

Name, Address, Telephone No. & I.D. No.
Name, Address, Telephone No. & I.D. No.
Samuel R. Maizel (Bar No. 189301); Tania M. Moyron (Bar No. 235736);
Rebecca M. Wicks (Bar No. 313608)
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Attorneys for Post-Effective Date Debtor and the Liquidating Trustee

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Attorneys for the Co-Liquidating Trustee

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re

BORREGO COMMUNITY HEALTH FOUNDATION,

Debtor.

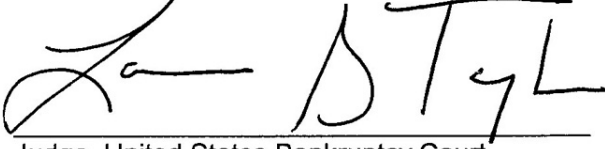
BANKRUPTCY NO.
22-02384-LT11

**ORDER ON
STIPULATION BY AND AMONG THE POST-EFFECTIVE DATE DEBTOR,
THE LIQUIDATING TRUSTEE, THE CO-LIQUIDATING TRUSTEE AND METROPOLITAN
FAMILY MEDICAL CLINIC - FOOTHILLS REGARDING CLAIM NO. 32**

The court orders as set forth on the continuation pages attached and numbered 2 through 2 with exhibits, if any, for a total of 64 pages. Stipulation Docket Entry No. 1401.

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DATED: July 3, 2024


Judge, United States Bankruptcy Court



CSD 1001A [07/01/18](Page 2)

ORDER ON STIPULATION BY AND AMONG THE POST-EFFECTIVE DATE DEBTOR, THE LIQUIDATING TRUSTEE, THE CO-LIQUIDATING TRUSTEE AND METROPOLITAN FAMILY MEDICAL CLINIC - Foothills REGARDING CLAIM NO. 32

DEBTOR: BORREGO COMMUNITY HEALTH FOUNDATION

CASE NO: 22-02384-LT11

On July 3, 2024, Borrego Community Health Foundation (the Post-Effective Date Debtor), The Liquidating Trustee, the Co-Liquidating Trustee and Metropolitan Family Medical Clinic – Foothills filed a *Stipulation By and Among the Post-Effective Date Debtor, The Liquidating Trustee, The Co-Liquidating Trustee And Metropolitan Family Medical Clinic - Foothills Regarding Claim No. 32* [Docket No. 1401] (the “Stipulation”).

IT IS HEREBY ORDERED:

1. That the Stipulation, attached hereto as **Exhibit 1**, is approved in its entirety.
2. That the terms and conditions of the Stipulation shall be binding upon the parties and are hereby fully incorporated into this Order by this reference.

EXHIBIT 1

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LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

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5 Los Angeles, California 90017-5704
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6 Facsimile: 213 623-9924

7 Attorneys for the Post-Effective Date
8 Debtor and the Liquidating Trustee
Jeffrey N. Pomerantz (Bar No. 143717)
9 Steven W. Golden (Admitted Pro Hac Vice)
PACHULSKI STANG ZIEHL & JONES LLP
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Los Angeles, CA 90067
11 Telephone: 310-277-6910
Facsimile: 310-201-0760
12 Email: jpomerantz@pszjlaw.com
sgolden@pszjlaw.com

13 Attorneys for the Co-Liquidating Trustee

14
15 **UNITED STATES BANKRUPTCY COURT**
16 **SOUTHERN DISTRICT OF CALIFORNIA**

17 In re
18 **BORREGO COMMUNITY**
HEALTH FOUNDATION,

19 Debtor and Debtor in
20 Possession.

Case No. 22-02384-11
Chapter 11 Case
Judge: Honorable Laura S. Taylor

**STIPULATION BY AND AMONG THE
POST-EFFECTIVE DATE DEBTOR,
THE LIQUIDATING TRUSTEE, THE
CO-LIQUIDATING TRUSTEE AND
METROPOLITAN FAMILY MEDICAL
CLINIC - FOOTHILLS REGARDING
CLAIM NO. 32**

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DENTON'S US LLP
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1 Borrego Community Health Foundation, the debtor and debtor in possession
2 (prior to the effective date of the Plan (defined below), the "Debtor," and after the
3 effective date, the "Post-Effective Date Debtor") in the above-captioned chapter 11
4 bankruptcy case, the Liquidating Trustee (the "Liquidating Trustee") of the Borrego
5 Community Health Foundation Liquidating Trust (the "Liquidating Trust")
6 , the Co-Liquidating Trustee of the Liquidating Trust (the "Co-Liquidating
7 Trustee") and Metropolitan Family Medical Clinic – Foothills (the "Claimant", and
8 collectively with the Post-Effective Date Debtor, the Liquidating Trustee, and the
9 Co-Liquidating Trustee, the "Parties") hereby enter into this *Stipulation By and*
10 *Among the Post-Effective Date Debtor, the Liquidating Trustee, the Co-Liquidating*
11 *Trustee and Metropolitan Family Medical Clinic – Foothills Regarding Claim No.*
12 *32.*

17 **RECITALS**

18 WHEREAS, on September 12, 2022, the Debtor filed a voluntary petition for
19 relief under chapter 11 of title 11 of the United States Code commencing Case No.
20 22-02384 (the "Chapter 11 Case") in the United States Bankruptcy Court for the
21 Southern District of California;

22
23 WHEREAS, on or about October 26, 2022, Claimant filed Proof of Claim No.
24 32 in the amount of \$2,784,315.50 ("Claim 32"), a copy of which is attached hereto
25 as **Exhibit A**;

26 WHEREAS, the Liquidating Trust was established pursuant to the *First*
27 *Amended Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation*
28 *of Borrego Community Health Foundation* [Docket No. 1168] (the "Plan"),

1 confirmed by the order [Docket No. 1273] entered January 25, 2024 (the
2 "Confirmation Order"), and that certain *Liquidating Trust Agreement*, dated as of
3 February 14, 2024 (the "Liquidating Trust Agreement");

4 WHEREAS, the Post-Effective Date Debtor has reviewed its books and
5 records and believes that Claim 32 relates to services performed by the Claimant on
6 behalf of the Debtor in connection with the medical services and establishment of
7 intermittent clinic agreement as entered into as of May 15, 2019; and

8 WHEREAS, after the Post-Effective Date Debtor's professionals reviewed
9 Claim 32, the Parties have agreed to resolve any issues regarding such claims as set
10 forth herein.

11 **STIPULATION**

12 **NOW THEREFORE**, subject to the approval of the Court, the Parties hereby
13 agree and stipulate as follows:

14 1. Claim 32 shall be reduced and allowed as a general unsecured claim in
15 the amount of \$1,925,000.00 (the "Allowed Claim Amount").

16 2. Within ten (10) business days of entry of the order approving this
17 Stipulation, the Liquidating Trust shall pay the Allowed Claim Amount to Claimant
18 pursuant to the Plan.

19 3. In consideration of the agreements with and value provided herein and
20 other good and valuable consideration, the Parties hereby waive, remise, release and
21 forever discharge the other, including each of their respective former and current
22 predecessors, successors, assigns, affiliates, subsidiaries, parent companies,
23 shareholders, partners, members, managers, investors directors, officers,
24 accountants, attorneys, employees, agents, representatives and servants of, from and
25 against any and all claims, actions, causes of action, suits, proceedings, defenses,
26 counterclaims, contracts, judgments, damages, accounts, reckonings, executions, and
27 liabilities whatsoever of every name and nature, whether known or unknown,
28 whether or not well-founded in fact or in law, and whether in law, at equity or

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1 otherwise, which either Party ever had or now has for or by reason of any matter,
2 cause or anything whatsoever to this date relating to or arising out of the Parties'
3 prior business relationship, or the Chapter 11 Case.

4 4. Each of the Parties to the Stipulation acknowledge that they are familiar
5 with California Civil Code Section 1542 and with respect to the matters released
6 herein, each Party expressly waives any and all rights under California Civil Code
7 Section 1542 and under any other federal or state statute or law of similar effect.
8 California Civil Code Section 1542 provides:

9
10 A general release does not extend to claims that the
11 creditor or releasing party does not know or suspect to
12 exist in his or her favor at the time of executing the release
13 and that, if known by him or her, would have materially
14 affected his or her settlement with the debtor or released
15 party.

16 5. Claimant hereby warrants that Claimant (a) is authorized and
17 empowered to execute this Stipulation on behalf of the Claimant, (b) has read this
18 Stipulation in its entirety and fully understands and accepts the terms set forth herein,
19 (c) has had an opportunity to consult with legal counsel and any other advisors of
20 Claimant's choice with respect to the terms of this Stipulation, and (d) is signing this
21 Stipulation on Claimant's own free will.

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1 6. The terms, covenants, conditions, and provisions of this Stipulation
2 cannot be altered, changed, modified, or added to, or deleted from, except in a writing
3 signed by all parties hereto.

4 7. This Stipulation may be executed in counterparts each of which shall be
5 deemed an original, but all of which together shall constitute one and the same.

6 8. The Court shall retain jurisdiction over all matters relating to the
7 interpretation and enforcement of this Stipulation.

8
9 Dated: June 25, 2024

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

10
11 By /s/ Tania M. Moyron
Tania M. Moyron

12
13 Attorneys for the Post-Effective Date
Debtor and the Liquidating Trustee

14 Dated: June 25, 2024

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz
Steven W. Golden

15
16
17 By /s/ Steven W. Golden
Steven W. Golden

18 Attorneys for the Co-Liquidating Trustee

19
20 Dated: June 25, 2024

Metropolitan Family Medical Clinic --
Foothills

21
22
23 By 
Azer Rezk, Chief Executive Officer

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

EXHIBIT A

Fill in this information to identify the case:

Debtor Borrego Community Health Foundation

United States Bankruptcy Court for the: Southern District of California
(State)

Case number 22-02384

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Metropolitan Family Medical Clinic - Foothills
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Where should notices to the creditor be sent? See summary page
Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone _____ Contact phone _____
Contact email azerrezk@gmail.com Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 2784315.5. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____%
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority
	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2022
MM / DD / YYYY

/s/azer rezk
Signature

Print the name of the person who is completing and signing this claim:

Name azer rezk
First name Middle name Last name

Title administrator

Company San Marcos Medical Group Inc
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 742 W highland Ave, San Bernardino, CA , 92405

Contact phone 9093767715 Email azerrezk@gmail.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0670 | International (310) 751-2670

Debtor: 22-02384 - Borrego Community Health Foundation	
District: Southern District of California, San Diego Division	
Creditor: Metropolitan Family Medical Clinic - Foothills 742 W. Highland Ave San Bernardino, CA, 92405 Phone: Phone 2: Fax: Email: azerrezk@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:
	Has Related Claim: No Related Claim Filed By:
	Filing Party: Creditor
	Other Names Used with Debtor:
	Amends Claim: No Acquired Claim: No
Basis of Claim: Services performed	Last 4 Digits: No
	Uniform Claim Identifier:
Total Amount of Claim: 2784315.5	Includes Interest or Charges: No
Has Priority Claim: No	Priority Under:
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:
Submitted By: azer rezk on 26-Oct-2022 5:49:43 p.m. Eastern Time Title: administrator Company: San Marcos Medical Group Inc	
Optional Signature Address: azer rezk 742 W highland Ave San Bernardino, CA , 92405 Telephone Number: 9093767715 Email: azerrezk@gmail.com	

**AGREEMENT BETWEEN
SAN MARCOS MEDICAL GROUP, INC**

AND

BORREGO COMMUNITY HEALTH FOUNDATION FOR

MEDICAL SERVICES AND ESTABLISHMENT OF INTERMITTENT CLINIC

THIS MEDICAL SERVICES AND ESTABLISHMENT OF INTERMITTENT CLINIC AGREEMENT ("Agreement") is entered into as of May 15, 2019 (the "Effective Date") by and between Borrego Community Health Foundation, a California non-profit corporation ("BCHF") and San Marcos Medical Group, Inc., a professional corporation ("Provider"). BCHF and Provider may be hereafter referred to individually as a "Party" and collectively, as the "Parties."

RECITALS

A. BCHF is a 501 (c) (3) non-profit public benefit corporation, organized under the laws of the State of California and is licensed to operate Federally Qualified Health Centers ("FQHCs") within the scope as approved by the Health Resources and Service Administration ("HRSA"). BCHF operates clinics throughout San Diego, Riverside and San Bernardino Counties which provide comprehensive primary and specialty care according to the scope of services as approved by the Bureau of Primary Health Care ("BPHC") within the United States Department of Health and Human Services ("DHHS"). Within its approved scope of practice, BCHF is required to provide Covered Services (as defined in Section II C below).

B. In order to increase access to primary health care for underserved populations and improve health outcomes, while preserving and enhancing its integrity and autonomy, BCHF has identified a need to expand access to Covered Services to patients in San Bernardino service area. As such, BCHF desires to increase access to these Covered Services for patients of BCHF by establishing, within Provider's medical offices, an intermittent clinic (as defined in the Health and Safety Code and Title 22 of the California Code of Regulations). Patients receiving Covered Services at the "BCHF Intermittent Clinic" (as defined in Section IA below) during "Clinic Operating Hours" (as defined in Section IB below) pursuant to this Agreement shall be referred to herein as "BCHF Patients."

C. Provider employs physicians, nurse practitioners and physician assistants (collectively, "Provider's Employed Clinicians") who are duly licensed within the State of California to provide primary medical care and meet credentials required by BCHF to perform such Covered Services, and are not the subject of any Medicaid/Medicare

related actions, suspensions, exclusions or debarments that would disqualify them from providing such Covered Services under this Agreement. These clinicians provide the desired scope of Covered Services that meet the FQHC criteria for primary medical care services.

D. Provider operates and administers private practices in San Bernardino County, California located at:

Metropolitan Family Medical Clinic – Fontana
7965 Sierra
Fontana, CA

Metropolitan Family Medical Clinic – Baseline
1574 Baseline
San Bernardino, CA

Metropolitan Family Medical Clinic – Highland
7576 Sterling Ave
Highland, CA

Metropolitan Family Medical Clinic – San Bernardino
742 W. Highland
San Bernardino, CA

Metropolitan Family Medical Clinic – Foothill
425 E Foothill Blvd
Rialto, CA

Metropolitan Family Medical Clinic – Riverside
4990 Arlington Ave
Riverside, CA

("Premises"). Provider wishes and agrees to allow BCHF to establish an intermittent clinic in its practice whereby its licensed and credentialed providers will provide Covered Services to BCHF Patients during prescribed hours of intermittent clinic operation. Provider will present complete leases of each facility for confirmation of fair market value. Leases shall demonstrate control of the premises by provider.

E. Provider contracts with a management company, **Andy Management** for operational support and is will ensure **Andy Management** is in compliance with all of the requirements of this Agreement through oversight and will be held accountable for compliance with this requirement.

E. **Condition Precedent:** This agreement shall not take effect unless and until BCHF receives approval to operate the Intermittent Clinic within its scope of project by the Health Resources and Services Administration (HRSA). This approval is a condition precedent that must be satisfied prior to this Agreement taking effect.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are hereby incorporated herein by this reference) and covenants and agreements herein contained, and other good and valuable consideration, the Parties hereto mutually agree as follows:

I. INTERMITTENT CLINIC

A. **ESTABLISHMENT OF INTERMITTENT CLINICS:** Subject to the terms and provisions set forth in this Agreement, BCHF shall establish, within Provider's Practice Location, intermittent clinics (as defined and limited by California Health and Safety Code Section 1206(h) and regulations promulgated thereunder in Title 22 of the California Code of Regulations) [collectively, the BCHF Intermittent Clinics"]. These sites will be operated solely as BCHF clinic sites.

B. **HOURS OF OPERATION:** In keeping with licensing regulations for intermittent clinics, BCHF Intermittent Clinic hours of operation will not exceed forty (40) hours per week with exact hours defined as outlined on Exhibit "D". These hours are subject to change from time to time upon the written agreement of the parties so as to provide access to care. After hours coverage is established by BCHF policies and procedures. Changes in hours of operation are subject to approval by the BCHF Board of directors.

C. **BCHF PATIENT:** A BCHF Patient is an individual who receives Covered Services during BCHF Intermittent Clinic hours. Identification of an individual as a BCHF Patient shall be completed through established BCHF forms, policies and procedures. The service site will post visible signage on the front entrance clearly announcing that the site is a BCHF site. In keeping with licensing requirements, the sign will include the hours of operation and after-hours/.emergency phone number. A BCHF information brochure is provided which includes the hours of operation, after hour access, urgent care, sliding fee and insurance application assistance, locations of BCHF clinics and additional services available. The BCHF Call Center information will be provided.

D. **COVERED SERVICES:** BCHF shall provide primary medical care services at the BCHF Intermittent Clinic during Clinic Operating Hours that are

within BCHF's scope of primary care services, as required, to BCHF Patients (collectively, "Covered Services"). BCHF is contracting with Provider as set forth in Section II below for "Provider Employed Clinicians" to provide such Covered Services at the BCHF Intermittent Clinics during Clinic Operating Hours. As clinics are a limited service site providing primary care services (Family Practice, internal Medicine, Pediatrics and OB/GYN), Provider will inform BCHF Patients of the availability of expanded scope of services at the nearest BCHF clinic, including the provision of transportation, specialties, urgent care and all other primary care services.

E. CARE FOR BCHF PATIENTS AFTER HOURS: To ensure adequate access to medical services the Parties agree that BCHF Patients presenting as walk-in patients or contacting Provider's office outside of Clinic Operating Hours shall be referred or directed as follows:

1. *Urgent Care of BCHF Patients:* In the event of an emergency, the patient will be instructed to call 911 or seek care at the local emergency room. The contracting provider will maintain active hospital transfer agreements with the hospital and BCHF will provide hospital admitting instructions to ensure continuity of care. BCHF Patients receive information as to the availability of extended services and urgent care at the nearest BCHF clinic site. BCHF may enter into formal referral agreements with urgent care providers, ensuring access to services.

2. *After Hours Care Coordination:* Patients will be instructed at the time of registration that after hours calls are to be placed to the BCHF Call Center for triage. As appropriate, the patient will be directed for emergency services or urgent care services at an operating BCHF urgent care site. The Provider will provide on-call physician availability for consultation that is responsive in a timely manner to addressing patient calls.

F. DESCRIPTION OF PREMISES UTILIZED FOR INTERMITTENT CLINIC: The entire square footage of clinic space shall be utilized as the Practice Location for the Intermittent Clinic. Each clinic includes the following square footage:

Metropolitan Family Medical Clinic – Fontana	4,680 Square Feet
Metropolitan Family Medical Clinic – Baseline	2,545 Square Feet
Metropolitan Family Medical Clinic – Highland	2,000 Square Feet
Metropolitan Family Medical Clinic – San Bernardino	7,434 Square Feet
Metropolitan Family Medical Clinic – Foothill	11,640 Square Feet
Metropolitan Family Medical Clinic – Riverside	6,040 Square Feet

G. SCOPE OF PROJECT: BCHF shall include the Practice Location in its federal scope of project as defined by the Health Resources and Services

Administration. This is a condition precedent and material term of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, if BCHF's application and/or award to include the Practice Location in its federal scope of project is denied or revoked, this Agreement shall terminate automatically and immediately upon written notice by BCHF to Provider.

H. SITE REQUIREMENTS: The Parties acknowledge and agree that the BCHF Intermittent Clinic shall be subject to all requirements of law, including administrative regulations and requirements pertaining to fire and life safety as required by Title 22 of the California Code of Regulations and OSHPD 3 Building Requirements. The Parties shall work collaboratively to ensure compliance with all applicable requirements.

I. MANAGED CARE CONTRACTS: The Parties acknowledge that certain payments due BCHF for services provided first require payment from a Third-Party Payer pursuant to a Medi-Cal managed care contract. To the extent permitted, Provider agrees to assign its rights to capitated payments under Medi-Cal managed care contracts for a term commensurate with the term of this Agreement and relating to work performed by Provider at the Practice Location(s) pursuant to this Agreement.

J. STATE PROGRAMS: The Parties acknowledge that BCHF, as a Federally Qualified Health Center, is eligible for participation in programs such as the Child Health and Disability Prevention Program ("CHDP") and Vaccines for Children ("VFC") that assist BCHF Patients in accessing healthcare services. Provider shall cooperate with BCHF staff to apply for certification in these and other similar programs should this be required.

K. LABORATORY SERVICES: Provider shall cooperate with BCHF staff to apply for a federal CLIA Waiver and California Laboratory Registration Certificate for the Intermittent Clinic at the Practice Location. BCHF will bear financial responsibility for waiver and certificate. Any required facility or equipment improvements necessary to comply with program requirements will be Provider's responsibility.

II. PROFESSIONAL SERVICES

A. PROVIDER'S EMPLOYED CLINICIANS: Provider's employed Physicians, Nurse Practitioners and Physician Assistants are listed on Exhibit "C" to this Agreement and are employed by Provider to provide Covered Services (individually, a "Provider Employed Clinician" and collectively, the "Provider Employed Clinicians"). As of the Effective Date, Provider Employed Clinicians shall provide services pursuant to this Agreement to BCHF patients during the hours of operation of the BCHF Intermittent Clinic. All compensation for services rendered to BCHF Patients under this Agreement

shall be paid to BCHF pursuant to the terms of this Agreement.

B. NURSING SUPERVISION: Provider shall provide for the appropriate supervision of all nursing and ancillary staff, in compliance with Title 22 of the California Code of Regulations. Provider shall employ or contract for the services of a Registered Nurses to provide supervision to nursing and ancillary staff during the BCHF Hours of Operation, as defined in the Agreement. The Registered Nurse must be solely scheduled to supervise and patient services during this time. The Registered Nurse must not be doubly assigned as a provider during these hours. One Registered Nurse per site may be required.

C. COVERED SERVICES: During Clinic Operating Hours at the Intermittent Clinic, Provider agrees to: (a) provide primary medical care services (collectively, "Covered Services") as required, to BCHF's Patients, in accordance with the attached and in accordance with Compensation of Medical Services (Exhibit "B"), all as further described in Section VIII.

D. SERVICE AVAILABILITY: Provider shall provide Covered Services during hours of operation that are mutually agreed upon and outlined in writing. Any changes require prior notification to the BCHF Chief Medical Officer and Chief Operating Officer. Provider will use reasonable commercial efforts to maintain adequate facilities at Provider's Practice Location to meet the responsibilities of this Agreement. Such facilities must meet standards of practice expected of a licensed facility. Adequate trained, certified, or licensed personnel will provide quality standard of care and not place the health and well-being of the BCHF Patients in jeopardy.

E. 340B PRESCRIBING: BCHF Patients who receive Covered Services pursuant to this Agreement may be eligible to receive reduced pricing on prescription medications under BCHF's 340B Program. Provider agrees to implement all BCHF Policies and Procedures related to the 340B Program and adhere to all applicable guidelines set forth in statute, regulation or by the Office of Pharmacy Affairs ("OPA"). Provider acknowledges that any inventory of medications maintained on the Premises pursuant to this Section shall be exclusively intended for and dispensed to BCHF Patients. For all prescriptions written for BCHF Patients during BCHF Intermittent Clinic hours or after-hours coverage refills, Provider shall utilize a medical records and practice management systems with unique identifiers that differentiate between BCHF Patients who are eligible for 340B with and those who are not, in accordance with applicable regulations and BCHF policies.

F. SUPPLIES: Any supplies purchased by BCHF for use pursuant to this Agreement shall be intended for and used exclusively for Covered Services provided to BCHF Patients.

G. DOCUMENTATION AND DESCRIPTION OF SERVICES: Provider agrees to establish and maintain medical records that will contain descriptions of services provided as well as proposed follow-up treatment plans for subsequent visits (if any) in keeping with section IX of this agreement. For avoidance of doubt, the BCHF Documentation Standards Policy is incorporated herein by reference. In order to facilitate BCHF's oversight and quality review of BCHF Patient records, Provider shall:

1. If Provider utilizes an Electronic Health Records (EHR) system provide BCHF access to the electronic records of BCHF Patients, either directly by remote connection or via interface with BCHF's system; and

2. If Provider utilizes paper charts for BCHF Patients, attach a copy of the progress note and/or related documentation for the visit with the invoice submitted to BCHF for payment.

BCHF retains ownership and control over all documentation associated with BCHF Patient encounters, in any format or medium, for the record retention period established by law.

Subject to applicable federal and state law regarding privacy and confidentiality requirements, any regulatory agency of government including but not limited to the Department of Health Care Services and Managed Care Plans, to the extent required by applicable laws or regulations of such agency, shall have access during normal business hours upon request to BCHF Patients' medical records of BCHF relating to health care services provided to BCHF Patients, to the cost thereof, and to payments received from BCHF Patients or from others on their behalf. Such requests will be consulted with the BCHF Risk Management office prior to release for confirmation of authority.

H. AGREEMENT NOT TO CHARGE PATIENTS: The Parties agree that all BCHF Patients receiving Covered Services from Provider at the BCHF Intermittent Clinic during Clinic Operating Hours pursuant to this Agreement shall be considered patients of BCHF. Accordingly, BCHF shall be responsible for the billing of such Covered Services, as applicable, as well as the billing of Federal, State and private payers, and the collection and retention of any and all payments. Subject to Exhibit B, Provider agrees not to bill, charge, or collect directly from BCHF Patients or payers any amount for any Covered Services provided under this Agreement, except those services billed on behalf of BCHF.

I. SLIDING FEE: Pursuant to Section 330(k)(3)(G) of the PHS Act and 42 C.F.R. §51c.303(f), BCHF ensures that no patient shall be denied service due to an

individual's inability to pay. Inability to pay is determined by application for the sliding fee program available for all required and additional health services within the HRSA approved scope of project for which there are distinct policies, application process and fee schedules. Provider shall adhere to BCHF's Sliding Fee policies and procedures, including, without limitation, ensuring household assessments for BCHF Patients to determine eligibility for public programs and/or other enabling services.

Provider will inform patients of the availability of the sliding fee by signage, distribution, and coordinate application assistance. All patients are assessed for eligibility in keeping with BCHF policies and procedures. Provider shall adhere to charges in keeping with the BCHF fee schedule. The discount categories and FPL are updated on an annual basis.

J. OTHER PUBLIC PROGRAMS: Provider will collaborate with BCHF in determining eligibility for other public programs and BCHF shall establish policies and procedures to assist with applications. Provider will inform eligible candidates of such programs and adhere to BCHF policies and procedures in the delivery of care under such programs. These include but are not limited to FamilyPACT, Presumptive Eligibility, Every Woman Counts, CHDP, Sliding Fee, Medi-Cal and Covered California.

K. NON-DISCRIMINATION: Provider agrees to provide Covered Services to BCHF Patients in the same professional manner and pursuant to the same professional standards as generally provided by Provider to patients, regardless of an individual's or family's ability to pay for Covered Services rendered. Provider also agrees not to differentiate or discriminate in the provision of Covered Services provided to BCHF Patients on the basis of race, color, religious creed, age, marital status, national origin, alienage, sex, blindness, mental or physical disability, sexual orientation, gender identity, or any other protected classification recognized by Title 45 of the Code of Federal Regulations, §§80.3-80.4, Civil Rights Act of 2007, or other applicable Federal or State laws or regulations.

III. QUALITY OVERSIGHT AND EVALUATION OF SERVICES BY BCHF

A. QUALITY OF CARE: Provider shall provide Covered Services consistent with prevailing community standards for quality of care and in accordance with BCHF Section 330 grant and applicable grant-related expectations and requirements. Provider will be subject to standards of quality review as established by BCHF's Total Quality Management ("TOM") Program. Such review will include facility and record review in keeping with BCHF standards and applicable regulations. BCHF will communicate in writing any corrective action that must be resolved in a timely manner.

B. POLICIES AND PROCEDURES: Provider will be subject to clinical policies and procedures established by BCHF regarding the provision of Covered Services pursuant to this Agreement, including but not limited to, qualifications and credentials, clinical guidelines, standards of conduct, quality assurance standards, and patient and provider grievance and complaint procedures. Such policies and procedures are consistent with BCHF's requirements established by the BPHC. BCHF will provide Provider in writing with such requirements, policies, procedures and standards.

C. PATIENT RELATIONSHIP: Provider shall maintain a physician/patient relationship with BCHF Patients and shall be solely responsible for medical treatment and advice. Nothing herein is intended to interfere with Provider's professional judgment in connection with the provision of Covered Services.

D. AUTHORITY: BCHF, acting through its Chief Executive Officer and/or Chief Medical Officer, and under the oversight of the BCHF Board of Trustees, shall have and exercise ultimate authority and responsibility for the Covered Services provided to BCHF Patients pursuant to this Agreement, consistent with the policies, procedures and standards set forth above. In particular, BCHF shall retain ultimate authority over the following:

1. Determination as to whether a Provider Employed Physician meets BCHF's qualifications and credentials.
2. Interpretation of BCHF's policies and procedures, clinical guidelines, quality assurance standards, standards of conduct and provider and patient grievance and complaint resolution procedures, and their applicability to Provider.
3. Determination with respect to whether Provider is performing satisfactorily and consistent with BCHF's policies, procedures and standards.
4. The Chief Executive Officer and/or Chief Medical Officer have the authority to terminate this Agreement in accordance with Section XI, below.

E. NOTIFICATION: Provider shall, as soon as reasonably practicable, notify BCHF of any action, event, claim, proceeding, or investigation (including, but not limited to, any report made to the National Practitioner Data Bank) that could result in the revocation, termination, suspension, limitation or restriction of Provider's licensure, certification, or qualification to provide Covered Services. BCHF may suspend this Agreement until such time as a final determination has been made with respect to the applicable action, event, claim, proceeding, or investigation.

IV. NO OBLIGATION TO REFER

It is specifically agreed and understood between the Parties that nothing in this Agreement is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly), for the referral of individuals or business to either Party by the other Party.

V. COMPENSATION

A. COMPENSATION SCHEDULE: Provider will be compensated for providing Covered Services under this Agreement in accordance with the attached Compensation of Medical Services (Exhibit "B"). Such Provider compensation shall be evaluated quarterly and is subject to mutually agreed changes based on fluctuations in membership assigned to BCHF and capitation payments received by it. Provider agrees to abide by all BCHF sliding fee policies and accepts as payment in full the established nominal fee and will abide by the schedules set forth in these policies. Provider shall accept as payment in full the compensation received from commercial and Medicare billing for patients otherwise determined eligible for the sliding fee up to when this amount exceeds what would otherwise be collected should the patient not otherwise have medical coverage. Provider will bill Medicare and commercial insurance on behalf of BCHF and accept as payment in full the amount collected. BCHF will conduct all billing for Medi-Cal (Medicaid) and other public programs and pay the provider according to the schedule in Exhibit "B".

B. ENCOUNTER SUBMISSION: Provider will complete a superbill for every visit. The superbills will be batched and submitted on a daily basis. Adequate supporting documentation will be made available to ensure that BCHF will be able to collect for Covered Services rendered and not place the organization in jeopardy of false claims.

C. TIMING OF PAYMENT: Payment will be made in accordance with the Exhibit "B" Compensation of Medical Services, thirty (30) days in arrears on a weekly basis with weekly period beginning Saturday and ending Friday. Both Provider and BCHF will be responsible for maintaining records of transactions to avoid duplication of reimbursement and resolve outstanding balances. The Parties shall meet and confer within fifteen (15) business days of Provider becoming aware of any outstanding balance and discuss appropriate solution within thirty (30) days. The Parties acknowledge and agree that payment under this Agreement may be delayed in the event of an anticipated or unanticipated withholding of reimbursement to BCHF by the State of California. In the event payment by BCHF to Provider shall be delayed, BCHF shall notify Provider of the anticipated length of such delay in writing immediately and Provider must receive payment no later than five (5) working days after BCHF has

received payment from the State of California covered services (the "Payment Delay Notice"). In the event that BCHF reasonably believes that the payment delay is likely to have a material adverse impact upon Provider, then BCHF shall notify Provider with and in good faith negotiate an appropriate amendment or resolution. In the event that: (a) payment to Provider under this Agreement is delayed more than thirty (30) days; or (b) BCHF gives Provider the Payment Delay Notice, Provider may, upon thirty (30) days' prior written notice to BCHF and opportunity to cure, terminate this Agreement. If the Parties terminate the Agreement, then within sixty (60) calendar days of the effective termination, accounting shall be made by BCHF of monies due and owing either party.

VI. MAXIMUM LIABILITY

Notwithstanding the provisions of this Section, at no time shall BCHF's outstanding liability to Provider exceed the aggregate claims submitted by Provider during the sixty (60) day period immediately preceding the termination or expiration of this Agreement. Provider's estimated average weekly billable encounters are 2,600. These productivity expectations shall be reviewed on a periodic, at least semi-annual basis to determine whether they accurately reflect BCHF's maximum liability; provided that, in no event shall such expectations or estimates limit, reduce or otherwise affect BCHF's payment obligations under this Agreement.

To the extent that payment for services may be owed beyond the end of BCHF's current budget period, payment is contingent on continued Federal funding. BCHF's budget period ends on the last day of February 28 every year. BCHF shall give Provider no less than sixty (60) days prior written notice in the event of any discontinuation of BCHF's federal funding. For the avoidance of doubt, discontinuation of BCHF's Federal funding shall not reduce, eliminate or otherwise affect BCHF's payment obligations to Provider during BCHF's then current budget period.

VII. CASE MANAGEMENT

A. REPORTING AND INVESTIGATION OF PATIENT COMPLAINTS AND GRIEVANCES: Provider will cooperate fully with BCHF in the investigation of BCHF Patient complaints and grievances by providing information necessary for review and resolution of such. The information will be made available in a timely manner according to established policies and procedures. Provider will collaborate in the resolution of identified opportunities for improvement without retaliation against the BCHF Patient and in keeping with the wellbeing of such BCHF Patient.

B. REFERRAL FOR SPECIALTY SERVICES: Provider is responsible for case managing and referring patients for specialty and diagnostic consultation when necessary for services beyond the scope of Covered Services provided by Provider.

Provider will adhere to the requirements of care coordination for contract health plans and assist the patient to obtain prior authorization when indicated in a timely manner, keeping with the appropriate turn-around time based on the level of urgency. Provider shall use a mutually agreed upon network of specialists and shall notify BCHF promptly of any barriers to accessing specialty care that are identified for a BCHF Patient. Referrals shall be managed in accordance with BCHF's Referrals Management policies and procedures, or equivalent procedures as applicable.

VIII. LEGAL

A. LICENSURE, CERTIFICATION AND OTHER QUALIFICATION: Provider will provide BCHF with evidence of current licensure of Provider and Provider's Employed Clinicians within the State of California as well as any other certification or qualification necessary to provide the Covered Services within thirty (30) business days after the date of this Agreement, and annually upon request of BCHF. Provider agrees to: (a) obtain such additional qualifications and credentials as BCHF may reasonably require for Provider to provide Covered Services, including but not limited to Basic Life Support ("BLS"), DEA number, and others pursuant to this Agreement; and (b) use reasonable commercial efforts to maintain such qualifications and credentials during the term of this Agreement Only Providers Employed Physicians and other Provider employees authorized by BCHF guidelines are allowed to render Covered Services.

B. COMPLIANCE WITH THE LAW: Provider will use reasonable commercial efforts to practice in accordance with all Federal, State and local laws, regulations, and generally accepted principles applicable to the practice of medicine. Failure to substantially comply with this provision is grounds for immediate termination of this Agreement.

C. MISREPRESENTATION: Provider acknowledges and agrees that willful misrepresentation of the type, frequency, reasonableness and/or necessity of Covered Services provided to BCHF Patients may constitute a fraudulent act and may be referred by BCHF to the applicable Federal or State regulatory agency, and will be cause for immediate termination of this Agreement.

D. COMPLIANCE WITH OTHER LAWS/PUBLIC POLICY: In connection with the provision of Covered Services pursuant to this Agreement, Provider agrees to comply and, as applicable, implement and enforce policies and procedures in support of the following laws and/or public policies. Any violation of the following laws and/or public policies shall be grounds for immediate termination of the Agreement:

1. To comply with the Civil Rights Act of 1964 and all other Federal, State or local laws, rules and orders prohibiting discrimination, as well as Executive

Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

2. To certify that neither it, nor any of its Provider Employed Physicians, have been debarred or suspended from participation in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension" and any applicable implementing regulations.

3. *Age Discrimination Act of 1975* - The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

4. *Education-Amendments of 1972* - Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

5. *Rehabilitation Act of 1973*- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

6. *USA PATRIOT Act* - The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship,

transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").

7. *Public Health Security and Bioterrorism Preparedness and Response Act* - The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/blosttv/shipregs.htm>.

8. *Controlled Substances* - Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

9. *Restriction on Funding Abortions* - HHS funds may not be spent for an abortion.

10. *Restriction on Distribution of Sterile Needles/Needle Exchange* - Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

11. *Standards for Privacy of Individually Identifiable Health Information* The "Standards for Privacy of Individually Identifiable Health Information" (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers. The OCR Web site (<http://www.hhs.gov/ocr/hipaa>) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule.

12. *Pro-Children Act*- The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility or

portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

13. *Activities Abroad* - HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

14. *U.S. Flag Air Carriers* - Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference.

15. *Smoke-Free Workplace* - HHS strongly encourages recipients to provide smoke-free workplaces and to promote the nonuse of tobacco products.

16. *Limited English Proficiency* - Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

17. *Health and Safety* - Recipients are responsible for meeting Federal, State, and local health and safety standards and for establishing and implementing necessary measures to minimize their employees' risk of injury or illness in activities related to HHS grants. In addition to applicable Federal, State, and local laws and regulations, the following regulations must be followed when developing and implementing health and safety operating procedures and practices for both personnel and facilities:

- 29 CFR 1910.1030, Bloodborne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other

applicable occupational health and safety standards issued by the Occupational Health and Safety Administration and included in 29 CFR part 1910. These regulations are available at <http://www.osha.gov/comp-links.html>.

- Nuclear Regulatory Commission Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.). Copies may be obtained from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001. Recipients are not required to submit documented assurance of their compliance with or implementation of these requirements. However, if requested by the OPDIV, recipients should be able to provide evidence that applicable Federal, State, and local health and safety standards have been considered and have been put into practice.

18. *Standards of Conduct for Recipient Employees* - HHS requires recipients to establish safeguards to prevent employees, consultants, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, HHS does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant supported activities, as long as those standards are consistent with State and local laws and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.

The standards also must do the following:

- Address the conditions under which outside activities, relationships, or financial interests are proper or improper.
- Provide for advance notification of outside activities, relationships, or financial interests to a responsible organizational official.
- Include a process for notification and review by the responsible official of potential or actual violations of the standards.
- Specify the nature of penalties that the recipient may impose. These penalties would be in addition to any penalties that HHS or a cognizant Federal agency may impose for infractions that also violate the terms and conditions of award.

19. *Procurement* - The Agreement is intended to comply with BCHF's

Board-approved procurement policies and procedures in accordance with 45 CFR 75, which are hereby incorporated herein by reference.

20.. *HRSA Affiliations* -This Agreement is intended to comply with the guidelines set forth in Health Center Program Compliance Manual pertaining to Health Center Affiliations, which is hereby incorporated herein by reference.

21. *FQHC Benefit Limitation* - Other than those benefits expressly enumerated in the Agreement, there is no conference of the benefits and/or privileges of the Health Center Program on Provider.

IX. RECORD KEEPING AND REPORTING

A. PROGRAMMATIC RECORDS: Provider agrees to prepare and maintain programmatic, administrative and other records and information that pertain to the Covered Services provided hereunder and that BCHF and/or DHHS may reasonably deem appropriate and necessary for the monitoring and auditing of this Agreement, and to provide them to BCHF as reasonably requested in writing. In addition, Provider will maintain such records and provide such information to BCHF or to regulatory agencies as may be necessary for BCHF to comply with State or Federal laws, regulations or accreditation requirements, as well as BCHF's reporting obligations pursuant to its Section 330 grant.

B. FINANCIAL RECORDS: Provider shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Agreement for a period of five (5) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving such records is started before the end of the five (5) year period, Provider agrees to maintain such records until the end of the five (5) year period or until the audit, litigation, or other action is completed, whichever is later. Provider shall make available to BCHF, DHHS and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such systems, records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Provider employees for the purpose of interview and discussion related to such documents. Provider shall, upon request, transfer identified records to the custody of BCHF or DHHS when either BCHF or DHHS determine that such records possess long term retention value; provided that Provider may, if it determines to so do, maintain a copy of such records.

C. PATIENT RECORDS: Provider agrees to establish and maintain medical records relating to the diagnosis and treatment of patients served pursuant to this Agreement. All such records shall be prepared in a mutually agreed upon format that is consistent with the clinical guidelines and standards established by BCHF. Provider and BCHF agree to maintain the privacy and confidentiality of such records, in compliance with all applicable Federal, State and local law including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") and consistent with BCHF's policies and procedures regarding the privacy and confidentiality of patient records. Provider acknowledges that it is a Covered Entity under applicable State and Federal Privacy rules and regulations. Provider shall indemnify and hold harmless BCHF against any claim or cause of action arising out of a breach of patient information, as defined by law.

D. OWNERSHIP OF PATIENT RECORDS: Provider and BCHF agree that BCHF shall retain ownership of all medical records of Covered Services provided to BCHF Patients under this Agreement, regardless of the physical locations where such records are housed. Provider and BCHF agree that Provider, upon reasonable notice to BCHF and consistent with applicable Federal and State laws and regulations and BCHF's policies and procedures regarding the privacy and confidentiality of patient records, shall have timely and reasonable access to BCHF Patient records to inspect and/or duplicate, at Provider's sole cost and expense, any individual chart or record produced and/or maintained by Provider to the extent necessary to: (a) meet responsibilities to patients for whom Provider provides services pursuant to this Agreement; (b) respond to any government or payer audits; (c) assist in the defense of any malpractice or other claims to which such chart or record may be pertinent; and (d) for any other legitimate business purpose, consistent with patient confidentiality and to the extent permitted by law. In the event that such records are housed in Provider's Practice Locations, or any other location controlled by Provider, BCHF shall have reasonable and timely access to such records. This provision shall survive termination of this Agreement and shall continue in effect for a term commensurate with the medical records retention period(s) established under California State regulations, as follows: (i) Adult Patients -10 years following the last date of service for the patient, or (ii) Minor Patients- 10 years following the last date of service, or 1 year after the patient reaches the age of 18, whichever is longer.

X. INSURANCE

A. PROOF OF COVERAGE: Provider, at Provider's sole cost and expense, shall procure and maintain such policies of professional liability, and other insurance as are necessary to insure the Provider and Provider's employees, agents and affiliates against any claim or claims for damages arising by reason of: (a) personal injuries or

death occasioned directly or indirectly in connection with the performance of any service by Provider; (b) the use of any property and facilities provided by the Provider or Provider's agents; and (c) the activities performed by the Provider in connection with this Agreement, or any amendment entered into thereafter.

B. EXTENT OF COVERAGE: Provider will provide BCHF with sufficient evidence of the following insurance coverages:

1. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than one million dollars (\$1,000,000) three-million-dollars-(\$3,000,000) in the aggregate; Sexual Abuse Liability insurance on a per occurrence basis with a single limit of not less than one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate; Employer's Liability insurance on a per occurrence basis with a single limit of not less than one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate; Professional Liability insurance on a per occurrence basis with a single limit of not less than one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate; and automobile liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than one million dollars (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate.

2. Workers' Compensation, as required under California State law.

3. Such other Insurance in such amounts which from time to time may be reasonably required by the written mutual consent of Provider and BCHF against other insurable risks relating to performance of this Agreement.

C. NO LIABILITY LIMITS: It should be expressly understood, however, that the coverages and limits required under this Section shall not in any way limit the liability of either Party.

D. ADDITIONAL INSURED ENDORSEMENTS: Additional insured endorsements are required for general, property damage, sexual abuse, and automobile liability policy coverage. Such endorsements, however, shall only apply in proportion to and to the extent of the negligent acts or omissions, its officers, agents or employees. Revised certificates shall be provided for thirty (30) days advance written notice of any material modifications, change or cancellation of the above insurance coverage.

E. INDEMNIFICATION: Provider shall defend, indemnify and hold "BCHF" officers, directors, employees and agents harmless from any and all liability, loss, claim,

lawsuit, injury, cost, damage or expense arising out of, incident to, or in any manner occasioned by (a) the performance or non-performance of any duty or responsibility under this Agreement; and/or (b) any negligent act or omissions of Provider, its officers, agents, or employees.

XI. NON DISCLOSURE AND CONFIDENTIALITY

A. NON DISCLOSURE AND CONFIDENTIALITY: Except as is necessary in the performance of this Agreement, or as authorized in writing by a Party or by law, neither Party (nor its directors, officers, employees, agents, and contractors) shall disclose to any person, institution, entity, company, or any other Party, any information which is directly or indirectly related to the other Party that it (or its directors, officers, employees, agents, and contractors) receives in any form (including, but not limited to, written, oral, or contained on video tapes, audio tapes or computer diskettes) as a result of performing obligations under this Agreement, or of which it is otherwise aware. The Parties (and their directors, officers, employees, agents, and contractors) also agree not to disclose, except to each other, any proprietary information, professional secrets or other information obtained in any form (including, but not limited to, written, oral, or contained on video tapes, audio tapes or computer diskettes) during the course of carrying out the responsibilities under this Agreement, unless the disclosing Party receives prior written authorization to do so from the other Party or as authorized by law.

B. SURVIVAL OF OBLIGATIONS AND REPRESENTATIONS: The Parties agree that their obligations and representations regarding confidential and proprietary information (including the continued confidentiality of information transmitted orally), shall be in effect during the term of this Agreement and shall survive the expiration or termination (regardless of the cause of termination) of this Agreement.

XII. TERM AND TERMINATION

A. TERM: This Agreement shall commence as of the Effective Date and shall continue in full force and effect unless and until either Party provides written notice of termination to the other Party sixty (60) days in advance of termination.

B. TERMINATION WITHOUT CAUSE: Except as otherwise provided herein, either Provider or BCHF may terminate this Agreement, for any reason, at any time upon sixty (60) days' written notice to the other Party.

C. TERMINATION FOR CONVENIENCE: This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

D. TERMINATION FOR BREACH: This Agreement may be terminated by either Party upon written notice to the other Party of such other Party's material breach of any term of this Agreement, subject to a thirty (30) day opportunity to cure and failure to cure by the end of the thirty (30) day period.

E. IMMEDIATE TERMINATION: In addition, BCHF may terminate this Agreement immediately upon written notice to Provider of: (a) Provider's material violation of, or demonstrated inability to comply with, Provider's obligations set forth in this Agreement; or (b) the good faith determination of BCHF that the health, welfare and/or safety of BCHF Patients receiving Covered Services from Provider is or will be jeopardized by the continuation of this Agreement; or (c) the rescission of any State or Federal approved or license to operate the Intermittent Clinic.

F. SURVIVAL: Upon termination, the rights and obligations of the Provider and BCHF under this Agreement will terminate, except as otherwise provided in this Agreement. Termination, however, will not release Provider from Provider's obligation to complete any multi-step medical treatment which Provider began prior to the effective date of the termination; provided, however, that such termination did not result from a determination by BCHF that the health, welfare and/or safety of BCHF Patients would be jeopardized by continuing this Agreement. Provider is not obligated to provide any services hereunder other than Covered Services. Termination of this Agreement does not release BCHF from its obligation to reimburse Provider for any Covered Services provided on or before the effective date of the termination.

G. EFFECT: Concurrent with either party's notice of termination of this Agreement, BCHF will notify its contracted health plans and /or Independent Practice Association (IPAs) to transfer the assignment of any enrollees associated with the BCHF Intermittent Clinic from BCHF to Provider or Provider designee.

XIII. GENERAL PROVISIONS

A. AMENDMENT/MODIFICATION: This Agreement may be amended or modified from time to time upon at least forty-five (45) days prior written notice and mutual written agreement of the Parties. Any such amendment or modification shall not affect the remaining provisions of the Agreement and, except for the specific provision amended or modified, this Agreement shall remain in full force and effect as originally executed. Amendments will take effect upon a prospective effective date unless mutually agreed upon otherwise. BCHF may amend a material term to the Agreement by providing a minimum of ninety (90) business day notice of its intent to change a material term of the Agreement ("Material Change Notice"). Provider shall have the right to negotiate and agree to the change within thirty (30) business days of Provider's receipt of the Material Change Notice ("Right to Negotiate") by providing written notice

of such intent within the thirty (30) business day period. Provider shall have the right to terminate the Agreement effective ninety (90) business days following the receipt of the Material Change Notice if Provider does not exercise Provider's Right to Negotiate or no agreement is reached during the ninety (90) business day period and if Provider provides notice of its intent to terminate prior to the expiration of the ninety (90) business days following the Material Change Notice if Provider does not exercise its Right to negotiate or does not provide timely notice of its intent to terminate as described above. The parties may agree to the material change at any time during the ninety (90) business day period by mutual written agreement. Any Material changes must be agreed to and signed by both parties via an amendment.

B. ASSIGNMENT: This Agreement may not be assigned, delegated, or transferred by either Party without the express written consent and authorization of the other Party provided prior to such action.

C. EFFECT OF WAIVER: A Party to this Agreement may waive in writing the other Party's breach of a provision of this Agreement, but such a written waiver does not constitute a waiver of any future breaches.

D. EFFECT OF INVALIDITY: The invalidity or unenforceability of any provision of this Agreement in no way affects the validity or enforceability of any other provision, unless otherwise agreed; provided herein that in the event that any federal, California or local law or regulation currently existing or hereinafter enacted, or any final and non-appealable construction or interpretation of such law or regulation by a court of competent jurisdiction, licensing or regulatory body, governmental agency, department, political subdivision, commission, tribunal or other instrumentality of any government, whether federal, California or local or enforcement of such laws or regulations hereinafter occurs, makes substantial performance of the Agreement illegal then in the event either Party hereto alleges or causes others to allege that substantial performance hereof is illegal, the Parties agree to use their reasonable commercial efforts to modify this Agreement in order to eliminate any such illegality in accordance with the terms hereof. If the Parties determine that this Agreement cannot be so modified, either Party may terminate this Agreement as of the effective date on which the new law or regulation or construction, interpretation, or enforcement of an existing law or regulation prohibits the substantial performance pursuant to this Agreement.

E. NOTICES: Any notice required to be provided under this Agreement must be in writing and delivered in person or sent by registered or certified mail or by next business day delivery service to each Party at the address set forth on the signature page.

F. NON-SOLICITATION: BCHF will not solicit Metropolitan patients to another location in the event of termination.

G. DISPUTE RESOLUTION: Any dispute arising under this Agreement as to the validity, construction, enforceability or performance of this Agreement or any of its provisions, shall first be resolved by informal discussions between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relieve (i.e., circumstances under which an extended resolution procedure may endanger the health and safety of the BCHF Patients). Any dispute that has failed to be resolved by informal discussions between the Parties within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days), such dispute shall be settled by binding arbitration conducted by the Judicial Arbitration & Mediation Services ("JAMS") and administered pursuant to their Commercial Rules and procedures for appeals through JAMS. The arbitration proceedings shall be conducted at a neutral location in San Diego County, California. Any arbitration hereunder shall be conducted by a single arbitrator chosen from the panel of arbitrators of JAMS with experience and expertise in the health care management business. Within thirty (30) calendar days of notice of a dispute from either Party to the other, the Parties shall use their reasonable best efforts to choose a mutually agreeable arbitrator. If the Parties cannot agree on an arbitrator within such 30 calendar day period, the arbitrator shall promptly be selected in accordance with the procedures employed by JAMS. The arbitrator may construe or interpret but shall not ignore the terms of this Agreement and shall be bound by controlling law. Discovery shall be conducted in accordance with the California Code of Civil Procedure ("CCP"), and in furtherance thereof, the provisions of CCP § 1283.05 is hereby incorporated into, made a part of, this Agreement; provided that each of the Parties shall be limited to twenty-five (25) interrogatories, twenty-five (25) requests for admissions and twenty-five (25) document requests. Depositions shall be limited to five (5) for each Party, unless the arbitrator for good cause allows additional depositions. After timely receipt of each Party's case, the arbitrator shall have thirty (30) calendar days to render his or her written decision. Subject to the procedures for appeals through JAMS, the decision of the arbitrator shall be final and binding upon the Parties, and judgment may be entered thereon in a court of competent jurisdiction. The arbitration decision may include equitable relief, but may not include punitive or exemplary damages. Neither Party shall be entitled to have its attorney's fees and costs paid by the other Party, regardless of outcome, it being understood that each Party shall bear its own attorney's fees and costs. The costs of the arbitration, including the fees of the arbitrator, shall be borne equally by the Parties, unless otherwise assessed against the non-prevailing Party by the arbitrator. Notwithstanding anything in this Section to the contrary, the Parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary or permanent injunctive or equitable relief from a court of competent

jurisdiction in the event of a material breach of the terms of this Agreement, and the Party seeking such relief has determined in good faith that the exigencies of the breach require such immediate relief. The seeking of such relief shall not be construed as a waiver or election against any of the other terms of this Section. The provisions of this Section shall not limit, require the postponement of implementation, or in any other way preclude the exercise of any rights otherwise enjoyed by any Party to this Agreement under the provisions hereof.

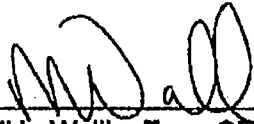
G. CHOICE OF LAW: This Agreement shall be governed in accordance with the laws of the State of California. Any disputes arising under this Agreement will be settled in accordance with the law of the State of California.

H. ENTIRE AGREEMENT: This Agreement represents the complete understanding of the Parties with regard to the subject matter herein and, as such, supersedes any and all other agreements or understandings between the Parties, whether oral or written, relating to such subject matter. No such other agreements or understandings may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

I. INDEPENDENT RELATIONSHIP: None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between BCHF and Provider other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto nor any of their respective employees shall be construed to be the agent, employee or representative of the other. This Agreement is entered into at an arm's length negotiated rate reflective of the fair market value of the Covered Services provided.

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SIGNATURES ON THE FOLLOWING PAGE.)

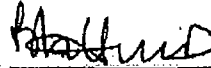
Borrego Community Health Foundation
A California Non-profit Corporation



Mikia Wallis, Esq., CEO

Date: 10-25-2019
Address:
4343 Yaqui Pass Road
P.O. Box 2369
Borrego Springs, CA 92004-2369
Phone (760)767-6722
Contact: Cynthia Preciado 619-873-3555
E-mail: mwallis@borregohealth.org

San Marcos Medical Group Inc.
dba Metropolitan Family Medical Clinic



BARBIR K. NATT, MD, MEDICAL DIRECTOR

Date: 10-25-2019
Address:

Phone: 909-376-7715
Contact: Azer Resk
E-mail: azerresk@gmail.com

Additional Signatures:

EXHIBIT A

SCOPE OF SERVICES

Metropolitan is a limited service site providing Family Practice, Pediatrics, OB/GYN and Internal Medicine services within the scope of services authorized by the Health Resources and Services Administration. The BCHF Board of Trustees authorizes the scope, hours of operations and approves the credentialing and privileging of all services and clinicians providing care to BCHF Patients.

Requests for changes in the scope of services must be in writing and require BCHF prior approval.

BCHF Patients will be informed of the additional services available within the organization via written materials and verbal communication.

EXHIBIT B

COMPENSATION FOR MEDICAL SERVICES

1. Sliding Fee: All Patients presenting for care will receive Covered Services despite their ability to pay and will be assessed for Sliding Fee eligibility. Patients may be eligible for one day sliding fee for urgent care based on self-declaration. Six month eligibility is determined through verification of eligibility by BCHF staff. For uninsured patients only eligible for the Sliding Fee, Provider agrees to accept the patient's payment of the established discounted fee schedule outlined in the policies and procedures as payment in full for services rendered.

For patients eligible for the Sliding Fee, but otherwise are insured under Medicare or commercial insurance, will receive an adjustment of balance based on the level of eligibility. If the amount collected for the date of service is greater or equal to what would otherwise be paid by Sliding Fee, Provider will accept the amount collected as payment in full for services rendered. The collection of co-pay and co-insurance shall not be in excess of the charges of the approved sliding fee level of discount. Receipts of payment will be submitted with the superbill as evidence of compliance.

2. Medi-Cal: Provider will be reimbursed for Covered Services subject to the provisions set forth in Section V of the Agreement. Services for Medi-Cal patients will be compensated on a per visit reimbursement rate as outlined:

- a. Managed Care Medi-Cal - \$110.00 per MD, NP or PA visit
- b. Medi-Cal Fee for Service - \$130.00 per MD, NP or PA visit

3. Other Public Programs: Patients will be assessed for eligibility for other public programs including but not limited to CHDP and VFC. BCHF will assist with eligibility in coordination with the Provider's office. BCHF will bill for these programs and compensate provider based on the program reimbursement

4. Performance Incentives Reimbursement – BCHF shall reimburse Provider for all Performance Incentives paid by the health plans to BCHF for services provided to BCHF Patients during Clinic Operating Hours.

5. Rent Reimbursement – BCHF shall reimburse Provider for facilities rent payable under the lease by and between San Marcos Medical Group and property owner. The lease is attached as an exhibit hereto and incorporated herein by reference. not to exceed \$65,000 per month per the existing square footage.

6. Nursing Supervision – BCHF shall reimburse Provider for the cost associated with hiring or contracting for Charge Nurses at each Practice Location, as required during BCHF Operating Hours. Provider shall invoice BCHF on a monthly basis. This provision does not create or imply an employer/employee relationship or any other direct contract relationship with the Charge Nurses. Provider shall be solely responsible for all compensation, benefits, worker's compensation, and any other coverage required by law for these Charge Nurses, not to exceed \$25,000 per month.

EXHIBIT C

PROVIDER'S EMPLOYED PHYSICIANS

Provider Name		Practice Location		Specialty
Quaye	Laura	NP	Riverside	Family Practice
Akpengbe	Bernadette	NP	Riverside	Family Practice
Unachukwu	Emmanuel	MD	Riverside	Pediatrics
Shah	Dampa	NP	Riverside	Family Practice
Tyce	Maretha	NP	Riverside	Family Practice
Pulido	Nancy	NP	Riverside	OB/GYN
Sakounphong	Aroun	PA	Foothills	Family Practice
Tyce	Maretha	NP	Foothills	Family Practice
Unachukwu	Emmanuel	MD	Foothills	Pediatrics
Patel	Munjal	NP	Foothills	Family Practice
McCann	Bruce	PA	Foothills	Family Practice
Pulido	Nancy	NP	Foothills	OB/GYN
Randell	Laura	NP	Foothills	OB/GYN
Khatib	Mustafa	MD	Foothills	OB/GYN
Oropeza	Bertha	NP	Foothills	OB/GYN
Rao	Uma	MD	Foothills	Internal Medicine
Rao	Uma	MD	Fontana	Internal Medicine
Patel	Munjal	NP	Fontana	Family Practice
Natt	Balbir	MD	Fontana	Family Practice

Wuysang	Kristian	NP	Fontana	Family Practice
Gould	Marylin	NP	Fontana	Family Practice
Durairaj	Damayanthi	MD	Fontana	Family Practice
Shah	Dampa	MD	Fontana	Family Practice
Remillard	Sana	NP	Fontana	OB/GYN
Khatib	Bertha	NP	Fontana	OB/GYN
Ransom	Mustafa	MD	Fontana	OB/GYN
Small	George	MD	Fontana	OB/GYN
Randell	Laura	NP	Fontana	OB/GYN
Ranabhat	Ambika	NP	Fontana	OB/GYN
Sakounphong	Aroun	PA	Highland	Family Practice
Leung	Hobart	MD	Highland	Family Practice
Aquino	Jesusa	MD	Highland	Pediatrics
Mafu	Nomagugu	NP	Highland	Family Practice
Gould	Marylin	NP	Highland	Family Practice
McCann	Bruce	PA	Highland	Family Practice
Quaye	Laura	NP	Highland	Family Practice
Remillard	Sana	NP	Highland	OB/GYN
Orpozea	Bertha	NP	Highland	OB/GYN
Ransom	Phillis	MD	Highland	OB/GYN
Small	George	MD	Highland	OB/GYN

Knotts	Gwendolyn	NP	Highland	OB/GYN
Wuysang	Kristian	NP	San Bernardino	Family Practice
Durairaj	Damayanthi	MD	San Bernardino	Family Practice
Ranabhat	Ambika	NP	San Bernardino	OB/GYN
Knotts	Gwendolyn	NP	San Bernardino	OB/GYN
Ransom	Phillis	MD	San Bernardino	OB/GYN
Ross	Phyllis	PA	San Bernardino	Family Practice
Aquino	Jesusa	MD	San Bernardino	Pediatrics
Quaye	Laura	NP	San Bernardino	Family Practice
Ross	Phyllis	PA	Baseline	Family Practice
Gould	Marylin	NP	Baseline	Family Practice
Sakounghong	Aroun	PA	Baseline	Family Practice
Aquino	Jesusa	MD	Baseline	Pediatrics
Type	Maretha	NP	Baseline	Family Practice
Remilard	Sana	NP	Baseline	OB/GYN
Oropeza	Bertha	NP	Baseline	OB/GYN
Khabb	Mustafa	MD	Baseline	OB/GYN

EXHIBIT D

HOURS OF OPERATION

Metropolitan Family Medical Clinics will provide services on behalf of Borrego Community Health Foundation to all patients on:

Metropolitan Family Medical Clinic – Fontana	Mon. - Fri. 8:00 am 12:00pm 1:00pm - 5:00pm
Metropolitan Family Medical Clinic – Baseline	Mon. - Fri. 8:00 am 12:00pm 1:00pm - 5:00pm
Metropolitan Family Medical Clinic – Highland	Mon. - Fri. 8:00 am 12:00pm 1:00pm - 5:00pm
Metropolitan Family Medical Clinic – San Bernardino	Mon. - Fri. 8:00 am 12:00pm 1:00pm - 5:00pm
Metropolitan Family Medical Clinic – Foothill	Mon. - Fri. 8:00 am 12:00pm 1:00pm - 5:00pm
Metropolitan Family Medical Clinic – Riverside	Mon. - Fri. 9:00 am 1:00pm 2:00pm - 6:00pm

Changes in the hours of operation require prior approval by BCHF Board of Trustees.

3/30/2021

of 61
Account Detail - Wells Fargo

WELLS FARGO

The Private Bank

COMMERCIAL
BUSINESS
CHECKING

Account
...3014
Routing Numbers
\$179,834.88
Available balance

Activity Summary

Ending collected balance as of 03/29/21 \$264,983.51
Available balance **\$179,834.88**

Routing numbers

Activity

First
Previous
Next

Date	Description	Deposits/Credits	Withdrawals/Debits
Authorized Transactions			
<i>Note: Debit card transaction amounts may change.</i>			
03/30/21	BORREGO COMMUNIT 210330118	\$18,850.00	
03/30/21	BORREGO COMMUNIT 210330091	\$2,200.00	
03/30/21	BORREGO COMMUNIT 210330038	\$13,980.00	
03/30/21	BORREGO COMMUNIT 210330033	\$5,950.00	
03/30/21	BORREGO COMMUNIT 210330172	\$12,400.00	
Posted Transactions			
03/29/21	BORREGO COMMUNIT 210327133 SAN MARCOS MEDICAL GRO	\$6,340.00	
03/29/21	BORREGO COMMUNIT 210327009 SAN MARCOS MEDICAL GRO	\$9,310.00	
03/29/21	BORREGO COMMUNIT 210327191 SAN MARCOS MEDICAL GRO	\$10,120.00	
03/29/21	BORREGO COMMUNIT 210327111 SAN MARCOS MEDICAL GRO	\$10,520.00	
03/29/21	BORREGO COMMUNIT 210327155 SAN MARCOS MEDICAL GRO	\$44,434.48	
Totals		\$858,701.36	\$0.00

Handwritten signature/initials

3/30/2021

Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
03/08/21	BORREGO COMMUNIT 210306165 SAN MARCOS MEDICAL GRO	\$90,000.00	<i>rent</i>
02/24/21	BORREGO COMMUNIT 210224071 SAN MARCOS MEDICAL GRO	\$220.00	
02/24/21	BORREGO COMMUNIT 210224084 SAN MARCOS MEDICAL GRO	\$3,530.00	
02/24/21	BORREGO COMMUNIT 210224082 SAN MARCOS MEDICAL GRO	\$4,740.00	
02/24/21	BORREGO COMMUNIT 210224013 SAN MARCOS MEDICAL GRO	\$6,470.00	
02/24/21	BORREGO COMMUNIT 210224022 SAN MARCOS MEDICAL GRO	\$6,600.00	
02/22/21	BORREGO COMMUNIT 210220019 SAN MARCOS MEDICAL GRO	\$330.00	
02/22/21	BORREGO COMMUNIT 210220138 SAN MARCOS MEDICAL GRO	\$1,990.00	
02/22/21	BORREGO COMMUNIT 210220042 SAN MARCOS MEDICAL GRO	\$3,590.00	
02/22/21	BORREGO COMMUNIT 210220123 SAN MARCOS MEDICAL GRO	\$5,360.00	
02/22/21	BORREGO COMMUNIT 210220153 SAN MARCOS MEDICAL GRO	\$5,880.00	
02/22/21	BORREGO COMMUNIT 210220159 SAN MARCOS MEDICAL GRO	\$11,190.00	
02/11/21	BORREGO COMMUNIT 210211080 SAN MARCOS MEDICAL GRO	\$280.00	
02/11/21	BORREGO COMMUNIT 210211015 SAN MARCOS MEDICAL GRO	\$1,210.00	
02/11/21	BORREGO COMMUNIT 210211058 SAN MARCOS MEDICAL GRO	\$1,710.00	
02/11/21	BORREGO COMMUNIT 210211048 SAN MARCOS MEDICAL GRO	\$2,430.00	
02/11/21	BORREGO COMMUNIT 210211064 SAN MARCOS MEDICAL GRO	\$3,770.00	
02/11/21	BORREGO COMMUNIT 210211056 SAN MARCOS MEDICAL GRO	\$5,000.00	
02/11/21	BORREGO COMMUNIT 210211086 SAN MARCOS MEDICAL GRO	\$5,460.00	
02/11/21	BORREGO COMMUNIT 210211096 SAN MARCOS MEDICAL GRO	\$10,290.00	
02/11/21	BORREGO COMMUNIT 210211052 SAN MARCOS MEDICAL GRO	\$44,936.72	<i>rent</i>
02/11/21	BORREGO COMMUNIT 210211023 SAN MARCOS MEDICAL GRO	\$90,000.00	<i>rent</i>
Totals		\$858,701.36	\$0.00

4532301R

3/30/2021

Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
01/26/21	BORREGO COMMUNIT 210126119 SAN MARCOS MEDICAL GRO	\$60.00	
01/26/21	BORREGO COMMUNIT 210126057 SAN MARCOS MEDICAL GRO	\$60.00	
01/26/21	BORREGO COMMUNIT 210126083 SAN MARCOS MEDICAL GRO	\$110.00	
01/26/21	BORREGO COMMUNIT 210126147 SAN MARCOS MEDICAL GRO	\$500.00	
01/26/21	BORREGO COMMUNIT 210126164 SAN MARCOS MEDICAL GRO	\$950.00	
01/26/21	BORREGO COMMUNIT 210126054 SAN MARCOS MEDICAL GRO	\$1,980.00	
01/26/21	BORREGO COMMUNIT 210126197 SAN MARCOS MEDICAL GRO	\$2,640.00	
01/26/21	BORREGO COMMUNIT 210126074 SAN MARCOS MEDICAL GRO	\$3,720.00	
01/26/21	BORREGO COMMUNIT 210126179 SAN MARCOS MEDICAL GRO	\$5,350.00	
01/26/21	BORREGO COMMUNIT 210126077 SAN MARCOS MEDICAL GRO	\$6,090.00	
01/26/21	BORREGO COMMUNIT 210126025 SAN MARCOS MEDICAL GRO	\$6,980.00	
01/26/21	BORREGO COMMUNIT 210126111 SAN MARCOS MEDICAL GRO	\$8,870.00	
01/26/21	BORREGO COMMUNIT 210126024 SAN MARCOS MEDICAL GRO	\$9,550.00	
01/26/21	BORREGO COMMUNIT 210126055 SAN MARCOS MEDICAL GRO	\$11,130.00	
01/26/21	BORREGO COMMUNIT 210126200 SAN MARCOS MEDICAL GRO	\$14,680.00	
01/26/21	BORREGO COMMUNIT 210126087 SAN MARCOS MEDICAL GRO	\$15,160.00	
01/26/21	BORREGO COMMUNIT 210126050 SAN MARCOS MEDICAL GRO	\$19,080.00	
01/26/21	BORREGO COMMUNIT 210126132 SAN MARCOS MEDICAL GRO	\$26,950.00	
01/20/21	BORREGO COMMUNIT 210120056 SAN MARCOS MEDICAL GRO	\$45,710.72	
01/13/21	BORREGO COMMUNIT 210113076 SAN MARCOS MEDICAL GRO	\$90,000.00	
01/11/21	BORREGO COMMUNIT 210109077 SAN MARCOS MEDICAL GRO	\$450.00	
01/11/21	BORREGO COMMUNIT 210109049 SAN MARCOS MEDICAL GRO	\$7,540.00	
Totals		\$858,701.36	\$0.00

LP4 P
X Rent

3/30/2021

of 61
Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
01/11/21	BORREGO COMMUNIT 210109036 SAN MARCOS MEDICAL GRO	\$13,110.00	
01/11/21	BORREGO COMMUNIT 210109024 SAN MARCOS MEDICAL GRO	\$21,110.00	
01/11/21	BORREGO COMMUNIT 210109040 SAN MARCOS MEDICAL GRO	\$30,300.00	
01/11/21	BORREGO COMMUNIT 210109017 SAN MARCOS MEDICAL GRO	\$31,430.00	
01/07/21	BORREGO COMMUNIT 210107037 SAN MARCOS MEDICAL GRO	\$46,099.44	
Totals		\$858,701.36	\$0.00

or P4P

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First
Previous
Next

*Account Disclosures

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Equal Housing Lender

1/28/2021

of 61
Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
12/14/20	BORREGO COMMUNIT 201212096 SAN MARCOS MEDICAL GRO	\$9,150.00	
12/14/20	BORREGO COMMUNIT 201212059 SAN MARCOS MEDICAL GRO	\$15,380.00	
12/14/20	BORREGO COMMUNIT 201212018 SAN MARCOS MEDICAL GRO	\$18,010.00	
12/07/20	BORREGO COMMUNIT 201205095 SAN MARCOS MEDICAL GRO	\$5,450.00	
12/07/20	BORREGO COMMUNIT 201205034 SAN MARCOS MEDICAL GRO	\$6,050.00	
12/07/20	BORREGO COMMUNIT 201205158 SAN MARCOS MEDICAL GRO	\$8,640.00	
12/07/20	BORREGO COMMUNIT 201205063 SAN MARCOS MEDICAL GRO	\$11,110.00	
12/07/20	BORREGO COMMUNIT 201205014 SAN MARCOS MEDICAL GRO	\$14,180.00	
12/07/20	BORREGO COMMUNIT 201205148 SAN MARCOS MEDICAL GRO	\$20,250.00	
12/02/20	BORREGO COMMUNIT 201202019 SAN MARCOS MEDICAL GRO	\$90,000.00	Rent + RN
11/27/20	BORREGO COMMUNIT 201126122 SAN MARCOS MEDICAL GRO	\$6,090.00	
11/27/20	BORREGO COMMUNIT 201126080 SAN MARCOS MEDICAL GRO	\$11,740.00	
11/27/20	BORREGO COMMUNIT 201126069 SAN MARCOS MEDICAL GRO	\$16,410.00	
11/27/20	BORREGO COMMUNIT 201126105 SAN MARCOS MEDICAL GRO	\$16,450.00	
11/27/20	BORREGO COMMUNIT 201126061 SAN MARCOS MEDICAL GRO	\$19,680.00	
11/27/20	BORREGO COMMUNIT 201126021 SAN MARCOS MEDICAL GRO	\$25,570.00	
11/16/20	BORREGO COMMUNIT 201114132 SAN MARCOS MEDICAL GRO	\$3,170.00	
11/16/20	BORREGO COMMUNIT 201114187 SAN MARCOS MEDICAL GRO	\$5,270.00	
11/16/20	BORREGO COMMUNIT 201114023 SAN MARCOS MEDICAL GRO	\$5,320.00	
11/16/20	BORREGO COMMUNIT 201114055 SAN MARCOS MEDICAL GRO	\$6,310.00	
11/16/20	BORREGO COMMUNIT 201114151 SAN MARCOS MEDICAL GRO	\$11,010.00	
11/16/20	BORREGO COMMUNIT 201114145 SAN MARCOS MEDICAL GRO	\$12,760.00	
Totals		\$3,462,637.98	\$0.00

1/28/2021

of 61
Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
11/16/20	BORREGO COMMUNIT 201114052 SAN MARCOS MEDICAL GRO	\$45,927.44	<i>P 4 P</i>
11/09/20	BORREGO COMMUNIT 201107134 SAN MARCOS MEDICAL GRO	\$1,770.00	
11/09/20	BORREGO COMMUNIT 201107202 SAN MARCOS MEDICAL GRO	\$1,940.00	
11/09/20	BORREGO COMMUNIT 201107200 SAN MARCOS MEDICAL GRO	\$4,420.00	
11/09/20	BORREGO COMMUNIT 201107075 SAN MARCOS MEDICAL GRO	\$10,730.00	
11/09/20	BORREGO COMMUNIT 201107137 SAN MARCOS MEDICAL GRO	\$10,810.00	
11/09/20	BORREGO COMMUNIT 201107062 SAN MARCOS MEDICAL GRO	\$25,470.00	
11/02/20	BORREGO COMMUNIT 201031031 SAN MARCOS MEDICAL GRO	\$90,000.00	<i>Rent + RN</i>
10/30/20	BORREGO COMMUNIT 201030040 SAN MARCOS MEDICAL GRO	\$4,180.00	
10/30/20	BORREGO COMMUNIT 201030032 SAN MARCOS MEDICAL GRO	\$5,310.00	
10/30/20	BORREGO COMMUNIT 201030138 SAN MARCOS MEDICAL GRO	\$6,940.00	
10/30/20	BORREGO COMMUNIT 201030197 SAN MARCOS MEDICAL GRO	\$7,740.00	
10/30/20	BORREGO COMMUNIT 201030101 SAN MARCOS MEDICAL GRO	\$8,480.00	
10/30/20	BORREGO COMMUNIT 201030264 SAN MARCOS MEDICAL GRO	\$10,260.00	
10/23/20	BORREGO COMMUNIT 201023143 SAN MARCOS MEDICAL GRO	\$8,010.00	
10/23/20	BORREGO COMMUNIT 201023186 SAN MARCOS MEDICAL GRO	\$10,120.00	
10/23/20	BORREGO COMMUNIT 201023072 SAN MARCOS MEDICAL GRO	\$10,360.00	
10/23/20	BORREGO COMMUNIT 201023151 SAN MARCOS MEDICAL GRO	\$17,020.00	
10/23/20	BORREGO COMMUNIT 201023172 SAN MARCOS MEDICAL GRO	\$18,120.00	
10/23/20	BORREGO COMMUNIT 201023042 SAN MARCOS MEDICAL GRO	\$27,730.00	
10/16/20	BORREGO COMMUNIT 201016179 SAN MARCOS MEDICAL GRO	\$3,300.00	
10/16/20	BORREGO COMMUNIT 201016036 SAN MARCOS MEDICAL GRO	\$4,260.00	
Totals		\$3,462,637.98	\$0.00

1/28/2021

Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
10/16/20	BORREGO COMMUNIT 201016081 SAN MARCOS MEDICAL GRO	\$5,960.00	
10/16/20	BORREGO COMMUNIT 201016141 SAN MARCOS MEDICAL GRO	\$6,740.00	
10/16/20	BORREGO COMMUNIT 201016085 SAN MARCOS MEDICAL GRO	\$6,890.00	
10/16/20	BORREGO COMMUNIT 201016206 SAN MARCOS MEDICAL GRO	\$26,190.00	
10/09/20	BORREGO COMMUNIT 201009174 SAN MARCOS MEDICAL GRO	\$45,724.48	P4P
10/09/20	BORREGO COMMUNIT 201009101 SAN MARCOS MEDICAL GRO	\$31,660.00	
10/09/20	BORREGO COMMUNIT 201009075 SAN MARCOS MEDICAL GRO	\$15,710.00	
10/09/20	BORREGO COMMUNIT 201009018 SAN MARCOS MEDICAL GRO	\$8,240.00	
10/09/20	BORREGO COMMUNIT 201009176 SAN MARCOS MEDICAL GRO	\$6,290.00	
10/09/20	BORREGO COMMUNIT 201009107 SAN MARCOS MEDICAL GRO	\$5,090.00	
10/09/20	BORREGO COMMUNIT 201009168 SAN MARCOS MEDICAL GRO	\$2,090.00	
10/02/20	BORREGO COMMUNIT 201002173 SAN MARCOS MEDICAL GRO	\$90,000.00	rent + RN
10/02/20	BORREGO COMMUNIT 201002194 SAN MARCOS MEDICAL GRO	\$12,400.00	
10/02/20	BORREGO COMMUNIT 201002175 SAN MARCOS MEDICAL GRO	\$10,320.00	
10/02/20	BORREGO COMMUNIT 201002160 SAN MARCOS MEDICAL GRO	\$6,620.00	
10/02/20	BORREGO COMMUNIT 201002211 SAN MARCOS MEDICAL GRO	\$3,800.00	
10/02/20	BORREGO COMMUNIT 201002009 SAN MARCOS MEDICAL GRO	\$3,520.00	
10/02/20	BORREGO COMMUNIT 201002061 SAN MARCOS MEDICAL GRO	\$1,600.00	
09/25/20	BORREGO COMMUNIT 200925077 SAN MARCOS MEDICAL GRO	\$15,530.00	
09/25/20	BORREGO COMMUNIT 200925057 SAN MARCOS MEDICAL GRO	\$7,630.00	
09/25/20	BORREGO COMMUNIT 200925092 SAN MARCOS MEDICAL GRO	\$7,150.00	
09/25/20	BORREGO COMMUNIT 200925029 SAN MARCOS MEDICAL GRO	\$6,480.00	
Totals		\$3,462,637.98	\$0.00

1/28/2021

of 61
Account Detail - Wells Fargo

Date	Description	Deposits/Credits	Withdrawals/Debits
09/25/20	BORREGO COMMUNIT 200925061 SAN MARCOS MEDICAL GRO	\$5,230.00	
09/25/20	BORREGO COMMUNIT 200925112 SAN MARCOS MEDICAL GRO	\$2,090.00	
09/18/20	BORREGO COMMUNIT 200918060 SAN MARCOS MEDICAL GRO	\$19,210.00	
09/18/20	BORREGO COMMUNIT 200918080 SAN MARCOS MEDICAL GRO	\$18,420.00	
09/18/20	BORREGO COMMUNIT 200918023 SAN MARCOS MEDICAL GRO	\$11,110.00	
09/18/20	BORREGO COMMUNIT 200918181 SAN MARCOS MEDICAL GRO	\$8,980.00	
09/18/20	BORREGO COMMUNIT 200918150 SAN MARCOS MEDICAL GRO	\$8,640.00	
09/18/20	BORREGO COMMUNIT 200918084 SAN MARCOS MEDICAL GRO	\$7,570.00	
09/11/20	BORREGO COMMUNIT 200911193 SAN MARCOS MEDICAL GRO	\$14,320.00	
09/11/20	BORREGO COMMUNIT 200911263 SAN MARCOS MEDICAL GRO	\$10,530.00	
09/11/20	BORREGO COMMUNIT 200911077 SAN MARCOS MEDICAL GRO	\$7,680.00	
09/11/20	BORREGO COMMUNIT 200911246 SAN MARCOS MEDICAL GRO	\$3,580.00	
09/11/20	BORREGO COMMUNIT 200911043 SAN MARCOS MEDICAL GRO	\$3,490.00	
09/11/20	BORREGO COMMUNIT 200911197 SAN MARCOS MEDICAL GRO	\$2,860.00	
09/09/20	BORREGO COMMUNIT 200909010 SAN MARCOS MEDICAL GRO	\$45,432.08	<i>P4 P</i>
09/04/20	BORREGO COMMUNIT 200904010 SAN MARCOS MEDICAL GRO	\$90,000.00	<i>Rent + RN</i>
09/04/20	BORREGO COMMUNIT 200904092 SAN MARCOS MEDICAL GRO	\$18,160.00	
09/04/20	BORREGO COMMUNIT 200904130 SAN MARCOS MEDICAL GRO	\$12,810.00	
09/04/20	BORREGO COMMUNIT 200904119 SAN MARCOS MEDICAL GRO	\$12,070.00	
09/04/20	BORREGO COMMUNIT 200904157 SAN MARCOS MEDICAL GRO	\$11,890.00	
09/04/20	BORREGO COMMUNIT 200904101 SAN MARCOS MEDICAL GRO	\$3,640.00	
09/04/20	BORREGO COMMUNIT 200904113 SAN MARCOS MEDICAL GRO	\$2,110.00	
Totals		\$3,462,637.98	\$0.00

1/28/2021

Date	Description	Deposits/Credits	Withdrawals/Debits
08/28/20	BORREGO COMMUNIT 200828066 SAN MARCOS MEDICAL GRO	\$24,270.00	
08/28/20	BORREGO COMMUNIT 200828216 SAN MARCOS MEDICAL GRO	\$16,320.00	
08/28/20	BORREGO COMMUNIT 200828114 SAN MARCOS MEDICAL GRO	\$14,470.00	
08/28/20	BORREGO COMMUNIT 200828087 SAN MARCOS MEDICAL GRO	\$11,750.00	
08/28/20	BORREGO COMMUNIT 200828125 SAN MARCOS MEDICAL GRO	\$9,330.00	
08/28/20	BORREGO COMMUNIT 200828104 SAN MARCOS MEDICAL GRO	\$9,280.00	
08/21/20	BORREGO COMMUNIT 200821054 SAN MARCOS MEDICAL GRO	\$37,830.00	
08/21/20	BORREGO COMMUNIT 200821048 SAN MARCOS MEDICAL GRO	\$27,010.00	
08/21/20	BORREGO COMMUNIT 200821047 SAN MARCOS MEDICAL GRO	\$14,530.00	
08/21/20	BORREGO COMMUNIT 200821034 SAN MARCOS MEDICAL GRO	\$10,350.00	
08/21/20	BORREGO COMMUNIT 200821081 SAN MARCOS MEDICAL GRO	\$9,250.00	
08/21/20	BORREGO COMMUNIT 200821086 SAN MARCOS MEDICAL GRO	\$4,130.00	
08/14/20	BORREGO COMMUNIT 200814215 SAN MARCOS MEDICAL GRO	\$44,160.00	
08/14/20	BORREGO COMMUNIT 200814179 SAN MARCOS MEDICAL GRO	\$31,750.00	
08/14/20	BORREGO COMMUNIT 200814161 SAN MARCOS MEDICAL GRO	\$10,820.00	
08/14/20	BORREGO COMMUNIT 200814011 SAN MARCOS MEDICAL GRO	\$8,970.00	
08/14/20	BORREGO COMMUNIT 200814007 SAN MARCOS MEDICAL GRO	\$7,750.00	
08/14/20	BORREGO COMMUNIT 200814244 SAN MARCOS MEDICAL GRO	\$6,900.00	
08/11/20	BORREGO COMMUNIT 200811012 SAN MARCOS MEDICAL GRO	\$45,363.28	P 4 P
08/04/20	BORREGO COMMUNIT 200804055 SAN MARCOS MEDICAL GRO	\$90,000.00	Rent + RN
07/31/20	BORREGO COMMUNIT 200731216 SAN MARCOS MEDICAL GRO	\$80,928.20	P 4 P 1st half of 2020
07/23/20	BORREGO COMMUNIT 200723008 SAN MARCOS MEDICAL GRO	\$90,000.00	Rent + RN

Totals **\$3,462,637.98** **\$0.00**

1/28/2021

of 61
Account Detail - Wells Fargo


Date	Description	Deposits/Credits	Withdrawals/Debits
06/30/20	BORREGO COMMUNIT 200628053 SAN MARCOS MEDICAL GRO	\$319,360.00	
05/28/20	BORREGO COMMUNIT 200528012 SAN MARCOS MEDICAL GRO	\$300,000.00	
05/12/20	BORREGO COMMUNIT 200512031 SAN MARCOS MEDICAL GRO	\$239,542.50	
04/17/20	BORREGO COMMUNIT 200417181 SAN MARCOS MEDICAL GRO	\$345,000.00	
04/03/20	BORREGO COMMUNIT 200403035 SAN MARCOS MEDICAL GRO	\$225,000.00	
Totals		\$3,462,637.98	\$0.00

[Back to top](#)

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*Account Disclosures

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

 Equal Housing Lender

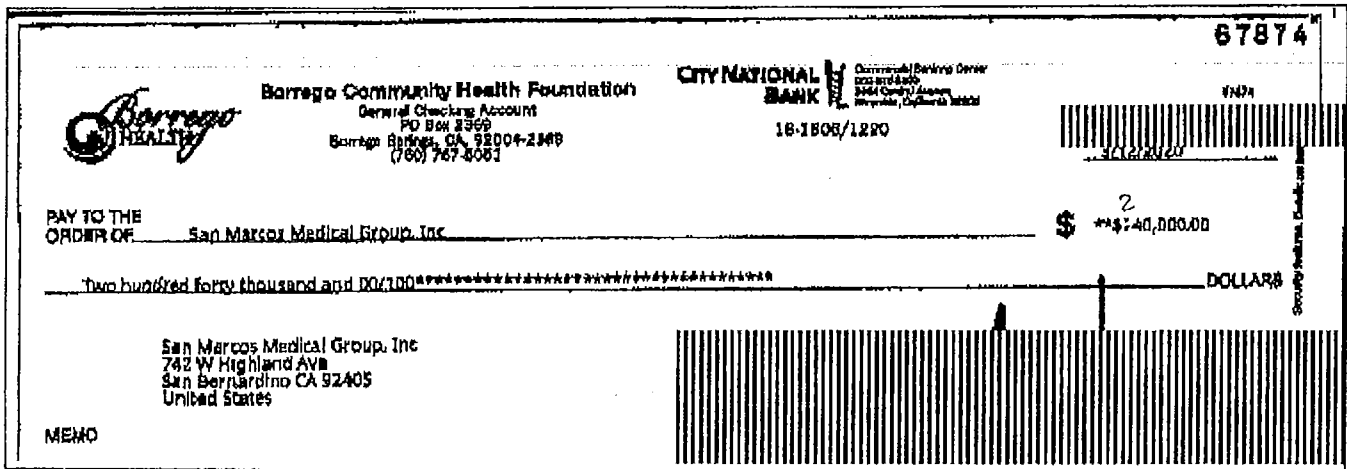
1/28/2021

WELLS FARGO

The Private Bank

Check Details

Item #	Bank	Account #	Check #	Amount
1	CITY NATL BK	...1993	67874	\$240,000.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

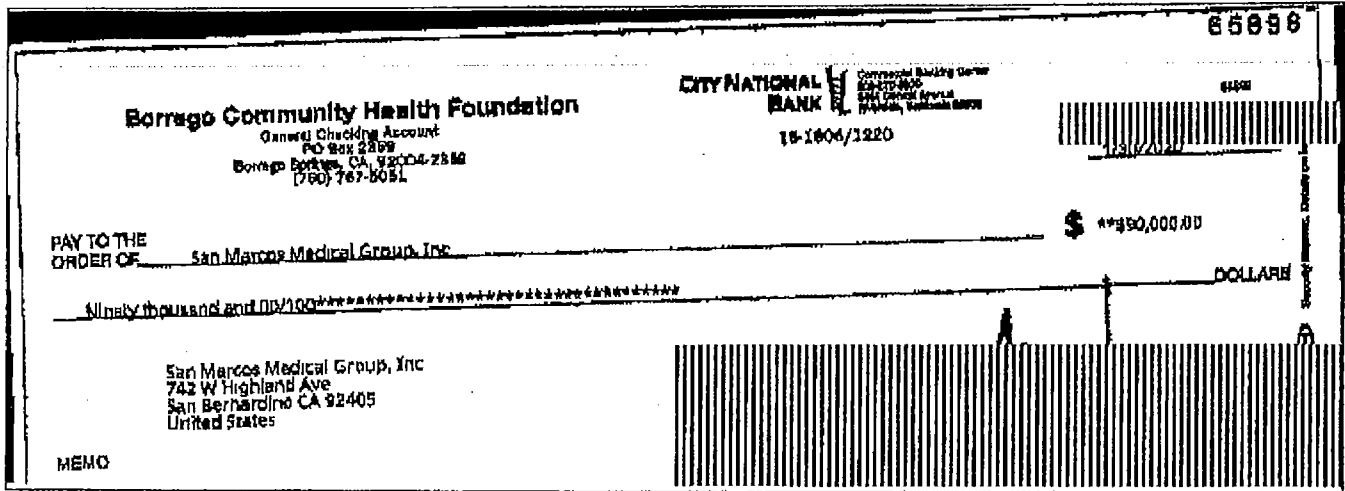
1/28/2021

WELLS FARGO

The Private Bank

Check Details

Item #	Bank	Account #	Check #	Amount
1	CITY NATL BK	...1993	65898	\$90,000.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

Rent + RN

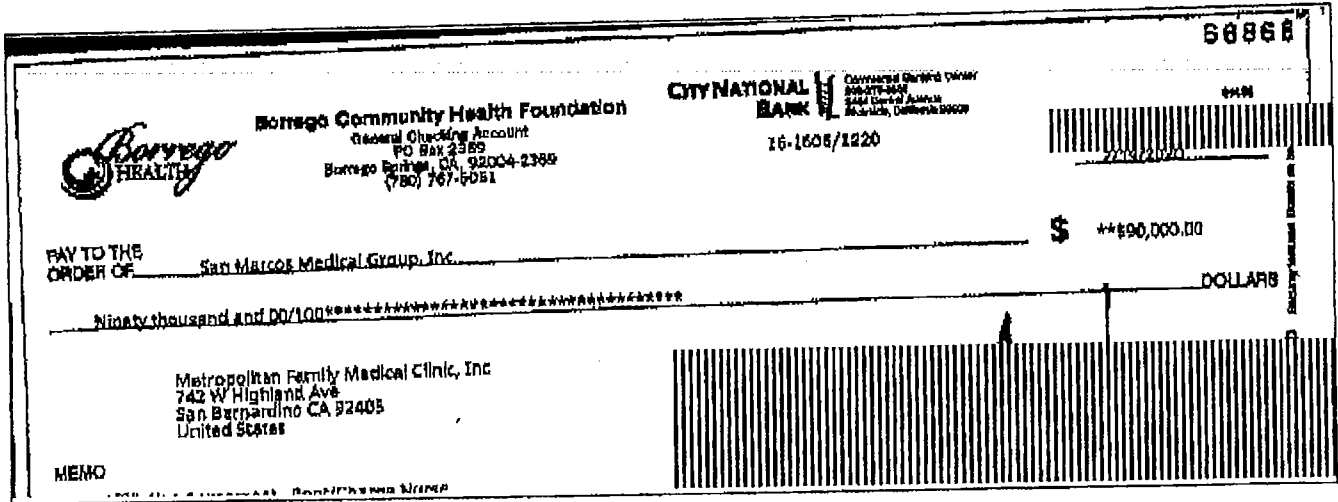
1/28/2021

WELLS FARGO

The Private Bank

Check Details

Item #	Bank	Account #	Check #	Amount
1	CITY NATL BK	...1993	66866	\$90,000.00



For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

Rent + RN

73296

Borrego HEALTH **Borrego Community Health Foundation** **CITY NATIONAL BANK** Commercial Banking Center
800-276-8800
2482 Camino Avenida
Riverside, California 92503

General Checking Account
PO Box 2369
Borrego Springs, CA, 92004-2369
(760) 767-5051

16-1606/1220

08/7/2020

PAY TO THE ORDER OF SAN MARCOS MEDICAL GROUP, INC \$ ****\$20,790.00**

Twenty thousand seven hundred ninety and 00/100***** DOLLARS

San Marcos Medical Group, Inc
Metropolitan Family Medical Clinic, Inc
742 W. Highland Ave
San Bernardino CA 92405
United States

MEMO
Professional Service Date Received: 07/11/20 - 07/17/20

AUTORIZED SIGNATURE

⑈073296⑈ ⑆122016066⑆ 075261993⑈

73295

Borrego HEALTH **Borrego Community Health Foundation** **CITY NATIONAL BANK** Commercial Banking Center
800-276-8800
2482 Camino Avenida
Riverside, California 92503

General Checking Account
PO Box 2369
Borrego Springs, CA, 92004-2369
(760) 767-5051

16-1606/1220

08/7/2020

PAY TO THE ORDER OF SAN MARCOS MEDICAL GROUP, INC \$ ****\$37,980.00**

Thirty-seven thousand nine hundred eighty and 00/100***** DOLLARS

San Marcos Medical Group, Inc
Metropolitan Family Medical Clinic, Inc
742 W. Highland Ave
San Bernardino CA 92405
United States

MEMO
Professional Service Date Received: 07/11/20 - 07/17/20

AUTORIZED SIGNATURE

⑈073295⑈ ⑆122016066⑆ 075261993⑈

73298

Borrego HEALTH Borrego Community Health Foundation
 General Checking Account
 PO Box 2369
 Borrego Springs, CA, 92004-2369
 (760) 767-5051

CITY NATIONAL BANK Commercial Banking Center
 505 7th Street
 34th Street
 Riverside, California 92503
 16-1606/1220

08/7/2020

PAY TO THE ORDER OF SAN MARCOS MEDICAL GROUP, INC \$ **\$29,330.00

Twenty-nine thousand three hundred thirty and 00/100***** DOLLARS

San Marcos Medical Group, Inc
 Metropolitan Family Medical Clinic, Inc
 742 W. Highland Ave
 San Bernardino CA 92405
 United States

MEMO
 Professional Service Date Received: 07/11/20 - 07/17/20

AUTORIZED SIGNATURE

Security Features. Details on back.

⑈073298⑈ ⑆122016066⑆ 075261993⑈

73299

Borrego HEALTH Borrego Community Health Foundation
 General Checking Account
 PO Box 2369
 Borrego Springs, CA, 92004-2369
 (760) 767-5051

CITY NATIONAL BANK Commercial Banking Center
 505 7th Street
 34th Street
 Riverside, California 92503
 16-1606/1220

08/7/2020

PAY TO THE ORDER OF SAN MARCOS MEDICAL GROUP, INC \$ **\$17,420.00

Seventeen thousand four hundred twenty and 00/100***** DOLLARS

San Marcos Medical Group, Inc
 Metropolitan Family Medical Clinic, Inc
 742 W. Highland Ave
 San Bernardino CA 92405
 United States

MEMO
 Professional Service Date Received: 07/11/20 - 07/17/20

AUTORIZED SIGNATURE

Security Features. Details on back.

⑈073299⑈ ⑆122016066⑆ 075261993⑈

73297

Borrego HEALTH Borrego Community Health Foundation
 General Checking Account
 PO Box 2369
 Borrego Springs, CA, 92004-2369
 (760) 767-5051

CITY NATIONAL BANK Commercial Banking Center
 308 7th Street
 2484 Central Avenue
 Riverside, California 92503
 16-1606/1220

08/7/2020

PAY TO THE ORDER OF SAN MARCOS MEDICAL GROUP, INC \$ ****\$58,060.00**

Fifty-eight thousand sixty and 00/100***** DOLLARS

San Marcos Medical Group, Inc
 Metropolitan Family Medical Clinic, Inc
 742 W. Highland Ave
 San Bernardino CA 92405
 United States

MEMO
 Professional Service Date Received: 07/11/20 - 07/17/20

AUTORIZED SIGNATURE

⑈073297⑈ ⑆122016066⑆ 075261993⑈

73294

Borrego HEALTH Borrego Community Health Foundation
 General Checking Account
 PO Box 2369
 Borrego Springs, CA, 92004-2369
 (760) 767-5051

CITY NATIONAL BANK Commercial Banking Center
 308 7th Street
 2484 Central Avenue
 Riverside, California 92503
 16-1606/1220

08/7/2020

PAY TO THE ORDER OF SAN MARCOS MEDICAL GROUP, INC \$ ****\$14,670.00**

Fourteen thousand six hundred seventy and 00/100***** DOLLARS

San Marcos Medical Group, Inc
 Metropolitan Family Medical Clinic, Inc
 742 W. Highland Ave
 San Bernardino CA 92405
 United States

MEMO
 Professional Service Date Received: 07/11/20 - 07/17/20

AUTORIZED SIGNATURE

⑈073294⑈ ⑆122016066⑆ 075261993⑈

	A	B	C	D
1				
3				
4				
5	2020 Encounters			
6				
7		Encounter	Chg Amt	Chg total
8	Totals for FPACT (3252)	3252	130	422760.00
9	Totals for HMO (30308)	30308	110	3333880.00
10	Totals for IEHP (7393)	7393	110	813230.00
11	Totals for Medicaid Fee For Service (8768)	8768	130	1139840.00
12	Totals for MediCal Others (951)	951	25	23775.00
13	Totals for Medicare (1632)	1632	130	212160.00
14	Totals for Molina (248)	248	110	27280.00
15				
16	TOTALS (52552)			5972925.00
17				
18				

	A	of 61 B	C	D
5	Encounters 1-1-21 to 3-31-2021			
6				
7		Chg Amt	Chg Count	Enc Age
8	Totals for Molina (173)	173	110	19030
9	Totals for MediCal Others (279)	279	25	6975
10	Totals for Medicaid Fee For Service (1827)	1827	130	237510
11	Totals for IEHP (1848)	1848	110	203280
12	Totals for HMO (6941)	6941	110	763510
13	Totals for FPACT (689)	689	130	89570
14				
15	TOTALS (11757)	11757		1319875
16				
17				
18				

Notice Recipients

District/Off: 0974-3

User: Admin.

Date Created: 7/3/2024

Case: 22-02384-LT11

Form ID: pdf01

Total: 4

Recipients of Notice of Electronic Filing:

aty	Steven W Golden	sgolden@pszjlaw.com
aty	Tania M. Moyron	tania.moyron@dentons.com

TOTAL: 2

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	BORREGO COMMUNITY HEALTH FOUNDATION,	587 Palm Canyon Dr.	Suite 208	Borrego
	Springs, CA 92004			
aty	Samuel Ruven Maizel	Dentons US LLP	601 South Figueroa Street	Suite 2500 Los Angeles,
	CA 90017			

TOTAL: 2