



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

**MONDAY, October 27, 2025
5:30 PM**

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

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

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

ACTING-PRESIDENT: Sylvia Marroquin

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

CLERK: Belen Gonzalez

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

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

BOARD MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting: <https://ecrmc.zoom.us/j/89946819618?pwd=J33Cfn7mUqXE5AaSwgULgWbEjq4MaQ.1>

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

Meeting ID: 899 4681 9618 **Passcode:** 066897

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

OPEN SESSION AGENDA

ROLL CALL:

PLEDGE OF ALLEGIANCE:

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

BOARD MEMBER COMMENTS:

CONSENT AGENDA: *(Items 1-2)*

All items appearing here will be acted upon for approval by one motion, without discussion. Should any Board member or other person request that any item be considered separately, that item will be taken up at a time as determined by the President.

1. Review and Approval of Board of Trustees Minutes of Regular Meeting of September 22, 2025

2. Review and Approval of Triennial Policy: Health Care Worker Immunizations.

NEW BUSINESS:

3. Defined Benefit Pension Plan—Gov. Code §7507 Compliance—**Informational**

CHIEF EXECUTIVE OFFICER UPDATE

4. Verbal Report from the CEO to the Board of Trustees—**Informational**
5. Manager Update—Patty Maysent—**Informational**

FINANCE and OPERATIONAL UPDATE

6. Review and Approval of the Financial Statements for Month and Year-to-Date as of September 2025.
7. Review and Approval of Resolution and Amendment to the Nondesignated Public Hospital Bridge Loan Program II.
8. Review and Approval of AIA- Mascari Dinh Architect—NPC 4/5 Project.

RECESS TO CLOSED SESSION – BOARD PRESIDENT

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

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

<u>Discussion of:</u>	<u>Number of Items:</u>
<u>X</u> hospital service;	<u>1</u>
<u>X</u> program;	<u>1</u>
<u>X</u> hospital facility	<u>1</u>

RECONVENE TO OPEN SESSION – BOARD PRESIDENT

ANNOUNCEMENT OF CLOSED SESSION ACTIONS, IF ANY – GENERAL COUNSEL

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

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



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

Zoom Meeting link: <https://ecrmc.zoom.us/j/88970594840?pwd=54UbG2mtsjs3MRcNAOztqiFaJdZml1.1>

Monday, September 22, 2025

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
ROLL CALL	PRESENT: Marroquin; Camarena; Carter; Ellett; Tomaszewski; Maysent (<i>present @ 5:31pm</i>); Chief Executive Officer Pablo Velez; and Executive Board Secretary Belen Gonzalez ABSENT: Crankshaw VIA Zoom: City of El Centro Attorney Elizabeth Martyn (<i>present @ 5:56pm</i>); UCSD Tammy Morita; UCSD Nick Macchione; ALSO PRESENT: ECRMC Attorney Douglas Habig; ECRMC Chief of Staff Andrew Lafree, MD; Hospital Administrative Staff: David Momberg-CFO; Luis Castro-CHRO; Kimberly Probus-CNO; Matthew Nilsen-Marketing Director	
CALL TO ORDER		The Board of Trustees convened in open session at 5:30 p.m. Acting Board President Marroquin called the meeting to order.
OPENING CEREMONY	The Pledge of Allegiance was recited in unison.	None

Regular Meeting
September 22, 2025 5:30 p.m.

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
NOTICE OF MEETING	Notice of meeting was posted and mailed consistent with legal requirements.	None
PUBLIC COMMENTS		None
BOARD MEMBER COMMENTS		None
CONSENT AGENDA <i>(Item 1-4)</i> Item 1. Review and Approval of Board of Trustees Minutes of Regular Meeting of July28, 2025 Item 2. Review and Approval of Workplace Violence Prevention Plan Policy Item 3. Review and Approval of Removal of Urinary Catheters, Standardized Protocol Policy Item 4. Review and Approval of Bioethics Committee Access and Case Review Policy	All items appearing here were acted upon for approval by one motion (or as to information reports, acknowledged receipt by the Board and directed to be appropriately filed) without discussion.	MOTION: by Carter, second by Ellet and carried to approve the Consent Agenda. All present in favor; none opposed.
NEW BUSINESS Item 5. Shared Services Agreement between Imperial Valley Healthcare District and El Centro Regional Medical Center.	Douglas Habig reviewed the terms of the Shared Services Agreement between Imperial Valley Healthcare District and El Centro Regional Medical Center	Informational.
CHIEF EXECUTIVE OFFICER UPDATE	Item to be discussed in Closed Session	Informational

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
Item 6. Verbal Report from the CEO to the Board of Trustees—Informational		
Item 7. Manager Update—Patty Maysent—Informational	Item to be discussed in Closed Session	Informational.
FINANCE and OPERATIONAL UPDATE Item 8. Review and Approval of the Financial Statements for Month and Year-to-Date as of July 2025.	David Momberg presented the Financial Statements for Month and Year-to-Date as of July 2025 report and answered questions. Presentation included: • Comparative volumes vs. Prior Month/Year • Balance Sheet vs. Prior Month comparison • Operating Statement vs. Prior Month comparison • Monthly Cash Flow (Fiscal Year to Date)	MOTION: by Carter, second by Marroquin and carried to approve the Financial Statements for Month and Year-to-Date as of July 2025. All present in favor; none opposed.
Item 9. Review and Approval of the Financial Statements for Month and Year-to-Date as of August 2025.	David Momberg presented the Financial Statements for Month and Year-to-Date as of August 2025 report and answered questions. Presentation included: • Comparative volumes vs. Prior Month/Year • Balance Sheet vs. Prior Month comparison • Operating Statement vs. Prior Month comparison • Monthly Cash Flow (Fiscal Year to Date)	MOTION: by Ellett, second by Tomaszewski and carried to approve the Financial Statements for Month and Year-to-Date as of August 2025. All present in favor; none opposed.
RECESS TO CLOSED SESSION		MOTION: by Ellett, second by Camarena and carried to recess to Closed Session at 6:07 pm for HEARING/ DELIBERATIONS RE MEDICAL QUALITY COMMITTEE REPORTS/STAFF PRIVILEGES, TRADE

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
		SECRETS and CONFERENCE WITH LEGAL COUNSEL. All present in favor to recess to Closed Session. None opposed
RECONVENE TO OPEN SESSION		The Board of Trustees reconvened to Open Session at 7:27 p.m.
ANNOUNCEMENT OF CLOSED SESSION ACTIONS, IF ANY—GENERAL COUNSEL		[A. HEARING/DELIBERATIONS RE MEDICAL QUALITY COMMITTEE REPORTS/STAFF PRIVILEGES—GOVERNMENT CODE SECTION 37624.3] MOTION: by, Ellet second by Carter and carried to approve the 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. Tomaszewski abstained. [C. CONFERENCE WITH LEGAL COUNSEL—GOVERNMENT CODE SECTION 54956.9 (d)(1)] re: Carrillo Claim MOTION: by Ellet, second by Carter and carried to approve the response from

TOPIC	DISCUSSION/CONCLUSION	RECOMMENDATION/ACTION
		ECRMC to the demand regarding Carrillo Claim. All present in favor; none opposed.
ADJOURNMENT		There being no further business, meeting was adjourned at approximately 7:29 p.m.

BELEN GONZALEZ, BOARD EXECUTIVE SECRETARY

APPROVED BY

SYLVIA MARROQUIN, ACTING-BOARD PRESIDENT



TO: ECRMC BOARD MEMBERS

FROM: Luis Castro, Chief Human Resources Officer

DATE: October 27, 2025

MEETING: Board of Trustees

SUBJECT: TRIENNIAL REVIEW OF HEALTH CARE WORKER IMMUNIZATIONS POLICY.

BUDGET IMPACT:

A. Does the action impact/affect financial resources?

☒ Does not Apply

☐ Yes ☒ No

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

BACKGROUND: Updated Health Care Worker Immunization Policy to align with current immunization standards and the latest recommendations of the Advisory Committee on Immunizations Practices for disease prevention and control.

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

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

ATTACHMENT(S):

- Triennial Policy: Health Care Worker Immunizations

Approved for agenda, Chief Executive Officer

Date and Signature: _____

Pablo Velazquez

		Department: Employee Health Department	
		Document Owner/Author: Employee Health Nurse	
		Category: Hospital Wide	Approval Type: Triennial
Date Created: 01/25/2011	Date Board Approved: 01/09/2017	Date Last Review: 03/29/2023	Date of Next Review: 03/29/2026
Procedure Name: Health Care Worker Immunizations			

Purpose/Introduction

For vaccine-preventable diseases, the most effective way to reduce transmission from Health Care Personnel (HCP) to patients is immunization. Immunizing HCP has the double benefit of directly protecting the HCP and indirectly protecting the patients with whom they come in contact

Immunization also creates herd immunity, thus protecting patients and HCP who cannot be vaccinated or for whom vaccine is unlikely to trigger a sufficient antibody response. Immunization helps to maintain the critical workforce during disease outbreaks, during which HCP are the first line of defense. In addition, physicians and other HCP set an example to their peers, patients, and the public concerning the importance of immunization.

HCP should be immunized against potentially contagious diseases in order to protect themselves, patients, and other staff. This will be done according to state and federal mandates, California Occupational Safety and Health Administration (Cal OSHA) guidelines and the Center for Disease Control CDC) and Prevention Guideline for Infection Prevention in Health Care Personnel.

Policy

As permitted, standardized procedures enable nurses and other healthcare professionals to assess the need for and to vaccinate HCP who meet the criteria for the various vaccinations noted in this policy. All vaccines covered in this policy are permitted to be administered by the Employee Health Nurse or designee by standardized procedure. All vaccines covered in this policy will be offered to the HCP with no out of pocket expense.

Responsibilities

Person/Title	Responsibilities
Pharmacist	- Ensure that ECRMC's vaccine inventory management is consistent with vaccine program requirements. - Ensure that ECRMC's vaccine storage units meet vaccine storage requirements.

Deleted: <#>Ensure reporting inventory in Vaccine Finder within 24 hours for COVID 19 or as required by governing agency.¶

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		Department: Employee Health Department	
		Document Owner/Author: Employee Health Nurse	
		Category: Hospital Wide	Approval Type: Triennial
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Employee Health Nurse	- Complies with all federal and state vaccine management requirements, including key areas outlined in this plan. - Upon hire the Employee Health nurse or designee shall complete competencies for intramuscular injections and vaccine administration. - The Employee Health nurse or designee provides the required orientation and annual validation of competency. - The Employee Health nurse or designee is responsible for vaccine administration management of HCP under the direct supervision of the Infectious Disease Specialist or designee. - The Employee Health nurse designates HCP as necessary to provide vaccinations to HCP during mass vaccination events. - Screens all HCP for contraindications or precautions to the vaccine being offered/requested. - Ensures a VIS for the vaccine administered is provided to the HCP with each vaccine received by the HCP. - The Employee Health Nurse or designee provides education to HCP for subsequent dosing of vaccines as needed. - Track and record all HCP influenza and COVID 19 vaccinations and necessary information required by applicable public health agencies (state/federal). - Document and maintain all other HCP vaccination records in the employee health HCP records.
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Chief Human Resource Officer	Overall responsibility for facilitating the review and approval of vaccine exemptions.
HCP	- Provide proof of vaccination to Human Resources or Employee Health. - Submit request for vaccination exemptions. - Report all vaccine reactions to the Vaccine Adverse Event Reporting System (VAERS): www.vaers.hhs.gov

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Vaccine Administration

Informed consent and the most current Vaccine Information Sheet (VIS) must be provided to HCP prior to receiving immunizations. Written consent must be received from the HCP prior to administration of immunizations. The consent form will be filed in the Employee Health file. Vaccinations will be offered within 10 working days from beginning of assignment.

- Immunizations are offered by the Employee Health Nurse at the time of hire and throughout the time of employment.
- By standardized procedure all vaccines noted in this policy may be administered by the Employee Health Nurse, or designee with an active California Board of Registered Nursing (BRN) license. They may also be administered by other HCP where allowed by state law.
- The Employee Health Nurse or designee will screen HCP for contraindications or precautions to the vaccine being offered, recommended or requested by the HCP.
- The Employee Health Nurse or designee will follow CDC guidelines for all vaccines offered/discussed in this policy.

Equipment:

ECRMC uses vaccine compliant vaccine storage refrigerator(s) and freezer(s) and maintains recommended temperature ranges:

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- Refrigerator: between 36 to 46°F (2°C-8°C).
 - Freezer: between -13 to 14 F° (-25 to - 10°C).
 - Ultralow Freezer: approximately -112°F-76°F and -80°C to -60°C.
 - Each unit is plugged directly into a wall outlet and is not controlled by a light switch, power strips, or surge protectors with an on/off switch.
 - Storage units are set up according to vaccine requirements.
 - Units are kept away from direct sunlight and away from walls to allow air circulation.
- Vaccine is never stored in the door, drawers, or bins.
- Vaccines are stored in their original packaging until administered; vaccine supply is 2-3 inches away from walls, air vents, and floor to allow space for air circulation.
 - Food, beverages, and laboratory specimens are not stored in the units at any time.

Thermometers/Temperature Probes:

- Each storage unit has a vaccine-compliant thermometer/temperature probe accurate within +/-1°F (+/-0.5°C).
- Each thermometer has a current and valid Certificate of Calibration (also known as a Report of Calibration).
- The thermometer's display is attached to the outside of the storage unit.

Thermometer Calibration

- Primary thermometers are calibrated annually (or every other year if the manufacturer's recommendation is for a longer period).
- Certificates of Calibration are filed in a readily accessible area, kept for three years, and are presented upon request.

Inventory Management

- Inventory and vaccine usage for COVID 19, which documents each patient, vaccine type, lot number, and date of administration will be entered into the CAIRS 2 registry.
- Vaccine that is drawn up and not used is disposed of properly.

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Receiving and Inspecting of Vaccine Shipments

- ECRMC assumes responsibility for all vaccine shipped to its site.
- Vaccine shipments are inspected immediately upon arrival to verify that the temperature during transport was within range, and that the vaccines being delivered match those listed on the packing slip and order confirmation.
- ECRMC reports shipment discrepancies and vaccine exposed to out-of-range temperatures immediately to the appropriate vendor.
- Vaccines are immediately stored according to vaccine requirements.

Definitions

Term	Definition
Hepatitis B	Hepatitis B is a vaccine-preventable liver infection caused by the hepatitis B virus (HBV). Hepatitis B is spread when blood, semen, or other body fluids from a person infected with the virus enters the body of someone who is not infected.
Hepatitis A	A form of viral hepatitis transmitted in food, causing fever and jaundice.
Measles, Mumps, and Rubella	Measles is a highly contagious infectious disease caused by the measles virus. Symptoms usually develop 10–12 days after exposure to an infected person and last 7–10 days. Initial symptoms typically include fever, often greater than 40 °C (104 °F), cough, runny nose, and inflamed eyes. Mumps is a viral infection that primarily affects saliva-producing (salivary) glands that are located near your ears. Mumps can cause swelling in one or both of these glands. Rubella is a contagious viral infection best known by its distinctive red rash. It's also called German measles or three-

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	day measles. While this infection may cause mild symptoms or even no symptoms in most people, it can cause serious problems for unborn babies whose mothers become infected during pregnancy.
Tetanus, Diphtheria, Pertussis	Tetanus is a serious illness caused by Clostridium bacteria. The bacteria live in soil, saliva, dust, and manure. The bacteria can enter the body through a deep cut, like those you might get from stepping on a nail, or through a burn. The infection causes painful tightening of the muscles, usually all over the body. Diphtheria is a serious infection caused by strains of bacteria called Corynebacterium diphtheriae that make toxin (poison). It can lead to difficulty breathing, heart failure, paralysis, and even death. Pertussis, also known as whooping cough, is a highly contagious respiratory disease. It is caused by the bacterium Bordetella pertussis. Pertussis is known for uncontrollable, violent coughing which often makes it hard to breathe.
Varicella	Chickenpox, also known as varicella, is a highly contagious disease caused by the initial infection with varicella zoster virus (VZV). The disease results in a characteristic skin rash that forms small, itchy blisters, which eventually scab over. It usually starts on the chest, back, and face.
Influenza	Influenza is a viral infection that attacks your respiratory system — your nose, throat and lungs. Influenza is commonly called the flu, but it's not the same as stomach "flu" viruses that cause diarrhea and vomiting.

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COVID 19	Coronavirus disease 2019 (COVID-19) is caused by a new coronavirus first identified in Wuhan, China, in December 2019. Although most people who have COVID-19 have mild symptoms, COVID-19 can also cause severe illness and even death. Some groups, including older adults and people who have certain underlying medical conditions, are at increased risk of severe illness. Symptoms may appear 2-14 days after exposure. Symptoms may include: fever, chills, shortness of breath, fatigue, body aches, headache, loss of taste or smell, sore throat, congestion/runny nose, nausea and or vomiting and diarrhea.
<u>Meningococcal</u>	<u>Meningococcal disease is caused by bacteria called <i>Neisseria meningitidis</i>. The two most common types of meningococcal infections are meningitis and bloodstream infections. With meningococcal meningitis, the bacteria infect the lining of the brain and spinal cord and cause swelling. With a meningococcal bloodstream infection, the bacteria enter the blood and damage the walls of the blood vessels. This causes bleeding in the skin and organs.</u>
Herd Immunity	Occurs when a large portion of a community (the herd) becomes immune to a disease. The spread of disease from person to person becomes less likely when herd immunity is achieved. Therefore the whole community becomes protected, not just those who are immune.
Exemption	An excuse from receiving a vaccine due to a medical or religious belief recognized by the Food and Drug Administration (FDA) or CDC. Exempted HCP may be required to adhere to additional Non-Pharmaceutical Intervention (NPI).

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NPI	An action, other than getting vaccinated, or taking medicine that HCP can take to prevent the transmission of communicable diseases. Examples include but are not limited to testing or use of certain PPE.
Vaccine Information Sheet (VIS)	An information sheet produced by the CDC that explains the risks and benefits of a vaccine to the recipients.
Vaccine Adverse Event Reporting System (VAERS)	A national vaccine safety surveillance program that helps to detect unusual or unexpected reporting patterns of adverse events from vaccines for use by the FDA.

Vaccines:

Hepatitis B Vaccine

This vaccine series is available to all employees with risk for occupational exposure to blood borne pathogens. The vaccine shall be offered to all HCP without proof of vaccination and or without [laboratory confirmation of](#) immunity to Hepatitis B virus (HBV). [HCP](#) who do not wish to receive the vaccine must sign a declination form.

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Hepatitis A Vaccine

This vaccine series is offered to all HCP upon request. HCP and food handlers are not at increased risk for HAV infection because of occupational exposure.

Rubeola (Measles), Mumps and Rubella (German Measles) (MMR) Vaccine

MMR vaccine will be offered to all HCP [born after 1957](#) without documented evidence of vaccination [or](#), laboratory confirmation of immunity. The vaccine is provided by the Employee Health Department as M-M-R®II (Measles, Mumps, and Rubella Virus Vaccine Live). [HCP](#) who do not wish to receive the MMR vaccine must sign a declination form.

- HCP without evidence of immunity to MMR should be offered the vaccine within 72 hours of exposure.

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- A third dose of MMR may be recommended in certain mumps outbreak situations as recommended by the Infectious Disease Specialist or local public health department.

Tetanus, Diphtheria, Pertussis (Tdap) Vaccine

Tdap vaccine shall be offered to all HCP. Those HCP who provide care to infants shall be strongly encouraged to receive the vaccine. Every adult should get the Tdap vaccine once if they did not receive it as an adolescent to protect against pertussis (whooping cough), and then a Td (tetanus, diphtheria) or Tdap booster shot every 10 years. In addition, women should get the Tdap vaccine each time they are pregnant, preferably at 27 through 36 weeks gestation. HCP should receive a booster dose of Td or Tdap earlier in the case of a severe and or dirty wound or burn. HCP who do not wish to receive the vaccine must sign a declination form.

Varicella (Chickenpox) Vaccine

HCP without evidence of Varicella immunity by means of two documented doses, laboratory confirmation of immunity or diagnosis/verification of a history of varicella by a licensed health care provider will be referred to the Imperial County Public Health Department for the vaccine. HCP who decline Varicella vaccination shall sign a declination form.

- Pregnant women should not be vaccinated for varicella because the effects of the varicella virus on the fetus are unknown.

Influenza Vaccine

Hospitalized patients are more vulnerable to influenza than members of the general population are. Many studies show that vaccination of HCP reduces the risk to patients since HCP are frequently implicated as the source of influenza in healthcare settings.

- As a condition of employment, appointment of medical staff or allied staff, and access to ECRMC premises all ECRMC associates and medical staff, must receive an annual influenza vaccination or sign a declination statement.

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- Other credentialed professionals, volunteers, students, contractors, and vendors, regardless of employer must receive an annual influenza vaccination, or provide documentation from a licensed physician indicating evidence-based medical contraindication against influenza vaccination by completing a medical contraindication form.
- At the time of application, potential new hires, volunteers and other credentialed professionals, students, contractors and vendors will be notified of ECRMC's mandatory influenza vaccination policy. Applicants hired during the Influenza season will be required to obtain an influenza vaccination, or sign a declination statement through the Employee Health Department, (students, contractors, and vendors require a medical contraindication form) or submit proof of influenza vaccination.
- The Employee Health Department will provide the vaccine to all employees, board members, medical staff and adult volunteers, as designated in this policy. HCP may choose to be vaccinated outside of ECRMC, provided that they submit written proof of vaccination to the Employee Health Department or Human Resources. Proof must include the person's name, proof of vaccination, date, location and name of the provider. Vaccines received outside of ECRMC will not be reimbursed.
- Any person covered by this policy who fails to comply with the vaccination or documentation requirement by the second Tuesday of November will be denied access to ECRMC premises during the annual influenza season. Such persons may also be subject to the relevant disciplinary procedures established by their respective institutional entity, as it relates to condition of employment, appointment, or access.
- Individuals who decline vaccination or have a medical contraindication against influenza vaccination must wear a surgical mask at all times while on an ECRMC premise during the influenza season (typically between October thru May).

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Consequences of Influenza Vaccine Non-Compliance

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- HCP who fail to comply with this policy by the end of the stated deadline will be suspended from employment or denied access to ECRMC premises. If the HCP decides to comply, they may return to work.
- Non-compliance with this policy can result in the termination of a relationship with contracted staff and vendors.
- Non-compliant students and volunteers will not be allowed on ECRMC premises during the influenza season.

Influenza Vaccine Shortage Contingency

In the event of an influenza vaccine shortage, ECRMC Administration and the Infection Prevention Committee will determine an appropriate distribution plan for the resources available. Administration will involve, Human Resources, Pharmacy, and other departments across all entities as needed in determining the allocation plan across ECRMC. Influenza vaccine will be offered to personnel based on risk to patient population cared for, job function, and risk of exposure to influenza. Priority will be given to those who provide hands-on patient care with prolonged face-to-face contact with patients and/or have highest risk of exposure to patients with influenza. Those who are prioritized to receive vaccine will be held to the mandatory standard. Those who are not prioritized to receive vaccine will not be held to the mandatory standard for the duration of the vaccine shortage period, and recommendations will be provided to those who do not receive vaccine by ECRMC.

COVID 19 Vaccine

A COVID-19 vaccine might prevent you from getting COVID-19. Or, if you get COVID-19, the vaccine might keep you from becoming seriously ill or from developing serious complications. Getting vaccinated also might help protect people around you from COVID-19, particularly people at increased risk of severe illness from COVID-19.

- COVID 19 recommendations continue to change as new information/research about the virus and vaccine evolve. ECRMC follows the most current guidance from the Centers for

		Department: Employee Health Department	
		Document Owner/Author: Employee Health Nurse	
		Category: Hospital Wide	Approval Type: Triennial
Date Created: 01/25/2011	Date Board Approved: 01/09/2017	Date Last Review: 03/29/2023	Date of Next Review: 03/29/2026
Procedure Name: Health Care Worker Immunizations			

Disease control (CDC), state and federal mandates and the California Department of Public Health (CDPH). https://www.cdc.gov/covid/vaccines/stay-up-to-date.html?CDC_AAref_Val=https://www.cdc.gov/coronavirus/2019-ncov/vaccines/stay-up-to-date.html?s_cid=11747:cdc%2520fully%2520vaccinated%2520definition:sem.ga:p:RG:GM:gen:PTN:FY22

Meningococcal Vaccine

Microbiologist routinely exposed to isolates of N.meningitidis, without evidence of immunity to Meningococcal disease should be vaccinated with both MenACWY and MenB vaccines and will be referred to the Imperial County Public Health Department for the vaccine. HCP who decline meningococcal vaccination must sign a declination form.

Associated Policies/Procedures

Title	Number	Location (Hyperlink)
Downtime Procedure, Pharmacy, for Power Outage/Refrigerator or Freezer Device Failure	4077	Downtime Procedure, Pharmacy, For Power Outage / Refrigerator or Freezer Device Failure v.2
Employee Health Program		Employee Health Program
Healthcare Worker Exposure to Communicable Disease		Healthcare Worker Exposure to Communicable Disease
Infectious Diseases Which May Affect Pregnant Health Care Workers		Infectious Diseases Which May Affect Pregnant Health Care Personnel
Pertussis Exposure		Pertussis Exposure

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Deleted: https://www.cdc.gov/coronavirus/2019-ncov/vaccines/stay-up-to-date.html?s_cid=11747:cdc%20fully%20vaccinated%20definition:sem.ga:p:RG:GM:gen:PTN:FY22

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Procedure Name: Health Care Worker Immunizations			

References

<https://www.cdc.gov/vaccines/covid-19/clinical-considerations/interim-considerations-us.html#contraindications>

Centers for Disease Control and Prevention. Immunization of Health-Care Personnel-Recommendations of the Advisory Committee on Immunization Practices (ACIP). *MMWR* 2011;60(RR. 7)

Centers for Disease Control and Prevention. Prevention of Hepatitis B Virus Infection in the United States-Recommendations of the Advisory Committee on Immunization Practices (ACIP). *MMWR* 2018;60(RR. 1):1-30

Immunization Action Coalition found at: immunize.org
MMWR Prevention of Measles, Rubella, Congenital Rubella Syndrome, and Mumps, 2013; retrieved at <https://www.cdc.gov/mmwr/pdf/rr/rr6204.pdf>

MMWR Universal Hepatitis B Vaccination in Adults Aged 19-59 Years: Updated Recommendations of the Advisory Committee on Immunization Practices- United States, 2022; retrieved from: <https://www.cdc.gov/mmwr/volumes/71/wr/pdfs/mm7113a1-H.pdf>

[MMWR Prevention of Hepatitis A Virus in the United States: Recommendations of the Advisory Committee on Immunization Practices, 2020](#)

Centers for Disease Control and Prevention Guidelines for Vaccinating Pregnant Women. <https://www.cdc.gov/vaccines/pregnancy/hcp-toolkit/guidelines.html>

The Centers for Disease Control and Prevention (CDC). (2011) Prevention and control of influenza with vaccines: recommendations of the Advisory Committee on Immunization Practices (ACIP), 2011.

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		Document Owner/Author: Employee Health Nurse	
		Category: Hospital Wide	Approval Type: Triennial
Date Created: 01/25/2011	Date Board Approved: 01/09/2017	Date Last Review: 03/29/2023	Date of Next Review: 03/29/2026
Procedure Name: Health Care Worker Immunizations			

255 Prevention and Control of Seasonal Influenza with Vaccines: Recommendations of the Advisory
256 Committee on Immunization Practices, United States, 2021-2022 Influenza Season; retrieved
257 from <https://www.cdc.gov/mmwr/volumes/70/rr/rr7005a1.htm>

258
259 Babcock HM, Gemeinhart N, Jones M, Dunagan WC, Woeltje KF. Mandatory influenza
260 vaccination of health care workers: translating policy to practice. Clin Infect Dis.
261 2010;50(4):459-464.

262
263 Hoffmann, C, Perl, T. The Next Battleground for Patient Safety: Influenza Immunization of
264 Healthcare Workers Infect Control Hosp Epidemiol 2005;26:851-852

265
266 Talbot TR, Bradley SF, Cosgrove SE, et al. SHEA Position Paper: Influenza vaccination of health-
267 care workers and vaccine allocation for health care workers during vaccine shortages. Infection
268 Control Hosp Epidemiology 2005;26:882-90.

269
270 The following are links to policy documents from organizations that support mandatory influenza
271 vaccination programs for health care personnel:
272 American hospital association - [http://www.aha.org/advocacy-issues/tools-](http://www.aha.org/advocacy-issues/tools-resources/advisory/2011/110722-quality-adv.pdf)
273 [resources/advisory/2011/110722-quality-adv.pdf](http://www.aha.org/advocacy-issues/tools-resources/advisory/2011/110722-quality-adv.pdf)

274 American Academy of Pediatrics - <http://aapnews.aappublications.org/content/31/9/1.3.full>

275 Infectious Disease Society of America (IDSA) -
276 [http://www.idsociety.org/uploadedFiles/IDSA/Policy_and_Advocacy/Current_Topics_and_Issu](http://www.idsociety.org/uploadedFiles/IDSA/Policy_and_Advocacy/Current_Topics_and_Issues/Immunizations_and_Vaccines/Health_Care_Worker_Immunization/Statements/IDSA%20Policy%20on%20Mandatory%20Immunization%20Revision%20083110.pdf)
277 [es/Immunizations_and_Vaccines/Health_Care_Worker_Immunization/Statements/IDSA%20Pol](http://www.idsociety.org/uploadedFiles/IDSA/Policy_and_Advocacy/Current_Topics_and_Issues/Immunizations_and_Vaccines/Health_Care_Worker_Immunization/Statements/IDSA%20Policy%20on%20Mandatory%20Immunization%20Revision%20083110.pdf)
278 [icy%20on%20Mandatory%20Immunization%20Revision%20083110.pdf](http://www.idsociety.org/uploadedFiles/IDSA/Policy_and_Advocacy/Current_Topics_and_Issues/Immunizations_and_Vaccines/Health_Care_Worker_Immunization/Statements/IDSA%20Policy%20on%20Mandatory%20Immunization%20Revision%20083110.pdf)

279 National Patient Safety Foundation – [http://www.npsf.org/updates-news-press/press/media-](http://www.npsf.org/updates-news-press/press/media-alert-npsf-supports-mandatory-flu-vaccinations-for-healthcare-workers/)
280 [alert-npsf-supports-mandatory-flu-vaccinations-for-healthcare-workers/](http://www.npsf.org/updates-news-press/press/media-alert-npsf-supports-mandatory-flu-vaccinations-for-healthcare-workers/)

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Procedure Name: Health Care Worker Immunizations			

281 Society for Healthcare Epidemiology of America (SHEA)
282 <http://www.mc.vanderbilt.edu/documents/infectioncontrol/files/2010%20Revised%20SHEA%20PP%20HCW%20Fluvax%20FINAL.pdf>
283

TO: HOSPITAL BOARD MEMBERS

FROM: Douglas Habig

DATE: October 27, 2025

MEETING: Board of Trustees



SUBJECT: Defined Benefit Pension – Gov. Code §7507 Compliance

BUDGET IMPACT:

- A. Does the action impact/affect financial resources? X Yes No
B. If yes, what is the impact amount: Reduction in Costs of \$4.9 Million

IMMEDIATE ACTION REQUESTED

BACKGROUND: As a key component of closing the transaction set forth in the Asset Transfer Agreement (“ATA”) between El Centro Regional Medical Center (“ECRMC”), the City of El Centro (“City”) and Imperial Valley Healthcare District (“IVHD”), ECRMC is required to transfer sponsorship of the ECRMC Defined Benefit Pension Plan (“Plan”) to IVHD upon closing. In addition, as a condition of closing ECRMC is required to implement a freeze of the Plan whereby participants in the Plan who are still employed at ECRMC will no longer be able to make contributions to the Plan upon termination of their employment with ECRMC and initiation of employment with IVHD. The Board will be presented with the Resolutions and discussion of the proposed freezing of the Plan and the additional termination of other retirement plans and benefits, including the 401(a) plan and 457(b) plan, at its meeting scheduled to be held on November 24, 2025. California Government Code §7507 requires that any action that effects a change in cost of public retirement benefits or other post-employment benefits be evaluated by an actuary and that such change in costs as determined by the actuary “shall be made public at a public meeting at least two weeks prior to the adoption of any changes in public retirement plan benefits or other post-employment benefits.” Therefore, ECRMC management is now presenting the actuarial evaluation of the change in cost that such action will effect. Steve Persons has been the actuary for the Plan for several decades and his Actuarial Report is attached to this Memorandum. Mr. Persons will be available by phone to answer any questions the Board may have.

DISCUSSION: The proposed freezing of contributions to the ECRMC Defined Benefit Plan at the time of closing and transfer of sponsorship of the Plan to IVHD will not alter the benefits that have been accrued to the time of freezing for any employees whether they are still active participants or have previously terminated their employment with ECRMC. Such benefits are protected in the Trust Fund for which sponsorship will be transferred to IVHD. However, because the Plan was specifically established as a benefit provided to employees of ECRMC and such employment is being terminated as required under the ATA, with new employment established with IVHD, it is appropriate and necessary to freeze future employee contributions to the Plan. Steve Persons, ECRMC’s actuary, has determined that freezing the Plan to new contributions will provide a significant estimated reduction in costs to the Plan in the amount of \$4.9 Million Dollars.

RECOMMENDATION: Informational

ATTACHMENT(S):

- Actuarial Report from Steve Persons

Approved for agenda, Chief Executive Officer

Date and Signature: _____

Pablo Velaz

**El Centro Regional Medical Center
Retirement Income Plan**

**Board Meeting
October 27, 2025**

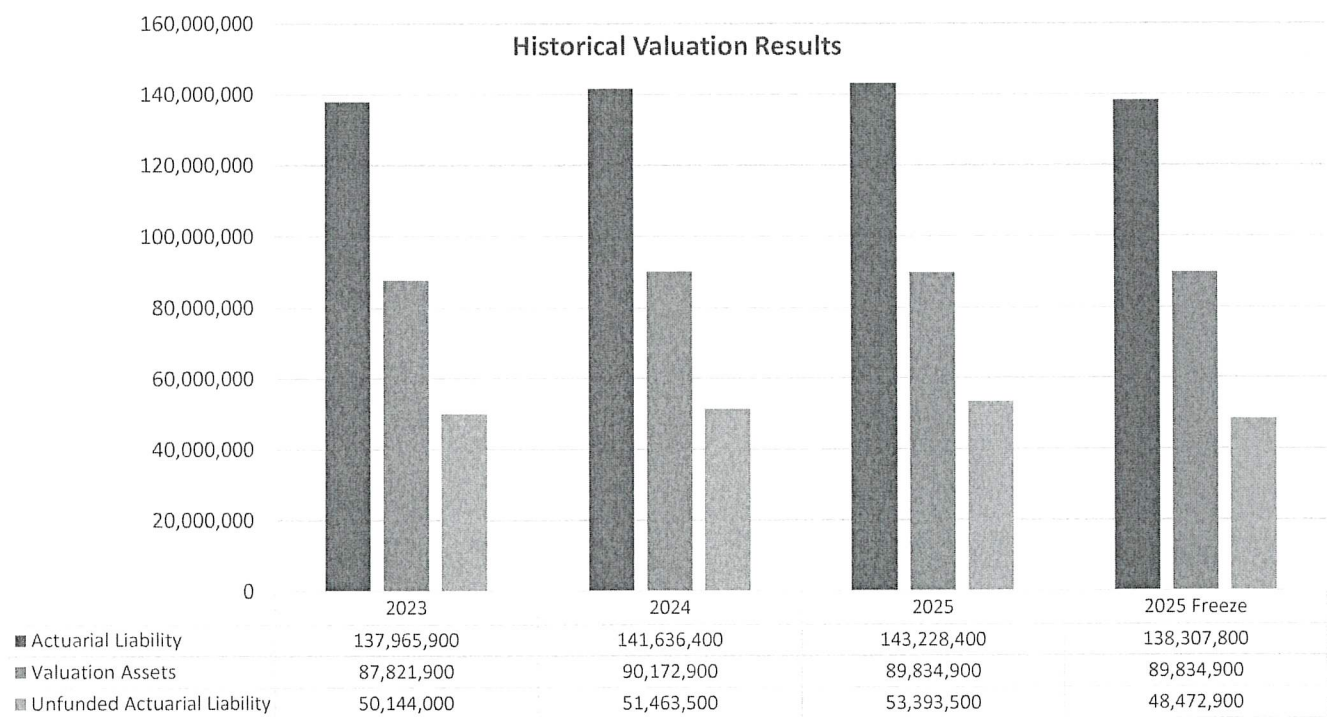
Summary of Key Items

- Annual recommended contribution is \$4,349,400, based on a 20-year amortization of the Unfunded Actuarial Liability.
- Annual recommended contribution is \$3,966,100, based on a 25-year amortization of the Unfunded Actuarial Liability.
- Annual recommended contribution is \$3,734,100, based on a 30-year amortization of the Unfunded Actuarial Liability.
- The Market Value of Assets was sufficient to provide for 62.0% of the actuarial accrued liability as of 07/01/2025.
- Based on the above, it is projected that the Plan's assets would be sufficient to make all projected benefit payments.
- On a Market Value basis, the Plan experienced an Asset Gain of \$2,801,000. The dollar-weighted rate of return was 10.50% compared to the assumed rate of 7.25%.
- For 2025, the Plan had a Net Actuarial Gain of \$822,100. This consisted of a Valuation Asset Loss of \$178,500 and an Actuarial Accrued Liability Gain of \$1,000,600. The Actuarial Accrued Liability Gain is mainly attributable to higher than expected termination of active participants..
- The average compensation increase for active participants for 2024 was 4.26% and the average increase in high 3-year average compensation, for those participants whose average compensation increased, was 4.45%.
- For Financial Reporting purposes, the Total Pension Expense for 2026 is \$5,544,000 compared to \$ 5,151,500 for 2025.
- Sensitivity of the Net Pension Liability to Changes in the Discount Rate:

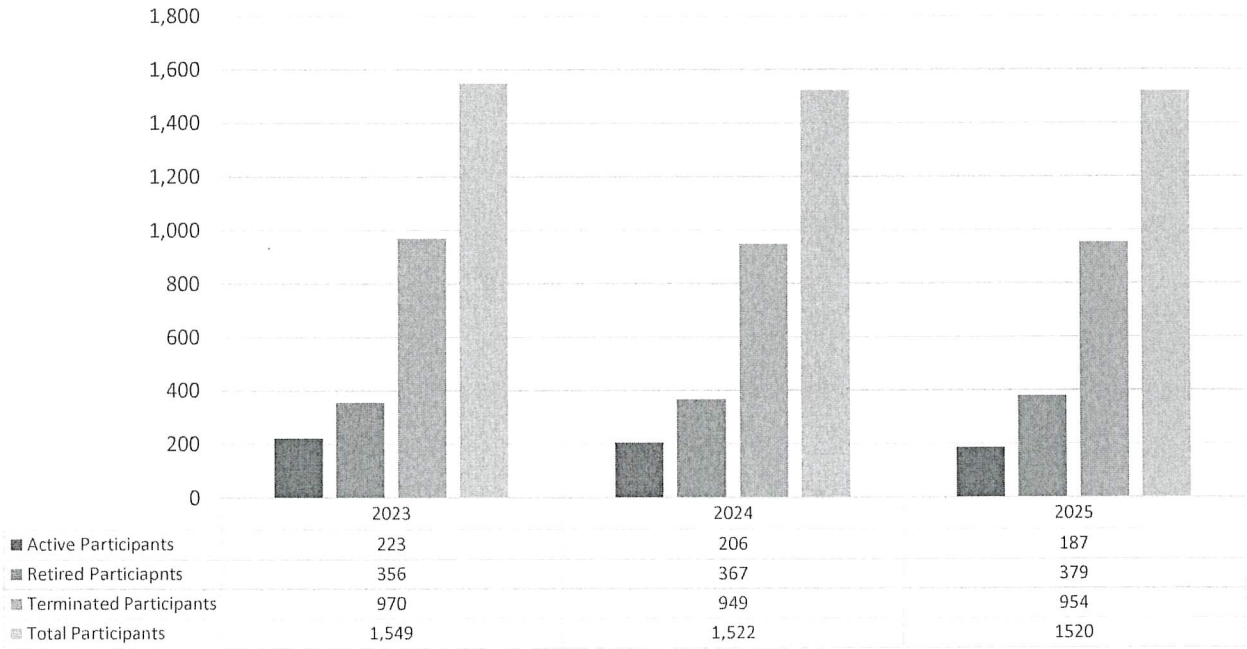
Expected Long-Term Rate of Return	1% Decrease (6.25%)	Current Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability	\$,000	\$,200	\$,400

COMPARISON OF FUNDING VALUATION RESULTS

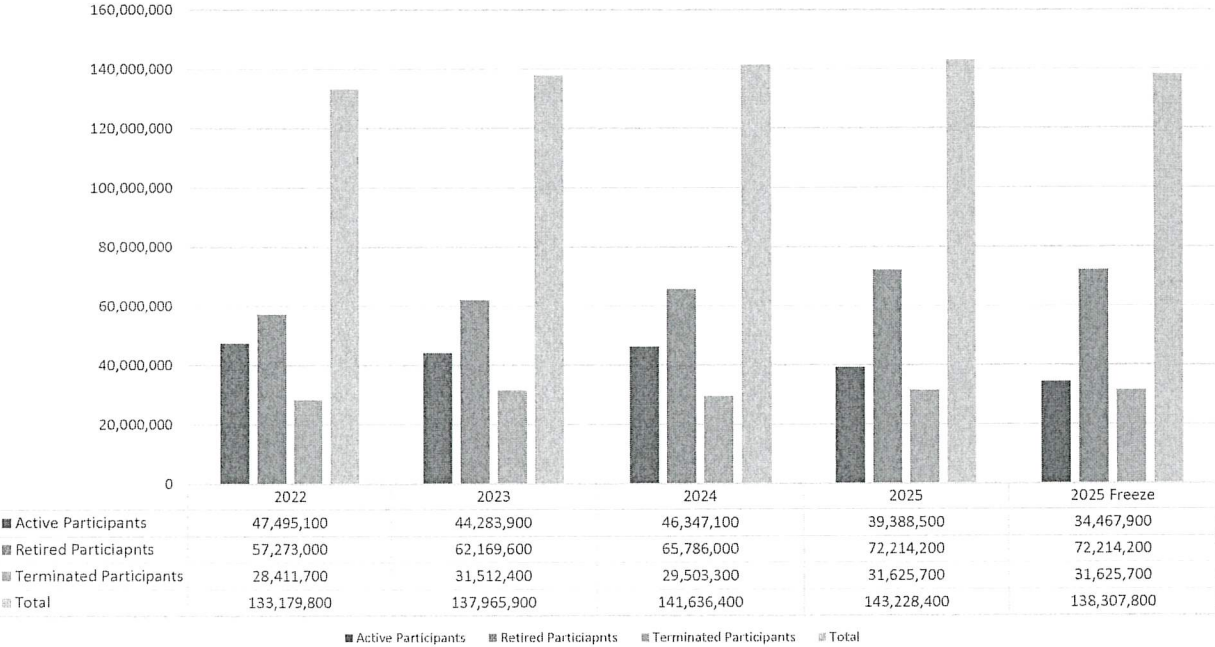
	<u>With Freeze</u>	<u>Without Freeze</u>
Actuarial Accrued Liability:	138,307,800	143,228,400
Valuation Assets	89,834,900	89,834,900
Valuation Assets as a Percentage of Actuarial Accrued Liability	65.9%	62.7%
Unfunded Actuarial Accrued Liability (UAAL)	48,472,900	53,393,500
Normal Cost:		
a. Total	461,100	525,300
b. Less: Expected Employee Contributions	<u>(496,300)</u>	<u>(992,600)</u>
c. Net	(35,200)	(467,300)
Recommended Employer Contribution		
a. 20-Year Amortization of UAAL	4,339,400	4,323,700
b. 25-Year Amortization of UAAL	3,966,100	3,901,400
c. 30-Year Amortization of UAAL	3,734,100	3,645,800

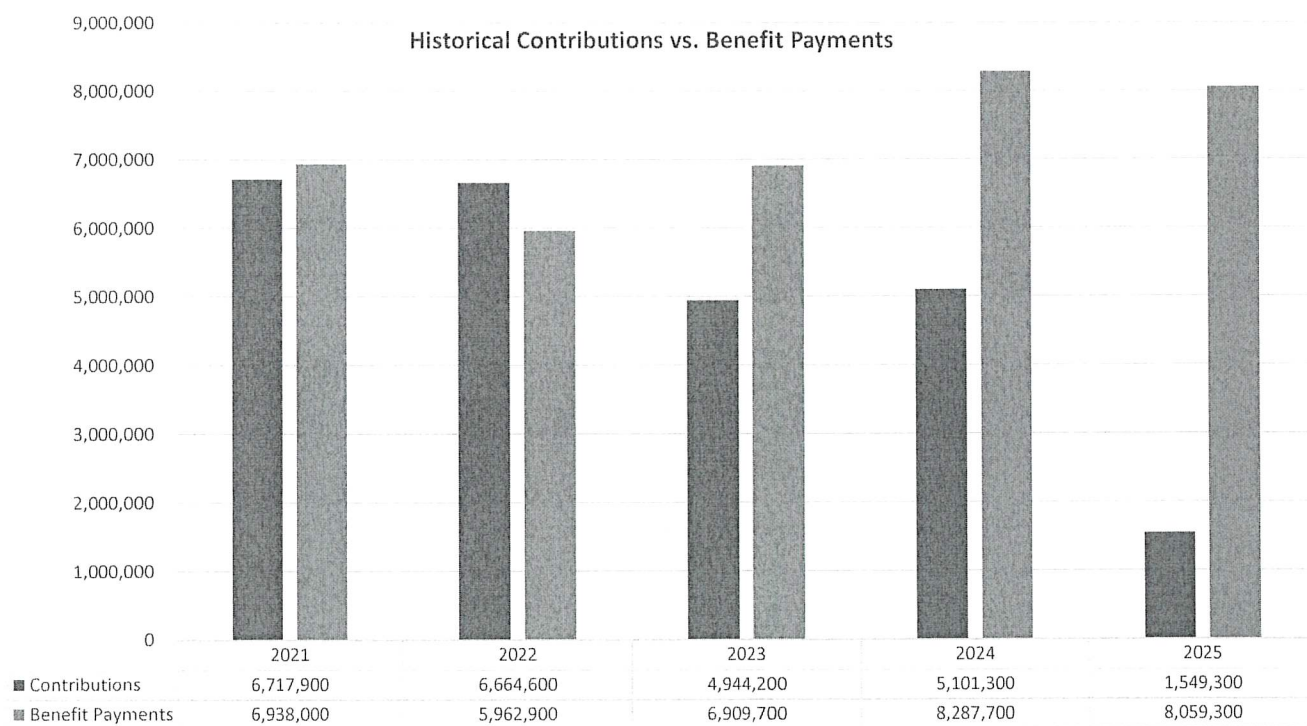


Summary of Participants by Status

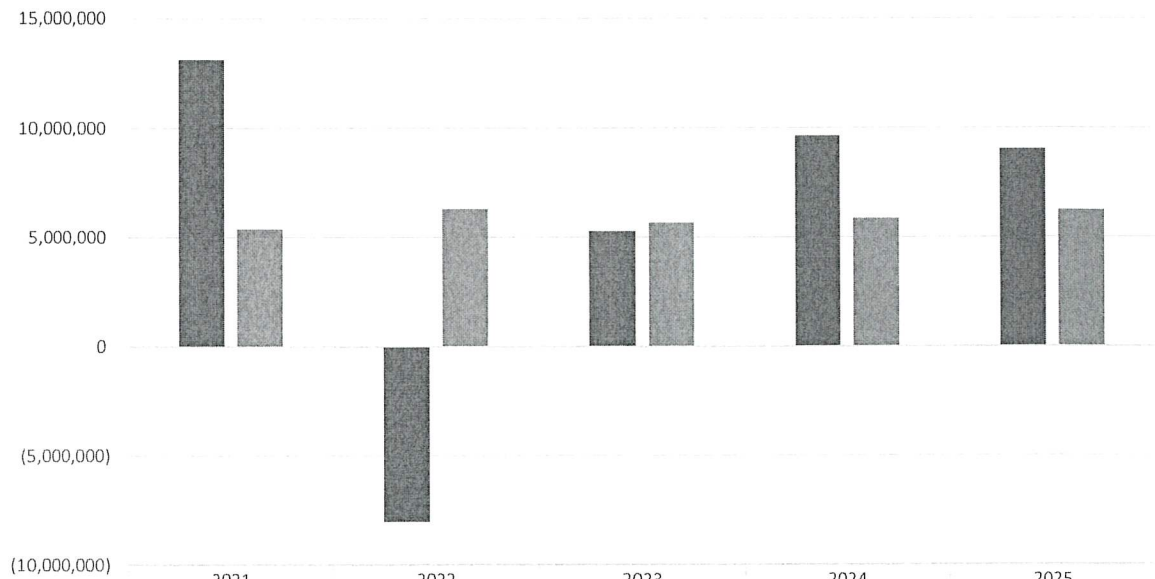


Summary of Actuarial Accrued Liability by Participant Status





Historical Investment Results



	2021	2022	2023	2024	2025
■ Actual Return (Average 7.52%)	13,134,700	(8,037,100)	5,281,500	9,650,400	9,050,900
■ Expected Return at 7.25%	5,386,400	6,307,100	5,660,800	5,865,500	6,249,900

■ Actual Return (Average 7.52%) ■ Expected Return at 7.25%

Review of GASB 68 Reports

Future Contribution Level Analysis

- Current annual recommended contribution level is \$4,300,000 for the next 20 years.
- For Financial Statements, GASB requires the projection of the Plan's assets, using the contributions established by a formal policy, the Plan's discount rate (7.25%) and projected benefit distributions, on a year-by-year basis for the next 99 years.
- Based on the above, it is projected that the Plan's assets would be sufficient to make all projected benefit payments.
- GASB requires that if the Plan becomes insufficient at any time in the future, at that time future payments must be discounted at the 20-year Municipal bond index rate (currently 4.13%).

Schedule of Changes In the Hospital's Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at June 30, 2024	<u>\$141,636,400</u>	<u>\$88,785,200</u>	<u>\$52,851,200</u>
Changes for the year:			
Service Cost	606,600		606,600
Interest	10,111,400		\$10,111,400
Contributions - Employer		1,000,000	(\$1,000,000)
Contributions - Employee		549,300	(\$549,300)
Actuarial Liability Loss (Gain)	(1,066,700)		(\$1,066,700)
Amendment to Freeze Benefits	(4,858,700)		(\$4,858,700)
Change in Assumptions	0		\$0
Benefit Payments Including Return of Participant Contributions	(8,059,300)	(8,059,300)	\$0
Net Investment Income		9,148,900	(\$9,148,900)
Administrative Expense		(98,000)	98,000
Other Changes			
Net Changes	<u>(3,266,700)</u>	<u>2,540,900</u>	<u>(5,807,600)</u>
Balances at June 30, 2025	<u>\$138,369,700</u>	<u>\$91,326,100</u>	<u>\$47,043,600</u>
None.			

Components of Pension Expense for the Fiscal Year Ended June 30:

	<u>2025</u>	<u>2026</u>
Service Cost	\$606,600	\$538,600
Interest on the Total Pension Liability	9,845,800	10,111,400
Amortization of Actuarial Liability Loss (Gain)	1,561,100	(519,200)
Amortization of Changes of Assumptions	0	0
Employee Contributions	(1,101,300)	(549,300)
Projected Earnings on Plan Investments	(5,996,500)	(6,463,500)
Amortization of Differences Between Projected and Actual Earnings on Plan Investments	179,700	140,100
Pension Plan Administrative Expense	56,100	98,000
Total Pension Expense	<u>\$5,151,500</u>	<u>\$3,356,100</u>

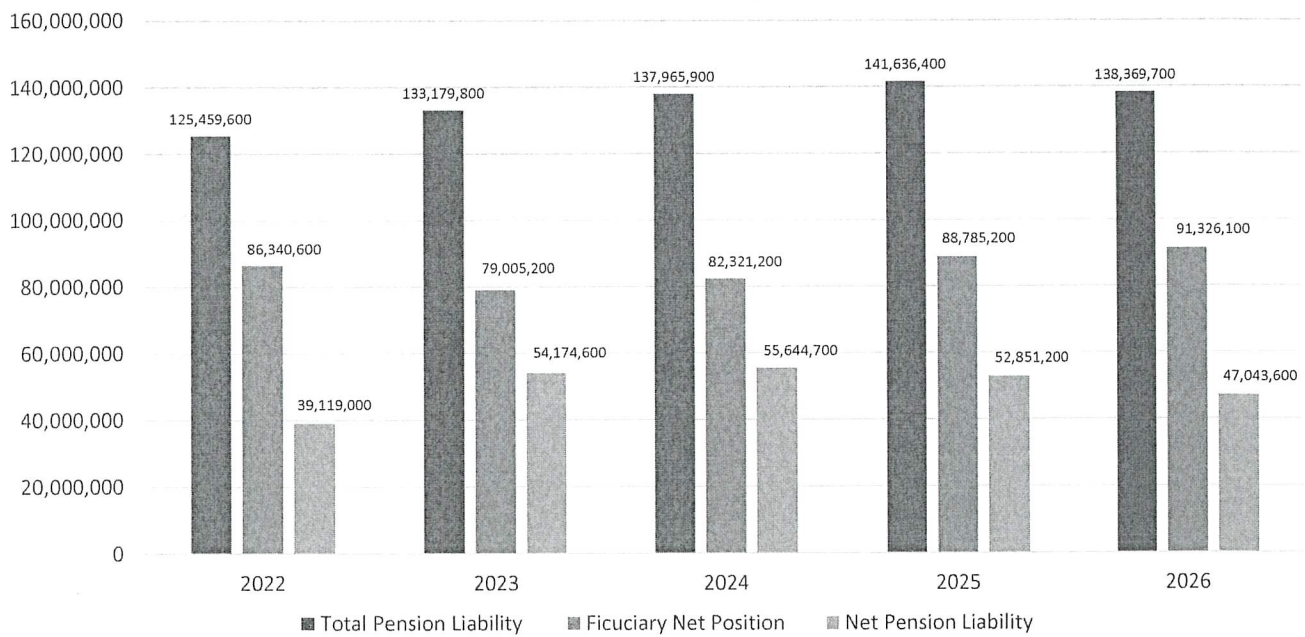
Sensitivity of the net pension liability to changes in the discount rate.

The following presents the net pension liability of the Hospital, calculated using the effective discount rate, as well as what the Hospital's net pension liability would be if it were calculated using a discount rate that reflected a long-term rate of return that is 1-percentage-point lower or 1-percentage-point higher than the current effective rate:

June 30, 2026 (Measurement Date June 30, 2025)

Expected Long-Term Rate of Return	1% Decrease (6.25%)	Current Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability	\$63,022,400	\$47,043,600	\$33,762,600

Historical GASB 68 Financial Reporting Results



EI Centro Regional Medical Center Retirement Income Plan
Illustration of the Effect of Freezing Accrued Benefits
Valuation Date of July 1, 2025

GASB 68 Financial Reports	Ongoing Accruals	Frozen Accruals
Total Pension Liability:		
Active Participants	39,388,500	34,467,900
Retired Participants	72,214,200	72,214,200
Terminated Participants	<u>31,625,700</u>	<u>31,625,700</u>
Total	143,228,400	138,307,800
Plan Fiduciary Net Positions (Assets at Market)	<u>91,326,100</u>	<u>91,326,100</u>
Net Pension Liability	<u>51,902,300</u>	<u>46,981,700</u>
Pension Expense	3,431,100	3,356,100

Funding Valuation	Ongoing Accruals	Frozen Accruals
Actuarial Accrued Liability	143,228,400	138,307,300
Valuation Assets (Smoothed)	<u>89,834,900</u>	<u>89,834,900</u>
Unfunded Actuarial Accrued Liability (UAAL)	<u>53,393,500</u>	<u>48,472,900</u>
Normal Cost:		
Total	525,300	N/A
Less Expected Employee Contributions	<u>(992,600)</u>	<u>N/A</u>
Net Normal Cost	<u>(467,300)</u>	<u>N/A</u>
20 Year Amortization of UAAL	4,323,700	4,349,400
Recommended Employer Contribution	3,856,400	4,439,400
25 Year Amortization of UAAL	3,901,400	3,966,100
Recommended Employer Contribution	3,343,100	3,966,100
30 Year Amortization of UAAL	3,645,800	3,734,100
Recommended Employer Contribution	3,178,500	3,734,100



September 2025 Financial Report

October 27, 2025

To: Finance Committee

From: David Momberg, Chief Financial Officer

The following package contains:

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

Balance Sheet:

- a) Cash balance decreased (\$570k) due to higher payments to vendors than receipts.
- b) Net Patient Accounts Receivable decreased (\$5.3M) due to gross patient accounts receivable decrease during the month related to full-year adjustments.
- c) Due from Third-Party Payors increased (\$1.8M) due to funds pending to receive.
- d) Deferred Outflows of Resources – Pension decreased (\$719k) due to no payments made during the month related to credit on pension account.
- e) Days in A/R increased to 13.51 from 13.32. The goal is 50 days.
- f) Accounts payable days increased, 88.69 vs. 84.29 days from previous month.
- g) Current Ratio is 1.54 (1.66 last month).

Income Statement – Current Month Actual vs. Prior Month:

- a) Our Inpatient Revenue is 4.6% higher due to higher adult admissions (292 vs. 279 prior month).
- b) Our Outpatient Revenue is 4.2% mainly due to lower Laboratory and Radiology revenues.
- c) Contractuals for the month are 88.4 % of gross revenues (82.2% YTD).
- d) Charity and Bad debt are 1.3% of gross revenues.
- e) Registry is 22.5% lower related to lower Pharmacy registry expenses.
- f) Professional Fees – Medical decreased 52.1% due UCSD Radiology over accrued for previous periods.
- g) Professional Fees – Non-medical decreased 53.7% due to Sheppard Mullin Richter credit for half/half allocated invoice between ECRMC and IVHD.
- h) Supplies – Non-medical increased 48% returning to normal levels after August's favorable inventory adjustment.
- i) Repairs and Maintenance decreased 14.2% mainly due to \$50k credit from Crayon for renewal agreement.
- j) Other fees are 17.8% higher due to higher Quest and Fresenius expenses.
- k) Other expenses are 61.1% higher due to HASDIC invoice received in September, coupled with \$17.5k penalty paid to CDPH.
- l) September 2025 shows a Net loss of \$4.5M (\$2.6M *negative EBIDA*).

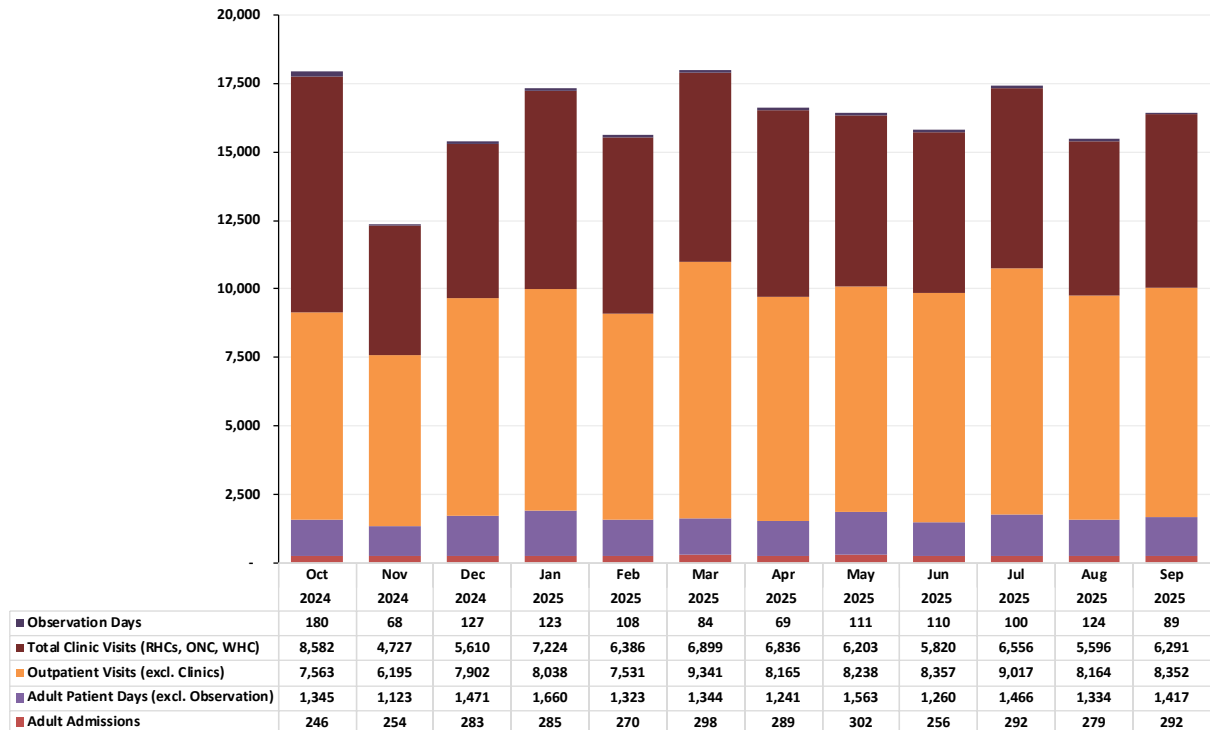
Definitions:

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

El Centro Regional Medical Center Comparative Volumes as of September 30, 2025

	Jun 2025	Jul 2025	Aug 2025	Sep 2025	YTD Actual	YTD Budget	YTD Variance
Adult Admissions (excl. Observation)	256	292	279	292	863	802	61
Patient Days (excl. Observation)	1,260	1,466	1,334	1,417	4,217	4,010	207
Average Length of Stay (excl. Observation)	4.9	5.0	4.8	4.9	4.9	5.0	(0.1)
Average Daily Census (excl. Observation)	42.0	47.3	43.0	47.2	68.0	45.2	22.9
Average Daily Census (ADC) Observation	3.7	3.2	4.0	3.0	5.0	6.7	(1.6)
Total ADC (including Observation)	45.7	50.5	47.0	50.2	73.1	51.8	21.2
Observation Days (excluding Obstetrics)	110	100	124	89	313	414	(101)
Outpatient Visits (excluding Clinics)	8,357	9,017	8,164	8,352	25,533	22,884	2,649
Emergency Room Visits	2,705	2,875	2,750	2,792	8,417	8,474	(57)
El Centro Rural Health Clinic Visits	2,972	3,385	2,808	3,281	9,474	10,274	(800)
Calexico Rural Health Clinic Visits	2,248	2,485	2,214	2,292	6,991	8,114	(1,123)
Rural Health Clinic Visits - Total	5,220	5,870	5,022	5,573	16,465	18,389	(1,924)
Wound Healing Center Visits	125	118	131	137	386	429	(43)
Oncology Center Visits	475	568	443	581	1,592	1,865	(273)
Oncology Center Infusion Procedures	1,308	1,524	1,164	1,213	3,901	4,163	(262)
Surgeries without C-Sections	433	486	397	461	1,344	1,289	55
DaVinci Cases	37	49	52	48	149	155	(6)

Rolling-12 Volume Trend



ECRMC BALANCE SHEET COMPARED TO PRIOR MONTH

	September 30, 2025	August 31, 2025	Variance (\$)	Variance (%)
Assets				
Current Assets:				
Cash and Cash Equivalents	\$ 4,764,979	\$ 5,334,948	\$ (569,969)	-11%
Net Patient Accounts Receivable	24,454,157	29,803,511	(5,349,354)	-18%
Other Receivables	217,634	197,793	19,841	10%
Due from Third-Party Payors	32,646,449	30,834,172	1,812,277	6%
Inventories	2,988,915	2,990,340	(1,424)	0%
Prepaid Expenses & Other	1,321,604	1,299,791	21,813	2%
Total Current Assets	66,393,739	70,460,555	(4,066,816)	-6%
Assets Limited as to Use				
Restricted Building Capital Fund	287,421	280,152	7,269	3%
Funds Held by Trustee for Debt Service	11,246,566	10,584,491	662,075	6%
Restricted Programs	11,497	11,497	-	0%
Total Assets Limited as to Use	11,545,484	10,876,140	669,344	6%
Property, Plant, and Equipment: Net	158,183,708	158,040,559	143,149	0%
Other Assets	921,259	847,588	73,671	9%
Total Assets	237,044,190	240,224,842	(3,180,652)	-1%
Deferred Outflows of Resources				
Deferred Outflows of Resources - Pension	63,883	783,483	(719,600)	-92%
Total Deferred Outflows of Resources	63,883	783,483	(719,600)	-92%
Total Assets and Deferred Outflows of Resources	\$ 237,108,073	\$ 241,008,325	\$ (3,900,252)	-2%
Liabilities				
Current Liabilities:				
Current Portion of Bonds	1,420,000	1,415,000	5,000	0%
Current Portion of Capital Lease Obligations	885,946	903,476	(17,529)	-2%
Accounts Payable and Accrued Expenses	25,825,295	24,810,690	1,014,605	4%
Accrued Compensation and Benefits	9,101,028	9,184,653	(83,625)	-1%
Due to Third-Party Payors	6,643,581	6,125,062	518,519	8%
Total Current Liabilities	43,875,850	42,438,880	1,436,970	3%
Long-Term Bond Payable, Less Current Portion	111,417,203	111,518,470	(101,267)	0%
Capital Lease Obligations, Less Current Portion	4,447,082	4,711,541	(264,460)	-6%
Notes Payable, Less Current Portion	26,962,963	27,481,481	(518,519)	-2%
Net Pension Liability	55,644,700	55,644,700	-	0%
Total Liabilities	242,347,797	241,795,073	552,724	0%
Deferred Inflows of Resources				
Deferred Inflows of Resources - Pension	-	-	-	0%
Total Deferred Inflows of Resources	-	-	-	0%
Net Position				
Restricted Fund Balance	26,868	26,772	96	0%
Fund Balance	(5,266,593)	(813,521)	(4,453,072)	547%
Total Net Position	(5,239,724)	(786,749)	(4,452,976)	566%
Total Liabilities, Deferred Inflows of Resources and Net Position	\$ 237,108,073	\$ 241,008,325	\$ (3,900,252)	-2%
Days Cash on Hand				
	12.63	13.32		
Days Revenue in A/R				
	79.61	75.80		
Days in A/P				
	88.76	84.29		
Current Ratio				
	1.51	1.66		
Debt Service Coverage Ratio				
	2.96	3.48		

STATEMENTS OF OPERATIONS COMPARISON TO BUDGET

	MTD June 30, 2025	MTD July 31, 2025	MTD August 31, 2025	MTD September 30, 2025	YTD September 30, 2024	YTD September 30, 2025	YTD BUDGET September 30, 2025
Adult Admissions	256	292	279	292	749	863	802
Adult Patient Days (excl. Observation)	1,260	1,466	1,334	1,417	3,859	4,217	4,010
Outpatient Visits (excl. Clinics)	8,357	9,017	8,164	8,352	21,545	25,533	22,884
Total Clinic Visits (RHCs, ONC, WHC)	5,820	6,556	5,596	6,291	22,679	18,443	20,683
Observation Days	110	100	124	89	621	313	414
OPERATING REVENUE							
I/P Revenue	\$ 16,107,544	\$ 16,665,754	\$ 14,629,847	\$ 15,297,795	\$ 42,912,376	\$ 46,593,396	\$ 47,257,127
O/P Revenue - Laboratory	6,271,323	6,525,371	6,295,924	5,994,847	20,561,423	18,816,142	17,521,859
O/P Revenue - CT Scanner	6,431,590	6,655,082	6,335,707	5,788,942	19,953,126	18,779,731	33,222,417
O/P Revenue - Emergency Room	6,771,999	7,253,205	6,869,845	6,605,232	18,502,795	20,728,282	19,230,378
O/P Revenue - Oncology	653,945	751,496	684,894	559,911	20,558,389	1,996,301	9,721,155
O/P Revenue - Others	22,610,351	25,410,406	22,264,264	21,711,198	55,074,431	69,385,869	72,648,091
Gross Patient Revenues	58,846,752	63,261,315	57,080,481	55,957,925	177,562,541	176,299,721	199,601,027
Other Operating Revenue	31,347	89,686	471,340	440,899	1,332,587	1,001,924	1,269,363
Total Operating Revenue	58,878,099	63,351,001	57,551,821	56,398,824	178,895,128	177,301,645	200,870,390
Contractuals							
IP Contractuals	15,244,850	13,070,985	10,726,027	12,084,394	36,415,925	35,881,406	35,933,202
OP Contractuals	36,529,953	36,251,586	35,452,576	37,393,866	107,097,102	109,098,027	126,062,536
Charity	82,751	164,614	56,095	18,428	496,510	239,136	435,905
Provision for Bad Debts	635,459	636,967	637,285	689,493	1,722,150	1,963,745	1,708,129
Other Third Party Programs	(12,962,808)	(2,474,250)	(2,639,815)	(2,474,250)	(4,556,250)	(7,588,315)	(4,477,133)
M/Cal Disproportionate Share	0	0	0	0	(165,000)	0	(132,000)
Total Deductions	39,530,204	47,649,901	44,232,168	47,711,931	141,010,437	139,594,000	159,530,638
Total Net Revenues	19,347,896	15,701,099	13,319,653	8,686,893	37,884,692	37,707,645	41,339,751
EXPENSES							
Salaries & Wages	5,271,167	5,038,377	5,068,109	4,851,941	15,831,955	14,958,427	15,887,327
Registry	90,068	112,894	129,148	100,149	49,791	342,190	82,193
Employee Benefits	842,517	913,502	905,995	871,918	3,347,464	2,691,415	2,780,699
Employee Benefits - Pension GASB 68	719,600	719,600	710,137	719,600	1,148,645	2,149,337	1,846,944
Professional Fees - Medical	1,327,729	1,512,299	1,599,367	766,560	3,626,200	3,878,226	4,509,277
Professional Fees - Non-Med	317,639	270,941	421,663	195,416	617,176	888,020	632,012
Supplies - Medical	2,138,020	2,703,695	2,492,275	2,628,526	7,936,162	7,824,496	7,328,903
Supplies - Non-Medical	118,829	149,686	106,847	158,138	431,674	414,671	481,211
Food	90,572	86,453	84,103	89,393	240,475	259,949	239,594
Repairs and Maintenance	462,114	634,438	620,361	532,268	2,266,006	1,787,068	2,056,212
Other Fees	445,516	474,086	487,105	573,605	1,853,083	1,534,797	1,903,934
Lease and Rental	51,707	5,380	54,110	36,762	54,504	96,252	87,073
Utilities	215,149	183,296	173,640	188,382	723,832	545,317	591,405
Depreciation and Amortization	706,749	576,457	570,465	548,724	1,853,057	1,695,646	1,821,825
Insurance	98,008	224,229	179,433	179,516	665,544	583,177	549,790
Other Expenses	199,034	155,154	92,412	148,861	399,978	396,427	337,261
Total Operating Expenses	13,094,420	13,760,487	13,695,169	12,589,759	41,045,547	40,045,415	41,135,659
Operating Income	6,253,476	1,940,612	(375,516)	(3,902,866)	(3,160,855)	(2,337,770)	204,092
Operating Margin %	32.3%	12.4%	-2.8%	-44.9%	-8.3%	-6.2%	0.5%
Non-Operating Revenue and Expenses							
Investment Income	51,903	177,172	33,742	38,954	375,419	249,868	171,229
Grants and Contributions Revenue	(138)	0	0	0	0	0	318,936
Non Operating Revenue/(Expense)	835,831	0	0	0	661,875	0	198,563
Interest Expense	(593,298)	(586,164)	(586,478)	(589,160)	(1,775,051)	(1,761,802)	(1,784,425)
Total Non-Operating Rev. and Expenses	294,297	(408,992)	(552,736)	(550,206)	(737,757)	(1,511,934)	(1,095,697)
(Deficit)/Excess Rev. Over Exp.	\$ 6,547,774	\$ 1,531,620	\$ (928,252)	\$ (4,453,072)	\$ (3,898,613)	\$ (3,849,704)	\$ (891,605)
(Deficit)/Excess Rev. Over Exp. %	33.8%	9.8%	-7.0%	-51.3%	-10.3%	-10.2%	-2.2%
EBIDA	8,567,421	3,413,841	938,829	(2,595,588)	878,140	1,757,081	4,561,589
EBIDA %	44.3%	21.7%	7.0%	-29.9%	2.3%	4.7%	11.0%

El Centro Regional Medical Center

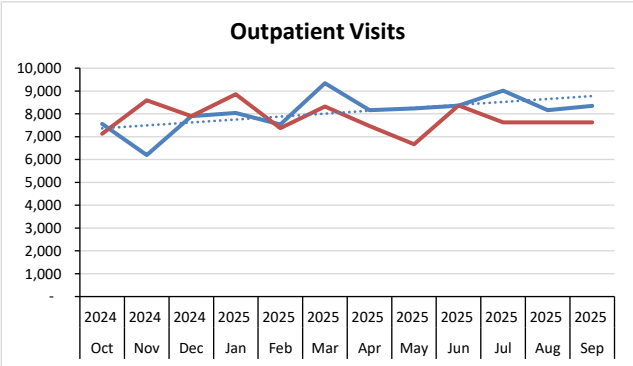
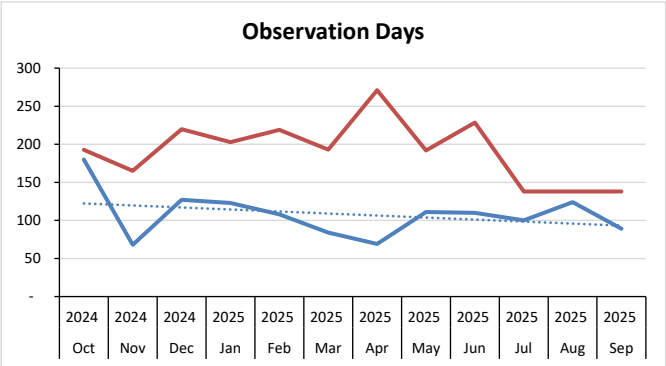
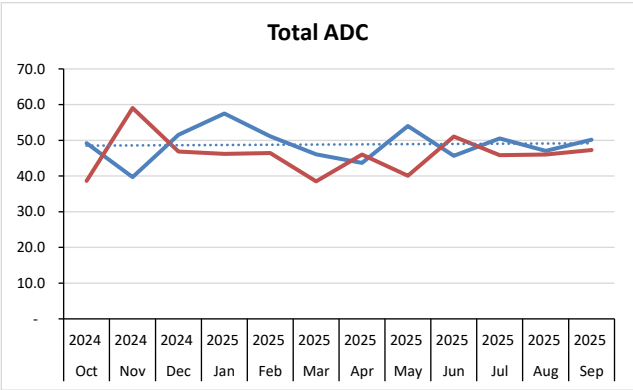
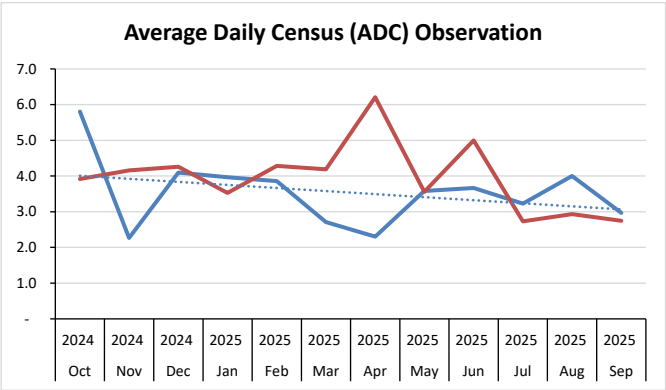
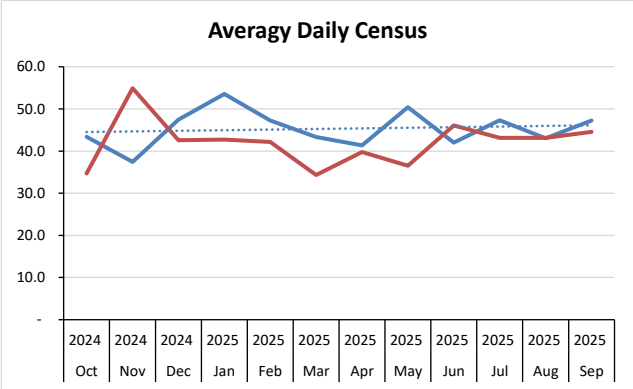
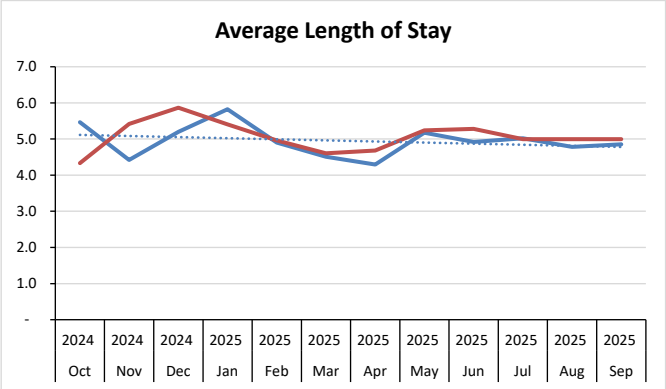
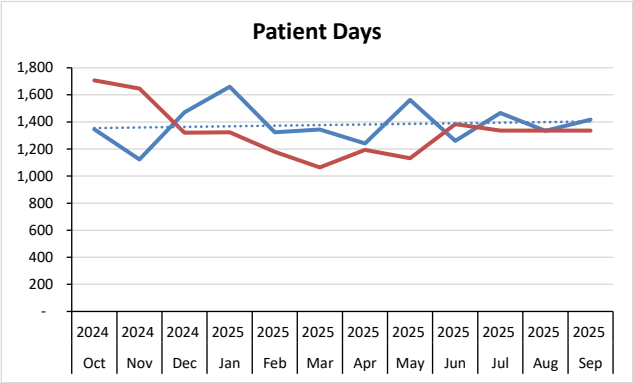
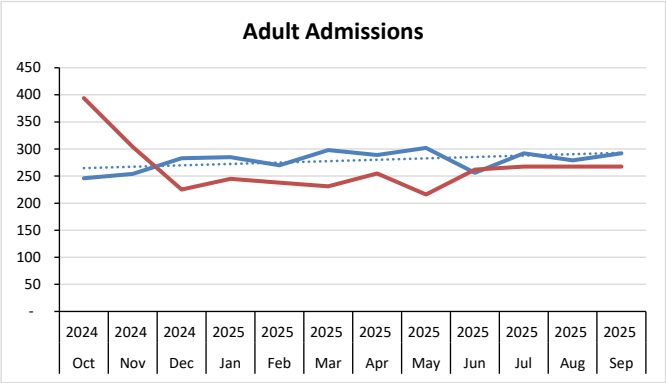
Monthly Cash Flow

Unaudited

	July 2025	August 2025	September 2025	Year-to-Date 2026
<u>Cash Flow From Operating Activities</u>				
Net Income/(Loss)	\$ 1,531,620	\$ (928,870)	\$ (4,453,072)	\$ (3,850,322)
<i>Adjustments to reconcile net income to net cash:</i>				
Add: Depreciation	576,457	570,465	548,724	\$ 1,695,646
Capital Lease Interest	4,729	4,807	4,518	\$ 14,054
Bond Interest	578,211	578,211	578,211	\$ 1,734,632
Accounts Receivable	181,484	117,559	5,349,354	\$ 5,648,396
Other Receivables	161,635	(26,032)	(19,841)	\$ 115,761
Inventory	(22,343)	(46,520)	1,424	\$ (67,438)
Prepaid Expenses/Other Assets	(696,936)	477,026	(95,484)	\$ (315,393)
Accounts Payable and Accrued Expenses	1,035,816	1,216,039	340,127	\$ 2,591,982
Accrued Compensation and Benefits	(1,907,284)	211,863	(83,625)	\$ (1,779,045)
Third-Party Liabilities	(2,473,448)	(3,782,432)	(1,812,277)	\$ (8,068,157)
Net Pension Obligation	719,600	710,137	719,600	\$ 2,149,337
Net Cash From Operating Activities	\$ (310,459)	\$ (897,746)	\$ 1,077,659	\$ (130,546)
<u>Cash Flow From Investing Activities</u>				
Fixed Assets - Gross	\$ (804,470)	\$ (518,646)	\$ (691,873)	\$ (2,014,989)
Intangible Assets - Gross	\$ -	\$ -	\$ -	\$ -
Restricted Assets	3,912,524	(666,888)	(669,248)	\$ 2,576,387
Net Cash From Investing Activities	\$ 3,108,054	\$ (1,185,535)	\$ (1,361,121)	\$ 561,398
<u>Cash Flow From Financing Activities</u>				
Bond Payable	\$ (4,719,631)	\$ -	\$ -	\$ (4,719,631)
Capital Leases	(234,766)	(240,557)	(286,507)	\$ (761,830)
Notes Payable	-	-	-	\$ -
Net Cash From Financing Activities	\$ (4,954,397)	\$ (240,557)	\$ (286,507)	\$ (5,481,461)
Total Change In FY 2026 Cash	\$ (2,156,803)	\$ (2,323,837)	\$ (569,969)	\$ (5,050,609)
Cash & Cash Equivalents, Beginning Balance	9,815,589	7,658,786	5,334,948	9,815,589
Cash & Cash Equivalents, Ending Balance	\$ 7,658,786	\$ 5,334,948	\$ 4,764,979	4,764,980

El Centro Regional Medical Center

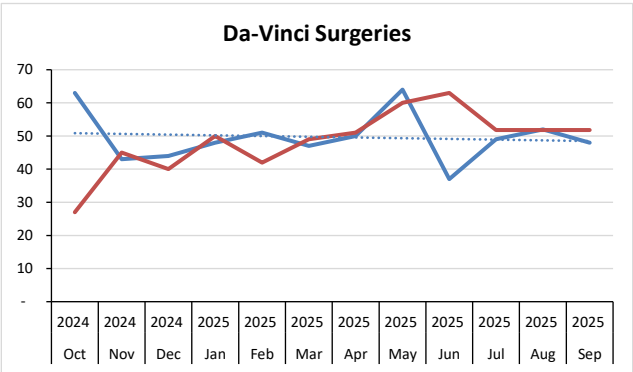
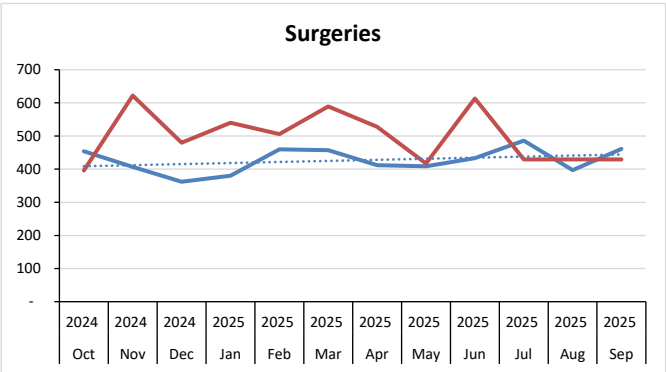
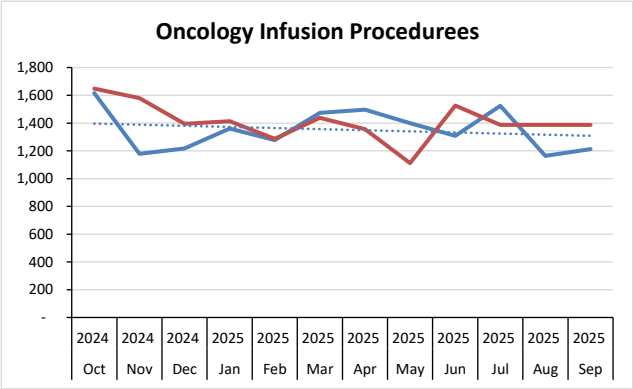
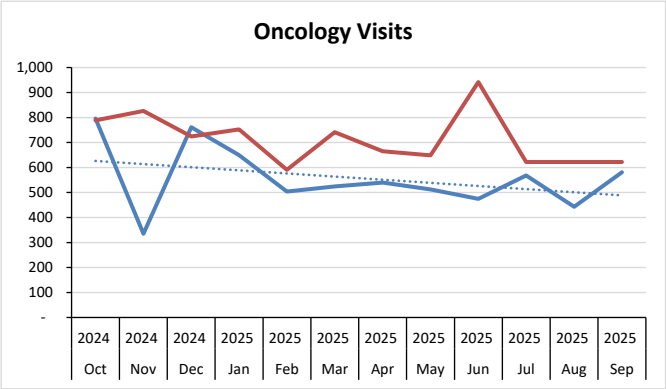
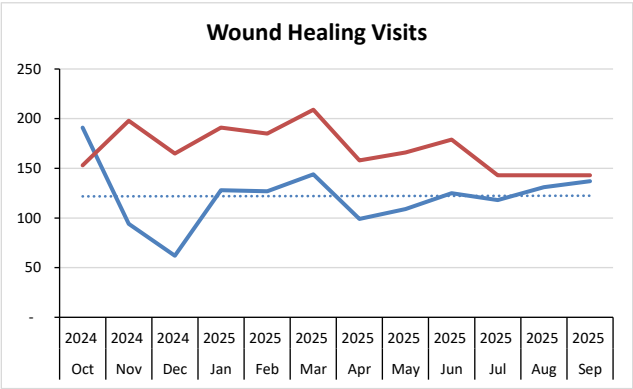
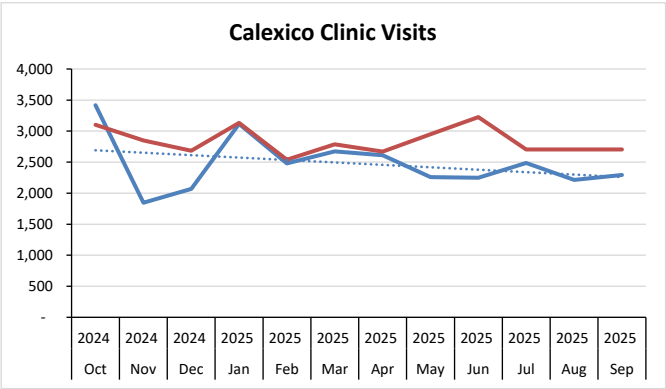
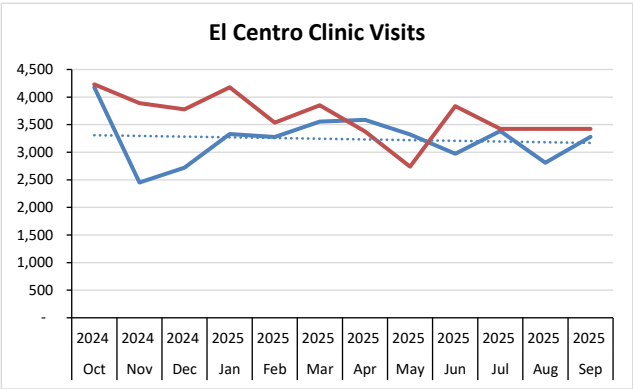
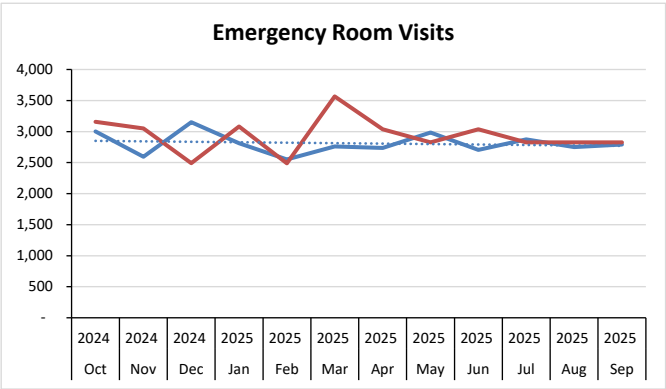
Rolling-12 Volume trend



■ BUDGET
■ ACTUALS

El Centro Regional Medical Center

Rolling-12 Volume trend



 BUDGET
 ACTUALS



TO: HOSPITAL BOARD MEMBERS
FROM: David Momberg, Chief Financial Officer
DATE: October 27, 2025
MEETING: Board of Trustees

SUBJECT: NDPH – Resolution and Amendment

BUDGET IMPACT:

- A. Does the action impact/affect financial resources?
B. If yes, what is the impact amount: \$5.66M

X Does not Apply
XX Yes No

BACKGROUND: ECRMC received advanced funds from CHFFA April 2022. Initial repayment was in full. CA passed bills extended initial repayment and terms. This resolution and amendment starts payments in Dec 2025 for 24 months to end Dec 2027.

DISCUSSION: Repayment terms extend payment from lump sum to 24 equal monthly payments.

RECOMMENDATION: Hospital recommends adopting resolution and signing contract.

(1) Approve (2) Do not approve

ATTACHMENT(S):

- Board Resolution
- NDPH Contract

Approved for agenda, Chief Executive Officer

Date and Signature: _____

Pablo Velazquez

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

Nondesignated Public Hospital Bridge Loan Program II

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement ("First Amendment"), is entered into by and between the CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY, a public instrumentality of the State of California, having its principal place of business at 901 P Street, Suite 313, Sacramento, California 95814 (together with its successors and assigns, the "Authority" or the "Lender") and **El Centro Regional Medical Center**, a California Local Healthcare District, DBA El Centro Regional Medical Center, a nondesignated public hospital as defined in the Nondesignated Public Hospital Bridge Loan Program II Guidelines, having its principal place of business at **1415 Ross Avenue, El Centro, California 92243** ("Borrower"). This First Amendment is effective and dated as of the date last executed by the parties hereto (the "First Amendment Effective Date").

RECITALS

A. Borrower and the Lender are parties to that certain Loan and Security Agreement, dated as of **December 16, 2022** (as amended, supplemented or otherwise modified and in effect immediately prior to the First Amendment Effective Date, the "Original Loan Agreement" and, the Original Loan Agreement as modified by this First Amendment, the "Loan Agreement");

B. Pursuant to certain statutory changes in **Assembly Bill 104**, chaptered on **July 29, 2025**, Borrower was granted an extension of the loan repayment period and must provide the Lender with any financial documentation or records deemed necessary to monitor compliance with the terms of the loan.

C. Borrower and the Lender wish to amend the Original Loan Agreement in certain respects as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. **Certain Defined Terms.** Except as otherwise defined in this First Amendment, terms defined in the Original Loan Agreement are used herein as defined therein.

2. **Amendment.** Subject to the satisfaction of the conditions precedent set forth in Section 5 of this First Amendment:

(a) Section 1.8 of the Original Loan Agreement is hereby amended to read as follows (additions shown in **double underline bold** and deletions in ~~strikethrough~~):

"Section 1.8 DUE DATE means no later than **sixty (60)** ~~twenty four (24)~~ months from the date of this Agreement."

(b) Section 2(b) of the Original Loan Agreement is hereby amended to read as follows (additions shown in **double underline bold** and deletions in ~~strikethrough~~):

“Section 2(b) The Loan Repayment. Borrower’s obligation to repay the Loan shall be evidenced by the “Note” payable to the order of the Lender, in which Borrower agrees to repay the principal sum of the Loan **in equal monthly installments, commencing thirty-six (36) months from the Effective Date of this Agreement until the principal sum of the Loan is paid in full, which shall occur no later than sixty (60)** ~~no later than twenty-four (24)~~ months from the date of this Agreement, or the Due Date. Borrower shall have the right at any time to repay the Note in whole or in part without premium or penalty.”

(c) Section 3 of the Original Loan Agreement is hereby amended to read as follows (additions shown in **double underline bold** and deletions in ~~strikethrough~~):

“Section 3 Security Agreement. To induce Lender to make the Loan, to secure Borrower’s performance under this Agreement, and to ensure the punctual payment of the amount due under this Agreement and the Note, the Borrower hereby grants a security interest to Lender and to its successors, and assigns, for so long as Borrower has any obligations to Lender under this Agreement, and for the security and benefit of the Lender, in twenty percent (20%) of the Borrower’s respective checkwrite payments (all those rights being the Collateral).

Borrower agrees to execute a written agreement, substantially in the form set forth in Exhibit A attached hereto and incorporated herein by reference, that authorizes DHCS to redirect Borrower’s checkwrite payments to the Lender if the Loan amount is not repaid **as required in this Agreement, in full within the Due Date, twenty-four (24)** ~~months of the date of this Agreement~~, until that time as the Loan to the Borrower made by Lender, including any fees and other loan related costs as may arise, is paid in full, By the execution of the attached agreement, Borrower agrees to assign the Collateral, 20% of its respective checkwrite payments, to the Lender until the Lender notifies DHCS that the loan has been satisfied.”

(d) Section 7(e) of the Original Loan Agreement is hereby amended to read as follows (additions shown in **double underline bold** and deletions in ~~strikethrough~~):

“Section 7(e) Events of Default. if the Loan amount due under this Agreement is not **repaid in equal monthly installments beginning thirty-six (36) months after the date of this Agreement until the Loan is** paid in full by the Due Date, which is within **sixty (60)** ~~twenty-four (24)~~ months from the date of this Agreement, then, at the option and upon the declaration of Lender, all amounts owed to Lender under this Agreement and the Note, without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, shall become immediately due and payable, and Lender may immediately, and without expiration of any period of grace, enforce payment of all

amounts owed to Lender under this Agreement and the Note and exercise any and all other remedies granted to it at law, in equity or otherwise, for the enforcement of realization of the security interests provided in this Agreement. In addition, Lender shall be entitled to recover from Borrower all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in exercising any remedies under this Agreement.

No delay in accelerating the maturity of any obligation contained in this Agreement or in taking any other action with respect to any Event of Default shall affect the rights of Lender later to take that action with respect thereto, and no waiver as to a prior occasion shall affect rights as to any other Event of Default. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to a subsequent event.

Borrower waives presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration and maturity, protest or notice of protest and nonpayment, bringing of suit, and diligence in taking any action to collect any sums owing under this Agreement, and agrees that its liability on this Agreement shall not be affected by any release of or change in any security for the payment of sums due under this Agreement.

If Borrower fails to **repay the Loan as required in this Agreement and Note, and the failure remains uncured for a period of thirty (30) calendar days** ~~pay its one-time installment of principal due under this Agreement by the Due Date of the one time installment~~, Borrower shall pay Lender the Collateral, twenty percent (20%) of its respective checkwrite payments, due for the purpose of the handling of a delinquent payment. Borrower and Lender agree that the method of repayment represents a reasonable means of collection considering all of the circumstances existing on the date of this Agreement.

Acceptance by the Lender or holder of the Note of any installment after any default under this Agreement shall not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any other rights of the Lender or holder under the Note or this Agreement.”

3. **Reaffirmation.** Borrower (a) acknowledges and consents to all of the terms and conditions of this First Amendment, (b) agrees that this First Amendment and any documents executed in connection herewith do not operate to reduce or discharge Borrower’s obligations under the Loan Documents, and (c) agrees that this First Amendment and any documents executed in connection herewith shall not impair or otherwise adversely affect any of the guarantees or liens provided or granted pursuant to the Loan Documents. Each other Loan Document and all guarantees, pledges, grants, security interests and other agreements thereunder shall continue to be in full force and effect and Borrower reaffirms the Loan Document and all guarantees, pledges, grants, security interests and other agreements thereunder.

4. **Representations and Warranties.**

To induce the Lender to enter into this First Amendment, Borrower hereby represents and warrants to the Lender that as of the First Amendment Effective Date and, until the Amended and Restated Note is paid in full and all obligations under the Loan Agreement are performed in full, that:

(a) Borrower has the requisite right, power and authority to execute and deliver this First Amendment and to perform the obligations of the Loan Agreement.

(b) Borrower has duly authorized, executed and delivered this First Amendment.

(c) This First Amendment and the other Loan Documents constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with the terms thereof, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting the enforcement of creditors' rights, to the application of equitable principles, regardless of whether enforcement is sought in a proceeding at law or in equity, to public policy and to the exercise of judicial discretion in appropriate cases.

(d) The execution and delivery by Borrower of this First Amendment and the performance by Borrower of this First Amendment and the performance by Borrower of the other Loan Documents will not: conflict with or constitute a breach of, violation or default (with due notice or the passage of time or both) under the articles of incorporation or bylaws of Borrower, any applicable law or administrative rule or regulation or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement, evidence of indebtedness or instrument to which Borrower is a party or to which or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the performance of Borrower of this First Amendment or any of the Loan Documents.

(e) The representations and warranties set forth in Section 4 of the Original Loan Agreement, and in each of the other Loan Documents, are true and complete on the date hereof as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, such representation or warranty shall be true and correct as of such specific date), and as if each reference in said Section 4 to "this Agreement" included reference to this First Amendment.

5. **Conditions Precedent.** The amendments set forth in Section 2 shall not become effective until the Lender is satisfied that all of the following conditions have been met:

(a) Borrower shall have delivered to the Lender a duly executed First Amendment and Amended and Restated Promissory Note in the form attached hereto as Exhibit B.

(b) Borrower shall have delivered to the Lender a resolution of Borrower's board of directors or governing body duly authorizing the execution and delivery by it of this

First Amendment and Amended and Restated Promissory Note in the form attached hereto as Exhibit B and the performance of the Loan Agreement and such Amended and Restated Promissory Note.

(c) Borrower shall have delivered to the Lender any other documents (i) reasonably required by the Lender in connection with carrying out the purpose of this First Amendment; and (ii) that the Lender requested in writing on or before the date the Lender executed this First Amendment.

6. **Miscellaneous.**

(a) References in the Loan Agreement to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein” and “hereof”) and references to the Loan Agreement in other Loan Documents shall in each case be deemed to be references to the Loan Agreement as amended hereby.

(b) This First Amendment shall constitute a Loan Document for purposes of the Loan Agreement and the other Loan Documents, and except as specifically modified by this First Amendment, the Loan Agreement and the other Loan Documents shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and performance of this First Amendment shall not constitute a forbearance, waiver, consent or amendment of any other provision of, or operate as a forbearance or waiver of any right, power or remedy of the Lender under the Loan Agreement or any of the other Loan Documents, all of which are ratified and reaffirmed in all respects and shall continue in full force and effect. This First Amendment does not constitute a novation of rights, obligations and liabilities of the respective parties existing under the Loan Documents.

(d) This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

(e) Any reference to the “Promissory Note” or to the “Note” in the Original Loan Agreement shall on and after the First Amendment Effective Date constitute a reference to the Amended and Restated Promissory Note executed by the Borrower contemporaneously herewith and substantially in the form attached hereto as Exhibit B.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties to this First Amendment have caused this First Amendment to be executed and delivered as of the date of execution of this First Amendment by the Authority.

LENDER: **CALIFORNIA HEALTH FACILITIES FINANCING
AUTHORITY**, a public instrumentality of the State of
California

By: _____

Name: **Carolyn Aboubechara**

Title: **Executive Director**

Date: _____

BORROWER: **EL CENTRO REGIONAL MEDICAL CENTER**,
a California Local Healthcare District
DBA El Centro Regional Medical Center,
a nondesignated public hospital

By: _____
(Authorized Officer)

Name: _____

Title: _____

EXHIBIT A – MEDI-CAL INTERCEPT FORM

AUTHORIZATION TO CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES REDIRECTION OF MEDI-CAL WARRANTS TO CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

1. NAME OF BORROWER (MEDI-CAL PROVIDER)		2. MEDI-CAL PROVIDER NUMBER
El Centro Regional Medical Center		
3. MAIN CONTACT PERSON NAME	4. TELEPHONE NUMBER	
5. ADDRESS CITY STATE ZIP		
1415 Ross Avenue, El Centro, California 92243		
6. LOAN AMOUNT NOT TO EXCEED		
Five Million Six Hundred Sixty-Three Thousand Two Hundred Twenty-Six Dollars and No Cents (\$5,663,226.00)		

Pursuant to the certain Loan and Security Agreement dated December 16, 2022 by and between El Centro Regional Medical Center, as Borrower, and the California Health Facilities Financing Authority (“CHFFA”), as Lender (the “Loan Agreement”), Borrower has authorized the intercept of twenty percent (20%) of the Medi-Cal Checkwrite payments with respect to reimbursements due to Borrower from the Department of Health Care Services (“DHCS”), by CHFFA in an Event of Default, as defined in the Loan Agreement, until the loan has been paid in full.

This assignment shall be effective until CHFFA, in its sole discretion, has notified DHCS that the loan has been paid in full, whereupon the right to full future reimbursements shall revert to Borrower.

Borrower receives Medi-Cal reimbursement via (check appropriate box):

- ☐ Paper warrants
- ☐ Electronic funds transfer (EFT)

If an EFT recipient, Borrower acknowledges and agrees to the following requirements:

Borrower shall complete an EFT Cancellation Form, which shall be submitted to CHFFA along with the Medi-Cal Intercept Form. Please note that the EFT Cancellation Form must be notarized.

Borrower acknowledges that after DHCS receives notice from CHFFA that Borrower’s loan is paid in full, the Medi-Cal reimbursement to Borrower will be by paper warrants until such time as Borrower reapplies for EFT and that application is effective.

Borrower assumes the responsibility of updating its address on file with DHCS and CHFFA submitting to DHCS any necessary address correction using the Medi-Cal Supplemental Changes form (Form 6209) and submitting to CHFFA an updated Medi-Cal Intercept Form and an updated and notarized EFT Cancellation Form.

BORROWER: **El Centro Regional Medical Center**, a California Local Healthcare District DBA El Centro Regional Medical Center, a non-designated public hospital

By: _____
(Authorized Officer)

Name: _____

Title: _____

EXHIBIT B – AMENDED AND RESTATED PROMISSORY NOTE

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

NONDESIGNATED PUBLIC HOSPITAL BRIDGE LOAN PROGRAM II

AMENDED AND RESTATED PROMISSORY NOTE

This Promissory Note was originally executed by the hereinafter defined Borrower on **December 16, 2022**, and is being amended and restated as of the First Amendment Effective Date of the Hereinafter Defined Loan Agreement.

EL CENTRO REGIONAL MEDICAL CENTER, a California Local Healthcare District DBA El Centro Regional Medical Center, a nondesignated public hospital having its principal place of business at **1415 Ross Avenue, El Centro, California 92243** (the “Borrower”), for value received, hereby promises to pay to CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY, a public instrumentality of the State of California (the “Lender” or “Holder”), at its office located at 901 P Street, Suite 313, Sacramento, California 95814, or at such other place as the Holder may from time to time designate in writing, in lawful money of the United States of America, the principal sum of **Five Million Six Hundred Sixty-Three Thousand Two Hundred Twenty-Six Dollars and No Cents (\$5,663,226.00)** or so much thereof as may be advanced to or for the benefit of the Borrower by the Lender in Lender’s sole and absolute discretion, until payment of that principal sum shall be discharged in no event later than 60 months from the date as more particularly provided for in that certain Loan and Security Agreement between Borrower and the Lender, dated as of the date thereof, and as amended by that certain First Amendment to Loan and Security Agreement (the “Agreement”). It is the intent of the Borrower and Lender to create a line of credit agreement between Borrower and Lender whereby Borrower may borrow up to **(\$5,663,226.00)** from Lender provided, however, that Lender has no obligation to lend Borrower any amounts hereunder and the decision to lend that money lies in the sole discretion of Lender.

All payments on this Note, at the option of Holder, shall be applied first to any fees and costs owing and any remainder shall be applied to a reduction of the principal balance.

The Borrower shall be in default of this Note on the occurrence of any of the events set forth in the Agreement executed simultaneously herewith, including, but not limited to, the following: (i) the Borrower shall fail to meet its obligation to make the required principal payment hereunder; (ii) the Borrower shall be dissolved or liquidated; (iii) the Borrower shall make an assignment for the benefit of creditors or shall be unable to, or shall admit in writing their inability to pay their debts as they become due; (iv) the Borrower shall commence any case, proceeding, or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, or any action that shall be commenced against the undersigned; (v) the Borrower shall suffer a receiver to be appointed for it or for any of its property or shall suffer a garnishment, attachment, levy, or execution.

Upon default of this Note, Lender may declare the entire amount due and owing hereunder to be immediately due and payable. Lender may also use all remedies in law and in

equity to enforce and collect the amount owed under this Note. The remedies of the Holder, as provided in the Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of Holder, including specifically any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver or release of the same, that waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to a subsequent event.

Borrower hereby waives presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration and maturity, protest or notice of protest and non-payment, bringing of suit, and diligence in taking any action to collect any sums owing hereunder, and agrees that its liability on this Note shall not be affected by any release of or change in any security for the payment of this Note.

Borrower shall have the right to prepay this Note in whole or in part at any time without penalty or premium.

Any provision of this Note or corresponding Agreement that is illegal, invalid, or unenforceable shall be ineffective to the extent of that illegality, invalidity, or unenforceability without rendering illegal, invalid, or unenforceable the remaining provisions of this Note.

Borrower agrees that the laws of the State of California apply to this Note. Any legal action or proceedings brought to enforce or interpret the terms of this Note shall be initiated and maintained in the courts of the State of California or the United States in Sacramento, California, but Lender may waive venue in Sacramento County in its sole discretion.

El Centro Regional Medical Center
a California Local Healthcare District
DBA El Centro Regional Medical Center,
a nondesignated public hospital

By: _____
(Authorized Officer)

Name: _____

Title: _____

RESOLUTION NO. xx-xx

RESOLUTION OF {**BORROWER NAME**} AUTHORIZING EXECUTION AND
DELIVERY OF AN AMENDED AND RESTATED PROMISSORY NOTE, THE FIRST
AMENDMENT TO LOAN AND SECURITY AGREEMENT, AND CERTAIN ACTIONS IN
CONNECTION THEREWITH

NONDESIGNATED PUBLIC HOSPITAL BRIDGE LOAN PROGRAM II

WHEREAS, {**Borrower Name**} (the “Borrower”) is a nondesignated public hospital, as defined in Welfare and Institutions Code Section 14165.55, subdivision (1), excluding those affiliated with county health systems pursuant to Section 2.0, Chapter 43, Statutes of 2022;

WHEREAS, the California Legislature enacted Assembly Bill 102 (Chapter 38, Statutes of 2023) and Assembly Bill 104 (Chapter 52, Statutes of 2023), which extended the repayment period of the Nondesignated Public Hospital Bridge Loan Program II (the “Loan Program”) from 24 months to 60 months, and adjusted the repayment structure and discharge timeline accordingly;

WHEREAS, Borrower and the California Health Facilities Financing Authority (the “Lender”) are parties to that certain Loan and Security Agreement, dated as of {xx}, 2022 (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, the Board of Directors has determined that it is advisable and in the best interests of Borrower to enter into the First Amendment to Loan and Security Agreement substantially in the form attached hereto as Exhibit A (the “First Amendment”) and the Amended and Restated Promissory Note substantially in the form attached hereto as Exhibit B (the “A&R Note”), together with any other documents necessary, convenient, or desirable, in the reasonable discretion of Lender, in connection therewith.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Borrower as follows:

Section 1. The proposed form of the First Amendment is hereby approved. {**NAME(s), TITLE(s) OF AUTHORIZED OFFICER(s)**} ({**each**} an “Authorized Officer”) is {**are**} hereby authorized and directed, for and on behalf of Borrower, to execute the First Amendment in substantially said form, with those changes therein as the Authorized Officer(s) may require or approve, that approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. The proposed form of the Amended and Restated Note is hereby approved. The {**Each**} Authorized Officer(s) is (are) hereby authorized and directed, for and on behalf of Borrower, to execute the Amended and Restated Note in substantially said form, with those changes therein as the Authorized Officer(s) may require or approve, that approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The {**Each**} Authorized Officer(s) is (are) hereby authorized and directed, for and on behalf of Borrower, to do any and all things and to execute and deliver any and all documents that the Authorized Officer(s) deem(s) necessary or advisable to enter into the First Amendment

and the Amended and Restated Note and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of {**Borrower Name**} held on the {xx} day of {**Month, Year**}.

SAMPLE

SECRETARY'S CERTIFICATE

I, {____}, Secretary of {**BORROWER NAME**}, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of {**BORROWER NAME**} duly and regularly held at the regular meeting place thereof on the {____} day of {____}, 20{__}, of which meeting all of the members of said Board of Directors had due notice and at which the required quorum was present and voting and the required majority approved said resolution by the following vote at said meeting:

Ayes:

Noes:

Absent:

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

Secretary

Date: _____



TO: HOSPITAL BOARD MEMBERS
FROM: David Momberg, Chief Financial Officer
DATE: October 27, 2025
MEETING: Board of Trustees

SUBJECT: AIA – Mascari Dinh Architect – NPC 4/5 Project

BUDGET IMPACT:

- A. Does the action impact/affect financial resources?
B. If yes, what is the impact amount: \$1.06M

X Does not Apply
XX Yes No

BACKGROUND: ECRMC is required to retrofit hospital to NPC-4/4D/5 standards by 2030.

DISCUSSION: Mascari Dinh has been engaged across multiple projects to seismically retrofit

RECOMMENDATION: Hospital recommends continuing seismic contract with MDA.

(1) Approve (2) Do not approve

ATTACHMENT(S):

- AIA Contract
- Amendment A

Approved for agenda, Chief Executive Officer

Date and Signature: _____

Pablo Velazquez



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect's Services*

AGREEMENT made as of the Eighth day of October in the year
Two Thousand Twenty Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

El Centro Regional Medical Center
1415 Ross Avenue
El Centro, California 92243-4398

and the Architect:
(Name, legal status, address and other information)

Mascari Dinh Architects
A California Corporation
1350 Columbia Street, Suite 900
San Diego, California 92101

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

El Centro Regional Medical Center
NPC-4D Levels 1, 2 and NPC-5 Retrofit
1415 Ross Avenue
El Centro, California 92243-4398

The Owner and Architect agree as follows:

Reference attached Exhibit A Scope of Work Proposal dated October 8, 2025

(Paragraph Deleted)

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

7 MISCELLANEOUS PROVISIONS

8 SPECIAL TERMS AND CONDITIONS

9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Schematic Design through Permit Phase

(Paragraph Deleted)

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

President/Principal-in-Charge

Thai Dinh, AIA, ACHA

The Architect shall not substitute its representatives without consent of the Owner, which consent shall not be unreasonably withheld. The Architect shall not substitute any consultants without the consent of the Owner, which consent shall not be unreasonably withheld.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement:

.1 General Liability \$1,000,000 per occurrence \$2,000,000 aggregate

.2 Automobile Liability Included

.3 Workers' Compensation Insurance in the amounts required by law.

.4 Professional Liability

\$2,000,000 per claim

\$2,000,000 aggregate

.5 Architect shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with original copies of the amendatory riders to any such policies to Owner. All coverage shall be retroactive to date of commencement of Architect's services in relation to the Project and shall be maintained for a period of three (3) years after the date of the final payment hereunder.

(Paragraph Deleted)

§ 1.6 The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 1.7 The Architect shall report to the Owner's Representative known deviations from the Contract Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract documents.

§ 1.8 SUBMITTALS

§ 1.8.1 The Architect shall review and approve the Contractor's submittal schedule. The Architect shall timely review Contractor's submittals in accordance with the approved submittal schedule.

§ 1.8.2 The Architect shall timely review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples.

§ 1.8.3 The Architect shall review and respond to requests for information ("RFIs") about the Contract Documents. The Architect's response to such requests shall be made in writing with any limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 1.8.4 The Architect shall maintain a record of submittals, RFIs and copies of submittals by the Contractor.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, and give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph Deleted)

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the drawings, specifications or

(Paragraph Deleted)

other documents, including those in electronic form, prepared by the Architect and Architect's consultants.

(Paragraphs Deleted)

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

(Paragraph Deleted)

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration – Not Applicable

(Paragraphs Deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement; provided, however, that Owner's withholding of any payments due to a legitimate dispute between the parties shall not trigger this provision. In such event, Architect is obligated to keep working in accordance with the requirements of this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. In the event this Agreement is terminated due to the fault of the Owner, the Architect shall be entitled to receive compensation for the portion of the Architect's fee then earned and all substantiated Reimbursable Expenses incurred as of the date of termination, together with an additional amount equal to 1/10th of the amount the Architect earned as of the date of termination in consideration of a reasonable profit and overhead attributable to the services already performed. The Architect shall not be entitled to any other fees or damages than those identified in this section.

§ 5.2 If the Owner suspends the Project for more than 90 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 The Owner may terminate this Agreement upon not less than ten (10) days written notice should the Architect fail substantially to perform in accordance with the terms of this Agreement through no fault of the Owner.

§ 5.5 The Owner may terminate this Agreement upon not less than fourteen (14) days written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination for the Owner's convenience and without cause, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses the due. Architect shall not be entitled to any compensation for unperformed work.

(Paragraph Deleted)

Init.

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User Notes:

(3B9ADA3A)

(Paragraph Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

(Paragraphs Deleted)

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

See Exhibit 'A' attached.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's services and include reasonable expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner, when authorized in advance in writing by the Owner.
- .8 Additional insurance coverage or limits, including professional liability insurance, above that required by Article 2 when requested by the Owner.;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses when authorized in advance by the Owner; and
- .11

Such other expenditures incurred in connection with the project when specifically authorized in advance in writing by the Owner.

(Paragraph Deleted)

For reimbursable expenses described in subparagraphs 6.2.1, 6.2.2, 6.2.4, 6.2.5, 6.2.7 and 6.2.9 above, the compensation shall be the expenses incurred by the Architect and the Architect's consultants billed at 1.10 times actual cost. Reimbursable expenses described in subparagraphs 6.2.3, 6.2.6, 6.2.8, 6.2.10 and 6.2.11 shall be the actual costs incurred by the Architect and the Architect's consultants without markup.

§ 6.2.2 *Estimated Reimbursable Costs - See Exhibit 'A' attached.*

(Paragraph Deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of \$0 shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed within thirty (30) days after the Owner's receipt and approval of the Architect's detailed monthly statement, lien waivers or releases and sworn statements covering services rendered to the date of said statement. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10% per annum

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction, except otherwise defined herein.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4

(Paragraph Deleted)

If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 Unless the Architect is terminated under Sections 5.3 or 5.5, the Architect may include photographic or artistic representations of the design of the Project among the architect's promotional and professional materials, provided that Architect has provided Owner with a copy of the promotional and professional materials and obtained Owner's written approval of the photographic or artistic representation of the design Architect proposes to use in them.

§ 7.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except

to (1) its employees, (2) those who need to know the content of the information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

(Paragraph Deleted)

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

See Exhibit 'A' attached.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)

- .2 Exhibit A - Scope of Work Proposal dated October 8, 2025

(Paragraph Deleted)

Init.

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User Notes:

(3B9ADA3A)

(Paragraphs Deleted)

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

-See attached signatures page-

OWNER (Signature)

Pablo Velez
Chief Executive Officer

(Printed name and title)

-See attached signatures page-

ARCHITECT (Signature)

Thai Dinh, AIA, ACHA
President

(Printed name, title, and license number, if required)

Signatures Page

Additions and Deletions Report for

AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:07:06 ET on 10/08/2025.

PAGE 1

AGREEMENT made as of the ~~day of~~ Eighth day of October in the year

...

Two Thousand Twenty Five

...

El Centro Regional Medical Center
1415 Ross Avenue
El Centro, California 92243-4398

...

Mascari Dinh Architects
A California Corporation
1350 Columbia Street, Suite 900
San Diego, California 92101

...

El Centro Regional Medical Center
NPC-4D Levels 1, 2 and NPC-5 Retrofit
1415 Ross Avenue
El Centro, California 92243-4398

...

The Owner and Architect agree as ~~follows:~~ follows:

...

Reference attached Exhibit A Scope of Work Proposal dated October 8, 2025

PAGE 2

Schematic Design through Permit Phase

...

~~§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.~~

...

President/Principal-in-Charge Thai Dinh, AIA, ACHA

The Architect shall not substitute its representatives without consent of the Owner, which consent shall not be unreasonably withheld. The Architect shall not substitute any consultants without the consent of the Owner, which consent shall not be unreasonably withheld.

...

~~§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3. Agreement:~~

...

~~§ 1.5.1 Commercial General Liability with policy limits of not less than \$() for each occurrence and \$() in the aggregate for bodily injury and property damage.~~ 1 General Liability \$1,000,000 per occurrence \$2,000,000 aggregate

...

~~§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used.~~ 2 Automobile Liability Included

...

~~by the Architect with policy limits of not less than \$().~~ 3 Workers' Compensation Insurance in the amounts required by law.

...

4 Professional Liability

...

~~per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. \$2,000,000 per claim~~

...

\$2,000,000 aggregate

...

~~§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such~~

~~primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. .5 Architect shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with original copies of the amendatory riders to any such policies to Owner. All coverage shall be retroactive to date of commencement of Architect's services in relation to the Project and shall be maintained for a period of three (3) years after the date of the final payment hereunder.~~

...

~~§ 1.5.4 Workers' Compensation at statutory limits.~~

PAGE 3

~~§ 1.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

...

~~§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

...

~~§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, 1.6 The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.~~

...

~~the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or § 1.7 The Architect shall report to the Owner's Representative known deviations from the Contract Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract documents.~~

...

§ 1.8 SUBMITTALS

...

~~in part by the Architect's negligent acts § 1.8.1 The Architect shall review and approve the Contractor's submittal schedule. The Architect shall timely review Contractor's submittals in accordance with the approved submittal schedule.~~

...

~~or omissions.~~ § 1.8.2 The Architect shall timely review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples.

...

~~The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ § 1.8.3 The Architect shall review and respond to requests for information ("RFIs") about the Contract Documents. The Architect's response to such requests shall be made in writing with any limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

...

~~§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.~~ 1.8.4 The Architect shall maintain a record of submittals, RFIs and copies of submittals by the Contractor.

...

§ 2.1 Unless otherwise provided for under this Agreement, the ~~Owner~~ Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, ~~including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~ Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, and give notice of or enforce lien rights.

...

§ 2.2 The Owner ~~identifies the following~~ shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

...

~~(List name, address, and other contact information.)~~

...

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the ~~Architect's Instruments of Service.~~

...

~~§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~ drawings, specifications or

...

ARTICLE 3—COPYRIGHTS AND LICENSES

PAGE 4

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

...

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's documents, including those in electronic form, prepared by the Architect and Architect's consultants.

...

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

...

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

...

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

...

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

...

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

...

☒ [X] Litigation in a court of competent jurisdiction

PAGE 5

§ 4.3 Arbitration – Not Applicable

...

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

...

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

...

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

§ 4.3.4 Consolidation or Joinder

...

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

...

~~§ 4.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

...

~~§ 4.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

~~§ 4.4~~ The provisions of this Article 4 shall survive the termination of this Agreement.

...

~~§ 5.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement; provided, however, that Owner's withholding of any payments due to a legitimate dispute between the parties shall not trigger this provision. In such event, Architect is obligated to keep working in accordance with the requirements of this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~ fourteen (14) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. In the event this Agreement is terminated due to the fault of the Owner, the Architect shall be entitled to receive compensation for the portion of the Architect's fee then earned and all substantiated Reimbursable Expenses incurred as of the date of termination, together with an additional amount equal to 1/10th of the amount the Architect earned as of the date of termination in consideration of a reasonable profit and overhead attributable to the services already performed. The Architect shall not be entitled to any other fees or damages than those identified in this section.

...

~~§ 5.2~~ If the Owner suspends the ~~Project~~, Project for more than 90 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

~~§ 5.3~~ If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. The Owner

...

~~§ 5.4~~ Either party may terminate this Agreement upon not less than ~~seven days'~~ ten (10) days written notice should the ~~other party~~ Architect fail substantially to perform in accordance with the terms of this Agreement through no fault of the ~~party initiating the termination~~ Owner.

...

§ 5.5 The Owner may terminate this Agreement upon not less than ~~seven days~~ fourteen (14) days written notice to the Architect for the Owner's convenience and without cause.

...

§ 5.6 ~~If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect. In the event of termination for the Owner's convenience and without cause, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with Reimbursable Expenses~~

...

§ 5.7 ~~In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees: the due. Architect shall~~

...

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.) not be entitled to any compensation for unperformed work.~~

...

~~.1 Termination Fee:~~

PAGE 6

~~.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:~~

...

§ 5.8 ~~Except as otherwise expressly provided herein, this Agreement shall terminate~~

...

~~(Check the appropriate box.)~~

...

~~☐ One year from the date of commencement of the Architect's services~~

...

~~☐ One year from the date of Substantial Completion~~

...

~~☐ Other~~

...

~~(Insert another termination date or refer to a termination provision in an attached document or scope of service.)~~

...

~~If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.~~

...

~~§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.~~

See Exhibit 'A' attached.

...

~~§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include for the Architect's services and include reasonable expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~

...

- .7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~ when authorized in advance in writing by the Owner.

...

- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~ Additional insurance coverage or limits, including professional liability insurance, above that required by Article 2 when requested by the Owner.;

...

- .10 ~~Site office expenses;~~ expenses when authorized in advance by the Owner; and

...

- .11 ~~Registration fees and any~~

...

~~other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~ Such other expenditures incurred in connection with the project when specifically authorized in advance in writing by the Owner.

...

- .12 ~~Other similar Project related expenditures.~~

PAGE 7

~~§ 6.2.2 For Reimbursable Expenses~~ For reimbursable expenses described in subparagraphs 6.2.1, 6.2.2, 6.2.4, 6.2.5, 6.2.7 and 6.2.9 above, the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (- %) of the expenses incurred, billed at 1.10 times actual cost.~~ Reimbursable expenses

...

~~§ 6.2.3 Architect's Insurance.~~ If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below: ~~described in subparagraphs 6.2.3, 6.2.6, 6.2.8, 6.2.10 and 6.2.11 shall be the actual costs incurred by the Architect and the Architect's consultants without markup.~~

...

§ 6.2.2 Estimated Reimbursable Costs - See Exhibit 'A' attached.

...

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)~~

...

~~§ 6.3.1.1~~ An initial payment of ~~(\$ -) \$0~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

~~§ 6.3.2.1~~ Unless otherwise agreed, payments for services shall be made monthly in proportion to services ~~performed.~~ performed within thirty (30) days after the Owner's receipt and approval of the Architect's detailed monthly statement, lien waivers or releases and sworn statements covering services rendered to the date of said statement. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

~~% - 10%~~ per annum

...

~~§ 7.2 Except as separately defined herein, terms~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction.~~ Construction, except otherwise defined herein.

...

~~§ 7.3~~ The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this ~~Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~ Agreement.

...

~~§ 7.4~~ The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

...

~~§ 7.4.1~~ Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 8

~~§ 7.5~~ If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

~~§ 7.6-7.5~~ Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

...

~~§ 7.7-7.6~~ Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

...

~~§ 7.8~~ ~~The Architect shall have the right to~~ 7.7 Unless the Architect is terminated under Sections 5.3 or 5.5, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4, architect's promotional and professional materials, provided that Architect has provided Owner with a copy of the promotional and professional materials and obtained Owner's written approval of the photographic or artistic representation of the design Architect proposes to use in them.

...

~~§ 7.9-7.8~~ If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. ~~This Section 7.9 shall survive the termination of this Agreement.~~

...

~~§ 7.9.1~~ The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors to (1) its employees, (2) those who need to know the content of the information in order to perform services or work construction solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9 or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

...

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

...

(Include other terms and conditions applicable to this Agreement.)

...

See Exhibit 'A' attached.

...

~~.2~~ Building Information Modeling Exhibit, if completed:

...

~~.3~~ Exhibits:

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

...

~~[]~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: 2
Exhibit A - Scope of Work Proposal dated October 8, 2025

...

(Insert the date of the E204 2017 incorporated into this Agreement.)

PAGE 9

~~[] Other Exhibits incorporated into this Agreement:~~

...

~~(Clearly identify any other exhibits incorporated into this Agreement.)~~

...

~~.4 Other documents:~~

...

~~(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)~~

...

Pablo Velez
Chief Executive Officer

Thai Dinh, AIA, ACHA
President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:07:06 ET on 10/08/2025 under Order No. 4104246382 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ - 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



October 8, 2025

Pablo Velez
Chief Executive Officer
El Centro Regional Medical Center
1415 Ross Avenue El Centro, CA 92243

Re: El Centro Regional Medical Center
Proposal for NPC-4D Levels 1,2 and NPC-5 Retrofit Full Design
El Centro, California
Architect's Project No. **2024027.20**

Dear Pablo,

Mascari Dinh Architects is pleased to submit this proposal for your consideration. This proposal is to provide design services for the NPC-4D Levels 1, 2, and NPC-5 Retrofit at El Centro Regional Medical Center in El Centro, California.

PROJECT DESCRIPTION

Mascari Dinh Architects (MDA) shall develop architectural, civil, structural, mechanical, plumbing, and electrical design for NPC-4D Levels 1, 2 seismic upgrades where required, and NPC-5 for the entire campus. The following buildings are part of the project scope per level:

I. NPC – 4D level 1 (Report / Certification)

1. BLD-00760 – OB Building - Bldg 08
2. BLD-00753 – L/D Building – Bldg 02
3. BLD-02887 – Admin Building – Bldg 07A
4. BLD-02888 – East Wing – Bldg 12
5. BLD-02685 – East Wing South – Bldg 12A
6. BLD-00759 – Admin Building – Bldg 07
7. BLD-00752 - South Wing – Bldg 01
8. BLD-00754 - Central Wing – Bldg 03
9. BLD-00755 - West Addition - Structurally connected to BLD-00754
10. BLD-00756 - Central Plant – Bldg 04
11. BLD-00757 - North Wing
12. BLD-00758 - ICU Addition - Structurally connected to BLD-00757 (per HCAI's email

Exhibit A



correspondence on 10/7/2025)

- 13. BLD-06429 – Pharmacy Expansion – Bldg 24A
- 14. BLD-00764 – Annex Building – B11

II. NPC-4D Level 2 (Anchorage / Utility support / Source route)

- 1. BLD-00761 - Radiology Building – Bldg 09
- 2. BLD-00762 - Rad Annex Building – Bldg 09A
- 3. BLD-00763 – Lab Building – Bldg 10

III. NPC-5 (Water / Sewer / Emergency Generator Fuel)

- 1. BLD-00760 – OB Building - Bldg 08
- 2. BLD-00753 – L/D Building – Bldg 02
- 3. BLD-02887 – Admin Building – Bldg 07A
- 4. BLD-02888 – East Wing – Bldg 12
- 5. BLD-02685 – East Wing South – Bldg 12A
- 6. BLD-00759 – Admin Building – Bldg 07
- 7. BLD-00752 - South Wing – Bldg 01
- 8. BLD-00754 - Central Wing – Bldg 03
- 9. BLD-00755 - West Addition - Structurally connected to BLD-00754
- 10. BLD-00756 - Central Plant – Bldg 04
- 11. BLD-00757 - North Wing – Bldg 05
- 12. BLD-00758 - ICU Addition - Structurally connected to BLD-00757
- 13. BLD-06429 – Pharmacy Expansion – Bldg 24A
- 14. BLD-00764 – Annex Building – B11
- 15. BLD-00761 - Radiology Building – Bldg 09
- 16. BLD-00762 - Rad Annex Building – Bldg 09A
- 17. BLD-00763 – Lab Building – Bldg 10
- 18. BLD-06389 – Entrance Lobby – Bldg B13A
- 19. BLD-06390 – Entrance Canopy – Bldg B13B
- 20. BLD-06391 – Driveway Canopy – Bldg B13C
- 21. BLD-02686 – New Wing
- 22. BLD-06392 – Ambulance Canopy – Bldg 13D
- 23. BLD-02687 – New Central Plant – Bldg 14
- 24. BLD-06427 – Central Plant Shed – Bldg 14A
- 25. BLD-05940 – Cooling Tower Yard – Bldg 14B
- 26. BLD-03331 – Generator Yard – Bldg 18
- 27. BLD-03219 – Electrical Room – Bldg 17
- 28. BLD-06098 – Data Center – Bldg 21
- 29. BLD-06428 – Hazardous Waste Storage – Bldg 23
- 30. BLD-06419 – North ASB Canopy – Bldg 24A
- 31. BLD-05694 – Ancillary Services Building – Bldg 19
- 32. BLD-06420 – South ASB Utility – Bldg 19B
- 33. BLD-06421 – ASB Covered Link – Bldg 19C
- 34. BLD-06408 – Utility Canopy

Exhibit A



Specific scopes for each NPC upgrade levels are as follows:

- For NPC 3 the building meets the criteria for NPC “2” and in critical care areas, clinical laboratory service spaces, pharmaceutical service spaces, radiological service spaces, and central and sterile supply areas, the following comments meet the bracing and anchorage requirements of Part 2, Title 24:
“Nonstructural components,” listed in the 1995 CBC, Part 2, Title 24, Table 16A-0.
- For NPC-4D Level 1: includes all system and equipment required to comply with NPC-3. An Operational Plan to repair and bring all systems and services back online, or to provide them in an alternate manner, is filed with the Office in accordance with Section 11.2.3.
- For NPC-4D Level 2: includes Level 1 and all services and utilities from the source to Level 1 areas necessary to accommodate continuation of operations after an event. These services are anchored and braced and shall include elevator(s) selected to provide service to patient, surgical, obstetrical, and ground floors during interruption of normal power needed, to meet the structural requirements of Part 2, Title 24. An Operational Plan to repair and bring all other systems and services back online, or to provide them in an alternative manner, is filed with the Office in accordance with Section 11.2.3.

Scope of work includes:

- a. Field investigation and verification to confirm scope from 2024 field studies. This includes additional field investigation and verification to confirm the utilities from the source to the NPC-3 areas. (2 site visits)
 - b. Develop architectural, structural, mechanical, plumbing, electrical, and low voltage floor plans, reflected ceiling plans, egress and life safety plans, elevations, sections, and details as required to support the nonstructural anchorage and bracing scope of work.
 - c. Anchorage and bracing design, details, and drawings will be deferred approval prepared by ISAT or Mason West.
1. NPC-5
- a. The scope of work is to provide architectural, civil, structural, plumbing, and electrical engineering services from Schematic Design through permit approval based on the NPC-4 and NPC-5 study report dated September 2, 2025. New emergency water and sewer tanks will be designed at various locations within the campus.
 - i. Water tank requirement – 2 tanks of 35,000 gallons each, including associated controls and monitoring.
 - ii. Sewer tank requirement – 2 tanks of 30,000 gallons each, and 1 tank of 10,000 gallons, including associated controls and monitoring.
 - iii. Fuel oil tank requirement – 1 tank of 9,000 gallons each onsite fuel storage tank capacity for campus is in compliance to support HCAI 96-hour requirement for essential power systems.

Exhibit A



- b. Review of available as-built drawings and campus survey and provide recommendations, if additional survey is required.
 - c. It is assumed that the existing emergency power infrastructure system is sufficient to support the project. Underground scanning/surveying will be required and will be provided by others.
 - d. The proposal will include engineering design services from Schematic Design/Design Development to Building Permit phases.
 - e. The Owner is responsible to provide a Geotechnical report for the facility site.
2. The project will be submitted to HCAI as one package NPC-4D Level 2 and NPC-5 under 2025 California Building Code.

SCOPE OF WORK

The following scope is provided per phase:

Schematic Design/Design Development Phase

- A. Perform a field survey with the proposed consulting engineers to verify selective existing conditions in area of work. All existing conditions determined to be non-compliant shall be documented. Pending Owner direction, Facilities Engineer or Owner selected Contractor will perform minor destructive testing at selected areas to enable Design Team to view concealed existing conditions. The cost for this testing is not included in this proposal.
- B. Review of as-built drawings.
- C. Attend bi-weekly meeting during Schematic Design/Design Development phase.
- D. Coordinate design requirements with facility vision and mission statement.
- E. Prepare Design Development package for ECRMC to review and sign-off.

Construction Documents

- A. Coordinate requirements with ECRMC internal departments such as the Purchase department, information Technology Department, Lock & Key Department, Security / Alarm Department, etc.
- B. Attend bi-weekly meetings during Construction Documents phase.

Exhibit A



- C. Prepare final Contract Documents for HCAI approval. The Contract Documents will include Architectural, Civil, Structural, Mechanical, Plumbing and Electrical Engineering sheets of drawings with plans, notes, schedules and book specifications.
- D. Assemble (1) one Construction Document Package for NPC-4D Level 2 and NPC-5.

Agency Review Phase

- A. Process construction document drawings and other documents as required through HCAI.
- B. Respond to plan check corrections with revisions as needed to obtain plan approval.
- C. Obtain HCAI approval through normal review process. No increment drawings are anticipated for this project scope.

Bidding Phase

- A. Not currently provided.

Construction Administration Phase

- A. Not currently provided.

ASSUMPTIONS AND EXCLUSIONS

The Scope of Work outlined above is based upon the following assumptions and exclusions:

- A. The total number of project team meetings have been assumed for each Phase:

*Field Verification.....	2 days
*Schematic Design/Design Development.....	12 Bi-weekly virtual meetings
*Construction Documents.....	8 Bi-weekly virtual meetings
Agency.....	0 meetings
Bid.....	Not currently provided
*Construction Administration.....	Not currently provided

*Refer to items H, I, J, and K for number of meetings and site visits for consulting engineers.

- B. The fee proposal is based on the following schedule assumption:

Schematic Design/Design Development – 14 weeks
Construction Documents – 12 weeks
Agency – 12 months
Bid – Not currently provided
Construction Administration – Not currently provided

Exhibit A



- C. Fire Alarm, Fire Sprinkler, Nurse Call, and Access Control design will be contracted directly with facility through design-build vendors. Mascari Dinh Architects will coordinate with facility vendors for HCAI submittal documents.
- D. It is assumed that OR requirement regarding room humidity and temperature has already been met due to existing chiller system being supported by existing generators.
- E. Electrical panel readings affected by scope of work will be provided by the Owner.
- F. Mechanical pre-reads as required by scope of work will be provided by the Owner.
- G. It is assumed that there are no upgrades, replacements, or new mechanical, plumbing, or electrical equipment, panels, distribution systems, etc. will be required.
- H. Replacement of the entire roof system including anchorage design and details for mechanical units and piping/electrical is excluded.
- I. The Structural Engineer has included (2) site visits and (8) virtual meetings during design. For NPC-4D Level 2, (3) site visits and (4) virtual team meetings during design. For NPC-5 includes (2) virtual team meetings.
- J. The Mechanical and Plumbing Engineer has included (3) site visit during design for SPC-4D; (3) site visits during NPC-4D Level 2 site visit; (3) site visits during design for NPC-5.
- K. The Electrical Engineer has included (2) meetings/site visits per month for design development and construction document phases. For NPC-5, included (2) meetings/site visits per month for design development and construction document phases.
- L. The Civil Engineer has included (2) site visits and (2) virtual meeting during design phase.
- M. The scope of the project as well as the tank size selection are based on discussions with ECRMC and facilities, which was addressed in the first back check compliance plan reporting resubmittal in December 2024. The reduction in full capacity is also allowed by HCAI based on the current codes of regulations. Should ECRMC decide to alter the scope of the project due to various reasons, which may result in larger or smaller tank capacities or areas being served, or HCAI request of additional capacity be implemented, additional services will be negotiated.
- N. A complete, current, digital, detailed, ground-edited American Land Title Association (ALTA) and topographic survey will be provided by the Owner for our use.
- O. It is anticipated that the project is not subject to the local storm water treatment

Exhibit A



requirements.

- P. Compliance with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction and land disturbance activities requires the preparation of documents, including a Storm Water Pollution Prevention Plan (SWPPP), to be submitted to the State of California Water Resources Control Board (SWRCB) for most projects. We understand that the area of land disturbance is less than one acre and that a SWPPP will not be required. Accordingly, preparation of a SWPPP and the role of the Qualified SWPPP Developer (QSD) are not included in the scope of this proposal.
- Q. Grading work will be limited to the footprint of the tanks and utility trenches.
- R. A Geotechnical report including recommendations for grading, paving, and utility trenching, will be provided for our use.
- S. The horizontal and vertical location and size of existing on-site utilities will be determined from available record drawings and/or site surveys. If additional information is determined to be required during the design stage, we recommend that a separate company specializing in locating underground utilities and surveying be retained. The scope of this proposal does not include electronic or pothole utility investigation or survey.
- T. There are no off-site improvements associated with this project.
- U. There are no major utilities that will require relocation as a part of this project.
- V. If required, shoring for tank installations will be designed and permitted by others.
- W. Client will provide MD with editable electronic files (CAD or BIM) of the current drawing quantity and state, as referenced in the project description above.
- X. As-builts drawings are available. If as-builts drawings are not available, additional services will be required for site verification of existing conditions.
- Y. The Architect is not responsible for ascertaining that the building is free from any toxic or otherwise harmful substances, including asbestos and PCB's.
- Z. Specifications or observation of any detoxification of the building or cleanup of toxic or other deleterious wastes, if necessary, are not part of the Architect's services.
- AA. The following services have not been included. If necessary, these services can be quoted separately:
 - a. Signage design, detailing and procurement
 - b. Way finding design, detailing and procurement
 - c. Artwork selection and procurement

Exhibit A



- d. Procurement of furniture
 - e. Medical equipment planning
 - f. Pneumatic tube system design
 - g. Inventory of existing clinical equipment
 - h. Furniture selection and procurement
- BB. Client to provide all OFOI and OFCI equipment cut sheets prior to start of Design Development phase.
- CC. Architect and consulting Engineers will prepare electronic record drawings based on Contractor provided as-built record drawings.
- DD. Changes by Client to the approved Package will be provided hourly as an additional service. No additional services work shall commence before authorization by Client.
- EE. Accessibility upgrades to existing elements outside area of work are not included.
- FF. Code Upgrade of existing facility is not included in the scope and fee.
- GG. Value Engineering services are not anticipated, and therefore not included in this proposal.
- HH. Preparation of alternate bid packages is not included in the scope and fee.
- II. Cost Estimating is not part of this proposal.

CONSULTANTS

The following consultants have been chosen to assist the Architect in the project:

Civil Engineering:

KPFF
700 South Flower Street, Suite 2100
Los Angeles, CA 90017
O 213.418.0201 D 213.266.5200

Structural Engineering:

ABS Consulting
300 Commerce Drive, Suite 200
Irvine, CA 92602

Mechanical/Plumbing Engineering:

ATC, Inc.
5755 Oberline Drive, Suite 112.

Exhibit A



San Diego, CA 92121

Electrical Engineering:

Coffman Engineers, Inc.

1455 Frazee Rd, Ste 600 | San Diego, CA 92108

Specifications:

David Byun

1205 Hazel Place

Costa Mesa, CA 92626

FEES

Based on the Scope of Work and the Assumptions and Exclusions described above, the Professional Services fee is proposed as a lump sum fee as follows:

NPC-4D Levels 1, 2 + NPC-5

Schematic Design/Design Development	\$ 473,769.20
Construction Documents	\$ 444,150.40
Agency	\$ 147,098.00
Bidding	Not provided
Construction Administration	Not provided
Total NPC-4D Levels 1, 2 + NPC-5 project fee (through Agency)	\$1,065,017.60

Estimate reimbursable expenses.....\$ 63,000.00

Aerial and boundary survey fee, required, is not included in the above number, but can be provided as an optional service

at.....\$50,000.00

TERMS

- A. Reimbursable expenses are in addition to the fee for professional services and will be billed monthly at 100% of actual cost. Reimbursable expenses include travel expenses, printing of CAD drawings, large format color plotting, photographic services, delivery and mail services, plan check fees, and the like, as advanced by the Architect and Consultants.

Exhibit A



- B. Printing of CAD drawings will be charged at the rate of \$1.00 per square foot for initial plots and copies printed at the same time will be charged at the rate of \$0.30 a square foot. Large format color plotting will be charged at \$10.00 per square foot. These square foot charges are subject to an annual increase starting 10/01/26.
- C. Reimbursable expenses/advances over \$10,000 are due upon presentation, or notification, and delinquent five (5) days thereafter.
- D. Hourly rates and rates for Additional Services are as follows:

Principal/ Associate Principal.....	\$ 230.00
Sr. Project Manager/Sr. Project Architect.....	\$ 275.00
Project Architect/Sr. Designer.....	\$ 245.00
Project Manager.....	\$ 235.00
Jr. Project Architect/Sr. Job Captain.....	\$ 198.00
Designer/Job Captain.....	\$ 178.00
Draftsperson.....	\$ 157.00
Admin.....	\$ 115.00

Note: The above-described rate schedule is subject to increase annually starting 10/01/26 by no more than 5% per annum.

- E. Professional service fees and reimbursable will be billed monthly as accrued as a percentage of the work completed. They are due sixty (60) days from date of Architects Invoice and are delinquent seventy-five (75) days after the date on Architects invoice.
- F. Consultant's additional services, if needed, will be billed at 1.1x direct billing to Architect.
- G. No additional services of any nature shall commence without prior written authorization by the Client.
- H. Within fourteen (14) days of receipt of Architect's invoices, the Client shall notify the Architect in writing of any exception to the amounts reflected in the application for payment. Excepting an actual error in the invoice, if such notice is not made, the entire amount of the application shall be paid in accordance with the foregoing provisions of this Agreement.
- I. Should the amounts due the Architect not be paid in accordance with the provisions of this Agreement, the Architect shall have the option to suspend services without any responsibility for consequential damages or cost which the Client may incur as a result of such suspension of services.
- J. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

Exhibit A



- K. It is assumed that each project phase shall be continuous. If the project is suspended or abandoned in whole or in part, the Architect shall be compensated for all services performed prior to written notice from the Client of such suspension or abandonment. If a project is resumed after being suspended, the Architect's compensation shall be equitably adjusted. Several factors which may affect an equitable adjustment include: duration of suspension, whether suspension occurred between project phases or during a project phase, project size, Architect and Consultant rate schedule changes, and project stop and restart costs.
- L. Either the Client or the Architect may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The Client shall within fourteen (14) calendar days of termination pay the Architect for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

Pablo, this proposal reflects the services requested. Should any of the services not be required, please advise. If this proposal is acceptable to you, please indicate by signing below and returning one (1) copy of the proposal for my files.

Thank you for the opportunity to be of service to El Centro Regional Medical Center.

Sincerely,

Accepted by:

Mascari Dinh Architects
A California Corporation

Client

Thai Dinh, AIA, ACHA
President
CA License No. C-34803

Date

Enclosures:

cc: Joseph S. Mascari/Mascari Dinh Architects
Gabriela Bendeck/Mascari Dinh Architects