	18,367	7%
Funds Held by Trustee for Debt Service	9,922,218	13,852,911	(3,930,693)	-28%
Restricted Programs	11,497	11,497	-	0%
Total Assets Limited as to Use	10,209,146	14,121,472	(3,912,326)	-28%
Property, Plant, and Equipment: Net	158,092,378	157,864,365	228,013	0%
Other Assets	819,946	802,627	17,319	2%
Total Assets	241,699,813	244,522,148	(2,822,336)	-1%
Deferred Outflows of Resources				
Deferred Outflows of Resources - Pension	1,493,620	2,213,220	(719,600)	-33%
Total Deferred Outflows of Resources	1,493,620	2,213,220	(719,600)	-33%
Total Assets and Deferred Outflows of Resources	$ 243,193,432	$ 246,735,368	$ (3,541,936)	-1%
Liabilities				
Current Liabilities:				
Current Portion of Bonds	1,415,000	1,410,000	5,000	0%
Current Portion of Capital Lease Obligations	903,476	938,003	(34,528)	-4%
Accounts Payable and Accrued Expenses	22,905,172	25,914,509	(3,009,337)	-12%
Accrued Compensation and Benefits	9,006,556	10,913,840	(1,907,284)	-17%
Due to Third-Party Payors	6,643,581	6,125,062	518,519	8%
Total Current Liabilities	40,873,785	45,301,415	(4,427,630)	-10%
Long-Term Bond Payable, Less Current Portion	111,614,738	111,716,005	(101,267)	0%
Capital Lease Obligations, Less Current Portion	5,180,173	5,375,683	(195,510)	-4%
Notes Payable, Less Current Portion	26,962,963	27,481,481	(518,519)	-2%
Net Pension Liability	55,644,700	55,644,700	-	0%
Total Liabilities	240,276,358	245,519,284	(5,242,926)	-2%
Deferred Inflows of Resources	-	-	-	0%
Deferred Inflows of Resources - Pension	-	-	-	0%
Total Deferred Inflows of Resources				
Net Position				
Restricted Fund Balance	26,667	26,469	198	1%
Fund Balance	2,890,407	1,189,614	1,700,792	143%
Total Net Position	2,917,074	1,216,084	1,700,990	140%
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 243,193,432	$ 246,735,368	$ (3,541,936)	-1%
Days Cash on Hand	10.29	15.89		
Days Revenue in A/R	74.43	71.55		
Days in A/P	79.37	92.94		
Current Ratio	1.78	1.58		
Debt Service Coverage Ratio	3.48	1.25		

STATEMENTS OF OPERATIONS COMPARISON TO BUDGET

	MTD April 30, 2025	MTD May 31, 2025	MTD June 30, 2025	MTD July 31, 2025	YTD July 31, 2024	YTD July 31, 2025	YTD BUDGET July 31, 2025
Adult Admissions	289	302	256	292	290	292	267
Adult Patient Days (excl. Observation)	1,241	1,563	1,260	1,466	1,486	1,466	1,337
Outpatient Visits (excl. Clinics)	8,165	8,238	8,357	9,017	7,080	9,017	7,628
Total Clinic Visits (RHCs, ONC, WHC)	6,836	6,203	5,820	6,556	7,311	6,556	6,894
Observation Days	69	111	110	100	238	100	138
OPERATING REVENUE							
I/P Revenue	$ 20,369,850	$ 17,944,013	$ 14,135,371	$ 17,754,407	$ 15,430,554	$ 17,754,407	$ 15,752,376
O/P Revenue - Laboratory	5,638,731	5,962,860	5,920,273	6,491,001	6,740,377	6,491,001	5,840,620
O/P Revenue - CT Scanner	5,988,199	6,170,566	6,171,971	6,585,493	6,394,885	6,585,493	11,074,139
O/P Revenue - Emergency Room	6,498,022	6,949,877	6,323,304	7,270,088	6,062,463	7,270,088	6,410,126
O/P Revenue - Oncology	726,760	699,272	610,132	751,496	7,260,949	751,496	3,240,385
O/P Revenue - Others	24,279,090	24,021,502	21,396,968	25,299,210	17,955,592	25,299,210	24,216,030
Gross Patient Revenues	63,500,651	61,748,090	54,558,019	64,151,696	59,844,820	64,151,696	66,533,676
Other Operating Revenue	348,872	308,930	116,841	89,686	557,462	89,686	423,121
Total Operating Revenue	63,849,524	62,057,020	54,674,860	64,241,381	60,402,281	64,241,381	66,956,797
Contractuals							
IP Contractuals	12,130,511	14,307,703	13,303,978	13,114,934	14,091,318	13,114,934	11,977,734
OP Contractuals	37,379,552	33,682,415	31,446,121	36,928,845	33,388,229	36,928,845	42,020,845
Charity	35,928	(35,384)	82,731	164,614	167,840	164,614	145,302
Provision for Bad Debts	753,936	740,445	635,459	636,967	611,326	636,967	569,376
Other Third Party Programs	(1,341,750)	(1,341,750)	(12,962,808)	(2,474,250)	(1,518,750)	(2,474,250)	(1,492,378)
M/Cal Disproportionate Share	0	0	0	0	(55,000)	0	(44,000)
Total Deductions	48,958,177	47,353,429	32,505,481	48,371,109	46,684,963	48,371,109	53,176,879
Total Net Revenues	14,891,346	14,703,591	22,169,379	15,870,272	13,717,318	15,870,272	13,779,917
EXPENSES							
Salaries & Wages	5,496,190	5,242,402	5,271,167	5,038,377	5,697,264	5,038,377	5,295,771
Registry	61,174	30,096	90,068	112,894	(209)	112,894	27,398
Employee Benefits	897,679	1,188,803	842,517	913,502	1,100,114	913,502	926,900
Employee Benefits - Pension GASB 68	710,049	719,600	719,600	719,600	376,111	719,600	615,648
Professional Fees - Medical	1,256,291	1,264,817	1,324,729	1,512,299	1,228,267	1,512,299	1,503,092
Professional Fees - Non-Med	201,383	186,030	317,639	270,941	201,049	270,941	210,671
Supplies - Medical	2,516,252	2,528,845	2,138,020	2,703,695	2,786,437	2,703,695	2,442,968
Supplies - Non-Medical	141,169	119,952	128,776	149,686	153,950	149,686	160,404
Food	78,877	99,094	90,572	86,453	78,785	86,453	79,865
Repairs and Maintenance	576,203	607,697	641,839	634,438	1,109,785	634,438	685,404
Other Fees	633,071	534,738	474,436	474,086	523,647	474,086	634,645
Lease and Rental	55,224	25,496	51,707	5,380	21,774	5,380	29,024
Utilities	185,315	176,415	215,149	183,296	253,990	183,296	197,135
Depreciation and Amortization	610,831	630,565	706,749	576,457	620,461	576,457	607,275
Insurance	129,433	136,232	98,008	224,229	311,881	224,229	183,263
Other Expenses	105,434	113,058	199,034	155,154	106,875	155,154	112,420
Total Operating Expenses	13,654,577	13,603,840	13,310,011	13,760,487	14,570,180	13,760,487	13,711,882
Operating Income	1,236,769	1,099,751	8,859,369	2,109,785	(852,862)	2,109,785	68,035
Operating Margin %	8.3%	7.5%	40.0%	13.3%	-6.2%	13.3%	0.5%
Non-Operating Revenue and Expenses							
Investment Income	64,925	52,028	51,896	177,172	219,087	177,172	57,076
Grants and Contributions Revenue	1,000,000	0	(138)	0	0	0	106,312
Non Operating Revenue/(Expense)	0	0	835,831	0	48,408	0	66,188
Interest Expense	(603,643)	(592,618)	(593,298)	(586,164)	(592,293)	(586,164)	(594,808)
Total Non-Operating Rev. and Expenses	461,282	(540,590)	294,291	(408,992)	(324,798)	(408,992)	(365,232)
(Deficit)/Excess Rev. Over Exp.	$ 1,698,051	$ 559,161	$ 9,153,659	$ 1,700,792	$ (1,177,660)	$ 1,700,792	$ (297,197)
(Deficit)/Excess Rev. Over Exp. %	11.4%	3.8%	41.3%	10.7%	-8.6%	10.7%	-2.2%
EBIDA	3,622,575	2,501,944	11,173,306	3,583,013	411,204	3,583,013	1,520,534
EBIDA %	24.3%	17.0%	50.4%	22.6%	3.0%	22.6%	11.0%

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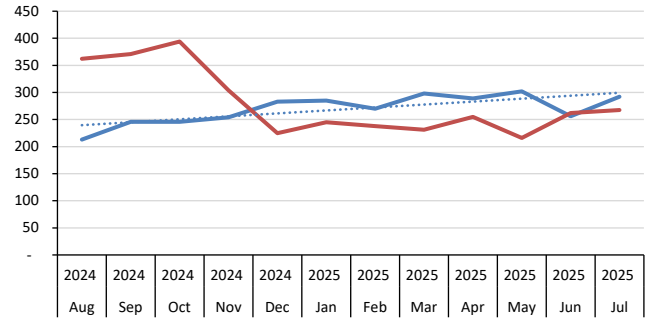
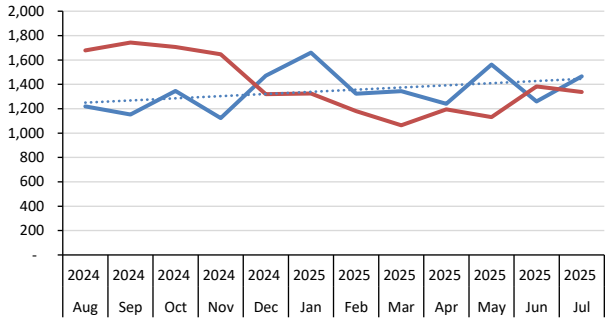
El Centro Regional Medical Center
Rolling-12 Volume trend

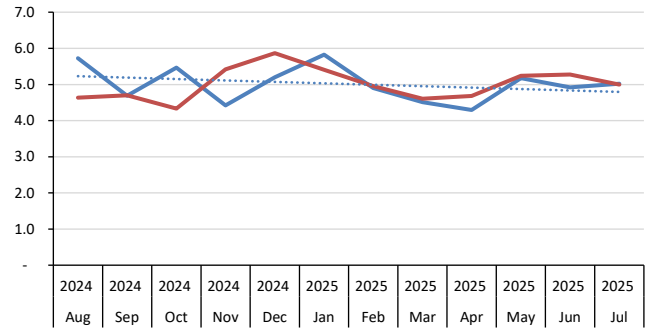
Adult Admissions



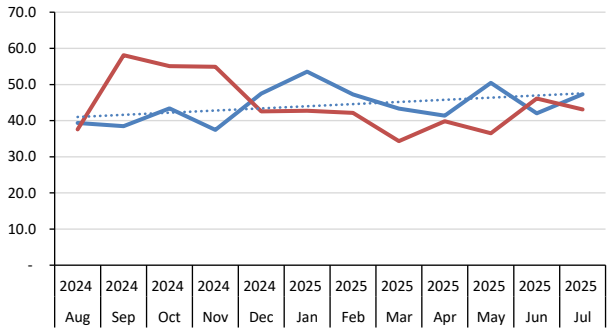
Patient Days



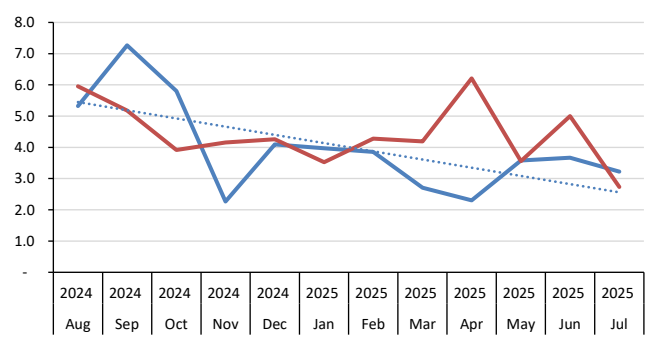
Average Length of Stay



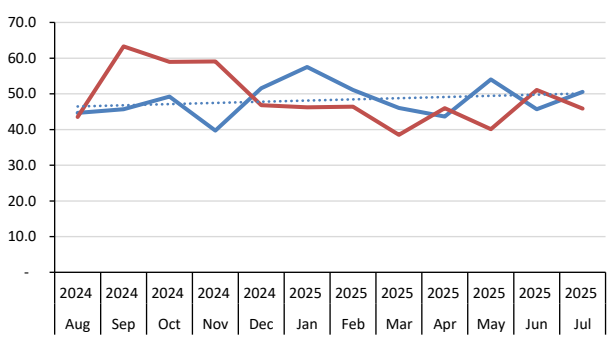
Averagy Daily Census



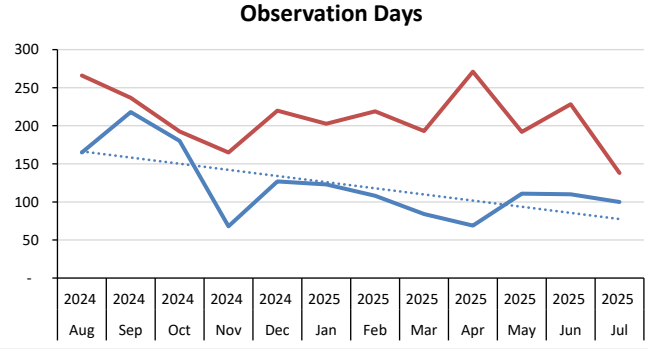
Average Daily Census (ADC) Observation



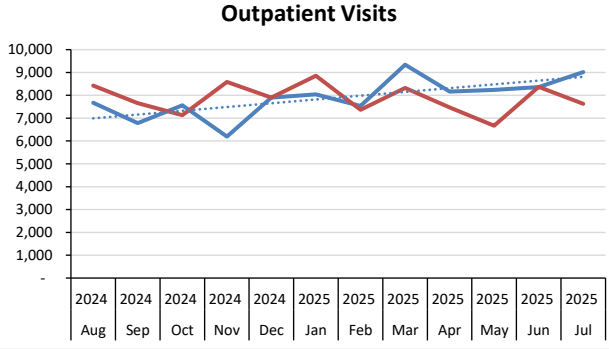
Total ADC



Observation Days

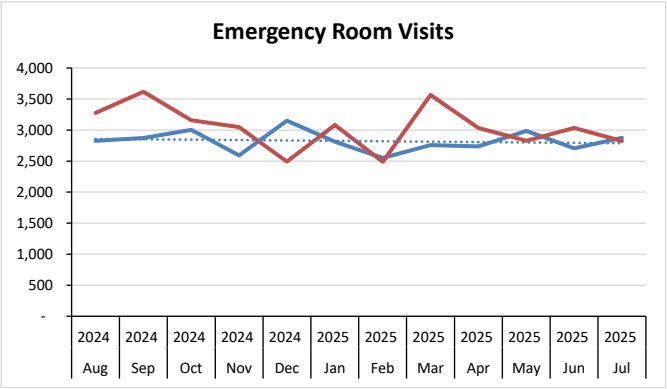


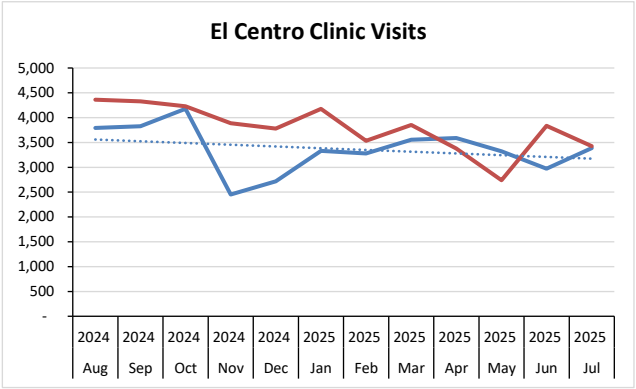
Outpatient Visits

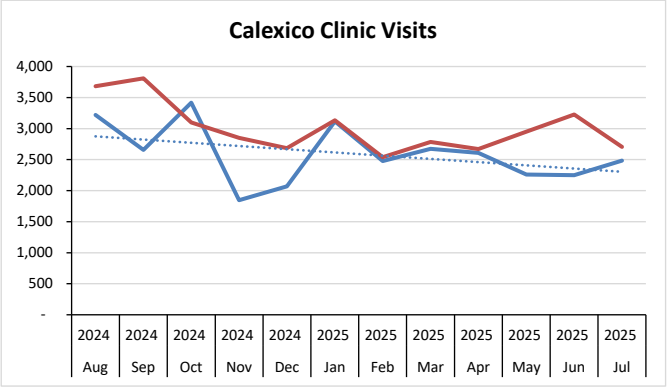


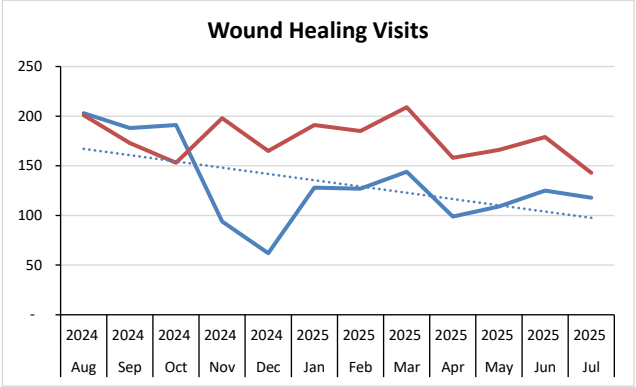
BUDGET
ACTUALS

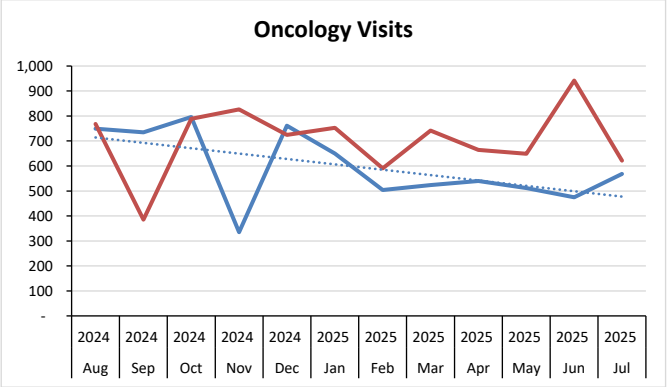
El Centro Regional Medical Center
Rolling-12 Volume trend

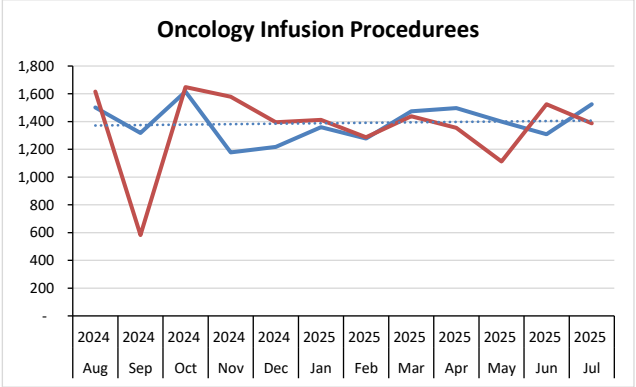


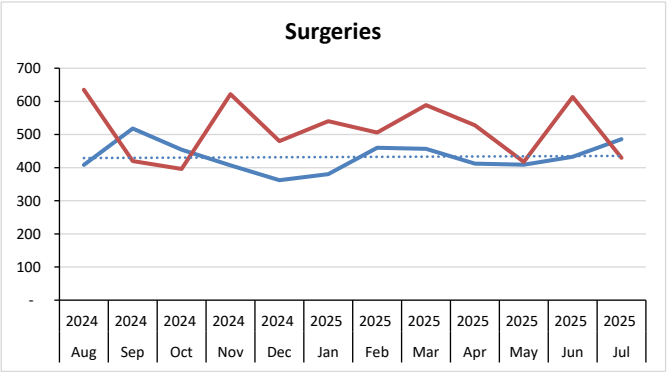


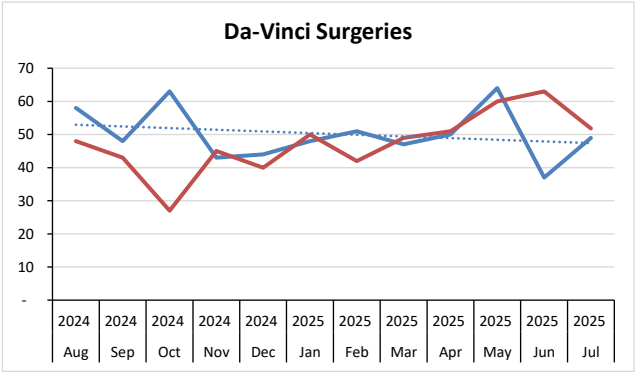












BUDGET
ACTUALS

TO: HOSPITAL BOARD MEMBERS

FROM: David Momberg, Chief Financial Officer

DATE: September 22, 2025

MEETING: Board of Trustees

SUBJECT: Aug 2025 Month and Year-to-Date Financial Statements

BUDGET IMPACT: _X_Does not Apply

A. Does the action impact/affect financial resources? ___Yes ___ No

B. If yes, what is the impact amount: _____

BACKGROUND: The month of August resulted in net operating loss of $375K, a negative margin of 2l8% and positive EBIDA of $938K. FYTD EBIDA is positive at $4.5M and positive margin YTD of 15.5%.

DISCUSSION: For a more detailed description of financial performance, please see the attached Financial Report.

RECOMMENDATION: (1) Approve (2) Do not approve

ATTACHMENT(S):

- Financial Packet for Aug 2025

Approved for agenda, Pablo Velez

Date and Signature: Pablo Velez

August 2025 Financial Report

September 22, 2025

To: Finance Committee

From: David Momberg, Chief Financial Officer

The following package contains:

- Comparative volumes vs. Prior Month/Year
- Balance Sheet vs. Prior Month comparison
- Operating Statement vs. Prior Month comparison
- Monthly Cash Flow (Fiscal Year to Date)

Balance Sheet:

a) Cash balance decreased ($2.3M) mainly due DHDP IGT sent ($1.3M) coupled with higher payments to vendors than receipts.
b) Due from Third-Party Payors increased ($3.8M) mainly due to funding not yet received, coupled with DHDP IGT sent.
c) Prepaid Expenses & Other decreased ($500k) due to prepaid services usage.
d) Deferred Outlfows of Resources – Pension decreased ($710k) due to no payments made during the month related to credit on pension account.
e) Days in A/R increased to 7.02 from 74.06. The goal is 50 days.
f) Accounts payable days decreased, 84.29 vs. 79.37 days from previous month.
g) Current Ratio is 1.69 (1.72 last month).

Income Statement – Current Month Actual vs. Prior Month:

a) Our Inpatient Revenue is 17.6% lower mainly due to lower patient days (1,334 vs. 1,466 prior month).
b) Our Outpatient Revenue is 8.5% lower due to lower Outpatient Visits (8,164 vs. 9,017 last month) coupled with lower Clinic visits (5,596 vs. 6,556 prior).
c) Contractuals for the month are 82.2% of gross revenues (80.7% YTD).
d) Charity and Bad debt are 1.2% of gross revenues.
e) Registry is 14.4% higher related to higher Pharmacy registry expenses.
f) Professional Fees – Non-medical increased 55.6% due to Sheppard Mullin Richter ATA related invoices.
g) Supplies – Non-medical decreased 28.6% mainly due to favorable inventory adjustment.
h) Utilities are 22.8% higher mainly due to higher electricity expense.
i) Insurance expense is 20% lower due to insurance payments timing.
j) Other expenses are 40.4% lower due to unbudgeted OSHPD 2024-25 Special assessment expense in July 2025.
k) August 2025 shows a Net loss of $928k (*$938k positive EBIDA*).

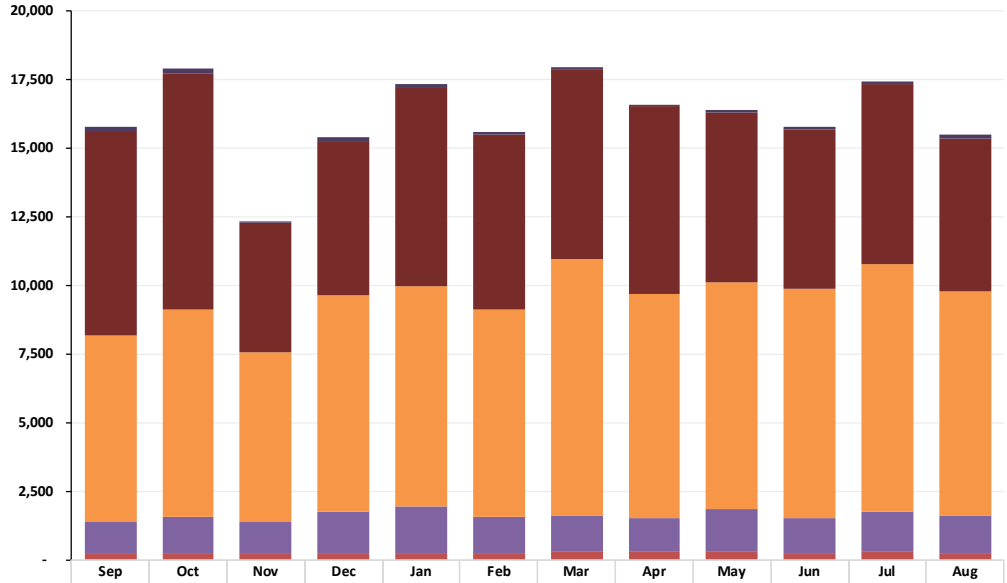
Definitions:

- **EBIDA** - Earnings Before Interest, Depreciation, and Amortization.
- **Contribution Margin** – Total Revenue minus Expenses (excluding functional areas of IT, Finance, HR, and management assessments/restructuring costs).
- **EBIDA Margin** – EBIDA/Total Revenue.
- **Operating Expenses Per Day** – Total Expenses less Depreciation divided by Days.
- **Operating Revenue Per Day** – Operating Income/Days.
- **Days Cash on Hand** – Cash/Operating Expenses per Day.
- **Days Revenue in A/R** – Accounts Receivable/Operating Revenue per Day.
- **Current Ratio** – Current Assets/Current Liabilities.
- **Equity Financing Ratio** – Total Capital/Total Debt.

El Centro Regional Medical Center
Comparative Volumes as of August 31, 2025

	May 2025	Jun 2025	Jul 2025	Aug 2025	YTD Actual	YTD Budget	YTD Variance
Adult Admissions (excl. Observation)	302	256	292	279	571	535	36
Patient Days (excl. Observation)	1,563	1,260	1,466	1,334	2,800	2,673	127
Average Length of Stay (excl. Observation)	5.2	4.9	5.0	4.8	4.9	5.0	(0.1)
Average Daily Census (excl. Observation)	50.4	42.0	47.3	43.0	45.2	45.2	-
Average Daily Census (ADC) Observation	3.6	3.7	3.2	4.0	3.6	4.5	(0.8)
Total ADC (including Observation)	54.0	45.7	50.5	47.0	48.8	49.6	(0.8)
Observation Days (excluding Obstetrics)	111	110	100	124	224	276	(52)
Outpatient Visits (excluding Clinics)	8,238	8,357	9,017	8,164	17,181	15,256	1,925
Emergency Room Visits	2,985	2,705	2,875	2,750	5,625	5,649	(24)
El Centro Rural Health Clinic Visits	3,322	2,972	3,385	2,808	6,193	6,849	(656)
Calexico Rural Health Clinic Visits	2,260	2,248	2,485	2,214	4,699	5,410	(711)
Rural Health Clinic Visits - Total	5,582	5,220	5,870	5,022	10,892	12,259	(1,367)
Wound Healing Center Visits	109	125	118	131	249	286	(37)
Oncology Center Visits	512	475	568	443	1,011	1,244	(233)
Oncology Center Infusion Procedures	1,400	1,308	1,524	1,164	2,688	2,775	(87)
Surgeries without C-Sections	409	433	486	397	883	859	24
DaVinci Cases	64	37	49	52	101	104	(3)

Rolling-12 Volume Trend



	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025
Observation Days	218	180	68	127	123	108	84	69	111	110	100	124
Total Clinic Visits (RHCs, ONC, WHC)	7,404	8,582	4,727	5,610	7,224	6,386	6,899	6,836	6,203	5,820	6,556	5,596
Outpatient Visits (excl. Clinics)	6,786	7,563	6,195	7,902	8,038	7,531	9,341	8,165	8,238	8,357	9,017	8,164
Adult Patient Days (excl. Observation)	1,153	1,345	1,123	1,471	1,660	1,323	1,344	1,241	1,563	1,260	1,466	1,334
Adult Admissions	246	246	254	283	285	270	298	289	302	256	292	279

ECRMC BALANCE SHEET COMPARED TO PRIOR MONTH

	August 31, 2025	July 31, 2025	Variance ($)	Variance (%)
Assets				
Current Assets:				
Cash and Cash Equivalents	$ 3,256,786	$ 5,580,624	$ (2,323,837)	-42%
Net Patient Accounts Receivable	31,852,440	31,969,999	(117,559)	0%
Other Receivables	251,105	225,073	26,032	12%
Due from Third-Party Payors	30,834,172	27,051,740	3,782,432	14%
Inventories	2,990,340	2,943,820	46,520	2%
Prepaid Expenses & Other	1,299,791	1,804,460	(504,668)	-28%
Total Current Assets	70,484,635	69,575,715	908,919	1%
Assets Limited as to Use				
Restricted Building Capital Fund	280,152	275,431	4,721	2%
Funds Held by Trustee for Debt Service	10,584,491	9,922,218	662,273	7%
Restricted Programs	11,497	11,497	-	0%
Total Assets Limited as to Use	10,876,140	10,209,146	666,993	7%
Property, Plant, and Equipment: Net	158,040,559	158,092,378	(51,819)	0%
Other Assets	847,588	819,946	27,642	3%
Total Assets	240,248,922	238,697,186	1,551,736	1%
Deferred Outflows of Resources				
Deferred Outflows of Resources - Pension	783,483	1,493,620	(710,137)	-48%
Total Deferred Outflows of Resources	783,483	1,493,620	(710,137)	-48%
Total Assets and Deferred Outflows of Resources	$ 241,032,404	$ 240,190,806	$ 841,599	0%
Liabilities				
Current Liabilities:				
Current Portion of Bonds	1,415,000	1,410,000	5,000	0%
Current Portion of Capital Lease Obligations	903,476	938,003	(34,528)	-4%
Accounts Payable and Accrued Expenses	24,795,690	22,905,172	1,890,517	8%
Accrued Compensation and Benefits	9,218,419	9,006,556	211,863	2%
Due to Third-Party Payors	6,643,581	6,125,062	518,519	8%
Total Current Liabilities	42,976,166	40,384,794	2,591,371	6%
Long-Term Bond Payable, Less Current Portion	111,518,470	111,619,738	(101,267)	0%
Capital Lease Obligations, Less Current Portion	4,944,423	5,145,645	(201,222)	-4%
Notes Payable, Less Current Portion	26,962,963	27,481,481	(518,519)	-2%
Net Pension Liability	55,644,700	55,644,700	-	0%
Total Liabilities	242,046,722	240,276,358	1,770,364	1%
Deferred Inflows of Resources	-	-	-	0%
Deferred Inflows of Resources - Pension	-	-	-	0%
Total Deferred Inflows of Resources				
Net Position				
Restricted Fund Balance	26,772	26,667	105	0%
Fund Balance	(1,041,090)	(112,220)	(928,870)	828%
Total Net Position	(1,014,317)	(85,553)	(928,765)	1086%
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 241,032,404	$ 240,190,806	$ 841,599	0%
Days Cash on Hand	8.13	13.88		
Days Revenue in A/R	77.02	74.06		
Days in A/P	84.77	79.37		
Current Ratio	1.64	1.72		
Debt Service Coverage Ratio	3.48	3.40		

STATEMENTS OF OPERATIONS COMPARISON TO BUDGET

	MTD May 31, 2025	MTD June 30, 2025	MTD July 31, 2025	MTD August 31, 2025	YTD August 31, 2024	YTD August 31, 2025	YTD BUDGET August 31, 2025
Adult Admissions	302	256	292	279	503	571	535
Adult Patient Days (excl. Observation)	1,563	1,260	1,466	1,334	2,706	2,800	2,673
Outpatient Visits (excl. Clinics)	8,238	8,357	9,017	8,164	14,759	17,181	15,256
Total Clinic Visits (RHCs, ONC, WHC)	6,203	5,820	6,556	5,596	15,275	12,152	13,789
Observation Days	111	110	100	124	403	224	276
OPERATING REVENUE							
I/P Revenue	$ 17,944,013	$ 15,018,890	$ 17,754,407	$ 14,629,847	$ 29,003,307	$ 32,384,254	$ 31,504,751
O/P Revenue - Laboratory	5,962,860	6,305,693	6,491,001	6,295,924	14,030,134	12,786,926	11,681,240
O/P Revenue - CT Scanner	6,170,566	6,501,179	6,585,493	6,335,707	13,262,072	12,921,200	22,148,278
O/P Revenue - Emergency Room	6,949,877	6,755,117	7,270,088	6,869,845	12,265,681	14,139,932	12,820,252
O/P Revenue - Oncology	699,272	653,945	751,496	684,894	14,000,159	1,436,390	6,480,770
O/P Revenue - Others	24,021,502	22,721,548	25,299,210	22,264,264	37,520,828	47,563,475	48,432,060
Gross Patient Revenues	61,748,090	57,956,372	64,151,696	57,080,481	120,082,180	121,232,177	133,067,351
Other Operating Revenue	308,930	19,369	89,686	471,340	974,746	561,026	846,242
Total Operating Revenue	62,057,020	57,975,741	64,241,381	57,551,821	121,056,926	121,793,202	133,913,593
Contractuals							
IP Contractuals	14,307,703	15,200,901	13,114,934	10,726,027	25,275,413	23,840,961	23,955,468
OP Contractuals	33,682,415	35,852,693	36,928,845	35,452,576	71,699,853	72,381,421	84,041,691
Charity	(35,384)	82,751	164,614	56,095	384,640	220,708	290,603
Provision for Bad Debts	740,445	635,459	636,967	637,285	1,147,197	1,274,252	1,138,753
Other Third Party Programs	(1,341,750)	(12,962,808)	(2,474,250)	(2,639,815)	(3,037,500)	(5,114,065)	(2,984,756)
M/Cal Disproportionate Share	0	0	0	0	(110,000)	0	(88,000)
Total Deductions	47,353,429	38,808,996	48,371,109	44,232,168	95,359,604	92,603,277	106,353,759
Total Net Revenues	14,703,591	19,166,746	15,870,272	13,319,653	25,697,323	29,189,925	27,559,834
EXPENSES							
Salaries & Wages	5,242,402	5,271,167	5,038,377	5,068,109	10,690,178	10,106,486	10,591,549
Registry	30,096	90,068	112,894	129,148	(209)	242,041	54,795
Employee Benefits	1,188,803	842,517	913,502	905,995	2,601,822	1,819,496	1,853,799
Employee Benefits - Pension GASB 68	719,600	719,600	719,600	710,137	762,378	1,429,737	1,231,296
Professional Fees - Medical	1,264,817	1,324,729	1,512,299	1,599,367	2,483,895	3,111,666	3,006,185
Professional Fees - Non-Med	186,030	317,639	270,941	421,663	402,220	692,603	421,342
Supplies - Medical	2,528,845	2,138,020	2,703,695	2,492,275	5,226,529	5,195,970	4,885,936
Supplies - Non-Medical	119,952	128,776	149,686	106,847	277,941	256,533	320,807
Food	99,094	90,572	86,453	84,103	151,740	170,556	159,729
Repairs and Maintenance	607,697	641,839	634,438	620,361	1,623,422	1,254,800	1,370,808
Other Fees	534,738	474,436	474,086	487,105	1,229,154	961,192	1,269,289
Lease and Rental	25,496	51,707	5,380	54,110	33,560	59,490	58,049
Utilities	176,415	215,149	183,296	173,640	487,451	356,936	394,270
Depreciation and Amortization	630,565	706,749	576,457	570,465	1,258,462	1,146,922	1,214,550
Insurance	136,232	98,008	224,229	179,433	488,713	403,662	366,526
Other Expenses	113,058	199,034	155,154	92,412	247,232	247,566	224,840
Total Operating Expenses	13,603,840	13,310,011	13,760,487	13,695,169	27,964,486	27,455,656	27,423,770
Operating Income	1,099,751	5,856,735	2,109,785	(375,516)	(2,267,164)	1,734,269	136,064
Operating Margin %	7.5%	30.6%	13.3%	-2.8%	-8.8%	5.9%	0.5%
Non-Operating Revenue and Expenses							
Investment Income	52,028	51,903	177,172	33,742	308,486	210,914	114,153
Grants and Contributions Revenue	0	(138)	0	0	0	0	212,624
Non Operating Revenue/(Expense)	0	835,831	0	0	653,467	0	132,375
Interest Expense	(592,618)	(593,298)	(586,164)	(586,478)	(1,184,568)	(1,172,643)	(1,189,616)
Total Non-Operating Rev. and Expenses	(540,590)	294,297	(408,992)	(552,736)	(222,615)	(961,728)	(730,465)
(Deficit)/Excess Rev. Over Exp.	$ 559,161	$ 6,151,033	$ 1,700,792	$ (928,252)	$ (2,489,779)	$ 772,541	$ (594,401)
(Deficit)/Excess Rev. Over Exp. %	3.8%	32.1%	10.7%	-7.0%	-9.7%	2.6%	-2.2%
EBIDA	2,501,944	8,170,680	3,583,013	938,829	715,630	4,521,842	3,041,062
EBIDA %	17.0%	42.6%	22.6%	7.0%	2.8%	15.5%	11.0%

El Centro Regional Medical Center

Unaudited

Monthly Cash Flow

	July 2025	August 2025	Year-to-Date 2026
Cash Flow From Operating Activities			
Net Income/(Loss)	$ 1,700,792	$ (928,870)	**$ 771,923**
Adjustments to reconcile net income to net cash:			
Add: Depreciation	576,457	570,465	**$ 1,146,922**
Capital Lease Interest	4,729	4,807	**$ 9,536**
Bond Interest	578,211	578,211	**$ 1,156,421**
Accounts Receivable	12,311	117,559	**$ 129,871**
Other Receivables	161,635	(26,032)	**$ 135,603**
Inventory	(22,343)	(46,520)	**$ (68,862)**
Prepaid Expenses/Other Assets	(696,936)	477,026	**$ (219,909)**
Accounts Payable and Accrued Expenses	1,035,816	1,216,039	**$ 2,251,855**
Accrued Compensation and Benefits	(1,907,284)	211,863	**$ (1,695,421)**
Third-Party Liabilities	(2,473,448)	(3,782,432)	**$ (6,255,880)**
Net Pension Obligation	719,600	710,137	**$ 1,429,737**
Net Cash From Operating Activities	$ (310,459)	$ (897,746)	**$ (1,208,205)**
Cash Flow From Investing Activities			
Fixed Assets - Gross	$ (804,470)	$ (518,646)	**$ (1,323,116)**
Intangible Assets - Gross	$ -	$ -	**$ -**
Restricted Assets	3,912,524	(666,888)	**$ 3,245,636**
Net Cash From Investing Activities	$ 3,108,054	$ (1,185,535)	**$ 1,922,519**
Cash Flow From Financing Activities			
Bond Payable	$ (4,719,631)	$ -	**$ (4,719,631)**
Capital Leases	(234,766)	(240,557)	**$ (475,323)**
Notes Payable	-	-	**$ -**
Net Cash From Financing Activites	$ (4,954,397)	$ (240,557)	**$ (5,194,954)**
Total Change In FY 2026 Cash	$ (2,156,803)	$ (2,323,837)	**$ (4,480,640)**
Cash & Cash Equivalents, Beginning Balance	7,737,427	5,580,624	**7,737,427**
Cash & Cash Equivalents, Ending Balance	**$ 5,580,624**	**$ 3,256,786**	**3,256,786**

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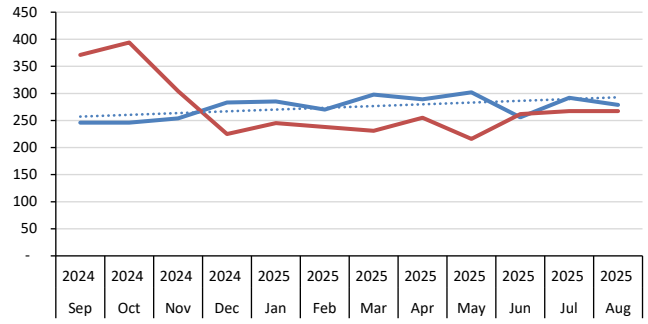
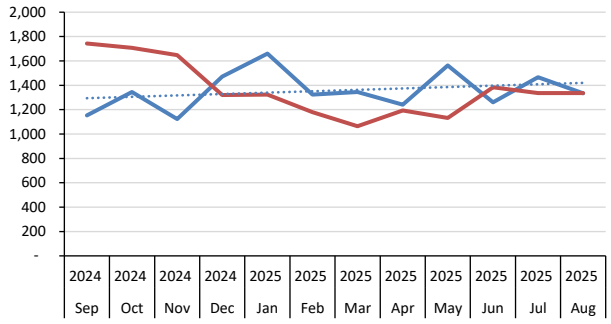
El Centro Regional Medical Center
Rolling-12 Volume trend

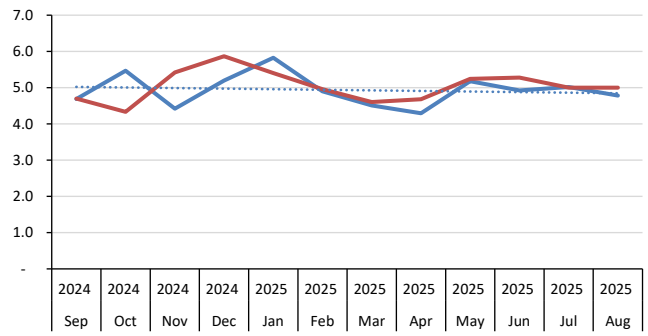
Adult Admissions



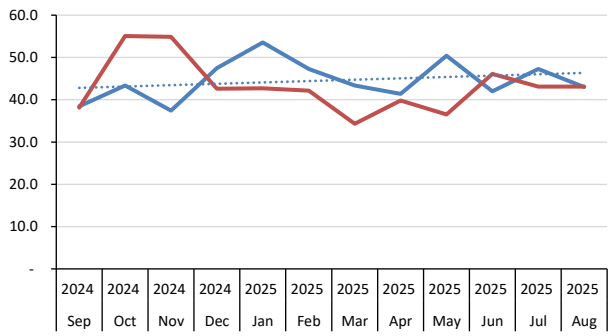
Patient Days



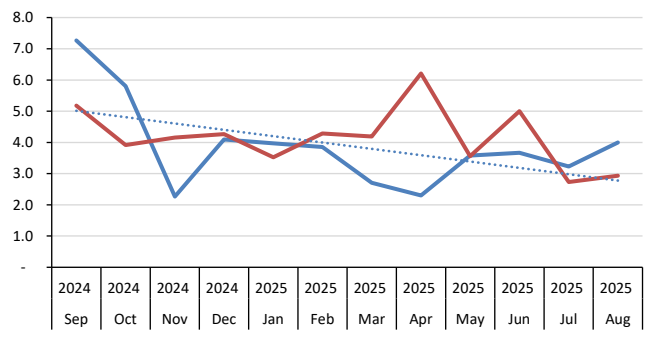
Average Length of Stay



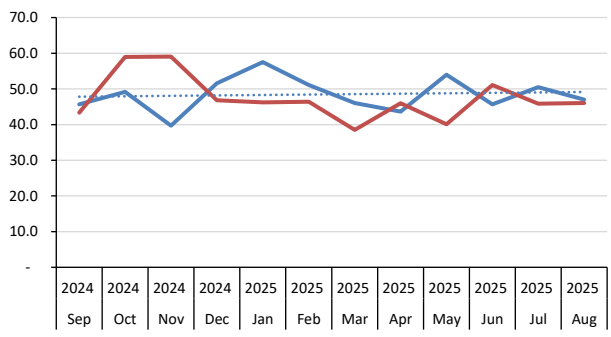
Averagy Daily Census



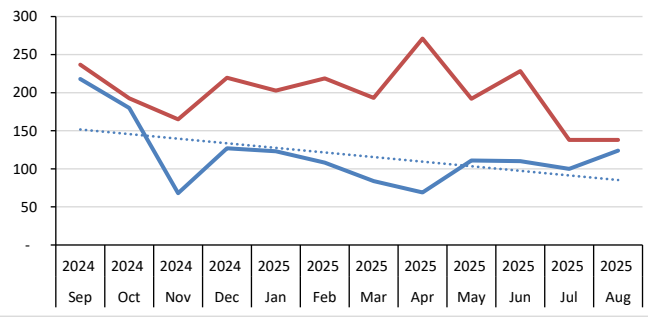
Average Daily Census (ADC) Observation



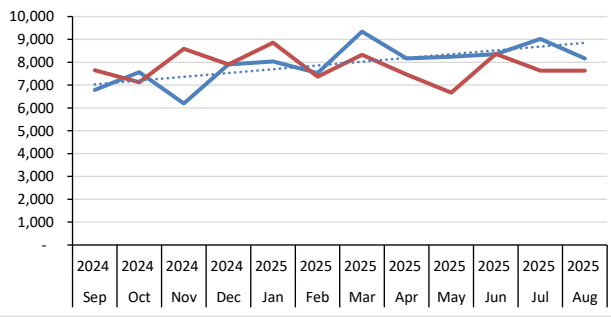
Total ADC



Observation Days

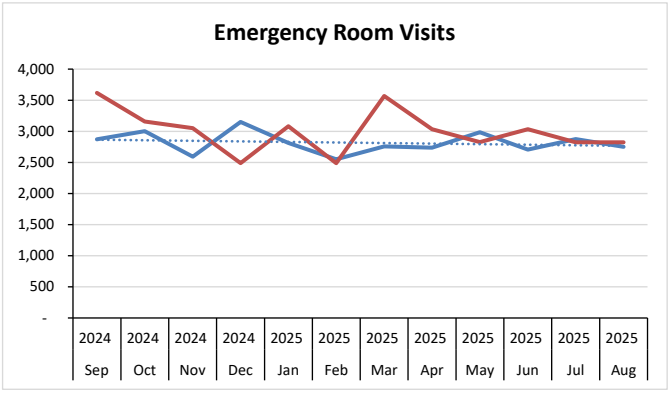


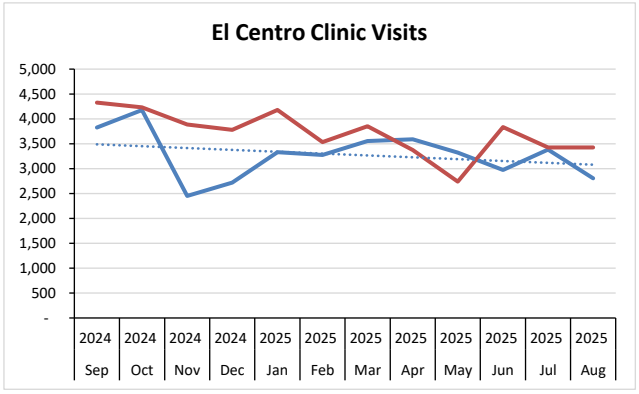
Outpatient Visits

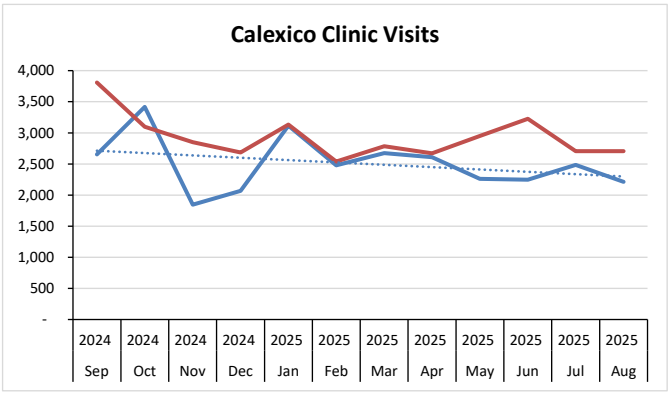


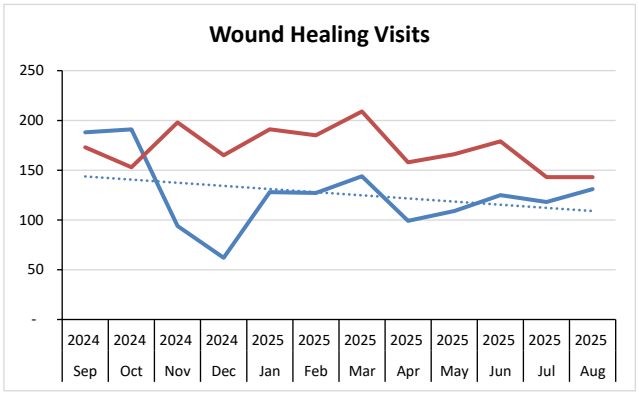
BUDGET
ACTUALS

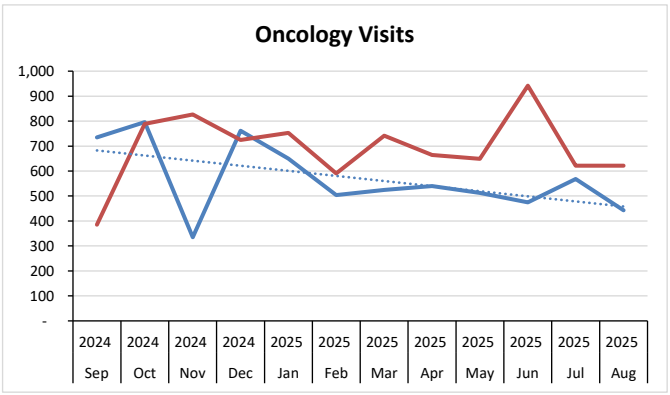
El Centro Regional Medical Center
Rolling-12 Volume trend

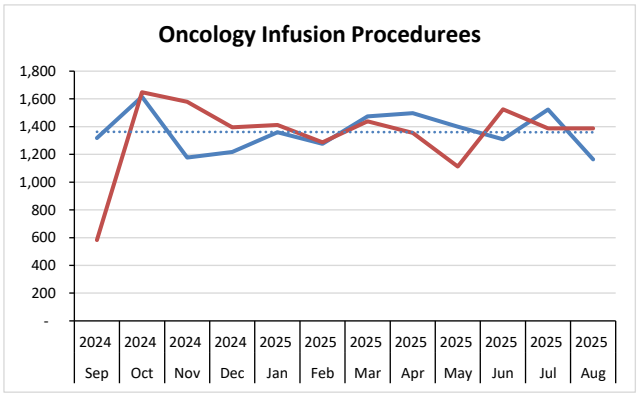


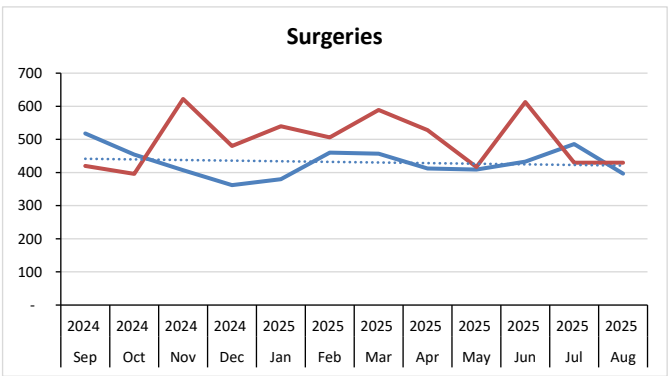


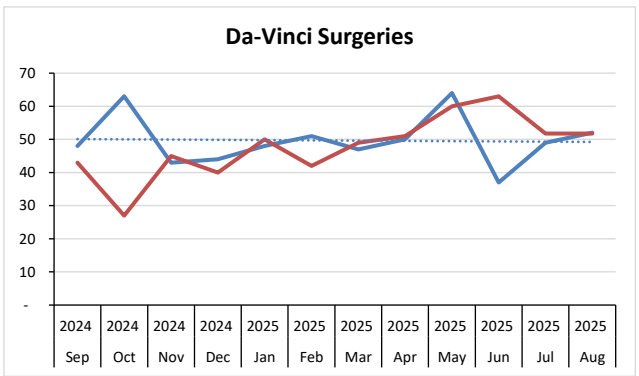












BUDGET
ACTUALS