



**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
THURSDAY, DECEMBER 18, 2025 – 5:00 P.M.
SUPPORT SERVICES BUILDING, 2ND FLOOR, GREAT ROOM
IN-PERSON AND BY VIDEO CONFERENCE**

Members of the public may participate remotely via Zoom at the following link <https://zoom.us/join> with the following Webinar ID and Password:

Meeting ID: 991 5300 5433

Security Passcode: 007953

Mission Statement - The San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians, and the health care consumers of the community.

Vision Statement - San Benito Health Care District is committed to meeting community health care needs with quality care in a safe and compassionate environment.

AGENDA

Presented By:

1. Call to Order / Roll Call

(Johnson)

2. Board Announcements

(Johnson)

3. Public Comment

(Johnson)

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on matters within the jurisdiction of this District Board, which are not otherwise covered under an item on this agenda. This is the appropriate place to comment on items on the Consent Agenda. Board Members may not deliberate or take action on an item not on the duly posted agenda. Written comments for the Board should be provided to the Board clerk or designee for the official record. Whenever possible, written correspondence should be submitted to the Board in advance of the meeting to provide adequate time for its consideration. Speaker cards are available.

4. Consent Agenda – General Business

(Johnson)

The Consent Agenda deals with routine and non-controversial matters. The vote on the Consent Agenda shall apply to each item that has not been removed. A Board Member may pull an item from the Consent Agenda for discussion. One motion shall be made to adopt all non-removed items on the Consent Agenda.

A. Consider and Approve Minutes:

- Regular Meeting of the Board of Directors – November 20, 2025.
- Special Meeting of the Board of Directors – December 8, 2025.

B. Receive Minutes: District Bylaws / Policies and Procedures Committee -

- November 10, 2025

C. Receive Officer/Director Written Reports

- Physician Services & Clinic Operations
- Skilled Nursing Facilities (Mabie Southside/Northside)
- Laboratory and Radiology (No Report)
- Foundation
- Public Relations
- PMO Project Summary

Recommended Action: Approval of Consent Agenda Items (A) through (C).

5. Receive Informational Reports

A. Chief Executive Officer (Verbal Report)

(Casillas)

- Senator Laird – Visit Update
- Congresswoman Lofgren – Visit Update

► Public Comment

B. Chief Nursing Officer

(Descent)

- Dashboard - November 2025
- EMTALA Survey Update

► Public Comment

C. Chief Financial Officer

(Robinson)

- Facilities - Project Dashboard – November, 2025
- Financial Statements – November, 2025
- Finance Dashboard – November, 2025
- Supplemental Payments – November, 2025

► Public Comment

6. Action Items

- A. Consider and Approve Resolution NO. 2025-07 Fixing the Times and Dates of the Regular Meetings of the San Benito Health Care District Board of Directors, from February 26, 2026 through January 28, 2027.**

Recommended Action: Approve Resolution NO. 2025-07 Fixing the Times and Dates of the Regular Meetings of the San Benito Health Care District Board of Directors, from February 26, 2026 through January 28, 2027.

- ▶ Report
- ▶ Board Questions
- ▶ Public Comment
- ▶ Motion/Second
- ▶ Action/Board Vote-Roll Call

B. Consider and Approve Professional Services Agreement with Mostafa Sadek, M.D.

Recommended Action: Approve Professional Services Agreement with Mostafa Sadek, M.D.

- ▶ Report
- ▶ Board Questions
- ▶ Public Comment
- ▶ Motion/Second
- ▶ Action/Board Vote-Roll Call

7. **Public Comment** (Johnson)
This opportunity is provided for members to comment on the closed session topics, not to exceed three (3) minutes.
8. **Closed Session** (Johnson)
See the Attached Closed Session Sheet Information
9. **Reconvene to Open Session** (Johnson)
10. **Closed Session Report** (Counsel)
11. **Adjournment** (Johnson)
The next Regular Meeting of the Board of Directors is scheduled for Thursday, January 22, 2026 at 5:00 p.m., Great Room.

The complete Board packet including subsequently distributed materials and presentations is available at the Board Meeting, in the Administrative Offices of the District, and posted on the District's website at <https://www.hazelhawkins.com/news/categories/meeting-agendas/>. All items appearing on the agenda are subject to action by the Board. Staff and Committee recommendations are subject to change by the Board.

Any public record distributed to the Board less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the District office. Public records distributed during the meeting, if prepared by the District, will be available for public inspection at the meeting. If the public record is prepared by a third party and distributed at the meeting, it will be made available for public inspection following the meeting at the District office.

Notes: Requests for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in a meeting should be made to District Administration during regular business hours at 831-636-2673. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

Please note that room capacity is limited and available on a first-come, first-served basis.

SAN BENITO HEALTH CARE DISTRICT BOARD OF DIRECTORS
December 18, 2025

AGENDA FOR CLOSED SESSION

Pursuant to California Government Code Section 54954.2 and 54954.5, the board agenda may describe closed session agenda items as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items are described in substantial compliance with Section 54954.5 of the Government Code.

CLOSED SESSION AGENDA ITEMS

- ☐ **LICENSE/PERMIT DETERMINATION**
 (Government Code §54956.7)

Applicant(s): (Specify number of applicants) _____

- ☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
 (Government Code §54956.8)

- ☒ **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
 (Government Code §54956.9(d)(1))

Name of cases:

1. PERB Case No. SF-CE-2231-M
2. PERB Case No. SF-CE-2232-M
3. *Savista, LLC vs. Hazel Hawkins Medical Center*, File No. 6337918
4. *Nick Hadrian Gabriel v. San Benito Health Care District; Does 1-100, San Benito County Superior Court*

- ☐ **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
 (Government Code §54956.9)

- ☐ **LIABILITY CLAIMS**
 (Government Code §54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961):

Agency claimed against: (Specify name): _____.

- ☐ **THREAT TO PUBLIC SERVICES OR FACILITIES**
 (Government Code §54957)

Consultation with: (Specify the name of law enforcement agency and title of officer): _____

- ☐ **PUBLIC EMPLOYEE APPOINTMENT**
 (Government Code §54957)

Title:

- ☐ **PUBLIC EMPLOYMENT**
 (Government Code §54957)

Title:

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
(Government Code §54957)

(Specify position title of the employee being reviewed):

Title:

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
(Government Code §54957)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

☒ **CONFERENCE WITH LABOR NEGOTIATOR**
(Government Code §54957.6)

Agency designated representative: Anne Olsen
Employee organization: NUHW

☐ **CONFERENCE WITH LABOR NEGOTIATOR**
(Government Code §54957.6)

Agency designated representative:
Unrepresented employees

☐ **CASE REVIEW/PLANNING**
(Government Code §54957.8)

(No additional information is required to consider case review or planning.)

☐ **REPORT INVOLVING TRADE SECRET**
(Government Code §37606 & Health and Safety Code § 32106)

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility):

1. Trade Secrets, Strategic Planning, Proposed New Programs, and Services.

Estimated date of public disclosure: (Specify month and year):

☒ **HEARINGS/REPORTS**
(Evidence Code Sections 1156 and 1157.7; Health and Safety Code Section 32106)

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical executive committee, or report of quality assurance committee):

1. Report – Credentials

☐ **CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW** (Government Code §54956.86)

(No additional information is required to discuss a charge or complaint pursuant to Section 54956.86.)

ADJOURN TO OPEN SESSION



Hazel Hawkins
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
SUPPORT SERVICES BUILDING, 2ND-FLOOR, GREAT ROOM
IN PERSON AND BY VIDEO CONFERENCE**

THURSDAY, NOVEMBER 20, 2025

5:00 P.M.

MINUTES

Directors Present

Bill Johnson, Board Member
Devon Pack, Board Member
Victoria Angelo, Board Member (Absent)
Nick Gabriel, Board Member via teleconference¹
Josie Sanchez, Board Member

Also Present

Mary Casillas, Chief Executive Officer
Mark Robinson, Chief Financial Officer
Karen Descent, Chief Nursing Officer
Amy Breen-Lema, VP Ambulatory & Physician Services
Suzie Mays, Vice President, Information & Strategic Services
Heidi A. Quinn, District Legal Counsel

1. Call to Order/Roll Call

Director Johnson called the meeting to order at 5:01 PM. A quorum was present, and attendance was taken by roll call. Directors Johnson, Pack, Sanchez, and Gabriel were present; Director Angelo was absent.

2. Public Comment

An opportunity for public comment on the closed session items was provided; public comment was received from Mr. Bernosky.

3. Closed Session

President Johnson announced the items to be discussed in the Closed Session, as listed on the posted Agenda: a) Public Employee Performance Evaluation, Government Code §54957; b) Conference with Labor Negotiator; Government Code §54957.6 (NUHW); c) Conference with Labor Negotiator; Government Code §54957.6 (unrepresented employees); and d) Hearing/Report, Credentials, Evidence Code Sections 1156 and 1157.7; Health and Safety Code Section 32106(b).

¹ Pursuant to Government Code section 54953(b), Director Gabriel participated in the meeting via teleconference from 923 Dana Drive, Redding, CA.

The members of the Board entered into a closed session at 5:04 pm.

4. Reconvene Open Session/Closed Session Report

The Board of Directors reconvened to open session at 6:10 p.m.

Counsel reported that the Board met regarding several items:

- Public Employee Performance Evaluation for the Chief Executive Officer was received.
- Conference with Labor negotiator NUHW and unrepresented employees: a report was provided to the Board with no reportable action.
- The Board also received the credentials report, which was received and approved on motion of Director Sanchez, second by Director Pack, and unanimously approved 4-0.
- The Board received the Credentials report.

5. Board Announcements

Director Johnson thanked Liz Sparling for doing a great job putting together the Foundation Dinner Dance.

6. Public Comment

An opportunity for public comment was provided, and individuals were given three minutes to address the Board Members and Administration. No public comment was received.

Director Johnson announced that we would be jumping to number 10. Action Item A.

A. Consider and Approve Audited Financial Statements FYE June 30, 2025.

A report was provided by Mr. Rick Jackson. The report is also included in the packet.

An opportunity for public comment was provided; no public comment was received.

MOTION: By Director Pack to approve Audited Financial Statements FYE June 30, 2025; Seconded by Director Sanchez.

Moved/Seconded/ Carried: Ayes: Directors Johnson, Pack, Sanchez, and Gabriel. Motion approved 4-0 by roll call.

7. Consent Agenda - General Business

- Consider and Approve Minutes of the Regular Meeting of the Board of Directors – October 23, 2025.
- Receive Minutes: District Bylaws / Policies and Procedures Committee –
 - October 20, 2025.

A. Receive Officer/Director Written Reports - No action required.

- Provider Services & Clinic Operations
 - Skilled Nursing Facilities (Mabie Southside/Northside)
 - Laboratory and Radiology
 - Foundation Report
 - Public Relations
 - PMO Project Summary Report
-

B. Consider and Approve Policies:

- Area of Concern (*Revised*)
- Board Member Roster (*Revised*)
- Confidentiality (*Revised*)
- Oath of Office (*New*)
- Corporate Compliance (*Revised*)
- Yearly Calendar Events (*Revised*)
- Practitioner Code of Conduct (*New*)
- Medical Staff Chain of Command (*New*)

C. Consider and Approve Privileges:

- Physician Assistant – Clinical Medicine (*Revised*)

Director Johnson presented the consent agenda items (A-C) to the Board for action.

MOTION: By Director Sanchez to approve the Consent Agenda, Items (A-C); Seconded by Director Johnson.

Moved/Seconded/ Carried. Ayes: Directors Sanchez, Pack, Johnson, and Gabriel. Approved 4-0 by roll call.

8. **Receive Informational Reports**

A. **Chief Executive Officer (Verbal Report)**

Ms. Casillas commended Liz Sparling and the Foundation Team for such a great job with the Foundation Dinner Dance. She also recognized Anthony Sotelo and all the engineering department for working long hours the past 3-days. Her verbal report also included information regarding the physician needs assessment that WiFLi will be conducting, and the community needs assessment, which will begin in February. Her also included information regarding refreshing the hospital brand and logo.

An opportunity was provided for public comment; no comments were received.

B. **Chief Nursing Officer**

- Dashboard – October 2025

Ms. Descent provided a report that is included in the packet.

An opportunity was provided for public comment; no comments were received.

C. **Facilities and Finance Committee – October 20, 2025**

- Facilities Update – September 22, 2025
- Financial Statements – August 2025
- Finance Dashboard – August 2025
- Supplemental Payments – August 2025
- Facilities Update – September 2025
- Financial Statements – September 2025
- Finance Dashboard – September 2025

Mr. Robinson provided his CFO report, which included an update on Facilities, financial statements, and dashboard. These reports are included in the Board packet.

An opportunity was provided for public comment; no public comment was received.

9. Action Items

B. Consider and Approve Pension Plan GASB 68 Report FYE June 30, 2025.

Mr. Robinson provided a verbal report, which is also included in the packet.

An opportunity for public comment was provided; no comment was received.

MOTION: By Director Pack to Approve Consider and Approve Pension Plan GASB 68 Report FYE June 30, 2025; Seconded by Director Sanchez.

Moved/Seconded/ Carried: Ayes: Directors Gabriel, Johnson, Sanchez, and Pack. Approved 4-0 by roll call.

C. Consider and Approve Response to Medical Executive Committee Letter.

Director Johnson asked if any board member would like to recuse themselves before providing the report. Director Johnson provided the report, which is also included in the packet.

An opportunity for public comment was provided; no comment was received.

MOTION: By Director Pack to Approve Response to Medical Executive Committee Letter; Seconded by Director Sanchez.

Moved/Seconded/ Carried: Ayes: Directors Johnson, Pack, Sanchez, and Gabriel. Approved 4-0 by roll call.

D. Consider and Approve Ad Hoc Committee's Recommendation Regarding Incentive and COLA to CEO Compensation.

Director Johnson provided a verbal report and also went over the incentive, which are also included in the packet.

An opportunity for comment was provided; comment received by Mr. Bernosky.

MOTION: By Director Pack to Approve Ad Hoc Committee's Recommendation for and incentive of 8 percent and 3 percent Cola; Seconded by Director Sanchez.

Moved/Seconded/ Carried: Ayes: Directors Johnson, Pack, Sanchez, and Gabriel. Approved 4-0 by roll call.

10. Adjournment:

There being no further regular business or actions, the meeting was adjourned at 7:18 p.m.

The next Regular Meeting of the Board of Directors is scheduled for Thursday, December 18, 2025, at 5:00 p.m.



**SPECIAL MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
SUPPORT SERVICES BUILDING, 2ND-FLOOR, GREAT ROOM
IN PERSON AND BY VIDEO CONFERENCE**

MONDAY, DECEMBER 8, 2025

5:00 P.M.

DRAFT MINUTES

Directors Present

Bill Johnson, Board Member
Devon Pack, Board Member
Victoria Angelo, Board Member
Nick Gabriel, Board Member - (Absent)
Josie Sanchez, Board Member – (Absent)

Also Present

Mary Casillas, Chief Executive Officer
Mark Robinson, Chief Financial Officer
Karen Descent, Chief Nursing Officer
Amy Breen-Lema, Vice President, Ambulatory & Physician Services
Suzie Mays, Vice President, Information & Strategic Services
Heidi A. Quinn, District Legal Counsel

1. Call to Order/Roll Call

Director Johnson called the meeting to order at 5:03 PM. A quorum was present, and attendance was taken by roll call. Directors Johnson, Pack, and Angelo were present. Directors Gabriel and Sanchez absent.

Director Johnson stated that circumstances have arisen since posting of the agenda for the special meeting, which require immediate action by the Board of Directors (“Board”). Under the Brown Act, the Board may add an item to the agenda in the event of an emergency related to work stoppage (Government Code section 54956.5). To add an item to the agenda under Anticipated Litigation – Initiation of Litigation, the Board must unanimously approve a motion to amend the agenda. If approved, there would be two cases under Anticipated Litigation: Initiation of Litigation (Government Code section 54956.9(d)(4), and the emergency provisions would apply to both items.

An opportunity for public comment was provided, and there was no public comment.

Director Johnson made a motion to amend the agenda to add one additional case for Anticipated Litigation – Initiation of Litigation (Gov’t Code section 54956.9(d)(4) t, and seconded by Director Pack.

Moved/Seconded/ Carried. Ayes: Directors Johnson, Pack, and Angelo. Approved 3-0 by roll call. Directors Gabriel and Sanchez were absent.

2. Public Comment

An opportunity for public comment was provided to members to comment on the closed session topics, not to exceed three (3) minutes.

There was no public comment.

3. Closed Session

President Johnson announced the items to be discussed in the Closed Session, as listed on the posted Agenda: a) Conference with Legal Counsel-Existing Litigation (Government Code §54956.9)(d)(1), two cases; b) Conference with Legal Counsel-Anticipated Litigation – Initiation of Litigation (Government Code §54956.9(d)(4)), and c) Conference with Labor Negotiator (Government Code §54957.6) with NUHW.

The members of the Board entered into a closed session at 5:10 pm.

4. Reconvene Open Session/Closed Session Report

The Board of Directors reconvened in open session at 6:14 p.m. Counsel stated that two (3) matters were discussed: a) Conference with Legal Counsel-Existing Litigation (Government Code §54956.9)(d)(1), b) Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9), and c) Conference with Labor Negotiator (Government Code §54957.6).

Under items a) Conference with Legal Counsel-Existing Litigation (Government Code §54956.9)(d)(1), and c) Conference with Labor Negotiator (Government Code §54957.6). regarding NUHW, the Board was provided a report but no reportable action was taken.

Under item b) Conference with Legal Counsel-Anticipated Litigation – Initiation of Litigation (Government Code §54956.9), relating to NUHW's Notice of Intent to Strike, the Board was notified right before the meeting, that the strike was canceled. The Board received a report, but no reportable action was taken.

5. Adjournment:

There being no further regular business or actions, the meeting was adjourned at 6:16 p.m.

The next Regular Meeting of the Board of Directors is scheduled for Thursday, December 18, 2025, at 5:00 p.m.



Hazel Hawkins

MEMORIAL HOSPITAL

**DISTRICT BYLAWS / POLICIES AND PROCEDURES COMMITTEE
NOVEMBER 10, 2025 – 1:00 PM
HORIZON CONFERENCE ROOM-2, 2ND-FLOOR, WOMEN'S CENTER**

IN PERSON ONLY

MINUTES

Mission Statement - The San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians, and the health care consumers of the community.

Vision Statement - San Benito Health Care District is committed to meeting community health care needs with quality care in a safe and compassionate environment.

Committee Members Present

Josie Sanchez, Board Member (Chair)

Devon Pack, Board Member

Mary Casillas, Chief Executive Officer

Laura Garcia, Executive Assistant

Also Present

Heidi Quinn, Legal Counsel

1. Call to Order

The meeting of the Bylaws/Policies and Procedures Committee was called to order at 1:06 p.m. by Director Sanchez.

2. Consider and Approve Minutes of the District Bylaws/Policies and Procedures Committee – October 20, 2025.

Motion: By Director Pack, to approve the minutes of the District Bylaws/Policies and Procedures Committee – October 20, 2025, Seconded by Director Ms. Casillas, and unanimously approved.

3. Review of Policies for Recommendation

- Compensation – Policy was reviewed with no recommended changes.
- Corporate Compliance - Direction was provided to forward the revised policy to the full Board recommending approval to include the recommended edits.
- Development of Board Agenda - Direction was provided to hold the policy for further review.
- Events: Conferences/Seminars – Policy was reviewed with no recommended changes.
- Events: Monthly Calendar – Direction was provided to archive the policy.
- Yearly Calendar Events – Direction was provided to forward the revised policy to the full Board recommending approval to include the recommended edits.

4. Consider and Approve Schedule of Future Meetings (Committee)

The Committee agreed to meet the second Monday of every month at 1:00 p.m., beginning in December until the manual policy has been completely reviewed.

5. Adjournment

There being no further regular business, the meeting was adjourned at 1:24 p.m.



To: San Benito Health Care District Board of Directors
From: Amy Breen-Lema, Vice President, Clinic, Ambulatory & Physician Services
Date: December 4, 2025
Re: All Clinics – November 2025

November 2025 Rural Health and Specialty Clinics' visit volumes

Clinic Location	Total visits current month	Total visits prior month (October 2025)
Orthopedic Specialty	490	585
Multi-Specialty	598	652
Sunset	795	857
Surgery & Primary Care	288	370
San Juan Bautista	320	322
1st Street	513	696
4th Street	981	1,165
Barragan	437	618
Total	4,422	5,265

- In September, we celebrated the retirement of Monika Hassler, PA-C, who has been a dedicated advocate for women's health in our community for many years, with the last decade spent serving patients at the 4th Street and our Multispecialty clinics. Her commitment, compassion, and steady presence have made a lasting impact on our patients and our team. She will be deeply missed by both our staff and the community she cared for so well.
- We continue our active recruitment efforts for primary care providers and additional specialty services to meet the growing needs of our community.



Mabie Southside/Northside Skilled Nursing Facility
Board Report – December 2025

To: San Benito Health Care District Board of Directors

From: JayLee Davison, Interim Director of Nursing, Skilled Nursing Facility

1. Census Statistics: November 2025

Southside	2025	Northside	2025
Total Number of Admissions	9	Total Number of Admissions	3
Number of Transfers from HHH	7	Number of Transfers from HHH	3
Number of Transfers to HHH	2	Number of Transfers to HHH	1
Number of Deaths	2	Number of Deaths	2
Number of Discharges	6	Number of Discharges	1
Total Discharges	8	Total Discharges	3
Total Census Days	1328	Total Census Days	1258

Note: Transfers are included in the number of admissions and discharges. Deaths are included in the number of discharges. Total census excludes bed hold days.

2. Total Admissions: November 2025

Southside	From	Payor	Northside	From	Payor
6	HMMH	Medicare	2	HMMH	MEDICARE
1	Washington Health	Medicare	1	HMMH/Re-Admit	MEDICARE
1	Natividad	Insurance			
1	HMMH ER Visit	CCA			
Total: 9			Total:		

3. Total Discharges by Payor: November 2025

Southside	2025	Northside	2025
Medicare	5	Medicare	0
Medicare MC	0	Medicare MC	0
CCA	1	CCA	1
Medical	0	Medical	0
Medi-Cal MC	0	Medi-Cal MC	0
Hospice	1	Hospice	2
Private (self-pay)	0	Private (self ay)	0
Insurance	1	Insurance	0
Total:	8	Total:	3

4. Total Patient Days by Payor: November 2025

Southside	2025	Northside	2025
Medicare	289	Medicare	32
Medicare MC	0	Medicare MC	0
CCA	913	CCA	1081
Medical	30	Medical	58
Medi-Cal MC	0	Medi-Cal MC	0
Hospice	61	Hospice	80
Private (self-pay)	30	Private (self-pay)	0
Insurance	5	Insurance	0
Bed Hold / LOA	1	Bed Hold / LOA	7
Total:	1329	Total:	1258
Average Daily Census	44.30	Average Daily Census	41.93



TO: San Benito Health Care District Board of Directors
FROM: Liz Sparling, Foundation Director
DATE: December 2025
RE: Foundation Report for November

November & December Foundation Board Meeting:

The Foundation Board of Directors met on November 13, 2025 and had two presentations:

- Mendi Suber-Ventura, RN, HHMH Director of Surgical Services provided a presentation (she was called off-site) for a request for a GE Care-station Anesthesia Delivery System workstation up to \$70,000 to replace one of three machines used in the ASC and OB. Karen Decent, CNO provided details about the importance and necessity of the equipment.
- Dr. Armstrong, DO & Mishel Thomas, Clinic Operations Director, Rural Health Clinics & Specialty Offices presented the need for the Urodynamics Bladder Ultrasound Equipment. This state-of-the-art urogynecology equipment to support the new Women's Health Services program expansion. This revenue-generating piece of equipment will be supporting the services of our new physician Dr. Volpe.

The Foundation Board also met on December 11 for our Annual Meeting/Holiday Lunch.

Finance Committee

a. Financial Report	October	November
1. Income	\$ 112,014.11	\$141,487.03
2. Expenses	\$ 105,831.91	\$14,282.99
3. New Donors	7	11
4. Total Donations	309	260

Allocations:

1. Urodynamics Bladder Ultrasound Equipment up to \$40,000
2. GE Care-station Anesthesia Delivery System workstation up to \$70,000

Directors Report:

- **Our Dinner Dance Fundraiser on 11.8.25 was a huge success! Thank you to our amazing donors—your generosity made the night truly remarkable!**
- \$63,1000 raised in the Live Auction
- \$90,150 raised for the WOWs equipment
- \$117,840 in sponsorships for the event
- \$230,990 raised at the event dedicated to HHMH!

Fundraising Committee:

- As of December 11, there have been 2,497 total donations raising \$1,501,742.

Nominating Committee:

- There are three open positions on Board of Trustees as of 12/31/25.
Terming Out: Ann Marie Barragan. Term ending and not renewing: Shari Hubbell & Charlie Bedolla.
Recommendation for New Board Members: Amy Gill, Ashley Rule & Danielle Nino.

Approved at the December Meeting:

Re-election of members with 12/31/25 1st term end date: Kay Filice and Amy Breen Lema

Board Officers for 2026: Brynn Gho – President, Salina Chacon – Vice President, Irene Recht – Treasurer, Amy Breen Lema – Secretary, Irene Davis – Past President

HAPPY NEW YEAR!

The Foundation thanks you for all of
your support in 2025!

*Because of your generosity, we have been
able to allocate funds for the following:*


























































- ◆ \$100,000 for the Tranquility Rooms at Mabie Northside and Mabie Southside Skilled Nursing Facilities
- ◆ \$80,000 for a new Ultrasound for the Emergency Department
- ◆ \$79,000 for a Hana® Orthopedic Surgical Table for the Surgery Center
- ◆ \$70,000 for a GE Care-station Anesthesia Delivery System
- ◆ \$68,000 for a Portable Breast Ultrasound Machine
- ◆ \$40,000 for Urodynamics Bladder Ultrasound Equipment
- ◆ \$30,000 for New Flooring for the Barragan Family Diabetes Center
- ◆ \$29,000 for Scholarships for Students in the Medical Field
- ◆ \$10,000 for Medical Grade Chairs for the Skilled Nursing Facilities
- ◆ \$3,500 for Furniture & Blankets for the End of Life Services at HHMH
- ◆ \$2,700 for ER Waiting Room Benches

Totaling Over: \$512,200


Hazel Hawkins Hospital
FOUNDATION
Caring for Our Community

MARKETING

• Social Media Posts

Title	Date published	Status	Reach	Likes and reactions	Views
 This week we had the honor of hosting a visit from Congresswoman, Zoe Lofgren...  Photo ·  Hazel Hawkins Hospital	Boost ...	Fri Dec 12, 10:00am	2.9K	31	4.7K
 This week we celebrated the retirement of Monika Hassler, PA, specializing in...  Photo ·  Hazel Hawkins Hospital	Boost ...	Thu Dec 11, 11:18am	6.2K	134	9.3K
 To clear up confusion in the community, Hazel Hawkins Hospital is not affiliate...  Photo ·  Hazel Hawkins Hospital	Boost ...	Mon Dec 8, 1:29pm	2K	28	3K
 Today we are completing repairs to the fire suppression system on the helipad. ...  Photo ·  Hazel Hawkins Hospital	Boost ...	Sat Dec 6, 7:00am	783	5	1.2K
 Ad off When every minute matters, so does every mile. Get quality, compassionate e...  Reel ·  Hazel Hawkins Hospital	Boost ...	Fri Dec 5, 2:48pm	16.7K	16	9.2K
 When every minute matters, so does every mile. Get quality, compassionate e...  Reel ·  Hazel Hawkins Hospital	Boost ...	Fri Dec 5, 1:32pm	1.5K	13	1.8K
 We are in the process of repairing the fire suppression system on the helipad. T...  Photo ·  Hazel Hawkins Hospital	Boost ...	Fri Dec 5, 10:00am	1.3K	6	1.9K
 Response to misstatements posted by Benito Beet Beat this week: This week....  Text ·  Hazel Hawkins Hospital	Boost ...	Thu Dec 4, 11:10am	2.3K	40	3.9K
 Support the Hazel Hawkins Hospital Auxiliary and complete some of your Chris...  Photo ·  Hazel Hawkins Hospital	Boost ...	Wed Dec 3, 12:31pm	1.3K	7	2.1K
 Cough, cold, too much turkey? Our Community Health Center on Sunset Drive i...  Photo ·  Hazel Hawkins Hospital	Boost ...	Fri Nov 28, 7:30am	404	6	667
 Cough, cold, too much turkey? Our Community Health Center on Sunset Drive i...  Photo ·  Hazel Hawkins Hospital	Boost ...	Thu Nov 27, 6:39pm	572	6	990
 Wishing our community a Happy Thanksgiving! We are thankful for our employ...  Photo ·  Hazel Hawkins Hospital	Boost ...	Thu Nov 27, 7:03am	373	15	652
 Holiday hours for Thanksgiving and the weekend are posted below. On Friday, ...  Photo ·  Hazel Hawkins Hospital	Boost ...	Thu Nov 27, 7:00am	733	2	1.2K
 Consider giving the "Gift of Life" by donating blood. Our next Blood Drive takes...  Photo ·  Hazel Hawkins Hospital	Boost ...	Wed Nov 26, 1:10pm	322	4	579
 Our Executive Leadership Team hosted a sweet treat for the employees on Mo...  Multi-media ·  Hazel Hawkins Hospital	Boost ...	Tue Nov 25, 2:00pm	3.9K	59	6.7K
 Today we had the honor of hosting a visit from California State Senator John L...  Photo ·  Hazel Hawkins Hospital	Boost ...	Mon Nov 24, 2:59pm	4.2K	51	7.6K
 Cough, cold, too much turkey?? If you are feeling under the weather on the Fri...  Photo ·  Hazel Hawkins Hospital	Boost ...	Mon Nov 24, 2:08pm	1.5K	19	2.4K
 We love our Perioperative Team! Last week was Perioperative (Surgery) Staff A...  Photo ·  Hazel Hawkins Hospital	Boost ...	Wed Nov 19, 3:23pm	7.9K	186	14.2K
 Today was a busy day for our staff! Our Leadership Team spent the morning vol...  Multi-media ·  Hazel Hawkins Hospital	Boost ...	Wed Nov 19, 3:14pm	4.2K	76	7.6K

EMPLOYEE ENGAGEMENT

Employees:

- Hazel's Headlines
- Working on Holiday events for employees:
 - ⇒ National Brownie Day 12/8
 - ⇒ Ugly Sweater Contest 12/19
 - ⇒ Gingerbread House Decorating Contest 12/19
 - ⇒ Casual for a Cause Blue Jean Day 12/19
 - ⇒ Hot Chocolate and Cookies 12/23
 - ⇒ Basket Raffle 12/15

MEDIA

Media Statement:

- HHMH Response to Inaccurate Commentary on Benito Beet Beat Facebook Post

Press Release:

- HHMH Named to 2025 Maternity Care Honor Roll

COMMUNITY

Public:

Working with Marcus Young from townKRYER PR agency on proactive PR.

- Participating in San Benito Leadership Institute Alumni committee

Project Dashboard - December Board

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	HCAI	Key Stakeholder	Role	Update
Inovalon	Nurse Scheduling Software	12/6/2024	TBD	0	In Progress	Low		Jac Fernandez	Senior Director of Acute Care Services	Staff/Director training ongoing. Product is live to admin's and house supervisors to refine workflow.
HUGS/Securitas	Infant Security	4/12/2024	TBD	0	In Progress	High		Jac Fernandez	Senior Director of Acute Care Services	Med surg cabling work is completed. WC cabling and installation per HCAI requirements are scheduled to start week of 12/22.
BD Installation	New Pyxis Machines	12/4/2024	TBD	0	In Progress	Medium		Naveen Ravela	Pharmacy Director	Pending approval for pharmacy location. ICU and OB are ready for construction to begin.
BD Pharmacy Keeper	IV Compounding Verification	11/14/2024	TBD		In Progress	High		Naveen Ravela	Pharmacy Director	Ongoing technical meetings with BD and Meditech
Lab Remodel	Lab Phase 1: Analyzer Validation		3/1/2026		In Progress	High		Bernadette Enderez	Lab/Radiology Director	Currently on 85% of the validation process. (project will not officially close out until Lab Phase 2 is completed and ready analyzers to move to permanent location)
Lab Remodel	Lab Phase 2: Analyzer Replacement	6/3/2024	2/1/2026	608	Ongoing	High		Bernadette Enderez	Lab/Radiology Director	Construction is underway. Approx 40-50% completed. No current blockers.
OR Remodel	Updating OR per OSHPD Requirements	11/20/2024	12/31/2025	406	In Progress	High		Mendi Suber-Ventura	Director of Surgical Services	Pending internal investigation for smaller/cheaper part replacement to see if sufficient fix.
Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards	TBD	TBD		Ongoing	High		Jorge Ramirez	Senior Director Support Services	Compliance plan on schedule to be submitted before the end of the year deadline. HCAI grant meetings ongoing.
MRI Upgrade	Proposal submitted	TBD	TBD		On Hold	Low		Bernadette Enderez	Lab/Radiology Director	Proposal submitted
*Radiology Masterplan	Assessment of equipment and remodel	11/1/2025	TBD		On Hold	High		Bernadette Enderez	Lab/Radiology Director	Meeting to be scheduled to discuss requirements

Project Dashboard - December Board

•Imaging Trailer Pad Make Ready	Treanor to help when MP starts	TBD	TBD				On Hold	Medium		Bernadette Enderez	Lab/Radiology Director	Site visit with vendor and confirmation of site location for installation with architect.
•Verkada	Security / SSO + Door Access	3/11/2025	TBD				In Progress	High		Jorge Ramirez	Director of Emerg Mgmt & Security	HCAI has approved the project, pending contractor being assigned to issue building permit. (awaiting proposal) Test door has been activated, planning for other equipment to be programmed.
Willdan Energy Solutions	GK12 Program: 9 locations where we can have new water heaters at no cost to the district.	8/29/2025	TBD				In Progress	Medium		Jorge Ramirez	Senior Director Support Services	Planning with internal and the general contractor team for permitting and installation dates. Pending City Of Hollister approvals.
Sterilizer Replacement	Installation of new AMSCO 400 48 SD equipment for Sterile Processing Department	9/16/2025	TBD				In Progress	High		Mendi Suber-Ventura	Senior Director Support Services	50% CD set and project have been submitted to HCAI. Advertisement for bid process can begin.
Focus Sports Therapy	Renovate and expand Focus sports therapy clinic	7/1/2025	TBD				In Progress	Medium		Jorge Ramirez	Senior Director Support Services	Meeting 12/4 to review schematic design - additional 2 weeks needed to make changes.
Physical Therapy Clinic Remodel	Expanding current location to help with ongoing demand	6/1/2025	TBD				On Hold	High		Jun Estrada	Director of Physical Therapy	Continued meetings with facilities, IT, security and internal team for planning and requirements.
Soleran	Replace current engineering ticketing system	1/1/2025	7/1/2025				In Progress	Medium		Jorge Ramirez	Senior Director Support Services	Go Live was 9/29 for corrective work orders. Preventative and Planned Work Orders in progress.

Project Dashboard - December Board

ED Helpad	System is an AFFE system and no longer allowed in CA. Is required to be phased out due to being a hazardous chemical.	1/14/2025	TBD			In Progress	High		Jorge Ramirez	Senior Director Support Services	(E) Emergency HCAI project demolition/skid removal was completed 12/6. Pending final sign off. Project for installation is currently in the design project and scheduled to be submitted to HCAI 12/19.
Nurse Call System	Replace	9/10/2024	TBD			On Hold	High		Jac Fernandez	Senior Director of Acute Care Services	Pricing details collected and presented for review.
Immuware Employee Health Software	Streamline employee health tracking, automate compliance reporting & improve visibility of immunizations, exposures, & health screenings.	6/27/2025	1/6/2026			In Progress	High		Elizabeth Von Urff	Director, Employee Health/WC	Interface mapping phase, focusing on defining and aligning data fields to ensure accurate and consistent information exchange.
Tranquility Rooms	Dedicated therapeutic low sensory rooms at William & Inez Mabie Northside and Southside Skilled Nursing Facilities.	7/24/2025	TBD			In Progress	High		Liz Sparling	Director Foundation	Both rooms progressing on schedule. Ordered items have arrived and installation work underway.
Meditech Expanse MaaS Implementation	Electronic Health Record	9/17/2025	7/1/2026			In Progress	High		Suzie Mays	VP, Information and Strategic Services	Dictionary building in progress
CT Scanner	Replace	TBD	TBD			In Progress	High		Bernadette Enderez	Lab/Radiology Director	Both CT's that we have need repairs.
Galen Healthcare Solutions	Galen will archive eCW data that cannot be migrated to Meditech Expanse.	8/13/2025	TBD			In Progress	Medium		Salomon Mercado	Director Information Technology	Server is ready and access setup is underway.

Totals											
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TASK STATUS %							
STATUS	COUNT	%					
Not Started	0	0%					
In Progress	16	70%					
Overdue	0	0%					
On Hold	5	22%					

	estimated go-live
	planned go live
	possible new/not started

Project Dashboard - December Board

Ongoing	2	9%
Completed	0	0%
TOTAL	23	100%
PROJECT PRIORITY %		
PRIORITY	COUNT	%
High	16	70%
Medium	5	22%
Low	2	9%
TOTAL	23	100%

PENDING ITEMS	
Decisions	
Actions	
Change Requests	2

HUMAN RESOURCES DASHBOARD 2025

DEPARTMENTAL METRICS	September	October	November	YTD
# Employees	712	716	716	709
# New Hires	20	12	8	102
# Terminations	10	13	8	89
Overall Turnover	1.40%	1.82%	1.12%	12.54%
Nursing Turnover	1.48%	2.22%	1.50%	18.56%
Terms By Union	September	October	November	YTD
The California Nurses Association (CNA)	2	3	2	25
National Union of Healthcare Workers (NUHW)	5	5	2	40
California License Vocational Nurses (CLVN)	0	1	0	2
Engineers and Scientists of California (ESC)	0	0	0	1
Non-Union	3	4	4	21
Terms By Reason (V=Voluntary & IV= Involuntary)	September	October	November	YTD
Personal (V)	3	3	0	27
New Opportunity(V)	3	3	4	22
Retirement (V)	0	3	3	10
Schedule (V)	0	0	0	2
Job Abandonment (V)	0	0	0	2
No Reason Given (V)	0	0	0	0
Relocating (V)	1	0	0	7
School (V)	0	0	0	1
No Show (V)	0	0	0	0
RIF(IV)	0	0	0	0
Performance (IV)	3	4	1	18

Chief Nursing Officer Report

December 2025

- EMTALA Survey
- Cal Hospital Compare's 2025 Maternity Care Honor Roll
- BETA HEART

CNO Dashboard November 2025				
Description	November 2025 Actual	November 2025 Budget	YTD Total Actual	YTD Total Budget
ED Visits	2,253	2,340	11,438	11,381
ED Admission %	5%	10%>	5%	10%>
LWBS %	0.2%	<2.0%	0.6%	<2.0%
Door to Provider	6 min	<10 min	6.075 min	<10 min
MS admissions	93	105	497	549
ICU admissions	19	15	115	87
Deliveries	22	27	149	161
OR Inpatient	38	40	181	217
ASC/OP Cases	68	32	365	191
GI	104	91	416	453
Met or Exceeded Target				
Within 10% of Target				
Not Within 10%				

OR Cases By Service Line			
2025	SEPTEMBER	OCTOBER	NOVEMBER
TOTAL SURGERIES **	189	201	210
GENERAL SURGERY	40	28	37
ORTHOPEDIC TOTAL	34	43	41
<i>PODLATRY</i>	0	0	0
<i>TOTAL JOINTS</i>	3	6	3
UROLOGY	2	5	4
OB/GYN TOTAL	18	18	16
<i>C/SECTIONS</i>	6	6	6
ENT TOTAL	2	3	1
GI TOTAL	93	104	109
GI ASC	82	99	104
GI INO	2	1	1
GI INPT	9	4	4
GI CANCELS*	1	0	0
*Cancels not included in GI Total			
**These totals include GI			

OR Cases By Service Line			
2024	SEPTEMBER	OCTOBER	NOVEMBER
TOTAL SURGERIES **	164	228	180
GENERAL SURGERY	38	40	33
ORTHOPEDIC TOTAL	25	28	25
<i>PODLATRY</i>	0	1	1
<i>TOTAL JOINTS</i>	2	0	0
UROLOGY	5	6	3
OB/GYN TOTAL	8	24	21
<i>C/SECTIONS</i>	2	8	8
ENT TOTAL	1	1	1
GI TOTAL	87	129	96
GI ASC	82	124	95
GI INO	1	0	0
GI INPT	4	5	1
GI CANCELS*	3	3	1
*Cancels not included in GI Total			
**These totals include GI			



Hazel Hawkins
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE FACILITIES AND FINANCE COMMITTEE
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
MONDAY, DECEMBER 15, 2025 - 4:30 P.M.
SUPPORT SERVICES BUILDING, 2ND FLOOR – GREAT ROOM**

San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians and the community.

1. Call to Order
2. Update on Current Projects
 - Project Dashboard – November 2025
3. Review Financial Updates
 - Financial Statements – November 2025
 - Finance Dashboard – November 2025
 - Supplemental Payments – November 2025
4. Consider Recommendation for Board Approval of Professional Services Agreement with Mostafa Sadek, M.D.
 - Report
 - Committee Questions
 - Motion/Second
5. Public Comment

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on matters within the jurisdiction of this District Board **Committee**, which are not on this agenda.
6. Adjournment

The next Facilities and Finance Committee meeting is scheduled for **Monday, January 19, 2025** at **4:30 p.m.**

The complete Facilities and Finance Committee packet, including subsequently distributed materials and presentations, is available at the Facilities and Finance Committee meeting and in the Administrative Offices of the District. All items appearing on the agenda are subject to action by the Facilities and Finance Committee. Staff and Committee recommendations are subject to change by the Facilities and Finance Committee.

Notes: Requests for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in a meeting should be made to District Administration during regular business hours at 831-636-2673. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

DEC Project Dashboard - Facilities

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	Key Stakeholder	Role	Update
BD Installation	New Pyxis Machines	12/4/2024	TBD		In Progress	Medium	Naveen Ravela	Pharmacy Director	Pending approval for pharmacy location proposal from architect. ICU and OB are ready for construction to begin.
Lab Phase 1	Upgrading Analyzers (Validation Only)	6/1/2024	12/31/2025	578	In Progress	High	Bernadette Enderez	Lab/Radiology Director	Lab Phase 1 will be closed and rolled into Lab Phase 2 via ACD 0004 for project closeout
Lab Phase 2	Analyzer Replacement	6/3/2024	3/1/2026	636	In Progress	High	Bernadette Enderez	Lab/Radiology Director	Schedule extended until March. Still pending electrical panel MOP. abate for phase 2b.
OR Rebuild	Updating OR per OSHPD Requirements	11/20/2024	12/31/2025	406	In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	Pending internal investigation for smaller/cheaper part replacement to see if sufficient fix. Also need CDPH guidance.
Sterilizer Replacement	Installation of new AMSCO 400 48 SD equipment for Sterile Processing Department	9/16/2025	TBD		In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	Initial 50% Construction Documents submitted to HCAI (project # S252045-35-00) pending advertisement for bid posting

DEC Project Dashboard - Facilities

Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards	TBD	TBD				Ongoing	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Compliance plan to be submitted before 01/01/26. Working with HCAI from grant submission and funding.
*Imaging Trailer Pad Make Ready	Treanor to help when MP starts	10/1/2025	TBD				In Progress	Medium	Bernadette Enderez	Lab/Radiology Director	Pending decision
*Verkada	Security / SSO + Door Access	3/11/2025	TBD				In Progress	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	HCAI has approved the project, pending contractor being assigned to issue building permit. (awaiting proposal) Test door has been activated, planning for other equipment to be programmed.
HUGS/Securitas	Infant Security	4/12/2024	TBD				In Progress	High	Jac Fernandez	Senior Director of Acute Care Services	WC cabling quote has been approved. Construction expected to start 12/15/25.
ED Helipad	System is an AFFF system and no longer allowed in CA. Is required to be phased out due to being a hazardous chemical.	1/14/2025	4/1/2026				In Progress	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	(E) Emergency HCAI project demolition has been completed. Pending closure. Installation project/package has been submitted. HCAI project # S252170-35-00
Focus Sports Therapy	Renovate and expand Focus sports therapy clinic	7/1/2025	TBD				In Progress	Medium	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Working with architects on schematic design.
Totals											

DEC Project Dashboard - Facilities

TASK STATUS %						
STATUS	COUNT	%				
Not Started	0	0%				
In Progress	10	91%				
Overdue	0	0%				
On Hold	0	0%				
Ongoing	1	9%				
Completed	0	0%				
TOTAL	11	100%				
PROJECT PRIORITY %						
PRIORITY	COUNT	%				
High	8	73%				
Medium	3	27%				
Low	0	0%				
TOTAL	11	100%				

estimated go-live
planned go live



San Benito Health Care District

San Benito Health Care District

A Public Agency
911 Sunset Drive
Hollister, CA 95023-5695
(831) 637-5711

December 15, 2025

CFO Financial Summary for the District Board:

For the month ending November 30, 2025, the District's Net Surplus **(Loss)** is \$1,162,543 compared to a budgeted Surplus **(Loss)** of \$473,313. The District exceeded the budget for the month by \$689,230.

YTD as of November 30, 2025, the District's Net Surplus **(Loss)** is \$4,995,137 compared to a budgeted Surplus **(Loss)** of \$5,448,446. The District is under budget YTD by \$453,309.

Acute discharges were 122 for the month, under budget by 26 discharges, 18%. The ADC was 12.63 compared to a budget of 13.91. The ALOS was 3.11. The acute I/P gross revenue exceeded the budget by **\$150,512** or 2% while O/P services gross revenue exceeded the budget by **\$1.925 million** or 7%. ER I/P visits were 110 and ER O/P visits were under budget by 71 visits or 3%. The RHCs & Specialty Clinics treated 3,334 (includes 437 visits at the Diabetes Clinic) and 1,088 visits respectively.

Other Operating revenue exceeded budget by **\$1,059,612** due mainly to:

- 1) \$235,200 from CCAH for a Hospital Quality Incentive.
- 2) Additional accruals for various supplemental payments.

Operating Expenses exceeded budget by **\$136,105** due mainly to: overages in Employee Benefits of \$262,324 from health insurance costs, Registry of \$121,306 partially offset by Salaries & Wages Expense reductions of \$145,831.

Non-operating Revenue was exceeded the budget by **\$51,810** due to the timing of donations from the Foundation.

The SNFs ADC was **85.97** for the month. The Net Surplus **(Loss)** is \$129,634 compared to a budget of \$85,938. YTD, the Net Surplus **(Loss)** is \$674,388 exceeding the budget by \$163,583.

HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED
HOLLISTER, CA 95023
FOR PERIOD 11/30/25

	CURRENT MONTH				YEAR-TO-DATE					
	ACTUAL 11/30/25	BUDGET 11/30/25	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/24	ACTUAL 11/30/25	BUDGET 11/30/25	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/24
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	73,234	20,000	53,234	266	0	219,900	100,000	119,900	120	74,889
PROPERTY TAX REVENUE	248,434	248,434	0	0	241,122	1,242,170	1,242,170	0	0	1,205,610
GO BOND PROP TAXES	181,114	181,114	0	0	175,915	905,568	905,570	(2)	0	879,574
GO BOND INT REVENUE\EXPENSE	(61,114)	(61,114)	0	0	(65,081)	(305,568)	(305,570)	2	0	(325,407)
OTHER NON-OPER REVENUE	14,866	16,399	(1,533)	(9)	16,818	78,065	81,995	(3,930)	(5)	79,843
OTHER NON-OPER EXPENSE	(22,804)	(22,742)	(62)		(27,767)	(113,484)	(113,710)	226	0	(139,010)
INVESTMENT INCOME	1,796	1,625	171	11	964	11,222	8,125	3,097	38	9,743
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	435,526	383,716	51,810	14	341,970	2,037,873	1,918,580	119,293	6	1,785,242
NET SURPLUS (LOSS)	1,162,543	473,313	689,230	146	1,407,099	4,995,137	5,448,446	(453,309)	(8)	7,849,435
EBIDA	\$ 1,412,223	\$ 691,258	\$ 720,965	104.29%	\$ 1,643,100	\$ 6,182,283	\$ 6,538,171	\$ (355,888)	(5.44)%	\$ 9,030,666
EBIDA MARGIN	9.70%	5.05%	4.65%	92.03%	11.94%	8.58%	8.98%	(0.40)%	(4.47)%	13.11%
OPERATING MARGIN	4.99%	0.65%	4.34%	662.64%	7.74%	4.10%	4.85%	(0.74)%	(15.36)%	8.80%
NET SURPLUS (LOSS) MARGIN	7.98%	3.46%	4.52%	130.86%	10.22%	6.93%	7.48%	(0.55)%	(7.37)%	11.39%

				CURRENT MONTH			YEAR-TO-DATE						
				POS/NEG	PERCENT	PRIOR YR	POS/NEG	PERCENT	PRIOR YR				
				VARIANCE	VARIANCE	11/30/24	VARIANCE	VARIANCE	11/30/24				
				BUDGET		11/30/25	BUDGET		11/30/25				
				11/30/25		11/30/25	11/30/25		11/30/25				
GROSS PATIENT REVENUE:													
ROUTINE REVENUE				3,281,714	3,099,601	182,113	6	3,147,664	17,787,633	17,107,468	680,165	4	17,852,674
ANCILLARY INPATIENT REVENUE				3,563,892	3,740,082	(176,190)	(5)	3,817,613	17,656,752	20,092,982	(2,436,230)	(12)	20,359,144
HOSPITALIST I\p REVENUE				144,589	0	144,589		0	887,193	0	887,193		0
TOTAL GROSS INPATIENT REVENUE				6,990,195	6,839,683	150,512	2	6,965,276	36,331,578	37,200,450	(868,872)	(2)	38,211,818
ANCILLARY OUTPATIENT REVENUE				30,497,801	28,678,449	1,819,352	6	28,090,906	153,855,970	153,612,238	243,732	0	144,740,633
HOSPITALIST O\p REVENUE				106,163	0	106,163		0	562,814	0	562,814		0
TOTAL GROSS OUTPATIENT REVENUE				30,603,964	28,678,449	1,925,515	7	28,090,906	154,418,785	153,612,238	806,547	1	144,740,633
TOTAL GROSS ACUTE PATIENT REVENUE				37,594,159	35,518,132	2,076,027	6	35,056,183	190,750,362	190,812,688	(62,326)	0	182,952,450
DEDUCTIONS FROM REVENUE ACUTE:													
MEDICARE CONTRACTUAL ALLOWANCES				10,420,106	9,922,668	497,438	5	8,865,868	56,122,609	53,307,167	2,815,442	5	50,815,147
MEDI-CAL CONTRACTUAL ALLOWANCES				10,766,756	9,560,965	1,205,791	13	10,086,795	53,742,752	51,364,002	2,378,750	5	49,516,332
BAD DEBT EXPENSE				988,259	960,363	27,896	3	862,401	3,510,752	5,066,254	(1,555,503)	(31)	3,853,022
CHARITY CARE				73,304	29,217	44,087	151	11,818	254,079	156,962	97,117	62	156,388
OTHER CONTRACTUALS AND ADJUSTMENTS				5,120,618	4,483,149	637,469	14	4,513,586	25,230,228	24,084,650	1,145,578	5	23,055,063
HOSPITALIST\PEDS CONTRACTUAL ALLOW				(6,872)	0	(6,872)		0	124,569	0	124,569		0
TOTAL ACUTE DEDUCTIONS FROM REVENUE				27,362,171	24,956,362	2,405,809	10	24,340,468	138,984,989	133,979,035	5,005,954	4	127,395,952
NET ACUTE PATIENT REVENUE				10,231,988	10,561,770	(329,782)	(3)	10,715,715	51,765,373	56,833,653	(5,068,280)	(9)	55,556,499
OTHER OPERATING REVENUE				2,195,385	1,135,773	1,059,612	93	1,115,005	9,889,159	5,829,237	4,059,922	70	3,655,409
NET ACUTE OPERATING REVENUE				12,427,373	11,697,543	729,830	6	11,830,719	61,654,533	62,662,890	(1,008,358)	(2)	59,211,908
OPERATING EXPENSES:													
SALARIES & WAGES				4,191,832	4,337,662	(145,831)	(3)	4,031,937	21,493,171	22,107,668	(614,497)	(3)	19,805,335
REGISTRY				597,466	476,160	121,306	26	499,093	2,879,034	2,380,800	498,234	21	2,314,573
EMPLOYEE BENEFITS				2,120,947	1,858,623	262,324	14	1,687,089	9,318,209	9,686,372	(368,163)	(4)	8,466,090
PROFESSIONAL FEES				1,745,494	1,842,094	103,400	6	1,429,179	8,856,254	8,211,040	645,214	8	7,656,366
SUPPLIES				1,068,511	1,179,231	(110,720)	(9)	989,177	5,806,626	5,955,677	(149,051)	(3)	4,815,198
PURCHASED SERVICES				1,146,024	1,238,588	(92,565)	(8)	1,222,657	6,183,817	6,266,546	(82,729)	(1)	6,109,447
RENTAL				143,333	161,839	(18,506)	(11)	135,123	773,643	806,975	(33,332)	(4)	757,352
DEPRECIATION & AMORT				306,931	276,162	30,769	11	281,523	1,474,509	1,380,810	93,699	7	1,402,146
INTEREST				4,338	19,645	(15,307)	(78)	259,074	90,846	98,787	(7,941)	(8)	282,102
OTHER				472,922	471,688	1,234	0	382,940	2,334,588	2,588,194	(253,607)	(10)	1,956,069
TOTAL EXPENSES				11,797,797	11,661,692	136,105	1	10,917,792	59,210,697	59,482,869	(272,172)	(1)	53,564,678
NET OPERATING INCOME (LOSS)													
				629,576	35,851	593,725	1,656	912,928	2,443,836	3,180,021	(736,185)	(23)	5,647,230

User: SDILAURA

HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY
HOLLISTER, CA 95023
FOR PERIOD 11/30/25

	CURRENT MONTH				PRIOR YR				YEAR-TO-DATE				PRIOR YR			
	ACTUAL 11/30/25	BUDGET 11/30/25	POS/NEG VARIANCE	PERCENT VARIANCE	ACTUAL 11/30/24	BUDGET 11/30/24	POS/NEG VARIANCE	PERCENT VARIANCE	ACTUAL 11/30/25	BUDGET 11/30/25	POS/NEG VARIANCE	PERCENT VARIANCE	ACTUAL 11/30/24	BUDGET 11/30/24	POS/NEG VARIANCE	PERCENT VARIANCE
NON-OPERATING REVENUE\EXPENSE:																
DONATIONS	73,234	20,000	53,234	266	0	0	0	0	219,900	100,000	119,900	120	74,889	74,889	0	0
PROPERTY TAX REVENUE	211,194	211,194	0	0	204,954	204,954	0	0	1,055,970	1,055,970	0	0	1,024,770	1,024,770	0	0
GO BOND PROP TAXES	181,114	181,114	0	0	175,915	175,915	0	0	905,568	905,570	(2)	0	879,574	879,574	0	0
GO BOND INT REVENUE\EXPENSE	(61,114)	(61,114)	0	0	(65,081)	(65,081)	0	0	(305,568)	(305,570)	2	0	(325,407)	(325,407)	0	0
OTHER NON-OPER REVENUE	14,866	16,399	(1,533)	(9)	16,818	16,818	0	0	78,065	81,995	(3,930)	(5)	79,843	79,843	0	0
OTHER NON-OPER EXPENSE	(17,756)	(17,694)	(62)	0	(21,578)	(21,578)	0	0	(88,244)	(88,470)	226	0	(108,069)	(108,069)	0	0
INVESTMENT INCOME	1,796	1,625	171	11	964	964	0	0	11,222	8,125	3,097	38	9,743	9,743	0	0
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	403,334	351,524	51,810	15	311,990	311,990	0	0	1,876,913	1,757,620	119,293	7	1,635,343	1,635,343	0	0
NET SURPLUS (LOSS)	1,032,909	387,375	645,534	167	1,224,918	1,224,918	0	0	4,320,749	4,937,641	(616,892)	(13)	7,282,573	7,282,573	0	0

HAZEL HAWKINS SKILLED NURSING FACILITIES
HOLLISTER, CA
FOR PERIOD 11/30/25

	CURRENT MONTH				YEAR-TO-DATE			
	ACTUAL 11/30/25	BUDGET 11/30/25	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/24	ACTUAL 11/30/25	BUDGET 11/30/25	POS/NEG VARIANCE
GROSS SNF PATIENT REVENUE:								
ROUTINE SNF REVENUE	2,046,787	2,025,000	21,787	1	1,926,150	10,631,345	10,327,500	303,845
ANCILLARY SNF REVENUE	378,681	368,831	9,850	3	424,397	1,987,534	1,881,038	106,496
TOTAL GROSS SNF PATIENT REVENUE	2,425,468	2,393,831	31,637	1	2,350,547	12,618,879	12,208,538	410,341
DEDUCTIONS FROM REVENUE SNF:								
MEDICARE CONTRACTUAL ALLOWANCES	270,149	264,592	5,557	2	297,279	1,433,190	1,350,618	82,572
MEDI-CAL CONTRACTUAL ALLOWANCES	(49,872)	97,502	(147,374)	(151)	79,322	594,127	497,260	96,867
BAD DEBT EXPENSE	37,765	5,000	32,765	655	(993)	50,787	25,000	25,787
CHARITY CARE	0	0	0	0	0	3,024	0	3,024
OTHER CONTRACTUALS AND ADJUSTMENTS	29,844	33,932	(4,088)	(12)	42,782	106,681	173,055	(66,374)
TOTAL SNF DEDUCTIONS FROM REVENUE	287,886	401,026	(113,141)	(28)	418,389	2,187,809	2,045,933	141,876
NET SNF PATIENT REVENUE	2,137,583	1,992,805	144,778	7	1,932,158	10,431,070	10,162,605	268,465
OTHER OPERATING REVENUE	0	0	0	0	0	0	0	0
NET SNF OPERATING REVENUE	2,137,583	1,992,805	144,778	7	1,932,158	10,431,070	10,162,605	268,465
OPERATING EXPENSES:								
SALARIES & WAGES	1,036,812	1,077,006	(40,194)	(4)	1,000,726	5,239,883	5,470,229	(230,346)
REGISTRY	69,581	49,224	20,357	41	45,002	325,610	246,122	79,488
EMPLOYEE BENEFITS	616,434	493,706	122,728	25	481,730	2,653,463	2,516,536	136,927
PROFESSIONAL FEES	2,210	2,500	(290)	(12)	2,210	11,050	12,500	(1,450)
SUPPLIES	104,633	95,739	8,894	9	81,727	572,579	486,586	85,993
PURCHASED SERVICES	100,421	100,906	(485)	(1)	64,603	496,270	514,227	(17,957)
RENTAL	11,706	7,916	3,790	48	3,064	91,639	41,800	49,839
DEPRECIATION	39,944	39,041	903	2	37,545	199,154	195,205	3,949
INTEREST	0	0	0	0	0	0	0	0
OTHER	58,399	73,021	(14,622)	(20)	63,351	327,995	329,555	(1,560)
TOTAL EXPENSES	2,040,141	1,939,059	101,082	5	1,779,957	9,917,642	9,812,760	104,882
NET OPERATING INCOME (LOSS)	97,442	53,746	43,696	81	152,201	513,428	349,845	163,583
NON-OPERATING REVENUE/EXPENSE:								
DONATIONS	0	0	0	0	0	0	0	0
PROPERTY TAX REVENUE	37,240	37,240	0	0	36,168	186,200	186,200	0
OTHER NON-OPER EXPENSE	(5,048)	(5,048)	0	0	(6,188)	(25,240)	(25,240)	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	32,192	32,192	0	0	29,980	160,960	160,960	0
NET SURPLUS (LOSS)	129,634	85,938	43,696	51	182,181	674,388	510,805	163,583

HAZEL HAWKINS MEMORIAL HOSPITAL
HOLLISTER, CA
For the month ended 11/30/25

	CURR MONTH 11/30/25	PRIOR MONTH 10/31/25	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
CURRENT ASSETS					
CASH & CASH EQUIVALENT	40,372,718	43,724,439	(3,351,720)	(8)	46,670,217
PATIENT ACCOUNTS RECEIVABLE	66,292,346	63,284,211	3,008,135	5	66,556,290
BAD DEBT ALLOWANCE	(6,054,999)	(5,764,801)	(290,198)	5	(7,062,672)
CONTRACTUAL RESERVES	(39,268,554)	(38,100,660)	(1,167,894)	3	(40,404,377)
OTHER RECEIVABLES	12,269,905	8,541,189	3,728,717	44	4,952,401
INVENTORIES	5,011,606	5,014,637	(3,031)	0	4,981,471
PREPAID EXPENSES	2,614,086	2,579,749	34,337	1	2,599,584
DUE TO\FROM THIRD PARTIES	(181,860)	(181,860)	0	0	(181,860)
TOTAL CURRENT ASSETS	81,055,250	79,096,904	1,958,347	3	78,111,054
ASSETS WHOSE USE IS LIMITED					
BOARD DESIGNATED FUNDS	6,599,270	6,610,076	(10,806)	0	5,666,884
TOTAL LIMITED USE ASSETS	6,599,270	6,610,076	(10,806)	0	5,666,884
PROPERTY, PLANT, AND EQUIPMENT					
LAND & LAND IMPROVEMENTS	3,370,474	3,370,474	0	0	3,370,474
BLDGS & BLDG IMPROVEMENTS	100,098,374	100,098,374	0	0	100,098,374
EQUIPMENT	47,713,426	47,478,522	234,904	1	46,216,122
CONSTRUCTION IN PROGRESS	5,757,515	5,174,428	583,087	11	4,324,809
GROSS PROPERTY, PLANT, AND EQUIPMENT	156,939,789	156,121,798	817,991	1	154,009,779
ACCUMULATED DEPRECIATION	(100,141,391)	(99,779,604)	(361,787)	0	(98,393,920)
NET PROPERTY, PLANT, AND EQUIPMENT	56,798,397	56,342,193	456,204	1	55,615,859
OTHER ASSETS					
UNAMORTIZED LOAN COSTS	298,507	304,248	(5,742)	(2)	327,215
PENSION DEFERRED OUTFLOWS NET	5,277,892	5,277,892	0	0	5,277,892
TOTAL OTHER ASSETS	5,576,399	5,582,140	(5,742)	0	5,605,107
TOTAL UNRESTRICTED ASSETS	150,029,316	147,631,313	2,398,003	2	144,998,904
RESTRICTED ASSETS	128,295	128,244	51	0	127,208
TOTAL ASSETS	150,157,611	147,759,557	2,398,054	2	145,126,112

HAZEL HAWKINS MEMORIAL HOSPITAL
HOLLISTER, CA
For the month ended 11/30/25

	CURR MONTH 11/30/25	PRIOR MONTH 10/31/25	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	7,398,653	6,720,355	(678,299)	10	6,221,841
ACCRUED PAYROLL	3,524,903	3,040,141	(484,762)	16	3,467,229
ACCRUED PAYROLL TAXES	183,910	189,868	5,957	(3)	257,552
ACCRUED BENEFITS	4,412,409	4,444,906	32,497	(1)	5,074,320
OTHER ACCRUED EXPENSES	43,406	80,470	37,064	(46)	80,907
PATIENT REFUNDS PAYABLE	1,310	1,310	0	0	1,310
DUE TO\FROM THIRD PARTIES	4,339,021	4,338,689	(332)	0	5,056,186
OTHER CURRENT LIABILITIES	1,295,272	1,112,204	(183,068)	17	777,080
TOTAL CURRENT LIABILITIES	21,198,884	19,927,942	(1,270,942)	6	20,936,425
	=====	=====	=====	=====	=====
LONG-TERM DEBT					
LEASES PAYABLE	4,764,576	4,771,539	6,963	0	4,799,273
BONDS PAYABLE	28,392,281	28,420,801	28,520	0	28,534,881
TOTAL LONG TERM DEBT	33,156,857	33,192,339	35,483	0	33,334,154
	=====	=====	=====	=====	=====
OTHER LONG-TERM LIABILITIES					
DEFERRED REVENUE	0	0	0	0	0
LONG-TERM PENSION LIABILITY	25,888,121	25,888,121	0	0	25,888,121
TOTAL OTHER LONG-TERM LIABILITIES	25,888,121	25,888,121	0	0	25,888,121
	=====	=====	=====	=====	=====
TOTAL LIABILITIES	80,243,861	79,008,402	(1,235,460)	2	80,158,700
NET ASSETS:					
UNRESTRICTED FUND BALANCE	64,915,019	64,915,019	0	0	64,817,839
RESTRICTED FUND BALANCE	100,773	100,722	(51)	0	149,573
NET REVENUE/(EXPENSES)	4,897,957	3,735,414	(1,162,543)	31	0
TOTAL NET ASSETS	69,913,749	68,751,155	(1,162,594)	2	64,967,412
	=====	=====	=====	=====	=====
TOTAL LIABILITIES AND NET ASSETS	150,157,611	147,759,557	(2,398,054)	2	145,126,112
	=====	=====	=====	=====	=====



San Benito Health Care District
Hazel Hawkins Memorial Hospital
NOVEMBER 2025

Description	MTD Budget	MTD Actual	YTD Actual	YTD Budget	FYE Budget
Average Daily Census - Acute	13.91	12.63	13.86	14.76	15.00
Average Daily Census - SNF	90.00	85.97	87.74	90.00	90.00
Acute Length of Stay	2.81	3.11	2.77	2.80	2.80
<u>ER Visits:</u>					
Inpatient	125	110	611	667	1,638
Outpatient	2,214	2,143	10,827	10,714	27,053
Total	2,339	2,253	11,438	11,381	28,691
Days in Accounts Receivable	50.0	50.7	50.7	50.0	50.0
Productive Full-Time Equivalents	575.17	542.25	541.28	575.17	575.17
Net Patient Revenue	12,554,575	12,369,571	62,196,443	66,996,258	157,730,532
Payment-to-Charge Ratio	33.1%	30.9%	30.6%	33.0%	32.4%
Medicare Traditional Payor Mix	28.57%	30.73%	29.25%	29.53%	28.71%
Commercial Payor Mix	23.68%	22.09%	22.96%	22.51%	23.36%
Bad Debt % of Gross Revenue	2.50%	2.57%	1.75%	2.50%	2.53%
EBIDA	691,258	1,412,223	6,182,283	6,538,171	13,769,729
EBIDA %	5.05%	9.70%	8.58%	8.98%	7.98%
Operating Margin	0.65%	4.99%	4.10%	4.85%	3.79%
Salaries, Wages, Registry & Benefits %:					
by Net Operating Revenue	60.57%	59.27%	58.14%	58.23%	59.06%
by Total Operating Expense	60.97%	62.39%	60.63%	61.20%	61.39%
<u>Bond Covenants:</u>					
Debt Service Ratio - 1.25	4.43	9.05	7.93	10.48	7.36
Current Ratio - 1.50	2.00	3.82	3.82	2.00	2.00
Days Cash on hand - 30.00	87.82	91.42	91.42	87.82	110.00
Met or Exceeded Target					
Within 10% of Target					
Not Within 10%					

Statement of Cash Flows
Hazel Hawkins Memorial Hospital
Hollister, CA
Fifth month ending November 30, 2025

	CASH FLOW		COMMENTS
	Current Month 11/30/2025	Current Year-To-Date 11/30/2025	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	\$1,162,543	\$4,995,137	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	361,787	1,747,471	
(Increase)/Decrease in Net Patient Accounts Receivable	(1,550,043)	(1,879,552)	
(Increase)/Decrease in Other Receivables	(3,728,717)	(7,317,505)	
(Increase)/Decrease in Inventories	3,031	(30,136)	
(Increase)/Decrease in Pre-Paid Expenses	(34,337)	(14,503)	
(Increase)/Decrease in Due From Third Parties	0	0	
Increase/(Decrease) in Accounts Payable	678,299	1,176,812	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	446,306	(677,874)	
Increase/(Decrease) in Accrued Expenses	(37,064)	(37,500)	
Increase/(Decrease) in Patient Refunds Payable	0	0	
Increase/(Decrease) in Third Party Advances/Liabilities	332	(717,171)	
Increase/(Decrease) in Other Current Liabilities	183,068	518,191	Semi-Annual Int. - 2005 GO & 2021 Revenue Bonds
Net Cash Provided by Operating Activities:	(3,677,338)	(7,231,767)	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of Property, Plant and Equipment	(817,991)	(2,930,010)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Limited Use Assets	10,806	(932,386)	Bond Principal & Int Payment - 2014 (2005) & 2021 Bonds
(Increase)/Decrease in Other Assets	5,742	28,710	Amortization
Net Cash Used by Investing Activities	(801,443)	(3,833,686)	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Increase/(Decrease) in Capital Lease Debt	(6,963)	(34,697)	
Increase/(Decrease) in Bond Mortgage Debt	(28,520)	(142,600)	2014 GO Principal & Refinancing of 2013 Bonds with 2021 Bonds
Increase/(Decrease) in Other Long Term Liabilities	0	0	
Net Cash Used for Financing Activities	(35,483)	(177,297)	
(INCREASE)/DECREASE IN RESTRICTED ASSETS	0	(49,886)	
Net Increase/(Decrease) in Cash	(3,351,721)	(6,297,499)	
Cash, Beginning of Period	43,724,439	46,670,217	
Cash, End of Period	\$40,372,718	\$40,372,718	\$0

Cost per day to run the District
Operational Days Cash on Hand

Budgeted Cash on Hand
Variance

\$441,620
91.42

\$38,889,950
\$1,482,768

Hazel Hawkins Memorial Hospital
Supplemental Payment Programs
YTD as of November 30, 2025
FYE June 30, 2026

	Payor	Actual FY 2026	Actual FY 2025	Notes:
Intergovernmental Transfer Programs:				
- AB 113 Non-Designated Public Hospital (NDPH)				Requires District to fund program and wait for matching return.
- SFY 2023/2024 Final Payment SFY 2024/2025	DHCS	202,500	39,795	IGT due April 2026. Expect payment by June 2025.
- SFY 2024/2025 Interim SFY 2025/2026	DHCS	202,500	305,302	IGT due April 2026. Expect payment by June 2025.
- SB 239 Hospital Quality Assurance Fund (HQAF) CY 2025	CCAH	2,160,000	2,407,056	Paid IGT of \$1,067,193 in April. Rec. in May.
- Rate Range Jan. 1, 2023 through Dec. 31, 2023	Anthem	-	1,339,141	Received in February 2025.
- Rate Range Jan. 1, 2024 through Dec. 31, 2024	CCAH	2,902,041	-	
- QJP PY 6 Settlement CY 2023	DHCS	-	4,311,260	Sent IGT of \$2,342,379 in March. Rec. in May.
- QJP PY 7 Settlement "Interim" Payment for CY 2024	CCAH	2,249,573	-	Funded IGT on Aug. 22nd, \$900,434.15. Rec'd in Oct. 2025.
- QJP PY 7 Settlement "Final" Payment for CY 2024	CCAH	2,249,573	-	Funded IGT due Feb/Mar 2026, Rec. funding Apr/May 2026.
- District Hospital Directed Payments (DHDP) CY 2024	DHCS	643,091	710,853	Funded IGT on Aug. 22nd, \$379,041.08. Expect payment in Oct/Nov '25.
- QJP PY 5 Loan Repayment	District	-	(3,090,086)	Paid on December 9, 2024.
IGT sub-total		10,609,278	6,023,320	
Non-Intergovernmental Transfer Programs:				
- AB 915 SY 2024-25	DHCS	-	1,802,585	Direct Payments. Received on March 17, 2025. Based on FFS. County now under CCAH.
- SB 239 Hospital Quality Assurance Fund (HQAF)	DHCS	-	1,069,577	Rec. Sep. 4, 2024.
- SB 239 Hospital Quality Assurance Fund (HQAF) VIII	DHCS	-	1,081,621	Expected to Rec. 4th qtr payment by June 30, 2025.
- SB 239 Hospital Quality Assurance Fund (HQAF) VIII	DHCS	-	3,244,863	Rec'd 1st, 2nd, & 3rd Qtr payments YTD.
- SB 239 Hospital Quality Assurance Fund (HQAF) IX	DHCS	3,570,006	-	Qtrly Pmts expected March, May, July, & October 2026.
- District Part, Nursing Facility (DP/NF)	-	-	-	Based on actual cost difference.
- Medi-Cal Disproportionate Share (DSH)	DHCS	540,308	1,260,151	H.R. 1 reduction of 60% effective 10/01/2025.
Non-IGT sub-total		4,110,314	8,458,797	
Program Grand Totals		14,719,592	14,482,117	
Total Received		3,432,972	17,572,203	
Total Pending		11,286,620	-	
Total Paid		-	(3,090,086)	
Net Supplemental Payments		14,719,592	14,482,117	

RESOLUTION NO. 2025 -07

**A RESOLUTION FIXING THE TIMES AND DATES OF THE REGULAR
MEETINGS OF THE SAN BENITO HEALTH CARE DISTRICT
BOARD OF DIRECTORS, FROM FEBRUARY 26, 2026 THROUGH
JANUARY 28, 2027**

WHEREAS, the practice of meeting once a month at **five o'clock p.m.** is valuable and required according to SBHCD Bylaws Article VIII A.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN BENITO HEALTH CARE DISTRICT that the times for holding regular meetings of the Board of Directors for the San Benito Health Care District beginning Thursday, February 26, 2026, be and the same are hereby fixed at five o'clock p.m., on each of the following days, to wit:

*The Board of Directors for the San Benito Health Care District
Has fixed 5:00 p.m. on each of the following days:*

**2026
THURSDAY**

**2027
THURSDAY**

February 26

January 28

March 26

April 23

May 28

June 25

July 23

August 27

September 24

October 22

November 19

December 17

BE IT FURTHER RESOLVED that nothing in this resolution shall be construed as preventing the calling of a special meeting of the Board of Directors of the San Benito Health Care District at any time as provided by the Ralph M. Brown Act and the laws of the State of California.

BE IT FINALLY RESOLVED that the special rule be, and hereby is adopted, to the effect that when there is a complex question or matter embracing more than one question before the Board for consideration, any board member, as a right, may demand the division of such questions.

PASSED BY THE BOARD OF DIRECTORS this 18th day of December 2025, by the following vote:

	Johnson	Pack	Sanchez	Angelo	Gabriel
Ayes					
Noes					
Abstain					
Absent					

Board President
Board of Directors
San Benito Health Care District

Board of Directors Contract Review Worksheet

Professional Services Agreement for General Surgery Services with Mostafa Sadek, M.D.



Executive Summary:

Dr. Mostafa Sadek, MD, is a board-eligible general surgeon who began providing services with the District in September 2025 as a locum tenens physician to support general surgery coverage needs. He will be providing clinic-based general surgery services and emergency call coverage. Administration is requesting approval of a Professional Services Agreement to continue services on an ongoing basis.

Recommended Board Motion:

It is recommended that the Board approve a two-year professional services agreement with Dr. Mostafa Sadek for general surgery surgical coverage with compensation set at \$2,800 per shift.

Services Provided:

Clinic, hospital & emergency general surgery call coverage consisting of a minimum of 14 shifts per month.

Agreement Terms:

Contract Term	Effective Date	Estimated Annual Cost	Term clause
2	1/5/2025	\$470,400	60 days

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is made, entered into and effective as of **January 5, 2026** (“Effective Date”), by and between San Benito Health Care District, a local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code (“SBHCD”), and **Mostafa Sadek, M.D.** (“Physician”).

RECITALS

- A. SBHCD owns and operates Hazel Hawkins Memorial Hospital, a licensed general acute care facility located at 911 Sunset Drive, Hollister, California (“Hospital”). Hospital provides inpatient and outpatient services to residents of the San Benito Health Care District and surrounding communities which constitute the Hospital’s service area (“Hospital Service Area”).
- B. SBHCD owns and operates a rural health clinic as defined in Title 22, California Code of Regulations section 51115.5 to provide services to patients in the Hospital Service Area (“Clinic”). Clinic operates under the name “Hazel Hawkins Community Health Clinic.”
- C. Physician is licensed to practice medicine in the State of California, is a member in good standing of the medical staff of Hospital and is experienced and qualified to provide general surgery services.
- D. Section 32129 of the California Health and Safety Code provides that a health care district may contract with a Physician to render professional health services in order to ensure that adequate health care is available to all residents within its service area.
- E. SBHCD has determined that entering into this Agreement with Physician is in the best interests of the Hospital and the public health of the residents of the Hospital Service Area and is an appropriate way to assure availability of rural health clinic services to patients in the Hospital Service Area.
- F. The parties desire to enter into this Agreement to set forth their respective responsibilities in connection with the Services provided by Physician in the Hospital Service Area during the term of this Agreement.

The parties hereby agree as follows:

ARTICLE 1 - DUTIES AND OBLIGATIONS OF PHYSICIAN

- 1.1 Medical Services. Physician shall (“Physician”), provide professional health care services in Physician’s medical specialty to patients at Clinic and/or Hospital and on the schedule more fully described in Exhibit A, which is attached to this Agreement and incorporated by this reference (“Services”). Services include Medicare services, Medi-Cal services, services pursuant to any other federal health care program or a state health care financial program (“Governmental Programs”), workers’ compensation services, and charity care. Physician shall cooperate to enable Clinic’s and Hospital’s participation in Medicare, Medi-Cal, Governmental Programs, workers’ compensation services and commercial payor programs. Physician shall provide Services to all patients, including Medicare, Medi-Cal, Governmental Program, and workers’ compensation beneficiaries, in a non-discriminatory manner and in accordance with all applicable laws and SBHCD policies and procedures, as developed and implemented in collaboration with physician leadership of Hospital and Clinic.
- 1.2 Qualifications. Physician shall: (i) be duly licensed to practice medicine by the State of California; (ii) be qualified to perform the Services by having adequate levels of competency and experience; (iii) have skill comparable to those prevailing in the community; (iv) not be excluded from participation in any governmental healthcare program; (v) be approved for and maintain active membership and/or clinical privileges on the Hospital’s medical staff in accordance with medical staff bylaws, rules and regulations, and other medical staff governing directives; (vi) be certified as a participating physician in the Medicare and Medi-Cal programs; and (vii) hold an unrestricted Drug Enforcement Administration (“DEA”) registration number.

- 1.3 Compliance. In connection with the operation and conduct of the Clinic and Hospital and rendition of Services, Physician shall, at all times, comply with the applicable terms of this Agreement and with all applicable federal, state and local laws, rules and regulations, including requirements for participation in the Medicare and Medi-Cal programs, the Hospital medical staff bylaws, rules and regulations, and applicable policies and procedures, and will at all times be aware of and participate in meeting the SBHCD Corporate Compliance program goals and objectives.
- 1.4 Credentialing. In order to be efficiently credentialed with payors contracted with SBHCD, Physician shall participate in the Council for Affordable Quality Healthcare ("CAQH") credentialing program and shall timely comply with requests from CAQH or SBHCD personnel for (i) credentialing information regarding Physician, and (ii) documents necessary for the credentialing of Physician.
- 1.5 Use of Premises. No part of the SBHCD premises shall be used at any time by Physician as an office for the general or private practice of medicine.
- 1.6 Medical Records/Chart Notes. Physician shall provide appropriate and necessary documentation for each patient's medical record for all patient encounters in the Clinic and Hospital in compliance with the hospital's and clinics' policies and procedures.
- 1.7 Coding. Physician shall properly code all professional services rendered to patients. Physician's coding shall be used for purposes of billing for Services provided by Physician. All such coding shall be subject to review and audit by an independent auditing company mutually agreed upon by the parties.
- 1.8 Professional Standards. In performing Services, Physician shall comply with the principles and ethics of the American Medical Association, the California Medical Association and any federal, state or municipal law, statute or ordinance dealing with the practice of medicine by Physician. Physician shall further abide in all respects with the Code of Conduct applicable to professional health care providers of any hospital, outpatient clinic or surgery center, including but not limited to SBHCD, at which Physician shall provide professional services. Physician shall provide services to all SBHCD patients on a courteous and prompt basis, be available and accessible to patients, provide them with full and meaningful information and render services in a manner which assures continuity of care.

ARTICLE 2 - DUTIES AND OBLIGATIONS OF SBHCD

- 2.1 Duties. SBHCD agrees to furnish at its own cost and expense, for the operation of the Clinic and Hospital, the following:
 - 2.1.1 Space and Equipment. Space and Equipment as may be reasonably required for the operation of the Clinic and Hospital as approved by SBHCD.
 - 2.1.2 Services and Supplies. Maintenance, repair, and replacement of equipment as are reasonably required; all utilities, including telephone, power, light, gas, and water; and all supplies that may be reasonably required for the operation of the Clinic and Hospital.
 - 2.1.3 Non-physician Personnel. All non-physician personnel with appropriate education, training and experience required to operate the Clinic and Hospital, including a qualified administrative manager. SBHCD shall have the sole right and responsibility for the hiring and termination of all its employees. SBHCD shall be responsible for the scheduling of non-physician Clinic and Hospital personnel.
- 2.2 Eligibility. At all times during the term of this Agreement, Clinics and Hospital shall remain eligible to participate in the Medicare and Medi-Cal programs.
- 2.3 Contracts. SBHCD shall be solely responsible for negotiating all contracts for the reimbursement of Services provided in the Clinic and Hospital. SBHCD in its sole and absolute discretion shall determine the negotiation parameters for the terms, conditions, and rates for such contracts.

- 2.4 Access to Records. Physician shall have access to the SBHCD patient medical and business records for quality of care and compliance purposes.

ARTICLE 3 - BILLING AND ASSIGNMENT OF REVENUE

- 3.1 Billing and Collection. SBHCD shall perform billing and collection services under this Agreement. Physician shall cooperate with SBHCD and shall use his/her best efforts to furnish appropriate documentation of patient care services provided by Physician to enable SBHCD to timely and accurately bill and collect for such services.
- 3.2 Assignment of Professional Service Revenues. Physician hereby assigns to SBHCD the right to all revenue from any and all patients, third-party payors, and governmental programs for all Services rendered by Physician and its Physicians at the Hospital and the Clinic under this Agreement. The Parties intend that SBHCD may bill and collect directly from the Medicare carrier for Physician's services to Medicare beneficiaries in compliance with Medicare Publication 100-04, Chapter 1, Sec. 30.2.7.

ARTICLE 4 - COMPENSATION FOR SERVICES BY PHYSICIAN

- 4.1 Compensation. As compensation for the provision of Services in the Clinic and Hospital, SBHCD shall pay Physician as outlined in Exhibit A to this Agreement and in accordance with the normal SBHCD contract payment process for Services provided by Physician. Physician shall not bill for facility fees, administrative, supervisory, medical director, or similar services.
- 4.2 Schedule of Charges. SBHCD, in its sole and absolute discretion, shall decide upon the schedule of charges for the Clinic and Hospital. Pursuant to California Health and Safety Code Section 32129, the SBHCD Board of Directors may review the fees and charges for Services provided at the Clinic and Hospital to ensure such fees and charges are reasonable, fair, and consistent with the basic commitment of SBHCD to provide adequate health care to all residents within the Hospital Service Area.

ARTICLE 5 - TERM AND TERMINATION

- 5.1 Term. The term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending **January 4, 2028 at 11:59 PM**, unless terminated earlier as provided in this Agreement, and shall renew for successive one (1) year periods upon mutual written agreement of the parties.
- 5.2 Termination. Either party shall have the right to terminate this Agreement without stating a cause or reason and without cost or penalty upon sixty (60) days' prior written notice to the other party. Notwithstanding, either party shall have the right to terminate the Agreement for cause upon written notice to the other party as set forth below. If this Agreement is terminated prior to expiration of the initial year of the term, the parties shall not enter into any new agreement or arrangement during the remainder of such year.
- 5.3 Definition of Cause. For purposes of this Agreement, "cause" shall include, but not be limited to, the occurrence of any of the following events:
- 5.3.1 SBHCD or Physician is in breach of any material term or condition of this Agreement and such breach has not been cured within thirty (30) days following written notice of such breach.
 - 5.3.2 SBHCD or Physician becomes insolvent or declares bankruptcy.
 - 5.3.3 The license to practice medicine or to prescribe controlled substances of Physician is revoked or suspended.

- 5.3.4 SBHCD fails to carry or reinstate the insurance required in ARTICLE 8 of this Agreement or such coverage is cancelled or revoked within fifteen (15) days following notice of revocation from its insurance carrier.
- 5.3.5 Upon the determination that Physician has violated a material term of ARTICLE 9 of this Agreement.
- 5.3.6 The performance by either party of any term, condition, or provision of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the healthcare fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties.
- 5.3.7 The loss of or reduction in Physician's medical staff privileges at any facility where Physician provides professional health care services, whether voluntary or involuntary.
- 5.3.8 Physician being charged with or convicted of a crime other than an infraction, traffic citation, or similar charge.
- 5.3.9 Physician's engagement in: (i) willful misconduct (which means the knowing and intentional failure to exercise ordinary care to prevent material injury to SBHCD or the commission of an intentional act with knowledge that it is likely to result in material injury to the SBHCD), (ii) fraudulent activities, (iii) crimes or acts of moral turpitude, (iv) any breach of a duty to SBHCD, a patient, or any third party payor, (v) sexual harassment or abuse, or (vi) or any other action or omission that could materially affect SBHCD's business or reputation in an adverse manner.
- 5.4 Termination/Expiration Not Subject to Fair Hearing. It is agreed between the parties that should either party exercise its right to terminate this Agreement such decision to terminate, and the actual termination or expiration of this Agreement, shall apply to rights under this Agreement only and not to Physician's medical staff privileges or membership on the medical staff of Hospital. The termination or expiration of this Agreement shall not be subject to the Fair Hearing Plan of the Medical Staff Bylaws, the hearing procedures provided by Healthcare District Law, or any other fair hearing procedure regarding medical staff appointments or privileges.

ARTICLE 6 - INDEPENDENT CONTRACTOR

- 6.1 Independent Contractor Status. Physician is engaged in an independent contractor relationship with SBHCD in performing all work, services, duties, and obligations pursuant to this Agreement. Neither SBHCD nor Hospital shall exercise any control or direction over the methods by which Physician performs work and functions, except that Physician shall perform at all times in strict accordance with then currently approved methods and practices of Physician's professional specialty. SBHCD's sole interest is to ensure that Physician performs and renders services in a competent, efficient, and satisfactory manner in accordance with high medical standards.
- 6.2 Independent Contractor Responsibilities. The parties expressly agree that no work, act, commission, or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician, the agent or employee of SBHCD or Hospital. Physician shall not be entitled to receive from SBHCD or Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit. Physician shall be solely responsible for paying when due all income, employment and withholding taxes and employment benefits, if any, including estimated taxes, incurred as a result of the compensation paid by SBHCD to Physician for Services under this Agreement. Physician is responsible for providing, at his/her

own expense, disability, unemployment, workers' compensation and other insurance (if applicable), training, permits and licenses.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

- 7.1 **SBHCD Representations and Warranties.** SBHCD for itself, and its board of directors, officers, employees, and agents (collectively, "Agents"), represents and warrants to SBHCD, upon execution and while this Agreement is in effect, as follows:
- 7.1.1 SBHCD has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - 7.1.2 This Agreement has been duly authorized, executed, and delivered by SBHCD and is a legal, valid, binding obligation of SBHCD, enforceable in accordance with its terms;
 - 7.1.3 The parties have bargained at arms' length to determine Physician's compensation under this Agreement, the compensation is fair market value for the Services; and the compensation is consistent with fair market value for similar services in the region; and
 - 7.1.4 The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by SBHCD will not violate and provisions of, or constitute a default under, and contract or other agreement to which SBHCD is a party or by which it is bound, other than violations, defaults or conflicts that would not materially and adversely affect the ability of SBHCD to perform the its obligations pursuant to this Agreement.
- 7.2 **Physician Representations and Warranties.** Physician, for Physician and Physician's Agents, represents and warrants to SBHCD, upon execution and while this Agreement is in effect, as follows:
- 7.2.1 Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the Services;
 - 7.2.2 Physician's license to practice medicine in California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
 - 7.2.3 Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
 - 7.2.4 Physician has not in the past conducted, and is presently not conducting, his/her medical practice in such a manner as to cause Physician to be suspended, excluded, barred or sanctioned under Medicare or Medi-Cal, or any government licensing agency, nor have they every been convicted of a criminal offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;
 - 7.2.5 Physician has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in California and Medical Staff privileges at Facility;
 - 7.2.6 Physician has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - 7.2.7 This Agreement has been duly authorized, executed, and delivered by Physician and is a legal, valid, binding obligation of Physician, enforceable in accordance with its terms; and

- 7.2.8 The parties have bargained at arms' length to determine Physician's compensation under this Agreement, the compensation is fair market value for the Services; and the compensation is consistent with fair market value for similar services in the region; and
- 7.2.9 The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Physician will not violate and provisions of, or constitute a default under, and contract or other agreement to which Physician is a party or by which it is bound, other than violations, defaults or conflicts that would not materially and adversely affect the ability of Physician to perform the Services required under this Agreement.

ARTICLE 8 - LIABILITY/MALPRACTICE INSURANCE COVERAGE

- 8.1 Coverages. SBHCD shall maintain general and professional liability insurance coverage for Physician for Services provided by Physician to SBHCD patients during the term of this Agreement in a minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. In the event the coverage that SBHCD obtains to comply with this Section of this Agreement is a "claims made" policy, and SBHCD, as applicable, changes insurance carriers or terminates coverage upon or after termination of this Agreement, SBHCD shall immediately obtain and shall maintain "tail" coverage in the amounts otherwise required under this Section for at least seven (7) years following termination of this Agreement.

ARTICLE 9 - PROTECTED HEALTH INFORMATION

- 9.1 Protected Health Information. Physician shall maintain the confidentiality of all Protected Health Information ("PHI") in accordance with all applicable federal, state, and local laws and regulations, including, but not limited to, the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"). Without limiting the foregoing, Physician agrees to maintain PHI, as defined from time to time under HIPAA, which may be made available to or received by Physician pursuant to this Agreement, in accordance with the requirements of HIPAA. Physician agrees that Physician shall:
- 9.1.1 Not use or further disclose PHI in a manner that would violate HIPAA if done by Hospital or violate the requirements of applicable laws or this Agreement;
- 9.1.2 Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by law and the terms of this Agreement, and report to Hospital any use or disclosure of PHI not permitted by law or by this Agreement of which Physician becomes aware;
- 9.1.3 Comply with the elements of any compliance program established by Hospital that applies to the use or disclosure of PHI and ensure that any subcontractors or agents to whom Physician provides PHI agree to the same restrictions and conditions that apply to Physician with respect to such PHI;
- 9.1.4 In accordance with HIPAA, (i) make available PHI to the subject Patient; (ii) make available PHI for amendment and incorporate any amendments to PHI; and (iii) make available the information required to provide an accounting of disclosures of PHI to the subject Patient;
- 9.1.5 Make Physician's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Hospital's and Physician's compliance with HIPAA;
- 9.1.6 At termination of this Agreement, return or destroy all PHI received from or created by SBHCD and retain no copies of such PHI or, if return or destruction is not permissible under law or the terms of this Agreement, continue to maintain all PHI in accordance with the provisions of this Section and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- 9.2 Electronic Protected Health Information ("EPHI"). Physician agrees that Physician will: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Physician creates, receives, maintains, or transmits on behalf of SBHCD; (ii) report to SBHCD any security incident with respect to EPHI of which Physician becomes aware; and (iii) ensure that any agent, including a subcontractor, to whom Physician provides EPHI agrees to implement reasonable and appropriate safeguards to protect such information.

ARTICLE 10 - REQUIRED DISCLOSURES

- 10.1 Required Disclosures. Physician shall notify SBHCD in writing within three (3) days after any of the following events occur:
- 10.1.1 Physician's license to practice medicine in the State of California or any other jurisdiction lapses or is denied, suspended, revoked, terminated, voluntarily relinquished (under threat of disciplinary action) or made subject to terms or probation or other restriction;
 - 10.1.2 Physician's medical staff membership and/or privileges at any health care facility or entity are denied, suspended, revoked, terminated, voluntarily relinquished (under threat of disciplinary action), or made subject to terms of probation or other restriction;
 - 10.1.3 Physician is required to pay damages in any malpractice action by way of judgment or settlement, except that Physician shall not be required to breach a settlement or confidentiality agreement;
 - 10.1.4 Receipt of notice of the commencement of any investigation into Physician's medical license or Physician's medical practice by the Medical Board of California, California Attorney General, the Department of Health and Human Services Office of Inspector General, the Department of Justice, or any other entity of federal, state, or local government;
 - 10.1.5 Physician's Drug Enforcement Agency registration number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;
 - 10.1.6 An event occurs that substantially interrupts all or a portion of Physician's professional practice, that materially adversely affects Physician's ability to perform Physician's obligations hereunder, including the Services, or which could likely cause Physician to be in breach of this Agreement; or
 - 10.1.7 Physician's conviction of a criminal offense related to health care or any Physician's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

ARTICLE 11 - GENERAL PROVISIONS

- 11.1 Notices. Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage paid, and addressed to the party for which intended, at the addresses set forth in the signature block, or to such other address or addresses as the parties may hereafter designate in writing to each other.
- 11.2 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 11.3 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue shall be in the County of San Benito, California.

- 11.4 Ownership of Patient Records. All Clinic and Hospital patient records shall be maintained by SBHCD and are the property of SBHCD. Physician shall have the right to access such records during normal business hours.
- 11.5 Patient Choice. Notwithstanding anything herein to the contrary, all compensation paid to Physician pursuant to this Agreement is solely for the purpose of obtaining the services of Physician for patients of the SBHCD community. The parties recognize and affirm the importance of individual patient choice in selection of medical services. Nothing contained in this Agreement shall be interpreted to obligate, encourage, or solicit, in any way, the referral of any individual patient to any health care facility, including the Facility, contrary to that patient's choice of another provider of medical services. Further, nothing in this Agreement shall be interpreted to prevent, restrict, or discourage the Physician from referring patients to any other provider of health care services.
- 11.6 Exclusive Property of SBHCD. All data, files, records, documents, promotional materials, and similar items relating to the business of SBHCD, whether prepared by or with the assistance of Physician or otherwise coming into Physician's possession shall remain the exclusive property of SBHCD and shall not be removed from SBHCD's facilities under any circumstances without the prior written consent of SBHCD.
- 11.7 Confidentiality. The parties acknowledge and agree that during the term of this Agreement and in the course of the discharge of Physician's duties hereunder, Physician shall have access to and become acquainted with information concerning the operation of SBHCD, and information which, pursuant to applicable law and regulation, is deemed to be confidential, including, but not limited to, trade secrets, medical records, patient medical and personal information, and personnel records. Physician agrees that such information shall not be disclosed either directly or indirectly to any other person or entity or used by Physician in any way either during the term of this Agreement or at any other time thereafter, except as is required herein. Physician understands breach of this article will be an irremediable breach of this Agreement. Such breach will result in immediate termination of this Agreement.
- 11.8 Binding Agreement; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective legal representatives, successors, and permitted assigns. No party may assign this Agreement or any rights hereunder, or may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.
- 11.9 Dispute Resolution. If any dispute, controversy, or claim arises out of this Agreement, for a period of thirty (30) days following written notice of the dispute, controversy or claim from one party to the other, the parties will use their good faith efforts to resolve the dispute, controversy, or claim. If the matter cannot be resolved by the parties in this fashion, then such dispute, claim or controversy shall be heard in San Benito County, California, pursuant to the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The hearing shall be final and binding to the greatest extent permitted by law, and the cost thereof, including reasonable attorneys' fees, shall be borne by the losing party in such proportions as the referee may decide. Judgment on the award may be entered in any court having jurisdiction thereof.
- 11.10 Section 952 of Omnibus Budget Reconciliation Act of 1980. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Physician agrees that the books and records of Physician will be available to the Secretary of Department of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Physician at a value or cost of \$10,000 or more over a twelve (12) month period, Physician shall comply and assure that such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. If not applicable to this Agreement, this Section shall automatically be repealed.
- 11.11 Entire Agreement; Amendment. This Agreement, its exhibits, and all referenced documents constitute the entire agreement between the parties pertaining to the subject matter contained herein. This

Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the parties. The parties hereby executed this Agreement as of the Effective Date first set forth above.

SBHCD

SAN BENITO HEALTH CARE DISTRICT

PHYSICIAN

Mostafa Sadek, M.D.

By: _____
Mary T. Casillas, Chief Executive Officer

By: _____
Mostafa Sadek, M.D.

Address for Notices:

San Benito Health Care District
Attn: Chief Executive Officer
911 Sunset Drive
Hollister, CA 95023

Address for Notices:

Mostafa Sadek, M.D.
30 Buckingham Drive Apt. 219
Santa Clara, CA 95051

(Remainder of page left blank intentionally)

EXHIBIT A

PHYSICIAN SERVICES, COMPENSATION, HOUSING & REIMBURSEMENT OF EXPENSES

A.1 **Further Description of Medical Services.** Physician shall provide professional medical services in Physician's specialty at locations specified by SBHCD, which will be within the SBHCD healthcare district boundaries, or at facilities within thirty (30) miles of the SBHCD Hospital.

A.1.1 **Professional Services.** Physician shall provide Services in the Clinic and Hospital beginning on the Effective Date no less than fourteen (14) shifts per calendar month. Upon mutual agreement of the parties and as patient demand requires, Physician make work additional shifts. For purposes of this Section, a "shift" may consist of:

A.1.1.1 A 24- hour shift during which Physician is on-call for emergency services;

A.1.1.2 A shift at the Clinic during the Clinic's business hours, during which Physician is not on-call for the emergency services; or

A.1.1.3 A shift at the Clinic during Clinic's business hours, and at the same time Physician is also on-call for the emergency services; or

A.1.1.4 A shift in the Operating Room, during the Operating Room's business hours, during which the Physician is not on-call for the emergency services.

Physician shall provide such services in coordination with other physicians who are contracted with SBHCD to provide similar services to patients and pursuant to a mutually agreed-upon schedule. If Physician and other physicians cannot agree on such a schedule, SBHCD shall determine the schedule.

A.1.2 **Specialty Services.** Physician shall provide the following **General Surgery Services**:

Management of Physician's own admitted patients; management of the care of patients admitted at the request of and with the attending or referring physician, and thereafter managing the care rendered to such patients; family conferences as requested in consultation with social services; consultations, upon request, for members of the Hospital's Medical Staff, including the hospitalist group; and assistance with the management and treatment of patients for whom Physician is responsible as head of a multi-disciplinary team. When the patient has an attending/referring physician, Physician shall include such physician in decision making and keep such physician informed.

A.1.3 **Clinic Services.** Clinic operating hours are Monday through Friday, from 7:30 a.m. to 4:30 p.m. Physician shall provide the following Clinic Services in the Clinics in accordance with the schedule set forth in Section A.2 of this Exhibit A:

A.1.3.1 New and follow-up office visits;

A.1.3.2 Consultations;

A.1.3.3 Post discharge follow-up visits;

A.1.3.4 Ensuring the quality, availability, and expertise of medical services rendered in the Clinic and at Clinic-related activities;

A.1.3.5 Supervising physician assistants and nurse practitioners (collectively referred to as "Mid-Level Practitioners") as necessary for reimbursement or consult in the absence of the Medical Director;

A.1.3.6 Coordination of medical activities of the Clinic as a whole to be accomplished through continuous communication with appropriate SBHCD administrative personnel regarding medical administration of the Clinic;

A.1.3.7 Assisting with the development of a plan for quality assurance for the Clinic;

A.1.3.8 Provide required chart review and audits of care provided by Mid-Level Practitioners

A.1.3.9 Other services as are mutually agreed to be appropriate and appropriately provided in an outpatient setting by a physician specializing in General Surgery.

- A.2 **Schedule.** Physician shall provide Physician Services to SBHCD patients, which generally means a minimum of fourteen (14) shifts per month, (and which includes Clinic time, scheduled operating room time, inpatient rounding, and operating room add-on time) in the Hospital or Clinic setting. Physician must provide forty-five (45) days' notice for vacations and/or desired schedule changes that would leave a gap in any coverage area. SBHCD will honor those requests should acceptable coverage be secured. Physician is responsible for negotiating/scheduling coverage changes.
- A.3 **Hospital Call Coverage.** Physician shall provide emergency department and unassigned patient call coverage ("Hospital Call") to support the needs of the Hospital, in accordance with Hospital Medical Staff Bylaws; provided, however, that Physician may not discontinue providing Hospital Call pursuant to any provision in the Hospital Medical Staff Bylaws. Hospital Call includes responding to the emergency department, inpatient units, and the operating room.
- A.3.1 **Hospital Call Requirements.** General Surgery Call Panel on a schedule to be mutually agreed upon, for a minimum of eleven (11) shifts per month.
- A.3.2 **Hospital Call Days Included in Base Compensation.** Compensation amounts include provision of a minimum of one hundred thirty-two (132) days of Hospital Call coverage per contract year.
- A.3.3 **Billed Services Included in Productivity Compensation.** To the extent Physician performs services in the course of Hospital Call coverage which are billed, SBHCD will solely be responsible for billing and collecting.
- A.4 **Compensation.**
- A.4.1 **Shift Compensation.**
- A. Physician's Shift Compensation, which includes professional services, supervision, and Hospital Call activities ("Shift Compensation"), shall be paid monthly on a per shift basis on SBHCD's standard payment cycle for similar agreements and shall be in the amount of Two Thousand Eight Hundred Dollars and No Cents (\$2,800.00) per shift.
- A.4.2 **Payment on Termination.** On termination of this Agreement, which is not extended, renewed or superseded by another agreement, SBHCD shall pay to Physician any amounts due to Physician within forty-five (45) days after the termination of this Agreement.
- A.4.3 **Agreement Includes All Compensation from SBHCD.** Incorporated into compensation under the Agreement, unless specifically excluded, are all the Physician's sources of practice revenues and income, including Hospital Call coverage stipends, other hospital on-call fees, hospital stipends, and reading fees; provided, however, that services as a medical director within SBHCD, service on medical staff or SBHCD positions such as department chair or chief of staff, call panels which are not currently in effect, or other items specifically excluded by written agreement between Physician and SBHCD shall be independently compensated to Physician by SBHCD, if any, and are not subject to the terms of this Agreement.
- A.5 **Continuing Medical Education.** For each contract year during the term of this Agreement, Physician shall be entitled reimbursement for continuing medical education ("CME") expenses incurred during the contract year up to a maximum of one thousand seven hundred fifty dollars (\$1,750.00). Reimbursable expenses include registration fees, books, or other course materials, and specifically excludes travel, lodging or food expenses. Unused CME expense reimbursement funds do not roll over to the following year nor may they be cashed out or paid out upon termination of this Agreement. Payment for reimbursable CME expenses shall be made in accordance with applicable SBHCD policies following receipt of appropriate documentation. Physician shall be responsible for maintaining Physician's CME documentation.

- A.6 **Housing**. SBHCD will provide Physician with local housing accommodations while Physician is providing Services under this Agreement at a rate consistent with local market occupancy rates. Housing accommodation is to be used from arrival the day before the start of the shift and ending on the last day of shift.
- A.7 **Services and Activities in Support of SBHCD**. SBHCD and Physician acknowledge and agree that certain services and activities may be required of Physician in support of SBHCD and Clinic to ensure a continuing high level of patient care. To that end, Physician shall participate in functions/events from time to time, in support of the SBHCD Clinics and the SBHCD facilities. In addition, to assist in the recruitment and retention of highly skilled practitioners, upon SBHCD's request, Physician shall participate in recruitment meetings with SBHCD physician candidates. SBHCD shall reimburse Physician for reasonable meal expenses incurred as part of meeting with physician candidates hosted at the request of SBHCD.
- A.8 **Practice Guidelines/Best Quality Practices**. Physician shall demonstrate cooperative work arrangements with the Medical Staff, Quality and Safety Leadership and SBHCD Administration to achieve mutually accepted practice guidelines and the best quality practices. These practices will be evidenced based, and include at minimum the following:
- A.8.1 Attendance at regular monthly meetings with SBHCD Clinic and Hospital leadership when requested to review any operational or quality issues.
- A.8.2 Timely completion of all patient records.
Goal: As specified by Medical Staff rules and regulations or hospital policy.
- A.8.3 Completion of all procedure notes within twenty-four (24) hours of visit.
Goal: As specified by Medical Staff rules and regulations or hospital policy.
- A.8.4 Timely signing of orders.
Goal: As specified by Medical Staff rules and regulations or hospital policy.
- A.8.5 Timely discharges summaries.
Goal: As specified by Medical Staff rules and regulations or hospital policy.
- A.8.6 Commitment to use of SBHCD supported electronic health/medical record platforms.
- A.8.7 Compliance with all governmental and SBHCD quality reporting initiatives that may come into effect from time to time.
- A.8.8 Timely arrival at the facility, defined as being ready, willing and able to provide Services not less than 10 minutes before the commencement of any in-person shift and responding to on-call coverage times set forth in the Medical Staff rules and regulations.