



**EL CENTRO REGIONAL MEDICAL CENTER  
BOARD OF TRUSTEES – REGULAR MEETING**

**TUESDAY, DECEMBER 13, 2022  
5:30 PM**

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

**MEMBERS:** Tomas Oliva; Martha Cardenas-Singh; Sylvia Marroquin; Edgard Garcia; Cheryl Viegas-Walker; Patty Maysent-CEO, UCSD Health; Christian Tomaszewski-M.D.-CMO, UCSD

**CEO:** Scott Phillips

**CLERK:** Belen Gonzalez

**ATTORNEY:** Elizabeth Martyn, City of El Centro 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.*

*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.*

**COUNCIL 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/81874921954?pwd=SkhYTmtlVVpQd2dUOUpCNi83eXBIZz09>

Optional dial-in number: 1 (669) 444 9171

Meeting ID: 818 7492 1954 Passcode: 240556

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

**OPEN SESSION AGENDA**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**BOARD OF TRUSTEES REORGANIZATION**

**Action:**

Selection of President and Vice-President for 2022-2023.

- A. The Board Secretary will preside for the election of Board President. All members of the Board are on an equal basis to nominate and elect. A second is not necessary to nominate someone. All votes are voice votes.
- B. President assumes the chair and opens the nominations for Vice-President.
- C. Designation of ECRMC. The President shall designate two ECRMC trustees who meet the requirements of City Ordinance No. \_\_\_\_\_. ECRMC has requested that the management trustee appointment shall be Patty Maysent-CEO, UCSD Health and Christian Tomaszewski-M.D.-CMO, UCSD.

**BOARD OF TRUSTEES – REGULAR MEETING**  
EL CENTRO REGIONAL MEDICAL CENTER  
MOB CONFERENCE ROOMS 1&2  
**TUESDAY, December 13, 2022**

**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 min. per group, which time may be extended by the President.

1. Review and Approval of Resolution ECRMC No. 22-07 Setting the Place, Date, and Time for regular ECRMC Board Meetings.

**CONSENT ITEMS:**

2. Receive and File of Board of Trustees Minutes of Regular Meeting of October 24, 2022.

**NEW BUSINESS**

3. A) Review and Approval of ECRMC Resolution No. 22-08, Agreement with HMP to provide management services, including but not limited to a Chief Executive Officer (CEO) and a Chief Financial Officer (CFO).  
  
B) Confirm appointment of Scott Phillips as CEO and Derek Pierce as CFO as of November 16, 2022.
4. Review and Approval of ECRMC Resolution No. 22-09, Terminating Benefits for Board Members.
5. Direct and confirm the following actions recommended by the CEO:
  - The operation of all committees is suspended;
  - Staff shall present amended bylaws at the January 23, 2023, regular meeting
  - The CFO is an officer of ECRMC which shall be reflected in the bylaws among all other changes.
6. Review and Approval of ECRMC Resolution No. 22-10, Approving the Memorandum of Understanding for the ECRMC Technical Group.
7. Review and Approval of ECRMC Resolution No. 22-11, Approving the Memorandum of Understanding (MOU) for the ECRMC RN/LVN Group.
8. Review and Approval of Surgery Department Privilege Delineation Forms.

**CEO-REQUESTED ACTION AND INFORMATION ITEMS, Scott Phillips, CEO**

9. Review and Approval of Triennial Policy: Purchase Authorization reducing the Chief Executive Officer's spending limit.
10. Review and Approval of ECRMC Resolution No. 22-12, Authorizing Closure of Medical Staff Account with Morgan Stanley Bank and Opening New Account with Wells Fargo with Approved Signatories.
11. Financial and Operational Update—**Informational**
  - A. Presentation of Restated Financial Statements as at June 30, 2022.
  - B. Presentation of Financial Statements for Month and Year-to-Date as at October 31, 2022.

**BOARD OF TRUSTEES – REGULAR MEETING**  
EL CENTRO REGIONAL MEDICAL CENTER  
MOB CONFERENCE ROOMS 1&2  
**TUESDAY, December 13, 2022**

C. Presentation of Current Weekly Cash Budget

12. Construction Project Budget Update—**Informational**

13. Registry Nursing and Technical Staff Discussion—**Informational**

14. Physician Fees—**Informational**

**LEGAL**, Elizabeth Martyn, City Attorney

15. A. Termination of Agreement with Athene Law

B. Review and Approval of Special Counsel Agreement with Hope Levy-Biehl (Davis Wright Tremaine LLP) and Authorization for Execution of Accompanying Conflict of Interest Waiver.

**RECESS TO CLOSED SESSION:**

**A. CONFERENCE WITH LEGAL COUNSEL**—Anticipated Litigation, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)—2 claims: *White claim, Carrillo claim*

**B. CONFERENCE WITH LEGAL COUNSEL**—Existing Litigation pursuant to Government Code Section 54956.9(d)(2). *Slone v. ECRMC*

**C. HEARING/DELIBERATIONS RE MEDICAL 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 \_\_\_ quality assurance committees, or  X  staff privileges.

**RECONVENE TO OPEN SESSION – BOARD PRESIDENT**

**ANNOUNCEMENT OF CLOSED SESSION ACTIONS, IF ANY – GENERAL COUNSEL/  
MEDICAL STAFF**

16. 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.



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Scott Phillips, CEO  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Resolution ECRMC No. 22-07 Setting the Place, Date, and Time for Regular ECRMC Board Meetings.

**BUDGET IMPACT:**  Does not Apply  
A. Does the action impact/affect financial resources?  Yes  No  
B. If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:** El Centro Municipal Code Section 13-40 (c) requires that the Board of Trustees conduct its regular meetings at least on a monthly basis at a place and on a day(s) and time(s) established by resolution of the Board of Trustees.

**DISCUSSION:** Seeking approval of Resolution ECRMC No. 22-07 to establish place, date(s), and time(s).

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Resolution ECRMC No. 22-07 Setting the Place, Date, and Time for Regular ECRMC Board Meetings.
- 2023 Board of Trustees Meeting Schedule

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

RESOLUTION NO. ECRMC 22-07  
RESOLUTION OF THE BOARD OF TRUSTEES OF EL CENTRO  
REGIONAL MEDICAL CENTER ESTABLISHING THE PLACE,  
DATE, AND TIME FOR ITS REGULAR MEETINGS

WHEREAS. El Centro Municipal Code Section 13-40 (c) requires that the Board of Trustees conduct its regular meetings at least on a monthly basis at a place and on a day(s) and time(s) established by resolution of the Board of Trustees.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF EL CENTRO REGIONAL MEDICAL CENTER DOES HEREBY RESOLVE AS FOLLOWS:

1. That the Recitals set out above are true and correct.
2. That the regular meeting of the Board of Trustees shall be held on the fourth Monday of each month in the Medical Office Building of El Centro Regional Medical Center, 1271 Ross Avenue, El Centro, California at 5:30 p.m. or at such other location within the City of El Centro as shall be determined by the Board.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of El Centro Regional Medical Center held on the 13<sup>th</sup> day of December 2022.

EL CENTRO REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
Pending, President

ATTEST:

By: \_\_\_\_\_  
Pending, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF IMPERIAL   ) ss  
CITY OF EL CENTRO       )

I, Belen Gonzalez, Board Executive Secretary of El Centro Regional Medical Center, El Centro, California, do hereby certify that the foregoing Resolution No. ECRMC 22-07 was duly and regularly adopted at a regular meeting of the El Centro Regional Medical Center, held on the 13<sup>th</sup> day of December 2022, by the following vote:

AYES:


NOES:

ABSENT:

ABSTAINED:

By: \_\_\_\_\_  
Belen Gonzalez, Board Executive Secretary

EL CENTRO REGIONAL MEDICAL CENTER  
**Board of Trustees Meeting Schedule**  
**2023**

	<b>HOSPITAL BOARD MEETING</b> <i>4<sup>th</sup> Monday*</i>		
<b>JANUARY</b>	<b>Monday, January 23</b> MOB Conference Rooms 5:30 PM	<b>JULY</b>	<b>Monday, July 24</b> MOB Conference Rooms 5:30 PM
<b>FEBRUARY</b>	<b>Thursday, March 2</b> MOB Conference Rooms 5:30 PM	<b>AUGUST</b>	<b>DARK</b>
<b>MARCH</b>	<b>Monday, March 27</b> MOB Conference Rooms 5:30 PM	<b>SEPTEMBER</b>	<b>Monday, September 25</b> MOB Conference Rooms 5:30 PM
<b>APRIL</b>	<b>Monday, April 24</b> MOB Conference Rooms 5:30 PM	<b>OCTOBER</b>	<b>Monday, October 23</b> MOB Conference Rooms 5:30 PM
<b>MAY</b>	<b>Monday, May 22</b> MOB Conference Rooms 5:30 PM	<b>NOVEMBER</b>	<b>Monday, November 27</b> MOB Conference Rooms 5:30 PM
<b>JUNE</b>	<b>Monday, June 26</b> MOB Conference Rooms 5:30 PM	<b>DECEMBER</b>	<b>Monday, December 18</b> MOB Conference Rooms 5:30 PM

The meeting schedule is according to the regularly scheduled monthly meeting dates and times established by the Board of Trustees.  
**All meetings will be at the Medical Office Building located at 1271 Ross Avenue, El Centro, California. \*DATES SUBJECT TO CHANGE**



**El Centro Regional Medical Center**  
**BOARD OF TRUSTEES – REGULAR MINUTES**  
**OPEN SESSION MINUTES**  
 MOB EDUCATION CONFERENCE ROOMS 1&2  
 1271 Ross Avenue, El Centro, CA 92243

**Monday, October 24, 2022**

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
<b>ROLL CALL</b>	<p><b>PRESENT:</b> Picazo; Brooke; Gwon; Alvarado; Oliva; Tomaszewski; Chief Executive Officer Adolphe Edward; Outside General Counsel Felicia Sze; and Executive Board Secretary Belen Gonzalez</p> <p><b>VIA ZOOM:</b> Outside General Counsel Long X. Do</p> <p><b>ABSENT:</b> Marroquin; Maysent</p>	
<b>CALL TO ORDER</b>		The Board of Trustees convened in open session at 5:30 p.m. Board President Picazo called the meeting to order.
<b>OPENING CEREMONY</b>	The Pledge of Allegiance was recited in unison.	None
<b>NOTICE OF MEETING</b>	Notice of meeting was posted and mailed consistent with legal requirements.	None
<b>PUBLIC COMMENTS</b>	<i>Flavio Grijalva:</i> Introduced himself as the business representative for Teamsters Local Union 542. Explained that the Teamsters Local Union 542 members are working very hard. ECRMC employees are keeping up with their education and certifications and he believes they deserve a	None



TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
	<p>raise. Grijalva asked the Board to consider what is fair relating to employees and their wages.</p> <p><b>Francisco Campos:</b> Introduced himself and explained his position as a tech at ECRMC. He explained his hard work at ECRMC. He asked the Board to consider those who have been working in the hospital for many years and are still making minimum wage.</p>	
<b>BOARD MEMBER COMMENTS</b>	None	None
<p><b>CONSENT AGENDA:</b> <i>(Item 1-4)</i>  <b>Item 1: Review and Approval of Board of Trustees Minutes of Regular Meeting of September 26, 2022.</b></p> <p><b>Item 2: Review and Approval of Joint Special Meeting of October 10, 2022</b></p> <p><b>Item 3 : Review and Approval of Annual Policy: ECRMC’s Infection Prevention Plan</b> <i>(Board Quality &amp; Experience)</i></p> <p><b>Item 4 : Monthly Human Resources Statistical Update for September 2022—Information</b> <i>(Board Finance)</i></p>	<p>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.</p>	<p><b>MOTION:</b> by Alvarado, seconded by Brooke and carried to approve the Consent Agenda.</p> <p>All present in favor; none opposed.</p>
<p><b>FINANCE COMMITTEE REPORT</b>  <b>Item 5: Review and Approval of September 2022 Monthly and Year-to-Date Financial Statements</b> <i>(Board Finance)</i></p>	<p>Lenin Valdes and Trustee Picazo provided a summary of the September 2022 Monthly and Year-to-Date Financial Statements and answered questions.</p>	<p><b>MOTION:</b> by Brooke, seconded by Gwon and carried to approve the September 2022 Monthly and Year-to-Date Financial Statements.</p>

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
		All present in favor; none opposed.
<p><b>Item 6: Review and Approval of Intermediate Term Fund Investment Transfer</b> <i>(Board Finance)</i></p>	<p>Lenin Valdes provided a summary of the Intermediate Term Fund Investment Transfer and answered questions.</p> <p>It was the recommendation of the Board of Trustees to transfer \$7 million from the UBS Intermediate Term Fund to the UBS Cash Management.</p>	<p>MOTION: by Brooke, seconded by Gwon and carried to approve the Intermediate Term Fund Investment Transfer with an amendment to the amount of the transfer from \$5 million to \$7 million.</p> <p>All present in favor; none opposed</p>
<p><b>Item 7: Review and Approval of GASB 68 Retirement Income Plan Actuarial Valuation as of June 30, 2022.</b></p>	<p>Trustee Picazo provided a summary of the GASB 68 Retirement Income Plan Actuarial Valuation and answered questions.</p>	<p>MOTION: by Brooke, seconded by Alvarado and carried to approve the GASB 68 Retirement Income Plan Actuarial Valuation as of June 30, 2022.</p> <p>All present in favor; none opposed</p>
<p><b>Item 8: Review and Approval of Retirement Income Plan Actuarial Valuation as of July 1, 2022</b> <i>(Board Finance)</i></p>	<p>Lenin Valdes and Trustee Picazo provided a summary of the Retirement Income Plan Actuarial Valuation and answered questions.</p>	<p>MOTION: by Alvarado, seconded by Picazo and carried to approve the Retirement Income Plan Actuarial Valuation as of July 1, 2022.</p> <p>All present in favor; none opposed</p>
<p><b>Item 9: Review and Approval of Resolution for the Execution and Delivery of CHFFA’s Bridge Loan</b> <i>(Board Finance)</i></p>	<p>Trustee Picazo provided a summary of what the CHFFA’s Bridge Loan and answered board member concerns regarding the loan.</p>	<p>MOTION: by Brooke, seconded by Alvarado and carried to approve the Resolution for the Execution and Delivery of CHFFA’s Bridge Loan</p>
<p><b>Item 10: Review and Approval of SPC-4D Retrofit Project Budget</b></p>	<p>Dr. Edward provided a summary of the SPC-4D Retrofit Project Budget Increase to ETC Building and Design, Inc.</p>	<p>MOTION: by Gwon, seconded by Alvarado and carried to approve the SPC-</p>

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
<b>Increase to ETC Building and Design, Inc.</b>	and explained the need to use operational funds to be able to complete this part of the project.	4D Retrofit Project Budget Increase to ETC Building and Design, Inc.  All present in favor; none opposed
<b>CEO DISCUSSION Item 11: Verbal Report from the CEO to the Board of Trustees— Information</b>	No update provided	Informational
<b>Item 12: Manager Update—Patty Maysent—Information</b>	No update provided	Informational
<b>Item 13: Update on Progress of UCSD Professional Service Agreement— Information</b>	Long X. Do provided an update on communications between legal counsels ( <i>ECRMC/UCSD/ City of El Centro</i> ).	Informational
<b>RECESS TO CLOSED SESSION</b>		MOTION: by Alvarado, seconded by Brooke and carried to recess to Closed Session at 7:41 p.m. for HEARING/DELIBERATIONS RE MEDICAL QUALITY COMMITTEE REPORTS/STAFF PRIVILEGES and TRADE SECRETS.  All present in favor to recess to Closed Session. None opposed.
<b>RECONVENE TO OPEN SESSION</b>		The Board of Trustees reconvened to Open Session at 8:15 p.m.
<b>ANNOUNCEMENT OF CLOSED SESSION ACTIONS</b>		<b>Item 14.</b> MOTION: by Alvarado, seconded by Brooke and carried to approve the

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
		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  All present in favor; none opposed
<b>ADJOURNMENT</b>		There being no further business, meeting was adjourned at approximately 8:15 p.m.

Recorded and filed

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BELEN GONZALEZ, BOARD EXECUTIVE SECRETARY

Regular Meeting  
October 24, 2022, 5:30 p.m.



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Scott Phillips, CEO  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Agreement with Healthcare Management Partners to Provide Management Services Including But Not Limited to a Chief Executive Officer (CEO) and Chief Financial Officer (CFO).

**BUDGET IMPACT:**  Does not Apply  
A. Does the action impact/affect financial resources?  Yes  No  
B. If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:** El Centro Regional Medical Center’s goal is to ensure its ability to effectively meet its financial obligations including, but not limited to, the 2018 Bond Issue. El Centro Regional Medical Center may benefit from additional management expertise, including management experienced in turnaround and restructuring situations. Healthcare Management Partners’ team has deep healthcare experience including in turnaround and restructuring situations.

**DISCUSSION:** Discussion was had regarding El Centro Regional Medical Center’s financial goals and tactics to accomplish said goals, including the benefits of engaging Healthcare Management Partners to perform management services given, in part, their healthcare management experience in turnaround and restructuring situations.

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Resolution ECRMC No. 22-08 Approving the Management Service Agreement with Healthcare Management Partners, LLC for Purposes of Hospital Service Management
- Healthcare Management Partners, LLC Agreement with El Centro Regional Medical Center

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

RESOLUTION NO. ECRMC 22-08  
RESOLUTION OF THE BOARD OF TRUSTEES OF EL CENTRO  
REGIONAL MEDICAL CENTER APPROVING AGREEMENT  
WITH HEALTHCARE MANAGEMENT PARTNERS, LLC FOR  
PURPOSES OF HOSPITAL SERVICE MANAGEMENT

WHEREAS, after reviewing and considering El Centro Regional Medical Center’s goal of ensuring its ability to effectively meet its financial obligations including, but not limited to, the 2018 Bond Issue;

WHEREAS, after reviewing and considering the need for additional management expertise, including managers with experience in turnaround and restructuring situations;

WHEREAS, after having reviewed the qualifications of Healthcare Management Partners, LLC, to perform strategic hospital management services;

WHEREAS, it is in the best interest of El Centro Regional Medical Center to approve the Management Service Agreement with Healthcare Management Partners, LLC to provide, among other things, management services including but not limited to a Chief Executive Officer (CEO) and a Chief Financial Officer (CFO).

THEREFORE, THE BOARD OF TRUSTEES OF EL CENTRO REGIONAL MEDICAL CENTER DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true and correct and adopted hereby.
2. That the President of the Board is hereby authorized to sign said Management Service Agreement with Healthcare Management Partners, LLC.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of El Centro Regional Medical Center held on the 13<sup>th</sup> day of December 2022.

EL CENTRO REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
**Pending**, President

ATTEST:

By: \_\_\_\_\_  
**Pending**, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF IMPERIAL   ) ss  
CITY OF EL CENTRO     )

I, Belen Gonzalez, Board Executive Secretary of El Centro Regional Medical Center, El Centro, California, do hereby certify that the foregoing Resolution No. ECRMC 22-08 was duly and regularly adopted at a regular meeting of the El Centro Regional Medical Center, held on the 13<sup>th</sup> day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By: \_\_\_\_\_  
Belen Gonzalez, Board Executive Secretary

December 9, 2022

The Board of Trustees  
El Centro Regional Medical Center  
1415 Ross Avenue  
El Centro, CA 92243

### **Turnaround Management – El Centro Regional Medical Center – Executive Services**

The Board of Trustees:

This letter (this “**Agreement**”) is effective as of November 16, 2022 and confirms and specifies the terms and conditions of the engagement between Healthcare Management Partners, LLC (“**HMP**”) and El Centro Regional Medical Center (the “**Hospital**”, “**Medical Center**”, “**ECRMC**”, or the “**Client**”) to, among other things, oversee the financial turnaround of ECRMC by providing executive services for the Hospital.

The assignment will be conducted with the goal of ensuring the ability of ECRMC to effectively meet its financial obligations including, but not limited to, the 2018 Bond Issue.

This letter confirms the scope of the services to be performed by HMP and the basis of compensation for those services.

#### **1. Scope of Work**

The Client is engaging HMP to serve as Chief Executive Officer (“**CEO**”) and Chief Financial Officer (“**CFO**”) services for the duration of this phase of the engagement. Scott Phillips shall serve as CEO and Derek Pierce shall serve as CFO. The CEO and CFO shall be permitted to utilize other HMP members when appropriate in the CEO or CFO’s sole discretion. Additional HMP members shall charge Client for such member’s services at such members’ hourly rate.

HMP’s strategic initiatives in conjunction with the provision of executive services include, but are not limited to the following:

**Budgeting & Financial Reporting:** Analyze current operating and capital budgets, and to the extent that they exist, strategic, marketing, medical staff development plans:

- Implement strategic initiatives to reduce expenses.
- Review existing sources and uses of cash to optimize the Hospital’s cash flow.



## **ECRMC Executive Services, December 9, 2022**

- Maintain a weekly cash flow that will include all of the supplemental payments until end of fiscal year (6/30/2023).
- Review current Defined Benefit plan, including a review of the prior consultant's report and recommendations for moving to a different plan.
- Work with independent accountants to ensure timely delivery of the audit report for the most recent fiscal year.

**Review front-end and back-end of Revenue Cycle:** Goal is to enhance net patient revenues and reduce cash tied-up in in Patient accounts receivable. This is critical with the pending Cerner Electronic Health Record (“EHR”) implementation currently scheduled for February 6, 2023.

- Review commercial insurance contracts and associated contractual allowances recorded in the patient accounting system.
- Review Medicare reimbursement for optimization of collections.
- Review MediCal payments and make recommendations to maximize reimbursement.
- Review correspondence received from CMS and MediCal during prior three years.
- Examine billing, coding, and collections processes.
- Examine the incidence, cause, and cost of denied claims.

**Review of Other Receivables:** Examine all supplemental (non-patient) programs including timing and risks as well as other receivables including UCLA grants funds owed (in conjunction with Athene Law Firm and UCSD).

**Cerner Implementation:** Review the timing, implementation plan and potential financial impact of Cerner roll-out. Assess the adequacy of current contingency plans.

**Strategic Planning:** Develop and implement a strategic plan for the Hospital to meet its financial obligations and ensure the residents of El Centro and Imperial County have access to quality healthcare.

## 2. Compensation

HMP's fees are calculated by multiplying the hours worked by HMP personnel by their respective billing rates, which are set out below:

Managing Director	\$625
Director	\$475
Senior Associate	\$375
Associate	\$275
Data Analyst	\$200

The monthly fees for providing CEO and CRO services shall be the lesser of \$180,000 per month or the actual hourly fees billed at the rates detailed above for the services of M. Phillips and Mr. Pierce. If any changes to the Services outlined in this Agreement are required, the proposed changes will be discussed with the Client. Fee estimates will be provided by HMP for the required adjustments before proceeding. The parties agree that such fee estimates are estimates only, and HMP will not be bound by such fee estimates but only by a written amendment or supplement to this Agreement.

The Client will reimburse HMP for reasonable out-of-pocket expenses incurred by HMP in the performance of services under this Agreement, including, but not limited to, delivery services, printing services and other out-of-pocket costs. With respect to travel required in connection with the Services, the Client will reimburse HMP for reasonable out-of-pocket expenses incurred by HMP personnel in connection therewith, including but not limited to airfare, rental car expense, reasonable food and lodging expense, and similar customary travel expenses. HMP will provide the Client with customary documentation of such out-of-pocket expenses. HMP's monthly reimbursable expenses shall not exceed 15% of HMP's monthly professional fees.

HMP shall also be entitled to reimbursement for all reasonable legal fees and legal expenses incurred by HMP in connection with its performance under this Agreement, provided that the Client first consents to the retention of such counsel for such services (which consent shall not be unreasonably withheld or delayed). All such fees and costs will be reimbursed by the Client upon the Client's receipt of and approval of invoices thereof, which shall be submitted to the Client promptly after HMP receives the invoices from counsel.

HMP's professional fees and expenses will be set forth on invoices detailing itemizations of the charges. We will send a statement for our services on a weekly basis or at other logical points during the engagement. Each invoice is due within three (3) days of presentation. HMP's fees are not contingent on the outcome of the engagement. If any statement remains unpaid for more than fourteen (14) days, we may cease performing services for the Client until arrangements satisfactory to us have been made for payment of outstanding statements and

the payment of future fees and expenses. We reserve the right to charge interest on all amounts not paid within fourteen (14) days of billing at the rate of 1% per month.

As part of this engagement, we require a payment of a retainer in the amount of \$250,000. We may draw against those funds to satisfy our bills, copies of which will be sent to the Client for its information. Any unapplied balance will be returned to the Client immediately upon termination of our engagement. The Client shall replenish the amount held on deposit upon receipt of each bill. In addition, should a bill exceed the amount held on deposit, the Client will replenish such deposit and pay any balance owing on the current bill after application thereof. If the amount held on deposit is not replenished promptly, we reserve the right to discontinue our representation until the Client pays such amount.

Payments should be wired to:

Bank Name: Truist Bank  
ABA Number: # 064208165  
Account Name: Healthcare Management Partners, LLC  
Account Number: # 0000118729374

Without limiting its rights or remedies, HMP shall have the right to terminate this agreement entirely if payment is not timely received as specified in this Agreement.

### **3. Projections; Reliance; Limitation of Duties**

The Client understands the Services to be rendered by HMP may include the preparation of projections and other forward-looking statements, and that numerous factors can affect the actual results of the Client's operations, which may materially and adversely differ from those projections and other forward-looking statements. In addition, HMP will be relying on information provided by third parties in the preparation of those projections and other forward-looking statements.

The Client agrees that it is responsible for supplying complete and accurate information, books, and records upon which HMP and its personnel may rely, and neither HMP nor any personnel provided by HMP shall have any responsibility for mistakes or omissions on their part arising as a result of having relied upon information, representations, books, and records provided by the Client or other third parties or on the Client's behalf that were inaccurate or incomplete.

Neither HMP nor any personnel provided by HMP make any representation or guarantee that any recommendations made by HMP would, if implemented, be more effective than potential alternatives. The Client cannot rely on any services rendered by HMP to discover or determine the nature and extent of any errors, fraud or wrongdoing should they exist.

It is not within the scope of the duties of HMP to render an opinion or assurance with regard to accounting policies, internal controls, financial statements, the application of generally

accepted accounting principles or compliance with any rules, regulations and policies. From time to time, HMP may require access to the work that other professionals have carried out for the Client, and the Client agrees that such access does not constitute HMP's approval of the procedures or standards used by these professionals. The Client is aware that there is a possibility that other professionals, for varying reasons, may reach different conclusions and make different judgments on the basis of the same information or data.

Further, the Client acknowledges that no reports, analyses, or other work product of HMP, in whole or in part, shall constitute a fairness or solvency opinion, and that HMP will not provide any legal advice or address any questions of law.

**4. Employment by HMP**

All HMP personnel providing services hereunder will continue to be employed by HMP and, while rendering services to the Client, will continue to work with other personnel at HMP in connection with other unrelated matters, which will not interfere with services pursuant to this engagement. HMP will have no liability to the Client or any third party for any acts or omissions of Client personnel.

**5. Engagement Management; Staff and Qualifications**

HMP shall be responsible for all professional services rendered in conjunction with this assignment. The engagement will be led by Scott Phillips, Managing Director. Scott will be assisted by other staff, as needed.

**6. Relationship of the Parties; Independent Contractor**

The parties intend that an independent contractor relationship will be created by this Agreement. Neither HMP nor any of its personnel shall be considered an employee or agent of the Client, and the personnel of HMP are not entitled to any of the benefits that the Client provides for its employees. All professional HMP staff shall remain HMP employees throughout this engagement.

**7. No Audit: No Duty to Update**

It is understood that HMP is not being requested and does not undertake to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

HMP and all HMP personnel are entitled to rely on the accuracy and validity of the data disclosed to them or supplied to them by employees and representatives of the Client. HMP is

under no obligation to update data submitted to HMP or any analyses derived therefrom except as specifically agreed by HMP and the Client.

**8. Conflicts**

Because HMP is a professional services firm that serves clients on a national basis in numerous cases, both in and out of court, it is possible that HMP may have rendered services to or have business associations with other entities or people which had have or may have relationships with the Client. Should HMP become or be made aware of a potential conflict, HMP will decide on the most appropriate action to be taken and will work to resolve the potential conflict.

**9. Confidentiality; Non-Solicitation**

HMP will maintain the confidentiality of all non-public information received from the Client in conjunction with this engagement, except: (i) as requested by the Client or its legal counsel; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure will cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision.

Except as specifically provided for in this Agreement, the Client, on behalf of itself and its affiliates and any of its successors or assigns, agrees that, until two years subsequent to the termination of this engagement (unless otherwise agreed in writing by HMP), it will not solicit, recruit, hire or otherwise engage any employee of HMP who worked on this engagement while employed by HMP ("Solicited Person"); provided, however, that this restriction will not apply with respect to any general solicitation for new employees not targeting any Solicited Person.

Should the Client or any of its affiliates or any of its successors or assigns extend an offer of employment to or otherwise engage any Solicited Person, other than in response to general solicitation for new employees not targeting any Solicited Person, and should such offer be accepted, HMP will be entitled to a fee from the party extending such offer equal to the Solicited Person's undiscounted hourly client billing rate at the time of the offer multiplied by 500 hours. The fee will be payable at the time of the Solicited Person's acceptance of employment or engagement.

**10. Limitation on Liability**

In no event shall HMP be liable to the Client, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this Agreement, or for any consequential, indirect, special or punitive damages, including loss of profit, data, business or goodwill or similar damages relating to HMP's services provided under this Agreement,

except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of HMP relating to such services or from a breach of the warranty of good faith and professionalism set forth below. The Client will not indemnify HMP in connection with claims for willful misconduct or fraudulent behavior of HMP relating to such services.

The Client accepts and acknowledges that HMP has not made any warranties or guarantees of any nature with respect to the results, outcome, or final developments in this matter or with respect to the economic, financial or other results which the Client may experience as a result of the services provided by HMP.

In no event shall HMP, its subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues, or profits, or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement.

No action in connection with this engagement may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party no later than two years after the date of the last payment due to the party bringing the action.

HMP warrants that it shall perform the services in good faith and in a professional manner. HMP disclaims all other warranties, either express or implied. The Client will indemnify HMP and its personnel to the same extent as the most favorable indemnification the Client extends to its officers or directors, whether under the Client's bylaws, its articles or certificate of incorporation, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities will affect the benefits provided to HMP and its personnel. In no event shall HMP be indemnified or receive contribution to the extent that any claim or expense has resulted from HMP's bad faith, self-dealing, breach of fiduciary duty, gross negligence, willful misconduct, or fraudulent conduct.

Concurrent with the effective date of this agreement Misters Phillips and Pierce in their respective capacities as officers of the Client shall be added as "Named Insureds" to the Client's officers and directors' liability or other similar or equivalent insurance policies to same extent as all other officers, directors or trustees of the client, and shall remain insured for tort claims submitted related to their tenure as officers of the Client.

## **11. Force Majeure**

Neither party to this Agreement will be liable for any delays or nonperformance directly or indirectly caused by circumstances beyond its reasonable control, including but not limited to, the failure to cooperate by the other party or any third party, fire, epidemic, strike or labor dispute, war, violence, or any law, regulations or requirements by a governmental agency or authority.

**12. Intellectual Property**

HMP has the rights in and may, in connection with the performance of the duties under this Agreement, employ, provide, modify, create, acquire, and obtain rights in works of authorship, materials, reports, information and other intellectual property created or provided by HMP.

Except as noted below, the work product or deliverables specified in this letter will become the property of the Client upon full and final payment to HMP. HMP grants the Client, upon full and final payment, the license to use any HMP technology, templates, and tools, in connection with the deliverables, if any such technology, templates and tools are contained within the deliverables.

To the extent that HMP uses any of its intellectual property in connection with the deliverables within this Agreement, such property will remain HMP's property and except for the license granted in the paragraph above, the Client will not acquire any right or interest in such property.

**13. Client Responsibilities, Third Party Information, and Assumptions**

The Client acknowledges that HMP's and its personnel's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities. The Client shall cooperate fully with HMP.

**14. Assignment and Subcontracting**

Except as specified below, neither party may assign, transfer or delegate any of its rights relating to this Agreement without the prior written consent of the other party, and any such attempt shall be void. The Client consents to HMP's assigning or subcontracting any of HMP's rights or obligations to any affiliate or related entity or any entity that acquires all or a substantial part of the assets or business of HMP.

Services performed by HMP's subcontractors shall be billed as professional fees on the same basis as services performed by HMP's personnel, unless agreed otherwise.

HMP will engage JW Healthcare Consultants ("JW Consulting") as a subcontractor to assist HMP with the EHR implementation. Nancy Pierce will lead the engagement for JW Consulting. Her hourly rate is \$350/hour. Although not contemplated at this time, if other professionals from JW Consulting are required, they will be billed at an hourly rate of \$175/hour. Copies of all statements and billings received from JW Consulting will be provided with our invoices. JW Consulting services will be charged as an expense on HMP's invoices and payable on the same terms and conditions as HMP's invoices.

**15. Termination**

The parties may terminate this agreement as follows:

- (i) Termination without Cause. Either party may, in its sole discretion, terminate this agreement without cause by giving the other party at least 15 days' prior written notice.
- (ii) Termination upon Mutual Agreement. The parties may, at any time, terminate this agreement by mutual written consent on the date and under the conditions that the parties agree.

**16. Miscellaneous**

This Agreement (a) shall be governed and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the entire understanding of the parties with respect to the subject matter hereof; and (c) may not be amended or modified except in writing executed by the parties hereto. Each of the parties hereto (including HMP) agrees (x) that, to the extent permitted by applicable law, the U.S. District Court for the Southern District of California shall have exclusive jurisdiction over any litigation arising out of this Agreement, (y) to submit to the personal jurisdiction of such court; and (z) waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue as provided herein. Each of the Parties to this Agreement hereby waives any right to a jury trial with respect to any claim, action, suit or proceeding made or brought by one of the Parties against the other in connection with or arising under this Agreement.

If any provision of this Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision will be modified to the extent needed to render it enforceable, preserving the intent of the parties to this Agreement.

By signing this letter, the Client represents and warrants that it has the authority to enter into this Agreement.



**ECRMC Executive Services, December 9, 2022**

If the foregoing is acceptable to the Client, please sign the enclosed copy to acknowledge your agreement with its terms.

Best Regards,

**Healthcare Management Partners, LLC**



Scott K. Phillips  
Managing Director  
Healthcare Management Partners, LLC

**AGREED AND ACCEPTED BY:**

**El Centro Regional Medical Center**

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Scott Phillips, CEO  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Resolution ECRMC No. 22-09 Terminating Benefits for Board Members

**BUDGET IMPACT:**  Does not Apply  
 Yes  No  
 A. Does the action impact/affect financial resources?  
 B. If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:** Section 11.01 of the Bylaws of the Board of Trustees of El Centro Regional Medical Center provides that the Bylaws may be altered, or repealed, and that the new Bylaws may be adopted by the Board; and that the Board find that the adoption of the amendments to the Board’s Bylaws is in the best interest of the Hospital.

**DISCUSSION:** In the past, benefits were provided to board members. These included monthly fees, expense reimbursement, annual physical examinations, health insurance, and term life insurance. No monthly fees have been paid to members of the previous board.

Seeking removal and termination of benefits as delineated in Sections 3.06, 3.06-1, 3.06-2, 3.06-3, and 3.07 that entitle the Board to receive monthly fees, expense reimbursement, annual physical examinations, health insurance, and term life insurance.

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Resolution ECRMC No. 22-09 Terminating Benefits for Board Members.
- ECRMC Hospital Bylaws (rev. July 2022) Sections 3.06, 3.06-1, 3.06-2, 3.06-3, and 3.07.

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

RESOLUTION NO. ECRMC 22-09  
RESOLUTION OF THE BOARD OF TRUSTEES OF EL CENTRO  
REGIONAL MEDICAL CENTER AMENDING THE BYLAWS  
OF THE BOARD OF TRUSTEES TERMINATING BENEFITS  
FOR BOARD OF TRUSTEES

WHEREAS, Section 11.01 of the Bylaws of the Board of Trustees of El Centro Regional Medical Center (“the Board”) provides that the Bylaws may be altered, or repealed, and that the new Bylaws may be adopted by the Board; and

WHEREAS, The Board find that the adoption of the amendments to the Board’s Bylaws set forth below is in the best interest of the Hospital.

THEREFORE, THE BOARD OF TRUSTEES OF EL CENTRO REGIONAL MEDICAL CENTER DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true and correct and adopted hereby.
2. That the Board shall no longer receive any compensation, benefit, or pay as currently delineated in the Bylaws of the Board of Trustees of El Centro Regional Medical Center; Sections 3.04(d), 3.06, 3.06-1, 3.06-2, 3.06-3, and 3.07 effective immediately.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of El Centro Regional Medical Center held on the 13<sup>th</sup> day of December 2022.

EL CENTRO REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
Pending, President

ATTEST:

By: \_\_\_\_\_  
Pending, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF IMPERIAL   ) ss  
CITY OF EL CENTRO       )

I, Belen Gonzalez, Board Executive Secretary of El Centro Regional Medical Center, El Centro, California, do hereby certify that the foregoing Resolution No. ECRMC 22-09 was duly and regularly adopted at a regular meeting of the El Centro Regional Medical Center, held on the 13<sup>th</sup> day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By: \_\_\_\_\_  
Belen Gonzalez, Board Executive Secretary

b. Trustees from the public shall hold office for a term of three (3) years commencing on June 30 of the year of their appointment. Vacancies shall be filled by appointment for the unexpired term. No public trustee shall serve more than four (4) terms, whether consecutive or non-consecutive. Each public trustee shall serve until their term expires or that trustee resigns or is removed from the Board. A public trustee serves at the pleasure of the City Council and may be removed by the City Council with or without cause in the same manner as he or she was appointed, and as provided in these Bylaws.

c. There is no limit to the number of terms that may be served by any management Trustees. The term of office for Trustees who are the Hospital's Chief Executive Officer and Chief Medical Officer shall be coterminous with such person's term of service in such position.

d. All Trustees serve without compensation, except that the City Council may by resolution provide for compensation to the public Trustees and City Council Trustees from hospital revenues in an amount not to exceed one hundred dollars (\$100.00)/month per board meeting, and not to exceed five (5) meetings per month or as otherwise allowed by law. (Amended by Resolution No. ECRMC 92-31, adopted December 21, 1992, Amended by Resolution No. ECRMC 96-1 adopted February 28, 1996; Amended by Resolution No. ECRMC 99- 12, adopted October 27, 1999; Amended by Resolution No. ECRMC 03 - 13, adopted November 20, 2003; Amended by Resolution No. ECRMC 22-05, adopted July 25, 2022).

Section 3.05 Vacancies. A vacancy on the Board of Trustees occurring during the term of a Trustee shall be filled by appointment by the Mayor and, in the case of any non-management Trustees, with the consent of the City Council. A vacancy created by the death, resignation, or removal of a management Trustee shall be filled by appointment by the Mayor based on the nomination of the manager pursuant to Section 3.02(a)(3) of these Bylaws. Each Trustee appointed to fill a vacancy shall hold office for the unexpired term of the Trustee he or she succeeds, which unexpired term shall not be counted for purposes of applying any term limits. During any vacancy, the remaining Trustees shall continue to act with the power and authority of the full Board of Trustees. (Amended by Resolution No. ECRMC 99- 12, adopted October 27, 1999; Amended by Resolution, adopted November 12, 2015; Amended by Resolution No. ECRMC 15-13, adopted November 12, 2015).

Section 3.05-1 Vacancies Due To Absence From Board Meetings. The term of any member of the Board of Trustees shall expire if he or she is absent from three (3) consecutive regular meetings, or from three (3) of any five (5) consecutive meetings of the Board and the City Council by resolution declares that a vacancy exists on the Board. (Added by Resolution No. ECRMC 99 - 12, adopted October 27, 1999).

Section 3.05-2 Vacancies Due to Absence From Committee Meetings. The term of any member of the Board of Trustees shall expire if he or she is absent from three (3) consecutive regular committee meetings, or from three (3) of any five (5) consecutive committee meetings during their tenure on a committee and the Board recommends that the City Council by resolution declare that a vacancy exists on the Board. (Added by Resolution No. ECRMC 10-16, adopted December 20, 2010.)

Section 3.06 Expense Reimbursement, Annual Physical Examination, and Health Insurance For Board Members.

Section 3.06-1 Each Trustee shall be entitled to receive reimbursement for reasonable expenses incurred in connection with his or her performance of the affairs of the Hospital. (Renumbered by Resolution No. ECRMC 89-1, adopted January 25, 1989).

Section 3.06-2 Each voting member of the Board, except management Trustees, shall be entitled to an annual physical examination paid for by the Hospital. (Renumbered by Resolution No. ECRMC 89-1, adopted January 25, 1989; Amended by Resolution No. ECRMC 15-13, adopted November 12, 2015).

Section 3.06-3 Each voting member of the Board, except management Trustees, shall be eligible to receive the same medical and health care insurance benefits provided to Hospital employees. (Renumbered by Resolution No. ECRMC 89-1, adopted January 25, 1989; Amended by Resolution No. ECRMC 10-02, adopted March 23, 2010; Amended by Resolution No. ECRMC 15-13, adopted November 12, 2015).

Section 3.07 Term Life Insurance for Board of Trustees. The Hospital shall maintain term life insurance for each voting Board member, except management Trustees, in the amount of Fifty Thousand Dollars No Cents (\$50,000.00). (Renumbered by Resolution No. ECRMC 89-1, adopted January 25, 1989; Amended by Resolution No. ECRMC 99 - 12, adopted October 27, 1999; Amended by Resolution No. ECRMC 10-02, adopted March 23, 2010; Amended by Resolution No. ECRMC 11-10, adopted April 26, 2011; Amended by Resolution No. ECRMC 15-13, adopted November 12, 2015).

## ARTICLE IV

### MEETINGS OF THE BOARD OF TRUSTEES

Section 4.01 Regular and Special Meetings. The Board by resolution shall establish a regular meeting date which shall be at least monthly. Special meetings of the Board of Trustees may be called by the President of the Board of Trustees or at the written request of a quorum of the Board of Trustees. (Amended by Resolution No. ECRMC 91-4, adopted January 23, 1991).

Section 4.02 Place. All regular meetings of the Board of Trustees shall be held at least on a monthly basis on the Hospital Campus on day(s) and time(s) established by resolution of the Board of Trustees. Such other meetings of the Board shall be held at such time and place designated by the Board President, Vice-President (in the absence of the Board President, a majority of the Board or the Board Secretary or the Secretary's designee (as permitted by the California Public Meeting law). (Amended by Resolution No. ECRMC 91-5 adopted February 2, 1991; Amended by Resolution No. ECRMC 98-7 adopted May 27, 1998; Amended by Resolution No. 07-08 adopted July 25, 2007; Amended by Resolution No. 08 - 01 adopted January 23, 2008).

#### Section 4.03 Notice of Meetings.

Section 4.03-1 The Secretary of the Board of Trustees shall give, or cause to be given, notice of all meetings to the members of the Board of Trustees. The notice for regular meetings shall be deemed complied with when the agendas for such meetings are delivered to the officers described herein. (Renumbered by Resolution No. ECRMC 89-1, adopted January 25, 1989).

Section 4.03-2 Notice of special meeting of the Board of Trustees shall be delivered personally or by mail and shall be received at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the

Item 5:

No attachments



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Luis Castro, Chief Operating Officer  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Approval of Labor Union Contract for the Hospital's Technical Group

**BUDGET IMPACT:**  Does not Apply  
A. Does the action impact/affect financial resources?  Yes  No  
B. If yes, what is the impact amount: **\$977,080.00**

**BACKGROUND:** Memorandum of Understanding ("MOU") for the Technical Group by and between El Centro Regional Medical Center and Teamsters Union Local 542 expired on June 30, 2022. Both parties agreed to continue initial MOU on a month-to-month basis until a successor contract was negotiated.

Both parties initiated negotiations in August 2022. The MOU was negotiated by representatives of Teamsters Union Local 542 and by representatives of ECRMC including legal representation (when needed). In December 2022, a tentative agreement was reached and will be presented to the membership for approval.

**DISCUSSION:** Summary of Technical Group financial impact being presented to Board of Trustees for review and approval.

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Summary of Technical Group (Financial Impact Overview)
- Draft Memorandum of Understanding (*Subject to Ratification*)

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_





**SUMMARY OF TECHNICAL GROUP INCREASES**

	<u>BASE</u>	<u>INCREASE</u>	<u>IMPACT</u>	<u>NEW BASE</u>
<b>YEAR 1</b>	\$10,877,776.00	\$11,854,856.00	\$977,080.00	\$11,854,856.00
<b>YEAR 2 (3.5%)</b>	\$11,854,856.00	\$12,269,775.96	\$414,919.96	\$12,269,775.96
<b>YEAR 3 (3.5%)</b>	\$12,269,775.96	\$12,699,218.12	\$429,442.16	\$12,699,218.12

<b>Article #</b>	<b>Section</b>	<b>ECRMC RESPONSE/PROPOSAL</b>
Article 25	Compensation	<ul style="list-style-type: none"> <li><b>Year 1 (January 2023):</b> Wage adjustment to years of experience based on ECRMC wage scale</li> <li><b>Year 2 (January 2024):</b> 3.5% increase</li> <li><b>Year 3 (January 2025):</b> 3.5% increase</li> </ul>

<b>Benchmarked Position Title</b>	<b>Job Code</b>	<b>YEARS</b> <b>Grade</b>	<b>0</b>	<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>13-15</b>	<b>15+</b>
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Certified Nursing Assistant	400000	13	\$15.50	\$16.26	\$17.15	\$18.04	\$18.93	\$19.82	\$20.85
Medical Assistant	410000	13	\$15.50	\$16.26	\$17.15	\$18.04	\$18.93	\$19.82	\$20.85
Patient Care Technician	423000	14	\$16.05	\$17.57	\$19.09	\$20.61	\$22.13	\$23.65	\$25.18
Cardiology Technician (Non-Invasive)	100070	15	\$17.24	\$18.94	\$20.64	\$22.34	\$24.04	\$25.74	\$27.48
Surgical Technician II (Cert)	124100	18	\$21.25	\$23.48	\$25.71	\$27.94	\$30.17	\$32.40	\$34.64
Surgical Technician III	124110	19	\$22.90	\$25.36	\$27.82	\$30.28	\$32.74	\$35.20	\$37.71
Imaging Technologist I	120000	20	\$24.76	\$27.46	\$30.16	\$32.86	\$35.56	\$38.26	\$40.98
Respiratory Care Practitioner	104000	21	\$26.84	\$29.78	\$32.72	\$35.66	\$38.60	\$41.54	\$44.48
Ultrasound Technologist	126000	22	\$29.17	\$32.34	\$35.51	\$38.68	\$41.85	\$45.02	\$48.23
Nuclear Medicine Technologist	141000	23	\$31.79	\$35.23	\$38.67	\$42.11	\$45.55	\$48.99	\$52.43

*El Centro Regional Medical Center (“ECRMC”) reserves the right to add to, delete from, change and/or modify any of these proposals and/or amendment at any time.*

# Draft - Subject to Ratification

## MEMORANDUM OF UNDERSTANDING

By and Between

El Centro Regional Medical Center

and

Teamsters Union Local 542  
ECRMC Technical Group

~~July 1, 2019 thru June 30, 2022~~

January 1, 2023 thru December 31, 2025

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## ARTICLE 1: PREAMBLE

- A. This Memorandum of Understanding (“MOU”) is entered into by and between El Centro Regional Medical Center (“ECRMC”) and Teamsters Local Union 542, affiliated with the International Brotherhood of Teamsters (the “Union”) (individually, “Party”; collectively “Parties”).
- B. It is the intent of the Parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by ECRMC and the Union in order to promote harmonious relations.
- C. The Union has been formally acknowledged as the exclusively recognized employee organization pursuant to the Meyers-Milias Brown Act for the purpose of representing full-time, part-time, and per diem employees occupying the job classifications of: Certified Nursing Assistant (CNA), Patient Care Technician (PCT), Emergency Room Assistant (EDA), Medical Assistant (MA), Telemetry Technician (Tele Tech), Sterilization Technician (Sterile Tech), Surgical Technicians, Obstetrics Assistant, Radiology Technologist 1, Radiology Technologist 2, Ultrasound Technologist, Magnetic Resonance Imaging Technologist, Nuclear Medical Imaging Technologist, Patient Transport Associate, Department Associate 1, Department Associate 2, Cardiology Technician, Echocardiograph Technologist, Lead Echocardiograph Technologist and Respiratory Care Practitioner.
- D. The unit necessarily excludes, among others, the following job classifications/positions: confidential employees, management employees, supervisory employees, office clerical employees (to include but not limited to those in human resources), case managers, mid-level providers, customer relations coordinators, quality coordinators, infection control professionals, residency coordinators, residency coordinator-pediatrics, and all other professional employees (to include but not limited to: executives, senior vice president, vice president, clinical director, administrative director, clinical operations manager, human resources, clinical operations supervisor, assistant unit manager, executive director, house supervisor, program director, shift manager, supervisor, attorneys, physicians, accountants, pharmacists, engineers, architects, teachers and various types of physical, chemical, and biological scientists).
- E. ECRMC recognizes the Union as the exclusive bargaining representative for meeting and conferring in good faith pursuant to California Government Code (“Gov’t Code”) §§ 3500, *et seq.* and El Centro Medical Center Resolution No. 11-17 regarding matters that directly affect and primarily involve wages, hours, and other terms and conditions of employment as set forth herein.
- F. The scope of representation of the Union shall be those as set forth in Gov’t Code § 3504.
- G. It is agreed that this MOU is of no force and effect until ratified and approved by the membership of the Union and by Resolution duly adopted by ECRMC’s Board of Trustees (the “Board”).
- H. All references in this MOU designate both sexes, and wherever either gender is used, it shall be construed to include male and female employees.

**ARTICLE 2: MAINTENANCE OF MEMBERSHIP**

**A. Obligation to Remain Dues Paying Member:**

Any employee who is a due's paying member of Teamsters Local Union No. 542 in good standing upon the effective date of this Memorandum of Understanding and any employee who thereafter becomes a due's paying member, shall remain a due's paying member of Teamsters Local Union No. 542, except as provided for below:

1. If a due's paying member of Teamsters Local Union No. 542 does not terminate his/her payment of dues, said member shall continue as a due's paying member for the term of this Memorandum of Understanding.

**B. Termination of Membership – First Time:**

Within twenty (20) working days immediately following the effective date of this Memorandum of Understanding, any employee who is a due's paying member of Teamsters Local Union No. 542 shall have the right to terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to the

Teamsters Local Union No. 542 shall serve notice to all affected employees of their right to terminate their payment of dues under this section within ten (10) working days immediately following the effective date of this Memorandum of Understanding.

Teamsters Local Union No. 542. Furthermore, Teamsters Local Union No. 542 shall serve notice to all affected employees of their right to terminate their payment of dues under this section within ten (10) working days immediately following the effective date of this Memorandum of Understanding.

**C. Termination of Membership – On-Going:**

Within ten (10) working days immediately following the effective date of this Memorandum of Understanding or within ten (10) working days immediately following the yearly anniversary date of any year member of this Memorandum of Understanding, dues paying member of Teamsters Local Union No. 542 may terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to Teamsters Local Union No. 542 upon written notice to Teamsters Local Union No. 542 in all post notices in all Union represented buildings, to the termination of date of this MOU or ten (10) working days prior to the yearly anniversary date of any year, of the right of each dues paying member of Teamsters Local Union No. 542 to terminate his/her payment of dues under this section.

the termination date of this Memorandum of Understanding or within ten (10) working days immediately following yearly anniversary date of any year member of Teamsters Local Union No. 542 may terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to Teamsters Local Union No. 542 in all post notices in all Union represented buildings, to the termination of date of this MOU or ten (10) working days prior to the yearly anniversary date of any year, of the right of each dues paying member of Teamsters Local Union No. 542 to terminate his/her payment of dues under this section.

**D. Authorization to Deduct Dues:**

During the term of this Memorandum of Understanding, from the first monthly paycheck of each member of Teamsters Local Union No. 542 covered under this Memorandum of Understanding, who has signed an appropriate authorization of dues deduction form, as outlined by Teamsters Local Union No. 542, in accordance with Teamsters Local Union No. 542 by-laws and constitution. Teamsters Local Union No. 542 shall notify, in writing, El Centro Regional Medical Center of the dues amount to be deducted, as outlined by California State Bill 285. Teamsters Local Union No. 542 shall also give written notice to El Centro Regional Medical Center of any change in dues amount and amount thereof. All amounts deducted by El Centro Regional Medical Center shall be remitted to Teamsters Local Union No. 542. El Centro Regional Medical Center shall also furnish to Teamsters Local Union No. 542 a list showing the name of each employee whose dues are included in the remittance and amount thereof.

El Centro Regional Medical Center shall deduct dues from the first monthly paycheck of each member of Teamsters Local Union No. 542 covered under this Memorandum of Understanding, who has signed an appropriate authorization of dues deduction form, as outlined by Teamsters Local Union No. 542, in accordance with Teamsters Local Union No. 542 by-laws and constitution. Teamsters Local Union No. 542 shall notify, in writing, El Centro Regional Medical Center of the dues amount to be deducted, as outlined by California State Bill 285. Teamsters Local Union No. 542 shall also give written notice to El Centro Regional Medical Center of any change in dues amount and amount thereof. All amounts deducted by El Centro Regional Medical Center shall be remitted to Teamsters Local Union No. 542. El Centro Regional Medical Center shall also furnish to Teamsters Local Union No. 542 a list showing the name of each employee whose dues are included in the remittance and amount thereof.

**E. Union Indemnification:**

The Union shall indemnify, defend and hold harmless CRMC, Member Officials, representatives and agents against any and all claims, demands, suits or other forms of

CRMC (and the City of El Centro) and its Board of Directors shall indemnify, defend and hold harmless the Union and all claims, demands, suits or other forms of

liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by ECRMC regarding this article. If an improper deduction is made, the Union shall promptly refund any such amount directly to member.

### **ARTICLE 3: MEMBERSHIP REPRESENTATION**

- A. The Union shall appoint member of this group, to serve as Shop Stewards. The Union shall notify ECRMC in writing, pursuant to notice provisions of this MOU, of the names of each Shop Steward and the specific authority of the Shop Steward to act on behalf of the Union. The function of the Shop Steward(s) will be to handle grievances and to ascertain that the terms and conditions of this MOU are observed. A Shop Steward shall not conduct union business during working time, unless approved by ECRMC. A Shop Steward shall not, in conducting union business, interfere with the working time of any other employee.
- B. In the event ECRMC schedules a meeting at which a Shop Steward's presence is required, the Shop Steward shall not lose pay as the result of attending such meeting(s).
- C. There shall be no more than two (2) Shop Stewards (or one (1) Shop Steward and one (1) Union Business Agent) in attendance at any grievance, representational, or investigatory meeting, unless otherwise agreed to by ECRMC in advance of the meeting.
- D. Grievance and representational meetings shall not be conducted during working time, unless scheduled by ECRMC. The Grievant and one Shop Steward shall be paid at their straight-time hourly base rate of pay for attending such meetings. This time shall not be considered as hours worked for overtime purposes.

### **ARTICLE 4: UNION VISITATION**

- A. Duly authorized staff representatives of the Union (Business Agent) shall have access, upon prior notification and approval from the Employee Relations Officer (or his/her designee), to ECRMC's facilities for purposes related to the administration of this MOU and internal Union business. Such approval shall not be unreasonably withheld. The Business Agent shall present at the Human Resources Department for each site visit to obtain a visitor identification badge (which shall be returned at the conclusion of each site visit). If the site visit falls outside ECRMC's normal business hours, the visitor identification badge shall be obtained from (or returned to) the House Supervisor (or other ECRMC designee). Such Business Agent shall not interfere with the work of employees or the confidentiality of patients, and shall comply with security regulations applicable to visitors of ECRMC. Solicitation and distribution shall be in accordance with Resolution No. ECRMC 11-17, Section 18. Campaigning for union office shall be in accordance with Resolution No. ECRMC 11-17, Section 18 (the bulletin board discussed in Article 15 shall not be used for campaigning). Campaigning for public office is prohibited. Business Agents shall not conduct Union business in any patient care areas of ECRMC. If the Business Agent wishes to meet an employee such meeting shall be held before or after the shift or on non-work time such as the meal period.

## ARTICLE 5: GRIEVANCE PROCEDURE

### A. Overview

1. Any member(s) has the right to file a grievance with freedom from fear, intimidation or coercion from any Party.
2. Any member(s) may be represented by a Shop Steward or Business Agent of the Union at all steps of the grievance procedure.
3. Grievances may be initiated by the member, group of members, or the Union on behalf of the member or members, or on behalf of the Union. Each party shall bear its own costs associated with any grievance or appeal.
4. A member's first contact regarding job and working conditions is with the immediate Director/Clinical Manager, and the Parties shall attempt to resolve grievances by oral discussion at this level.
5. The immediate Director/Clinical Manager is responsible for informing the member about the job requirements, and personnel policies.

### B. Definitions:

1. Grievance. A claim, charge or dispute involving the following:
  - a. The interpretation or application of any ECRMC rules and/or regulations affecting any member(s) wages, hours or working conditions.
  - b. The interpretation or application of the provisions of this MOU.
  - c. The propriety of any written warning or reprimand provided by a supervisor to a member of the bargaining unit covered by this MOU.
  - d. The administration of any disciplinary action imposed upon an employee covered by this MOU.
2. Investigatory Administrative Leave. A Director, Administrator or Human Resources may place an employee covered by under this agreement, on administrative leave with pay in order to review or investigate allegations of misconduct which, in ECRMC's sole discretion, requires removing the employee from the premises.
3. Employee's performance evaluations are an "excluded matter" which is not grievable under these procedures. However, discipline that is the direct result of a performance evaluation may be grieved and, in such circumstances, modification of the evaluation may be sought as a remedy.

### C. Informal Procedure:

The member(s) who have a complaint shall first discuss the complaint with their Clinical Manager/Director no later than five (5) business days after the occurrence of the incident causing the complaint. If a resolution is reached, the resolution will be reduced to writing by the Director/Clinical Manager within five (5) business days, with a copy to the member.

If the Director/Clinical Manager fails to reply within five (5) business days, or the member(s) is/are not satisfied with the decision, the member(s) may utilize the Formal Grievance Procedure.

D. Waiver of Skelly Rights:

The Union, as the exclusive bargaining representative, on behalf of the represented members, expressly waives and relinquishes any and all pre-discipline due process rights arising under Skelly v. State Pers. Bd., 15 Cal.3d 194, 215 (Cal. 1975) (to the extent that such rights may exist).

E. Waiver of Post-Discipline Rights:

Except as set forth herein in the Arbitration section of this MOU, the Union as the exclusive bargaining representative, on behalf of the represented members, expressly waives and relinquishes any and all post-discipline due process rights (to the extent that such rights may exist).

F. Formal Grievance Procedure:

If the matter is not resolved by the Informal Procedure, a grievance shall be handled in accordance with the procedures set forth below. A grievant shall be entitled to a Shop Steward at any meeting under this grievance procedure. All written responses by ECRMC shall be addressed to the Union with copies to the grievant and to the designated member representative.

If the member is unable to resolve the grievance informally with his or her immediate supervisor, he or she shall reduce his or her grievance to writing to include the following:

1. The specific rule, provision, or regulation violated, misinterpreted, or misapplied;
2. Specific act or omission which gave rise to the alleged violation, misinterpretation, misapplication;
3. The date or dates on which the violation, misinterpretation or misapplication allegedly occurred;
4. The action taken as a result of the Informal Procedure;
5. The desired solution or remedy;
6. Signature of the grievant and;
7. The name of the organization or individual, if any, representing the grievant, followed by the signature of said organization or individual.

The following steps are to be used to resolve the formal grievance:

Step 1: The member(s) or Union initiates the grievance procedure by submitting the written grievance, containing the information detailed above, to the Employee Relations Officer (or designee), within seven (7) business days of the date upon which the member(s) or Union (whomever is filing the grievance) first became aware, or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance.

A meeting will be arranged by the Employee Relations Officer between the grievant and the grievant's Director/Clinical Manager to resolve the grievance and shall take place within fifteen (15) business days after the filing of the grievance. The Director/Clinical Manager or supervisor will respond in writing within ten (10) business days of the meeting.

Step 2: If the grievance has not been resolved, the grievance may be moved to Step 2 by submitting a written statement to the Employee Relations officer, for transmission to the Chief Nursing Officer (or designee) within ten (10) business days after receipt of the Step 1 response.



A meeting shall be held between the Union and the Chief Nursing Officer (or designee) to resolve the grievance with fifteen (15) business days following receipt of the written statement. The Chief Nursing Officer or his/her designee will respond in writing within ten (10) business days after the meeting.

One or more of the above grievance steps may be waived by written agreement of the parties.

G. Time Limits:

1. The time limits of each step may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be confirmed in writing.
2. If any grievance is not submitted or appealed within the stated limits or extensions of any of the above steps, the grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.
3. If the appropriate authority fails to furnish a written answer within the required time limits or extensions of any of the above steps, the Union may proceed to the next appropriate step, or if Step 2, arbitration.

**ARTICLE 6: ARBITRATION**

- A. A grievance, as defined in this MOU, which remains unresolved following Step 2 of the Grievance Procedure may be submitted to arbitration by the Union giving written notice to the Employee Relations Officer (or designee) within ten (10) business days after the Step 2 answer is issued. If no such written notice is given, the grievance shall be considered resolved on the basis of the Step 2 answer.
- B. ECRMC and the Union may mutually agree to an Arbitrator. If an Arbitrator cannot be mutually agreed upon within ten (10) business days after the written notice, then the parties shall jointly request a list of five (5) Arbitrators from the California Mediation and Conciliation Service. Upon receipt of the list, the parties shall meet promptly for the purpose of selecting the Arbitrator. The strike off method shall be used to select the Arbitrator. The Party who strikes the first name shall be determined by a coin flip (or other means as agreed by the Parties).
- C. The fees and expenses of the arbitration shall be borne equally by the Parties. Each Party shall bear the expense of the presentation of its own case.
- D. The Arbitrator's authority will be limited to interpreting the provisions of this MOU and the Arbitrator has no authority to add to, subtract from, or change the MOU in any way. The Arbitrator's decision will be final and binding upon all parties concerned.

**ARTICLE 7: NO STRIKE – NO LOCKOUT**

- A. ECRMC and the Union acknowledge that ECRMC differs in its operations from other non-healthcare industries because of the type of service it renders to the community and for humanitarian reasons. The Union and the employees covered by this MOU recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted or discontinued, and that to do so would endanger the health, safety and welfare of the community. Therefore, during the term of this MOU the parties agree to the conditions set forth below.

- B. Neither the Union nor the employees covered by this MOU shall threaten to or participate in any strike, walkout, slowdown, sickout, sympathy strike, other work stoppage, or any other interference with the work and statutory functions of ECRMC (collectively referred to as "work stoppage") during the life of this MOU. In the event of any strike, walkout, slowdown, sickout, sympathy strike, other work stoppage, or any other interference with the work and statutory functions of ECRMC or threat thereof, the Union and its officers will do everything within their power to end or avert the same.
- C. ECRMC, for its part, agrees that there shall be no lockout during the term of this Agreement.
- D. Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of this section, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently the following course of action: Submit such claim directly to an appropriate State Court and such claim may be submitted without regard to the arbitration provisions set forth herein. Each party hereby waives its right to remove any such action instituted to a Federal Court.
- E. The Union agrees and employees recognize that any such actions by them shall be in violation of this MOU, except as expressly otherwise provided by legally preemptive State or local law. In the event employees engage in such actions, employees shall be subjected to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law, and employee organizations shall forfeit their rights accorded them under this MOU, except as expressly otherwise provided by legally preemptive State or local law, during the term of any strike, walkout, slowdown, sickout, sympathy strike, other work stoppage, or any other interference with the work and statutory functions of the Hospital.
- F. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this section, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.
- G. Neither the Union nor its agents shall purchase billboard, bench, newspaper, TV, radio, magazine or other advertisements disparaging ECRMC or its employees or management or services during the life of this MOU.
- H. Neither ECRMC nor its agents shall purchase billboards, bench, newspaper, TV, radio, magazine or other advertisements disparaging the Union or its services or employees or management during the life of this Agreement.
- I. The Union will not place or cause anyone to place ECRMC or ECRMC's products or services on any "We Do Not Patronize" or "Unfair" lists during the life of this Agreement.

#### **ARTICLE 8: DISCHARGE & DISCIPLINE**

##### A. Disciplinary Actions:

1. Disciplinary action should be applied when other, less informal methods to correct the shortfalls have failed to produce the required or expected results. Unacceptable job performance or conduct may lead to the imposition of counseling or disciplinary action, including suspension or termination of employment.
2. Generally, the sequence for the progressive discipline policy is as follows:

- a. Verbal Counseling. A verbal counseling consists of a private discussion between an member and his/her Director or designee concerning performance problems or minor instances of misconduct and may be initiated at any time. During this discussion, the Director or designee will review with the employee both the specific deficiencies in question and ECRMC's standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee will be advised of the action that will be taken should he/she fail to achieve the improvement discussed. The substance of this discussion may be documented. A verbal counseling does not constitute a punitive action against the employee.
- b. Written Warning. A written warning generally is appropriate to correct instances of more serious misconduct which do not warrant suspension, demotion or termination, repeated instances of minor misconduct or identified performance problems which do not respond to verbal counseling's. The purpose of a written warning is to put the bargaining unit member on notice that ECRMC will suspend, demote, or terminate, or take other disciplinary action against him/her unless immediate, real and consistent improvement in performance is demonstrated. The written warning will be recorded on a written form. The form will be given to the bargaining unit member and he/she will be requested to sign the form to signify receipt of the written warning. If the bargaining unit member refuses to sign the written warning form, such refusal will be indicated on the form.

Written warnings must be issued within ten (10) business days after the discovery of the violation by ECRMC in order to be considered valid. ECRMC shall be provided a ten (10) business day extension upon written request to the Union. Written warnings shall be specific, not general, in nature as to the alleged violation (*e.g.*, time, date, place and nature of violation).

- c. Suspension. Suspension is the temporary removal of a bargaining unit member from his/her duties. Suspension is appropriate in cases involving serious misconduct or chronic behavioral or performance problems.
  - d. Termination. For-cause discharge from employment.
3. ECRMC reserves the right to deviate from a formal progressive system of counseling and/or discipline whenever it determines that circumstances warrant such a variation unless otherwise provided herein.
- B. Prior to termination, ECRMC reserves the right to demote bargaining unit member or place the bargaining unit member on a Performance Improvement Plan (as defined by ECRMC policy).
  - C. The right to maintain discipline is vested exclusively with ECRMC. A bargaining unit member may only be disciplined for just cause.
  - D. A bargaining unit member, upon his/her request, is entitled to have a Shop Steward present during an investigatory interview where the bargaining unit member reasonably believes that such interview will result in disciplinary action.
  - E. Bargaining unit members in a provisional status who receive disciplinary actions during the first twelve (12) months of employment (*e.g.*, verbal counseling, written warning, demotion, suspension and/or separation from employment) have no right to appeal these decisions or avail themselves of the grievance and arbitration procedure. Provisional employees can be separated from employment for failure to complete probation. Separation may be any lawful reason, or no reason at all. Provisional employees are "at-will."
  - F. Discipline for Conduct, Absences, and Tardiness shall not be combined.

## ARTICLE 9: PATIENT STAFFING SYSTEM

- A. ECRMC shall have a staffing system based on assessment of patient needs in accordance with the following:
1. The patient classification system used by ECRMC for determining patient care needs shall:
    - a. Reflect the assessment of patient requirement made by the RN/LVN, and;
    - b. Provide for shift-by-shift staffing based on those requirements.
  2. The system shall include, but not limited, to the following elements:
    - a. Individual patient care requirements, including the nursing process;
    - b. The patient care delivery system;
    - c. Generally accepted standards of nursing practice;
    - d. The unique nature of the Employer's patient populations
  3. In order to provide for safe and valuable patient care environment withing the hospital patient care system, the following staff-to-patient ratios will be adopted by ECRMC, previously issued for CAN/PCT/OB group:
    - a. Day Shift: 10 patients to 1 CNA/PCT/OB Assistant
    - b. Night Shift: 12 patients to 1 CNA/PCT/OB Assistant
  4. ECRMC finds that 10:1/12:1 ratio is optimal for best patient care. It is expected that CNA/PCT will collect, chart and report to the RN/LVN all routine vital signs.
- B. In the event the scheduled staffing is insufficient to meet the specific staffing called for by the system, ECRMC will make every reasonable effort to procure additional personnel. Should persistent shortages be identified, ECRMC will take reasonable and practical steps to ensure safe patient care.

## ARTICLE 10: PER DIEM STAFFING

- A. Per Diem staff are those who are hired on a relief or substitute basis. Per Diem staff are not eligible for healthcare benefits, Paid Time Off (PTO), Extended Sick Leave (ESL), education benefits, life insurance, long term and short-term disability or any other employer-provided benefits. Per Diem staff work on an "as needed" basis and generally will work less than forty (40) hours per pay period and for a period not to exceed one thousand (1,000) hours per rolling twelve (12) month period. Per Diem staff are generally assigned a specific shift, either eight (8), ten (10), or twelve (12) hour shifts. Per Diem staff are not hired into a benefited position and are not assigned a budgeted FTE based on agreed scheduling commitment.
- B. In order to retain their Per Diem classification, these employees must maintain their agreed scheduled shift commitment. Per Diem employee schedules will be reviewed every six (6) weeks to ensure the scheduling commitment has been met. Per Diem employees must work two (2) shifts every six (6) weeks to fulfill commitment. In the event that the scheduling commitment is not met, Human Resources will meet with the employee for reclassification or possible separation. If a Per Diem employee's scheduled shift is cancelled by ECRMC based on business necessity, low census and/or work load, the employee will be given credit towards their scheduling commitment.
- C. Per Diem hourly rates are set at tiered levels based on meeting minimum shifts during a six (6) week scheduling period. The rate during the life of this contract shall be 12%.

D. Per Diem commitments are defined as follows:

Daily Hours	Scheduled Shifts	Weekend Shifts	Holiday Shifts (if needed)
8 hours	2 shifts every 6 weeks	1 shift every 6 weeks	1 major and 1 minor
10 hours	2 shifts every 6 weeks	1 shift every 6 weeks	1 major and 1 minor
12 hours	2 shifts every 6 weeks	1 shift every 6 weeks	1 major and 1 minor

- E. Per Diem staff shall be paid according to the wage rates set forth in Article 24.
- F. Per Diem staff shall receive all annual wage rate increases as set forth in Article 24 and/or as subsequently negotiated by the parties.
- G. Per Diem staff shall receive all contractual shift differentials in accordance with their respective work schedules pursuant to this agreement.
- H. Full-time and regular part-time employees who resign and rehire into Per Diem status with no break in service shall not be required to serve the probationary period. Per Diem employees who successfully bid into a full-time or regular part-time bargaining unit position shall not be required to serve the probationary period upon commencement of the full-time or regular part-time position, so long as the probationary period was successfully completed.
- I. Per Diem staff who successfully bid into a full-time or regular part-time bargaining unit position shall not be required to serve the probationary period upon commencement of the full-time or regular part-time position, so long as the probationary period was successfully completed.
- J. Per Diem seniority shall be based on length of continuous service with ECRMC as a Per Diem employee.
- K. Seniority full time and regular part-time employees who resign and rehire into a Per Diem position, shall lose all prior accrued seniority and will begin accruing new seniority from the commencement of his/her employment in Per Diem status. Vested pension credits will be unaffected by such a resignation and rehire.
- L. Per Diem employees who bid into or are hired into a full-time or regular part-time position with ECRMC shall lose all Per Diem seniority and begin accruing seniority as a new full-time or regular part-time bargaining unit employee.
- M. In the event a Per Diem employee requires or desires time off work for reasons covered by any of the above contractual provisions, for example to attend a funeral, serve on jury duty, take a vacation, or to take time off due to illness or injury, the Per Diem employee will be allowed to decline available work hours in order to do so, so long as the minimum hours requirements are satisfied.
- N. Per Diem employees shall also, upon request, be removed from a posted schedule for reasons identified in Article 13: Bereavement Leave, Article 25: Jury Duty and Court Time. In no instance shall the Per Diem nurse be paid during such time off. The Per Diem employee must still meet the minimum hours commitment to retain Per Diem status.

## ARTICLE 11: JOB POSTINGS, TRANSFERS AND PROMOTIONS

- A. Job Vacancies. Job vacancies will be posted in the unit for a period of five (5) calendar days. Thereafter, Job vacancies will be posted internally on ECRMC's application tracking system ("ATS") for a period of five (5) calendar days. In the event the vacancy is not filled according to paragraph C.1. below, job vacancy will be opened to public on ECRMC's ATS for seven (7) calendar days prior to filling the position. ECRMC may temporarily fill the position during the posting period. ECRMC agrees to forward initial job posting for vacancies to Teamsters Union Local 542 Business Representative, upon first day vacancy is posted. Subsequent posting reviews will be available with Human Resources Officer, if necessity is required.
- B. Eligibility. In order for a bargaining unit member to be transferred or promoted within the same unit or another unit, the bargaining unit must qualify for the position on the basis of education and experience. To be eligible for a transfer or promotion, a bargaining unit member must have completed the probationary period in his or her current position unless approval is obtained from the appropriate Administrative and Management persons. To be eligible for a transfer or promotion, a bargaining unit member also cannot have received a formal disciplinary action within six (6) months of applying for the position. Qualified for this Article means the necessary skills, education, ability, certification, or credentialing needed to perform the duties of the position. A bargaining unit member will have up to a 90-calendar day period to demonstrate that she/he can perform the duties of the position and obtain the necessary certifications. During the 90-calendar day period if the bargaining unit member does not demonstrate he/she can perform the duties of the position or voluntarily determines to relinquish the position, ECRMC will make reasonable efforts to return the bargaining unit member to his or her former position and if available, shift or floor.
- C. Awarding Position.
1. Bargaining Unit members who work on the unit where the vacancy exists shall be given preference to fill such vacancies by seniority over bargaining unit members outside the unit.
  2. If a vacancy is not filled as provided in C.1. above, bargaining unit member in the clinical area shall be selected by ECRMC based on the qualifications defined in B above, and if two or more bargaining unit members are relatively equally qualified as defined in B above, then seniority shall prevail. Any bargaining unit employee who has been or who is promoted to a supervisory or management position shall retain their bargaining unit seniority. Supervisory or management bargaining unit members who have been promoted within 2 years of the job posting may apply for open bargaining unit positions. They may use their bargaining unit seniority for a period of two years from their transfer out of the bargaining unit to apply for such positions. Such employees shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while in a supervisory or management position.
  3. Any bargaining unit member who is promoted to RN/LVN, may apply for position as outlined in *Article 13: Job Postings, Transfers and Promotions* of the *Memorandum of Understanding between ECRMC and Teamsters Local Union 542 (RN/LVN Edition)*. Any bargaining unit member who applies and is hired on prior to completion of National Council Licensure Examination (NCLEX), shall retain their bargaining unit seniority not to exceed twelve (12) months. During the twelve (12) month period, the bargaining unit member does not demonstrate he/she can perform the duties of the position or voluntarily determines to relinquish the position, ECRMC will make reasonable efforts to return the bargaining unit member to his/her former position and; if available, shift or floor.
  4. If a vacancy is not filled as provided in C.2. above, it will be filled by bargaining unit member outside the clinical area selected by ECRMC based on qualifications as defined in B above, and if two or more bargaining unit members are relatively equally qualified as defined in B above, then seniority shall prevail.

5. Bargaining Unit members who apply after the seven (7) calendar days provided for in A above shall have no preference over outside applicants.

D. Unfilled Positions. If the vacancy is not filled as provided above, ECRMC may fill the position with outside applicants, except that if there are bargaining unit members on the recall list, they shall have preference over outside applicants.

E. Transfer for Other Reasons. ECRMC reserves the right to transfer an employee for lack of competence, failure to meet job requirements, just cause discipline or non-licensure. The Employer may temporarily transfer an bargaining unit member, by seniority, who possesses special skills or other abilities to another area of patient care provided ECRMC has posted such position and such transfer does not exceed 45 calendar days and may be extended with mutual agreement.

If ECRMC is not able to find a volunteer, the least senior bargaining unit member who possesses the required special skills or other abilities shall be required to fill the temporary position.

If the 45-calendar day period is not extended by mutual agreement, the process discussed herein shall repeat until the position is filled on a permanent basis.

F. Shift Bidding: Upon ratification, ECRMC agrees to an annual shift bid per department. Ten (10) weeks prior to the Annual July schedule assignments, ECRMC will open all Full-Time employees shifts to allow for shift bid, as outlined in F.1 below. Thereafter, shift bids shall be conducted annually as described in this paragraph.

For the purpose of establishing department seniority, for current employees upon ratification, their hire date shall be used as their Department Seniority Date. Thereafter, all new hires and employees who transfer into a department, shall have department seniority date based on first day of with within that department.

Part-time and Per Diem staff shall not be part of the bidding process and will be placed where needed as determined by the employer.

1. All shift bids shall be posted for five (5) business days, in the department breakrooms. Posting shall be dated and timed and a copy of the posting will be forwarded to the Union Representative.
2. Upon completion of shift bid process and schedule re-assignment, all future shift assignments will be subject to the provisions as outlined in paragraph one (1) of this article.
3. ECRMC reserves the right to modify, change, deny, and/or approve shifts bids based on hospital/patient safety and needs and centered skill mix, experience and patients' ratios at which point employee and Union will be notified.

## **ARTICLE 12: LEAVES OF ABSENCE**

A. ECRMC shall provide bargaining unit members with leaves of absence in accordance with state and federal law. Currently, these leaves of absence are family medical leaves (to include but not limited to leave arising under the Family Medical Leave Act, California Family Rights Act, Americans with Disabilities Act, and Kin Care), pregnancy leaves, worker's compensation leaves, and military leaves. Such leaves shall be granted and administered in accordance with the applicable state and/or federal laws.

B. ECRMC shall also provide bargaining unit members with leaves of absence for medical leaves for non-occupational disabilities (*i.e.*, not governed by federal or state family and medical leave statutes or the worker's compensation statutes), jury duty, witness duty and bereavement. The leaves specified in this paragraph shall be administered in accordance with ECRMC's policies.

C. Union Leave

1. If a bargaining unit member is elected or appointed to a position by the Union, ECRMC will grant up to one (2) individuals not from the same unit or shift, Union Leave for the duration of the respective initial term.
2. Bargaining unit members on Union Leave are not required to use PTO. They will not accrue PTO while on Union Leave. Bargaining unit members will be responsible for COBRA premiums commencing the first day of the pay period following the start of the leave.
3. Bargaining unit members will be guaranteed return to their existing position, status and shift following their Union Leave, so long as they have maintained the appropriate credentialing and certifications.

**ARTICLE 13: BEREAVEMENT LEAVE**

In the event of the death in the immediate family of a Full-time or Part-time member, he/she will be allowed Bereavement Leave, with pay. Bereavement leave of three (3) workdays may be granted for funerals or designated ceremony within three hundred (300) miles of ECRMC or five (5) workdays for funerals or designated ceremony over three hundred miles from ECRMC. The hospital agrees that bargaining unit member may be allowed to use additional PTO hours, with management approval, without affecting attendance record. Approval shall not be unreasonably denied. ECRMC agrees that Bereavement Leave will be granted for all Full-Time and Part-Time employees as of day one (1) of employment. The Bereavement Leave is intended for the use of attending the funeral or designated ceremony and travel time to and from the funeral designated ceremony.

Per Diem bargaining unit members will be eligible for unpaid Bereavement leave as above with prior written approval of Human Resources and their Director (or designee). Such requests will not be unreasonably denied.

For purposes of this provision, "immediate family" includes the employee's current spouse, parents (step), children (step), sister or brother, current mother or father-in-law, current sister or brother-in-law, current son or daughter-in-law, grandparents, grandchildren, domestic partner, step parents, step children, and step grandchildren.

**ARTICLE 14: SENIORITY, LAYOFF AND RECALL**

A. Seniority

1. Seniority shall mean date of hire (or re-hire if there is a break in employment exceeding 30 days) with ECRMC as a bargaining unit member.
2. Seniority dates shall only be adjusted for:
  - a. Break in service from ECRMC associated with a voluntary separation of more than 30 calendar days.



- b. Leave of absence exceeding 95 calendar days (except for military leave, worker's compensation and state or federal family medical leave, Union Leave.)
3. After a provisional period of twelve (12) months, seniority shall only be broken by:
  - a. Break in service associated with a termination of more than 30 calendar days,
  - b. 12 months of layoff without recall to a permanent position,
  - c. Failure to respond to recall notice within 3 business days, after receipt of certified notice of recall,
  - d. Termination for just cause,
  - e. Failure to report to work upon expiration of a Leave of Absence.
4. A seniority list of bargaining unit members names and seniority dates, updated quarterly, shall be sent to the Union.

**B. Layoff**

1. Layoff is defined as a permanent workforce reduction anticipated to last more than fourteen (14) calendar days.
2. Prior to a layoff, ECRMC and the Union shall meet and confer about the impact of such a reduction.
3. Providing a bargaining unit member is qualified to perform the available work, seniority shall be the controlling consideration in a layoff or recall.

The order of Layoff shall be:

- a. Temporary
  - b. Per-Diem
  - c. Part-Time
  - d. Full-Time.
4. Layoff of bargaining unit members in categories (c) of Paragraph 3 above shall be accomplished as follows:
  - a. A laid off member may have the option to fill any vacancy that ECRMC has for which the member is qualified. Qualified shall mean the necessary skills, education, certifications or credentialing needed to perform the duties of the position. A bargaining unit member who declines the position shall be laid off.
  - b. If there is no vacancy as described in (a), such member shall displace the least senior bargaining unit member on his/her unit of the same status (full-time, part-time) and shift.
  - c. If no vacancy exists as described in (b), the laid off member shall have the option of displacing the least senior bargaining unit member in his/her unit who may be on another shift and/or status.
  - d. If no such position exists as described in (c), the member may displace the least senior bargaining unit member, of the same status and shift, provided the member is qualified.

- e. If no vacancy exists as described in (d), the laid off member shall have the option of displacing the least senior bargaining unit member who may be on another shift and/or status.
- f. For the purposes of this Article, a bargaining unit member shall have up to a 90-calendar day period to demonstrate that he/she can perform the duties of the position.

C. Recall

1. All vacancies as determined by ECRMC and covered by this Agreement shall first be filled according to Article 11: Job Posting.
2. A vacant position not filled as provided in A above shall be made available to a bargaining unit member on the recall list. The position shall be offered to a member laid off from a unit within the bargaining unit competencies in which the position is available in reverse order of layoff. In the event there are no bargaining unit members on the recall list from the unit in which there is a job opening, the position shall be offered to a bargaining unit member on the recall list in reverse order of layoff, provided the bargaining unit member is qualified for the position.
3. A bargaining unit member on the recall list may refuse up to three offers of staff positions prior to being removed from the recall list. Otherwise, laid off bargaining unit members shall remain on the recall list for 12 months.
4. Any bargaining unit member on a recall list shall be responsible for providing ECRMC with a current address and telephone number.

**ARTICLE 15: BULLETIN BOARDS**

- A. The Union shall have a 24" x 36" bulletin board at each facility operated by ECRMC (i.e., El Centro Regional Medical Center Hospital, El Centro Outpatient Clinic, Calexico Outpatient Clinic, Cancer Center, Outpatient Treatment Center) and any other locations in which ECRMC may acquire in the future. At ECRMC, the bulletin board shall be located near the cafeteria for posting official union business. Posted material shall bear the date and identity of the Union.
- B. The Union shall not post any organizing materials on the boards. The Union shall provide a copy of any materials to the Employee Relations Officer prior to posting, however approval to post is not required. The Union shall not post any materials that disparage or demean ECRMC, its affiliates, related entities, or any individual.
- C. The Union is permitted to post materials regarding internal Union politics. However, the Union shall not post any notice that involves an external politician, political candidate, or political issue.
- D. ECRMC and the Union agree that no other union shall have access to or a right to post on the Union bulletin boards for any reason.
- E. ECRMC can grieve and seek arbitration of the Union's violations of this Article.

## ARTICLE 16: NO DISCRIMINATION

There shall be no discrimination by ECRMC or the Union of any kind against any employee on account of race, color, ancestry, political belief, sexual orientation or preference, religion, sex, marital status, national origin, age, physical or mental disability, medical condition, citizenship, military status, genetic information/characteristics, gender identity, pregnancy, membership in or activity on behalf of a labor organization as provided by law, or other protected characteristic pursuant to applicable law. Both parties are permitted to take all action necessary to comply with all applicable federal, state and local laws and regulations, including any new laws and regulations enacted during the term of this MOU.

## ARTICLE 17: SCHEDULING

### A. Overview

1. Employees are expected to meet their scheduled obligations as determined by the department and their employee classification.
2. The current six-week schedule is locked two weeks before the start date and, at that point in time, is not subject to any vacation/PTO requests.
3. When a schedule conflict arises, the employee should attempt to resolve the conflict by working directly with his/her direct supervisor.
4. Employees must contact the Immediate Supervisor or designee to report unscheduled absences at least two hours prior to the start of their shift.
5. Failure to meet the staffing needs of ECRMC with excessive unscheduled absences due to Sick Calls and No Call/No Shows will be a cause for disciplinary action.
6. Employees are expected to arrive at work and be at their assigned work station ready to work based on their scheduled start time. Employees who fail to notify their supervisor/designee of absence or late arrival to work as scheduled are subject to disciplinary action according to the ECRMC Discipline Policy.
  - a. For Surgery and Maternal Child Department Personnel (Where Required): The hospital agrees to allow for the first ten (10) minutes upon the start of the shift and for the last five (5) minutes of the end of shift, to be designated as "dress time", for the purpose of dressing with the appropriate attire, designated and provided for by the hospital. This time dressing, will be considered as "work time".
7. Employees are expected to clock in and out using the designated time clock or computer method for their assigned department.
8. Staff working in the acute care hospital setting are expected to be flexible and willing to work on alternate shifts and/or units (other than the primary shift assignment) to accommodate unexpected/temporary changes to workload necessity.
9. All employees are responsible to enter unavailability/PTO by the date specified by the Immediate Supervisor or designee for approval. (No late requests will be granted).

## B. Procedure

### 1. Trades, Changes:

- a. Shift changes to the posted schedule can be negotiated between staff of the same license/certification and submitted to the Immediate Supervisor or designee for approval. Shift trades will be generally approved if premium pay does not result.
- b. Schedule change requests related to staffing for the next 24-hour time period must be approved by the Immediate Supervisor or designee for approval.
- c. Six (6) week schedules are posted 2 weeks prior to the start of the schedule period. Weekly schedule adjustments are made 48 hours prior to 0700 each Monday. Daily schedules are adjusted on the shift proceeding the next 8 or 12 hours shift period.

### 2. Regular Full Time (RFT) & Regular Part Time (RPT) employees will have their hours scheduled by the department and will be consistently scheduled to meet established pay period requirements based on employee classification.

- a. For all RFT& RPT employees on 12-hour shifts, ECRMC will make its best effort to provide 3 weekends off during a 6-week schedule. Additional weekends or partial weekends on or off may be provided depending upon census, acuity, and unit staffing requirements.

### 3. Holidays

- a. Holiday scheduling and staffing is subject to Article 9, 10, and 24.
- b. Holiday shift coverage begins at 1900 prior to the date of the holiday and ends at 0700 the day following the holiday

### 4. Vacation Scheduling

- a. No more than one staff member in each job classification in each department on each shift can be on vacation simultaneously, unless average census coverage can be maintained. Vacation requests shall not be unreasonably denied.
- b. An employee will not be granted more than three (3) consecutive weeks off between June 15 and September 15 unless staffing coverage permits.
- c. An employee will not be granted more than two (2) consecutive weeks off between September 15 and June 15 unless staffing coverage permits.
- d. Vacations for the last two weeks of December are limited to one shift unless patient care staffing requirements coverage permits additional time off.
- e. PTO requests for vacation should be submitted as far in advance as possible but no less than three (3) weeks prior to the start of the next schedule.
- f. Requests received during a current six (6) week schedules period will be granted only if replacement staff can be scheduled without premium pay.

- g. All vacation requested will be established on a “first come, first serve” basis, provided that the request will not interfere with efficient scheduling of hospital operations. Seniority shall prevail if multiple requests are submitted on the same day.

5. Sick Calls

- a. Any employee unable to come to work as scheduled must call in to the Immediate Supervisor or designee a minimum of 2 hours prior to the beginning of the scheduled shift. Failure to do so will be considered a No Call/No Show.

C. Unfilled Shifts

In the event there are unfilled or overtime shifts available Immediate Supervisor or designee shall send an email to all bargaining unit members notifying them of the open shifts. An employee desiring such shift may volunteer provided he/she is competency validated to work in that department.

First consideration will be given to bargaining unit members in their home department and shift. All bargaining unit members in this category are assigned shifts by rotation starting with the highest senior.

**ARTICLE 18: CALL OFFS**

- A. Any employee who is called-off may be placed on stand-by at the discretion of management. Employees who are placed on stand-by shall be compensated in accordance with the provisions defined in Article 31: Standby and Call Back Pay.
- B. Employees who are called off and choose to be available shall be compensated at their regular rate of pay if work becomes available and they report back to work at the hospital.
- C. Staff who are eligible have the option to take PTO.
- D. The order of call off shall be:
  - 1. Per Diem on DT.
  - 2. Per Diem on OT.
  - 3. Full-time or part-time on DT.
  - 4. Full-time or part-time on OT.
  - 5. Volunteers.
  - 6. Per Diem on straight time.
  - 7. Travelers and Registry
  - 8. Full-time and Part-time on a rotational basis.
- E. At the discretion of management, Full-time and Part-time employees who are called off may displace Per Diem employees on another unit provided the Full-time or Part-time employee is qualified to do the work.

- F. When call offs in a unit are due to an overlap of shifts, Volunteer employees will be called off first. After all Volunteers have been called off, employees will be called off following a rolling integrated seniority list. When call offs are due to an overlap of shifts, a partial shift call-off is permissible.
- G. Employees will be contacted at least two (2) hours in advance of a start time cancellation.

In the event the Medical Center fails to call two (2) hours in advance and the bargaining unit member reports to work, he/she shall be paid in accordance with California law.

### **ARTICLE 19: ATTENDANCE**

- A. Policy Statement: Employee conduct will be monitored to ensure that work rules are adhered to, the laws and regulations are obeyed and patient and visitor safety is strictly enforced.
- B. Attendance: Because of the urgent nature of hospital work, regular attendance and punctuality are essential.
- C. Absence: If any employee is unable to report for work, he/she must notify the immediate supervisor or designee, at least two (2) hours prior to the scheduled start time of their shift. Failure to do so may result in disciplinary action.
- D. When reporting an absence, the expected date of return to work should be given. If unknown, notice will be required each day. An employee who is absent for three (3) consecutive workdays without providing notice will be deemed to have abandoned his/her job and will be considered a voluntary quit.
- E. Unscheduled absences: Absences which are not approved at least twenty-four (24) hours in advance are unscheduled absences. Unscheduled absences will be considered excessive and unacceptable upon reaching six (6) occurrences in any twelve (12) month rolling period and may result in disciplinary action.
- F. Tardiness: Employees are required to report to work on time and remain at their work stations, with the exception of breaks and meal periods, until their shifts are completed. Clocking in five-minutes late for the start of a scheduled shift is considered tardy. An employee who arrives late or leaves early in connection with scheduled work times, breaks or meal periods is tardy. An employee that is tardy is subject to disciplinary measures up to and including termination. Tardiness will be considered excessive and unacceptable upon reaching six (6) instances in any twelve (12) month rolling.
- G. Clean Slate: ECRMC agrees to follow steps of discipline based upon twelve (12) month rolling period.
- H. Steps of Discipline: Steps of discipline shall be in accordance with Article 8 of this agreement.

### **ARTICLE 20: D.R.I.V.E. AUTHORIZATION AND DEDUCTION**

(Democratic Republic Independent Voter Education)

In addition to the terms and conditions contained in the above-referenced collective bargaining agreement between the Employer and the Union, ECRMC and the Union hereby further agree that:

ECRMC agrees to deduct voluntary contributions to D.R.I.V.E. from the paycheck of all bargaining unit members who submit authorization cards and are covered by this Agreement. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing bargaining unit member that are to be deducted from his/her paycheck on

a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the bargaining unit member earned a wage. ECRMC shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted, along with the name of each bargaining unit member on whose behalf a deduction is made, the bargaining unit member social security number and the amount deducted from the bargaining unit member paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

The Union shall indemnify, defend and hold harmless ECRMC (and the City of El Centro) and its Board Members officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and from all legal costs that shall arise out of or by reason of action taken or not taken by ECRMC regarding this deduction authorization. If an improper deduction is made, the Union shall promptly refund any such amount directly to the bargaining unit member.

#### **ARTICLE 21: SEPARABILITY & SAVINGS**

If any section, subsection, sentence, clause or phrase of this MOU is for any reason held to be illegal, unlawful, or unconstitutional, such section subsection, sentence, clause or phrase shall become immediately unenforceable. Such holding shall not affect the validity of the remaining portion of the MOU. In such event, and upon the request of either Party to this MOU, the Parties shall meet and confer within thirty (30) calendar days for the purpose of arriving at a mutually satisfactory replacement for such provision.

#### **ARTICLE 22: CONCLUSIVENESS OF MOU**

ECRMC and the Union acknowledge that during the negotiations which resulted in this MOU, each Party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of the negotiations process. Therefore, ECRMC and the Union for the term of this MOU, each voluntarily and qualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter whether or not referred to in this MOU, except as otherwise provided herein.

#### **ARTICLE 23: NEW EMPLOYEE ORIENTATION**

- A. ECRMC shall provide the Union with ten (10) calendar days advance notice prior to any new employee orientation, when practicable. Notice shall not be reasonably withheld.
- B. The Union may elect to participate in the New Employee Orientation and shall be allotted up to thirty (30) minutes, towards the end of the orientation session, for the opportunity to discuss the rights and obligation created by the contract and the role of representatives and to answer questions the new employee(s) may have.
- C. Union presentations or other participation in orientation shall be by a recognized steward or Union paid staff only. Management representatives will excuse themselves during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with ECRMC activities.
- D. Union participation in the New Employee Orientation relieves ECRMC from providing any information regarding the Union to the new employee as the Union would fulfill that function exclusively during the orientation.

**ARTICLE 24: HOURS OF WORK AND PAY PROVISIONS**

1. Work Day & Work Week

The fixed and recurring work day period shall begin at 0000 hours (midnight) and end at 23:59 hours, 24 hours the following.

The fixed recurring work week period shall begin at 0000 hours (midnight) on Sunday and end at 23:59 hours on Saturday, seven (7) calendar days thereafter.

2. Shifts Defined: ECRMC and the Union mutually agree and recognize the following shifts;

<b>DIVISION</b>	<b>POSITION</b>	<b>SCHEDULE</b>
Maternal Child	OB Assist	<ul style="list-style-type: none"> <li>• 0700-1930</li> <li>• 1900-0730</li> </ul>
Sterile Processing	Sterile Processing Technician (Certified and Non-Certified)	<ul style="list-style-type: none"> <li>• 0600-1400</li> <li>• 0700-1530</li> <li>• 1200-2030</li> <li>• 0700-1900</li> <li>• 1900-0700</li> </ul>
Outpatient Centers	Medical Assistants	8-hour shift <ul style="list-style-type: none"> <li>• 0800-1700</li> <li>• 0900-1800</li> <li>• 1000-1900</li> <li>• 1100-2000</li> </ul> 10-hour shift <ul style="list-style-type: none"> <li>• 0800-1900</li> </ul>
Cardiopulmonary	Respiratory Care Practitioner	<ul style="list-style-type: none"> <li>• 0600-1830</li> <li>• 1830-0600</li> </ul>
Echo	Echo Tech	<ul style="list-style-type: none"> <li>• 0700-1730</li> <li>• 0900-1300</li> </ul>
Echo	ECG Tech	<ul style="list-style-type: none"> <li>• 0700-1730</li> <li>• 0700-1200</li> <li>• 0700-1300</li> <li>• 0800-1400</li> </ul>
Emergency Room	Emergency Room Tech Patient Care Technician	<ul style="list-style-type: none"> <li>• 0700-1930</li> <li>• 1100-2330</li> <li>• 1500-0330</li> <li>• 1900-1930</li> </ul>
Med/Surg & ICU	Certified Nursing Assistants Patient Care Technician Telemetry Technician	<ul style="list-style-type: none"> <li>• 0700-1930</li> <li>• 1900-0730</li> </ul>
Surgical Services	Surgical Technician Patient Care Technician	<ul style="list-style-type: none"> <li>• 0630-1700</li> <li>• 0630-1900</li> <li>• 0630-1500</li> <li>• 1130-2200</li> </ul>
Medical Imaging	Imaging Tech, MRI Techs, Ultrasound Techs, Nuclear Med Techs, Patient Transport Associates	8-hour shift <ul style="list-style-type: none"> <li>• 0600</li> </ul>



		<ul style="list-style-type: none"> <li>• 0700</li> <li>• 0730</li> <li>• 0800</li> <li>• 0830</li> <li>• 0900</li> <li>• 1000</li> <li>• 1100</li> <li>• 1300</li> <li>• 1400</li> <li>• 1500</li> <li>• 1700</li> </ul>
		12-hours shift
		<ul style="list-style-type: none"> <li>• 1900</li> </ul>
		10-hour shifts
		<ul style="list-style-type: none"> <li>• 2100</li> </ul>

3. Over-Time & Double-Time:

A. Eight (8) hour shifts:

Employees who are regularly scheduled to work eight (8) hour shifts, will be paid one and one-half (1½) times their regular rate of pay for all hours worked over eight (8) hours in a workday or forty (40) hours in a work week.

Employees who are regularly scheduled to work eight (8) hours shifts, will be paid two (2) times their regular rate of pay for all hours worked over twelve (12) hours in a workday.

B. Ten (10) hour shifts:

Employees who are regularly scheduled to work ten (10) hour shifts, will be paid one and one-half (1½) times their regular rate of pay for all hours worked over ten (10) hours in a workday or forty (40) hours in a work week.

Employees who are regularly scheduled to work ten (10) hours shifts, will be paid two (2) times their regular rate of pay for all hours worked over twelve (12) hours in a workday.

C. Twelve (12) hour shifts:

Employees who are regularly scheduled to work twelve (12) hour shifts, will be paid two (2) times their regular rate of pay for all hours worked over twelve (12) hours in a workday.

Employees who are regularly scheduled to work twelve (12) hours shifts, will be paid one and one-half (1½) times their regular rate of pay for all hours worked over forty (40) hours in a one (1) work week.

4. Meal Periods:

Bargaining Unit members will be provided a duty-free lunch period of at least thirty (30) minutes which is unpaid. Whenever practical, the lunch period shall be scheduled near the middle of the shift.

5. Rest Periods:

Employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four (4) hours or major fraction thereof.

6. Assigned Overtime:

A bargaining unit member may not refuse to work overtime (or double time) if it would endanger patient care, for example, during an operation, delivery or invasive procedure or during a community disaster.

In the event a bargaining unit member refuses to work overtime (or double time) in other situations, managers or supervisors can perform the work in addition to work managers or supervisors are otherwise allowed to perform.

7. Shift Differential:

A. Shift differentials will only be paid for qualifying hours that fall into the times designated below:

- 1) First shift will be defined as 0700 hours until 1900 hours and a shift differential will not be paid for these hours.
- 2) A late shift differential of fifteen percent (15%) will be paid for the hours between 1901 (07:01 pm) hours and 0659 (06:59 am) hours.

8. Preceptor Pay:

Bargaining Unit members assigned to perform the duties of preceptor will be paid at the flat rate of two dollars (\$2.00) per hour, in addition to their regular rate of pay.

A. Current positions authorized and qualified for preceptor pay are the following:

1. Respiratory Care Practitioner (RCP)
2. Surgical Techs
3. Imaging Techs

A. Please see additions on next page

9. Compensation:

A. Base Hourly Wage Rates:

- a. Year 1; Upon ratification, the bargaining unit members shall receive a wage increase of two percent (2%), retroactive to July 1, 2019.
- b. Year 2; July 1, 2020: Two percent (2%) wage increase.
- c. Year 3; July 1, 2021: Two percent (2%) wage increase.

B. Please see additions on next page

**A. Additional Positions to be included:**

- OB Assistants
- Clinical Nurse Assistants/Patient Care Techs
- Emergency Department Assistants
- Medical Assistants
- Tele Techs

**B. Compensation**

**Base Hourly Wage Rate**

Article 25 Compensation

- **Year 1 (January 2023):** Wage adjustment to years of experience based on ECRMC wage scale
- **Year 2 (January 2024):** 3.5% increase
- **Year 3 (January 2025):** 3.5% increase

## **ARTICLE 25: JURY DUTY AND COURT TIME**

### **A. Jury Duty**

Due to the nature and selection method of the Jury Duty selection process, if an employee is summoned to serve on Jury Duty, the employees must notify the Department Head or designee, as soon as possible, but no later than one and one-half (1.5) hour before the start of their scheduled shift. For Day Shift employees; will be granted a leave of absence, with pay, for the days they are scheduled to work. For night shift employees; will be granted a leave of absence, with pay, for the nights they are scheduled to work, the night before their scheduled Jury Duty and the day of their Jury Duty assignment. The employee shall promptly file with Human Resources proof of attendance issued by the Jury Duty Commissioner with date(s) of appearance.

If the employee is not scheduled to work on the day of the Jury Duty event, then said employee will not be eligible for Jury Duty Pay.

### **B. Witness Duty**

Bargaining Unit members who are subpoenaed to appear as witnesses in judicial proceedings involving matters within the scope of their employment with ECRMC will be granted a leave of absence, with pay, until released by the Court and/or the Hospital legal representative. A paid leave of absence for Witness Duty will include all time during which the employee's attendance is required.

Members who are subpoenaed to appear as witnesses in other judicial proceedings not related to their ECRMC employment may use accrued Paid Time Off (PTO), or alternatively, may take unpaid time off for such purpose.

## **ARTICLE 26: PAID TIME OFF ("PTO")**

- A. ECRMC provides benefit eligible bargaining unit members an opportunity to take paid time off from work for vacation, personal and family needs, emergencies and illness. Regular and Provisional bargaining unit members are eligible to accrue and use Paid Time Off ("PTO").

PTO may be used for paid time off due to vacation, personal and family needs, holiday, incidental sick time, or personal business.

- B. An employee may accrue a maximum of three hundred sixty (360) hours of PTO. Part-time members accrue a pro-rated amount of PTO based on standard hours (FTE status). Temporary and Casual Per Diem members are not eligible to accrue paid time off.

All hours are "eligible hours" for members to accrue PTO except when the employee is on leave status. Members that are regularly scheduled for eighty (80) hours per pay period earn PTO on eligible hours up to eighty (80) per pay period. Members that are regularly scheduled for seventy-two (72) hours per pay period earn PTO on eligible hours up to seventy-two (72) per pay period.

**PTO Accrual Schedule**

FTE	Tier 1 1-36 Months	Tier 2 36-60 Months	Tier 3 60+ Months
.5	3.69	4.46	5.23
.6	4.428	5.352	6.276
.7	5.166	7.322	7.322
.75	5.535	6.69	7.845
.8	5.904	7.136	8.368
.9	7.38	8.92	10.46
1.0	7.38	8.92	10.46

Once an employee has accrued three hundred sixty (360) hours of PTO, no additional PTO will accrue until the employee uses his/her accrued PTO and reduces the balance below three hundred sixty (360) hours. Thereafter, PTO benefits will accrue on a prospective basis only until the employee again reaches the three hundred sixty (360) hour maximum.

C. PTO Approval: To request PTO, employees must submit for PTO via ECRMC's electronic timekeeping system for advance approval by the manager. Generally, scheduled PTO shall be requested two (2) weeks in advance but not less than twenty-four (24) hours in advance of the requested time off. Except in the case of illness or injury, PTO may be denied on business needs, department scheduling conflicts, or operational hardship. In the event that multiple employees turn in vacation requests at the same day in the same department, the vacation shall be granted by seniority. Except in the case of illness or injury, PTO may be denied based on business needs, department scheduling conflicts, or operational hardship.

D. PTO Usage:

1. Employees may use accrued PTO from their date of hire. PTO is to be used during absence from regularly-scheduled work due to vacation, holidays, personal and family needs and incidental illness and injury. Regular hours plus PTO and Extended Sick Leave (ESL) hours shall not exceed an employer's regularly scheduled hours in a pay period.

PTO hours cannot be used to maintain or fulfill required hours to maintain FTE status. This applies to all employees eligible for PTO. The only exception would be the use of PTO due to low census.

2. Use of PTO for Illness and Injury: PTO shall be used in accordance with ESL Usage language, as outlined in Article 32 (Sick Leave Accrual) for any illness or injury, including hospitalization, outpatient surgery, work related injury, or is disabled to due to pregnancy. If an employee does not have ESL hours available, the employee shall use PTO for any additional hours after completion of ESL provision of an illness or injury, provided PTO hours are available.

3. Physician's Certificate: After the employee has missed twenty-four (24) hours of work, Human Resources will request a physician's note excusing the employee's absence and release the employee to return to work. The employee must keep their managers informed of the need to miss work due to an illness for scheduling purposes.

- E. Change of Status When an employee changes from a benefit eligible to a non-benefit eligible status, he/she will be paid the balance of his/her accrued PTO (at their base rate) and will stop accruing PTO effective the date of transfer.
- F. Rate of Pay PTO shall be paid at the employee's base hourly rate.
- G. PTO Cash out/Withdrawal Provisions: PTO Cash Out; Employees may request PTO cash out of accrued PTO once per year during their hire month anniversary only, provided the balance indicated below is maintained:

Years of Service	Employee Classification	Minimum Balance after PTO Cash Out	Annual Maximum PTO Cash Out
1-5 years	Regular Full-Time Pay in Lieu Full-Time	80	80
1-5 years	Regular Part-Time Pay in Lieu Part-Time	40	40
6-10 years	Regular Full-Time Pay in Lieu Full-Time	80	120
6-10 years	Regular Part-Time Pay in Lieu Part-Time	40	60
11-15 years	Regular Full-Time Pay in Lieu Full-Time	80	160
11-15 years	Regular Part-Time Pay in Lieu Part-Time	40	80
16-20 years	Regular Full-Time Pay in Lieu Full-Time	80	180
16-20 years	Regular Part-Time Pay in Lieu Part-Time	40	100
21+ years	Regular Full-Time Pay in Lieu Full-Time	80	200
21+ years	Regular Part-Time Pay in Lieu Part-Time	40	120

1. The cash out election made is considered to be an irrevocable election and cannot be modified or rescinded once submitted. Annual PTO cash outs are treated as taxable income thus, all applicable state and federal taxes may be withheld.
2. The Hospital reserves the right to suspend the PTO cash out policy upon ninety (90) days' notice.
3. Termination of Employment: Upon termination of employment, employees shall be paid for all accrued PTO at their base hourly rate.
4. PTO Holidays: Employees are eligible for six (6) paid holidays per calendar year. Per Diem employees are not eligible for PTO holidays.

Employees will receive PTO for recognized holidays at their base rate for their regular daily hours. Employees on disability or any other leave of absence are not eligible for PTO holiday usage. A list of eligible holidays is set forth in Article 27.

5. Election to Refuse Holiday Pay: In the event that an employee does not wish to utilize their PTO hours on the hospital-recognized holiday, the employee will submit the request via the automated system.

Pay for Regular Hours in Pay Period with a Holiday During a pay period in which a hospital-recognized holiday occurs, the maximum number of regular hours paid will be:

8-hour Employee	80 regular hours
10-hour Employee	80 regular hours
12-hour Employee	72 regular hours

**ARTICLE 27 HOLIDAYS**

- A. To ensure adequate staffing is in place for patient care and provide incentive for employees to work shifts on major holidays, ECRMC provides Holiday Pay to non-exempt employees for time worked on designated major holidays (as detailed below):
1. Holiday Pay will be paid to non-exempt employees who work the actual designated major holiday during the period described below.
  2. Holiday Pay is provided to those non-exempt employees who work between 1900 hours (7:00 p.m.) on the eve of the holiday and 2400 (12 midnight) when the majority of their hours fall on the actual date of the following holidays.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. The Holiday Pay rate is one and one-half (1.5) the employee's base rate of pay. The Holiday Pay rate is paid for all hours worked in the designated period for the holiday.
- C. Under no circumstances is the overlapping or stacking of Holiday Pay or any other premium rate permitted.
- D. All non-exempt employees are eligible for Holiday Pay.
- E. The following holidays are considered minor holidays and are not designated for Holiday Pay:

Martin Luther King, Jr. Day	President's Day
Veteran's Day	Day after Thanksgiving
Christmas Eve	New Year's Eve

**ARTICLE 28: HEALTH BENEFITS**

A. Overview

ECRMC shall maintain the same coverage and deductibles for bargaining unit employees as it provides for its non-bargaining unit employees.

The employee percentage of premiums for the employee medical plans shall be the same for bargaining unit employees as it provides for its non-bargaining unit employees.

B. Life and Accidental Death Insurance

ECRMC pays the monthly premium for group life and accidental death and dismemberment insurance for full-time employees. Part-time regular employees normally scheduled to work forty (40) or more hours per two-week pay period (fifty percent (50%) or more) will be covered for this benefit on a pro-rated basis to reflect their regularly-scheduled work hours in relation to an eighty (80) hour pay period.

C. Disability Insurance

ECRMC makes available short-term and long-term disability insurance, which provides benefits to eligible full-time and part-time employees who become totally disabled as the result of a covered non-occupational sickness, accidental bodily injury, or pregnancy. Short term disability is a voluntary benefit paid one hundred percent (100%) by the employee. ECRMC pays one hundred percent (100%) of the cost for long term disability.

**ARTICLE 29: PENSION PLAN**

ECRMC shall provide a retirement plan to eligible employees as outlined in the ECRMC policies and as outlined in the El Centro Regional Medical Center Retirement Income Plan and the 401(a) Defined Contribution Plan.

**ARTICLE 30: EDUCATIONAL PROGRAMS**

A. Mandatory Classes/Meetings

If an employee is required by the Hospital to attend a particular educational or training program, session, in-service, class or other meeting, the employee shall be paid his/her base rate of pay and this time shall be counted as time worked. An employee shall receive pay for the actual hours of attendance. If an employee is required to take a class that is not offered by the Hospital, the Hospital shall pay for the class and the employee's time at the base hourly rate. If an employee chooses not to take a mandatory class offered by the Hospital or at Pioneers, the employee must pay for such class.

B. Required Certifications

1. Employees will ensure that they maintain certifications required by the home base unit.
2. Attendance by an employee at certification courses mandated by ECRMC as a condition of continued employment in employee's current certification, unit, or specialty shall count as time worked and be compensated accordingly. If an employee allows a certification to lapse and the employee is required to retake the certification course, ECRMC will only compensate the employee in an amount equal to the number of hours at the certification renewal class.

C. Education Reimbursement

Employees who work twenty (20) or more hours per workweek and who have completed their one (1) year provisional period may be reimbursed up to a maximum of two thousand five hundred dollars (\$2,500.00) in the fiscal year for tuition, books, lab fees, and certification fees for higher education and/or RN/LVN related courses. The employee must be working twenty (20) or more hours per week during the duration of the course(s) and at the time reimbursement is to be made. To be eligible for reimbursement, a member must successfully complete the course(s) with a grade of "B" or above.



D. Advanced Degree Completion Bonus

Any employee currently holding or upon obtaining their Bachelor's Degree, shall receive a one-time bonus of fifteen hundred dollars (\$1500).

Degree must be affiliated with current positions at ECRMC:

- Respiratory Care Practitioners
- Imaging Technicians

E. Certification Bonus

Respiratory Care Practitioners and Imaging Technologists employed by ECRMC who obtain certifications from the following certifications list shall receive \$1,500 at time of obtaining certification or at time of renewing certification:

1. Respiratory Division

- o AE-C (National Asthma Educator Certification Board)
- o RRT-NPS (National Board for Respiratory Care)
- o RRT-ACCS (National Board for Respiratory Care)
- o RRT-RPFT (National Board for Respiratory Care)
- o RRT-SDS (National Board for Respiratory Care)

2. Medical Imaging Division

- o Registered Diagnostic Cardiac Sonographer
- o Registered Vascular Technologist
- o Registered Musculoskeletal Sonographer
- o American Registry of Radiologic Technologist (Bone Densitometry, Breast Sonography, Cardiac Interventional Radiography, Computed Tomography, Magnetic Resonance Imaging, Mammography, Vascular Interventional Radiography, and Vascular Sonography).
- o Abdomen Sonography
- o Obstetric Sonography
- o Pediatric Sonography
- o Echocardiography (Adult or Pediatric or Fetal)

**ARTICLE 31: STAND-BY/CALL-BACK**

A. Procedure:

1. There is no minimum guaranteed standby hours.
2. The call back pay rate for employees on scheduled standby and who are called back into the hospital is the employee's base hourly wage rate; unless the employee has entered into an overtime situation (i.e. the hours exceed the employee's daily approved hours or they exceed forty (40) hours in a work week).
3. The minimum call back period is two (2) hours and extends to all time worked in excess of the two (2) hours when the employee is called back from standby. In cases where an employee is called back and actual work time is less than two (2) hours, the employee will be paid the two (2) hour minimum at the applicable rate.

4. Call back pay does not apply where an employee is asked during his/her normal work day to work beyond his/her normal shift or is scheduled to work overtime.
5. Employees called off during their regularly scheduled work day may be placed on authorized standby so that the staff member remains available to return to work.
6. To qualify for payment of call back the employee must be on authorized scheduled standby prior to being paid call back.
7. Standby is paid as a flat hourly rate of Four Dollars and Fifty Cents (\$4.50) an hour based on approved job codes.
8. All scheduled standby is considered uncontrolled and unrestricted unless otherwise designated. The employee is not restricted as to place or activity but must be able to be at their work location within thirty (30) minutes of being paged/called unless otherwise agreed based on location of primary residence. Discipline will be imposed on employees who fail to answer a call back request when on a standby schedule.
9. Uncontrolled or unrestricted standby means that the employee is not required to remain on the premises but merely required to provide a means of which they can be reached (i.e. pager, cell phone, home phone). Scheduled standby hours are not considered worked hours and do not constitute worked hours in determining overtime.
10. Each call back period within a scheduled standby period stands alone; each call back period must be separated by minimum of sixty (60) minutes. One call back or multiple call backs within the same scheduled standby period will be paid the two (2) hour minimum as long as there is a sixty (60) minute difference between the end of one call back period and beginning of a new call back period.
11. Under no circumstances is the overlapping, pyramiding, or stacking of standby, call back or call in permitted.
12. Call back and call in hours worked qualify for shift differentials.
13. Call Back and call in hours are considered hours worked and therefore must be included when determining overtime.

B. Call In/Call Back:

1. Call in is paid to employees who come into the hospital for emergency situations when not previously scheduled. Call in can only be authorized by the Department Manager.
2. The call-in pay rate is one and one-half (1.5) times the employees base hourly wage rate for all departments, with the exception of perioperative.

C. Surgical Stand-By:

*Perioperative/Surgical Division* – Due to the volatile schedules of the surgical area, the call back pay rate for employees in the Perioperative/Surgical Division on scheduled stand-by and who are called back into the hospital shall be two (2) times the employees base hourly wage rate. The premium rates shall be excluded when calculating the regular rate and credited towards overtime compensation due to the extent permitted by applicable law.

If at any time the employee scheduled for standby is not reachable or does not report to ECRMC within the aforementioned time, the employee will not be entitled to standby pay applicable for the day.

### ARTICLE 32: SICK LEAVE ACCRUAL

Extended sick leave (ESL) may be used for paid time off during extended illnesses, hospitalization, surgery, or injury.

#### A. ESL Accrual

Regular full-time and part-time employees are eligible for extended sick leave. Full-time regular employees accrue extended sick leave at the rate of 1.846 hours per pay period and can accrue up to a maximum of four hundred eighty hours (480) of ESL. Part-time regular employees will accrue paid sick leave, prorated to reflect their regularly scheduled work hours in relation to an eighty (80) or seventy-two hour pay period. Temporary and Per Diem employees are not eligible to accrue extended sick leave.

#### B. ESL Usage

seven (7)

eight (8)

The first consecutive ~~fifteen (15)~~ calendar days of an absence due to an illness or injury shall be paid from the employee's accrued PTO, with notice being issued from a United States licensed physician. ESL is used upon the ~~sixteenth (16<sup>th</sup>)~~ consecutive calendar day absence due to an illness, injury, surgery, hospitalization, work related injuries and pregnancy disability. If an illness recurs within three (3) calendar days of returning to work, ESL hours will continue to be used. Hours worked plus ESL and PTO hours cannot exceed an employee's regularly-scheduled hours, up to eighty (80) hours, in a pay period.

#### C. Physician's Certification

After the employee has missed twenty-four (24) hours of work, Human Resources will request a physician's note excusing the employee's absence and release the employee to return to work. The employee must keep their managers informed of the need to miss work due to an illness for scheduling purposes.

#### D. Change of Status

When an employee changes from a benefit eligible to a non-benefit eligible status, his/her ESL balance shall be reduced to zero and ESL shall no longer be accrued.

#### E. Rate of Pay

When used, ESL shall be paid at the employee's base hourly wage rate.

#### F. Termination of Employment

ESL hours are not vested and have no cash value upon termination, including retirement.

#### G. ESL and/or PTO Integration with Worker's Compensation and/or Disability

Accrued ESL and/or PTO may be used to supplement Worker's Compensation or disability payments in order to receive full salary. Integration of ESL with disability insurance may occur when the employee has a partial or full disability. Accrued ESL will be used first, unless otherwise requested by the employee.

ARTICLE 33: VIDEO/TRACKING/GUIDANCE

The Union recognizes the legitimate business purpose of Tracking, guidance, video and other technology equipment for use in hospital and its properties. The Union and ECRMC understand that this equipment is for the safety and surveillance of its property, staff and visitors. ECRMC agrees that the use and review of this video and its equipment for monitoring or tracking purposes will be used upon receiving approval by the Human Resources Department or Authorized Administration Officers.

ARTICLE 34: TERMINATION

This MOU shall be effective upon adoption and shall remain in full force and effect until *June 30, 2022*.

The MOU shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred twenty (120) calendar days prior to the expiration date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the expiration date, unless otherwise mutually agreed by the parties.

El Centro Regional Medical Center

By: *Amanda L. Bonke*

Title: *Board Pres.*

Date: *9/3/20*

By: *[Signature]*

Title: *CEO*

Date: *9/3/20*

By: *[Signature]*

Title: *CHRO*

Date: *9-3-2020*

Teamsters Local Union 542

By: *[Signature]*

Title: *Business Representative*

Date: *9/3/2020*

By: *[Signature]*

Title: *OR Tech committee*

Date: *9/3/2020*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **APPENDIX A: SIDE LETTER OF AGREEMENT**

Union and ECRMC agree to maintain current established wage rate scale for years of experience (Appendix A) for the life of the agreement. If ECRMC requests to change established scale, ECRMC agrees to adjust all affected employees accordingly.

### **APPENDIX B: UNIFORM ALLOWANCE**

El Centro Regional Medical Center bargaining unit members are required to wear approved uniforms. Employees performing clinical (patient care-related) duties will wear uniforms consistent with community standards. Uniform types and colors will be determined by ECRMC. Approved uniform types are as follows:

- Scrub-type tops and pants (usually worn by Nurses, Central Supply Technicians, Nursing Assistants, etc.)
- Polo Shirts (Plain or with ECRMC Logo)

Supervisors/HR Staff will ensure employees are aware of the prescribed uniform. Staff who are not in proper uniforms will be informed of the uniform requirements.

ECRMC agrees to purchase, for all bargaining unit members, in initial three (3) sets of uniforms per fiscal year. Uniform allowance will be up to two hundred dollars (\$200.00) per year, starting from the first day of the month of his/her employment through the end of the fiscal year.

Hospital will have the option to provide three sets of uniform scrubs annually or reimburse the members upon receiving receipt of purchase, turned in to the Human Resources department.

For departments where uniforms are provided to the employees, due to hospital department requirements, ECRMC will continue to provide such uniforms, without incurring reimbursement allowance as provided for in this article.

Position	GRD #	MIN							MID			MAX					
		<1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15+
Patient Service Associate	10	\$12.00	\$12.36	\$12.79	\$13.22	\$13.65	\$14.08	\$14.51	\$14.94	\$15.37	\$15.80	\$16.23	\$16.66	\$17.09	\$17.52	\$17.95	\$18.38
Patient Transport Tech	10	\$12.00	\$12.36	\$12.79	\$13.22	\$13.65	\$14.08	\$14.51	\$14.94	\$15.37	\$15.80	\$16.23	\$16.66	\$17.09	\$17.52	\$17.95	\$18.38
Certified Nurse Assistant	11	\$12.63	\$13.09	\$13.55	\$14.01	\$14.47	\$14.93	\$15.39	\$15.85	\$16.31	\$16.77	\$17.23	\$17.69	\$18.15	\$18.61	\$19.07	\$19.53
Medical Assistant	11	\$12.63	\$13.09	\$13.55	\$14.01	\$14.47	\$14.93	\$15.39	\$15.85	\$16.31	\$16.77	\$17.23	\$17.69	\$18.15	\$18.61	\$19.07	\$19.53
Sterile Processing Tech	11	\$12.63	\$13.09	\$13.55	\$14.01	\$14.47	\$14.93	\$15.39	\$15.85	\$16.31	\$16.77	\$17.23	\$17.69	\$18.15	\$18.61	\$19.07	\$19.53
Emergency Room Tech	12	\$13.39	\$13.89	\$14.39	\$14.89	\$15.39	\$15.89	\$16.39	\$16.89	\$17.39	\$17.89	\$18.39	\$18.89	\$19.39	\$19.89	\$20.39	\$20.89
OB Assist	12	\$13.39	\$13.89	\$14.39	\$14.89	\$15.39	\$15.89	\$16.39	\$16.89	\$17.39	\$17.89	\$18.39	\$18.89	\$19.39	\$19.89	\$20.39	\$20.89
Patient Care Tech	12	\$13.39	\$13.89	\$14.39	\$14.89	\$15.39	\$15.89	\$16.39	\$16.89	\$17.39	\$17.89	\$18.39	\$18.89	\$19.39	\$19.89	\$20.39	\$20.89
Telemetry Tech	12	\$13.39	\$13.89	\$14.39	\$14.89	\$15.39	\$15.89	\$16.39	\$16.89	\$17.39	\$17.89	\$18.39	\$18.89	\$19.39	\$19.89	\$20.39	\$20.89
Sterile Processing Tech (Certified)	13	\$14.22	\$14.76	\$15.30	\$15.84	\$16.38	\$16.92	\$17.46	\$18.00	\$18.54	\$19.08	\$19.62	\$20.16	\$20.70	\$21.24	\$21.78	\$22.32
Cardiology Tech	14	\$15.13	\$15.72	\$16.31	\$16.90	\$17.49	\$18.08	\$18.67	\$19.26	\$19.85	\$20.44	\$21.03	\$21.62	\$22.21	\$22.80	\$23.39	\$23.98
Surgical Tech I	15	\$16.42	\$17.07	\$17.72	\$18.37	\$19.02	\$19.67	\$20.32	\$20.97	\$21.62	\$22.27	\$22.92	\$23.57	\$24.22	\$24.87	\$25.52	\$26.17
Surgical Tech II	18	\$20.24	\$21.09	\$21.94	\$22.79	\$23.64	\$24.49	\$25.34	\$26.19	\$27.04	\$27.89	\$28.74	\$29.59	\$30.44	\$31.29	\$32.14	\$32.99
Surgical Tech III	19	\$21.81	\$22.75	\$23.69	\$24.63	\$25.57	\$26.51	\$27.45	\$28.39	\$29.33	\$30.27	\$31.21	\$32.15	\$33.09	\$34.03	\$34.97	\$35.91
Radiology Tech I	20	\$23.58	\$24.61	\$25.64	\$26.67	\$27.70	\$28.73	\$29.76	\$30.79	\$31.82	\$32.85	\$33.88	\$34.91	\$35.94	\$36.97	\$38.00	\$39.03
Respiratory Care Tech	21	\$25.56	\$26.68	\$27.80	\$28.92	\$30.04	\$31.16	\$32.28	\$33.40	\$34.52	\$35.64	\$36.76	\$37.88	\$39.00	\$40.12	\$41.24	\$42.36
Radiology Tech II	22	\$27.78	\$28.99	\$30.20	\$31.41	\$32.62	\$33.83	\$35.04	\$36.25	\$37.46	\$38.67	\$39.88	\$41.09	\$42.30	\$43.51	\$44.72	\$45.93
Ultrasound Tech	22	\$27.78	\$28.99	\$30.20	\$31.41	\$32.62	\$33.83	\$35.04	\$36.25	\$37.46	\$38.67	\$39.88	\$41.09	\$42.30	\$43.51	\$44.72	\$45.93
Echo Tech	23	\$30.28	\$31.59	\$32.90	\$34.21	\$35.52	\$36.83	\$38.14	\$39.45	\$40.76	\$42.07	\$43.38	\$44.69	\$46.00	\$47.31	\$48.62	\$49.93
MRI Tech	23	\$30.28	\$31.59	\$32.90	\$34.21	\$35.52	\$36.83	\$38.14	\$39.45	\$40.76	\$42.07	\$43.38	\$44.69	\$46.00	\$47.31	\$48.62	\$49.93
Nuclear Med Tech	23	\$30.28	\$31.59	\$32.90	\$34.21	\$35.52	\$36.83	\$38.14	\$39.45	\$40.76	\$42.07	\$43.38	\$44.69	\$46.00	\$47.31	\$48.62	\$49.93

Notes:

RESOLUTION NO. ECRMC 22-10  
RESOLUTION OF THE BOARD OF TRUSTEES OF EL CENTRO  
REGIONAL MEDICAL CENTER APPROVING THE  
MEMORANDUM OF UNDERSTANDING FOR ECRMC  
TECHNICAL GROUP BETWEEN EL CENTRO REGIONAL  
MEDICAL CENTER AND TEAMSTERS LOCAL UNION 542

WHEREAS, it is in the best interest of El Centro Regional Medical Center to approve the Memorandum of Understanding for the Technical Group negotiated between El Centro Regional Medical Center and Teamsters Local Union 542.

THEREFORE, THE BOARD OF TRUSTEES OF EL CENTRO REGIONAL MEDICAL CENTER DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true and correct and adopted hereby.
2. That the Board authorized the approval of the Memorandum of Understanding between El Centro Regional Medical Center and Teamsters Local Union 542 dated January 1, 2023 through December 31, 2025.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of El Centro Regional Medical Center held on the 13<sup>th</sup> day of December 2022.

EL CENTRO REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
Pending, President

ATTEST:

By: \_\_\_\_\_  
Pending, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF IMPERIAL   ) ss  
CITY OF EL CENTRO     )



I, Belen Gonzalez, Board Executive Secretary of El Centro Regional Medical Center, El Centro, California, do hereby certify that the foregoing Resolution No. ECRMC 22-10 was duly and regularly adopted at a regular meeting of the El Centro Regional Medical Center, held on the 13<sup>th</sup> day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By: \_\_\_\_\_  
Belen Gonzalez, Board Executive Secretary



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Luis Castro, Chief Operating Officer  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Approval of Labor Union Contract for the Hospital’s RN/LVN Group

**BUDGET IMPACT:** \_\_ Does not Apply  
 A. Does the action impact/affect financial resources? X Yes \_\_\_ No  
 B. If yes, what is the impact amount: **\$148,824.00**

**BACKGROUND:** Memorandum of Understanding (“MOU”) for the RN/LVN Group by and between El Centro Regional Medical Center and Teamsters Union Local 542 expired on October 26, 2021. Both parties agreed to continue MOU on a month-to-month basis due to COVID-19 pandemic until negotiations could be scheduled and a successor contract be negotiated. Both parties initiated negotiations in February 2022. The MOU was negotiated by representatives of Teamsters Union Local 542 and by representatives of ECRMC including legal representation (when needed).

El Centro Regional Medical Center’s Board of Trustees approved a wage increase to all full time and part time RN/LVN employees based on years of experience and educational component to take effect July 31, 2022.

In December 2022, a tentative agreement was reached and will be presented to the membership for approval. The tentative agreement affords per diem (PRN) classified RN/LVN employees to receive the same increase retro to July 31, 2022 as the full time and part time classified employees originally received.

**DISCUSSION:** Summary of RN/LVN Group financial impact being presented to Board of Trustees for review and approval.

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Summary of RN/LVN Group (Financial Impact Overview)
- Draft Memorandum of Understanding (*Subject to Ratification*)

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_





**SUMMARY OF RN/LVN GROUP INCREASES**

	<u>BASE</u>	<u>INCREASE</u>	<u>IMPACT</u>	<u>NEW BASE</u>
<b>YEAR 1</b>	\$18,152,091.36	\$18,300,915.36	\$148,824.00	\$18,300,915.36
<b>YEAR 2 (3.5%)</b>	\$18,300,915.36	\$18,941,447.40	\$640,532.04	\$18,941,447.40
<b>YEAR 3 (3.5%)</b>	\$18,941,447.40	\$19,604,398.06	\$662,950.66	\$19,604,398.06

<b>Article #</b>	<b>Section</b>	<b>ECRMC RESPONSE/PROPOSAL</b>
Article 25	Compensation	<ul style="list-style-type: none"> <li><b>Year 1 (July 31, 2022):</b> Wage adjustment to years of experience based on ECRMC wage scale</li> <li><b>Year 2 (January 2024):</b> 3.5% increase</li> <li><b>Year 3 (January 2025):</b> 3.5% increase</li> </ul>

<b>Benchmarked Position Title</b>	<b>Job Code</b>	<b>0</b>	<b>1-3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	<b>13-15</b>	<b>15+</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Registered Nurse	200000	\$36.00	\$37.80	\$39.69	\$41.67	\$43.75	\$45.93	\$48.22
Registered Nurse II	200001	\$39.00	\$40.95	\$43.00	\$45.15	\$47.41	\$49.78	\$52.26
Registered Nurse III	200002	\$42.00	\$44.10	\$46.30	\$48.61	\$51.04	\$53.59	\$57.00

<b>Benchmarked Position Title</b>	<b>Job Code</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Licensed Vocational Nurse (IV Therapy)	New Range	\$25.00	\$26.25	\$28.50	\$30.75	\$33.00	\$35.25	\$37.50

*El Centro Regional Medical Center (“ECRMC”) reserves the right to add to, delete from, change and/or modify any of these proposals and/or amendment at any time.*

[LC1]

# **DRAFT – SUBJECT TO** **RATIFICATION**

## **MEMORANDUM OF UNDERSTANDING**

**By and Between**  
**El Centro Regional Medical Center**  
**And**  
**Teamsters Local 542**

**July 31, 2022 thru July 30, 2025**

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DRAFT

## ARTICLE 1: PREAMBLE

- A. This Memorandum of Understanding (“MOU”) is entered into by and between El Centro Regional Medical Center (“ECRMC”) and Teamsters Local Union 542, affiliated with the International Brotherhood of Teamsters (the “Union”) (individually, “Party”; collectively “Parties”).
- B. It is the intent of the Parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by ECRMC and the Union in order to promote harmonious relations.
- C. The Union has been formally acknowledged as the exclusively recognized employee organization pursuant to the Meyers-Milias Brown Act for the purpose of representing full-time, part-time, and per diem employees occupying the job classifications of Registered Nurse (“RN”) and Licensed Vocational Nurse (“LVN”).
- D. The unit necessarily excludes, among others, the following job classifications/positions: confidential employees (to include but not limited to administrative RN specialists, nursing data analysts, and utilization review RNs), management employees, supervisory employees, office clerical employees (to include but not limited to those in human resources), case managers, mid-level providers, customer relations coordinators, quality coordinators, infection control professionals, residency coordinators, residency coordinator-pediatrics, RNs employed at transitional rehabilitation services, and all other professional employees (to include but not limited to executives, senior vice president, vice president, clinical director, administrative director, clinical operations manager, human resources, clinical operations supervisor, assistant unit manager, executive director, house supervisor, program director, shift manager, supervisor, attorneys, physicians, accountants, x-ray technicians, lab technicians, pharmacists, engineers, architects, teachers and various types of physical, chemical, and biological scientists).
- E. ECRMC recognizes the Union as the exclusive bargaining representative for meeting and conferring in good faith pursuant to California Government Code (“Gov’t Code”) §§ 3500, *et seq.* and El Centro Medical Center Resolution No. 11-17 regarding matters that directly affect and primarily involve wages, hours, and other terms and conditions of employment as set forth herein.
- F. The scope of representation of the Union shall be those as set forth in Gov’t Code § 3504.
- G. It is agreed that this MOU is of no force and effect until ratified and approved by the membership of the Union and by Resolution duly adopted by ECRMC’s Board of Trustees (the “Board”).
- H. All references in this MOU designate both sexes, and wherever either gender is used, it shall be construed to include male and female RNs/LVNs.

## **ARTICLE 2: MAINTENANCE OF MEMBERSHIP**

### A. Obligation to Remain Dues Paying Member:

Any employee who is a dues paying member of Teamsters Local Union No. 542 in good standing upon the effective date of this Memorandum of Understanding and any employee who thereafter becomes a dues paying member, shall remain a dues paying member of Teamsters Local Union No. 542, except as provided for below:

1. If a dues paying member of Teamsters Local Union No. 542 does not terminate his/her payment of dues, said member shall continue as a dues paying member for the term of this Memorandum of Understanding.

### B. Termination of Membership – First Time:

Within twenty (20) working days immediately following the effective date of this Memorandum of Understanding, any employee who is a dues paying member of Teamsters Local Union No. 542 shall have the right to terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to the Teamsters Local Union No. 542. Furthermore, Teamsters Local Union No. 542 shall serve notice to all affected employees of their right to terminate their payment of dues under this section within ten (10) working days immediately following the effective date of this Memorandum of Understanding.

### C. Termination of Membership – On-Going:

Within ten (10) working days immediately following the termination date of this Memorandum of Understanding or within ten (10) working days immediately following yearly anniversary date of any year of this Memorandum of Understanding, dues paying member of Teamsters Local Union No. 542 may terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to Teamsters Local Union No. 542. Teamsters Local Union No. 542 shall post notices in all Union represented buildings, as determined by this MOU, ten (10) working days prior to the termination of date of this MOU or ten (10) working days prior to the yearly anniversary date of any year, of the right of each dues paying member of Teamsters Local Union No. 542 to terminate his/her payment of dues under this section.

### D. Authorization to Deduct Dues:

During the term of this Memorandum of Understanding, El Centro Regional Medical Center shall deduct from the first monthly paycheck of each member of Teamsters Local Union No. 542 covered under this Memorandum of Understanding, who has signed an appropriate authorization of dues deduction form, as outlined by Teamsters Local Union No. 542, in accordance with Teamsters Local Union No. 542 by-laws and constitution. Teamsters Local Union No. 542 shall notify, in writing, El Centro Regional Medical Center of the dues amount to be deducted, as outlined by California State Bill 285. Teamsters



Local Union No. 542 shall also give written notice to El Centro Regional Medical Center of any change in dues amount at least thirty (30) days prior to the effective date of said change. All amounts deducted by El Centro Regional Medical Center under this article shall be remitted to Teamsters Local Union No. 542. El Centro Regional Medical Center shall also furnish to Teamsters Local Union No. 542 a list showing the name of each employee whose dues are included in the remittance and amount thereof.

E. Union Indemnification:

The Union shall indemnify, defend and hold harmless ECRMC (and the City of El Centro) and its Board Member Officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by ECRMC regarding this article. If an improper deduction is made, the Union shall promptly refund any such amount directly to member.

**ARTICLE 3: RN/LVN SHOP STEWARDS**

A. The Union may appoint a total of ten (10) RNs and/or LVNs to serve as Shop Stewards. The Union shall notify ECRMC in writing, pursuant to notice provisions of this MOU, of the names of each Shop Steward and the specific authority of the Shop Steward to act on behalf of the Union. The function of the Shop Steward's will be to handle grievances and to ascertain that the terms and conditions of this MOU are observed. A Shop Steward shall not conduct union business during working time. A Shop Steward shall not, in conducting union business, interfere with the working time of any other employee.

1. In the event ECRMC schedules a meeting at which a Shop Steward's presence is required, the Shop Steward shall not lose pay as the result of attending such meeting.
2. There shall be no more than two Shop Stewards (or one Shop Steward and one Union Business Agent) in attendance at any grievance, representational, or investigatory meeting, unless otherwise agreed to by ECRMC in advance of the meeting.
3. Grievance and representational meetings shall not be conducted during working time, unless scheduled by ECRMC. The Grievant and one Shop Steward shall be paid at their straight-time hourly base rate of pay for attending such meetings. This time shall not be considered as hours worked for overtime purposes.

**ARTICLE 4: UNION VISITATION**

A. Duly authorized staff representatives of the Union (Business Agent) shall have access, upon prior notification and approval from the Employee Relations Officer (or his/her

designee), to ECRMC's facilities for purposes related to the administration of this MOU and internal Union business. Such approval shall not be unreasonably withheld. The Business Agent shall present at the Human Resources Department for each site visit to obtain a visitor identification badge (which shall be returned at the conclusion of each site visit). If the site visit falls outside ECRMC's normal business hours, the visitor identification badge shall be obtained from (or returned to) the House Supervisor (or other ECRMC designee). Such Business Agent shall not interfere with the work of employees or the confidentiality of patients, and shall comply with security regulations applicable to visitors of ECRMC. Solicitation and distribution shall be in accordance with Resolution No. ECRMC 11-17, Section 18. Campaigning for union office shall be in accordance with Resolution No. ECRMC 11-17, Section 18 (the bulletin board discussed in Article 24 shall not be used for campaigning). Campaigning for public office is prohibited. Business Agents shall not conduct Union business in any patient care areas of ECRMC. If the Business Agent wishes to meet an employee such meeting shall be held before or after the shift or on non-work time such as the meal period.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **A. Overview**

1. Any RN/LVN (or group of RNs/LVNs) has the right to file a grievance with freedom from fear, intimidation or coercion from any Party.
2. Any RN/LVN may be represented by a Shop Steward or Business Agent of the Union at all steps of the grievance procedure.
3. Grievances may be initiated by the RN/LVN, group of RNs/LVNs, or the Union on behalf of the RN/LVN or RNs/LVNs, or on behalf of the Union. Each party shall bear its own costs associated with any grievance or appeal.
4. An RN's/LVN's first contact regarding job and working conditions is with the immediate Director/Clinical Manager, and the Parties shall attempt to resolve grievances by oral discussion at this level.
5. The immediate Director/Clinical Manager is responsible for informing the RN/LVN about the job requirements, and personnel policies.

### **B. Definitions:**

1. **Grievance.** A claim, charge or dispute involving the following:
  - a. The interpretation or application of any ECRMC rules and/or regulations affecting any employee's wages, hours or working conditions.
  - b. The interpretation or application of the provisions of this MOU.

- c. The propriety of any written warning or reprimand provided by a supervisor to an RN/LVN covered by this MOU.
  - d. The administration of any disciplinary action imposed upon an employee covered by this MOU.
2. Investigatory Administrative Leave. In collaboration with the Director and the Assistant Administrator, Human Resources may place an RN/LVN on administrative leave with pay in order to review or investigate allegations of misconduct which, in ECRMC's sole discretion, requires removing the RN/LVN from the premises.
  3. RN/LVN performance evaluations are an "excluded matter" which is not grievable under these procedures. However, discipline that is the direct result of a performance evaluation may be grieved and, in such circumstances, modification of the evaluation may be sought as a remedy.

C. Informal Procedure:

The RN/LVN or RNs/LVNs who have a complaint shall first discuss the complaint with their Clinical Manager no later than five (5) business days after the occurrence of the incident causing the complaint. If a resolution is reached, the resolution will be reduced to writing by the Director/Clinical Manager within five (5) business days, with a copy to the RN/LVN.

If the Director/Clinical Manager fails to reply within five (5) business days, or the RN/LVN is not satisfied with the decision, the RN/LVN may utilize the Formal Grievance Procedure.

D. Waiver of Skelly Rights:

The Union as the exclusive bargaining representative, on behalf of the represented RNs and LVNs, expressly waives and relinquishes any and all pre-discipline due process rights arising under Skelly v. State Pers. Bd., 15 Cal.3d 194, 215 (Cal. 1975) (to the extent that such rights may exist).

E. Waiver of Post-Discipline Rights:

Except as set forth herein in the Arbitration section of this MOU, the Union as the exclusive bargaining representative, on behalf of the represented RNs/LVNs, expressly waives and relinquishes any and all post-discipline due process rights (to the extent that such rights may exist).

F. Formal Grievance Procedure:

If the matter is not resolved by the Informal Procedure, a grievance shall be handled in accordance with the procedures set forth below. A grievant shall be entitled to a Shop Steward at any meeting under this grievance procedure. All written responses by ECRMC shall be addressed to the Union with copies to the grievant and to the designated RN/LVN Representative.

If the RN/LVN is unable to resolve the grievance informally with his or her immediate supervisor, he or she shall reduce his or her grievance to writing to include the following:

1. The specific rule, provision, or regulation violated, misinterpreted, or misapplied;
2. Specific act or omission which gave rise to the alleged violation, misinterpretation, misapplication;
3. The date or dates on which the violation, misinterpretation or misapplication allegedly occurred;
4. The action taken as a result of the Informal Procedure;
5. The desired solution or remedy;
6. Signature of the grievant and;
7. The name of the organization or individual, if any, representing the grievant, followed by the signature of said organization or individual.

The following steps are to be used to resolve the formal grievance:

Step 1: The RN/LVN or Union initiates the grievance procedure by submitting the written grievance, containing the information detailed above, to the Employee Relations Officer (or designee), within seven (7) business days of the date upon which the RN/LVN or Union (whomever is filing the grievance) first became aware, or reasonably should have first become aware, of the events or circumstances which gave rise to the grievance.

A meeting will be arranged by the Employee Relations Officer between the grievant and the grievant's Director/Clinical Manager to resolve the grievance and shall take place within fifteen (15) business days after the filing of the grievance. The Director/Clinical Manager or supervisor will respond in writing within ten (10) business days of the meeting.

Step 2: If the grievance has not been resolved, the grievance may be moved to Step 2 by submitting a written statement to the Employee Relations officer, for transmission to the Chief Nursing Officer (or designee) within ten (10) business days after receipt of the Step 1 response.

A meeting shall be held between the Union and the Chief Nursing Officer or his/her designee to resolve the grievance with fifteen (15) business days following receipt of the written statement. The Chief Nursing Officer or his/her designee will respond in writing within ten (10) business days after the meeting.

One or more of the above grievance steps may be waived by written agreement of the parties.

G. Time Limits:

1. The time limits of each step may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be confirmed in writing.
2. If any grievance is not submitted or appealed within the stated limits or extensions of any of the above steps, the grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.

3. If the appropriate authority fails to furnish a written answer within the required time limits or extensions of any of the above steps, the Union may proceed to the next appropriate step, or if Step 2, arbitration.

#### **ARTICLE 6: ARBITRATION**

- A. A grievance, as defined in this MOU, which remains unresolved following Step 2 of the Grievance Procedure may be submitted to arbitration by the Union giving written notice to the Employee Relations Officer (or designee) within ten (10) business days after the Step 2 answer is issued. If no such written notice is given, the grievance shall be considered resolved on the basis of the Step 2 answer.
- B. ECRMC and the Union may mutually agree to an Arbitrator. If an Arbitrator cannot be mutually agreed upon within ten (10) business days after the written notice, then the parties shall jointly request a list of five (5) Arbitrators from the California Mediation and Conciliation Service. Upon receipt of the list, the parties shall meet promptly for the purpose of selecting the Arbitrator. The strike off method shall be used to select the Arbitrator. The Party who strikes the first name shall be determined by a coin flip (or other means as agreed by the Parties).
- C. The fees and expenses of the arbitration shall be borne equally by the Parties. Each Party shall bear the expense of the presentation of its own case.
- D. The Arbitrator's authority will be limited to interpreting the provisions of this MOU and the Arbitrator has no authority to add to, subtract from, or change the MOU in any way. The Arbitrator's decision will be final and binding upon all parties concerned.

#### **ARTICLE 7: NO STRIKE – NO LOCKOUT**

- A. ECRMC and the Union acknowledge that ECRMC differs in its operations from other non-healthcare industries because of the type of service it renders to the community and for humanitarian reasons. The Union and the employees covered by this MOU recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted or discontinued, and that to do so would endanger the health, safety and welfare of the community. Therefore, during the term of this MOU the parties agree to the conditions set forth below.
- B. Neither the Union nor the employees covered by this MOU (RNs/LVNs) shall threaten to or participate in any strike, walkout, slowdown, sickout, sympathy strike, other work stoppage, or any other interference with the work and statutory functions of ECRMC (collectively referred to as "work stoppage") during the life of this MOU. In the event of any strike, walkout, slowdown, sickout, sympathy strike, other work stoppage, or any other interference with the work and statutory functions of ECRMC or threat thereof, the Union and its officers will do everything within their power to end or avert the same.

- C. ECRMC, for its part, agrees that there shall be no lockout of RNs/LVNs during the term of this Agreement.
- D. Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of this section, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently the following course of action: Submit such claim directly to an appropriate State Court and such claim may be submitted without regard to the arbitration provisions set forth herein. Each party hereby waives its right to remove any such action instituted to a Federal Court.
- E. The Union agrees and employees recognize that any such actions by them shall be in violation of this MOU, except as expressly otherwise provided by legally preemptive State or local law. In the event employees engage in such actions, employees shall be subjected to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law, and employee organizations shall forfeit their rights accorded them under this MOU, except as expressly otherwise provided by legally preemptive State or local law, during the term of any strike, walkout, slowdown, sickout, sympathy strike, other work stoppage, or any other interference with the work and statutory functions of the Hospital.
- F. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this section, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.
- G. Neither the Union nor its agents shall purchase billboard, bench, newspaper, TV, radio, magazine or other advertisements disparaging ECRMC or its employees or management or services during the life of this MOU.
- H. Neither ECRMC nor its agents shall purchase billboards, bench, newspaper, TV, radio, magazine or other advertisements disparaging the Union or its services or employees or management during the life of this Agreement.
- I. The Union will not place or cause anyone to place ECRMC or ECRMC's products or services on any "We Do Not Patronize" or "Unfair" lists during the life of this Agreement.

#### **ARTICLE 8: MANAGEMENT RIGHTS**

- A. Subject to the provisions contained in this MOU and the laws and regulations governing the health care industry, patient care, nursing practice and other health care providers, ECRMC has the right to operate its business which includes the right to determine, change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any of the following:
1. The number, location, or types of programs, services, units, facilities and organizations.
  2. The medical and patient care standards, methods and procedures.

3. The price of all products and services, the price of all purchases, and the corporate and financial structure of the facilities.
4. The subcontracting of facility construction and maintenance or work not performed by present or future bargaining unit employees covered by this Agreement.
5. The equipment and machinery.
6. The promotion and demotion of all supervisors or any employee to a supervisory position at the facilities, provided that the creation of new supervisory positions or assignments shall not displace bargaining unit employees or their work, except as has been agreed to by the union.
7. The number and type of employees, including the number and type of employees assigned to any particular unit or shift.
8. Reasonable standards of performance and whether any employee meets such standards, subject to just cause standards.
9. The need for and the fair administration of physical examinations, including drug screening, or background information or criminal record checks as they pertain to new, initial probationary, or inter-facility transfer employees.
10. The direction and supervision of all employees.
11. The adoption of reasonable rules and regulations for all employees.
12. The hiring of employees.
13. The utilization of registry and traveling RNs/LVNs.
14. The security of the employees, premises, facilities, and the property of ECRMC.
15. The utilization of ECRMC's premises, equipment, and facilities.
16. Maintain the current practice with respect to administering drug test(s) to employees.
17. The selection and retention or discontinuance of all catering and vending machine suppliers and other catering services and the price of their products and services.
18. The job classifications and the content and qualifications thereof.
19. The right to promote, reclassify, determine on-call and transfer, to maintain discipline and efficiency; to assign work assignments.
20. Determine additions or deletions to unit specific skill rosters, and the content of job descriptions.

21. Assign temporary relief by seniority on a rotational basis from unit assignments to other units or shifts when all other reasonable options have been exhausted.
  22. Define the starting and ending times of shifts.
- B. During the term of this Agreement, the Union and ECRMC agree upon request, to bargain in good faith about the following:
1. Subcontracting of the work currently performed by RNs/LVNs covered by this MOU.
  2. The utilization of employees not covered by this agreement to do work, which is currently done by RNs/LVNs covered by this MOU.
  3. Any management right not expressly provided for in this Agreement.
- C. If no agreement is reached and the parties are at an impasse as to any of the above three issues, ECRMC may implement the proposed action pursuant to Board approval and applicable law.

## **ARTICLE 9: DISCHARGE & DISCIPLINE**

### A. Disciplinary Actions:

1. Disciplinary action should be applied when other, less informal methods to correct the shortfalls have failed to produce the required or expected results. Unacceptable job performance or conduct may lead to the imposition of counseling or disciplinary action, including suspension or termination of employment.
2. Generally, the sequence for the progressive discipline policy is as follows:
  - a. Verbal Counseling. A verbal counseling consists of a private discussion between an RN/LVN and his/her Director or designee concerning performance problems or minor instances of misconduct and may be initiated at any time. During this discussion, the Director or designee will review with the employee both the specific deficiencies in question and ECRMC's standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee will be advised of the action that will be taken should he/she fail to achieve the improvement discussed. The substance of this discussion may be documented. A verbal counseling does not constitute a punitive action against the employee.
  - b. Written Warning. A written warning generally is appropriate to correct instances of more serious misconduct which do not warrant suspension, demotion or termination, repeated instances of minor misconduct or identified performance problems which do not respond to verbal counseling's. The purpose of a written warning is to put the RN/LVN on notice that ECRMC will suspend, demote, or terminate, or take other disciplinary action against him/her



unless immediate, real and consistent improvement in performance is demonstrated. The written warning will be recorded on a written form. The form will be given to the RN/LVN and he/she will be requested to sign the form to signify receipt of the written warning. If the RN/LVN refuses to sign the written warning form, such refusal will be indicated on the form.

Written warnings must be issued within ten (10) business days after the discovery of the violation by ECRMC in order to be considered valid. ECRMC shall be provided a ten (10) business day extension upon written request to the Union. Written warnings shall be specific, not general, in nature as to the alleged violation (*e.g.*, time, date, place and nature of violation).

- c. Suspension. Suspension is the temporary removal of an RN/LVN from his/her duties. Suspension is appropriate in cases involving serious misconduct or chronic behavioral or performance problems.
  - d. Termination. For-cause discharge from employment.
3. ECRMC reserves the right to deviate from a formal progressive system of counseling and/or discipline whenever it determines that circumstances warrant such a variation unless otherwise provided herein.
- B. Prior to termination, ECRMC reserves the right to demote an RN/LVN or place the RN/LVN on a Performance Improvement Plan (as defined by ECRMC policy).
  - C. The right to maintain discipline is vested exclusively with ECRMC. An RN/LVN may only be disciplined for just cause.
  - D. An RN/LVN, upon his/her request, is entitled to have a Shop Steward present during an investigatory interview where the RN/LVN reasonably believes that such interview will result in disciplinary action.
  - E. RNs/LVNs in a provisional status who receive disciplinary actions during the first twelve (12) months of employment (*e.g.*, verbal counseling, written warning, demotion, suspension and/or separation from employment) have no right to appeal these decisions or avail themselves of the grievance and arbitration procedure. Provisional employees can be separated from employment for failure to complete probation. Separation may be any lawful reason, or no reason at all. Provisional employees are “at-will.”
  - F. Discipline for Conduct, Absences, and Tardiness shall not be combined.

#### **ARTICLE 10: PATIENT STAFFING SYSTEM**

- A. ECRMC shall have a staffing system based on assessment of patient needs in conformance with the requirements of the Joint Commission on the Accreditations of Healthcare Organizations (Joint Commission) and Title XXII of the California Code of Regulations (“Title

XXII”). Nothing in this Article is intended to conflict with or impose greater obligations than exist under the provisions of Title XXII relating to Patient Classification systems.

- B. The patient classification system used by ECRMC for determining nursing care needs of individual patients shall:
  - 1. reflect the assessment of patient requirements made by the RN/LVN, and
  - 2. provide for shift-by-shift staffing based on those requirements
- C. The system shall include, but not be limited to, the following elements:
  - 1. individual patient care requirements, including the nursing process;
  - 2. the patient care delivery system;
  - 3. generally accepted standards of nursing practice; and
  - 4. the unique nature of the Employer’s patient populations
- D. ECRMC shall have a Patient Classification System Committee convened by the Chief Nursing Officer, and in accordance with ECRMC’s Patient Classification System Policy, whose composition shall include one (1) member from each Unit Based Professional Practice Council (for a total of four members), in addition to four (4) members of management appointed by the Chief Nursing Officer. Attendance at a Patient Classification System Committee meeting shall be compensable as time worked. Such Committee shall perform those functions required by Title XXII, Section 70217. If review by the Patient Classification System Committee reveals that adjustments are necessary to the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments shall be implemented in accordance with Title XXII.
- E. In the event the scheduled staffing is insufficient to meet the specific staffing called for by the system, ECRMC will make every reasonable effort to procure additional personnel. Should persistent shortages be identified, ECRMC will take reasonable and practical steps to ensure safe patient care.
- F. As required by law, the Hospital recognizes its duty to maintain a staffing system which complies with AB 394, as amended, and the regulations effective January 1, 2004 promulgated pursuant to AB 394, as amended. Nothing in this Article is intended to conflict with, impose or create greater obligations, including remedies, than exist under the laws. Any issues or disputes concerning this Article shall be addressed by the Unit Based Professional Practice Counsel and shall not be subject to Article 5 or 6.

#### **ARTICLE 11: PER DIEM RNs/LVNs**

- A. Per Diem RNs/LVNs are those who are hired on a relief or substitute basis. Per Diem RNs/LVNs are not eligible for healthcare benefits, Paid Time Off (PTO), Extended Sick Leave (ESL), education benefits, life insurance, long term and short-term disability or any other

employer-provided benefits. Per Diem RNs/LVNs work on an “as needed” basis and generally will work less than forty (40) hours per pay period and for a period not to exceed one thousand (1,000) hours per rolling twelve (12) month period. Per Diem RNs/LVNs are generally assigned a specific shift, either eight (8), ten (10), or twelve (12) hour shifts. Per Diem RNs/LVNs are not hired into a benefited position and are not assigned a budgeted FTE based on agreed scheduling commitment.

- B. In order to retain their Per Diem classification, these RNs/LVNs must maintain their agreed scheduled shift commitment. Per Diem employee schedules will be reviewed every six (6) weeks to ensure the scheduling commitment has been met. Per Diem employees must work two (2) shifts every six (6) weeks to fulfill commitment. In the event that the scheduling commitment is not met, Human Resources will meet with the RN/LVN for reclassification or possible separation. If a Per Diem employee’s scheduled shift is cancelled by ECRMC based on business necessity, low census and/or work load, the RN/LVN will be given credit towards their scheduling commitment.
- C. Per Diem hourly rates are set at tiered levels based on meeting minimum shifts during a six (6) week scheduling period. The rate during the life of this contract shall be 12%.
- D. Per Diem commitments are defined as follows:

<b>Daily Hours</b>	<b>Scheduled Shifts</b>	<b>Weekend Shifts</b>	<b>Holiday Shifts (if needed)</b>
8 hours	2 shifts every 6 weeks	1 shift every 6 weeks	1 major and 1 minor
10 hours	2 shifts every 6 weeks	1 shift every 6 weeks	1 major and 1 minor
12 hours	2 shifts every 6 weeks	1 shift every 6 weeks	1 major and 1 minor

- E. Per Diem nurses shall be paid according to the wage rates set forth in Article 14.
- F. Per Diem nurses shall receive all annual wage rate increases as set forth in Article 14 and/or as subsequently negotiated by the parties.
- G. Per Diem nurses shall receive all contractual shift differentials in accordance with their respective work schedules pursuant to this agreement.
- H. Full-time and regular part-time RNs/LVNs who resign and rehire into Per Diem status with no break in service shall not be required to serve the probationary period. Per Diem RNs/LVNs who successfully bid into a full-time or regular part-time RN/LVN position shall not be required to serve the probationary period upon commencement of the full-time or regular part-time position, so long as the probationary period was successfully completed.
- I. Per Diem RNs/LVNs who successfully bid into a full-time or regular part-time nurse position shall not be required to serve the probationary period upon commencement of the full-time or regular part-time position, so long as the probationary period was successfully completed.

- J. Per Diem seniority shall be based on length of continuous service with ECRMC as a Per Diem employee.
- K. Seniority full time and regular part-time RNs/LVNs who resign and rehire into a Per Diem position, shall lose all prior accrued seniority and will begin accruing new seniority from the commencement of his/her employment in Per Diem status. Vested pension credits will be unaffected by such a resignation and rehire.
- L. Per Diem RNs/LVNs who bid into or are hired into a full-time or regular part-time position with ECRMC shall lose all Per Diem seniority and begin accruing seniority as a new full-time or regular part-time RN/LVN.
- M. In the event a Per Diem RN/LVN requires or desires time off work for reasons covered by any of the above contractual provisions, for example to attend a funeral, serve on jury duty, take a vacation, or to take time off due to illness or injury, the Per Diem RN/LVN will be allowed to decline available work hours in order to do so, so long as the minimum hours requirements are satisfied.
- N. Per Diem RNs/LVNs shall also, upon request, be removed from a posted schedule for reasons identified in Article 16 Bereavement Leave, Article 18, Jury Duty and Court Time. In no instance shall the Per Diem nurse be paid during such time off. The Per Diem employee must still meet the minimum hours commitment to retain Per Diem status.

#### **ARTICLE 12: FLOATING**

- A. RNs will be floated in accordance with state and federal laws and regulations.
  - 1. An RN shall be assigned only those duties and responsibilities for which she or he has current validated competencies.
  - 2. Only an RN who has demonstrated competency for patient care in a unit to which the RN has been assigned shall act as a resource for those individuals who do not have validated nursing competencies for the unit.
  - 3. If an RN floats prior to the completion of the competency standards for a patient care unit, patient care assignments shall be subject to the following restrictions:
  - 4. Assignments shall include only those duties and responsibilities for which competency has been validated.
  - 5. RNs shall not be assigned total responsibility for patient care until all standards of competency for the unit has been validated.
  - 6. RNs will not be floated until they complete orientation and are competency validated.

7. New Grad RNs or any RNs new to a unit will not be floated until they complete unit specific orientation. Orientation shall apply to each unit separately.
  8. There shall be no "bumping" or "double" floating, *i.e.* floating one RN to a unit in order to displace or "bump" another RN or floating a nurse to more than one unit per shift.
- B. Floating assignments shall be made as follows: RNs who volunteer, Seasonal/Traveler RN, Per Diem RN, and then Full-time/Part-time RNs (on a rotational basis from most junior to senior).
- C. Float Incentive Pay: Five (5%) percent in addition to the hourly base rate of pay for one core competency; Eight (8%) percent in addition to the hourly base rate of pay for multiple core competencies.
- D. Maternal Child Division:
1. In the event that sub-department needs to be closed for the day, due to low census, the call-off procedure will in effect to incorporate all members of Maternal Child Division, covered under Article 28: Call Offs.
  2. During the call off event, the member of the bargaining unit (RN/LVN) that is being moved from a closed department, to another sub-department, within Maternal Child Division, to help during the call-off event, shall not be considered a float position and will not be entitled to "Float Incentive Pay", but will be entitled to complete all scheduled work hours for the day.
  3. In the event that a department has to be closed for the day, due to low census, but there is a need to float an additional RN/LVN to another department due to a need in staffing, then said RN/LVN will be governed under Article 12: Floating and be entitled to Float Incentive Pay.

### **ARTICLE 13: JOB POSTINGS, TRANSFERS AND PROMOTIONS**

- A. Job Vacancies. Job vacancies will be posted in the unit for a period of five (5) calendar days. Thereafter, Job vacancies will be posted internally on ECRMC's application tracking system ("ATS") for a period of five (5) calendar days. In the event the vacancy is not filled according to paragraph C.1. below, job vacancy will be opened to public on ECRMC's ATS for seven (7) calendar days prior to filling the position. ECRMC may temporarily fill the position during the posting period. ECRMC agrees to forward initial job posting for vacancies to Teamsters Union Local 542 Business Representative, upon first day vacancy is posted. Subsequent posting reviews will be available with Human Resources Officer, if necessity is required.
- B. Eligibility. In order for an RN/LVN to be transferred or promoted within the same unit or another unit, the RN/LVN must qualify for the position on the basis of education and experience. To be eligible for a transfer or promotion, an RN/LVN must have completed the probationary period in his or her current position unless approval is obtained from the

appropriate Administrative and Management persons. To be eligible for a transfer or promotion, an RN/LVN also cannot have received a formal disciplinary action within six (6) months of applying for the position. Qualified for this Article means the necessary skills, education, ability, certification, or credentialing needed to perform the duties of the position. An RN/LVN will have up to a 90-calendar day period to demonstrate that she/he can perform the duties of the position and obtain the necessary certifications. During the 90-calendar day period if the RN/LVN does not demonstrate he/she can perform the duties of the position or voluntarily determines to relinquish the position, ECRMC will make reasonable efforts to return the RN/LVN to his or her former position and if available, shift or floor.

C. Awarding Position.

1. RNs/LVNs who work on the unit where the vacancy exists shall be given preference to fill such vacancies by seniority over RNs/LVNs outside the unit.
2. If a vacancy is not filled as provided in C.1. above, RNs/LVNs in the clinical area shall be selected by ECRMC based on the qualifications defined in B above, and if two or more RNs/LVNs are relatively equally qualified as defined in B above, then seniority shall prevail. Any bargaining unit employee who has been or who is promoted to a supervisory or management position shall retain their bargaining unit seniority. Supervisory or management RNs/LVNs who have been promoted within 2 years of the job posting may apply for open bargaining unit positions. They may use their bargaining unit seniority for a period of two years from their transfer out of the bargaining unit to apply for such positions. Such employees shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while in a supervisory or management position.
3. If a vacancy is not filled as provided in C.2. above, it will be filled by RNs/LVNs outside the clinical area selected by ECRMC based on qualifications as defined in B above, and if two or more RNs/LVNs are relatively equally qualified as defined in B above, then seniority shall prevail.
4. RNs/LVNs who apply after the seven (7) calendar days provided for in A above shall have no preference over outside applicants.

D. Unfilled Positions. If the vacancy is not filled as provided above, ECRMC may fill the position with outside applicants, except that if there are RNs/LVNs on the recall list, they shall have preference over outside applicants.

E. Transfer for Other Reasons. ECRMC reserves the right to transfer an employee for lack of competence, failure to meet job requirements, just cause discipline or non-licensure. The Employer may temporarily transfer an RN/LVN, by seniority, who possesses special skills or other abilities to another area of patient care provided ECRMC has posted such position and such transfer does not exceed 45 calendar days and may be extended with mutual agreement.

If ECRMC is not able to find a volunteer, the least senior RN/LVN who possesses the required special skills or other abilities shall be required to fill the temporary position.

If the 45-calendar day period is not extended by mutual agreement, the process discussed herein shall repeat until the position is filled on a permanent basis.

## **ARTICLE 14: HOURS OF WORK AND PAY PROVISIONS**

### **A. Work Day & Work Week**

The fixed and recurring work day period shall begin at 0000 (Midnight) and end at 23:59, 24:00 hours the following.

The fixed recurring work week period shall begin at 0000 (Midnight) on Sunday and end at 23:59 on Saturday, seven (7) calendar days thereafter.

### **B. Shifts Defined**

ECRMC and the Union mutually agree and recognize the following shifts: First Shift, 7:00 A.M. (0700) – 7:00 P.M. (1900); Second Shift, 7:00 P.M. (1900) – 7:00 A.M. (0700).

### **C. Over time & Double time**

#### **1. Eight (8) hour shifts**

Employees who are regularly scheduled to work eight (8) hour shifts, will be paid one and one-half (1 ½) times their regular rate of pay for all hours worked over eight (8) hours in a workday or forty (40) hours in a workweek.

Employees, who are regularly scheduled to work eight (8) hour shifts, will be paid two (2) times their regular rate of pay for all hours worked over twelve (12) hours in a workday.

#### **2. Ten (10) hour shifts**

Employees who are regularly scheduled to work ten (10) hour shifts, will be paid one and one-half (1 ½) times their regular rate of pay for all hours worked over (10) hours in a workday or forty (40) hours in a workweek.

Employees who are regularly scheduled to work ten (10) hour shifts, will be paid two (2) times their regular rate of pay for all hours worked over twelve (12) hours in a workday.

#### **3. Twelve (12) hour shifts**

Employees, who are regularly scheduled to work twelve (12) hour shifts, will be paid two (2) times their regular rate of pay for all hours worked over twelve (12) hours in a workday

Employees, who are regularly scheduled to work twelve (12) hour shifts, will be paid one and one-half (1.5) times their regular rate of pay for any hours worked over forty (40) hours in one (1) workweek.

Overtime premium shall not be pyramided, compounded or paid twice for the same hours worked.

D. Meal Periods

RNs/LVNs will be provided a duty-free lunch period of at least 30 minutes which is unpaid. Whenever practical, the lunch period shall be scheduled near the middle of the shift.

E. Rest Periods

RNs/LVNs shall be authorized and permitted one ten (10) minute rest break for each four hours worked or major fraction thereof. This rest period shall be with pay and is in addition to the lunch period. This rest period is to be taken as scheduled at a time and place and in a manner, which does not interfere with the efficiency of ECRMC. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an RNs/LVN's late arrival to work, early departure or to extend lunch period, nor may it be regarded as cumulative if not taken.

F. Assigned Overtime

An RN/LVN may not refuse to work overtime (or double time) if it would endanger patient care, for example, during an operation, delivery, or invasive procedure, or during a community disaster.

In the event an RN/LVN refuses to work overtime (or double time) in other situations, managers or supervisors can perform the work in addition to work managers or supervisors are otherwise allowed to perform. Under such situation, ECRMC can utilize a traveler or registry RN/LVN.

G. Floating Charge Pay

Charge Pay is a premium rate utilized in rare instances to compensate RNs (not normally classified as Charge RNs) who are required to step into a leadership role for a pre-defined amount of time. Charge Pay will be paid at the flat rate of \$4.00/hour in addition to the RNs hourly base rate of pay.

H. Shift Differential

- a. Shift differentials will only be paid for qualifying hours that fall into the times designated below:
- b. First shift will be defined as 0700 until 1900 and a shift differential will not be paid for these hours.



c. A late shift differential of fifteen percent (15%) will be paid for the hours between 1901 (7:01 pm) and 0659 (6:59 am).

I. Preceptor Pay

RNs who are assigned to perform the duties of preceptor will be paid at the flat rate of \$2.00/hour in addition to the RNs hourly base rate of pay.

J. Compensation

1. Base Hourly Wage Rates

All RNs/LVNs shall receive an increase to their base hourly wage rate ~~as follows~~ based on new wage scale rate, as approved by Board of Trustees, included in Appendix C (Wage Scale). Increase to take effect July 31, 2022. Remaining yearly increase will be as noted below:

Board Approval: <u>July 31, 2022</u> <u>(Retroactive to January 1, 2019)</u>	<u>3.5% Wage increase based on education level and years of experience as outlined in Appendix C.</u>
<del>October 27, 2019</del> <u>January 1, 2024:</u>	<b>3.5%</b>
<del>October 27, 2020</del> <u>January 1, 2025:</u>	<b>3.5%</b>

Full-Time and Part-Time Nursing staff received a wage increase on July 31, 2022, which Per Diem staff did not receive.

Upon Ratification: El Centro Regional Medical Center is agreeing that the Per Diem staff will be placed on the same wage scale as the Full-Time and Part-Time staff (i.e., RN I, RN II, and RN III) and that they will receive their wage increase for year 1 retroactive to July 31, 2022.

Upon Ratification: ~~With Full-time and Part-time Nursing staff having received their increase effective July 31, 2022, El Centro Regional Medical Center has agreed to issue a wage increase for Per Diem staff, whom will be placed on the same scale as Appendix C of this contract for Full-time and Part time staff (i.e., RN I, RN II, and RN III). Wage increase will be retroactive to July 31, 2022.~~

Pay rates may be increased by mutual agreement of ECRMC and the Union.

**ARTICLE 15: LEAVES OF ABSENCE**

A. ECRMC shall provide RNs/LVNs with leaves of absence in accordance with state and federal law. Currently, these leaves of absence are family medical leaves (to include but not limited to leave arising under the Family Medical Leave Act, California Family Rights Act, Americans with Disabilities Act, and Kin Care), pregnancy leaves, worker's compensation leaves, and

military leaves. Such leaves shall be granted and administered in accordance with the applicable state and/or federal laws.

B. ECRMC shall also provide RNs/LVNs with leaves of absence for medical leaves for non-occupational disabilities (*i.e.*, not governed by federal or state family and medical leave statutes or the worker's compensation statutes), jury duty, witness duty and bereavement. The leaves specified in this paragraph shall be administered in accordance with ECRMC's policies.

C. Union Leave

1. If an RN/LVN is elected or appointed to a position by the Union, ECRMC will grant up to one (1) individual Union Leave for the duration of the respective initial term.
2. RNs/LVNs on Union Leave are not required to use PTO. They will not accrue PTO while on Union Leave. RNs/LVNs will be responsible for COBRA premiums commencing the first day of the pay period following the start of the leave.
3. RNs/LVNs will be guaranteed return to their existing position, status and shift following their Union Leave, so long as they have maintained the appropriate credentialing and certifications.

**ARTICLE 16: BEREAVEMENT LEAVE**

In the event of the death in the immediate family of a Full-time or Part-time RN/LVN, he/she will be allowed Bereavement Leave, with pay. Bereavement leave of three (3) workdays may be granted for funerals or designated ceremony within three hundred (300) miles of ECRMC or five (5) workdays for funerals or designated ceremony over three hundred miles from ECRMC. The hospital agrees that RN/LVN may be allowed to use additional PTO hours, with management approval, without affecting attendance record. Approval shall not be unreasonably denied. ECRMC agrees that Bereavement Leave will be granted for all Full-Time and Part-Time employees as of day one (1) of employment.

Per Diem RNs/LVNs will be eligible for unpaid Bereavement leave as above with prior written approval of Human Resources and their Director (or designee).

For purposes of this provision, "immediate family" includes the employee's current spouse, parents, children, sister or brother, current mother or father-in-law, current sister or brother-in-law, current son or daughter-in-law, grandparents, grandchildren, domestic partner, step parents, step children, and step grandchildren.

**ARTICLE 17: SENIORITY, LAYOFF AND RECALL**

A. Seniority

1. Seniority shall mean date of hire (or re-hire if there is a break in employment exceeding 30 days) with ECRMC as an RN or LVN, respectively.
2. Seniority dates shall only be adjusted for:
  - a. Break in service from ECRMC associated with a voluntary separation of more than 30 calendar days.
  - b. Leave of absence exceeding 95 calendar days (except for military leave, worker's compensation and state or federal family medical leave, Union Leave.)
3. After a provisional period of 1 year, seniority shall only be broken by:
  - a. Break in service associated with a termination of more than 30 calendar days,
  - b. 12 months of layoff without recall to a permanent position,
  - c. Failure to respond to recall notice within 3 business days, after receipt of certified notice of recall,
  - d. Termination for just cause,
  - e. Failure to report to work upon expiration of a Leave of Absence.
4. A seniority list of RN/LVN names and seniority dates, updated quarterly, shall be sent to the Union.

**B. Layoff**

1. Layoff is defined as a permanent workforce reduction anticipated to last more than 14 calendar days.
2. Prior to a layoff, ECRMC and the Union shall meet and confer about the impact of such a reduction.
3. Providing an RN/LVN is qualified to perform the available work, seniority shall be the controlling consideration in a layoff or recall.

The order of Layoff shall be:

- a. Registry
- b. Travelers
- c. Temporary
- d. Per Diems
- e. Regular, full & part-time.

4. Layoff of RNs/LVNs in categories (c) of Paragraph 3 above shall be accomplished as follows:<sup>1</sup>
  - a. A laid off RN/LVN may have the option to fill any vacancy that ECRMC has for which the RN/LVN is qualified. Qualified shall mean the necessary skills, education, certifications or credentialing needed to perform the duties of the position. An RN/LVN who declines the position shall be laid off.
  - b. If there is no vacancy as described in (a), such an RN/LVN shall displace the least senior RN/LVN on his/her unit of the same status (full-time, part-time) and shift.
  - c. If no vacancy exists as described in (b), the laid off RN/LVN shall have the option of displacing the least senior RN/LVN in his/her unit who may be on another shift and/or status.
  - d. If no such position exists as described in (c), the RN or LVN may displace the least senior RN/LVN, of the same status and shift, provided the RN/LVN is qualified.
  - e. If no vacancy exists as described in (d), the laid off RN/LVN shall have the option of displacing the least senior RN/LVN who may be on another shift and/or status.
  - f. For the purposes of this Article, an RN/LVN shall have up to a 90 calendar day period to demonstrate that he/she can perform the duties of the position.

#### C. Recall

1. All vacancies as determined by ECRMC and covered by this Agreement shall first be filled according to Article 13 Job Posting.
2. A vacant position not filled as provided in 1 above shall be made available to an RN or LVN on the recall list. The position shall be offered to an RN or LVN laid off from a unit within the RN's or LVN's competencies in which the position is available in reverse order of layoff. In the event there are no RNs or LVNs on the recall list from the unit in which there is a job opening, the position shall be offered to an RN or LVN on the recall list in reverse order of layoff, provided the RN or LVN is qualified for the position.
3. An RN/LVN on the recall list may refuse up to three offers of staff positions prior to being removed from the recall list. Otherwise, laid off RNs/LVNs shall remain on the recall list for 12 months.
4. Any RN/LVN on a recall list shall be responsible for providing the Hospital with a current address and telephone number.

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<sup>1</sup> RNs shall not be permitted to bump LVNs and vice versa.

## **ARTICLE 18: JURY DUTY AND COURT TIME**

### **A. Jury Duty**

Due to the nature and selection method of the Jury Duty selection process, if an RN/LVN is summoned to serve on Jury Duty, the employees must notify the Department Head or designee, as soon as possible, but no later than one and one-half (1.5) hour before the start of their scheduled shift. For Day Shift RN/LVN, will be granted a leave of absence, with pay, for the days they are scheduled to work. For night shift RN/LVN, will be granted a leave of absence, with pay, for the nights they are scheduled to work, the night before their scheduled Jury Duty and the day of their Jury Duty assignment. The employee shall promptly file with Human Resources proof of attendance issued by the Jury Duty Commissioner with date(s) of appearance.

If the employee is not scheduled to work on the day of the Jury Duty event, then said employee will not be eligible for Jury Duty Pay.

### **B. Witness Duty**

RNs/LVNs who are subpoenaed to appear as witnesses in judicial proceedings involving matters within the scope of their employment with ECRMC will be granted a leave of absence, with pay, until released by the Court and/or the Hospital legal representative. A paid leave of absence for Witness Duty will include all time during which the employee's attendance is required.

RNs/LVNs who are subpoenaed to appear as witnesses in other judicial proceedings not related to their ECRMC employment may use accrued Paid Time Off (PTO), or alternatively, may take unpaid time off for such purpose.

## **ARTICLE 19: PAID TIME OFF ("PTO")**

- A. ECRMC provides benefit eligible RNs/LVNs an opportunity to take paid time off from work for vacation, personal and family needs, emergencies and illness. Regular and Provisional RNs/LVNs are eligible to accrue and use Paid Time Off ("PTO").

PTO may be used for paid time off due to vacation, personal and family needs, holiday, incidental sick time, or personal business.

- B. An employee may accrue a maximum of four hundred (400) hours of PTO. Part-time RNs/LVNs accrue a pro-rated amount of PTO based on standard hours (FTE status). Temporary and Casual Per Diem RNs/LVNs are not eligible to accrue paid time off.

All hours are "eligible hours" for RNs/LVNs to accrue PTO except when the employee is in leave status. RNs/LVNs that are regularly scheduled for eighty (80) hours per pay period earn PTO on eligible hours up to eighty (80) per pay period. RNs/LVNs that are regularly scheduled

for seventy-two (72) hours per pay period earn PTO on eligible hours up to seventy-two (72) per pay period.

PTO Accrual Schedule

FTE	Tier 1 1-36 Months	Tier 2 36-60 Months	Tier 3 60+ Months
.5	3.69	4.46	5.23
.6	4.428	5.352	6.276
.7	5.166	7.322	7.322
.75	5.535	6.69	7.845
.8	5.904	7.136	8.368
.9	7.38	8.92	10.46
1.0	7.38	8.92	10.46

Once an employee has accrued four hundred (400) hours of PTO, no additional PTO will accrue until the employee uses his/her accrued PTO and reduces the balance below four hundred (400) hours. Thereafter, PTO benefits will accrue on a prospective basis only until the employee again reaches the four hundred (400) hour maximum.

C. PTO Approval To request PTO, RNs/LVNs must submit a PTO via ECRMC’s electronic timekeeping system for advance approval by the manager. Generally, scheduled PTO shall be requested two (2) weeks in advance but not less than twenty-four (24) hours in advance of the requested time off. Except in the case of illness or injury, PTO may be denied on business needs, department scheduling conflicts, or operational hardship. In the event that multiple nurses turn in vacation requests at the same day in the same department, the vacation shall be granted by seniority. Except in the case of illness or injury, PTO may be denied based on business needs, department scheduling conflicts, or operational hardship.

D. PTO Usage Eligible

1. RNs/LVNs may use accrued PTO from their date of hire. PTO is to be used during absence from regularly-scheduled work due to vacation, holidays, personal and family needs and incidental illness and injury. Regular hours plus PTO and Extended Sick Leave (ESL) hours shall not exceed an employer’s regularly scheduled hours in a pay period.

PTO hours cannot be used to maintain or fulfill required hours to maintain FTE status. This applies to all RNs/LVNs eligible for PTO. The only exception would be the use of PTO due to low census.

2. Use of PTO for Illness and Injury PTO shall be used for the first twenty-four (24) hours consecutive scheduled work hours of any illness or injury unless the employee is hospitalized, has had outpatient surgery on the first day off work, had had a work related injury, or is disabled due to pregnancy in which case ESL may be used on the first day of illness or injury. If an employee does not have ESL hours available, the employee shall use

PTO for any additional hours after the first twenty-four (24) hours of an illness or injury, provided PTO hours are available.

Physician's Certificate After the employee has missed twenty-four (24) hours of work, Human Resources will request a physician's note excusing the RN/LVN absence and release the RN/LVN to return to work. The RN/LVN must keep their managers informed of the need to miss work due to an illness for scheduling purposes.

- E. Change of Status When an employee changes from a benefit eligible to a non-benefit eligible status, he/she will be paid the balance of his/her accrued PTO (at their base rate) and will stop accruing PTO effective the date of transfer.
- F. Rate of Pay PTO shall be paid at the employee's base hourly rate.
- G. PTO Cash out/Withdrawal Provisions: PTO Cash Out; RNs/LVNs may request PTO cash out of accrued PTO once per year during their hire month anniversary only, provided the balance indicated below is maintained:

Years of Service	Employee Classification	Minimum Balance after PTO Cash Out	Annual Maximum PTO Cash Out
1-5 years	Regular Full-Time Pay in Lieu Full-Time	80	80
1-5 years	Regular Part-Time Pay in Lieu Part-Time	40	40
6-10 years	Regular Full-Time Pay in Lieu Full-Time	80	120
6-10 years	Regular Part-Time Pay in Lieu Part-Time	40	60
11-15 years	Regular Full-Time Pay in Lieu Full-Time	80	160
11-15 years	Regular Part-Time Pay in Lieu Part-Time	40	80
16-20 years	Regular Full-Time Pay in Lieu Full-Time	80	180
16-20 years	Regular Part-Time Pay in Lieu Part-Time	40	100
21+ years	Regular Full-Time Pay in Lieu Full-Time	80	200
21+ years	Regular Part-Time Pay in Lieu Part-Time	40	120

1. The cash out election made is considered to be an irrevocable election and cannot be modified or rescinded once submitted. Annual PTO cash outs are treated as taxable income thus, all applicable state and federal taxes may be withheld.

2. The Hospital reserves the right to suspend the PTO cash out policy upon ninety (90) days' notice. At the present time, the PTO cash out policy is currently in suspension.
3. Termination of Employment: Upon termination of employment, RNs/LVNs shall be paid for all accrued PTO at their base hourly rate.
4. PTO Holidays RNs/LVNs are eligible for six (6) paid holidays per calendar year. Per Diem RNs/LVNs are not eligible for PTO holidays.

RNs/LVNs will receive PTO for recognized holidays at their base rate for their regular daily hours. RNs/LVNs on disability or any other leave of absence are not eligible for PTO holiday usage. A list of eligible holidays is set forth in Article XX.

5. Election to Refuse Holiday Pay: In the event that an RN/LVN does not wish to utilize their PTO hours on the hospital-recognized holiday, the employee will submit the request via the automated system.

Pay for Regular Hours in Pay Period with a Holiday During a pay period in which a hospital-recognized holiday occurs, the maximum number of regular hours paid will be:

8-hour RN/LVN	80 regular hours
10-hour RN/LVN	80 regular hours
12-hour RN/LVN	72 regular hours

### **ARTICLE 20 HOLIDAYS**

- A. To ensure adequate staffing is in place for patient care and provide incentive for RNs/LVNs to work shifts on major holidays, ECRMC provides Holiday Pay to non-exempt RNs/LVNs for time worked on designated major holidays (as detailed below):
  1. Holiday Pay will be paid to non-exempt RNs/LVNs who work the actual designated major holiday during the period described below.
  2. Holiday Pay is provided to those non-exempt RNs/LVNs who work between 1900 hours (7:00 p.m.) on the eve of the holiday and 2400 (12 midnight) when the majority of their hours fall on the actual date of the following holidays.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. The Holiday Pay rate is one and one-half (1.5) the employee's base rate of pay. The Holiday Pay rate is paid for all hours worked in the designated period for the holiday.
- C. Under no circumstances is the overlapping or stacking of Holiday Pay or any other premium rate permitted.



- D. All non-exempt RNs/LVNs are eligible for Holiday Pay.
- E. The following holidays are considered minor holidays and are not designated for Holiday Pay:

Martin Luther King, Jr. Day	President's Day
Veteran's Day	Day after Thanksgiving
Christmas Eve	New Year's Eve

**ARTICLE 21: HEALTH BENEFITS**

A. Overview

ECRMC shall maintain the same coverage and deductibles for bargaining unit employees as it provides for its non-bargaining unit employees.

The employee percentage of premiums for the employee medical plans shall be the same for bargaining unit employees as it provides for its non-bargaining unit employees.

Section 2

ECRMC shall pay health insurance premiums for the employees on extended sick leave, for employees that are no longer able to cover their cost, from PTO/ESL, up to a maximum of 90 days, while employees are on approved Family Medical Leave Act (FMLA/CFRA). Any portion not covered by employees during extended sick leave status, would be paid back to ECRMC by employee, on an approved payment plan, not to exceed 60 days after return to work.

\*If employee separates prior to completion of payment plan, all monies owed will be deducted from final check and/or PTO cash out.

B. Life and Accidental Death Insurance

ECRMC pays the monthly premium for group life and accidental death and dismemberment insurance for full-time employees. Part-time regular employees normally scheduled to work forty (40) or more hours per two-week pay period (fifty percent (50%) or more) will be covered for this benefit on a pro-rated basis to reflect their regularly-scheduled work hours in relation to an eighty (80) hour pay period.

C. Disability Insurance

ECRMC makes available short-term and long-term disability insurance, which provides benefits to eligible full-time and part-time employees who become totally disabled as the result of a covered non-occupational sickness, accidental bodily injury, or pregnancy. Short term

disability is a voluntary benefit paid one hundred percent (100%) by the employee. ECRMC pays one hundred percent (100%) of the cost for long term disability.

### **ARTICLE 22: PENSION PLAN**

ECRMC shall provide a retirement plan to eligible RNs/LVNs as outlined in the ECRMC policies and as outlined in the El Centro Regional Medical Center Retirement Income Plan and the 401(a) Defined Contribution Plan.

### **ARTICLE 23: BULLETIN BOARDS**

- A. The Union shall have a 24” x 36” bulletin board at each facility. At ECRMC, the bulletin board shall be located near the cafeteria for posting official union business. Posted material shall bear the date and identity of the Union.
- B. The Union shall not post any organizing materials on the boards. The Union shall provide a copy of any materials to the Employee Relations Officer prior to posting, however approval to post is not required. The Union shall not post any materials that disparage or demean ECRMC, its affiliates, related entities, or any individual.
- C. The Union is permitted to post materials regarding internal Union politics. However, the Union shall not post any notice that involves an external politician, political candidate, or political issue.
- D. ECRMC and the Union agree that no other union shall have access to or a right to post on the Union bulletin boards for any reason.
- E. ECRMC can grieve and seek arbitration of the Union’s violations of this Article.

### **ARTICLE 24: UNIT BASED PROFESSIONAL PRACTICE COUNCIL**

- A. Purpose: The Unit Based Professional Practice Council (UBPPC) offers nurses the opportunity to be more fully informed, get involved, be a role model, and have a voice in addressing nursing issues.
- B. Accountability: The Unit Based Professional Practice Council (UBPPC) is accountable for the advancement of professional nursing that is both patient- and family-centered. The Council provides an opportunity to develop leadership qualities in nursing staff, and works to improve the quality of work life of nurses.
- C. Objectives:

- UBPPC provides a forum for identifying, examining, and making decisions regarding current and future practice issues/initiatives that influence professional practice at the unit and program levels;
- identifies strategies for addressing special issues relating to nursing professional practice at ECRMC;
- collaborates with other professionals in the discussion, change and evaluation of practice issues;
- improves patient care and the health and safety of RNs;
- enhances the professional development of nurses through mentoring in the professional leadership role; and
- provides two-way communication systems for nurses on significant issues, changes to practice, and issues resolution.

D. Composition:

- RN representatives appointed by the Union who are employed at the Hospital and covered by this agreement, one of whom will act as Co-Chair in conjunction with the UBPPC Team Leader
- The number of staff RN members shall be 4, in addition to the Co-Chair (total of 5 staff RNs)
- Representatives from Nursing Administration who function as advisors and Resources include: 1 Clinical Nurse Manager (Co-Chair), 1 Department Director, 1 Clinical Educator (From Education Department or Unit-Based Educator)
- The UBPPC may invite representation from other departments (ancillary/support) as temporary guests
- Management may request special meetings with the UBPPC

E. Meetings:

- The UBPPC shall schedule one regular meeting per month.
- Such meetings shall be scheduled so as not to conflict with the work schedules of the RN members.
- The UBPPC may reserve conference rooms per ECRMC's reservation procedures.
- Staff RN Council members shall be entitled to no more than 2 hours pay/month at the RNs straight time rates for the purposes of attending such council meeting(s), unless additional pay for a meeting is approved by the Co-Chairs. Each UBPPC co-chair shall be entitled to an additional 2 hours pay/month for purposes of preparing agendas, research, and documentation.

F. Reporting Relationship:

- The UBPPC is directly accountable to the Director of their unit who, in turn, reports to the Chief Nursing Officer.
- The Employer shall respond to UBPPC recommendations within 21 days in writing.

ECRMC reserves the right to further develop the Shared Governance program to address program wide patient care and nursing related issues, promote excellence in patient care and

professional nursing practice, and ensure that goals and initiatives are aligned with ECRMC's strategic business plan and clinical foci.

### **ARTICLE 25: NO DISCRIMINATION**

There shall be no discrimination by ECRMC or the Union of any kind against any RN or LVN on account of race, color, ancestry, political belief, sexual orientation or preference, religion, sex, marital status, national origin, age, physical or mental disability, medical condition, citizenship, military status, genetic information/characteristics, gender identity, pregnancy, membership in or activity on behalf of a labor organization as provided by law, or other protected characteristic pursuant to applicable law. Both parties are permitted to take all action necessary to comply with all applicable federal, state and local laws and regulations, including any new laws and regulations enacted during the term of this MOU.

### **ARTICLE 26: EDUCATIONAL PROGRAMS**

#### **A. Mandatory Classes/Meetings**

If an RN/LVN is required by the Hospital to attend a particular educational or training program, session, in-service, class or other meeting, the RN/LVN shall be paid his/her base rate of pay and this time shall be counted as time worked. An RN/LVN shall receive pay for the actual hours of attendance. If an RN is required to take a class that is not offered by the Hospital, the Hospital shall pay for the class and the RNs time at the base hourly rate. If an RN chooses not to take a mandatory class offered by the Hospital or at Pioneers, the RN/LVN must pay for such class.

#### **B. Required Certifications**

1. RNs/LVNs will ensure that they maintain certifications required by the home base unit.
2. Attendance by an RN/LVN at certification courses mandated by ECRMC as a condition of continued employment in RNs/LVNs current certification, unit, or specialty shall count as time worked and be compensated accordingly. If an RN/LVN allows a certification to lapse and the RN/LVN is required to retake the certification course, ECRMC will only compensate the RN/LVN in an amount equal to the number of hours at the certification renewal class.

#### **C. Education Reimbursement**

RNs who work twenty (20) or more hours per workweek and who have completed their one (1) year provisional period may be reimbursed up to a maximum of two thousand five hundred dollars (\$2,500.00) in the fiscal year for tuition, books, lab fees, and certification fees for BSN, MSN, and/or Nurse Practitioner related course. The RN must be working twenty (20) or more hours per week during the duration of the course(s) and at the time reimbursement is to be made. To be eligible for reimbursement, an RN must successfully complete the course(s) with

a grade of “B” or above. In addition, should an RN separate within one year of receiving an education reimbursement, such RN shall be responsible for repayment in-full.

D. Advanced Degree Completion Bonus

Any RN currently holding or in the process of obtaining their BSN upon Board approval shall be grandfathered into the current practice of receiving a 6% increase upon obtaining a BSN. Any RN who commences the BSN process after Board approval or is hired with a BSN following Board approval shall receive a one-time \$3,000 bonus upon obtaining a BSN or hire.

Any RN currently holding or in the process of obtaining their MSN upon Board approval shall be grandfathered into the current practice of receiving a 9% increase upon obtaining a MSN. Any RN who commences the MSN process after Board approval or is hired with a MSN following Board approval shall receive a one-time \$1,400 bonus upon obtaining a MSN or hire.

E. Certification Bonus

All RN/LVN employed by ECRMC who obtain certifications from the following certifications list shall receive **\$1700** per year:

CCNS (Critical Care)  
CCRN (Critical Care)  
Med./Surg. Clinical Nurse Specialist, CNS  
Geriatric CNS  
Pediatric CNS  
Cardiac/Vascular Nurse  
CEN (Emergency Room)  
MICN (Emergency Room)  
CNOR (Surgery)  
CRNFA (Surgery)  
CRNI (Infusion)  
**NCC Electronic Fetal Monitoring**  
Neonatal Intensive Care Nurse  
AOCN (Oncology)  
AOCNS (Oncology)  
CWOCN (Wound Management)  
CWCN (Wound Management)  
CWS (Wound Management)  
COCN (Ostomy Care)  
CCCN (Continence Care)  
Ambulatory Care Nursing  
Perinatal Nurse  
Lactation Nurse  
CPAN  
CAPA  
MEDICAL SURGICAL

PEDIATRIC NURSE  
GERONOTOLOGICAL NURSE  
INPATIENT OBSTETRIC NURSING  
LOW RISK NEONATAL NURSING  
MATERNAL NEWBORN NURSING

**\*ECRMC agrees to red-circle RN's who currently receive GNOSIS Electronic Fetal Heart Monitoring (Hospital Issued) certificate bonus.**

## **ARTICLE 27: SCHEDULING**

### A. Overview

1. Employees are expected to meet their scheduled obligations as determined by the department and their employee classification.
2. The current six-week schedule is locked two weeks before the start date and, at that point in time, is not subject to any vacation/PTO requests.
3. When a schedule conflict arises, the employee should attempt to resolve the conflict by working directly with his/her direct supervisor.
4. Employees must contact the **Immediate Supervisor or designee** to report unscheduled absences at least two hours prior to the start of their shift.
5. Failure to meet the staffing needs of ECRMC with excessive unscheduled absences due to Sick Calls and No Call/No Shows will be a cause for disciplinary action.
6. Employees are expected to arrive at work and be at their assigned work station ready to work based on their scheduled start time. Employees who fail to notify their supervisor/designee of absence or late arrival to work as scheduled are subject to disciplinary action according to the ECRMC Discipline Policy.
7. Employees are expected to clock in and out using the designated time clock or computer method for their assigned department.
8. Staff working in the acute care hospital setting are expected to be flexible and willing to work on alternate shifts and/or units (other than the primary shift assignment) to accommodate unexpected/temporary changes to workload necessity.
9. All employees are responsible to enter unavailability/PTO by the date specified by the **Immediate Supervisor or designee** for approval. (No late requests will be granted).

### B. Procedure

1. Trades, Changes:

- a. Shift changes to the posted schedule can be negotiated between staff of the same license/certification and submitted to the **Immediate Supervisor or designee** for approval. Shift trades will be generally approved if premium pay does not result.
  - b. Schedule change requests related to staffing for the next 24-hour time period must be approved by the **Immediate Supervisor or designee** for approval.
  - c. Six (6) week schedules are posted 2 weeks prior to the start of the schedule period. Weekly schedule adjustments are made 48 hours prior to 0700 each Monday. Daily schedules are adjusted on the shift proceeding the next 8 or 12 hours shift period.
2. Regular Full Time (RFT) & Regular Part Time (RPT) employees will have their hours scheduled by the department and will be consistently scheduled to meet established pay period requirements based on employee classification.
- a. For all RFT& RPT employees on 12-hour shifts, ECRMC will make its best effort to provide 3 weekends off during a 6-week schedule. Additional weekends or partial weekends on or off may be provided depending upon census, acuity, and unit staffing requirements.
3. Holidays
- a. Holiday scheduling and staffing is subject to Article 10, 15 and 27.
  - b. Holiday shift coverage begins at 1900 prior to the date of the holiday and ends at 0700 the day following the holiday
4. Vacation Scheduling
- a. No more than one staff member in each job classification in each department on each shift can be on vacation simultaneously, unless average census coverage can be maintained. Vacation requests shall not be unreasonably denied.
  - b. An employee will not be granted more than three (3) consecutive weeks off between June 15 and September 15 unless staffing coverage permits.
  - c. An employee will not be granted more than two (2) consecutive weeks off between September 15 and June 15 unless staffing coverage permits.
  - d. Vacations for the last two weeks of December are limited to one shift unless patient care staffing requirements coverage permits additional time off.
  - e. PTO requests for vacation should be submitted as far in advance as possible but no less than three (3) weeks prior to the start of the next schedule.
  - f. Requests received during a current six (6) week schedules period will be granted only if replacement staff can be scheduled without premium pay.

- g. All vacation requested will be established on a “first come, first serve” basis, provided that the request will not interfere with efficient scheduling of hospital operations. Seniority shall prevail if multiple requests are submitted on the same day.

5. Sick Calls

- a. Any employee unable to come to work as scheduled must call in to the Immediate Supervisor or designee a minimum of 2 hours prior to the beginning of the scheduled shift. Failure to do so will be considered a No Call/No Show.

C. Unfilled Shifts

In the event there are unfilled or overtime shifts available **Immediate Supervisor or designee** shall send an email to all RNs notifying them of the open shifts. An employee desiring such shift may volunteer provided he/she is competency validated to work in that department.

First consideration will be given to RNs in their home department and shift. All RNs in this category are assigned shifts by rotation starting with the highest senior.

**ARTICLE 28: CALL OFFS**

- A. Any RN who is called-off may be placed on stand-by at the discretion of management. RNs who are placed on stand-by shall be compensated in accordance with the provisions defined in Article 29 Standby and Call Back Pay.
- B. RNs who are called off and choose to be available shall be compensated at their regular rate of pay if work becomes available and they report back to work at the hospital.
- C. RNs who are eligible have the option to take PTO.
- D. The order of call off shall be:
1. Per Diem on DT.
  2. Per Diem on OT.
  3. Full-time or part-time on DT.
  4. Full-time or part-time on OT.
  5. Volunteers.
  6. Per Diem on straight time.



7. Travelers and Registry
  8. Full-time and Part-time on a rotational basis.
- E. At the discretion of management, Full-time and Part-time RNs/LVNs who are called off may displace Per Diem RNs/LVNs on another unit provided the Full-time or Part-time RN/LVN is qualified to do the work.
- F. When call offs in a unit are due to an overlap of shifts, Volunteer RNs will be called off first. After all Volunteers have been called off, RNs will be called off following a rolling integrated seniority list. When call offs are due to an overlap of shifts, a partial shift call-off is permissible.
- G. Nurses will be contacted at least two (2) hours in advance of a start time cancellation.

In the event the Medical Center fails to call two (2) hours in advance and the nurse reports to work, he/she shall be paid in accordance with California law.

### **ARTICLE 29: STAND-BY/CALL-BACK**

A. Procedure:

1. There is no minimum guaranteed standby hours.
2. The call back pay rate for RNs/LVNs on scheduled standby and who are called back into the hospital is the employee's base hourly wage rate; unless the employee has entered into an overtime situation (i.e. the hours exceed the RNs/LVNs daily approved hours or they exceed forty (40) hours in a work week).
3. The minimum call back period is two (2) hours and extends to all time worked in excess of the two (2) hours when the employee is called back from standby. In cases where an employee is called back and actual work time is less than two (2) hours, the employee will be paid the two (2) hour minimum at the applicable rate.
4. Call back pay does not apply where an employee is asked during his/her normal work day to work beyond his/her normal shift or is scheduled to work overtime.
5. RNs/LVNs called off during their regularly scheduled work day may be placed on authorized standby so that the staff member remains available to return to work.
6. To qualify for payment of call back the employee must be on authorized scheduled standby prior to being paid call back.

7. Standby is paid as a flat hourly rate of **Five Dollars (\$5.00)** an hour based on approved job codes.
  8. All scheduled standby is considered uncontrolled and unrestricted unless otherwise designated. The employee is not restricted as to place or activity but must be able to be at their work location within thirty (30) minutes of being paged/called unless otherwise agreed based on location of primary residence. Discipline will be imposed on RNs/LVNs who fail to answer a call back request when on a standby schedule.
  9. Uncontrolled or unrestricted standby means that the employee is not required to remain on the premises but merely required to provide a means of which they can be reached (i.e. pager, cell phone, home phone). Scheduled standby hours are not considered worked hours and do not constitute worked hours in determining overtime.
  10. Each call back period within a scheduled standby period stands alone; each call back period must be separated by minimum of sixty (60) minutes. One call back or multiple call backs within the same scheduled standby period will be paid the two (2) hour minimum as long as there is a sixty (60) minute difference between the end of one call back period and beginning of a new call back period.
  11. Under no circumstances is the overlapping, pyramiding, or stacking of standby, call back or call in permitted.
  12. Call back and call in hours worked qualify for shift differentials.
  13. Call Back and call in hours are considered hours worked and therefore must be included when determining overtime.
- B. Call In:
1. Call in is paid to RNs/LVNs who come into the hospital for emergency situations when not previously scheduled. Call in can only be authorized by the Department Manager or the Central Staffing Office.
  2. The call-in pay rate is one and one-half (1.5) times the RN/LVN base hourly wage rate for all departments, with the exception of perioperative. The call-in rate for the perioperative department is two (2) times the RN/LVN base hourly wage rate. The minimum call in period is two (2) hours and extends to all time worked in excess of two (2) hours when the employee is on call in, except when call in overlaps an existing schedule.
  3. **Stand-By:**  
**Perioperative/Surgical Division – Due to the volatile schedules of the surgical area, the call back pay rate for RN's/LVNs in the Perioperative/Surgical Division on scheduled stand-by and who are called back into the hospital shall be two (2) times the employees base hourly wage rate. The premium rates shall be excluded when calculating the regular rate and credited towards overtime compensation due to the extent permitted by applicable law.**

If at any time the employee scheduled for standby is not reachable or does not report to ECRMC within the aforementioned time, the RN/LVN will not be entitled to standby pay applicable for the day.

### **ARTICLE 30: SICK LEAVE ACCRUAL**

Extended sick leave (ESL) may be used for paid time off during extended illnesses, hospitalization, surgery, or injury.

#### A. ESL Accrual

Regular full-time and part-time RNs/LVNs are eligible for extended sick leave. Full-time regular RNs/LVNs accrue extended sick leave at the rate of 1.846 hours per pay period and can accrue up to a maximum of four hundred eighty hours (480) of ESL. Part-time regular RNs/LVNs will accrue paid sick leave, prorated to reflect their regularly scheduled work hours in relation to an eighty (80) or seventy-two hour pay period. Temporary and Per Diem RNs/LVNs are not eligible to accrue extended sick leave.

#### B. ESL Usage

The first consecutive ~~fifteen (15) calendar days~~ seven (7) calendar days of an absence due to an illness or injury shall be paid from the employee's accrued PTO, **with notice being issued from a United States licensed physician**. ESL is used **upon the** ~~sixteenth (16<sup>th</sup>)~~ eight (8<sup>th</sup>) consecutive calendar day absence due to an **illness, injury, surgery, hospitalization, work related injuries and pregnancy disability**. If an illness recurs within three (3) calendar days of returning to work, ESL hours will continue to be used. Hours worked plus ESL and PTO hours cannot exceed an employee's regularly-scheduled hours, up to eighty (80) hours, in a pay period.

#### C. Physician's Certification

After the employee has missed twenty-four (24) hours of work, Human Resources will request a physician's note excusing the RN/LVN absence and release the RN/LVN to return to work. The RN/LVN must keep their managers informed of the need to miss work due to an illness for scheduling purposes.

#### D. Change of Status

When an employee changes from a benefit eligible to a non-benefit eligible status, his/her ESL balance shall be reduced to zero and ESL shall no longer be accrued.

#### E. Rate of Pay

When used, ESL shall be paid at the employee's base hourly wage rate.

F. Termination of Employment

ESL hours are not vested and have no cash value upon termination, including retirement.

G. ESL and/or PTO Integration with Worker's Compensation and/or Disability

Accrued ESL and/or PTO may be used to supplement Worker's Compensation or disability payments in order to receive full salary. Integration of ESL with disability insurance may occur when the employee has a partial or full disability. Accrued ESL will be used first, unless otherwise requested by the employee.

**ARTICLE 31: ATTENDANCE**

- A. Policy Statement: Employee conduct will be monitored to ensure that work rules are adhered to, the laws and regulations are obeyed and patient and visitor safety is strictly enforced.
- B. Attendance: Because of the urgent nature of hospital work, regular attendance and punctuality are essential.
- C. Absence: If any employee is unable to report for work, he/she must notify **their Director/Management Team or House Charge Nurse at least two (2) hours prior to the scheduled start time of their shift. Failure to do so will result in a No Call/No Show.**
- D. When reporting an absence, the expected date of return to work should be given. If unknown, notice will be required each day. An employee who is absent for three (3) consecutive workdays without providing notice will be deemed to have abandoned his/her job and will be considered a voluntary quit.
- E. Unscheduled absences: Absences which are not approved at least twenty-four (24) hours in advance are unscheduled absences. Unscheduled absences will be considered excessive and unacceptable **upon reaching six (6) occurrences** in any twelve (12) month rolling period **for all employees and will result in a verbal warning. Progressive discipline for each occurrence thereafter consistent Article 9 of this MOU and ECRMC Absence and Tardiness Policy.**
- F. Tardiness: Employees are required to report to work on time and remain at their work stations, with the exception of breaks and meal periods, until their shifts are completed. Clocking in one-minute late for the start of a scheduled shift is considered tardy. An employee who arrives late or leaves early in connection with scheduled work times, breaks or meal periods is tardy. An employee that is tardy is subject to disciplinary measures up to and including termination. Tardiness will be considered excessive and unacceptable **upon reaching six (6) occurrences** in any twelve (12) month rolling period **for all employees and will result in a verbal warning. Progressive discipline for each occurrence thereafter consistent Article 9 of this MOU and ECRMC Absence and Tardiness Policy.**

G. Clean Slate: Employer shall convert all unexcused absences to occurrences, where applicable, prior to issuing discipline, within a rolling 12-month period.

H. No Call/No Show: PTO hours may be used if on authorized leave under Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Any No Call/No Show lasting three consecutive shifts is considered job abandonment and will result in immediate termination of employment. No Call/No Show occurrences will be removed from an employee's record on a 12-month rolling period.

Not reporting to work, not calling in a minimum of two (2) hours prior to the beginning of a scheduled shift and not calling to report the absence is a No Call/No Show and is a serious matter, creating increased administrative burdens and emotional upset. Paid Time Off (PTO) hours may be used and may be authorized based on circumstances as approved by Human Resources.

The first instance of a No Call/No Show will result in a final written warning. The second separate offence may result in termination of employment with no additional disciplinary steps. If an employee has already begun the steps of discipline process for attendance when a No Call/No Show occurs, the disciplinary process may be accelerated to the final step. All warnings will be delivered by the direct supervisor, manager or Human Resources as circumstances require. Suspensions and terminations will be administered by Human Resources in collaboration with Management.

I. Steps of Discipline

Steps of discipline shall be in accordance with Article 9 of this agreement.

**ARTICLE 32: D.R.I.V.E. AUTHORIZATION AND DEDUCTION**  
(Democratic Republic Independent Voter Education)

In addition to the terms and conditions contained in the above-referenced collective bargaining agreement between the Employer and the Union, ECRMC and the Union hereby further agree that:

ECRMC agrees to deduct voluntary contributions to D.R.I.V.E. from the paycheck of all nurses who submit authorization cards and are covered by this Agreement. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing RN/LVN that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the RN/LVN earned a wage. ECRMC shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted, along with the name of each RN/LVN on whose behalf a deduction is made, the RNs/LVN's social security number and the amount deducted from the RNs/LVN's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

The Union shall indemnify, defend and hold harmless ECRMC (and the City of El Centro) and its Board Members officials, representatives, and agents against any and all claims, demands, suits,

or other forms of liability (monetary or otherwise) and from all legal costs that shall arise out of or by reason of action taken or not taken by ECRMC regarding this deduction authorization. If an improper deduction is made, the Union shall promptly refund any such amount directly to the RN/LVN.

### **ARTICLE 33: SEPARABILITY & SAVINGS**

If any section, subsection, sentence, clause or phrase of this MOU is for any reason held to be illegal, unlawful, or unconstitutional, such section subsection, sentence, clause or phrase shall become immediately unenforceable. Such holding shall not affect the validity of the remaining portion of the MOU. In such event, and upon the request of either Party to this MOU, the Parties shall meet and confer within thirty (30) calendar days for the purpose of arriving at a mutually satisfactory replacement for such provision.

### **ARTICLE 34: CONCLUSIVENESS OF MOU**

ECRMC and the Union acknowledge that during the negotiations which resulted in this MOU, each Party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of the negotiations process. Therefore, ECRMC and the Union for the term of this MOU, each voluntarily and qualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter whether or not referred to in this MOU, except as otherwise provided herein.

### **(New Article) ARTICLE 35: GWEN (GO WHERE EVENTS NEEDED) FLOAT POOL**

#### **1. Section 1**

- a. The purpose of the GWEN Team is to have nurses available to a department, on a daily basis, as needed. GWEN Team will be assigned to Nursing Administration.

GWEN Nurses should call their assigned Department Manager to report an absence. The process for Call Offs, etc. for all AIP staff are as follows:

- Monday thru Friday 0700 to 1500 call to your Unit Manager.
- After Hours 1500 to 0700, Weekends and Holidays all calls are to House Supervisor.

Courtesy call can be made to the department Charge Nurse but your primary call must be made to management.

GWEN Nurses are required to attend GWEN Team staff meetings and can attend staff meetings in other departments. They are responsible for reviewing their schedule and submitting PTO requests to their manager.

#### **2. Section 2      Bargaining Unit Openings (Article 21, Section 4)**

The provisions of Article 13, Section 4 will apply to GWEN Nurses bidding into new positions.

3. **Section 3**      **Scheduling**

- A. GWEN Nurses will be given a forty-two (42)-day work schedule and will be scheduled accordingly within their job classification.
- B. Vacation scheduling will be done separately for the GWEN Team.
- C. GWEN Nurses will be scheduled in one of the units they are competent/orientated.
- D. GWEN Nurses may exchange or trade days with other GWEN Team nurses who have the same qualifications. Department nurses who exchange days with a GWEN Nurse will be expected to work all departments in the assigned area of the GWEN Nurse.
- E. GWEN Nurses who exchange days with a department nurse will be subject to all department-specific scheduling practices set forth in the Agreement, which would apply to the department nurses.

All trades require management approval based upon:

- 1. Maintaining a sufficient number of scheduled regular unit staff and;
- 2. Any applicable contractual restrictions.

F. Qualified GWEN Team full-time and part-time nurses will be given preference for assignments over Seasonal/Traveler or Per Diem nurses.

4. **Section 4**      **Assignment-Department Reassignment**

- A. GWEN Nurses assigned to a department will be reassigned as needed for safe patient staffing.

5. **Section 5**      **Workforce Reduction (Cancellations)**

GWEN Nurses are cancelled based on GWEN Team needs, according to their job classification and seniority (**Cancellations will be subject to Article 28**). GWEN Nurses who want to be cancelled must inform Department Manager/House Supervisor as outlined in Section 1 of this LOA, of request in writing.

During the staffing process, prior to the beginning of the shift, GWEN Nurses are assigned to departments they are deemed orientated/competent prior to pulling nurses from home departments.

- A. Voluntary cancellation: In the event there is a need to cancel a GWEN Team nurse, the cancellation list will be used for selection based on job classification and seniority.
- B. Involuntary cancellation
  - 1. Prior to the start of the shift:

GWEN Team nurses will be considered within their respective areas in the following order:

- a. 1<sup>st</sup> – A full or part time GWEN Nurse may replace a Seasonal/Traveler nurse to avoid cancellation. Management will seek volunteers for cancellation from other departments in the area prior to involuntary cancellation.
  - b. 2<sup>nd</sup> – A GWEN Nurse may be assigned to the department where a nurse volunteers for cancellation.
  - c. 3<sup>rd</sup> – Order of involuntary cancellation:
    - Staff on overtime
    - Per Diem staff
    - Travelers/seasonal
    - Full and part time rotating junior to senior
2. After the shift begins the following guidelines will be used for cancellations:  
Order of involuntary cancellation:
- Staff on overtime
  - Per Diem staff;
  - Travelers/seasonal
  - Full and part time rotating junior to senior

7. **Section 6**      **Additional Hours and Overtime Hours**

Additional Hours Sign Up Process:

- Request for additional hours or overtime will be entered into API. The following guidelines will be used for granting overtime:

1<sup>st</sup> – Nurses from the department;

2<sup>nd</sup> – GWEN Nurses covering the department;

3<sup>rd</sup> – Per Diem or Seasonal/Traveler nurses who volunteer.

8. **Section 7**      **Training**

GWEN Nurses will be orientated to work in other departments based on need.

Department Specific Orientation familiarizes staff members with their jobs and with the work environment before the staff begins patient care or other activities.

Employee shall be given XX shift(s) of department-specific orientation during which time the employee will be evaluated for competency. Upon completion of department specific



orientation and employee is deemed as oriented, employee will become eligible for the GWEN Team to that specific department. Documentation will be filed with HR.

- It is the responsibility of the RN to determine whether or not he/she is clinically competent to perform nursing care required on the new unit or with the new patient population. If he/she is not clinically competent, the RN may only accept an assignment that is limited to his/her current existing clinical competence.
- When an eligible employee is scheduled to another unit, that employee will be assigned lowest acuity patients or patients for which they have been deemed competent to care for.
- A GWEN RN who is scheduled will not be assigned to team lead for other nursing staff, and may not be assigned as a charge nurse.
- Upon scheduling to another department, the GWEN Nurse will be assigned an RN who has demonstrated competency for that particular unit, as a mentor. This mentor will serve as a resource person for the GWEN Nurse

9. **Departments that qualify for GWEN Team:**

- Med/Surg
- Nursery/Postpartum (couplet)
- Emergency Room
- Intensive care unit
- PACU, Pre-operative, PAT, Endo (Peri Operative)
- Pediatrics
- OR circulator
- Labor and Delivery
- Oncology
- Wound Healing Center
- El Centro, Calexico Clinics

10. **Wage Provision:**

Nurses who apply for and are accepted into this department will be subject to the following pay provisions:

1. 10% Pay Increase on top of current hourly rate for Nurses competent in two (2) departments.
2. 15% Pay Increase on top of current hourly rate for Nurses competent in three (3) or more departments.
3. Pay provision will be in effect while Nurse is employed under the GWEN Department.

**(New Article) ARTICLE 36: NEW EMPLOYEE ORIENTATION**

- A. ECRMC shall provide the Union with ten (10) calendar days advance notice prior to any new employee orientation, when practicable. Notice shall not be reasonably withheld.
- B. The Union may elect to participate in the New Employee Orientation and shall be allotted up to thirty (30) minutes, towards the end of the orientation session, for the opportunity to discuss the rights and obligation created by the contract and the role of representatives and to answer questions the new employee(s) may have.
- C. Union presentations or other participation in orientation shall be by a recognized steward or Union paid staff only. Management representatives will excuse themselves during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with ECRMC activities.
- D. Union participation in the New Employee Orientation relieves ECRMC from providing any information regarding the Union to the new employee as the Union would fulfill that function exclusively during the orientation.

**ARTICLE 37: TERMINATION**

This MOU shall be effective upon ~~adoption~~ July 31, 2022 and shall remain in full force and effect until ~~October 26, 2018~~ July 31, 2025.

The MOU shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred twenty (120) calendar days prior to the expiration date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the expiration date, unless otherwise mutually agreed by the parties.

El Centro Regional Medical Center

Teamsters Local Union 542

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

|

|

[Notes:](#)

DRAFT

## **APPENDIX A: SIDE LETTER OF AGREEMENT**

Union and ECRMC agree to maintain current established wage rate scale for years of experience (Appendix A) for the life of the agreement. If ECRMC requests to change established scale, ECRMC agrees to adjust all affected employees accordingly.

## **APPENDIX B: UNIFORM ALLOWANCE**

El Centro Regional Medical Center bargaining unit members are required to wear approved uniforms. RN's/LVN's performing clinical (patient care-related) duties will wear uniforms consistent with community standards. Uniform types and colors will be determined by ECRMC. Approved uniform types are as follows:

- Scrub-type tops and pants (usually worn by Nurses, Central Supply Technicians, Nursing Assistants, etc.)
- Polo Shirts (Plain or with ECRMC Logo)

Supervisors/HR Staff will ensure employees are aware of the prescribed uniform. Staff who are not in proper uniforms will be informed of the uniform requirements.

ECRMC agrees to purchase, for all bargaining unit members, in initial three (3) sets of uniforms per fiscal year. Uniform allowance will be up to two hundred dollars (\$200.00) per year, starting from the first day of the month of his/her employment through the end of the fiscal year.

Hospital will have the option to provide three sets of uniform scrubs annually or reimburse the members upon receiving receipt of purchase, turned in to the Human Resources department.

For departments where uniforms are provided to the employees, due to hospital department requirements, ECRMC will continue to provide such uniforms, without incurring reimbursement allowance as provided for in this article.

## **Side Letter of Agreement; Article 26: Educational Programs**

### **Section D – Advanced Degree Bonus:**

- a. Any new employee hired after August 1, 2016, with a BSN degree, shall be entitled to a one-time \$3000 bonus to be paid in two yearly installments as follows: The first payment will be paid upon completion of twelve (12) month of service with El Centro Regional Medical Center (ECRMC); the second payment will be paid upon completion of 24 months of service with ECRMC.
- b. Any new employee hired after August 1, 2016, with a MSN degree, shall receive a one-time \$1400 bonus to be paid in two yearly installments as follows: The first payment will be paid upon completion of twelve (12) month of service with El Centro Regional Medical Center (ECRMC); the second payment will be paid upon completion of 24 months of service with ECRMC.

c. Yearly Bonus Payment Breakdown:

***BSN Degree -***

At 12 months employment: \$1500

At 24 months employment: \$1500

***MSN Degree –***

At 12 months employment: \$700

At 12 months employment: \$700

- d. The bonus payments will be paid only upon completion of the 12 months employment and 24 months employment. There will be no pro-rata payments should the employee not complete the required months of service.

DRAFT

Appendix C:

(New Wage Scale will be introduced on this page)

DRAFT

RESOLUTION NO. ECRMC 22-11  
RESOLUTION OF THE BOARD OF TRUSTEES OF EL CENTRO  
REGIONAL MEDICAL CENTER APPROVING THE  
MEMORANDUM OF UNDERSTANDING FOR ECRMC RN/  
LVN GROUP BETWEEN EL CENTRO REGIONAL MEDICAL  
CENTER AND TEAMSTERS LOCAL UNION 542

WHEREAS, it is in the best interest of El Centro Regional Medical Center to approve the Memorandum of Understanding for the RN/LVN Group negotiated between El Centro Regional Medical Center and Teamsters Local Union 542.

THEREFORE, THE BOARD OF TRUSTEES OF EL CENTRO REGIONAL MEDICAL CENTER DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true and correct and adopted hereby.
2. That the Board authorized the approval of the Memorandum of Understanding between El Centro Regional Medical Center and Teamsters Local Union 542 dated July 31, 2022 through July 30, 2025.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of El Centro Regional Medical Center held on the 13<sup>th</sup> day of December 2022.

EL CENTRO REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
Pending, President

ATTEST:

By: \_\_\_\_\_  
Pending, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF IMPERIAL   ) ss  
CITY OF EL CENTRO       )

I, Belen Gonzalez, Board Executive Secretary of El Centro Regional Medical Center, El Centro, California, do hereby certify that the foregoing Resolution No. ECRMC 22-11 was duly and regularly adopted at a regular meeting of the El Centro Regional Medical Center, held on the 13<sup>th</sup> day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By: \_\_\_\_\_  
Belen Gonzalez, Board Executive Secretary





**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Mohammed Al-Jasim, M.D., Chief of staff  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Surgery Department Privilege Delineation forms – Updated, Revised:

- 1) Ophthalmology
- 2) Orthopedic Surgery
- 3) General Surgery

**BUDGET IMPACT:**

- A. Does the action impact/affect financial resources?  
B. If yes, what is the impact amount: \_\_\_\_\_

X Does not Apply  
\_\_\_ Yes \_\_\_ No

**BACKGROUND:** The recommendations from the Medical Executive Committee (MEC), made at their meeting of December 08, 2022, are presented for consideration and final approval by the Board of Trustees.

**DISCUSSION:** Following review and discussion by the clinical department and the Medical Executive Committee, Approval was recommended for the updated and revised Privilege Delineation forms as noted for specialties of Ophthalmology, Orthopedic Surgery, and General Surgery.

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Revised Privilege Delineation forms, Ophthalmology, Orthopedic Surgery, and General Surgery.

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

**SURGERY DEPARTMENT  
OPHTHALMOLOGY PRIVILEGE DELINEATION**

**[Draft 2 – 11/2022]**

NAME OF PRACTITIONER	
BOARD CERTIFICATION(S)/ EXPIRATION DATE(S)	

**PRIVILEGES GOOD THROUGH:** \_\_\_\_\_

Please check the box if you are also requesting privileges to work in the Outpatient Clinic setting.

*All applicants have the burden of producing information deemed adequate by the medical staff for a proper evaluation of current competence and other qualifications, and for resolving any doubts.*

**GENERAL QUALIFICATIONS/CRITERIA —~~LEVEL 1~~**

**QUALIFICATIONS**

**Initial Granting:** All Practitioners requesting ~~Level 1~~ privileges must:

- 1) Provide proof of completion of a formal training program in an accredited ophthalmology residency program as defined by the specialty,
- 2) Be Board Certified by American Board of Medical Specialties (ABMS), or the American Osteopathic Association Certification Board (AOA). If not presently board certified, progressing towards board certification, and must become board certified within 7-years of residency graduation, or 5-years of initial appointment at ECRMC. (*See Medical Staff Bylaws, Board Certification requirement.*)  
~~have completed a formal training in an accredited surgical residency program as defined by the appropriate specialty board, and have had current unrestricted surgical privileges at a Joint Commission approved hospital for a minimum of ten (10) years, and remained in good standing at the institution of record.~~
- 3) **Must be able to demonstrate evidence of current competency by continued performance of surgical cases in the past 2-years. Types of procedures performed to reflect a sampling of the privileges requested. (Also see *Additional Privileging Criteria, page 5.*)**
  - **Definition: Acceptable documentation/evidence of current competency: Patient activity log from training or other hospital where you are practicing, listing types and number of procedures performed, to reflect a sampling of the privileges requested.**
- 4) **Applicant must satisfactorily meet the Initial FPPE Proctoring requirements:**
  - **100% of the required number of cases may be submitted by reciprocal proctoring from another accredited hospital, (must be accredited by a CMS approved accrediting agency: TJC, DNV, HFAP, URAC).**
  - **Additionally, a minimum of two (2) cases performed at ECRMC, will also be proctored by the Department Chair or designee.**
  - **For those who cannot provide reciprocal proctoring documentation, the Department Chairman, or designee, shall follow the Initial FPPE/Proctoring process, as detailed on the last page of this document, *Additional Privileging Criteria.***

**Reappointment/Regranting.** All practitioners requesting reappointment at 2-years:

- 1) **Must be able to demonstrate evidence of current competency by continued performance of surgical cases in the past 2-years, to reflect a sampling of the privileges requested.**

**NOTE:** Asterisked (\*) procedures require physician to meet **Additional Privileging Criteria**, detailed on last page of this document.

**QUALIFICATIONS ADVANCED PRIVILEGES —~~LEVEL 2~~**

All Practitioners requesting Advanced privileges must have:

- 1) **Meet general qualifications as noted above;**
- 2) For procedures developed after completion of approved training program, the applicant must:
  - a) Provide documentation of the additional training, in a recognized, accredited program; and,
  - b) Can demonstrate experience and current competency in the privileges sought; and,
  - c) Applicant must satisfactorily **meet the** ~~complete required~~ **FPPE/Proctoring requirements.**

NAME OF PRACTITIONER			
REQUEST (✓)	<b>PRIVILEGE</b>	APPROVE PRIVILEGE [Proctor Required]	ADDITIONAL DOCUMENTATI ON REQUIRED

General			
	Admit, Evaluate, Diagnose, Treat Patients within Scope of Specialty		
	Perform History and Physical		
	Consultation within scope of practice and expertise		
	Routine Diagnostic Studies		
	Prescribe Routine Medications		
	Moderate / Deep Sedation <i>(Must meet established criteria)</i>		
<input type="checkbox"/>	Adult	<input type="checkbox"/>	
<input type="checkbox"/>	Pediatric	<input type="checkbox"/>	

OPHTHALMOLOGY
---------------

**Scope of Practice: Order diagnostic studies and procedures for, and perform surgical and nonsurgical procedures on patients of all ages with ocular and visual disorders, including those of the eye and its component structures, the eyelids, the orbit, and the visual pathways. May provide care to patients in the intensive care setting in conformance with medical staff and hospital policies. Assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff policy and hospital regarding emergency and consultative call services. The privileges in this specialty include, but not limited to the procedures in the following procedures list and such other procedures that are extensions of the same techniques and skills:**

	<b><u>ANTERIOR CHAMBER, IRIS, LENS, CILIARY BODY</u></b>		
	Cataract extraction, any method		
	Diagnosis or therapeutic AC tap		
	Discission or removal of after-cataract		
	Evacuation of AC clot		
	Excision or biopsy of lesion		
	Glaucoma fistulization procedures		
	Iridotomy or iridectomy		
	Lysis of adhesions		
	Primary or secondary IOL insertion		
	Removal implanted material		
	Repair of iris or ciliary body		
	Revision of Repair or wounds		
	<b><u>CORNEA AND CONJUNCTIVA</u></b>		
	Conjunctival Flap		
	Conjunctivoplasty		
	Excision of pteryguim		
	Excision , biopsy, or destruction of lesion		
	Penetrating or lamellar keratoplasty		
	Radial/astigmatic keratotomy		
	Removal of superficial/embedded foreign bodies		
	Repair of laceration, conjunctiva or cornea		

DEPARTMENT OF SURGERY - OPHTHALMOLOGY PRIVILEGE DELINEATION

NAME OF PRACTITIONER			
REQUEST (✓)	PRIVILEGE	APPROVE PRIVILEGE [Proctor Required]	ADDITIONAL DOCUMENTATI ON REQUIRED
	<b><u>EYE LID</u></b> Blepharotomy/drainage of abscess		
	Blepharoplasty		
	Canthoplasty		
	Excision of Chalazion		
	Excision/biopsy of eyelid lesion		
	Plastic reconstruction-minor (e.g., tinsel flap)		
	Repair of Blepharoptosis or lid retraction		
	Repair of entropion/ectropion		
	Tarsorrhaphy		
	<b><u>EXTRAOCULAR</u></b> Biopsy or repair of extraocular muscles		
	Strabismus Surgery		
	<b><u>GLOBE</u></b> Exploration of globe		
	Repair of scleral or corneal laceration		
	Scleral reinforcement (anterior)		
	<b><u>LACRIMAL</u></b> Dilatation, probe, irrigation		
	Canicular Intubation		
	Excision/biopsy lacrimal gland		
	Lacrimal fistulization procedure (e.g., DCR)		
	<b><u>ORBIT</u></b> Enucleation with/without implant		
	Evisceration with/without implant		
	Exploration & repair blowout fracture		
	Orbitotomy, anterior with exploration or removal of tumor or foreign body, drainage of abscess, without bone flap		
	Trans conjunctival biopsy or excision of lesion		
	<b><u>RETINA - VITREOUS</u></b> Anterior vitrectomy		

DEPARTMENT OF SURGERY - OPHTHALMOLOGY PRIVILEGE DELINEATION

NAME OF PRACTITIONER			
REQUEST (✓)	<b>PRIVILEGE</b>	APPROVE PRIVILEGE [Proctor Required]	ADDITIONAL DOCUMENTATI ON REQUIRED

RETINA , continued			
	Removal of encircling element		
	Excision or biopsy of lesion from face		
	Harvest of donor eyes		
	Harvest of skin graft from neck, face, ear		
	Repair of brow ptosis		

**\*ADVANCED PRIVILEGES (See Additional Privileging Criteria)**

	<u>LASER SURGERY (Yag)</u> Laser of anterior segment lesions including vitreous bands, membranes, posterior capsulotomy, etc.		
	Laser glaucoma procedures including iridotomy, any modality		
	<u>RETINA – VITREOUS</u> *Repair retinal detachment including scleral buckling		
	*Posterior vitrectomy pars plana approach		

I have carefully reviewed this privilege delineation form and by requesting the above privileges, I certify that I have had the necessary training to perform the privileges I have requested. I understand that some privileges require additional evidence of current competency and/or training and a request for such privileges will not be considered unless acceptable documentation is submitted with request. I understand that I have the burden of producing information deemed adequate by the medical staff for a proper evaluation of current competency and other qualifications, and for resolving any doubts.

SIGNATURE OF APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVALS:**

All privileges delineated have been individually considered and have been recommended based upon the Physician’s specialty, licensure, specific training, experience, health, current competence and peer recommendations. Applicant may perform privileges and procedures as indicated:

EXCEPTIONS/LIMITATIONS:  NONE  INITIAL PROCTORING REQUIRED  OTHER: \_\_\_\_\_

Department Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Medical Executive Committee

Date: \_\_\_\_\_

Board of Trustees

Date: \_\_\_\_\_

NAME OF PRACTITIONER			
REQUEST (✓)	<b>PRIVILEGE</b>	APPROVE PRIVILEGE [Proctor Required]	ADDITIONAL DOCUMENTATI ON REQUIRED

**ADDITIONAL PRIVILEGING CRITERIA**

HIGH RISK PROBLEM PRONE PROCEDURES/ PRIVILEGES:	TRAINING REQUIRED	EXPERIENCE		PROCTORING Yes/No
		INITIAL # Performed in past 2 years for <b>initial granting Privileges</b>	REGRANTING # performed In Past 2 Years	
Moderate and Deep Sedation/Analgesia Adult/Pediatric	<b>Satisfactory</b> completion of <b>Moderate Sedation Test</b>	4 cases total combined for adult and pediatric	4	No
*Radial/astigmatic keratotomy	(1) ABMS Board Certified in Ophthalmology; (2) Demonstrate evidence of current competency by continued performance of procedure in the past 2 years.	<b>[N] for initial granting</b>	<b>[N] for regranting</b>	Yes <b>Reciprocal and/or 2 Cases</b>
*Repair retinal detachment including scleral buckling and posterior vitrectomy, pars plana approach	(1) ABMS Board Certified in Ophthalmology; (2) Demonstrate evidence of current competency by continued performance of procedure in the past 2 years.	<b>[5] for initial granting</b>	<b>5</b>	Yes <b>Reciprocal and/or 2 Cases</b>

El Centro Regional Medical Center  
 MEDICAL STAFF  
**SURGERY DEPARTMENT**  
**ORTHOPEDIC PRIVILEGE DELINEATION**

[Draft 2 – 11/2022]

NAME OF PRACTITIONER	
BOARD CERTIFICATION(S)/ EXPIRATION DATE(S)	

**PRIVILEGES GOOD THROUGH:** \_\_\_\_\_

Check the box if you are also requesting privileges to work in the Outpatient Clinic setting.

*All applicants have the burden of producing information deemed adequate by the medical staff for a proper evaluation of current competence and other qualifications, and for resolving any doubts.*

**GENERAL QUALIFICATIONS/CRITERIA —LEVEL 1**

**QUALIFICATIONS**

▪ **Initial Granting:** All Practitioners requesting privileges must:

- 1) Provide proof of completion of a formal training program in an accredited ORTHOPEDIC residency program as defined by the specialty,
- 2) Must be Board Certified by American Board of Medical Specialties (ABMS), or the American Osteopathic Association Certification Board (AOA). If not presently board certified, applicant is progressing towards board certification, and must become board certified within 7-years of residency graduation, or 5-years of initial appointment at ECRMC. *(See Medical Staff Bylaws, Board Certification requirement.)*
- 3) **Must be able to demonstrate evidence of current competency by continued performance of surgical cases in the past 2-years. Types of procedures performed to reflect a sampling of the privileges requested. (See specific privileges for more detail.)**
  - **Definition: Acceptable documentation/evidence of current competency: Patient activity log from training or other hospital where you are practicing, listing types and number of procedures performed, to reflect a sampling of the privileges requested.**
- 1) **Applicant must satisfactorily meet the Initial FPPE Proctoring requirements:**
  - **100% of the required number of cases may be submitted by reciprocal proctoring from another accredited hospital, (must be accredited by a CMS approved accrediting agency: TJC, DNV, HFAP, URAC).**
  - **Additionally, a minimum of two (2) cases performed at ECRMC, will also be proctored by the Department Chair or designee.**
  - **For those who cannot provide reciprocal proctoring documentation, the Department Chairman, or designee, shall follow the Initial FPPE/Proctoring process, as detailed on the last page of this document, Additional Privileging Criteria.**

**Reappointment/Regranting.** All practitioners requesting reappointment at 2-years:

- 1) **Must be able to demonstrate evidence of current competency by continued performance of surgical cases in the past 2-years, to reflect a sampling of the privileges requested.**

**NOTE:** Asterisked (\*) procedures require physician to meet additional privileging criteria, as detailed in this document.

**\*QUALIFICATIONS ADVANCED PRIVILEGES**

All Practitioners requesting Advanced privileges must:

- 1) **Meet general qualifications as noted above;**
- 2) For procedures developed after completion of approved training program, the applicant must:
  - a) Provide documentation of the additional training, in a recognized, accredited program; and,
  - b) Can demonstrate experience and current competency in the privileges requested, and,
  - c) Applicant must satisfactorily **meet the FPPE/Proctoring requirements.**

NAME OF PRACTITIONER			
REQUEST  (✓)	PRIVILEGE	APPROVE PRIVILEGE [FPPE Required]	ADDITIONAL DOCUMENTATION REQUIRED

	Admit, Evaluate, Diagnose, Treat Patients within Scope of Specialty		
	Perform History and Physical		
	Consultation within scope of practice and expertise		
	Routine Diagnostic Studies		
	Prescribe Routine Medications		
	Fluoroscopy Privilege <i>(Must have current State Certificate)</i>		
<input type="checkbox"/>	Moderate / Deep Sedation <i>(Must meet established criteria)</i>	<input type="checkbox"/>	
<input type="checkbox"/>	Adult	<input type="checkbox"/>	
<input type="checkbox"/>	Pediatric	<input type="checkbox"/>	

**ORTHOPEDIC SURGERY**

**Scope of Practice: Provide care to patients to correct or treat various conditions, illnesses, and injuries to the extremities, spine, and associated structures by medical, surgical and physical means, including but not limited to congenital deformities, trauma, infections, tumors, metabolic disturbances of the musculoskeletal system, deformities, injuries, and degenerative diseases of the spine, hands, feet, knees, hips, shoulders, and elbows, including primary and secondary muscular problems and the effect of central or peripheral nervous system lesions of the musculoskeletal system. May provide care to patients in the Intensive care setting in conformance with medical staff and hospital policies. Includes the ability to assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff and hospital policy regarding emergency and consultative call services. Privileges in this specialty include, but not limited to, the procedures noted below, and other such procedures that are extension of the same techniques and skills.**

**ORTHOPEDIC SURGERY PRIVILEGE**

	<b><u>AMPUTATIONS</u></b>		
	Lower Extremity		
	Upper Extremity		
	<b><u>ARTHROSCOPY</u></b>		
	Ankle		
	Elbow		
	Knee		
	Shoulder		
	Wrist		
	<b><u>DRAINAGE OF</u></b>		
	Abscess		
	Hematoma		
	Removal of Orthopedic Hardware		
	<b><u>FRACTURES- CLOSED REDUCTION</u></b>		
	Upper Extremity		
	Lower Extremity		
	<b><u>NERVE</u></b>		
	Neurolysis		
	Primary Repair		
	Transplant/Graft – *In Consultation with individual Privileged in microsurgery only		



NAME OF PRACTITIONER			
REQUEST  (✓)	<b>PRIVILEGE</b>	APPROVE PRIVILEGE [FPPE Required]	ADDITIONAL DOCUMENTATION REQUIRED

	<b><u>OPEN REDUCTION/INTERNAL FIXATION</u></b>		
	Arthrodesis		
	Arthrotomy		
	Bone Biopsy		
	Bone Grafts/Obtaining Grafts		
	Lower Extremity and Pelvis		
	Resection of Bone		
	Stabilization Procedure for Chronic, Recurring Dislocations/Subluxations		
	Upper Extremity		
	<b><u>OTHER</u></b>		
	Arthroplasty – large and small joints (Joint replacement includes hip, knee, shoulder)		
	<b><u>RELEASE</u></b>		
	Bunionectomy		
	Carpal Tunnel		
	Cast Application		
	Cubital Tunnel		
	Ganglionectomy		
	Lesser Toe Reconstruction		
	<b><u>SKIN GRAFT/WOUND CARE</u></b>		
	Full Thickness Graft		
	Pedicle or Flap Graft		
	Split Thickness Graft		
	<b><u>TENDON</u></b>		
	Graft		
	Lengthening		
	Repair		
	Tenolysis		
	Transplant		

**\*ADVANCED PRIVILEGES (Documentation to support request must be submitted for consideration. See Privileging Criteria)**

	<b><u>Hand/Upper Extremity</u></b>		
	Endoscopic carpal tunnel release		
	<b><u>Closed Reduction/ Fracture/Dislocations</u></b>		
	Cervical		
	Thoracic		
	Lumbar		

NAME OF PRACTITIONER			
REQUEST (✓)	PRIVILEGE	APPROVE PRIVILEGE [FPPE Required]	ADDITIONAL DOCUMENTATION REQUIRED
	<u>Lumbar</u> Laminectomy		
	Discectomy		
	Fusion		
	Instrumentation		
	<u>Open Reduction with Internal Fixation</u>		
	Cervical		
	Thoracic		
	Lumbar		
	<u>Spine Cervical</u>		
	Laminectomy		
	Discectomy		
	Fusion		
	Instrumentation		
	<u>Thoracic</u>		
	Laminectomy		
	Discectomy		
	Fusion		
	Instrumentation		

I have carefully reviewed this privilege delineation form and by requesting the above privileges, I certify that I have had the necessary training to perform the privileges I have requested. I understand that some privileges require additional evidence of current competency and/or training and a request for such privileges will not be considered unless acceptable documentation is submitted with request. I understand that I have the burden of producing information deemed adequate by the medical staff for a proper evaluation of current competency and other qualifications, and for resolving any doubts.

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVALS:**

All privileges delineated have been individually considered and have been recommended based upon the Physician’s specialty, licensure, specific training, experience, health, current competence and peer recommendations. Applicant may perform privileges and procedures as indicated:

**EXCEPTIONS/LIMITATIONS:**  NONE  INITIAL PROCTORING REQUIRED  OTHER: \_\_\_\_\_

Department Chair: \_\_\_\_\_ Date: \_\_\_\_\_

Medical Executive Committee Date: \_\_\_\_\_

Board of Trustees Date: \_\_\_\_\_

NAME OF PRACTITIONER			
REQUEST  (✓)	<b>PRIVILEGE</b>	APPROVE PRIVILEGE [FPPE Required]	ADDITIONAL DOCUMENTATION REQUIRED

**ADDITIONAL PRIVILEGING CRITERIA**

Privilege/Procedure	QUALIFICATIONS - See Page 1 of this document.	EXPERIENCE		PROCTORING REQUIRED
		# Performed in past 2-years to Qualify for initial Granting of Privileges	# Performed In Past 2 Years to Qualify for Regranting of Privileges	All proctoring: 100% reciprocal accepted, if unable to provide documentation, minimum of 2 cases will be proctored to reflect a sampling of privileges granted. (See page 1 for additional detail)
Moderate and Deep Sedation/Analgesia Adult/Pediatric	Satisfactory completion of Moderate/Deep Sedation privileging criteria..	4 cases total combined for adult and pediatric	4	<b>No</b>
Fluoroscopy associated with procedures performed	Requires a current state of California fluoroscopy permit. Please attach.	0	0	<b>No</b>
Orthopedic Surgery Privileges	See QUALIFICATIONS, page 1 of document	25	25	<b>YES, as noted above</b>
HAND/UPPER EXTREMITY: Endoscopic Carpal Tunnel Release	Provide documentation of the additional training from an approved training program and/or certification as applicable	20	20	<b>YES, as noted above</b>
“ADVANCED” Privileges	Must demonstrate experience and current competency in the privileges being requested, a sampling of.	20	20	<b>YES, as noted above</b>

El Centro Regional Medical Center  
 MEDICAL STAFF  
**SURGERY DEPARTMENT**  
**GENERAL SURGERY**  
**PRIVILEGE DELINEATION**

**[Draft 4 – 11/2022]**

NAME OF PRACTITIONER	
BOARD CERTIFICATION(S)/ EXPIRATION DATE(S)	

**PRIVILEGES GOOD THROUGH:** \_\_\_\_\_

Please check the box if you are also requesting privileges to work in the Outpatient Clinic setting.

*All applicants have the burden of producing information deemed adequate by the medical staff for a proper evaluation of current competence and other qualifications, and for resolving any doubts.*

**GENERAL QUALIFICATIONS/CRITERIA —LEVEL 1**

**Initial Granting.** All Practitioners requesting privileges must have:

- 1) Board certification by an American Surgical specialty board approved by the American Board of Medical Specialties (ABMS) or the AOA's Bureau of Osteopathic Specialists; or
- 2) Completion of a formal training program in an accredited surgical residency program as defined by the appropriate specialty, but whose board requires a period of practice before admitting him or her to its examination, or must complete his or board certification within five (5) years **of initial appointment to the medical staff of ECRMC.**
- 3) **Must be able to demonstrate evidence of current competency by continued performance of surgical cases in the past 2 years.**
  - **Acceptable documentation/evidence of current competency: Patient activity log from training or other hospital where you are practicing, listing types and number of procedures performed, to reflect a sampling of the privileges requested. (See last page of this document Additional Privileging Criteria.)**
- 4) **Applicant must satisfactorily meet the Initial FPPE Proctoring requirements:**
  - **100% of the required number of cases may be submitted by reciprocal proctoring from another accredited hospital, (must be accredited by a CMS approved accrediting agency: TJC, DNV, HFAP, URAC).**
  - **Additionally, a minimum of two (2) cases performed at ECRMC, will also be proctored by the Department Chair or designee.**
  - **For those who cannot provide reciprocal proctoring documentation, the Department Chairman, or designee, shall follow the Initial FPPE/Proctoring process, as detailed on the last page of this document, Additional Privileging Criteria.**

**Reappointment/Regranting.** All practitioners requesting reappointment at 2-years:

- 1) **Must be able to demonstrate evidence of current competency by continued performance of surgical cases in the past 2-years, to reflect a sampling of the privileges requested.**
  - **Acceptable documentation: As detailed above, #3.**

**QUALIFICATIONS/CRITERIA  
 ADVANCED & SPECIAL PROCEDURES —LEVEL 2**

**Advanced & Special Procedures:** All Practitioners requesting Advanced and/or Special Subspecialty privileges must have:

- 1) ~~Level 1~~ **Meet General Qualifications as noted above** ~~Privileges.~~
- 2) For technologies, procedures developed after completion of approved training program, the applicant must:
  - a) Provide documentation of the additional training, in a recognized, accredited program; and,
  - b) Can demonstrate experience and current competency in the privileges requesting; and,
  - c) Applicant must satisfactorily **meet the** ~~complete required~~ **FPPE/Proctoring requirements.**
- d) **Asterisked (\*) procedures require physician to meet privileging criteria** ~~in Privileging Manual~~

NAME OF PRACTITIONER	
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<b>REQUEST</b>	<b>PRIVILEGE</b>	<b>APPROVE PRIVILEGE</b> [FPPE Required]	<b>Additional Documentaton</b> Required
(✓)			

	Admit, Evaluate, Diagnose, Treat Patients within Scope of Specialty		
	Perform History and Physical		
	Consultation within scope of practice and expertise		
	Routine Diagnostic Studies		
	Prescribe Routine Medications		
	Fluoroscopy Privilege <i>(Must have current State Certificate)</i>		
<input type="checkbox"/>	Moderate / Deep Sedation <i>(Must meet established criteria)</i>	<input type="checkbox"/>	
<input type="checkbox"/>	Adult	<input type="checkbox"/>	
<input type="checkbox"/>	Pediatric	<input type="checkbox"/>	

**GENERAL SURGERY**

**Scope of Practice: Provide pre-, intra-, and post-operative care and perform surgical procedures for patients of all ages to correct or treat various conditions, diseases, disorders, and injuries to the alimentary tract; skin, soft tissues, and breast; endocrine system; head and neck, surgical oncology, trauma, and nonoperative trauma; and the vascular system. May provide care to patients in the intensive care setting in conformance with medical staff and hospital policies. Assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff and hospital policy regarding emergency and consultative call services. The privileges in this specialty include, but not limited to the procedures in the following procedures list and such other procedures that are extensions of the same techniques and skills.**

	<b>Abdominal</b>		
	Adrenalectomy		
	Anastomosis, repair and other operations on small intestine		
	Appendectomy		
	Biliary Tract Reconstruction		
	Colon Resection/anastomosis		
	Drainage Procedures for relief of ascites		
	Enteric fistula repair, major		
	Gallbladder, Biliary Tract Bile Ducts, Hepatic Ducts, (excluding Biliary Tract Reconstruction) - OPEN Procedures		
	Gastric Resection		
	Gastro-duodenal Surgery		
	Hepatic Lobectomy		
	Laparotomy - For diagnostic or exploratory purposes or for management of intra-abdominal sepsis.		
	*Pancreatectomy, total or partial		
	Pancreatic pseudocysts, Treatment of		
	Small & Large bowel operative procedures – OPEN		
	Surgery of Abdominal Wall includes management of Hernias, Hydrocelectomy, Orchiopexy, Vasectomy, and Orchiectomy in association with Hernia repair - OPEN		
	Surgery of the Spleen and associated lymphatic structures, includes staging procedures for Lymphoma, and other forms of malignant disease		
	Vagotomy		

NAME OF PRACTITIONER	
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<b>REQUEST</b>	<b>PRIVILEGE</b>	<b>APPROVE PRIVILEGE</b> [FPPE Required]	<b>THIS SECTION COMPLETED BY CHAIRMAN</b> Additional Documentaton Required
(✓)			

General Surgery, continued			
	<b>Breast</b>		
	Consult & Advise patients & staff on diagnosis and management of breast disorder		
	Partial mastectomy, excision of lesion		
	Mastectomy, Modified Radical		
	Mastectomy, Radical		
	Mastectomy, Simple		
	<b>Head, Neck and Esophageal</b>		
	Evaluate & Consult on appropriate management of thyroid lesions		
	Evaluation and treatment of neck masses including biopsy		
	*Radical neck dissection		
	*Surgery of oral cavity soft tissues, includes partial glossectomy and management of localized tumors		
	*Surgery of the cervico thoraco-abdominal esophagus		
	Thyroid and parathyroid surgery		
	Tracheostomy		
	<b>Rectal</b>		
	Fissure & Fistula Procedures		
	Hemorrhoidectomy		
	Local excision of rectal or perirectal lesion		
	Operations of pilonidal sinus/cyst		
	Proctectomy, including abdominoperineal approach		
	Repair and plastic operation, rectum & anus		
	<b>Thoracic</b>		
	*Bronchoscopy		
	Diaphragmatic hernia repair		
	*Esophagoscopy		
	Esophageal repair or resection		
	Insertion of chest tube		
	Repair of chest wall deformities		
	Rib resection		
	Thoracotomy		
	- Control of hemorrhage		
	- Decortication		
	- Excision of mediastinal tumor or cyst		
	- Exploration		
	- Mediastinoscopy		
	- Pulmonary resection		
	- *Thoracostomy		
	*Pericardiocentesis		
	Pericardiectomy		
	*Pacemaker Insertion		
	Repair of Thoracic aortic injury or aneurysm		

DEPARTMENT OF SURGERY - GENERAL SURGERY PRIVILEGE DELINEATION

NAME OF PRACTITIONER	
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<b>REQUEST</b>	<b>PRIVILEGE</b>	<b>APPROVE PRIVILEGE</b> [FPPE Required]	<b>Additional Documentaton</b> Required
(✓)			

**THIS SECTION COMPLETED BY CHAIRMAN**

	<b>Management of:</b> Bowel obstruction, observation and conservative treatment		
	Chest and Neck Trauma, Chest Tubes		
	Fluid, Electrolyte problems; acid base problems		
	Hyperalimantation		
	Intra-abdominal Trauma, including injury observation, paracentesis, lavage		
	Septic Shock		
	Transfusion Reaction		
	<b>Other:</b> Amputations, lower extremity		
	Catheterization-Central Venous Monitoring		
	Decompressive Procedures for portal hypertension including porta caval shunting procedures		
	Management of all forms of soft tissue tumors, inflammations, infections		
	*Radical regional lymph node dissections, excluding radical neck dissection		
	Sentinel Node Identification		
	Surgery for peripheral venous disease, including excision and grafting of stasis ulcers		
	Thoracentesis		
	Tracheostomy		
	Vascular access surgery		
	Vena cava clipping procedures, transabdominal		
	Vena cava filter interruption		

<b>*ADVANCED PRIVILEGES (See Additional Privileging Criteria, last page.)</b>			
	<b>Laparoscopic</b> Diagnostic Laparoscopy		
	Laparoscopic Appendectomy		
	Laparoscopic Cholecystectomy		
	*Laparoscopic Bowel Procedures		
	*Laparoscopic Inguinal Hernia Repair		
	*Laparoscopic Nissen Fundoplication		
	Laparoscopic Ventral Hernia Repair		
	Laparoscopic Repair of Gastric and/or Duodenal Ulcer		
	Hand-Assisted Laparoscopic Surgery (Bowel)		
	*Robotic Surgery (See additional criteria)		

NAME OF PRACTITIONER	
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REQUEST  (✓)	<b>PRIVILEGE</b>	<b>THIS SECTION COMPLETED BY CHAIRMAN</b> APPROVE PRIVILEGE [FPPE Required]	Additional Documentaton Required
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**\*SPECIAL PROCEDURES**

**Qualifying Criteria for ALL procedures listed below:**  
**(1)** If training completed within past 5-years: Must submit documented evidence of training, AND performance, to include number of procedures performed.  
**(2)** ALL other applicants: Must submit documented evidence of current competency, to include number procedures performed in the past two (2) years. Data submitted to include those procedures noted below that are being requested.

	Elective Cardioversion		
	Endotracheal Intubation		
	Fiberoptic Bronchoscopy		
	Flexible Sigmoidoscopy		
	Insertion Of Central Lines		
	<del>Interpretation &amp; Supervision Of Non-Invasive Cardiovascular Procedures (e.g., Echocardiography)</del>		
	Lower GI Endoscopy		
	<del>Lumbar Puncture</del>		
	Lung Needle Biopsy (Closed)		
	Percutaneous Enterogastrostomy		
	<del>Pleural Biopsy</del>		
	<del>Swan-Ganz Catheter</del>		
	<del>Transbronchial Biopsy</del>		
	Transtrachael Aspiration		
	<del>Transvenous Pacemaker</del>		
	Upper GI Endoscopy		
	Ventilator Management		

**\*ADDITIONAL PRIVILEGES – Please WRITE-IN any procedures not listed, that you are requesting. Documentation of training and current competency must be submitted with request in order for privilege to be considered.**


I have carefully reviewed this privilege delineation form and by requesting the above privileges, I certify that I have had the necessary training to perform the privileges I have requested. I understand that some privileges require additional evidence of current competency and/oror training and a request for such privileges will not be considered unless acceptable documentation is submitted with request. I understand that I have the burden of producing information deemed adequate by the medical staff for a proper evaluation of current competency and other qualifications, and for resolving any doubts.

SIGNATURE OF APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_



NAME OF PRACTITIONER	
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REQUEST (✓)	<b>PRIVILEGE</b>	<b>THIS SECTION COMPLETED BY CHAIRMAN</b> APPROVE PRIVILEGE [FPPE Required]	Additional Documentaton Required
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***This Section completed by Department Chair***

**APPROVALS:**

All privileges delineated have been individually considered and have been recommended based upon the Physician’s specialty, licensure, specific training, experience, health, current competence and peer recommendations. Applicant may perform privileges and procedures as indicated:

**EXCEPTIONS/LIMITATIONS:**    NONE    INITIAL FPPE PROCTORING REQUIRED    OTHER: \_\_\_\_\_

Department Chair: _____	Date: _____
Medical Executive Committee	Date: _____
Board of Trustees	Date: _____

NAME OF PRACTITIONER	
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<b>REQUEST</b> (✓)	<b>PRIVILEGE</b>	<b>THIS SECTION COMPLETED BY CHAIRMAN</b> APPROVE PRIVILEGE [FPPE Required] Additional Documentaton Required
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### ADDITIONAL PRIVILEGING CRITERIA

PROCEDURES/ PRIVILEGES:	TRAINING REQUIRED: (1) Board Certification by the ABMS or AOA, in Surgical Specialty Board (2) Demonstrate evidence of current competency by continued performance of procedure in the past 3-years.	EXPERIENCE		PROCTORING
		# To qualify for initial granting of Privileges	# In Past 2 Years	Yes/No
1) Moderate and Deep Sedation/Analgesia Adult/Pediatric	Satisfactory completion of Moderate Sedation Test	4 cases, total of 4 combined for adult/pediatric	4	No
2) Fluoroscopy associated with procedures performed	Requires a <u>current</u> state of California fluoroscopy permit. Please submit with request for privilege	0	0	No
3) Proximal pancreatectomy total or partial	Training as noted above	2	<b>2</b>	Yes <b>Reciprocal and/or 2 Cases</b>
4) Radical regional lymph node dissections, excluding radical neck dissection	Training as noted above	2	2	YES <b>Reciprocal and/or 2 Cases</b>
5) Surgery of the oral cavity soft tissue surgery, partial glossectomy, management of localized tumors, radical neck	<b>SAME AS NOTED, #3 ABOVE</b> Also may be ABMS certified in Otolaryngology or Plastic Surgery,	3	1	Yes <b>Reciprocal and/or 2 Cases</b>
6) Surgery of the cervico-thoraco-abdominal esophagus	<b>SAME AS NOTED, #3 ABOVE</b>	2	2	Yes <b>Reciprocal and/or 2 Cases</b>
7) Laparoscopic Bowel Procedures	<b>SAME AS NOTED, #3 ABOVE</b>	5+	2++	Yes <b>Reciprocal and/or 2 Cases</b>
8) Laparoscopic Inguinal Hernia Repair	<b>SAME AS NOTED, #3 ABOVE</b>	2	2++	Yes <b>Reciprocal and/or 2 Cases</b>
9) Laparoscopic Nissen Fundoplication	<b>SAME AS NOTED, #3 ABOVE</b>	5+	2++	Yes <b>Reciprocal and/or 2 Cases</b>
<b>Thoracic Surgery:</b>	<b>Demonstrate evidence of current competency by continued performance of procedure in the past 2-years.</b>	20	2	Yes
10) Pacemaker Insertion	<b>Same as noted, #10 above</b>	50	10	<b>Reciprocal and/or 2 Cases</b> Yes <b>Reciprocal and/or 2 Cases</b>
11) Bronchoscopy	<b>Same as noted, #10 above</b>	50	0	N
12) Thoracostomy	<b>Same as noted, #10 above</b>	50	0	N
13) Esophagoscopy	<b>Same as noted, #10 above</b>	50	0	N
<b>ROBOTIC SURGERY</b>				
14) Intuitive da Vinci Surgical System	See below			
15) Robotic-Assisted Laparoscopic Surgery. [Advanced Laparoscopic procedures]	(1) Must currently hold advanced privileges; (2) Must have completed the training using the da Vinci Surgical System; (3) If does not hold Advanced Privileges must: (a) Provide proof of course specific to privilege requested; (b) FPPE proctor minimum first 2 cases; (4) Approval by respective Department and Robotic Surgery Sub-Committee.	2	10 per yr as primary surgeon	First 2 as primary surgeon, must be proctored by a qualified proctor.

<b>+</b>	Must have done 5 cases total; may be a combination of laparoscopic procedures	<b>NOTE: If Temporary privileges are needed for a proctor, candidate must be licensed by the State of California; Temporary privileges must be requested at least 2-weeks in advance of surgery.</b>
<b>++</b>	Must do 2 cases total in 2 years; may be a combination of laparoscopic procedures	



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Scott Phillips, CEO  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Purchase Authorization Policy Review and Approval

**BUDGET IMPACT:**  Does not Apply  
A. Does the action impact/affect financial resources?  Yes  No  
B. If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:** El Centro Regional Medical Center (“the Medical Center”) maintains a Purchase Authorization policy, which governs purchase authorization policies and practices of the Medical Center’s supplies, equipment and services procurement.

The Purchase Authorization Policy includes changes related to signing authority, dollar amount limits and additional approval requirements with the intention to enhance and limit Hospital’s expenditures and procurement internal controls.

Detailed revisions to the Purchase Authorization Policy can be found in the attachment provided.

**DISCUSSION:** Detailed revisions to the Purchase Authorization Policy can be found in the attachment provided.

**RECOMMENDATION:** Approve the revised Purchase Authorization Policy, as presented.

**ATTACHMENT(S):**

- Triennial Policy: Purchase Authorization

Approved for agenda, Chief Executive Officer

Date and Signature:



<b>Department:</b> Administration , General Accounting, Purchasing	
<b>Document Owner/Author:</b> Associate Administrator of Finance	
<b>Category:</b> Facility Wide	<b>Approval Type:</b> Triennial
<b>Date Created</b> 04/16/1999	<b>Date Board Approved:</b> 09/27/16
<b>Date Last Review:</b> 07/15/20	<b>Date of Next Review:</b> 12/23/2022

**Policy Name:**  
Purchase Authorization

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**Purpose**

To clarify the Purchasing Department role for the acquisition of supplies, equipment and services for Hospital use

**Scope**

Facility – wide

**Policy Statement**

The purchase of supplies, equipment and services for Hospital use is the responsibility of the ECRMC Purchasing Department. Food products and pharmaceuticals are purchased by the Dietary and Pharmacy Departments, respectively. Items procured for use by the Hospital shall be procured in accordance with all established Hospital policies and procedures.

**Responsibilities**

Person/Title	Responsibilities
N/A	

**Procedure/Plan**

The Chief Financial Officer (CFO) is authorized by the CEO and the Board of Trustees to commit Hospital funds for items purchased and for the routine operation of the Hospital. The purchasing functions (product research, negotiation, closing, etc.) are coordinated or conducted by the Purchasing Department staff. The following exceptions may apply:

- \*Contracts for consultant and professional services;
- \*Donations (unless only the funds are provided);
- \*Construction, as designated by the CEO;

30 \*Employment contracts.

31 \*Insurance contracts.

32

33 Procurement action shall be accomplished in accordance with standard municipal purchasing policy.  
34 Publication of procurement action shall not be required except for procurements over \$25,000 or when  
35 competition is not readily available or when deemed necessary by the Board of Trustees, CEO or the CFO.

36

37 The CFO may enter into a contract of any nature without advertising when the estimated amount of the  
38 contract is twenty-five thousand dollars (\$25,000.00) or less.

39

40 Contracts between twenty-five thousand dollars (\$25,000.00) and ~~five-one~~ hundred thousand dollars  
41 (~~\$500,000.00~~\$100,000.00) must be approved by the Chief Executive Officer. The amount of the contract  
42 must be calculated based on the amount associated with the initial term of the contract (e.g. 3 years), not  
43 the annual amount.

44

45 Contracts of more than five hundred thousand dollars (\$500,000.00) require the approval of the Chief  
46 Executive Officer and Board of Trustees. As appropriate, Services will be let by the municipal purchasing  
47 (bid) process by using a "Request for Proposal" (RFP) (also further defined in the Purchasing Policies and  
48 Procedures).

49

50 Construction and Renovation projects of ~~two-one~~ hundred ~~fifty~~ thousand dollars (~~\$250~~\$100,000.00) or  
51 less ~~require may be performed by employees of ECRMC by force account~~approval of Chief Financial Officer  
52 and Chief Executive Officer, by negotiated contract, by purchase order or may be let to contract by the  
53 informal municipal public project bid process conducted by the Project Director and the Chief Financial  
54 Officer.

55

56 Construction and Renovation projects of more than ~~two-one~~ hundred ~~fifty~~ thousand dollars  
57 (~~\$250~~\$100,000.00) will be contracted through an RFP process, conducted by the Project Director and the  
58 Purchasing Supervisor with input from the ~~Chief Financial Officer and~~ Chief Executive Officer and Board,  
59 and shall be let by the municipal public project (bid or design/build) process.

60

61 If quotes or proposals received in response to the bid/ RFP process exceed the respective established  
62 budget by more than 10%, the following process should be followed. The bid/ RFP process will be  
63 repeated if revisions are made to the original specifications to lower the overall cost. Reconsideration  
64 and re-approval of project is required if final cost exceeds budget by 10%. In such an event, the capital  
65 budget will require modification to restrict total spending to the original capital budget amount  
66 (modifications may include substitutions, delayed purchasing, etc.).

67

68 Once a vendor/contractor is selected through the bid/RFP process, the Chief Executive Officer or his/her  
69 designee must approve the selection before acceptance or presentation to the Board of Trustees for  
70 approval. All contracts approved by the Board of Trustees shall be signed by the Chief Executive Officer  
71 or such other officer designated by the Board of Trustees.

72

73 Once approved, the timeline for the funding of the equipment, services, or project must be approved by  
74 the Chief Financial Officer and Chief Executive Officer.

75

76

77 **Non-Medical Supplies, Equipment and Repairs and Other Services**

78  
79 \$1 – 2,500 Department Manager/Director  
80 \$2,501 - 5,000 Senior Directors  
81 \$5,001- 25,000 Management Team Member  
82 (CNO, CFO,CIO,\_CSDO)  
83 \$25,001 – ~~500,000~~100,000 ———CEO with CFO  
84 ~~\$500,000~~\$100,001 - up ———CEO with Board ~~of Trustees~~  
85 Approval

86  
87 **Construction Renovation**

88  
89 \$1 – ~~500,000~~100,000 CFO with CEO Approval  
90 \$ ~~500,001~~100,001 – up CEO with Board ~~of Trustees~~  
91 Approval

92  
93 **Emergency Expenditures**

94  
95 \$1 – ~~500,000~~100,000 CFO with CEO Approval  
96 ~~\$500,001~~\$100,000 - up CEO with Board ~~of Trustees~~  
97 Approval

98  
99 Department Managers/Supervisors are authorized to request stock medical supplies as a part of normal  
100 operations.

101  
102 Department Managers/Supervisors are authorized to request payments on approved contracts (i.e.,  
103 standing purchase orders such as blood bank services, reference lab testing, etc.).

104  
105 **Emergency Procurements**

106  
107 Upon declaration of an emergency by the Chief Executive Officer on the Emergency Procurement  
108 Procedure Form (Attachment A), the CFO or his/ her designee may make emergency procurements if there  
109 exists a threat to public health, welfare, property or safety or if a situation exists which makes compliance  
110 with standard procedures impracticable, unnecessary or contrary to the public interest, except that such  
111 emergency procurements shall be made with such competition as is practicable under the circumstances.

112  
113 The written determination of the basis for the emergency and for the selection of the particular contractor  
114 shall be included on the Emergency Procurement Procedure Form. The Form and any attachments shall  
115 be approved by the Chief Financial Officer and Chief Executive Officer for total emergency procurements  
116 of five-one hundred thousand dollars (~~\$500,000~~\$100,000) or less, and by the Board of Trustees for total  
117 emergency procurements of more than five-one hundred thousand dollars (~~\$500~~\$100,000).

118  
119 In the event the emergency procurement cannot be timely presented to the Board, then the Chief  
120 Executive Officer may take all reasonable and necessary acts to permit the continued conduct of the  
121 operations or services of the Hospital or to avoid injury or property.

123 All Board members will be notified as soon as possible of the action taken and the emergency will be  
124 reviewed at the next regular Board of Trustees meeting.

125

126 **Definitions**

Term	Definition
N/A	

127

128 **Associated Policies/Plans/Protocols/Procedures/Forms**

Title	Number	Location ( <i>Hyperlink</i> )
Emergency Procurement Procedure Form		<a href="#">Emergency Requisitions</a>
Decision Making Guidelines		<a href="#">Decision Making Guidelines</a>

129

130 **References**

131

132 N/A



<b>EMERGENCY PROCUREMENT PROCEDURE FORM</b>
---

**Declaration of Emergency – completed by CEO**

Determination of emergency (include needs to be met)

\_\_\_\_\_

\_\_\_\_\_

Description of procurements indicated to satisfy needs

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Declaration by CEO, signed/dated \_\_\_\_\_

**Emergency Procurement(s) – completed by Materials Manager**

Indicate products procured to meet emergency needs. Include basis for contractor selection (e.g. lowest bid, current contract, etc.). Attach documentation for review and approval by CFO and CEO.

Contractor Selected	Basis for Selection	Product Description	Total Cost

\_\_\_\_\_  
CFO (sign/date)

\_\_\_\_\_  
CEO (sign/date)



167 **EL CENTRO REGIONAL MEDICAL CENTER DECISION-MAKING GUIDELINES**  
 168 (pursuant to Amended and Restated Master Management Agreement Between El  
 169 Centro Regional Medical Center and UCSD Health, January 1, 2016, Section 3.1(b))

170 **1. Banking and Transactions**

171 The following individuals are authorized to enter into financial and contractual agreements on behalf of  
 172 the Hospital, in accordance with budgetary and other required approvals:

Transaction Type	Signing Authority	With Delegation From
Overdraft Protection	Chief Financial Officer and Chief Executive Officer	Board
Investments	Chief Financial Officer and Chief Executive Officer	Board
Borrowings/Bonds	Chief Financial Officer and Chief Executive Officer	Board
Bank Account Opening/Closing and Check Signing Authorities	Any two of: <ul style="list-style-type: none"> <li>- Chief Financial Officer</li> <li>- Chief Executive Officer</li> <li>- Board Chair</li> </ul>	Board

173

174

175 **2. Commitment of Funds/Purchasing (Goods & Services)**

176 All purchases must be in accordance with the Hospital’s Procurement Policy. All purchases of  
 177 information and communication technology must be approved by the Chief Information Officer.

Transaction Type	Signing Authority	Additional Approval Required
Purchase Orders (non-Capital) <\$2,500	Department Manager Manager/Director	N/A
Purchase Orders (non-Capital) >\$2,500 <\$5,000	Department Senior Director	N/A
Purchase Orders >\$5,000 <\$25,000	CFO, CNO, CIO, CSDO, CMO, or other administrator at same level	<del>N/A</del> <u>Associate Administrator of Finance</u>
Purchase Orders >\$25,000 <del>&lt;\$500,000</del> <u>&lt;\$100,000</u>	Chief Executive Officer	<del>CFON/A</del>

Purchase Orders > <del>\$500,000</del> <u>\$100,000</u>	Chief Executive Officer	Board
Construction/Renovation or Emergency Expenditures < <del>\$500,000</del> <u>\$100,000</u>	Chief Executive Officer	Chief Financial Officer
Construction/Renovation or Emergency Expenditures > <del>\$500,000</del> <u>\$100,000</u>	Chief Executive Officer	Board

178

179 **Contracts and Agreements**

180 The contract review should include consultation with legal.

181 The Bylaws of the ECRM Medical Staff provide that the Medical Staff shall review and make  
182 recommendations to the Board regarding a decision to enter into, modify, or terminate an  
183 exclusive contract in a particular department or service.

184 Department managers must timely complete a Vendormate summary and submit all executed  
185 contracts for processing.

186 Financial threshold relates to the total cost of the contract for the expected duration, not  
187 annual cost.

Transaction Type	Signing Authority	Additional Approval Required
Goods & services <\$500,000	Chief Executive Officer	N/A
Goods & services >\$500,000	Chief Executive Officer	Board
Consulting Services <\$25,000	<del>Department Manager/Director</del> <u>Chief Executive Officer</u>	<del>CFO, CNO, CIO, CSDO, CMO, or other administrator at same level</del>
Consulting Services >\$25,000< <del>\$500,000</del>	Chief Executive Officer	<del>N/A</del> <u>Board</u>
<del>Consulting Services</del> <del>&gt;\$500,000</del>	<del>Chief Executive Officer</del>	<del>Board</del>
<del>Physician Service Agreements</del> <del>&lt;\$500,000</del>	<del>Chief Executive Officer</del>	<del>N/A</del>
Physician Service Agreements > <del>\$500,000</del> <u>\$100,000</u>	<del>Chief Executive Officer</del> <u>Board</u>	Board

Management Services Agreements < <del>\$500,000</del> <u>\$100,000</u>	Chief Executive Officer	<del>N/A</del> <u>ACFO</u>
Management Services Agreements > <del>\$500,000</del> <u>\$100,000</u>	Chief Executive Officer	Board
Partnership Agreements	Chief Executive Officer	Board
Union Contracts	Chief Executive Officer approval of negotiating mandate. Board must ratify negotiated agreement.	Board
Utilities Contracts	Chief Financial Officer	<del>CFO, CNO, CIO, CSDO, CMO, or other administrator at same level</del> <u>N/A</u>
Insurance Payer Contracts	Chief Financial Officer	Chief Executive Officer <del>and UCSD Health CEO</del>
Auditors, Audit Reports	Chief Financial Officer	Board
Real Property Lease <u>or Equipment</u> Agreements < <del>\$500,000</del> <u>\$50,000</u>	Chief Executive Officer	<del>N/A</del> <u>ACFO</u>
Real Property <u>or Equipment</u> Lease Agreements > <del>\$500,000</del> <u>\$50,000</u>	Chief Executive Officer	Board
Letters/Memorandum of Understanding	Chief Executive Officer	Board

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189 **Other**

Transaction Type	Signing Authority	Additional Approval Required
Additions to Staff Complement in excess of Board approved budget	Chief Executive Officer	<del>N/A</del> <u>ACFO</u>
Budgeted Capital Expenditures	CFO, CNO, CIO, CSDO, CMO, or other administrator at same level	<del>N/A</del> <u>ACFO</u>

Unbudgeted Capital Expenditures > <del>\$500,000</del> <u>\$25,000</u>	Chief Executive Officer	Board
Authorization of travel and External Seminars	<del>Director responsible</del> <u>CFO</u>	Chief Executive Officer
Authorization of Timesheets	Director responsible or delegate	Accounting Department
Acquisition or Sale of Real Property	<del>Chief Executive Officer</del> <u>Chief Executive Officer</u>	Board

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191 **Review History**

		<b>Category:</b> Hospital-Wide	<b>Department:</b> Administration
		<b>Policy Name:</b> Purchase Authorization	<b>Approval Type:</b> Hospital-Wide
<b>Title of Initiator:</b> CFO	<b>Created:</b> 4/16/99	<b>Last Review:</b> 07/15/20	<b>Next Review:</b> Annual
<b>Assigned Secretary: Irene Shelton</b>			
<b>Department: Medical Staff</b>		<b>Phone Extension: 370-3709</b>	
<b>Date Reviewed &amp; Approved</b>	<b>By:</b>	<b>Title:</b>	<b>Procedure Notes:</b>
4/16/99	Dennis Hogan	Assistant Administrator	
4/19/99	Admin Team		Approved
4/27/99	Board of Trustees		Approved
4/6/01	Stephanie Nelson	Materials Management/Cost Analyst	
4/6/01	Kathy Farmer	AA/CFO	
5/31/01	David Selman	CEO	
8/01	BOT		Approved
4/04	S. Nelson	Controller/Materials Manager	Reviewed with no changes.
9/04	S. Nelson	Controller/Materials Manager	Added Sections 4.3.3 – 4.3.6.
02-08-05	Personnel Committee		

02-23-05	Board of Trustees		
02-06-06	Kathy Farmer	CFO	No change
02-14-06	Personnel Committee		Recommend forward to the Board
02-22-06	Board of Trustees		Approved
01-9-07	Personnel Committee		Recommend forward to the Board
01-24-07	Board of Trustees		Approved
01-15-08	Personnel Committee		Recommend forward to the Board
01-23-08	Board of Trustees		Approved
01-21-09	Personnel Committee		Recommend forward to the Board
01/28/09	Board of Trustees		Approved
10/25/11	Tony Hinds	Sr. Dir. Supply Chain Mgt.	Approved
10/25/11	Alex Wells	CFO	Approved
10/25/11	Finance Committee		Recommend forward to the Board
10/25/11	Board of Trustees		Approved
03/15/13	Tony Hinds	Sr. Dir. Supply Chain Mgt.	Annual review; no change
05/20/13	Personnel & Policy	Committee	Approved
05/28/13	Board of Trustees		Approved
05/08/14	Tony Hinds	Sr. Dir. Supply Chain Mgt.	Revised Lines 133 & 196 to \$200,000; added CSDO as approver (Line 91)
05/09/14	Cristina Valdes	Controller	Reviewed and accepted
12/01/15	Tony Hinds	Sr. Dir. Supply Chain Mgt.	Revised Lines 98 & 99 to add Dir. Facility Services @ \$15,000.00
09/27/16	Board of Trustees		Reviewed and approved
07/15/20	Mark Nellis	CFO	Triennial Review
01/20/21	Adolphe Edward	CEO	Reviewed and approved
<u>12/13/22</u>	<u>Board</u>		<u>Revised and approved</u>

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**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Mohammed Al-Jasim, M.D., Chief of staff  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Concur with Resolution of the Board of Trustees of El Centro Regional Medical Center authorizing closure of Medical Staff Account with Morgan Stanley Bank, and open new account with Wells Fargo with authorized signatories for the Wells Fargo Account.

**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 recommendations from the Medical Executive Committee (MEC), made at their meeting of December 08, 2022, are presented for consideration and final approval by the Board of Trustees.

**DISCUSSION:** To assist the organized Medical Staff regain access to the Medical Staff account, currently held at Morgan Stanley Bank, the Hospital Chief Financial Officer is authorized to: (a) close Medical Staff account with Morgan Stanley; and (b) open an account with Wells Fargo Bank. The designated officers as signatories for the new account with Wells Fargo Bank (minimum of two signatures required for any transaction), as follows:

- Chief of Medical Staff
- Secretary Treasurer of the Medical Staff
- Medical Staff Director

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Resolution No. ECRMC 22-12 Authorizing Closure of Medical Staff Account with Morgan Stanley Bank and Open New Account with Wells Fargo with Authorized Signatories for the Wells Fargo Account

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

RESOLUTION NO. ECRMC 22-12  
RESOLUTION OF THE BOARD OF TRUSTEES OF EL CENTRO  
REGIONAL MEDICAL CENTER AUTHORIZING CLOSURE OF  
MEDICAL STAFF ACCOUNT WITH MORGAN STANLEY  
BANK AND OPEN NEW ACCOUNT WITH WELLS FARGO  
WITH AUTHORIZED SIGNATORIES FOR THE WELLS FARGO  
ACCOUNT.

WHEREAS, El Centro Regional Medical Center (“Hospital”) is an agency of the City of El Centro, California,

THEREFORE, THE BOARD OF TRUSTEES OF EL CENTRO REGIONAL MEDICAL CENTER DOES HEREBY RESOLVE AS FOLLOWS:

1. That the Hospital Chief Financial Officer is authorized to: (a) close Medical Staff account with Morgan Stanley; and (b) open account with Wells Fargo Bank.
  
2. The Board of Trustees authorizes the following designated officers as signatories for the new account with Wells Fargo Bank, minimum of two signatures required for any transaction, as follows:
  - Chief of Medical Staff
  - Secretary Treasurer of the Medical Staff
  - Medical Staff Director

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of El Centro Regional Medical Center held on the 13<sup>th</sup> day of December 2022.

EL CENTRO REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
Pending, President

ATTEST:

By: \_\_\_\_\_  
Pending, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Elizabeth Martyn, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF IMPERIAL   ) ss

CITY OF EL CENTRO        )

I, Belen Gonzalez, Board Executive Secretary of El Centro Regional Medical Center, El Centro, California, do hereby certify that the foregoing Resolution No. ECRMC 22-12 was duly and regularly adopted at a regular meeting of the El Centro Regional Medical Center, held on the 13<sup>th</sup> day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

By: \_\_\_\_\_  
Belen Gonzalez, Board Executive Secretary





**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Derek Pierce, CFO  
**DATE:** December 13, 2022  
**COMMITTEE:** Board of Trustees

**SUBJECT:** June 2022 Month and Year-to-Date Financial Statements

**BUDGET IMPACT:**  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 June 2022 resulted in an excess of expenses over revenues of <\$7,186,567>, a negative margin of -93.4%. For YTD fiscal year 2022, the excess of expenses over revenues is <\$21,994,289> or a negative margin of -13.2%.

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

**RECOMMENDATION:** Informational

**ATTACHMENT(S):**

- Financial Reporting Package for June 2022

Approved for agenda, Chief Executive Officer

Date and Signature: *Derek H. Phillips*



## June 2022 Financial Report

December 08, 2022

To: The Board of Trustees

From: Derek Pierce, CFO

The following package contains:

- Balance Sheet vs. Prior Month comparison
- June Operating Statement vs. Budget comparison
- Cash flow statement (Indirect Method)

*Note: The 2022 Financials (shown below) have been modified since they were previously presented. While several adjustments were made, the most significant one related to the value of Accounts Receivable. Following is a summary of ECRMC's 2022 month-end and year-end performance.*

### Balance Sheet:

- a) Ending operating cash declined in June mainly due payments for contract labor, losses in the UBS account losses in the UBS a c c o u n t , and Medicare's recoupment of its advance payments to ECRMC during Covid.
- b) Days Cash on Hand decreased to 44.0 from 56.9.
- c) Previously, Accounts Receivable was reported at \$30 million. Upon further review, it was determined that the AR value should be \$22.8 million.
- d) Prepaid expense and Other increased due to ECRMC's recording of AstraZeneca receivable recognized at year-end.
- e) Accounts payable days are 51.9 vs. 51.4 days from previous month.

### Income Statement – Current Month Actual to Budget Comparison:

- a) Gross Inpatient Revenue is 20% lower than MTD budget, due to lower admissions in ICU, MedSurg and Surgery.
- b) Gross Outpatient Revenue met our budget for the month (+8.35%); Calexico Clinic recovering ground and Wound Healing continuing stable.
- c) Other Operating Revenues - Even though 340B program is breaking even, the cost remains far from budget.
- d) Registry expense, also known as contract labor expense, exceeded budget for FY 2022, leading overall Staffing cost (Salaries plus Registry cost) to exceed budget by \$6.0 million.
- e) The hospital industry has historically measured the efficiency of a hospital using a ratio called: FTEs per AOB.
- f) ECRMC's FTE per AOB (including registry expense) was 5.73 for FY 2022. This ratio is higher (unfavorable) than the other neighboring hospitals.
- g) Operation Expenses in general 5% shy versus MTD budget with most expense lines flexing down due to low volumes.
- h) For FY 2022, ECRMC had a net loss of \$22.0 million and an EBIDA loss of \$6.1 million.

### 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).
- EBIDAMargin –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.

## ECRMC BALANCE SHEET COMPARED TO PRIOR MONTH

	June 30, 2022	May 31, 2022	Variance (\$)	Variance (%)
<b>Assets</b>				
<b>Current Assets:</b>				
Cash and Cash Equivalents	\$ 22,561,917	\$ 27,548,076	\$ (4,986,159)	-18%
Net Patient Accounts Receivable	22,856,778	28,464,622	(5,607,844)	-20%
Other Receivables	129,355	155,166	(25,810)	-17%
Due from Third-Party Payors	-	-	-	0%
Inventories	3,428,834	3,068,721	360,113	12%
Prepaid Expenses & Other	4,067,789	2,197,300	1,870,489	85%
<b>Total Current Assets</b>	<b>53,044,673</b>	<b>61,433,885</b>	<b>(8,389,212)</b>	<b>-14%</b>
<b>Assets Limited as to Use</b>				
Restricted Building Capital Fund	6,720,473	7,451,870	(731,396)	-10%
Funds Held by Trustee for Debt Service	13,811,442	13,174,355	637,087	5%
Restricted Programs	11,497	11,497	-	0%
Restricted Capital Lease Funds	(547,031)	(519,762)	(27,269)	5%
<b>Total Assets Limited as to Use</b>	<b>19,996,381</b>	<b>20,117,960</b>	<b>(121,579)</b>	<b>-1%</b>
Property, Plant, and Equipment: Net	139,975,990	137,685,425	2,290,564	2%
Goodwill	-	3,370,409	(3,370,409)	-100%
Other Assets	262,595	262,595	-	0%
<b>Total Assets</b>	<b>213,279,638</b>	<b>222,870,274</b>	<b>(9,590,635)</b>	<b>-4%</b>
<b>Deferred Outflows of Resources</b>				
Deferred Outflows of Resources - Pension	8,070,800	5,868,181	2,202,619	38%
<b>Total Deferred Outflows of Resources</b>	<b>8,070,800</b>	<b>5,868,181</b>	<b>2,202,619</b>	<b>38%</b>
 <b>Total Assets and Deferred Outflows of Resources</b>	 <b>\$ 221,350,438</b>	 <b>\$ 228,738,455</b>	 <b>\$ (7,388,016)</b>	 <b>-3%</b>
<b>Liabilities</b>				
<b>Current Liabilities:</b>				
Current Portion of Bonds	685,417	685,417	-	0%
Current Portion of Capital Lease Obligations	2,298,638	2,298,814	(176)	0%
Accounts Payable and Accrued Expenses	17,145,340	16,893,628	251,712	1%
Accrued Compensation and Benefits	7,891,917	7,929,752	(37,835)	0%
Due to Third-Party Payors	4,983,158	4,962,891	20,267	0%
<b>Total Current Liabilities</b>	<b>33,004,470</b>	<b>32,770,503</b>	<b>233,968</b>	<b>1%</b>
Long-Term Bond Payable, Less Current Portion	114,188,739	114,265,840	(77,101)	0%
Capital Lease Obligations, Less Current Portion	4,765,108	4,269,172	495,936	12%
Net Pension Liability	39,119,000	43,186,725	(4,067,725)	-9%
<b>Total Liabilities</b>	<b>191,077,318</b>	<b>194,492,240</b>	<b>(3,414,922)</b>	<b>-2%</b>
<b>Deferred Inflows of Resources</b>				
Deferred Inflows of Resources - Pension	7,448,200	864,600	6,583,600	761%
<b>Total Deferred Inflows of Resources</b>	<b>7,448,200</b>	<b>864,600</b>	<b>6,583,600</b>	<b>761%</b>
<b>Net Position</b>				
Restricted Fund Balance	17,238	17,238	-	0%
Fund Balance	22,807,682	33,364,376	(10,556,694)	-32%
<b>Total Net Position</b>	<b>22,824,920</b>	<b>33,381,615</b>	<b>(10,556,694)</b>	<b>-32%</b>
 <b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	 <b>\$ 221,350,438</b>	 <b>\$ 228,738,455</b>	 <b>\$ (7,388,016)</b>	 <b>-3%</b>
 <b>Days Cash on Hand</b>				
	43.95	56.86		
<b>Days Revenue in A/R</b>				
	56.23	53.12		
<b>Days in A/P</b>				
	51.93	51.40		
<b>Current Ratio</b>				
	1.61	1.87		
<b>Debt Service Coverage Ratio</b>				
	(0.59)	(0.05)		

## STATEMENTS OF OPERATIONS COMPARISON TO BUDGET

MTD				YTD				
June 30,	MTD	Budget	% Variance	June 30,	YTD	Budget	% Variance	
2022	Budget	Variance	Favorable/ (Unfavorable)	2022	Budget	Variance	Favorable/ (Unfavorable)	
<b>OPERATING REVENUE</b>								
\$ 17,036,617	\$ 21,375,723	\$ (4,339,106)	-20.30%	I/P Revenue	\$ 287,684,573	\$ 259,433,007	\$ 28,251,566	10.89%
46,629,350	43,035,205	3,594,145	8.35%	O/P Revenue	505,262,159	527,180,254	(21,918,095)	-4.16%
63,665,967	64,410,929	(744,961)	-1.16%	Gross Patient Revenues	792,946,732	786,613,261	6,333,471	0.81%
583,790	774,586	(190,796)	-24.63%	Other Operating Revenue	5,701,185	10,418,146	(4,716,961)	-45.28%
64,249,757	65,185,514	(935,757)	-1.44%	Total Operating Revenue	798,647,917	797,031,407	1,616,510	0.20%
17,627,506	16,126,991	(1,500,516)	-9.30%	Contractuals				
40,575,589	35,085,370	(5,490,218)	-15.65%	IP Contractuals	224,779,771	195,514,205	(29,265,566)	-14.97%
310,607	4,617,011	(4,306,404)	93.27%	OP Contractuals	413,218,597	429,641,312	(16,422,715)	3.82%
149,278	(4,273,002)	(4,422,280)	103.49%	Charity	4,524,680	7,922,148	(3,397,468)	42.89%
(1,306,867)	(1,051,409)	255,458	24.30%	Provision for Bad Debts	5,694,517	7,625,787	(1,931,270)	25.33%
(801,084)	(285,000)	516,084	181.08%	Other Third Party Programs	(13,737,558)	(12,616,908)	1,120,650	8.88%
56,555,030	50,219,961	(6,335,069)	-12.61%	M/Cal Disproportionate Share	(2,806,231)	(3,420,000)	(613,769)	-17.95%
7,694,727	14,965,553	(7,270,826)	-48.58%	Total Deductions	631,673,775	624,666,544	(7,007,231)	-1.12%
4,730,957	5,326,501	595,545	11.18%	Total Net Revenues	166,974,142	172,364,863	(5,390,721)	-3.13%
2,049,519	734,089	(1,315,430)	-179.19%	EXPENSES				
1,456,535	1,373,610	(82,925)	-6.04%	Salaries & Wages	63,221,826	65,705,165	2,483,338	3.78%
313,256	(90,993)	(404,249)	444.26%	Registry	17,823,234	9,302,448	(8,520,786)	-91.60%
1,464,618	1,317,579	(147,039)	-11.16%	Employee Benefits	16,008,640	16,483,323	474,683	2.88%
274,333	219,772	(54,561)	-24.83%	Employee Benefits - Pension GASB 68	(212,600)	(1,091,913)	(879,313)	80.53%
1,934,953	2,668,966	734,013	27.50%	Professional Fees - Medical	16,900,832	15,810,947	(1,089,885)	-6.89%
396,655	213,157	(183,499)	-86.09%	Professional Fees - Non-Med	2,766,551	2,637,270	(129,280)	-4.90%
98,367	106,657	8,289	7.77%	Supplies - Medical	29,759,700	32,005,176	2,245,475	7.02%
725,781	715,721	(10,060)	-1.41%	Supplies - Non-Medical	2,830,073	2,534,991	(295,081)	-11.64%
674,475	662,802	(11,672)	-1.76%	Food	994,416	1,097,567	103,151	9.40%
(131,961)	66,463	198,424	298.55%	Repairs and Maintenance	8,188,540	8,580,186	391,646	4.56%
180,596	184,888	4,292	2.32%	Other Fees	8,759,448	7,953,635	(805,813)	-10.13%
892,352	716,087	(176,265)	-24.62%	Lease and Rental	1,130,006	794,472	(335,534)	-42.23%
200,178	197,449	(2,729)	-1.38%	Utilities	2,162,785	1,958,654	(204,131)	-10.42%
140,748	168,099	27,351	16.27%	Depreciation and Amortization	8,480,798	8,307,741	(173,056)	-2.08%
15,401,362	14,580,847	(820,515)	-5.63%	Insurance	2,629,962	2,369,386	(260,577)	-11.00%
(7,706,635)	384,706	(8,091,341)	-2103.25%	Other Expenses	2,807,378	2,039,912	(767,465)	-37.62%
-100.2%	2.6%			Total Operating Expenses	184,251,589	176,488,960	(7,762,629)	-4.40%
(681,223)	171,111	(852,333)	-498.12%	Operating Income	(17,277,447)	(4,124,097)	(13,153,350)	318.94%
1,802,375	152,391	(1,649,984)	1082.73%	Operating Margin %	-10.3%	-2.4%		
12,594	8,000	(4,594)	57.42%	Non-Operating Revenue and Expenses				
(613,679)	(338,672)	(275,007)	-81.20%	Investment Income	(2,527,065)	2,053,329	(4,580,394)	-223.07%
520,068	(7,170)	527,238	7353.59%	Grants and Contributions Revenue	2,802,017	1,828,694	(973,323)	53.23%
\$ (7,186,567)	\$ 377,537	\$ (7,564,104)	2003.54%	Non Operating Revenue/(Expense)	2,387,824	96,000	2,291,824	2387.32%
-93.4%	2.5%			Interest Expense	(7,379,619)	(3,455,253)	(3,924,366)	-113.58%
(5,680,536)	1,432,296	(7,112,832)	-496.60%	Total Non-Operating Rev. and Expenses	(4,716,842)	522,770	(5,239,612)	1002.28%
-73.8%	9.6%			(Deficit)/Excess Rev. Over Exp.	\$ (21,994,289)	\$ (3,601,327)	\$ (18,392,962)	-510.73%
513,379	486,028	(27,351)		(Deficit)/Excess Rev. Over Exp. %	-13.2%	-2.1%		
256,491	498,852	(242,361)		EBIDA	(6,133,873)	8,161,667	(14,295,540)	-175.15%
5.33				EBIDA %	-3.7%	4.7%		
1,417				Operating Expenses Per Day	504,799	483,531	(258,754)	
47				Operating Revenue Per Day	457,463	472,233	(179,691)	
30				FTEs per AOB	5.73			
				Days/Members	25,830			
				Monthly Average	71			
				# of days	365			

## El Centro Regional Medical Center Monthly Cash Flow

	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	Year-to-Date 2022
<b><u>Cash Flow From Operating Activities</u></b>													
Net Income/(Loss)	\$ (1,384,092)	\$ (88,191)	\$ (2,494,689)	\$ (790,927)	\$ (2,118,564)	\$ 382,498	\$ (963,034)	\$ (1,480,859)	\$ (1,036,632)	\$ (2,044,291)	\$ (2,788,941)	\$ (7,186,567)	\$ (21,994,289)
<i>Adjustments to reconcile net income to net cash:</i>													
Add: Depreciation	755,881	776,033	695,707	717,868	695,182	719,928	708,108	636,165	679,050	655,200	549,322	892,352	\$ 8,480,798
Capital Lease Interest	20,523	22,176	19,325	18,501	17,939	21,244	11,937	15,990	13,033	16,477	20,708	16,429	\$ 214,282
Bond Interest	597,092	597,092	597,092	597,092	597,092	597,092	597,092	597,092	597,092	597,092	597,092	597,092	\$ 7,165,103
Accounts Receivable	decr (incr) (1,035,211)	(2,412,314)	199,677	111,633	(524,699)	1,382,934	(2,221,553)	(987,022)	(275,121)	1,511,457	(3,212,215)	5,607,844	\$ (1,854,589)
Other Receivables	decr (incr) 5,726	(24,428)	36,256	49,690	(53,938)	62,815	67,334	(112,937)	77,360	3,281	3,496	25,810	\$ 140,466
Inventory	decr (incr) 2,853	27,590	48,008	(48,464)	(14,863)	(4,905)	34,295	(558)	(61,180)	22,059	(20,189)	(360,113)	\$ (375,466)
Prepaid Expenses/Other Assets	decr (incr) (997,443)	86,053	312,558	(17,263)	(339,435)	101,666	674,745	89,552	425,378	22,960	66,018	1,499,920	\$ 1,924,710
Accounts Payable and Accrued Expenses	incr (decr) (452,648)	570,375	(970,776)	488,632	1,165,623	(299,819)	713,089	(145,693)	(621,746)	(160,664)	1,085,662	(422,200)	\$ 949,835
Accrued Compensation and Benefits	incr (decr) 354,516	731,679	(1,481,401)	449,865	223,211	(525,033)	525,884	204,844	(1,321,334)	315,776	599,910	(37,835)	\$ 40,081
Third-Party Liabilities	incr (decr) (1,908,322)	(1,910,851)	(2,339,895)	(2,936,438)	(1,681,652)	1,533,265	(2,154,495)	(2,633,875)	2,522,760	(2,545,129)	(1,091,208)	20,267	\$ (15,125,572)
Net Pension Obligation	incr (decr) 53,820	53,820	53,820	53,820	(372,555)	53,820	53,820	(220,394)	(85,275)	(85,275)	(85,275)	313,256	\$ (212,600)
<b>Net Cash From Operating Activities</b>	<b>\$ (3,987,306)</b>	<b>\$ (1,570,966)</b>	<b>\$ (5,324,316)</b>	<b>\$ (1,305,992)</b>	<b>\$ (2,406,659)</b>	<b>\$ 4,025,505</b>	<b>\$ (1,952,777)</b>	<b>\$ (4,037,695)</b>	<b>\$ 913,385</b>	<b>\$ (1,691,057)</b>	<b>\$ (4,275,621)</b>	<b>\$ 966,257</b>	<b>\$ (20,647,242)</b>
<b><u>Cash Flow From Investing Activities</u></b>													
Fixed Assets - Gross	incr (decr) \$ (2,104,181)	\$ (1,263,049)	\$ (1,261,052)	\$ (901,291)	\$ (1,806,756)	\$ (1,405,482)	\$ (1,129,518)	\$ (714,854)	\$ (2,407,241)	\$ (1,632,604)	\$ 891,339	\$ (3,182,917)	\$ (16,917,606)
Intangible Assets - Gross	incr (decr) \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,370,409)	\$ (3,370,409)
Restricted Assets	incr (decr) 3,355,559	889,899	(724,259)	204,924	2,111,523	(167,113)	3,616,069	(366,266)	1,220,678	26,637	170,507	121,579	\$ 10,459,737
<b>Net Cash From Investing Activities</b>	<b>\$ 1,251,377</b>	<b>\$ (373,149)</b>	<b>\$ (1,985,312)</b>	<b>\$ (696,367)</b>	<b>\$ 304,767</b>	<b>\$ (1,572,595)</b>	<b>\$ 2,486,551</b>	<b>\$ (1,081,120)</b>	<b>\$ (1,186,562)</b>	<b>\$ (1,605,967)</b>	<b>\$ 1,061,846</b>	<b>\$ (6,431,747)</b>	<b>\$ (9,828,278)</b>
<b><u>Cash Flow From Financing Activities</u></b>													
Bond Payable	incr (decr) \$ (3,457,656)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,457,656)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,915,312)
Capital Leases	incr (decr) (245,025)	(261,753.41)	(251,655)	(262,789)	(249,664)	(298,796)	(169,787)	(263,150)	(196,437)	478,297	(312,179)	479,331	\$ (1,553,609)
Notes Payable	incr (decr) -	-	-	-	-	-	-	-	-	-	-	-	\$ -
<b>Net Cash From Financing Activities</b>	<b>\$ (3,702,681)</b>	<b>\$ (261,753)</b>	<b>\$ (251,655)</b>	<b>\$ (262,789)</b>	<b>\$ (249,664)</b>	<b>\$ (298,796)</b>	<b>\$ (3,627,443)</b>	<b>\$ (263,150)</b>	<b>\$ (196,437)</b>	<b>\$ 478,297</b>	<b>\$ (312,179)</b>	<b>\$ 479,331</b>	<b>\$ (8,468,921)</b>
<b>Total Change In FY 2022 Cash</b>	<b>\$ (6,438,609)</b>	<b>\$ (2,205,869)</b>	<b>\$ (7,561,282)</b>	<b>\$ (2,265,148)</b>	<b>\$ (2,351,556)</b>	<b>\$ 2,154,114</b>	<b>\$ (3,093,670)</b>	<b>\$ (5,381,965)</b>	<b>\$ (469,614)</b>	<b>\$ (2,818,727)</b>	<b>\$ (3,525,954)</b>	<b>\$ (4,986,159)</b>	<b>\$ (38,944,441)</b>
<b>Cash &amp; Cash Equivalents, Beginning Balance</b>	<b>61,506,358</b>	<b>55,067,749</b>	<b>52,861,879</b>	<b>45,300,597</b>	<b>43,035,449</b>	<b>40,683,893</b>	<b>42,838,006</b>	<b>39,744,336</b>	<b>34,362,371</b>	<b>33,892,757</b>	<b>31,074,030</b>	<b>27,548,076</b>	<b>61,506,358</b>
<b>Cash &amp; Cash Equivalents, Ending Balance</b>	<b>\$ 55,067,749</b>	<b>\$ 52,861,880</b>	<b>\$ 45,300,597</b>	<b>\$ 43,035,449</b>	<b>\$ 40,683,893</b>	<b>\$ 42,838,006</b>	<b>\$ 39,744,337</b>	<b>\$ 34,362,371</b>	<b>\$ 33,892,757</b>	<b>\$ 31,074,030</b>	<b>\$ 27,548,076</b>	<b>\$ 22,561,917</b>	<b>\$ 22,561,917</b>

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**TO:** HOSPITAL BOARD MEMBERS

**FROM:** Derek Pierce, CFO

**DATE:** December 13, 2022

**COMMITTEE:** Board of Trustees

**SUBJECT:** October 2022 Month and Year-to-Date Financial Statements

**BUDGET IMPACT:**  Does not Apply  
 Yes  No

**A.** Does the action impact/affect financial resources?  
**B.** If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:** The month of October 2022 resulted in an excess of expenses over revenues of <\$3,660,849>, a negative margin of -29.8%. For YTD fiscal year 2023, the excess of expenses over revenues is <\$12,591,551> or a negative margin of -5.0%.

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

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

**RECOMMENDATION:** Informational

**ATTACHMENT(S):**

- Financial Reporting Package for October 2022.

Approved for agenda, Chief Executive Officer

Date and Signature: *Scott H. Phillips*





## October 2022 Financial Report

December 08, 2022

To: The Board of Trustees

From: Derek Pierce, CFO

The following package contains:

- Balance Sheet vs. Prior Month comparison
- October Operating Statement vs. Budget comparison
- Cash flow statement

### Balance Sheet:

- a) Ending operating cash declined in October to \$6.9 million from \$7.5 million in the previous month, in part due to Medicare's advance recoupment of \$1.46 million during the first two weeks of the month.
- b) Days cash on hand decreased to 13.7 from 14.0 days.
- c) The Accounts Receivable balance remained constant from the previous month at 57 days.
- d) The large increase in Due from Third-Party Payors is due to repayment of the Medicare advance withholdings, mentioned above.
- e) Accounts Payable and Accrued expenses increase by \$4.0 million.
- f) Over \$10 million of Accounts Payable is past due. As consequence, there are more vendor inquiries (e.g, demand for payment, suggestions of credit holds).
- g) Accounts payable days are 62 vs. 52 days from previous month.

### Income Statement – Current Month Actual to Budget Comparison:

- a) Gross inpatient revenue is 20% lower to the Year-to-Date (YTD) budget, due to lower admissions in the MedSurg unit & ICU.
- b) Gross outpatient revenue is higher compared to both the Month-to-Date (MTD) and YTD budget.
- c) Surgeries and Oncology visits have exceeded budget by 28% and 29% respectively.
- d) Clinics and ER are registering less visits than expected.
- e) On average, ECRMC collects approximately 20% of gross charges, due to negotiated rates with Medicare, MediCal and other payors.
- f) Registry expense, also known as contract labor expense, dropped in October to below \$1.0 million for the first time since October 2021.
- g) The hospital industry has historically measured the efficiency of a hospital using a ratio called: FTEs per AOB.
- h) ECRMC's FTE per AOB (including registry expense) was 6.06 in October. This ratio is higher (unfavorable) than the other neighboring hospitals.
- i) Prof Fees expense are higher than MTD budget due to unbudgeted on-call services for Obstetrics and Pediatrics.
- j) Med Supplies shown savings during the month due to lower than budgeted spending in Oncology, Ophthalmology and Orthopedics.
- k) Non-Op Revenues (Expenses) showing gains with UBS investments for \$143K during the month (YTD net gain of \$33K).
- l) Due to lower than projected volumes and higher expenses, ECRMC's EBIDA was a loss of \$2.4 million for the month of October and a loss of \$7.4 million for the four-month period, Year-to-Date.

## Definitions:

- EBIDA - Earnings Before Interest, Depreciation, and Amortization.
- EBIDA Margin -  $EBIDA / \text{Total Revenue}$ .
- Operating Expenses Per Day - Total Expenses less Depreciation divided by patient days.
- Operating Revenue Per Day -  $\text{Operating Income} / \text{Days}$ .
- Days Cash on Hand -  $\text{Cash} / \text{Operating Expenses per Day}$ .
- FTEs per AOB – Full -Time Equivalents / Adjusted Occupied Bed.
- Days Revenue in A/R -  $\text{Accounts Receivable} / \text{Operating Revenue per Day}$ .
- Current Ratio -  $\text{Current Assets} / \text{Current Liabilities}$ .
- Equity Financing Ratio -  $\text{Total Capital} / \text{Total Debt}$ .

## ECRMC BALANCE SHEET COMPARED TO PRIOR MONTH

	October 31, 2022	September 30, 2022	Variance (\$)	Variance (%)
<b>Assets</b>				
<b>Current Assets:</b>				
Cash and Cash Equivalents	\$ 6,885,706	\$ 7,456,942	\$ (571,236)	-8%
Net Patient Accounts Receivable	23,247,866	23,777,168	(529,302)	-2%
Other Receivables	139,873	130,679	9,193	7%
Due from Third-Party Payors	5,515,896	3,365,312	2,150,584	64%
Inventories	3,473,990	3,526,551	(52,561)	-1%
Prepaid Expenses & Other	5,173,267	5,117,627	55,641	1%
<b>Total Current Assets</b>	<b>44,436,597</b>	<b>43,374,279</b>	<b>1,062,319</b>	<b>2%</b>
<b>Assets Limited as to Use</b>				
Restricted Building Capital Fund	3,583,558	4,413,159	(829,600)	-19%
Funds Held by Trustee for Debt Service	11,853,281	11,216,195	637,087	6%
Restricted Programs	11,497	11,497	-	0%
Restricted Capital Lease Funds	(547,031)	(547,031)	-	0%
<b>Total Assets Limited as to Use</b>	<b>14,901,305</b>	<b>15,093,819</b>	<b>(192,514)</b>	<b>-1%</b>
Property, Plant, and Equipment: Net	140,200,675	140,023,175	177,501	0%
Other Assets	262,595	262,595	-	0%
<b>Total Assets</b>	<b>199,801,173</b>	<b>198,753,868</b>	<b>1,047,306</b>	<b>1%</b>
<b>Deferred Outflows of Resources</b>				
Deferred Outflows of Resources - Pension	6,611,593	7,212,823	(601,231)	-8%
<b>Total Deferred Outflows of Resources</b>	<b>6,611,593</b>	<b>7,212,823</b>	<b>(601,231)</b>	<b>-8%</b>
<b>Total Assets and Deferred Outflows of Resources</b>	<b>\$ 206,412,766</b>	<b>\$ 205,966,691</b>	<b>\$ 446,075</b>	<b>0%</b>
<b>Liabilities</b>				
<b>Current Liabilities:</b>				
Current Portion of Bonds	685,417	685,417	-	0%
Current Portion of Capital Lease Obligations	2,170,754	2,093,065	77,689	4%
Accounts Payable and Accrued Expenses	21,674,538	17,718,114	3,956,425	22%
Accrued Compensation and Benefits	7,412,784	6,822,334	590,450	9%
Due to Third-Party Payors	-	-	-	0%
<b>Total Current Liabilities</b>	<b>31,943,493</b>	<b>27,318,930</b>	<b>4,624,563</b>	<b>17%</b>
Long-Term Bond Payable, Less Current Portion	113,862,003	113,943,687	(81,684)	0%
Capital Lease Obligations, Less Current Portion	3,806,419	4,242,656	(436,238)	-10%
Net Pension Liability	39,119,000	39,119,000	-	0%
<b>Total Liabilities</b>	<b>188,730,914</b>	<b>184,624,273</b>	<b>4,106,642</b>	<b>2%</b>
<b>Deferred Inflows of Resources</b>				
Deferred Inflows of Resources - Pension	7,448,200	7,448,200	-	0%
<b>Total Deferred Inflows of Resources</b>	<b>7,448,200</b>	<b>7,448,200</b>	<b>-</b>	<b>0%</b>
<b>Net Position</b>				
Restricted Fund Balance	17,238	17,238	-	0%
Fund Balance	10,216,413	13,876,980	(3,660,567)	-26%
<b>Total Net Position</b>	<b>10,233,651</b>	<b>13,894,218</b>	<b>(3,660,567)</b>	<b>-26%</b>
<b>Total Liabilities, Deferred Inflows of Resources and Net Position</b>	<b>\$ 206,412,766</b>	<b>\$ 205,966,691</b>	<b>\$ 446,075</b>	<b>0%</b>
<b>Days Cash on Hand</b>				
Days Cash on Hand	13.69	13.98		
Days Revenue in A/R	57.53	56.90		
Days in A/P	61.48	51.68		
Current Ratio	1.39	1.59		
Debt Service Coverage Ratio	(1.00)	(0.81)		

## STATEMENTS OF OPERATIONS COMPARISON TO BUDGET

MTD				YTD				
October 31,	MTD	Budget	% Variance	October 31,	YTD	Budget	% Variance	
2022	Budget	Variance	Favorable/ (Unfavorable)	2022	Budget	Variance	Favorable/ (Unfavorable)	
<b>OPERATING REVENUE</b>								
\$ 16,330,344	\$ 21,882,877	\$ (5,552,533)	-25.37%	I/P Revenue	\$ 70,209,123	\$ 88,577,159	\$ (18,368,036)	-20.74%
46,489,915	43,963,811	2,526,104	5.75%	O/P Revenue	179,247,824	173,309,773	5,938,051	3.43%
62,820,259	65,846,688	(3,026,429)	-4.60%	Gross Patient Revenues	249,456,946	261,886,931	(12,429,985)	-4.75%
403,865	665,158	(261,293)	-39.28%	Other Operating Revenue	1,522,378	2,083,720	(561,341)	-26.94%
63,224,124	66,511,846	(3,287,722)	-4.94%	Total Operating Revenue	250,979,325	263,970,651	(12,991,326)	-4.92%
<b>Contractuals</b>								
14,473,671	16,683,416	2,209,745	13.25%	IP Contractuals	56,609,705	67,567,443	10,957,738	16.22%
36,930,943	35,654,281	(1,276,661)	-3.58%	OP Contractuals	143,557,428	140,559,965	(2,997,462)	-2.13%
614,514	444,063	(170,450)	-38.38%	Charity	3,531,766	1,766,138	(1,765,628)	-99.97%
261,150	715,558	454,408	63.50%	Provision for Bad Debts	1,554,309	2,845,934	1,291,625	45.38%
(1,148,968)	(1,080,444)	68,524	6.34%	Other Third Party Programs	(4,754,051)	(4,321,775)	432,276	10.00%
(192,632)	(189,917)	2,715	1.43%	M/Cal Disproportionate Share	(777,139)	(759,667)	17,472	2.30%
50,938,678	52,226,958	1,288,281	2.47%	Total Deductions	199,722,018	207,658,039	7,936,021	3.82%
12,285,447	14,284,888	(1,999,441)	-14.00%	Total Net Revenues	51,257,307	56,312,612	(5,055,305)	-8.98%
<b>EXPENSES</b>								
5,533,353	5,681,832	148,479	2.61%	Salaries & Wages	22,020,063	22,714,838	694,775	3.06%
969,368	520,910	(448,459)	-86.09%	Registry	4,493,502	2,028,264	(2,465,238)	-121.54%
1,526,557	1,353,056	(173,502)	-12.82%	Employee Benefits	5,690,351	5,412,223	(278,128)	-5.14%
385,905	(36,419)	(422,325)	1159.62%	Employee Benefits - Pension GASB 68	741,851	(145,677)	(887,528)	609.24%
1,600,329	1,156,353	(443,976)	-38.39%	Professional Fees - Medical	6,005,612	4,598,371	(1,407,241)	-30.60%
247,579	223,314	(24,265)	-10.87%	Professional Fees - Non-Med	894,311	826,098	(68,214)	-8.26%
2,241,696	2,570,717	329,021	12.80%	Supplies - Medical	9,415,235	10,007,748	592,513	5.92%
202,489	250,028	47,538	19.01%	Supplies - Non-Medical	953,869	1,000,111	46,242	4.62%
91,572	91,882	310	0.34%	Food	356,578	367,529	10,951	2.98%
846,361	719,545	(126,816)	-17.62%	Repairs and Maintenance	3,073,327	2,879,680	(193,647)	-6.72%
651,621	750,419	98,798	13.17%	Other Fees	2,752,695	2,991,727	239,032	7.99%
75,800	66,944	(8,856)	-13.23%	Lease and Rental	287,152	267,778	(19,375)	-7.24%
209,827	201,297	(8,530)	-4.24%	Utilities	815,316	805,188	(10,128)	-1.26%
689,612	681,613	(7,999)	-1.17%	Depreciation and Amortization	2,776,696	2,723,582	(53,115)	-1.95%
191,766	246,898	55,132	22.33%	Insurance	816,644	987,593	170,949	17.31%
123,487	153,838	30,351	19.73%	Other Expenses	621,266	585,677	(35,589)	-6.08%
15,587,323	14,632,227	(955,096)	-6.53%	Total Operating Expenses	61,714,468	58,050,728	(3,663,739)	-6.31%
(3,301,876)	(347,339)	(2,954,538)	850.62%	Operating Income	(10,457,161)	(1,738,116)	(8,719,045)	501.64%
-26.9%	-2.4%			Operating Margin %	-20.4%	-3.1%		
<b>Non-Operating Revenue and Expenses</b>								
142,849	1,201	141,648	11796.36%	Investment Income	32,841	(120,729)	153,570	-127.20%
98,545	180,864	(82,319)	-45.51%	Grants and Contributions Revenue	233,616	769,456	(535,839)	-69.64%
8,000	236,791	(228,791)	-96.62%	Non Operating Revenue/(Expense)	32,060	947,164	(915,104)	-96.62%
(608,367)	(588,743)	(19,624)	-3.33%	Interest Expense	(2,432,907)	(2,356,560)	(76,347)	-3.24%
(358,972)	(169,887)	(189,085)	-111.30%	Total Non-Operating Rev. and Expenses	(2,134,390)	(760,669)	(1,373,721)	-180.59%
\$ (3,660,849)	\$ (517,226)	\$ (3,143,623)	-607.79%	(Deficit)/Excess Rev. Over Exp.	\$ (12,591,551)	\$ (2,498,786)	\$ (10,092,765)	-403.91%
-29.8%	-3.6%			(Deficit)/Excess Rev. Over Exp. %	-24.6%	-4.4%		
(2,362,870)	753,130	(3,116,000)	-413.74%	EBIDA	(7,381,947)	2,581,356	(9,963,304)	-385.97%
-19.2%	5.3%			EBIDA %	-14.4%	4.6%		
502,817	472,007	(30,810)		Operating Expenses Per Day	501,744	471,957	(118,185)	
396,305	460,803	(64,498)		Operating Revenue Per Day	416,726	457,826	(163,074)	
6.06				FTEs per AOB	5.81			
1,645				Days/Members	6,683			
53				Monthly Average	54			
31				# of days	123			

**El Centro Regional Medical Center**  
**Monthly Cash Flow**

*Unaudited*

	July 2022	August 2022	September 2022	October 2022	Year-to-Date 2022
<u><i>Cash Flow From Operating Activities</i></u>					
Net Income/(Loss)	\$ (2,705,659)	\$ (2,197,317)	\$ (4,027,726)	\$ (3,660,849)	\$ (12,591,551)
<i>Adjustments to reconcile net income to net cash:</i>					
Add: Depreciation	713,569	700,147	673,369	689,612	\$ 2,776,696
Capital Lease Interest	14,782	14,777	14,225	13,682	\$ 57,467
Bond Interest	592,686	592,686	592,686	592,686	\$ 2,370,743
Accounts Receivable	decr (incr) 179,560	(979,897)	(120,054)	529,302	\$ (391,088)
Other Receivables	decr (incr) (9,724)	(12,725)	21,125	(9,193)	\$ (10,517)
Inventory	decr (incr) (32,807)	(34,588)	(30,322)	52,561	\$ (45,156)
Prepaid Expenses/Other Assets	decr (incr) (1,217,325)	74,756	93,013	(55,641)	\$ (1,105,196)
Accounts Payable and Accrued Expenses	incr (decr) 362,817	1,309,342	1,509,880	3,282,337	\$ 6,464,375
Accrued Compensation and Benefits	incr (decr) 654,732	(1,203,861)	(520,454)	590,450	\$ (479,134)
Third-Party Liabilities	incr (decr) (2,543,212)	(2,855,401)	(2,949,857)	(2,150,584)	\$ (10,499,054)
Net Pension Obligation	incr (decr) 80,248	72,658	705,071	601,231	\$ 1,459,207
<i>Net Cash From Operating Activities</i>	\$ (3,910,334)	\$ (4,519,423)	\$ (4,039,043)	\$ 475,593	\$ (11,993,207)
<u><i>Cash Flow From Investing Activities</i></u>					
Fixed Assets - Gross	incr (decr) \$ (416,524)	\$ (715,671)	\$ (1,002,075)	\$ (867,113)	\$ (3,001,382)
Intangible Assets - Gross	incr (decr) \$ -	\$ -	\$ -	\$ -	\$ -
Restricted Assets	incr (decr) 5,159,432	(67,804)	(189,066)	192,514	\$ 5,095,076
<i>Net Cash From Investing Activities</i>	\$ 4,742,908	\$ (783,475)	\$ (1,191,140)	\$ (674,599)	\$ 2,093,694
<u><i>Cash Flow From Financing Activities</i></u>					
Bond Payable	incr (decr) \$ (4,632,656)	\$ -	\$ -	\$ -	\$ (4,632,656)
Capital Leases	incr (decr) (199,835)	(289,175.18)	(282,800)	(372,230)	\$ (1,144,041)
Notes Payable	incr (decr) -	-	-	-	\$ -
<i>Net Cash From Financing Activities</i>	\$ (4,832,491)	\$ (289,175)	\$ (282,800)	\$ (372,230)	\$ (5,776,697)
<i>Total Change In FY 2023 Cash</i>	\$ (3,999,917)	\$ (5,592,074)	\$ (5,512,984)	\$ (571,236)	\$ (15,676,211)
<i>Cash &amp; Cash Equivalents, Beginning Balance</i>	22,561,917	18,562,000	12,969,926	7,456,942	22,561,917
<i>Cash &amp; Cash Equivalents, Ending Balance</i>	<b>\$ 18,562,000</b>	<b>\$ 12,969,926</b>	<b>\$ 7,456,942</b>	<b>\$ 6,885,706</b>	<b>\$ 6,885,705</b>



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Derek Pierce, CFO  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** 2023 Fiscal Year Cash Flow Projection (Informational)

**BUDGET IMPACT:**  Does not Apply  
A. Does the action impact/affect financial resources?  Yes  No  
B. If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:**

Due to lower patient volumes, payment delays for MediCal’s supplemental program, EHR implementation, construction overruns, and an overreliance on registry cost, a cash forecast has been prepared to summarize ECRMC’s cash inflows and outflows, and the funding need for the remainder of FY 2023.

**DISCUSSION:** N/A

**RECOMMENDATION:** N/A

**ATTACHMENT(S):**

- Cash Flow Summary for FY2023

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

## ECRMC - Cash Flow Summary for FY 2023

Description	Actual						Projected					
	Q1			Q2			Q3			Q4		
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Beg. Balance	26,314	18,555	12,678	9,400	9,060	6,087	8,673	(446)	(10,269)	(17,998)	(20,104)	(19,684)
<b>Inflows</b>												
Patient Receipts	12,256	9,946	10,165	13,986	9,878	10,749	13,116	11,377	7,269	9,014	10,782	9,826
Supplemental receipts	(1,694)	(1,547)	(1,433)	(1,453)	-	6,186	(698)	(5,431)	384	6,003	4,409	9,949
Other Receipts	324	244	147	289	211	211	262	219	214	267	216	215
Net Receipts	10,886	8,643	8,878	12,822	10,088	17,147	12,680	6,165	7,867	15,284	15,407	19,990
<b>Outflows</b>												
Labor	(6,405)	(4,515)	(4,589)	(4,474)	(4,521)	(4,497)	(6,538)	(4,519)	(4,475)	(4,639)	(4,483)	(4,483)
Contract labor	(1,677)	(872)	(455)	(269)	(828)	(491)	(693)	(622)	(564)	(734)	(588)	(583)
Professional fees - medical	(1,393)	(1,616)	(1,664)	(935)	(1,163)	(1,038)	(1,207)	(993)	(982)	(1,225)	(977)	(979)
Supplies and equipment	(3,268)	(2,888)	(2,437)	(2,654)	(1,837)	(2,073)	(2,674)	(2,007)	(2,075)	(2,592)	(2,059)	(2,069)
Info systems	(993)	(520)	(338)	(619)	(1,204)	(714)	(1,053)	(866)	(825)	(1,062)	(843)	(843)
Capital expenditures	(2,029)	(478)	(100)	(801)	(455)	-	(1,755)	(964)	(631)	-	-	-
Bond payments	(637)	(637)	(637)	(637)	(637)	-	(1,274)	(637)	(637)	(637)	(637)	(637)
Pension plan funding	(1,095)	(896)	(940)	(889)	-	(950)	(950)	(950)	(950)	(950)	(950)	(950)
Restructuring Cost	-	-	-	-	-	(448)	(435)	(348)	(348)	(435)	(348)	(348)
Other	(1,147)	(2,097)	(996)	(1,883)	(2,416)	(4,349)	(5,221)	(4,082)	(4,110)	(5,116)	(4,102)	(4,106)
Net Disbursements	(18,645)	(14,521)	(12,156)	(13,161)	(13,062)	(14,561)	(21,799)	(15,988)	(15,596)	(17,390)	(14,987)	(14,997)
Ending Cash	18,555	12,678	9,400	9,060	6,087	8,673	(446)	(10,269)	(17,998)	(20,104)	(19,684)	(14,692)





**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Derek Pierce, CFO  
**DATE:** December 13, 2022  
**COMMITTEE:** Board of Trustees

**SUBJECT:** Construction Project Budget Update

**BUDGET IMPACT:**

- A. Does the action impact/affect financial resources?  
B. If yes, what is the impact amount:

Does not Apply  
 Yes  No  
\_\_\_\_\_

**BACKGROUND:** The 2018 Bond Projects are overbudget and will require a funding source to complete the projects.

**DISCUSSION:** The remaining bond funds will complete the Ancillary Building, so a funding source will need to be identified to complete the SPC4D (ETC construction) project I. It is anticipated the bond funds will exhausted by Feb-March 2023.

**RECOMMENDATION:** Informational

**ATTACHMENT:**

- 2018 Bond Projects Summary

Approved for agenda, Chief Executive Officer

Date and Signature:

ECRMC

2018 Bond Projects Summary

Update: November 17, 2022

Projects	Original Bond Budget	Revised Budget	Delta	Spent to Date ●	Funds Needed to Complete	Remaining Funds ☑	Surplus (Shortfall)
MOB (Completed)	2,385,793	9,161,324	(6,775,531)	9,161,324	-	(6,775,531)	(6,775,531)
ED Expansion (Canceled)	6,939,000	452,746	6,486,254	452,746	-	6,486,254	6,486,254
Lab Relocation (Canceled)	3,150,000	22,875	3,127,125	22,875	-	3,127,125	3,127,125
ASB, Boiler & Med gas	29,331,000	31,579,522	(2,248,522)	28,177,148	3,402,374	1,153,852	(2,248,522)
SPC-4D Retrofit	8,531,000	20,385,786	(11,854,786)	11,491,822	8,893,964	(2,960,822)	(11,854,786)
Interest Earned <sup>3</sup>						2,569,583	2,569,583
<b>Totals:</b>	<b>50,336,793</b>	<b>61,602,252</b>	<b>(11,265,459)</b>	<b>49,305,914</b>	<b>12,296,338</b>	<b>3,600,462</b>	<b>(8,695,876)</b>

● Total is not including any ASB Furniture, Fixtures and Equipment for \$1,170,600 (fully paid)

☑ Agrees Union Bank (Bond funds) Balance November 17, 2022

1. The MOB overrun resulted from conversion of office space to clinical use.
2. Shortfall mainly caused by *Change Orders* and *Material Market Escalation*.
3. Interest earned according to Oct 31, 2022 USBank Statement.



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Tara Mitchell, CNO  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees

**SUBJECT:** Registry Nursing Update (12 Month Projection)

**BUDGET IMPACT:**  Does not Apply  
A. Does the action impact/affect financial resources?  Yes  No  
B. If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:** Review registry spend for last 11 months.

**DISCUSSION:** Projection for 12 months spend.

**RECOMMENDATION:** Informational

**ATTACHMENT(S):**

- Nursing Registry Data Excel Presentation

Approved for agenda, Chief Executive Officer

Date and Signature:

A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be "Tara Mitchell".

**El Centro Regional Medical Center**  
 Registry report for FY2022- FY2023  
 Registry report 11 months

Nursing Department Registry	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	NOV Projected	Grand Total
6010-ICU	356,025.00	291,600.00	251,512.50	251,122.50	299,152.50	306,930.00	267,210.00	84,240.00	86,224.29	62,395.71	48,000.00	50,480.76	2,354,893.26
6170-MED/SURG	539,717.50	530,556.25	588,048.75	710,828.75	729,222.50	750,762.50	808,289.75	279,892.50	293,704.82	331,059.43	243,082.50	153,376.44	5,958,541.69
6380-COUPLET CARE	-	-	-	-	-	-	-	-	-	-	-	-	-
6530-NURSERY	26,000.00	22,165.00	24,340.00	25,270.00	10,080.00	20,160.00	21,840.00	15,120.00	27,822.50	18,937.50	15,120.00	21,646.00	248,501.00
7010-EMERGENCY ROOM	373,763.75	392,828.75	381,510.00	549,147.50	493,342.50	561,111.25	633,687.50	508,741.88	556,539.93	651,810.95	421,415.50	553,520.00	6,077,419.51
7072-DIABETES EDUCATION	-	-	-	-	-	-	-	-	-	-	-	-	-
7085-ECRMC SPECIALTY HEALTH CENTER	-	-	-	-	-	-	-	-	-	-	-	-	-
7088-EL CENTRO O/P CENTER	-	-	-	-	-	-	-	-	-	-	-	-	-
7182-O/P CALEXICO HEALTH CENTER	-	-	-	-	-	-	-	-	-	-	-	-	-
7185-OP WOUND HEALING CENTER	-	-	-	-	-	-	-	-	-	-	-	-	-
7190-ONCOLOGY AND HEMATOLOGY CENTER	-	-	-	-	-	-	-	-	-	-	-	-	-
7400-LABOR & DELIVERY	29,025.00	29,007.50	85,762.50	74,150.00	74,502.50	68,606.25	93,142.50	47,460.00	51,415.71	52,864.29	61,080.00	80,146.15	747,162.40
7421-SURGERY	63,285.00	95,416.25	89,347.50	104,335.00	72,215.00	66,082.50	69,293.75	44,428.75	31,661.46	23,166.04	20,975.00	67,212.98	747,419.23
7427-RECOVERY ROOM	-	-	-	-	-	-	-	-	-	-	-	-	-
7520-LABORATORY PATHOLOGY	22,440.00	9,240.00	8,280.00	41,582.50	51,307.50	50,187.50	17,750.00	3,200.00	4,645.50	60,220.50	50,616.00	69,583.84	389,053.34
7591-EKG	-	-	-	-	-	-	-	-	-	-	-	-	-
7592-ECHO	-	-	-	-	-	-	-	-	-	-	-	-	-
7630-RADIOLOGY	20,100.00	52,035.00	42,188.75	39,010.00	55,825.00	50,488.75	44,233.75	23,181.25	31,053.75	49,218.75	63,907.50	72,356.25	543,598.75
7660-MRI	-	-	-	-	-	-	-	-	-	-	-	5,307.69	5,307.69
7720-RESPIRATORY THERAPY	-	-	-	-	-	-	-	-	-	-	-	-	-
7730-PULMONARY FUNCTIONS	-	-	-	-	-	-	-	-	-	-	-	-	-
7761-ENDOSCOPY	-	-	-	-	-	-	-	-	-	-	-	-	-
8380-STERILE PROCESSING	-	-	-	-	-	-	-	-	-	-	-	-	-
8720-NURSING ADMINISTRATION	-	-	-	-	-	-	-	-	-	-	-	-	-
8740-DEPARTMENT OF EDUCATION, DEVELOPMENT, AND RESEARCH	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Grand Total</b>	<b>1,430,356.25</b>	<b>1,422,848.75</b>	<b>1,470,990.00</b>	<b>1,795,446.25</b>	<b>1,785,647.50</b>	<b>1,874,328.75</b>	<b>1,955,447.25</b>	<b>1,006,264.38</b>	<b>1,083,067.96</b>	<b>1,249,673.17</b>	<b>924,196.50</b>	<b>1,073,630.11</b>	<b>17,071,896.87</b>

**Projected spend for 12 months** **18,000,000.00**

<b>Actual FTE</b>	<b>55.23</b>	<b>56.87</b>	<b>56.87</b>	<b>68.7</b>	<b>71.1</b>	<b>76.52</b>	<b>81.5</b>	<b>41.76</b>	<b>41.71</b>	<b>58.98</b>	<b>44.67</b>		
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**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Derek Pierce, CFO  
**DATE:** December 13, 2022  
**COMMITTEE:** Board of Trustees

**SUBJECT:** Physician Fees Analysis

**BUDGET IMPACT:**  Does not Apply  
**A.** Does the action impact/affect financial resources?  Yes  No  
**B.** If yes, what is the impact amount: \_\_\_\_\_

**BACKGROUND:** ECRMC sees opportunities to save cash spent on physician fees. The following analysis details potential remedies to aid net cash flows to the hospital.

**DISCUSSION:** Attachment 1: In the primary category of medical services, medical surgical nursing accounted for 43% of total fees. Surgical services had the highest percentage of call fees with on-call services accounting for nearly three-quarters of total surgical medical professional fees.

Attachment 2: 29 of ECRMC’s medical professional vendors cost over \$100,000 over the past 12 months. These vendors accounted for 93% of total medical professional fees over the time period. Three vendors, UCSD, 24 on Physicians, and New Era Oncology, accounted for over half of all medical professional fees over the trailing 12 months.

Attachment 3: Total medical fees have grown dramatically over the trailing 12 months.

**RECOMMENDATION:** Informational

**ATTACHMENT (S):**

1. Summary of Physician Payments by Major Department TTM 10/31/2022
2. Summary of Physician Payments by Vendor TTM 10/31/2022
3. Quarterly Physician Payments by Department

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

**Summary of Physician Payments  
 EI Centro Regional Medical Center  
 TTM 10/31/2022**

Row Labels	Administrative	Call	Professional	Grand Total	Total
Medical	513,124	370,685	7,104,248	7,988,057	47%
Surgical	74,631	2,567,053	801,929	3,443,612	20%
ED	895,825		1,805,599	2,701,424	16%
Rural Health Clinics	<u>311,040</u>		<u>2,536,168</u>	<u>2,847,208</u>	<u>17%</u>
<b>Grand Total</b>	<b>1,794,620</b>	<b>2,937,738</b>	<b>12,247,944</b>	<b>16,980,302</b>	<b>100%</b>

**Summary of Physician Payments (Over \$100K)  
El Centro Regional Medical Center  
TTM 10/31/2022**

	<u>Administrative</u>	<u>Professional</u>	<u>Call</u>	<u>Total</u>	<u>%</u>	<u>Cumulative</u>
1 UC SAN DIEGO HEALTH SYSTEM	1,085,899	2,584,289	-	3,670,189	22%	22%
2 24 ON PHYSICIANS OF CALIFORNIA PC	-	3,422,221	-	3,422,221	20%	42%
3 NEW ERA ONCOLOGY INC.	216,333	1,747,355	-	1,963,689	12%	53%
4 SHERIDAN RADIOLOGY MANAGEMENT SERVICES, INC	-	989,478	-	989,478	6%	59%
5 OSCAR A. LOPEZ MD	50,000	421,500	20,395	491,895	3%	62%
6 ANSARI NASRIN MD	-	-	371,250	371,250	2%	64%
7 ALEJANDRO SOTO M.D. INC.	10,200	333,900	-	344,100	2%	66%
8 COTA GILBERTO	40,400	257,550	-	297,950	2%	68%
9 BARTON & ASSOCIATES, INC	36,549	-	254,635	291,184	2%	70%
10 VALLEY ANESTHESIA SPECIALISTS INC.	-	-	317,375	317,375	2%	72%
11 ROBLES DR JORGE	30,900	237,100	-	268,000	2%	73%
12 INNERCARE	-	-	265,875	265,875	2%	75%
13 BASCON, ROSA T MD	2,750	247,080	-	249,830	1%	76%
14 ANAND, VEERINDER S. M.D.	1,515	54,390	156,200	212,105	1%	77%
15 THEODORE AFFUE MD INC.	-	-	221,750	221,750	1%	79%
16 HARPER JOHN R. MD	69,438	148,088	-	217,525	1%	80%
17 JACKSON & COKER LOCUMTENENS LLC	24,431	265,104	785	290,320	2%	82%
18 DANIEL MANJARREZ MD INC	-	223,412	-	223,412	1%	83%
19 SEUNG S. GWON MD INC.	42,000	-	155,750	197,750	1%	84%
20 LEAH FARINAS SURGICAL SERVICES INC	-	-	189,000	189,000	1%	85%
21 HAMID T. ZADEH MD INC	83,100	63,000	38,438	184,538	1%	86%
22 PALAKODETI DR VACHASPATHI	1,080	166,510	-	167,590	1%	87%
23 NEGRETE ALFREDO MD	-	159,600	-	159,600	1%	88%
24 HD ELSHIRE III MD PHD FACS INC.	-	31,500	148,000	179,500	1%	89%
25 HAMDY MD DR MOSTAFA A	-	55,080	79,850	134,930	1%	90%
26 CHIU DRVINCENT W	-	-	153,125	153,125	1%	91%
27 TICHO DR SIMON	-	11,000	135,250	146,250	1%	92%
28 MOUKARZEL ELIAS MD	-	7,060	114,000	121,060	1%	93%
29 ALJASIM DR MOHAMMED	70,900	29,880	-	100,780	1%	93%
All Others	29,126	792,848	316,060	1,138,033	7%	100%
Total	1,794,620	12,247,944	2,937,738	16,980,302	100%	
Percent of total	11%	72%	17%			

<b>Row Labels</b>	<b>Nov - Jan '22</b>	<b>Feb - Apr '22</b>	<b>May - Jul '22</b>	<b>Aug - Oct '22</b>	<b>Grand Total</b>
ANESTHESIOLOGY	265,000	259,250	295,750	336,250	1,156,250
CALEXICO OP CENTER	137,435	164,055	130,646	134,775	566,911
CALIFORNIA BRIDGE PROGRAM GRANT				3,750	3,750
CASE MANAGEMENT	2,406	4,188	4,188	1,156	11,938
CORVUS			720		720
ECRMC ONCOLOGY, HEMATOLOGY OP CENTER	428,716	520,062	506,091	508,820	1,963,689
ECRMC SPECIALTY CLINIC- MOB	124,579	56,553	56,553	224,186	461,869
EEG	3,660	1,960	560	4,060	10,240
EKG	59,437	62,508	38,529	53,138	213,612
EL CENTRO OP CENTER	432,568	514,517	428,402	442,942	1,818,428
EMERGENCY ROOM	692,179	516,836	477,457	1,014,952	2,701,424
ENDOSCOPY	55,750	4,700	45,200	10,400	116,050
GASTROENTEROLOGY	33,000	155,130	153,765	150,000	491,895
ICU	113,494	35,830	14,814	136,151	300,290
INFECTION PREVENTION	17,200	13,500	1,200	2,100	34,000
LABORATORY	9,400	18,800	7,300	18,000	53,500
MEDICAL STAFF SERVICES	59,575	40,583	44,096	66,520	210,774
MEDSURG	728,140	957,699	857,237	890,746	3,433,821
NUCLEAR MEDICINE	1,080	960	840		2,880
NURSERY	82,691	75,244	63,440	87,663	309,038
OBSTETRICS	136,500	180,872	182,357	257,113	756,842
PEDIATRICS	64,121	60,267	59,800	62,050	246,238
PULMONARY FUNCTIONS	2,220	1,560			3,780
RADIOLOGY DIAGNOSTICS	179,905	359,810	269,858	180,765	990,338
RESPIRATORY THERAPY	4,000	2,000			6,000
SIERRA HEALTH STIMULANT USE PREVENTION	42,500		34,000		76,500
SURGERY	292,181	260,688	248,788	236,969	1,038,625
WOUND HEALING CENTER		300	600		900
<b>Grand Total</b>	<b>3,967,736</b>	<b>4,267,871</b>	<b>3,922,189</b>	<b>4,822,506</b>	<b>16,980,302</b>



**TO:** HOSPITAL BOARD MEMBERS  
**FROM:** Elizabeth Martyn, City Attorney  
**DATE:** December 13, 2022  
**MEETING:** Board of Trustees



**SUBJECT:** Special Counsel Agreements:

1. Terminate agreement with Athene Law
2. Authorize the CEO to execute the following attached agreement with Davis, White Tremaine to serve as special legal counsel
  - a. Authorize the CEO to execute the attached conflict waivers with The Regents of the University of California, US Bank and Wells Fargo

**BUDGET IMPACT:**

- A. Does the action impact/affect financial resources?  Yes  No
- B. If yes, what is the impact amount: cost of legal services as utilized.

**BACKGROUND:** On or about November 15, 2022, the City Council members became the members of the Board of Trustees. With the assistance of the Bond holder, the CEO became Scott Phillips from HMP, a company which specializes in assisting hospitals with financial issues. As part of that transition, upon the advice of HMP and with the agreement of the City Attorney, Athene Law (which served as general counsel to the ECRMC Board) will be replaced by Davis, White Tremaine and Hope Levy-Biehl effective immediately upon Board action.

**DISCUSSION:** David White Tremaine's Los Angeles Office has a healthcare specialty group which provides advice to hospitals regarding medical staff privileges, provider networks, contracting practices with payors, vendors, physicians and staff and related state and federal legal issues. Hope Levy-Biehl attended UCLA Law School and has expertise in health care matters, specifically in advising on medical staff matters and related matters necessary for the hospital, as opposed to governmental, operations at ECRMC.

Because of Davis White Tremaine's broad practice area and range of clients, they represent or have represent the Regents of the University of California, US Bank (the bond trustee) and Wells Fargo, the bond depository bank. They have obtained waivers from these clients which also need approval from the Board.

**RECOMMENDATION:** Approve

**ATTACHMENT(S):**

- Letter to Athene Law Firm
- Engagement letter with Davis, White Tremaine
- Resume of Hope Levy-Biehl
- Conflict waiver letters

Approved for agenda, Chief Executive Officer

Date and Signature: \_\_\_\_\_

December 14, 2022

**DELIVERED VIA ELECTRONIC MAIL ONLY**

[felicia@athenelaw.com](mailto:felicia@athenelaw.com)

Athene Law LLP  
5432 Geary Blvd.  
Suite 200  
San Francisco, CA 94121

Re: Termination Letter to Agreement:

On November 21, 2019, Athene Law, LLP entered into an agreement with El Centro Regional Medical Center (ECRMC) to provide legal services as the outside counsel.

Please use this letter as notice to terminate said agreement pursuant to Section 11. The last day of service will be December 14, 2022. Please remit any remaining retainer funds, if any, back to El Centro Regional Medical Center as soon as possible.

Best regards,



Scott Phillips, Chief Executive Officer  
El Centro Regional Medical Center  
1415 Ross Avenue  
El Centro, CA 92243  
Phone: (760) 339-7157  
[scott.phillips@ecrmc.org](mailto:scott.phillips@ecrmc.org)



**Davis Wright  
Tremaine LLP**

Suite 2400  
865 South Figueroa Street  
Los Angeles, CA 90017-2566

**Hope R. Levy-Biehl**  
213.633.8608 tel  
213.633.6899 fax

hopelevybiehl@dwt.com

December 2, 2022

Scott Phillips, CEO  
Board of Trustees, El Centro Regional Medical Center  
1415 Ross Avenue  
El Centro, CA 92243

Re: Terms of Engagement

Dear Mr. Phillips:

Thank you for selecting Davis Wright Tremaine LLP (“DWT”) to represent the Board of Trustees, El Centro Regional Medical Center (“ECRMC”) in the legal matters described below (the “Initial Engagement”). For the avoidance of doubt, our client is solely ECRMC and not the City of El Centro. This letter sets forth the terms of our representation of ECRMC in this matter.

We want to make sure that we have explained to our clients the essential understanding of our relationship at the outset. Therefore, please review this agreement before signing below and return the signature page to me. If you have any questions, please do not hesitate to contact me. If you wish, you may have another attorney review this agreement before signing it.

### **Scope of Representation**

The Initial Engagement will consist of representing ECRMC in connection with evaluating regulatory and transactional work on such matters as the parties may agree to from time to time, initially to include a review of swing bed options and various contracts. The terms of this letter will apply to the Initial Engagement and any such future work by or engagement of DWT by ECRMC.

Unless otherwise agreed by us in writing, our engagement will not include advising you on insurance coverage issues; we will not provide advice concerning notification of insurance carriers and will not be responsible for notifying such carriers or for follow-up communications with any carriers regarding the status of any matter we are handling on your behalf.

ECRMC is the only person or entity we will be representing pursuant to this agreement. Unless we agree otherwise, we will not be representing any related or affiliated entity or person

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Portland | San Francisco | Seattle | Washington, D.C.

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nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, whether or not any such related entity or person is operationally integrated with ECRMC.

Our firm will provide the services requested, keep you informed of developments and progress in the matter, and respond promptly to your inquiries. You agree to be truthful and cooperative and apprise us of all developments relating to your needs and our services, to be available to attend all requested appearances and depositions, settlement negotiations or court appearances, to attend meetings when requested by us, and to keep us apprised of any change in address or telephone numbers.

You may from time to time wish us to perform additional services not included within the scope described above. You understand that, when and if you request additional services, we will need to determine if there are conflicts presented by the additional representation and may need a separate engagement letter with you. If we undertake additional representation of you and do not ask for a new engagement letter, then this letter will apply to the additional representation.

#### **Fees and Costs; Billing and Payment**

ECRMC agrees to pay an initial retainer of \$25,000.00, as well as the attorneys' fees, costs and other charges that ECRMC incurs under this agreement. At the outset of our engagement, and before we commence work, you will provide us with a retainer of \$25,000. We will hold the retainer in our trust account and draw on it from time to time to pay for the services that we render to you. You will replenish the retainer promptly upon our request to ensure that the retainer always exceeds the total amount of outstanding unpaid fees and costs that we have incurred, and we may stop work on the matter until that has happened. We may also ask you to increase the amount of retainer from time to time to ensure that it is adequate to cover the fees and costs that we expect to incur between the time that the retainer is funded and the time that the retainer is replenished. Our fees for services will be based on the hourly rates of the lawyers and legal assistants at the time services are provided. The range of rates for partners is currently \$780-\$1,175/hour and for associates is \$475-\$735/hour depending on their level of experience. While I will be the primary relationship attorney for this work, we may use other lawyers as the matter evolves. We will also use legal assistants where appropriate. We will provide you with a rate sheet upon request, and otherwise advise you of the rates at the time lawyers or legal assistants are assigned any tasks. All our hourly rates will also be displayed in our billing invoices you receive. We charge in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour. Our billing rates are reviewed on a periodic basis, generally at year end, and we will inform you of any adjustments.

We sometimes utilize the services of contract or temporary lawyers to assist in our work. Unless otherwise agreed with you in writing (such as in the case of a secondment with you), their work will be closely supervised by the responsible firm lawyers. We will bill for those services as legal services based on rates, we have determined applicable and appropriate

We charge our clients for out-of-pocket expenses incurred on your behalf, but also for other ancillary services provided. Examples include, but are not limited to, court filing fees, expert fees and expenses, travel expenses, in-house messenger services, facsimile and photocopy services,

computerized legal research, discovery data handling and hosting, and litigation services. We will advance routine expenses for individual items that cost less than \$1,000 but will refer items that cost more directly to you for payment. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For many of these items, the true cost of providing the service is difficult to establish. While we are constantly striving to maintain these charges at rates which are the same as or lower than those maintained by others in our markets, in some instances, the amounts charged exceed the actual costs to the firm. If you have any questions about the basis for any of these expenses, please let us know.

We ask you to acknowledge that our firm is entitled to a contractual lien, pursuant to California Civil Code § 2881, on your claims or causes of action and all proceeds of such claims or causes of action to secure payment of our bills. In addition, if you are depositing a retainer with us, you hereby grant us a security interest in the retainer and in any other funds we hold on your behalf to secure your obligations to us under this agreement.

### **Termination of Services**

You may terminate our representation at any time, with or without cause. Our right or obligation to terminate our representation is subject to the rules of professional responsibility for the applicable jurisdiction in which we practice, which list several types of conduct or circumstances that require or permit us to withdraw from a representation, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, failure to cooperate, taking action contrary to our advice and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal and if we decide to withdraw, we usually give written notice of our withdrawal. In addition, you agree that our representation of you will terminate automatically if the contact information you have provided us becomes obsolete and we are unable to communicate with you or obtain direction from you regarding how to proceed on your behalf. If this happens, we will have no further obligation to act on your behalf even if that means deadlines may be missed which may adversely affect your interests.

Unless previously terminated by you or us, the attorney-client relationship will be considered terminated upon our completion of the specific matter or matters that we have been retained to handle on your behalf. You will not thereafter be considered a current client because you remain on a firm mailing list or have appointed an affiliate of the firm to serve as your registered agent or because the firm retains possession of certain of your papers or other property received in connection with the prior engagement or is identified as a required recipient of notices under a contract to which you are a party. If you later retain us to perform further or additional legal services, our attorney-client relationship will be revived subject to our standard terms of engagement in effect at that time.

Upon your request after the earlier of the termination of the attorney-client relationship or conclusion of the matter, we will return to you any original documents and other property you provided to the firm in connection with the matter. If you do not request your documents, unless you make written arrangements with us to the contrary (such as to retain your original will or other documents in our vault or otherwise), we reserve the right to destroy or otherwise dispose of them

for various reasons, including the minimization of unnecessary storage expenses, or for no reason, without further notice to you at any time after ten years following the date of the final invoice to you with respect to the matter.

The remainder of the file pertaining to the matter will be retained by the firm and will remain its property. If, upon your request, we agree to provide you with copies of certain documents from our file pertaining to the matter, you agree to pay the copying costs.

You agree that for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of the firm's file at any time after ten years following the date of the final invoice to you with respect to the matter.

### **Post Engagement Matters**

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Furthermore, unless you and the firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice duties or similar deadlines which may arise from matters for which we have been engaged. If your matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post-judgement services (such as recording abstracts, filing judgement liens, and calendaring renewals of judgments) as are expressly agreed to by you and the firm in writing, and for which you are obligated to pay.

### **Disputes over Our Services**

If you disagree with any of our bills, please raise the issue with your billing attorney, who will attempt to resolve the issue to your satisfaction. If the dispute cannot be resolved by discussions with us, you have the right to request arbitration pursuant to California Business & Professions Code § 6201 to address your concerns. In addition, you agree that we also have a right to request arbitration of a fee dispute pursuant to the same provision of law.

### **Conflicts**

To assist in avoiding representing parties with conflicts of interest, we maintain a computerized conflict of interest index. The firm will not represent any party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether a conflict of interest would actually be created. To allow us to perform a conflicts check, you represent that you have identified for us all persons or entities that are or may become involved in this matter, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify us if you become aware of any other person or entities that are or may become involved in this matter.

### **Consent Relating to Future Adverse Representation on Unrelated Matters**

Our firm provides a wide array of legal services, including administrative, legislative, litigation, and transactional services, to many other companies and individuals around the world. It is possible that one or more of our present or future clients will have disputes or transactions with you during the course of our representation of you or that one or more of them will ask us to advocate a change in law or policy that might have a direct or indirect adverse impact upon your interests. You agree that we may represent any existing or new clients in any matter, including litigation, that is not substantially related to our work for you, even if the interests of such clients in those matters are directly adverse to you or a policy we advocate might have a direct or indirect adverse impact upon your interests. We agree, however, that your prospective consent to conflicting representation set forth in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained confidential information that, if known to our other client, could be used in the matter adverse to you and to your material disadvantage and we have not taken steps to screen such information from the lawyers representing the other client in the matter adverse to you prior to such lawyers learning any such information. You hereby consent to the firm taking any reasonable measures it deems appropriate to protect your confidential information from such disclosure or use, including the creation of a formal “ethical screen” in accordance with the firm’s internal procedures for implementing such measures. Your alternative to giving this consent to our future representation of other clients in unrelated adverse matters is to retain any other counsel of your choosing to represent you in this matter.

### **Consent to Electronic Communications**

In order to increase our efficiency and responsiveness, we use state of the art communication devices (e.g., email, document transfer by computer, wireless telephones, fax transfer and other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. By agreeing to these terms, you consent to the use of these electronic communication devices.

### **Data Privacy**

You and we agree to comply with applicable data privacy and security laws. When required, you agree to obtain any necessary consents from individuals regarding the processing of their personal information, as defined in applicable laws, before transferring such information to us. You and we may enter into additional agreements governing the collection or processing of personal data as required by applicable laws. You consent to the use of our vendors for the secure processing and storage of your data in order for us to provide you with legal services. A list of such vendors and a summary of our security program can be found at <https://www.dwt.com/about?tab=security>.

### **Consent to In-House Attorney-Client Privilege**

From time-to-time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we seek the advice of our General Counsel or a member of the firm's Quality Assurance Committee, each of whom is knowledgeable, and has been given the responsibility within the firm for providing advice, in matters involving professional conduct. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been a few court decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and the firm and that our consultation with the firm's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with the firm's counsel.

We believe that it is in our clients' interest, as well as the firm's interest, that, in the event legal ethics or related issues arise during a representation, we are able to obtain appropriate advice promptly regarding our obligations. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is appropriate to consult with our firm counsel (either the firm's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our contemporaneous representation of you shall not result in a waiver or invalidation of any attorney-client privilege that the firm has to protect the confidentiality of our communications with counsel.

### **Related Proceedings**

If any claim is brought against the firm or any of its personnel based on your negligence or misconduct; if we are asked to testify as a result of our representation of you; or if we must defend the confidentiality of our communications in any proceeding, you agree to pay us for any resulting costs, including for our time, calculated at the hourly rate for the particular individuals involved, even if our representation of you has terminated.

### **Trust Funds**

Our firm holds client trust funds at Bank of America, 888 7<sup>th</sup> Street, Suite 100, Los Angeles, California 90017.

### **No Guarantee of Outcome**

Nothing in this agreement should be construed as a guarantee or promise about the outcome of your dispute or matter and the firm makes no such guarantee or promise. If a particular outcome or result is not obtained, your obligations under this agreement do not terminate.




Board of Trustees, El Centro Regional Medical Center  
December 2, 2022  
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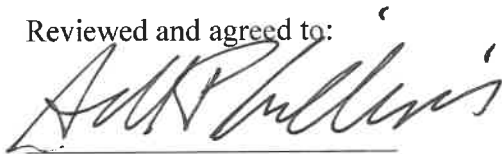
We are pleased that you are entrusting your work to us and will do our best to provide you with prompt, high-quality legal counsel. If you ever feel we are not meeting this commitment or have any questions about our services, please contact Camilo Echavarria, the partner in charge of our Los Angeles office, our managing partner, Scott W. MacCormack or me.

Sincerely,

DAVIS WRIGHT TREMAINE LLP

  
\_\_\_\_\_  
Hope R. Levy-Biehl

Reviewed and agreed to:



Scott Phillips, CEO  
Board of Trustees, El Centro Regional Medical Center

December 2, 2022

cc: Central Records



## Hope R. Levy-Biehl

PARTNER

### Los Angeles

T 213.633.6800

F 213.633.6899

Co-Chair, Healthcare Law Practice

E hopelevybiehl@dwt.com

### Education

J.D., University of California, Los Angeles, School of Law, 1998

B.A., Communication Studies, University of California, Los Angeles, 1995, cum laude

### Admitted to Practice

California, 1998

Hope R. Levy-Biehl is a co-chair of the firm's healthcare practice group where she helps healthcare providers and suppliers navigate regulatory compliance, licensure and certification, payment, enrollment, and operational issues. Hope works with hospitals, laboratories, pharmacies, and other providers and suppliers, managing day-to-day operations and addressing the corresponding legal issues that arise.

Her experience includes analyzing and evaluating due diligence findings, and structuring business transactions to address the myriad compliance challenges faced by healthcare providers while minimizing delays or interruptions in operations or payment. Hope has handled complex Medicare disputes before the Provider Reimbursement Review Board and proactively advises clients on a wide range of healthcare payment and fraud and abuse matters.

Hope frequently advises clients on state and federal requirements governing the protection, privacy, and security of health information. She performs initial assessments and develops compliance and training programs and strategies for healthcare providers. She regularly assists clients in investigating and analyzing potential breach events, developing and implementing mitigation strategies, and complying with applicable reporting requirements.

She has also become a "go-to" practitioner for businesses looking to understand their obligations in developing compliance strategies that address new legal and regulatory requirements.

## Practice Highlights

### Lead regulatory counsel to Verity Health System of California

Served as lead regulatory counsel for Verity Health System in all facets of its Chapter 11 bankruptcy case, including in the sale of its five hospitals and the dissolution of its foundations. Led a team of attorneys who prepared a comprehensive application for approval from the California Office of the Attorney General for the proposed sale of the assets of St. Francis Medical Center, St. Vincent Medical Center, and Seton Medical Center.

### Advice on cutting-edge regulatory and legal developments

Represented a number of hospitals in analyzing and evaluating long-awaited draft guidance issued by the CMS regarding co-located hospitals, including through the submission of comments and collaboration with stakeholders and trade associations in evaluating the implications. Advises providers and other businesses on new legal and regulatory developments as they arise, including those impacting businesses that transact with data from California consumers and who are evaluating their obligations under the CCPA.

### Counsel and advice to hospitals

Helped hospitals review and revise their discharge planning process and worked with hospital leadership to identify the different options and considerations available to them, implementing strategies that balance the regulatory and legal environment while being sensitive to the needs of specialized patient populations.

## Experience

### Administrative litigation\*

Successfully appealed and settled administrative appeals involving hospital privacy incidents.

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### Hospital certification\*

Worked collaboratively with CMS on behalf of a hospital to ensure the hospital could maintain its general acute care certification in the face of a question about whether it met the "primarily engaged" standard.

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### Hospital operations\*

Helped a California independent hospital system develop a toolkit to address various discharge challenges, including those involving unrepresented and homeless patients as well as payment for extended hospital stays.

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### Hospital system bankruptcy and dissolution\*

Served as lead regulatory counsel to a large health system in its Chapter 11 bankruptcy case, the largest hospital bankruptcy in U.S. history. In addition to corporate and regulatory support for the system's day-to-day operations, the matter entailed seeking California Attorney General approval for the sale of three of the hospitals to a prospective for-profit operator and extensive negotiations and settlements with the Medicare and Medi-Cal programs.

\*Denotes experience prior to joining Davis Wright Tremaine

## Professional Recognition

- Named one of "California's Top Health Care Lawyers" by The Daily Journal, 2022
- Named "Lawyer of the Year" in Health Care Law (Los Angeles), Best Lawyers, 2022
- Named one of "America's Leading Lawyers for Business" by Chambers USA in Healthcare (California), 2021-2022
- Received a "Turnaround Atlas Award" in Restructuring Transactions, Global M&A Network, 2021
- Named as one of the "Best Lawyers in America" by Best Lawyers, 2018-present
- Selected to "Southern California Super Lawyers" in Health Care, Thompson Reuters, 2020-2022
- Selected to "Southern California Rising Stars" in Health Care, Thomson Reuters, 2006-2012
- Recognized as a "Hospital licensing and regulatory specialist, The Legal 500

## Background

- Partner, 2018-2019; Regulatory Department Chair, 2018-2019, Nelson Hardiman LLP, Los Angeles
- Partner, 1998-2018; Regulatory Department Chair, 2015-2018; HIPAA Compliance Committee Chair; Hooper, Lundy and Bookman PC, Los Angeles
- Adjunct Professor, LMU Loyola Law School, Los Angeles, 2009, 2014

## Insights

Davis Wright Tremaine Expands Healthcare Practice and Depth in California with Addition of Two Prominent Partners, 11.15.22

Davis Wright Tremaine's Hope Levy-Biehl Named One of California's Top Health Care Lawyers, 11.07.22

Chambers USA Recognizes Davis Wright Tremaine for Excellence in Key Practice Areas and Industry-Leading Success With DEI, 06.07.22

Hope Levy-Biehl Honored for Excellence in Healthcare Law by Two Leading Organizations, 08.24.21

Twelve From Davis Wright Tremaine Named 2022 "Lawyers Of The Year" By Best Lawyers, 08.19.21

Davis Wright Tremaine Recognized by Chambers USA for Industry-Leading Excellence in Key Practice Areas, 05.21.21

"COVID from the California Department of Public Health's Perspective," 2021 DWT Healthcare Regulatory and Compliance Seminar - A Virtual Series, Davis Wright Tremaine Webinar, 03.16.21



California Healthcare Duo Moves to Davis Wright Tremaine, Deepening National Industry Team, 02.19.20

Presenter, "Reimbursement & Compliance: Year in Review," Institute on Medicare and Medicaid Payment Issues, AHLA, 03.20.19

"Regulatory Sprint to Coordinated Care," In-House Round Table Discussion, 01.17.19

"Licensure and Medicare/Medi-Cal Enrollment: The Basics for Navigating the Regulatory Maze," In-House Training, 03.01.18

"2018 Inpatient and Outpatient Prospective Payment System Final Rules," Baker Health Care 2017, Las Vegas, 11.02.17

December 8, 2022

Scott Phillips, CEO  
Board of Trustees, El Centro Regional Medical Center  
1415 Ross Avenue  
El Centro, CA 92243

***Re: Representation of the Board of Trustees, El Centro Regional Medical Center – Conflict Waiver of Actual or Potential Conflicts of Interest***

Dear Mr. Phillips.

We are pleased the Board of Trustees, El Centro Regional Medical Center (the “ECRMC”), has asked Davis Wright Tremaine LLP (“DWT”) to advise ECRMC in regulatory and transactional work on such matters as the parties may agree to from time to time in writing, initially to include (1) the review of swing bed options and various contracts, including agreements with the University of California at San Diego, and (2) the representation of ECRMC as it enters in to a Depository Account Control Agreement with Wells Fargo and US Bank, as the indenture trustees for bond holder Preston Hollow (the “Initial Matters”). DWT has represented and continues to represent The Regents of the University of California, including the University of California at San Diego (collectively “The Regents”), Wells Fargo, and U.S. Bank (together with, the Regents, the “Counterparties”) in matters unrelated to the Initial Matters (the “Other Matters”).

Because we represent the Counterparties in connection with the Other Matters, the proposed engagement by ECRMC in connection with the Initial Matters does or may present actual or potential conflicts of interest now or in the future. Pursuant to applicable Rules of Professional Conduct (the “RPC”), this letter describes the terms under which we have proposed to represent ECRMC in connection with the Initial Matters and requests that you confirm your consent to waive any actual or potential conflicts of interest arising because of our representation of ECRMC, on the one hand, and the Counterparties, on the other. This letter also confirms that DWT is not authorized to represent ECRMC in any litigation against the Counterparties related to or arising from the Initial Matters. Although we would not be able to represent ECRMC in litigation with the Counterparties regarding the Initial Matters without further consents, we do not believe that this factor will cause any actual or reasonably foreseeable adverse consequences to ECRMC in connection with our handling of the Initial Matters.

**DWT.COM**

Under RPC 1.7, we may not represent a client if the representation of that client will be directly adverse to another client, even if the work we do for the other client is in unrelated matters, or there is a significant risk that the representation will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer unless each of the following statements is true: (1) we reasonably believe that we will be able to provide competent and diligent representation to each affected client; (2) the representation is not illegal; (3) the representation does not obligate us to contend for inconsistent results between clients; and (4) each affected client gives informed consent.

The proposed representation is not prohibited by law and does not involve litigation in which we will be representing the opposing parties. Under the circumstances, we believe that we will be able to provide competent and diligent representation of ECRMC in connection with the Initial Matters and the Counterparties in the Other Matters unrelated to the Initial Matters with respect to which we represent ECRMC. We have reached this conclusion for several reasons. First, the Initial Matters are not likely to involve hostile or acrimonious negotiations. Second, lawyers who regularly represent the Counterparties in the Other Matters will not work on the Initial Matters on behalf of ECRMC. Please note, however, that I provide advice to The Regents from time to time in matters unrelated to these Initial Matters. However, during the course of our representation of ECRMC in the Initial Matters, we will take appropriate steps to assure that ECRMC's confidential information in the possession of our lawyers will not be disclosed to the Counterparties, or vice versa. Lastly, ECRMC and the Counterparties are sophisticated legal consumers and the Counterparties will, to the extent they so desire, retain non-DWT counsel to represent them in the Initial Matters. There are no other factors of which we are aware that will cause any such adverse consequences to ECRMC or the Counterparties.

Without the consents of ECRMC and the Counterparties, the most likely alternative is that ECRMC would need to find another lawyer to represent it in the Initial Matters. The Regents has already provided its consent.

If you have any questions or concerns, please do not hesitate to discuss them with us. In addition, we are also required to recommend that you seek independent legal counsel regarding whether to grant this consent, although whether you do so is completely up to you.

Sincerely,

DAVIS WRIGHT TREMAINE LLP



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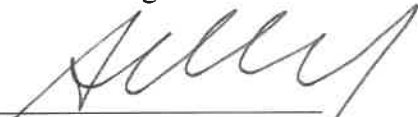
Hope R. Levy-Biehl

Board of Trustees, El Centro Regional Medical Center

December 8, 2022

Page 3 of 3

Reviewed and agreed to:



\_\_\_\_\_  
Scott Phillips, CEO

Board of Trustees, El Centro Regional Medical Center

This \_\_\_ day of December, 2022

cc: Central Records