



MISSION

It is our mission to deliver quality healthcare to the residents of and visitors to Big Bear Valley through the most effective use of available resources.

VISION

To be the premier provider of emergency medical and healthcare services in our Big Bear Valley.

**NOTICE AND CALL OF A
SPECIAL MEETING OF THE
BOARD OF DIRECTORS
WEDNESDAY, JULY 16, 2025 @ 3:00 P.M.
OPEN SESSION @ 1:00 P.M. MAIN CONFERENCE ROOM
41870 GARSTIN DRIVE, BIG BEAR LAKE, CA. 92315**

NOTICE IS HEREBY GIVEN that a Special Meeting of the Board of Directors for the Bear Valley Community Healthcare District will be held on Wednesday, July 16, 2025 @ 3:00 p.m. at the Bear Valley Community Healthcare District 41870 Garstin Drive, Big Bear Lake, CA. 92315.

Open Session will begin at
3:00 p.m. in the Hospital Main Conference Room.

A copy of the agenda is attached hereto.

Dated: July 15, 2025

A handwritten signature in cursive script that reads "Nicole Wheeler".

Nicole Wheeler
Medical Staff Coordinator



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To be the premier provider of emergency medical and healthcare services in our Big Bear Valley.

SPECIAL BOARD OF DIRECTORS BUSINESS MEETING AGENDA

WEDNESDAY, JULY 16, 2025 @ 3:00 P.M.

OPEN SESSION @ 3:00 P.M. – MAIN CONFERENCE ROOM

41870 GARSTIN DRIVE, BIG BEAR LAKE, CA. 92315

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Chief Executive Officer's Office and are available for public inspection or purchase at 10 cents per page with advance written notice. In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a District meeting or other services offered by the District, please contact Administration (909) 878-8214. Notification at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **DOCUMENTS RELATED TO OPEN SESSION AGENDAS (SB 343)** -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the public counter located in the Administration Office, located at 41870 Garstin Drive, Big Bear Lake, CA 92315. For questions regarding any agenda item, contact Administration at (909) 878-8214.

OPEN SESSION

1. CALL TO ORDER

Steven, Baker President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA *

5. PUBLIC FORUM FOR OPEN SESSION

This is the opportunity for persons to speak on items of interest to the public within subject matter jurisdiction of the District, but which are not on the agenda. Any person may, in addition to this public forum, address the Board regarding any item listed on the Board agenda at the time the item is being considered by the Board of Directors.

(Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.)

***PUBLIC RESPONSE IS ENCOURAGED AFTER MOTION, SECOND AND
PRIOR TO VOTE ON ANY ACTION ITEM***

6. DIRECTORS' COMMENTS

7. OLD BUSINESS*

- None

8. NEW BUSINESS*

- A. Discussion and Potential Approval of Resolution No. 24/580 Resolution of the Board of Directors of Bear Valley Community Healthcare District Determining, Certifying and Directing 2025-2026 Special Tax Levies Within the District
- B. Discussion and Potential Approval of the Lionakis ASA #4 Amendment
- C. Discussion and Potential Approval of the VEMA Medical Staffing Agreement for Direct Hire Placement of U.S.-Trained New Graduate Nurses
- D. Discussion and Potential Approval of JWT & Associates, LLP Auditors Service Agreement

9. ADJOURNMENT*

*** Denotes Actions Items**



**SPECIAL BUSINESS BOARD MEETING
ROLL CALL ATTENDANCE**

JULY 16, 2025

☒ **STEVE BAKER**

☒ **PETER BOSS, MD**

☐ **JACK BRINER**

☒ **ELLEN CLARKE**

☐ **MARK KALIHER, RN**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
41870 Garstin Drive, PO Box 1649
Big Bear Lake, CA 92315**

RESOLUTION NO. 25-480

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
DETERMINING, CERTIFYING, AND DIRECTING 2025-2026
SPECIAL TAX LEVIES WITHIN THE DISTRICT**

WHEREAS, more than two-thirds (2/3) of the voters voting at an election within Bear Valley Healthcare District on June 24, 2025, approved a measure authorizing this Board of Directors to adopt a resolution levying a special tax upon all taxable parcels of real property within the District in the amount on an annual basis of \$40.00 per parcel; and

WHEREAS, this Board of Directors finds that it is in the best interest of the District to impose the special tax allowed by law for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Bear Valley Community Healthcare District as follows:

SECTION 1. The special tax for the fiscal year 2025-2026 shall be \$40.00 per parcel.

SECTION 2. "Parcel of real property" as used in this Resolution shall mean any contiguous unit if improved or unimproved property held in separate ownership, including, but not limited to, any single family residence, and condominium unit, as defined in Civil Code Section 783, or any unit of real property subject to the California Subdivided Lands Act (Business and Professions Code Sections 11000 and following).

SECTION 3. The special tax shall be levied upon all unimproved and improved parcels of real property, except for parcels owned by any other local, federal, or state government agency, or any parcel of property that is exempt from the special tax pursuant to any provision of the state or federal constitutions or any paramount law.

SECTION 4. The special tax imposed shall be collected in the same manner, on the same dates, and subject to the same penalties and interest in accordance with established dates, as, or with, other charges and taxes fixed and collected by the County of San Bernardino on behalf of Bear Valley Community Healthcare District, and the County may deduct its reasonable costs incurred for such service before remittal of the balance to the District.

SECTION 5. The special tax, together with all penalties and interest thereon shall constitute a lien upon the parcels upon which it is levied until it has been paid, and the special tax, together with all penalties and interest thereon, shall until paid, constitute a personal obligation to the District by the persons who own the parcel on the date the tax is due.

SECTION 6. The Secretary of this Board of Directors shall certify to the adoption of this Resolution and transmit a certified copy thereof to the Clerk of the Board of Supervisors and to the County Auditor of San Bernardino County. The Secretary and the District's legal counsel are authorized and instructed to take such further action as may be necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED this ____ day of July 2025, by the following vote:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Steven H. Baker
President, Board of Directors
Bear Valley Community Healthcare District

Date

ATTEST:

Ellen Clarke
Secretary, Board of Directors
Bear Valley Community Healthcare District

Date

ADDITIONAL SERVICES AMENDMENT: ASA #4

Client Name: Evan J. Rayner – Chief Executive Officer, BVCHD
Project Name: BVCHD New Hospital Campus & Related Services
Job Number: Lionakis 023148
Date: July 11, 2024

Contractual Requirements:

Reference:

- Original Project Contract (PD) executed February 15, 2024.
- ASA #1 (Additional Topo Survey) executed June 6, 2024.
- ASA #2 (USDA PAR) submitted May 20, 2024, pending authorization.
- ASA #3 (Extended Pre-Design) executed January 9, 2025.

Change Required and Reason/Scope:

See attached "Exhibit A" for Scope of Services and Compensation.

Contract breakdown as follows:

CONTRACT SUMMARY

Description	Fees	Reimbursables	Total
Original Contract (PD)	\$467,285.00	\$23,364.00	\$490,649.00
ASA #1 (Topo)	\$3,800.00	\$0.00	\$3,800.00
Pending ASA #2 (PAR)	\$25,000.00	\$0.00	\$25,000.00
ASA #3 (Extended PD)	\$265,800.00	\$0.00	\$265,800.00
ASA #4 (Expanded PD)	<u>\$561,710.00</u>	<u>\$15,000.00</u>	<u>\$576,710.00</u>
Total	\$1,323,595.00	\$38,364.00	\$1,361,959.00

Impact to Reimbursables: \$15,000.00

New Contract Amount (including this Amendment): \$1,361,959.00

Schedule: Reference attached Exhibit A: ASA #4 Scope of A/E Services

Change Requested by: Owner.

We look forward to continuing our work with you on this project. Please do not hesitate to contact me if you require further information.

Respectfully,



Ben Wilkerson
Associate Principal

Enclosure(s):
Exhibit A: ASA #4 Scope of A/E Services

Client's signature below authorizes Lionakis to begin work on the scope described above. Client agrees to compensate Lionakis for services rendered while the parties work to finalize a formal Professional Services Agreement.

Authorization to Proceed:

Name and Title

Signature

Date



2050 Main Street Suite
400 Irvine CA 92614
P:949.955.1919
F:949.955.9175
www.lionakis.com

July 11, 2025

Evan J. Rayner
Chief Executive Officer, BVCHD
41870 Garstin Dr, Big Bear Lake
CA 92315

**Re: BVCHD New Hospital Campus & Related Services
Exhibit A: ASA #4 Scope of A/E Services
Expanded Pre-Design | Existing Hospital/SNF Facility Assessment
Lionakis 023148**

Dear Evan,

Thank you for giving us the opportunity to provide this proposal for A/E Services for Expanded Pre-Design for the above mentioned project located at 41870 Garstin Drive, Big Bear Lake CA, 92315.

DESCRIPTION OF PROJECT

BVCHD is seeking to evaluate the scope and associated costs of seismically upgrading their existing hospital facility to meet SPC 4D/NPC 5 compliance, ensuring continued operation beyond 2030.

As part of this effort, they are also evaluating the potential for two new building additions—one to expand Nursing Services (including Medical-Surgical and Intensive Care Units), and another to enhance Emergency Services. Additionally, they aim to increase the bed capacity within their Skilled Nursing Facility (SNF).

BVCHD has a target project cost: \$100 million.

This proposal addresses these objectives through two feasibility studies:

- Study #1: Seismic Upgrades
- Study #2: Hospital/SNF Renovation & Expansion

The scope of these studies is outlined in the attached **Exhibit B – Scope of Work Matrix**.

The following is an overall estimated schedule for this project:

Pre-Design:	<i>[4] months (Complete)</i>
Extended Pre-Design:	<i>[5] months (Complete)</i>
Expanded Pre-Design:	[4] months from Notice to Proceed (NTP)
Schematic Design:	<i>Excluded (Future)</i>
Design Development:	<i>Excluded (Future)</i>
Construction Documents:	<i>Excluded (Future)</i>
Bid/Plan Check:	<i>Excluded (Future)</i>
Construction Administration:	<i>Excluded (Future)</i>
Close Out:	<i>Excluded (Future)</i>

BVCHD New Hospital Campus & Related Services
 Exhibit A: ASA #4 Scope of A/E Services
 Expanded Pre-Design | Existing Hospital/SNF Facility Assessment
 Lionakis 023148
 July 11, 2025
 Page 2 of 5

The following design team members ("A/E Team") will provide services included in this proposal:

BASIC SERVICES:

Discipline	Firm
Architectural	Lionakis (w/ NM&R)
Structural Engineering	Lionakis
Mechanical Engineering	WSP
Plumbing Engineering	WSP
Electrical Engineering	WSP

SUPPLEMENTAL SERVICES:

Discipline	Firm
Low Voltage	WSP
Fire Alarm / Fire Sprinkler	WSP
Civil	APD Consultants, Inc.
Cost Estimating	Cumming Group
Helipad Design	Heliplanners
Food Service Design	Webb
Medical Equipment Planning	Criterion

Lionakis Architectural services are described below. Lionakis Structural and other Consultant services are described in the attached proposals.

BVCHD New Hospital Campus & Related Services
 Exhibit A: ASA #4 Scope of A/E Services
 Expanded Pre-Design | Existing Hospital/SNF Facility Assessment
 Lionakis 023148
 July 11, 2025
 Page 3 of 5

SCOPE OF ARCHITECTURAL ENGINEERING SERVICES:

PHASE 10: PRE-DESIGN

Additional Phase Duration: [4] months.

Architectural:

1. *Additional Meetings:*
 - a. [12] Online/phone meeting(s).
 - i. [8] Bi-weekly check-in meetings with JLL.
 - ii. [4] Monthly progress meetings with BVCHD.
 - b. [2] In-person meeting(s).
2. *Additional Site visits:* [2] total (aligned with In-person meetings).
3. *Additional Tasks & Deliverables:*
 - a. As outlined in the attached **Exhibit B – Scope of Work Matrix**, Lionakis will complete Architectural tasks marked with an “X”, as well as oversee the completion of all other tasks.
 - b. Lionakis will develop concept sketches and narratives for both Study #1 and Study #2 to define scopes of work, assess feasibility, estimate Rough Order of Magnitude (ROM) costs, and support grant applications outlined in Exhibit B.

CLARIFICATIONS

Unless specifically stated otherwise in the above Scope of Services, the following clarifications apply to this Proposal for A/E Services:

1. Clarifications set forth in prior executed agreements remain applicable unless otherwise specified below.
2. The scope described in this ASA is in addition to previously executed scope.
3. Lionakis services shall be limited to those expressly set forth above. If the scope of work or deliverables are not specifically listed above, they are not considered part of this agreement. Lionakis shall have no other obligations, responsibility, or deliverables for the project except as agreed to in writing or as provided in the Master Agreement.
4. Reference attached Consultant proposals for clarifications specific to their scope of work.
5. In the event there is a substantial change to the project scope, schedule, or construction budget, we reserve the right to renegotiate the fee.
6. The following consultants are not included in this portion of the work:
 Acoustical, Art Consultant, Furniture, Interior Design, Plant Consultant (Interior), Geotechnical Engineer, Hydrology Analysis, Storm Water Control, Environmental Planning, Landscape, Traffic, Hazardous Material, IT Voice/Data Systems, Audio/Visual Systems, Nurse Call Systems, Pneumatic Tube Systems, Elevator Design, Specialty Lighting Design, Medical Physicist/Lead Shielding, R/F Shielding, Move Management, Energy Consultant, Security, Signage, Waterproofing, Exterior Envelope, Vibration, Environmental.
7. Meetings and/or site visits more than the amounts set forth in the Scope of Services may be requested and arranged subject to additional fee consideration.
8. Hazardous materials identification and/or mitigation is excluded from the scope of work.
9. The Owner will provide record drawings of the building systems for review and use as our backgrounds. The A/E team will make a reasonable effort to investigate existing conditions. Destructive/ extensive investigation and preparing measured as-built CAD drawings are excluded from the scope of work.
10. This feasibility study does not include an exhaustive/comprehensive evaluation of the existing utilities. This will be required during future phases to develop detailed plans for NPC compliance. For the purposes of this feasibility study, the A/E team will look above ceiling where possible to photograph existing conditions and spot check record drawings.
11. It is assumed that the documentation required to apply for the grant applications listed in this proposal will not require documents beyond what is anticipated for Study 1. If extensive documentation is required beyond this, additional services may be required.

BVCHD New Hospital Campus & Related Services
 Exhibit A: ASA #4 Scope of A/E Services
 Expanded Pre-Design | Existing Hospital/SNF Facility Assessment
 Lionakis 023148
 July 11, 2025
 Page 4 of 5

COMPENSATION

Our fee for **Study #1: Seismic Upgrades** (Basic and Supplemental) described herein will be earned on a **Fixed Fee** basis in the amount of **Two Hundred Ninety-Eight Thousand Six-Hundred Fifteen and 00/100 Dollars (\$298,615.00)** plus reimbursable expenses not expected to exceed **Eight Thousand and 00/100 Dollars (\$8,000.00)**.

Our fee for **Study #2: Hospital/SNF Renovation & Expansion** (Basic and Supplemental) described herein will be earned on a **Fixed Fee** basis in the amount of **Two Hundred Sixty-Three Thousand Ninety-Five and 00/100 Dollars (\$263,095.00)** plus reimbursable expenses not expected to exceed **Seven Thousand and 00/100 Dollars (\$7,000.00)**.

Reimbursable expenses are estimated based on 5% of the design fee and include costs incurred directly related to the Project including but not limited to printing and reproductions, postage, handling and delivery of Instruments of Service, and travel-related expenditures.

BASIC SERVICES: Expanded Pre-Design

Discipline	Study #1	Study #2
Architectural	\$107,400.00	\$175,800.00
Civil Engineering	\$8,180.00	\$8,670.00
Structural Engineering	\$76,800.00	\$0.00
Mechanical Engineering	\$12,400.00	\$14,800.00
Plumbing Engineering	\$13,395.00	\$10,575.00
Electrical Engineering	\$13,780.00	\$12,720.00
Total Fee – Basic Services	\$231,955.00	\$222,565.00

SUPPLEMENTAL SERVICES: Expanded Pre-Design

Discipline	Study #1	Study #2
Low Voltage	\$7,050.00	\$6,110.00
Fire Alarm / Fire Sprinkler	\$6,110.00	\$3,290.00
Cost Estimating	\$10,300.00	\$11,900.00
Food Service Design	\$9,000.00	\$10,000.00
Medical Equipment Planning	\$34,200.00	\$3,150.00
Helipad Design	\$0.00	\$6,000.00
Total Fee – Supplemental Services	\$66,660.00	\$40,450.00
Total Fee – Basic and Supplemental Services	\$298,615.00	\$263,015.00
Estimated Reimbursable Expenses	\$8,000.00	\$7,000.00
Grand Total	\$306,615.00	\$270,015.00

BVCHD New Hospital Campus & Related Services
Exhibit A: ASA #4 Scope of A/E Services
Expanded Pre-Design | Existing Hospital/SNF Facility Assessment
Lionakis 023148
July 11, 2025
Page 5 of 5

We look forward to continuing our work with you on this project. Please do not hesitate to contact me or Laurie McCoy if you require further information.

Respectfully,



Ben Wilkerson
Associate Principal

Enclosure(s):

Exhibit B: Scope of Work Matrix

Exhibit C: Area of Work

Exhibit D: Fee Schedule 2025

Exhibit E: Consultant Proposals

- Lionakis Structural Engineering dated July 7, 2025.
- APD Consultants, Inc. dated June 30, 2025.
- WSP dated July 9, 2025.
- Cumming Group dated July 2, 2025.
- Webb dated July 2, 2025.
- Criterion dated July 1, 2025.
- Heliplanners dated July 11, 2025.

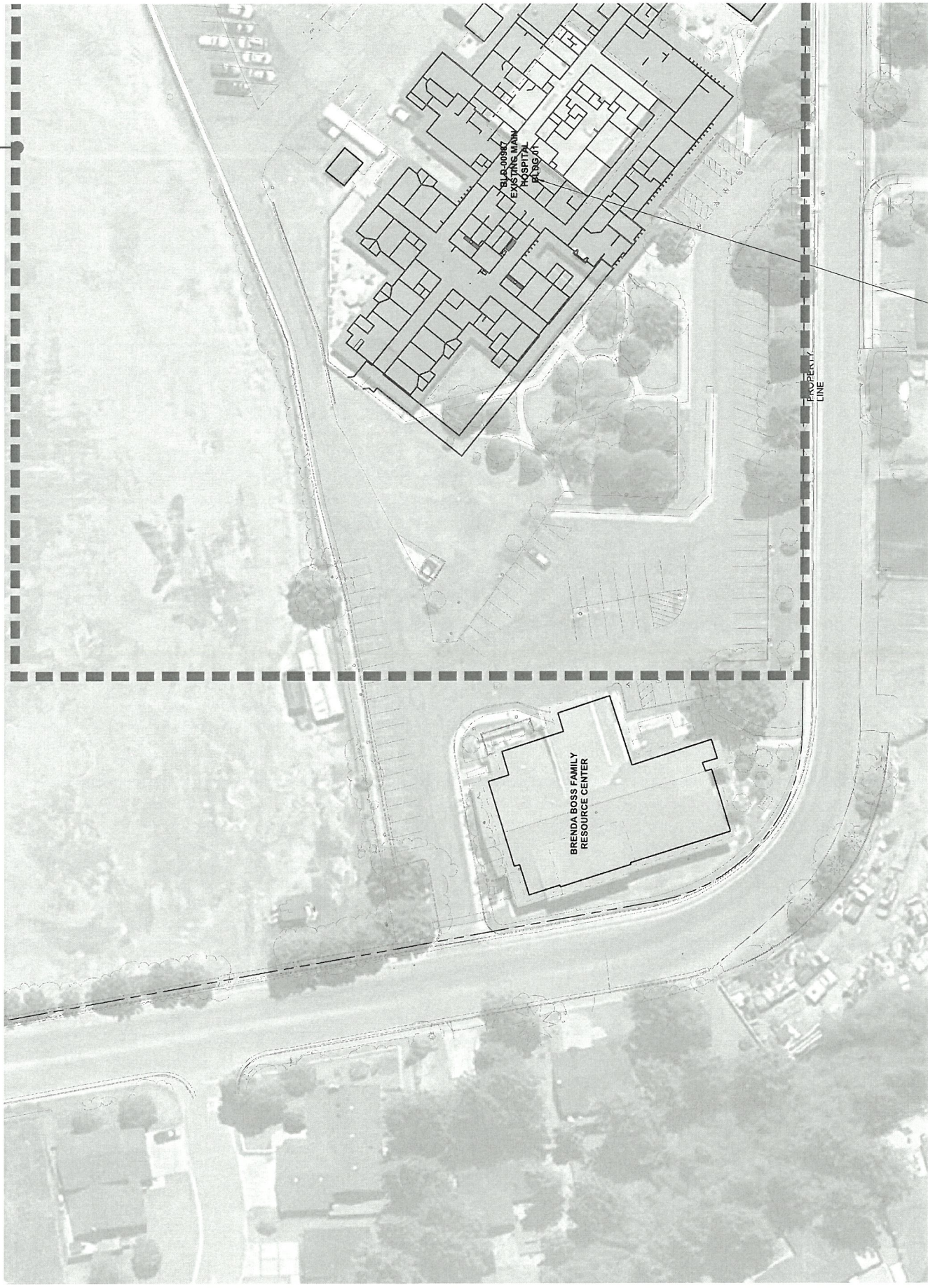
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT | New Campus Hosp
Expanded Pre-Design | Existing Hospital/SNF Facility Assessm
 July 11, 2025

Lionakis 023148		Lionakis		NMR	Rick Wood	W/S	
Task		Arch	Struct	Med Plan	Local Arch	Mech	Plun
Study #1: Seismic Upgrades (SPC/NPC)							
1. Administrative Planning:							
a. Design Team: Architectural/ Structural/ MEP/ Cost Estimator.							
b. Develop workplan.		X					
c. Assist BVCHD with documents required to complete the following HCAI applications:							
i. Seismic Compliance Plan.		X	X				
ii. Non-Structural Performance (NPC) 3 and NPC 4 extensions.		X	X				
iii. Assembly Bill (AB) 869, and Policy Intent Notice (PIN) 80 – HCAI's policy for implementing AB 869 for the 3-year extension beyond January 1, 2030, for Critical Access Hospitals.		X	X				
• Hospitals requesting a delay must submit their seismic compliance plan by January 1, 2026.							
d. Assist BVCHD with documents required to apply for the following grants:							
i. HCAI Small and Rural Hospital Relief Program (SRHRP).		X	X				
ii. Hazardous Mitigation Grant Program (HMGP).		X	X				
• Requires Structural Performance Category (SPC) 4D conceptual study to be completed by September 2025. Possibly NPC conceptual study too.							
e. Provide rough order of magnitude (ROM) costs for Items 2 through 4 below.		X					
2. SPC 4D Study – Hospital & CUP:							
a. Collect and review structural as-builts.			X				
b. Visit site to survey existing structural conditions (to the extent possible).			X		X		
c. Attend an informal meeting with HCAI to confirm approach to MTCAP.		X	X				
d. Determine scope of structural upgrades via one of two paths to compliance: ASCE 41 or 1980's California Building Code (CBC).			X				
e. Establish scope of architectural impacts (i.e., phasing, fire and life safety, restoration/renovation).		X					
f. Prepare Scoping Document summarizing SPC 4D upgrade scope of work.		X	X				
3. NPC 3, 4, and 5 Study – Hospital & CUP:							
a. NPC 3 and NPC 4							
i. Collect and review as-built documents for all disciplines (A/S/MEP).		X	X			X	X
ii. Visit the site to survey existing utility conditions: MEP equipment, utility routes and sizes, bracing and anchorage (to the extent possible).			X			X	X
iii. Inventory existing medical & dietary equipment and provide schedule as a basis of determining anchorage requirements.							
iv. Determine scope of utilities requiring anchorage/ bracing. Document deficiencies to be corrected.			X				
v. Evaluate lifespan of existing equipment and make recommendation to remain or replace.						X	X

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT | New Campus Hosp
Expanded Pre-Design | Existing Hospital/SNF Facility Assessm
 July 11, 2025

Lionakis 023148		Lionakis		NMR	Rick Wood		WS
Task		Arch	Struct	Med Plan	Local Arch	Mech	Plun
b. NPC 5							
i. Calculate size of potable and wastewater storage tanks.							X
ii. Determine optimal site location and utility routing.							X
iii. Confirm 96-hour fuel capacity.							
c. Prepare Scoping Document summarizing NPC 3, 4, and 5 upgrade scope of work.		X	X			X	X
4. Existing Infrastructure Deficiencies:							
a. Determine scope of work to repair known existing utility maintenance issues (i.e., plumbing, electrical, etc.).		X	X			X	X
Study #2 – Hospital/SNF Renovation & Expansion							
1. Administrative Planning:							
a. Design Team: Architectural/ Medical Planner/ Structural/ MEP/ Civil/ Heliplanners/ Cost Estimator.							
b. Develop workplan.		X			X		
c. Attend an informal meeting with HCAI/CDPH to confirm approach.		X			X		
d. Develop overall Project Schedule.		X			X		
e. Prepare ROM costs for Items 2 through 4 below.		X					
2. Explore new expansions to the existing Hospital, including programming and conceptual layouts for the following program elements:							
a. Nursing Units (size per new CAH program) -							
i. 10-bed Medical-Surgical (Med-Surg) Unit.		X			X		
ii. 4-bed Intensive Care Unit (ICU).		X			X		
b. Emergency Services - Basic Emergency Department (ED) (smaller version w/ potential for future expansion).		X			X		
<i>Note: Existing ED designed to serve 4,000 patients/ year. Currently serving 11,000-12,000 patients/ year during seasonal surges.</i>							
3. Define existing Hospital renovation scope required to support new building expansions by:							
a. Identifying renovation triggers (i.e., accessibility, fire and life safety, etc.).		X			X		
b. Reviewing existing departments and support services.		X			X		
c. Assessing need for upgrades to existing CUP, equipment, and utilities.		X				X	X
d. Evaluating site impacts to vehicular/pedestrian circulation, parking, helipad, underground utility routes etc.		X			X	X	X
e. Developing phasing plan options and packaging opportunities.		X			X	X	X
f. Planning phasing and interim housing/ move management strategies (i.e., phasing construction of expansions to occur prior to seismic/utility upgrades). Confirm with HCAI proposed phasing sequences that would allow for the interim location of departments freeing up space for renovations.		X			X	X	X
g. Documenting existing systems that will require future upgrades and/or interface		✓				✓	✓

AREA OF WORK



**FEE SCHEDULE**

Effective January 1, 2025 – December 31, 2025

CLASSIFICATION

Principal	\$305.00
Associate Principal	\$285.00
Senior Associate	\$275.00
Director of Healthcare Planning	\$275.00
Director of Accessibility	\$275.00
Director of Specifications	\$265.00
Director of Sustainability	\$265.00
Director of Planning	\$265.00
Associate	\$265.00
Project Director	\$245.00
Senior Project Manager	\$235.00
Specifications Writer	\$235.00
Project Manager	\$225.00

ARCHITECTURAL SERVICES

Senior Architect	\$225.00
Architect II	\$210.00
Senior Job Captain	\$210.00
Job Captain	\$200.00
Architect I	\$200.00
Designer III	\$180.00
Designer II	\$170.00
Designer I	\$160.00
Specification Technician	\$160.00

INTERIOR DESIGN SERVICES

Interior Project Director	\$230.00
Senior Interior Designer	\$210.00
Project Interior Designer	\$185.00
Interior Designer III	\$170.00
Interior Designer II	\$155.00
Interior Designer I	\$145.00

STRUCTURAL ENGINEERING SERVICES

Senior Engineer	\$225.00
Engineer II	\$215.00
BIM Manager	\$210.00
Engineer I	\$205.00
Senior BIM Technician	\$195.00
Structural Designer III	\$190.00
BIM Technician II	\$180.00
Structural Designer II	\$180.00
Structural Designer I	\$170.00
BIM Technician I	\$170.00

PROJECT SUPPORT SERVICES

Graphics Creative Director	\$225.00
Senior Graphic Designer	\$190.00
Graphic Designer	\$160.00
Senior Project Coordinator	\$145.00
Project Coordinator	\$135.00
Staff Technician	\$125.00

Reimbursables Direct Cost + 10%
Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.
 Mileage per IRS standard rate



2025 Nineteenth Street
Sacramento CA 95818
P: 916.558.1900
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www.lionakis.com

7/7/2025

Evan Rayner
Chief Executive Officer
Bear Valley Community Healthcare District
41870 Garstin Drive P.O. Box 1649
Big Bear Lake, CA 92315

Re: Proposal for A/E Services | SPC 4D Evaluation
Client #TBD | Lionakis 023148

Dear Evan,

Lionakis is pleased to submit our fee proposal for your Bear Valley Community Hospital SPC 4D Evaluation project.

DESCRIPTION OF PROJECT

In 1995 the state passed SB1953 enacting the requirement to replace or update hospital buildings across the State. Since then, the Bill has been amended and supplemented with various strategies to help hospitals achieve compliance with SB1953. First a brief explanation of terminology: The Bill is primarily driven by ranking hospitals in two categories: Non-structural Performance Category (NPC) and Structural Performance Category (SPC). The latest SB1953 strategy pertains to the SPC rating allowing buildings to less than current code requirements and be in service beyond 2030.

Your building is currently rated SPC2 which will require replacement or retrofit by 2030. Up until January 2016 an upgrade to SPC5 or current code was required for continued use of your facility. The new strategy (SPC4D) allows a retrofit to a 1980's level of code compliance and allows for analysis of the building based on retrofit standards (ASCE 41) which are less stringent than current code. It is an attempt to re-engage with hospitals that are seeking a better alternative than losing a cornerstone building on their campus.

Your building is a two-story building where the partial second story houses mechanical equipment. The building is a wood shear wall building constructed in the 1970's based on the 1970 UBC. As part of the design efforts, we have reviewed the previous SPC 4D analysis dated 9/22/18 and performed an initial review of the as-builts to inform this proposal.

Based on the above project description, we propose a scope of Services and Deliverables as follows:

SERVICES FOR THIS PROPOSAL (AND FUTURE)

Evaluation and Pre-Design - SPC

- Owner to retain Geotechnical Engineer for updated soils report to satisfy SPC 4D 1980's compliance path.
- Review as-builts and develop preliminary design.
- Develop design Criteria for submittal to HCAI (required to validate approach).
- Provide Narrative and schematic drawings documenting design approach.
- (Future) Material Testing and Condition Assessment Program (MTCAP)
 - Field Observation documenting existing building condition and comparison to as-builts.
 - Material Condition Data Collection
 - Document Labels and markings
 - Develop Material Testing Plan of locations and quantities – Phase I and Phase II
 - Foundations – sampling and rebar
 - Material Testing and Condition Assessment
- (Future) Develop SPC 4D evaluation reports.

Design Phase – SPC

- (Future) SPC 4D Construction Drawings suitable for submittal to SSC and for developing a preliminary cost estimate.
- (Future) Submit package to Seismic Compliance Unit.
- (Future) Respond to comments as necessary to obtain approval for retrofit approach.
- (Future) Develop drawings and calculations suitable or approval by HCAI and submit to HCAI.
- (Future) Respond to comments as necessary to obtain approval for retrofit approach.

Evaluation and Pre-Design - NPC

- Field Observation documenting existing conditions.
- Provide Narrative field report documenting existing condition.
- (Future) Analysis and calculations to develop recommendations.

Design Phase - NPC

- (Future) NPC Construction Drawings suitable for developing a preliminary cost estimate.
- (Future) Develop drawings and calculations suitable or approval by HCAI and submit to HCAI.

SCHEDULE

Estimated schedules below may overlap however we don't recommend the Structural Analysis phase to overlap Material Testing by more than 1 month.

- Services identified above in Evaluation and Pre-Design – SPC – 8 weeks (including 4 weeks HCAI response time)
- (Future) Design Phase – SPC – TBD
- Services identified above in Evaluation and Pre-Design – NPC – 3 weeks
- (Future) Design Phase – NPC – TBD

CLARIFICATIONS

1. Geotechnical engineer is required for submittal to assess differential settlement and may be necessary for verification of the existing foundations.
2. This proposal does not include accessibility but can be provided as a separate proposal.
3. Permit, plan check, inspection and other agency fees are not included in this proposal.

DELIVERABLES/MILESTONES

Compliance Plan

Design Criteria

Narrative and SD drawings for SPC design approach

(Future) MTCAP

(Future) MTCAP DD Drawings

(Future) MTCAP CD Drawings 50% complete

(Future) MTCAP CD Drawings 100% complete

(Future) MTCAP reports

(Future) SPC 4D site work and evaluation

Geotech Report (by owner)

(Future) SPC4D CD Drawings 50% complete

(Future) SPC4D CD Drawings 100% complete

NPC 4 initial site work and evaluation

Narrative Field report documenting existing condition

(Future) NPC 4 site work and evaluation

(Future) NPC4 CD Drawings 50% complete

(Future) NPC4 CD Drawings 100% complete

COMPENSATION

This proposal is a Lump Sum fee of seventy-six thousand eight hundred and 00/100 (\$ 76,800) plus reimbursable expenses. Please note as mentioned above that there are significant savings to performing the design and gaining approval concurrently. Lionakis' hourly rate schedule is attached.

Phase	Fee
Services identified above in Evaluation and Pre-Design – SPC	\$51,200
Services identified above in Evaluation and Pre-Design – NPC	\$25,600
Total Contract Amount:	\$ 76,800

1. Additional Services required will be performed after a mutually agreed upon scope, schedule adjustment and compensation value has been determined.

2. Time and Materials services required will be billed utilizing the most current Lionakis fee schedule in effect at the time of performing the required services.
3. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at 1.1 times actual cost. These charges include but are not limited to expenses incurred which are related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$5000.
4. If this proposal is acceptable, please let us know and we will attach to a contractual agreement. Proposed fees are valid only for the assumptions presented in this proposal and this proposal is valid for a period of sixty (60) days from the document date.

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Kerry Volker if you require any more information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Melcher', written in a cursive style.

Matt Melcher, SE, S4629
Principal



June 30, 2025

JN: 23124

Ben Wilkerson | AIA | Associate Principal

Lionakis

2050 Main Street, Suite 400

Irvine, CA 92614

Re: Seismic Upgrades and Hospital/SNF Renovation & Expansion Study for Bear Valley Health - 41850 Garstin Dr, Big Bear Lake, CA 92315

Dear Mr. Wilkerson,

APD agrees to perform and furnish the following services:

A- Seismic Upgrades of Existing Hospital Facility:

- 1) Assist the design team in determining optimal locations of potable and wastewater storage tanks and their utility routings.
- 2) Assist in preparation of scoping documents summarizing NPC 3, 4, and 5 upgrade scope of work.
- 3) Assist design team in scope of work required to repair/upgrade existing deficient utility lines. i.e. location of trenching, grading, etc.
- 4) Conduct one site visit.
- 5) Attend Microsoft Team meetings for this study.

B- Existing Hospital/SNF Renovation & Expansion:

- 1) Evaluate site impacts to vehicular/pedestrian circulation, parking, helipad, underground utility routes, etc.
- 2) Attend Microsoft Team meetings for this study.

Total Fees for the Project will be as follows:

- **Seismic Upgrades of Existing Hospital Facility.....\$8,180**
 - **Existing Hospital/SNF Renovation & Expansion.....\$8,670**
- TOTAL PROJECT FEES: \$16,850**

Assumptions:

- 1- All digital files of the site plan showing proposed building expansion, in AutoCAD format, will be furnished by the Client.

The following are **excluded** from the above services:



- 1- Reimbursable expenses such as blueprints, reproductions, courier, mileage, and overnight delivery are not included.
- 2- Any unforeseen requests or additions to the scope requested by the client, City of Big Bear Lake, or any relevant agency.
- 3- Plan check or governmental fees.
- 4- Topographic survey (conventional field) site visits are not required and will not be part of the scope of services of this proposal.

If this proposal meets with your approval, please sign in the space provided below and return to APD. We will execute and return one copy to you for your files.

Should you have any questions, please do not hesitate to call me at my office (949) 601-4626 or on my cell (714) 488-2240.

Sincerely,

APD Consultants, Inc.

A handwritten signature in black ink, appearing to read "Robbie Mahmood", written over a horizontal line.

Robbie Mahmood, P.E.
Principal

CLIENT:

CONSULTANT:

(Signature)

(Signature)

(Print Name)

By: **APD Consultants, Inc.**

Date: _____

Date: _____



July 9, 2025

Ben Wilkerson
Associate Principal
Lionakis
2050 Main Street, Suite 400
Irvine CA 92614

Re: BVCHD Existing Hospital SPC/NPC Assessment/Renovation & Expansion (2025US439538)
Engineering / Consulting Proposal and Professional Service Agreement

Dear Ben:

Thank you for the opportunity to collaborate with your firm on this project. We are pleased to provide this proposal to furnish engineering / consulting services for the above-referenced project. Our total fee is **\$100,310.00**, the details of which are provided in Exhibit B in this document.

Please contact me if you have any questions and/or comments regarding this proposal.

If you find the scope and fees acceptable, please execute this agreement accepting the terms and conditions stated herein. If we are directed to proceed prior to the execution of a contract, the terms outlined in our proposal/agreement shall prevail until such time as an agreement is fully executed.

This proposal will remain open for thirty (30) days from July 10, 2025

Sincerely,
WSP

Megan Henry

Megan Henry
Assistant Vice President – Electrical Engineer

Copy to: Sherene Zinniker, WSP

[https://wsponlinenam.sharepoint.com/sites/US-SGT1/PropBldg/PropBldg District/2025/2025US439538_BVCHD_Existing_Hospital_SPCNPC_AssessmentRenovation_&_Expansion/2025US439538 BVCHD Existing Hospital SPCNPC Assessment.docx](https://wsponlinenam.sharepoint.com/sites/US-SGT1/PropBldg/PropBldg%20District/2025/2025US439538_BVCHD_Existing_Hospital_SPCNPC_AssessmentRenovation_&_Expansion/2025US439538%20BVCHD_Existing_Hospital_SPCNPC_Assessment.docx) Proposals/California



EXHIBIT B – COMPENSATION

1. Compensation for the scope of services in accordance with the attached exhibit(s) shall be based upon the following fixed fee(s):

Engineering/Consulting Services	Study #1 Fee	Study #2 Fee
Mechanical	\$ 12,400.00	\$ 14,800.00
Electrical	\$ 13,780.00	\$ 12,720.00
Plumbing	\$ 13,395.00	\$ 10,575.00
Low Voltage	\$ 7,050.00	\$ 6,110.00
FP/FS	\$ 6,110.00	\$ 3,290.00
TOTAL	\$ 52,735.00	\$ 47,495.00
Future Additional Services (if required)		
Additional Site Visits – Per person / per visit (6 hours)	\$ 1,600.00	\$ 1,600.00

2. Reimbursable expenses are in addition to the compensation listed above and shall include costs for reproductions (copies, binding, blueprints, CADD plotting), mileage, parking costs, postage and messenger delivery charges, transportation (auto rental, taxi, bus, airfare), meals, and lodging, plus other expenses incurred in connection with out-of-town travel (must be approved by Client). Also, they may include costs associated with photographic production techniques, renderings, models, mockups, etc. (with client approval), plus any additional insurance coverage or limits, including professional liability insurance that is requested by Client in excess of that normally carried. Billing for allowed reimbursable expenses will be as follows: **Cost plus 10%**



3. For additional services, such as changes to the scope of work after commencement of Contract Documents or preparation of record drawings of existing conditions, the Client shall pay the Engineer on an **hourly** basis as follows:

2025 Hourly Billing Rates – Engineering / Consulting Services:

Professional services including, Acoustics, Audio-visual, Commissioning, Electrical, Enclosures, Fire Protection, Lighting, Mechanical, Plumbing, Security, Sustainability, Technologies, and Telecommunications:

Senior Vice President	\$375
Vice President	\$310
Assistant Vice President	\$265
Lead Consultant / Senior Lead Technician	\$235
Senior Consultant / Lead Technician	\$200
Consultant / Senior Technician	\$175
Associate Consultant / Specialist Technician	\$145
Assistant Consultant / Sr. Coordinator Technician	\$130
Sr. Project Coordinator / Coordinator Technician	\$120
Technician Assistant / Coordinator / Project Coordinator	\$110
Administration	\$95

The above hourly rate schedules are firm for twelve months from date of execution of contract with an annual escalation of 5% thereafter.

-----END-----



EXHIBIT C – ENGINEERING AND CONSULTING SCOPE OF SERVICES DESCRIPTIONS

Professional Services

We will provide facility condition assessment services.

Engineering / Consulting Basic Scope of Services Options

Based upon the indicated Professional Services, the following specific Scope of Services options are included in this scope.

Scope Included	Basic Engineering / Consulting / Design Service Description
<input checked="" type="checkbox"/>	Mechanical Engineering services.
<input checked="" type="checkbox"/>	Electrical Engineering services.
<input checked="" type="checkbox"/>	Plumbing Engineering services.
<input type="checkbox"/>	Structural Engineering services.
<input type="checkbox"/>	Architectural Lighting Design services.
<input type="checkbox"/>	Utility Company Coordination services.
<input type="checkbox"/>	Energy & Sustainability Consulting services.
<input checked="" type="checkbox"/>	Fire Protection Engineering services.
<input checked="" type="checkbox"/>	Seismic compliance study and Hospital expansion study for Fire Alarm and Fire Sprinkler.
<input type="checkbox"/>	Renewables services.
<input checked="" type="checkbox"/>	Technology System Design services.
<input checked="" type="checkbox"/>	Structured Cabling System Design services.
<input checked="" type="checkbox"/>	Nurse Call System Design services
<input type="checkbox"/>	Audio / Visual System Design services.

Project Specific Scope Clarifications

Study #1 - NPC 3, 4, 5 Study

NPC 3 & 4

1. Collect and review as-built documents for all disciplines (MEPT).
2. Visit the site to survey existing utility conditions: MEP equipment, utility routes and sizes, branch and anchorage (by Structural), to the extent possible.
3. Evaluate lifespan of existing equipment and make recommendations to remain or replace.

NPC 5

1. Calculate size of potable water and wastewater storage tanks.
2. Determine optimal site location and utility routing.
3. Confirm 96-hour fuel capacity.
4. Prepare scoping documents summarizing NPC-3, 4, 5 upgrade scope of work.



Existing Infrastructure Deficiencies

1. Determine scope of work to repair known existing utility maintenance issues (i.e.: plumbing, electrical, etc.).

Study #2 - Hospital/SNF Renovation & Expansion

Define existing Hospital renovation scope required to support new building expansions by:

1. Assessing need for upgrades to existing CUP, equipment, and utilities.
2. Evaluating site impacts to vehicular/pedestrian circulation, parking, helipad, underground utility routes, etc.
3. Developing phasing plan options and packaging opportunities.
4. Planning phasing and interim housing/move management strategies (i.e.: phasing construction of expansions to occur prior to seismic/utility upgrades). Confirm with HCAI proposed phasing sequences that would all for the interim location of department freeing up space for renovation.
5. Documenting existing systems will require future upgrades and/or interface with the new expansions (i.e.: nurse call, fire alarm, BMS controls, etc.).

Scope includes (1) one site visit per discipline. Refer to “Future Additional Services (if required)” added to compensation table for additional site visits.

Engineering / Consulting Sub-Consultants

Sub-consultants are not proposed for this project.

Engineering / Consulting Design and Construction Administration Phases

Phases Included	Phase Descriptions
<input checked="" type="checkbox"/>	070 Facility Assessment.
<input type="checkbox"/>	Schematic Design Phase services.
<input type="checkbox"/>	Design Development Phase services.
<input type="checkbox"/>	Construction Document Phase services (includes Building Department services).
<input type="checkbox"/>	Construction Administration Phase services (includes Bidding services).

Engineering / Consulting Design Phase Meeting(s)

Design Meeting(s): Assume all meetings are virtual. If in person required refer to “Future Additional Services (if required)” added to compensation table.

Construction Administration Phase Visit(s)

CA Visit(s): N/A visit(s) per scope exhibit.

Engineering / Consulting Permit Packages and Construction Phase(s)

Number of Permit Package(s): N/A

Number of Construction Phase(s): N/A



LEED Design and Certification

Although we can provide these services, this scope of work does not include design or commissioning related scope efforts in pursuit of a LEED certification.

Building Information Model (BIM) Services

Although we can provide these services, this scope of work does not include assistance in creating a Building Information Model (BIM). AutoCAD will be the primary design authoring tool.

Record Drawing Drafting Services

Although we can provide these services, this scope of work does not include any CAD/BIM drafting of as-built conditions.

Commissioning Scope of Services

Although we can provide these services, this scope of work does not include in any commissioning efforts or services. Our basic engineering services includes any required coordination and BOD documentation as required by a third-party commissioning agent.

-----END-----



EXHIBIT C(FCA) – FACILITY CONDITION ASSESSMENT SERVICES

A. FACILITY ASSESSMENT SERVICES:

1. Review as built / record documentation provided by Client.
2. Consultant will visually review the reasonably accessible portions of the existing facilities to ascertain in general the accuracy of the Project's applicable "as built" documentation, taking such photographs and preparing such documents for consultant's internal use as are in consultant's judgment appropriate and economically justified; but these services will not involve the preparation of detailed "as built," nor any detailed surveys, any destructive investigation or inspection or any testing of materials or equipment.
3. Confer with the Tenant, Building Engineer and/or Property Manager to determine nature of condition of existing systems.
4. Prepare written report in the consultant's standard format and present to Client.

B. OPTIONAL ADDITIONAL SERVICES AVAILABLE AT AN ADDITIONAL FEE:

1. Construction documents and/or construction administration services.
2. Conduct load calculations to validate equipment sizing.

C. SERVICES NOT INCLUDED:

1. Cost estimates – although coordination with the project's cost estimator is included.
2. Physical inspection and inventory of any existing equipment and systems (a review of record documents and visual review of readily observable installation is included).

-----END-----

CUMMING GROUP

120 Vantis Drive
Suite 510
Aliso Viejo, CA 92656

T 949 900 0440

cumming-group.com

July 2, 2025

Ben Wilkerson, AIA
Associate Principal
Lionakis

Re: Bear Valley

Dear Ben:

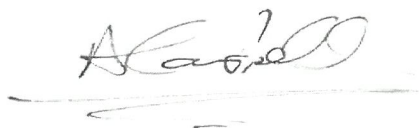
Thank you for contacting Cumming regarding the above project. As requested, we are submitting the following lump sum fee proposal for cost management services. The following is a breakdown of our proposed scope of services:

1. Project Overview
2. Cost Manager Scope of Work
3. Executive Cost Management Proposal
4. Hourly Rates
5. Adding Value
6. Qualifications/Exclusions

Please note that to proceed, we will require an interim email Notice to Proceed until a formal written contract is sent to our office. Upon receiving a formal contract, a signed copy will promptly be sent in return.

We look forward to working with you and the rest of the design team on this project. Should you have any questions or comments about any aspect of the proposal, please do not hesitate to contact me.

Very truly yours,



Alan Campbell, MRICS
Managing Director
Cumming Management Group, Inc.

Cc:

1. Project Overview

1.1. The project scope includes,

Renovations of the existing Bear Valley facility, study will be in two parts, seismic upgrades (SPD and NPC) and hospital/SNF renovation and expansion. Anticipated project budget is around \$100M.

2. Cost Manager Scope of Work

2.1. Cumming will prepare Rom estimates for both studies.

3. Executive Cost Management Proposal

3.1. Our cost management proposal is a Lump Sum Fee based on one estimate per design milestone identified in the draw down (see below) and the total proposed fee is the lump sum due for payment. We will be billing periodically for our services.

Total Proposed Lump Sum Fee (\$)

\$22,200

3.2. The following is a breakdown of how we propose to draw down the lump sum fee proposal at each stage of the design. Please note this does not constitute a cost per stage unless we otherwise agree to this in writing. If an estimate at any stage is not required, advanced notice in writing, during the preceding stage, will be required. Any adjustment to the Lump Sum Fee also needs to be agreed in advance.

	<i>Draw Down</i>	<i>Total Hours</i>	<i>Total Fee (\$)</i>
	<i>Seismic Upgrades (SPD & NPC) ROM</i>		\$10,300
	<i>Hospital Renovation/Expansion ROM</i>		\$11,900
	<i>Total Proposed Fee (\$)</i>		\$22,200

4. Hourly Rates

<i>Position</i>	<i>Hourly Rate (\$)</i>
<i>Managing Director</i>	\$255
<i>Associate Director, Lead</i>	\$225
<i>Senior Cost Manager</i>	\$200
<i>Cost Manager</i>	\$190

5. Adding Value

- 5.1. Detailed Budgets — Our comprehensive budget estimates are based on well researched cost data and contain a level of detail more extensive than industry standard. This ensures a realistic and accurate basis for the project and, when combined with comprehensive cost control services, prevents budget overruns.
- 5.2. Forward Looking Solutions — Our continual analysis of productivity, material, labor, and micro & macro level market conditions ensure our budgets and estimates are in line with market trends.



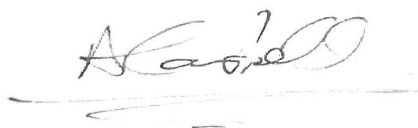
- 5.3. Early identification of "Scope Creep" — Our methodology enables us to identify "Scope Creep" early before it impacts the project. Without early identification, the design is so advanced by bid time that the extent of cost cutting late in the day is limited. This may result in either accepting cost overruns or delaying the project to allow costly redesign.
- 5.4. Value Engineering — Cumming will provide value engineering analysis services in support of the project team if required.

6. Qualifications/Exclusions

- 6.1. This proposal is prepared in accordance with our standard terms and conditions (available on request). CMG qualifications and standard terms supersede any other terms and conditions unless expressly clarified at the time of signing.
- 6.2. Proposal is open for acceptance for 90 days.
- 6.3. Proposed fees are based on a natural evolution of the design through the typical stages. Additional scope which is not typical design development will be considered as an add service.
- 6.4. Proposal is based on receiving one complete design package in pdf format.
- 6.5. Typical turnaround time for milestone estimates is 20 working days.
- 6.6. Any scope of work not specifically mentioned in this proposal is excluded. This includes but is not limited to; inclusion of options and alternates, value engineering, estimate reconciliation, bid analysis, replacement building costs analysis, Construction Administration (including COR reviews) and Project Monitoring.
- 6.7. Soft costs including Owner contingency and Owner Soft Cost Management are excluded from the estimate unless requested in the RFP.

Signed;

Signed;



Alan Campbell, Managing Director
For Cumming Management Group, Inc.

Ben Wilkerson
For Lionakis





July 2, 2025

FOODSERVICE FEASIBILITY STUDY AGREEMENT

This agreement between **Webb Foodservice Design** and

Lionakis
2050 Main Street, Suite 400
Irvine, CA 92614

Webb Foodservice Design agrees to furnish Design Services for:

Bear Valley Community Healthcare District (BVCHD)
Existing Hospital SPC/NPC Assessment/ Renovation & Expansion
Big Bear Lake, CA

PROJECT DESCRIPTION & SCOPE:

Lionakis has requested a foodservice feasibility study from Webb Foodservice Design (Webb) for the BVCHD Existing Hospital SPC/NPC Assessment/ Renovation & Expansion study. This fee proposal is based on our understanding of the following project assumptions as listed below:

- Foodservice Study Scope: BVCHD is now exploring the feasibility of seismically upgrading their existing hospital facility to meet SPC 4D/NPC 5 compliance, ensuring continued operation beyond 2030. Additionally, they aim to increase the bed capacity within their Skilled Nursing Facility (SNF). An updated study for foodservice/ dietary programs is requested.
- Project Schedule: Both studies occur simultaneously over a (4) month period.
 - Study #1: Seismic Upgrades (SPC/NPC)
 - Study #2: Hospital/SNF Renovation & Expansion
- Project Cost: \$100m
- Exclusions: The purpose of the proposal is for a Feasibility Study only. Additional design phases will be provided in a future proposal.

Significant changes beyond the assumptions listed above will require additional services.

Webb will work in collaboration with the design team and project stakeholders for the development of the foodservice study.

**Foodservice
Design**

P 714.508.1880
1530 S. Lewis St.
Anaheim, CA 92805
webbfdsd.com

FEASIBILITY STUDY PHASE:

- (1) Site visit to review existing conditions.
- Review existing dietary equipment and review for seismic and code compliance.
- Determine renovation/expansion requirements of existing dietary to expanded Acute Care and SNF beds.
- Provide input on renovation phasing strategies.
- Collaboration with end users to define future foodservice goals and objectives.
- Collaboration with design team to determine building and infrastructure conditions and constraints.
- Develop foodservice sketches and diagrams as needed to develop study options.
- Review CDPH and licensing compliance of the existing space.
- Review OSHPD compliance for the existing space.

DELIVERABLES:

- Provide written report to include the following:
 - Project goals and assumptions
 - Existing condition and code compliance findings
 - 2-3 recommended options to include: advantages and disadvantages, diagrams, sketches, and infrastructure impact.
 - Final recommendations

MEETINGS:

The total number of project meetings below is included in the base fee. Additional meetings can be added according to the optional services listed below.

Onsite (Project Location)	1
Via Video Conference	4
Total	5

FEE SCHEDULE:

The fees for the above services are as follows:

Foodservice Study #1

Site Visit and Assessment	\$3,000.00
Feasibility Study & Report	\$6,000.00
Total	\$9,000.00

Foodservice Study #2

Assessment	\$2,000.00
Feasibility Study & Report	\$8,000.00
Total	\$10,000.00

Optional Services:

Additional onsite meetings/ per meeting	\$1,000.00
Additional virtual meetings/ per meeting	\$350.00
Existing equipment asset inventory (detailed)	\$ inquire for fee
Conceptual digital renderings	\$ inquire for fee

REIMBURSEMENT CHARGES:

Reimbursements (allowance)	\$500.00
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Mileage (per IRS guidelines)
Courier & Reproduction Costs

Rental Car or Rideshare
Lodging and Subsistence

HOURLY COMPENSATION RATES:

Time spent on revisions to work previously approved will be billed at the base hourly rate or overtime rate commensurate with the classification of personnel completing the work, per our current rate schedule which may be revised from time to time. Revision fees include charges to work previously performed and approved by the Client. Our current base rate schedule is as follows:

Principal	\$260.00
Associate Principal	\$225.00
Project Manager	\$200.00
Associate Project Manager	\$175.00
Accounting	\$175.00
Job Captain	\$150.00
Administration	\$125.00

ENGAGEMENT & PROJECT SCOPE

CLIENT	Ben Wilkerson AIA Senior Associate Lionakis 2050 Main Street, Suite 400 Irvine, CA 92614	
OWNER	Bear Valley Community Healthcare District (BHCHD)	
PROJECT	Existing Hospital SPC/NPC Assessment/Renovation & Expansion	
LOCATION	Big Bear Lake, CA	
SERVICES	Study #1: Seismic Upgrades (SPC/NPC) <ul style="list-style-type: none"> Option 1: Existing Equipment Inventory Option 2: Seismic Reinforcement Survey 	Study #2: Hospital/SNF Renovation & Expansion <ul style="list-style-type: none"> Pre-Design Support
SCOPE	<p><i>Criterion will provide consulting services for all Group I (Fixed), Group II (Major Moveable) and Group III (Minor Moveable) equipment slated for the project.</i></p> <p>Per the email from Lionakis on 6-26-2025, BVCHD is exploring options to upgrade their current facility. Study #1: Seismic Upgrades (SPC/NPC) will assess the feasibility of seismically upgrading their existing hospital to meet SPC 4D/NPC 5 compliance. Study #2: Hospital/SNF Renovation & Expansion will evaluate the potential for two new building additions – one to expand Nursing Services with Med-Surg and ICU and another to enhance Emergency Services. It will also aim to increase the bed capacity within the existing Skilled Nursing Facility (SNF).</p>	

STUDY #1: SEISMIC UPGRADES (SPC/NPC)

OPTION 1: EXISTING EQUIPMENT INVENTORY

- » Participate in up to three (3) inventory preparation meetings with Owner, architect and others, (materials management, biomed, etc.)
 - Identify stakeholders who have authority to make re-use decisions
 - Discuss:
 - Goals and approach
 - Re-use criteria/rating method
 - Tagging approach
 - Validate data to be captured:

Room Name	Room Number	Make/Model	Serial Number
Asset Tag	Biomed Asset Number	Location	Description
Dimensions	Electrical	Quantity	Condition

- » Obtain documentation of “in-use” dates from Owner’s Biomed team; assess for re-use potential
- » Perform on-site survey of existing medical equipment to assess, photograph and catalogue fixed, architecturally significant and specialty equipment, including other items that meet pre-determined re-use criteria
 - Tag each captured item with inventory tag
 - Compile list and photographs of surveyed items
- » QA/QC inventory
- » Participate in up to three (2) meetings with key stakeholders to finalize re-use equipment
- » Input existing, user-accepted items into the Medical Equipment Database
 - Provide manufacturer cut sheets (older items may not have supporting documentation)
- » Revise existing equipment list to reflect re-use selections

Existing Equipment Inventory Deliverables

- Meeting minutes
- Existing medical equipment list and photograph catalog

---OR---

OPTION 2: SEISMIC REINFORCEMENT SURVEY

- » Participate in survey preparation meeting to review goals and approach for survey
 - Identify key points of contact who will support survey efforts
 - Goals and approach
- » Perform on-site survey of existing medical equipment to assess, photograph and catalogue fixed, architecturally significant and specialty equipment items *expected* to require seismic anchorage. Details to be captured include:
 - Room Name
 - Room Number
 - Make/Model
 - Location
 - Description
 - Dimensions
 - Weight
 - Quantity
 - Condition
- » Compile list and photographs of items *expected* to require seismic anchorage (seismic anchorage requirements shall be verified by structural engineer)
- » Input existing equipment list into Medical Equipment Database
- » Compile cutsheet catalog of surveyed items
- » QA/QC survey
- » Coordinate with/answer RFIs for Structural Engineer (up to 10 hours included)

Seismic Reinforcement Survey Deliverables

- Meeting minutes
- List and photograph catalog of surveyed items

STUDY #2: HOSPITAL/SNF RENOVATION & EXPANSION

PRE-DESIGN SUPPORT

- » Review and comment on equipment cost estimates generated by Cumming (to be provided to Criterion in Excel format)
 - Check to ensure pricing for provided options is current and accounts for additional costs (tax, freight, storage, etc.)

COMPENSATION

Fees for Criterion's services will be billed on a Fixed Fee basis. At the end of each month, an invoice will be submitted based upon percentage of completion for each phase of work. Payment for services is due within 10 days of payment from Owner to Client.

Project expenses are not included in this fee and are estimated below. Approved expenses will be billed exactly as they are incurred and are substantiated.

PHASE/SERVICE	FIXED FEE	ESTIMATED EXPENSES
STUDY #1: SEISMIC UPGRADES (SPC/NPC)		
» Option 1: Full-Service Existing Equipment Inventory	\$34,200	\$3,000
» Option 2: Seismic Reinforcement Survey	\$27,000	\$2,500
STUDY #2: HOSPITAL/SNF RENOVATION & EXPANSION		
» Pre-Design Support	\$3,150	\$0

SPECIAL CONSIDERATIONS & ASSUMPTIONS

1. Both studies are anticipated to occur simultaneously over a period of (4) months.
2. **Study #1: Seismic Upgrades (SPC/NPC) – Option 1 (Full-Service Existing Equipment Inventory).**
 - a. Up to five (5) on-site days are included.
 - b. Owner shall avail key personnel who have authority to make re-use decisions to participate in decision-making process.
 - c. Inventory scope is anticipated to encompass approximately 30,000 SF. If actual inventory scope varies by greater than 10% of anticipated scope, Criterion may revise proposal accordingly.
 - d. Inventory shall take place on consecutive days at a single location/site.
 - e. Owner and Client shall ensure the Criterion team will have prompt access to all necessary spaces.
 - f. Owner, Client and Criterion will jointly agree upon rating method and re-use criteria prior to the start of the existing equipment inventory.
 - g. If rooms are occupied with patients, Criterion will make a second attempt to inventory the space at a later time. If patient presence upon the second attempt makes capturing serial numbers impossible, they will not be included in Criterion's final deliverable.
 - h. Criterion will work to provide manufacturer data when possible. If said data is not available, Criterion will provide data gathered on site.
 - i. Criterion will work with the Owner to develop re-use criteria and will assist in the decision to re-use an item based on life expectancy, obsolescence, etc.
 - j. Upon completion of inventory, Criterion will provide survey documentation to the Client. Criterion will not track changes to the list after hand-off due to failed or replaced existing items.
 - k. The following items will not be captured:
 - i. IT items
 - ii. Furniture items



3. Study #1: Seismic Upgrades (SPC/NPC) – Option 2 (Seismic Reinforcement Survey).

- a. Up to four (4) on-site days are included.
- b. Survey scope is anticipated to encompass approximately 30,000 SF. If actual inventory scope varies by greater than 10% of anticipated scope, Criterion may revise proposal accordingly.
- c. Survey shall take place on consecutive days at a single location/site.
- d. Owner and Client shall ensure the Criterion team will have prompt access to all necessary spaces.
- e. If rooms are occupied with patients, Criterion will make a second attempt to survey the space at a later time. If patient presence upon the second attempt inhibits the ability to capture necessary information, that information will not be included in Criterion's final deliverable.
- f. Criterion will work to provide manufacturer data when possible. If said data is not available, Criterion will provide data gathered on site.
- g. Upon completion of survey, Criterion will provide survey documentation to the Client. Criterion will not track changes to the list after hand-off due to failed or replaced existing items.
- h. Survey shall take place on consecutive days.
- i. "Anchorage" describes bracing, restraint and/or tethering.
- j. The following items will not be captured:
 - i. Groups 2 and 3 equipment
 - ii. Paper towels
 - iii. Soap dispensers
 - iv. Hand sanitizer
 - v. Glove boxes
 - vi. IT items
 - vii. Furniture items
- k. The following data will not be captured:
 - i. Serial Number
 - ii. Asset Tag
 - iii. Biomed Asset Number
 - iv. Serial Number
- l. List of surveyed items will be provided in Smartsheet.

4. Study #2: Hospital/SNF Renovation & Expansion.

- a. Up to 14 hours are included to "Review and comment on equipment cost estimates generated by Cumming".
- b. User group meeting participation is not included.

5. Target project budget: \$100 million (total project cost).

6. The following are not included in Criterion's scope of work under this contract, but can be provided for an additional fee:

- a. Medical Equipment Planning
- b. Equipment Placement Drawings
- c. Mock-Up Support
- d. Record Drawings
- e. Responsibilities Matrix
- f. Procurement Assistance
- g. Delivery Coordination
- h. Participation in Pull Planning/vPlanner sessions

7. **Criterion is not responsible for coordinating the following:**
 - a. Fume hoods
 - b. Back-up power/UPS associated with Groups 2 and 3 medical equipment (unless attached to/required for the equipment)
 - c. IT equipment
 - d. Testing and certification of pharmacy hoods
 - e. RAD Licensure
 - f. CLIA or lab-related licensing
 - g. Coordination and transportation of hazardous materials
8. **Turnover of the Owner, Architect, and/or General Contractor's key team members that results in additional coordination, meetings, revisions, re-submittals, report generation, or other items that constitute re-work for Criterion may require additional services.**
9. **As project nears completion, Criterion and Client will perform a closeout meeting to identify any remaining action items. Upon confirmed completion of final agreed-upon list, any new action items will require additional services.**
10. **This proposal shall remain valid for a period of sixty (60) days from the date of submission. If more than 60 days has elapsed by the time the Notice to Proceed is issued, Client must confirm Criterion is still available to participate on project.**
11. **Criterion requests ten (10) days' advanced notice of all User Group Meetings to ensure team member attendance.**
12. **If project is awarded to Criterion and subsequently put on hold for a period of greater than six (6) months from Criterion's original estimated engagement date, Client must re-confirm Criterion's availability to participate upon project re-start.**

EXCLUSIONS

- » Third-party middleware, EMR or LIS software that interfaces with laboratory and/or medical equipment
- » CSI Master Format Specifications
- » The following types of equipment and items:

Telephone	Paging	Nurse Call
Intercom	Music	Medical Gas Manifold
Pneumatic Tube	Millwork/Casework	Furniture/Furnishings
Food Service	Security Systems	Supplies and Instruments ¹
Computer Equipment ²	Building Equipment ³	PACS Equipment ⁴

1 – Including initial start-up supplies, disposables and consumables

2 – Selected and specified by IT, included generically only

3 – Such as drinking fountains, toilet room accessories, etc.

4 – Selected and specified by imaging, included generically only

HELIPLANNERS

41689 Enterprise Circle North, Suite 212, Temecula, CA 92590 USA
Phone: (951) 693-5090
heliplanners.com

Aviation Planning Consultants
Heliport & Vertiport Specialists

11 July 2025

Mr. Ben Wilkerson, AIA
Associate Principal
Lionakis
2050 Main Street, Suite 400
Irvine, CA 92614

**Proposal: Professional Aviation Consulting – Heliport Consulting
Bear Valley Community Healthcare District Extended Pre-Design, Big Bear Lake, CA
Version 4**

Dear Ben,

Heliplanners is pleased to present this revised proposal to assist Lionakis with heliport consulting elements of Bear Valley Community Healthcare District's (BVCHD's) extended Pre-Design seismic upgrade and expansion study.

Terminology Note

The Federal Aviation Administration (FAA) defines a heliport as *"An area of land, water, or structure used or intended to be used for helicopter landings and takeoffs and includes associated buildings and facilities."* Other common terms include helistop, helipad, etc. to refer to lower use landing areas that do not include helicopter refueling or storage. The FAA and Caltrans Division of Aeronautics do not distinguish between, nor vary criteria based on these terms. For this reason, we use "heliport" herein for *all* helicopter landing facilities and associated protected airspace.

Project understanding

Heliplanners, together with Lionakis and team members, assisted with pre-design work in 2023 and 2024. BVCHD is re-evaluating previous hospital expansion plans to remain within the project's available budget. The existing Emergency Medical Services (EMS) Landing Site on campus has significant safety issues. To remain in operation, the EMS Landing Site must undergo substantial upgrades or be relocated to meet baseline standards and qualify for a heliport permit required by Caltrans Aeronautics, the state permitting agency.

Scope of Work

Heliplanners will remain available to our client on an as-needed basis to review proposed changes since previous design iterations. We will assess and note impacts to the previously modeled heliport location during virtual meetings and via email. If safe helicopter site access is not possible with proposed construction, we will notify the team in writing. Heliplanners can explore alternative heliport development concepts as an additional service.

Fee

Heliplanners proposes to accomplish the Scope of Work summarized above for a fixed professional fee of **\$6,000**. Site visits are not included in this proposal as Heliplanners has site familiarity related to general area knowledge and prior site visits completed in previous campus studies. A site visit, if requested or

Mr. Wilkerson

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deemed necessary by Heliplanners to complete this work, would be billed separately. We previously conducted a site visit as part of prior scope and do not anticipate a follow-up during this phase. Therefore, it is not included in this proposed fee and would be an add-services request if necessary.

This proposed budget includes annual rate increases, enclosed for reference.

Heliplanners carries insurance with the following limits:

- *General liability: \$2 million aggregate, \$1 million per claim*
- *Umbrella policy: \$2 million aggregate, \$2 million per claim*
- *Professional liability: \$2 million aggregate, \$2 million per claim*
- *Auto: \$1 million*
- *Workers' compensation: state compliant*

Additional insurance requirements are subject to approval and would be at additional cost to the project.

FAA Obstruction Evaluation Disclaimer

Federal Aviation Regulation (FAR) Part 77 establishes required FAA notification thresholds for new structures. This requirement is unrelated to helicopter operations on site. Heliplanners recommends using the FAA's Pre-Screening Tool, available at oaaaa.faa.gov, to assess whether FAA notification is required for all new construction. The Pre-Screening Tool results indicate that a structure exceeding 45 feet above ground level would meet the notice threshold at this location. Completing an Obstruction Evaluation is not included in this proposal and may be required in the future.

This proposal will remain valid for 90 days from the above date. We sincerely thank you for contacting Heliplanners for your aviation consulting needs. We look forward to continuing our successful relationships with Lionakis and Bear Valley Community Healthcare District with this project. Please call should you have questions regarding our proposal.

Sincerely,



Kathryn D. Wright
President

Mr. Wilkerson

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HELIPLANNERS' BILLING RATES -- 2025

Calendar Year 2025 hourly billing rates are as follows:

- Principal \$415
- Senior Aviation Planner \$325
- Aviation Planner \$225
- CAD Tech \$195
- Assistant Aviation Planner \$125
- Clerical \$ 68



Recommendation for Action

Date: June 11, 2025

To: BVCHD Board of Directors

From: Evan Rayner, CEO, Jim Schlenker, CFO, Kerri Jex, CNO, Erin Wilson, HR Director

Re: Recommendation to Contract with VEMA Medical Staffing for Direct Hire Placement of U.S.-Trained New Graduate Nurses

Discussion:

In response to ongoing staffing challenges and the need to build a sustainable and high-quality nursing workforce, we are recommending that BVCHD enter into a three-year contract with VEMA Medical Staffing for the direct hire placement of U.S.-trained new graduate nurses. The contract will automatically renew for one additional year unless terminated.

Key Terms of the Agreement:

- **Duration:** 3-year term with automatic 1-year renewal.
- **Scope:** VEMA will recruit and place U.S.-educated, newly graduated nurses into direct hire positions at BVCHD.
- **Immigration Sponsorship:** BVCHD will act as the sponsoring organization for each nurse's permanent residency application by supporting two immigration filings:
 - **I-140 Petition:** Employer petition for permanent residency on behalf of the nurse.
 - **I-485 Application:** Adjustment of status for the nurse to become a permanent U.S. resident.
 - *In simple terms, this allows BVCHD to help the nurse become a permanent resident while filling critical staffing needs long-term.*
- **Employment Commitment:** As part of the immigration process and in compliance with program guidelines, each nurse will be contractually obligated to work at BVCHD for a minimum of three years.
- **Cost:** \$25,000 per nurse placement (one-time fee).
- **Probationary Period:** BVCHD will have 90 days to evaluate the nurse's performance. If the nurse does not pass probation, VEMA will provide a replacement at no additional cost.



FEE AGREEMENT

CONTINGENCY RECRUITMENT AND PERMANENT PLACEMENT SERVICES

This FEE AGREEMENT (this "**Agreement**") is dated for reference purposes as of January 31, 2025 (the "**Effective Date**") by and between AGENCY, a California Corporation ("**Agency**") and, Bear Valley Community Healthcare District ("**Client**").

RECITALS:

- A. Client operates healthcare facilities in the United States (each a "Facility")
- B. Agency sources healthcare workers who are eligible to immigrate and work in the United States of America.
- C. Client wishes to contract with Agency for the direct hire-recruiting services of Agency (the "**Services**") to assist Client in locating qualified healthcare workers for Client.
- D. Agency is ready, willing, and able to provide the Services desired by Client in accordance with the provisions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services and Compensation.

- a. Upon receipt by Agency of a "**Statement of Work**" (the **SOW- Exhibit C**) from Client, Agency shall source potential healthcare worker candidates (each a "**Referred Candidate**", and collectively, the "**Referred Candidates**") and present such Referred Candidates to Client. All placements requested by Client and made by Agency will be direct hires of Client. The date upon which Agency presents such Referred Candidate to Client shall be referred to herein as the "**Referral Date**". Client shall review such Referred Candidate's credentials. If such a Referred Candidate accepts an employment offer from Client, then Client shall be liable to Agency for the Agency Fee (as defined below). If such Referred Candidate does not accept such employment offer from Client, Client shall not be liable to Agency for the Agency Fee.
- b. If Agency refers a Referred Candidate to Client with whom Client has been previously referred by another entity within one (1) year prior to the Referral Date, and Client so notifies Agency within three (3) business days of the Referral Date, Client will not owe Agency the Agency Fee in the event Client hires such Referred Candidate. Client shall provide Agency with documentation at Agency's request sufficient to establish that such Referred Candidate was previously referred as described hereinabove.
- c. A detailed list of services provided by the Agency and the Client can be found in EXHIBIT A below. In consideration for the Agency's performance of the Services in accordance with the terms of this Agreement, Client will pay Agency in accordance with EXHIBIT B, attached hereto.

2. **Guarantee.**
 - a. **Replacement.** In the event a Referred Candidate resigns without just cause or is terminated for just cause within ninety (90) days after commencing employment with Client, upon written notification from Client to Agency (the date of such notification shall be referred to herein as the “**New Search Date**”), Agency shall begin another search for a replacement candidate for the same healthcare worker position. Such search shall be at no additional cost to Client; provided, however, that Agency shall only begin any such search if (i) Client shall have paid the total Agency Fee (including the Deposit and the Balance) in full pursuant to the terms of EXHIBIT B, (ii) Client shall not have hired a replacement from any other source, and (iii) Client is actively seeking to fill the same position.
3. **Relationship Between Agency and Client.** Nothing contained in this Agreement shall be construed to establish Agency or its employees as a partner, employee, or agent of Client. Agency shall remain an independent contractor responsible for its own actions. Each party shall be responsible for hiring, payment, control, and termination of its own employees, and no employee of one party shall be considered an employee of the other party for any reason.
4. **Term.** The initial term (the “**Term**”) of this Agreement will commence as of the Effective Date and will continue for a period of three (3) years. The Term will automatically renew for successive one (1) year terms unless either party notifies the other, with not less than sixty (60) days prior written notice, of its intention not to renew. Either party may terminate this Agreement without cause by providing ninety (90) days’ advance written notice of termination. Notwithstanding the termination of this Agreement, However, Client shall remain liable (i) to Agency for all fees and expenses due under this Agreement for any Referred Candidate referred to Client prior to termination, and (ii) to any Referred Candidates who have accepted employment offers from Client for all fees and expenses due under such agreements prior to termination. All other provisions of this Agreement that by their terms extend beyond the termination of this Agreement shall survive such termination and remain in full force and effect.
5. **Choice of Law.** Any dispute arising under this Agreement or related hereto shall be decided in accordance with the laws of the State of California, without any reference to any conflicts of law principles thereof. Any claim arising out of this Agreement shall be brought in a court of competent jurisdiction for the County of San Bernardino~~Contra Costa~~, in the State of California.
6. **Access to Records.** In the event Section 1861(v)(1)(I) of the Social Security Act applies, Client agrees to make available, upon written request by the Secretary of Health and Human Services or the U.S. Comptroller General or their duly authorized representatives, the contract and books, documents, and records necessary to verify the costs associated with the services furnished under this agreement. Access to books and records shall be made available for four (4) years after the furnishings of such services. If Agency enters into a subcontract for services to be rendered hereunder with a related party, which subcontract has a value of \$10,000 or more, such subcontract will contain a clause obligating the subcontractor to comply with this provision.
7. **Compliance with the Law.** The Agency and the Client shall comply with all applicable laws, statutes, regulations, and guidelines relevant to the execution and performance of this Agreement. This includes, but is not limited to, laws relating to employment, immigration, healthcare, data protection, and anti-corruption. In addition, the parties acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations that may govern Agency and/or the services, or portions thereof, contemplated by this Agreement (Collectively, “**State Staffing Laws**”). Accordingly, the terms of this Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Client has facilities located in multiple states, the laws of the state in which that Facility resides shall determine whether any State Staffing Law applies to such facility.
8. **Non-Discrimination.** In compliance with federal and state law, neither Party will discriminate in referral or employment/hiring processes on the basis of race, color, religion, national origin, marital status, sex, gender identity, gender expression, sexual orientation, sexual stereotype, age, medical condition, genetic information, physical

disability, mental disability, veteran/military status, or any other protected characteristic.

9. **Relationship of Referred Candidates.** All Referred Candidates are applicants for employment with Client and, once hired, are solely the employees of Client. No employment relationship is intended nor created between a Referred Candidate and Agency Client is solely responsible for complying with all employment-related federal and state laws regarding a Referred Candidate's employment with Client.

10. **Indemnity and Liability.**

- a. Agency shall indemnify, defend and hold the Client, its owners, directors, officers and employees harmless from and against any and all third party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees (collectively, "Losses"), to the extent arising out of or related to the wrongful or negligent acts or omissions of (i) Agency, or (ii) Agency's employees and agents arising within the scope of their respective employment, during the Term.
- b. Client shall indemnify, defend and hold the Agency, any subcontractors and their respective owners, directors, officers and employees harmless from and against any and all Losses arising out of (i) alleged violations of law, including, without limitation, laws governing the employment relationship between Client and Candidates that it has hired, or (ii) the wrongful or negligent acts or omissions of Client, its employees, and agents during the Term.
- c. Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to this Section 10. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10(c) will not relieve the Indemnitor of its obligations under this Section 10, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. **Indemnification from Employment Claims.** Client shall defend, indemnify, and hold harmless Agency and its officers, directors, employees, agents, successors, and permitted assigns from and against all employment-related claims, losses, and liabilities, including reasonable attorneys' fees and costs (collectively, "Claims"), arising under any applicable federal, state, or local law, rule, or regulation for any such Claims by Referred Candidates asserted against Agency related to its services provided to Client under this Agreement. Such Claims include but are not limited to claims of/for discrimination, retaliation, unpaid wages, workers compensation benefits, or any other violation of federal, state, or local rule of law associated with a Referred Candidate's referral to, placement of, application for employment, or employment with Client.

12. **Limitation of Liability.**

IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS

APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

CLIENT SHALL BE SOLELY RESPONSIBLE FOR PAYING ALL COMPENSATION, HEALTH AND DISABILITY INSURANCE, WORKER'S COMPENSATION INSURANCE, LIFE INSURANCE, RETIREMENT PLAN CONTRIBUTIONS, EMPLOYEE BENEFITS, INCOME TAXES, FICA, FUTA, SDI AND ALL OTHER PAYROLL, EMPLOYMENT OR OTHER TAXES AND WITHHOLDINGS, WITH RESPECT TO CANDIDATES HIRED BY CLIENT AND ANY OTHER PERSON EMPLOYED BY OR CONTRACTING WITH CLIENT.

13. **Disclaimers.** AGENCY DOES NOT AND CANNOT GUARANTEE A CANDIDATE WILL BE WILLING TO FULFILL THE CLIENT'S STAFFING NEEDS AS OUTLINED IN A JOB DESCRIPTION. CLIENT ACKNOWLEDGES AND AGREES THAT AGENCY DOES NOT GUARANTEE OR WARRANT ANY CANDIDATE'S SERVICE, AND HAS NO LIABILITY FOR THE ACTION, OR INACTION, OF ANY CANDIDATE INCLUDING FOR ANY INJURY OR LOSS TO ANY PARTY RELATING TO OR IN ANY WAY ARISING OUT OF THE CANDIDATE'S PERFORMANCE OF SERVICES ON BEHALF OF CLIENT PURSUANT TO THE ENGAGEMENT AND THAT THERE IS NO EMPLOYMENT, JOINT VENTURE, OR AGENCY RELATIONSHIP BETWEEN AGENCY AND THE CANDIDATES.
14. **Confidential Matters and Proprietary Information.** The parties recognize that during the performance of services under this Agreement, the parties may acquire knowledge of confidential business information or trade secrets of the other party and/or personal/sensitive information regarding a Referred Candidate ("**Confidential Information**"). The parties agree to keep all such Confidential Information in a secure place and not to publish, communicate, use, or disclose, directly or indirectly, for their own benefit or for the benefit of another, any such confidential business information, personal/sensitive information, or trade secrets, either during or after the performance of this Agreement. Upon termination or the expiration of this Agreement, the parties shall destroy or deliver all records, data, information, and other documents produced or acquired during the performance of this Agreement, and all copies thereof, to the party to whom it belongs.
15. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of Agency and Client and to their successors and assigns only upon signature of approval by both parties and appropriate representatives.
16. **Assignment.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other (which consent shall not be unreasonably withheld); provided, however, that either party may assign this Agreement and its rights and obligations hereunder without the other party's consent in connection with the transfer or sale of all or a portion of the business of such party to which this Agreement relates to a third party, whether by merger, sale of stock, sale of assets or otherwise.
17. **Notices.** All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be delivered by the parties to the following addresses (or such other address for a party as shall be specified by like notice):

If to Agency: Michael B. Conley Valley Medical Staffing, Inc. 1100 Moraga Way, #108 Moraga CA 94556 Email: mconley@vmstaffing.com	If to Client: Bear Valley Community Healthcare District 41870 Garstin Drive/PO Box 1649 Big Bear Lake, CA 92315 Email: Attn: CEO Email: erayner@bvchd.com
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Any notice given pursuant or with respect to this Agreement shall be deemed received (i) on the date such notice is

hand-delivered to an authorized representative of the party receiving such notice, (ii) on the first business day following the date on which such notice is sent prepaid for next-day delivery by a nationally recognized overnight delivery service, or (iii) on the third business day following the date on which such notice is sent by prepaid registered or certified U.S. mail, return receipt requested.

18. **Force Majeure.** Neither party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control ("**Force Majeure**"), including acts of God, COVID-19 restrictions promulgated by any governmental authority, terrorism, any other action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event of Force Majeure, each party shall use its good faith efforts to perform its duties and obligations under this Agreement.
19. **Entire Agreement.** This Agreement supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire Agreement between them. This Agreement may be supplemented, amended, or revised only in writing executed by both parties.
20. **Electronic Signatures.** Each of the parties to this Agreement (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the terms contemplated by this Agreement, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents affecting the terms contemplated by this Agreement based on the fact that a signature was sent by telecopy or electronic transmission only.

{SIGNATURE PAGE ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

Valley Medical Staffing, Inc.
A California Corporation

By: Michael B. Conley
Its: Chief Executive Officer

1100 Moraga Way, Suite 108
Moraga, CA 94556

Bear Valley Community Healthcare District

Signature: _____

By: _____

Its: _____

41870 Garstin Dr.
Big Bear Lake, CA 92315

EXHIBIT A
SERVICES

1. SERVICES to be performed by Agency:

- a. Initial needs assessment with Client to for candidate selection.
- b. Develop offer letter with Client to present to Candidates;
- c. Sourcing of potential Candidates through internal and external efforts;
- d. Screening of candidates by our recruiters and RN leaders via in person or electronic means;
- e. Presentation of prescreened Candidates C.V.'s to Client for initial consideration.
- f. Coordination of electronic Candidate interviews with Client;
- g. Presentation of offers to Candidates and obtaining their acceptance;
- h. Facilitating the Candidate's immigration application. This will include providing legal services for the candidate, facilitating the processing of candidate application paperwork, paying the immigration fees as required by the USCIS and the National Visa Center (NVC). If premium processing of the I-140 filing is deemed to reduce the time required for a candidate to enter the US and begin working for Client, the current fee amount may be added upon consent of Client to the Fee Milestone "Filing of I-140" in EXHIBIT B Schedule of Fees.
- i. Provide client with monthly and quarterly status reports.
- j. Work with the Candidate to complete U.S. credentialing and licensure processes to the fullest extent possible prior to their arrival in the United States;
- k. Prepare the Candidate for the embassy interview; and
- l. Coordinating the Candidate's relocation logistics to the U.S. in collaboration with the Client including:
 - Update Client regarding projected Candidate arrival dates
 - Arrange air transportation to the international airport nearest to the employer location.
 - Assist Candidate with SSN application.
 - Provide one point of Agency contact for the support of the Candidate upon arrival
- m. Provide concierge services to candidates to help with banking, mobile phone services, transportation to Agency provided temporary housing, selection of permanent housing and other services required to properly relocate candidates to the facility.
- n. Process the credentialing and licensure of each Candidate to the specifications of the Client and provide a completed credentialing packet one week prior to the start date of the Candidate.
- o. For New Graduate RN's who are starting at Client Facility under Occupational Practical Training (OPT), Agency will support Candidates with application to and enrollment into qualified Master's degree programs that provide full-time Curriculum Practical Training (CPT) from the first day (or earlier) of classes. Agency will provide Client with the required documentation to facilitate the CPT program. Agency will continue to provide consultation to Client and Candidate until the Adjustment of Status case provides a Employment Authorization Document that is independent of the CPT program.

2. SERVICES to be performed by CLIENT:

- a. Provide Client point of contact for the Agency.
- b. Provide Job Description and designate additional requirements that Candidates will need to be considered.
- c. Initiate a Statement of Work (SOW Exhibit C) to provide the number of Registered Nurses their intended clinical assignments.
- d. Referred Candidates are considered active Agency Candidates for a period of one year from the date of initial referral to Client;
- e. Post positions for immigration purposes as provided by attorney.
- f. Print draft job offers on Client letterhead to be provided to Candidates.
- g. Timely sign all immigration documents as provided by attorney.
- h. Work with internal staff and administrators to support the international RN direct hire program.
- i. Advise Agency of all pre-employment requirements including whether any required items may be completed prior to Candidate arriving in USA.
- j. Provide Agency with start of employment dates.
- k. Client will provide adequate orientation, equipment, supplies and training to ensure the successful transition of all candidates.

EXHIBIT B SCHEDULE OF FEES

If CLIENT remits payment within thirty (30) days of receiving invoice, CLIENT shall not incur a late charge penalty. If CLIENT has not remitted payment in thirty (30) days, AGENCY will contact CLIENT to ensure that CLIENT received invoice before assessing any late fees. If CLIENT has not received the invoice, AGENCY will send duplicate invoice and waive any late fee if invoice is then paid within thirty (30) days. Invoices not paid within thirty (30) days from issue date will bear interest, until paid, at the rate of one ~~and one half~~ percent (~~1 1/2~~%) per month on the unpaid balance, equating to an annual percentage rate of ~~twelveeighteen~~ percent (~~12+8~~%) or the maximum rate permitted by applicable law, whichever is less. Agency shall increase all milestone rates annually, on the date of this agreement, by ~~35~~% (~~threefive~~ percent).

1. Consular Processed Registered Nurses: \$31,000

Service Milestone	Services Provided to reach milestone	Fee
1. Deposit upon signing SOW	Deposit per Candidate requested in SOW, invoiced after SOW is signed by CLIENT	\$1,000.00
2. Filing of I-140 Petition	Recruiting, interviewing, offer acceptance, attorney and filing fees	\$9,000.00
3. Document Qualified by National Visa Center	Filing of and approval by NVC of a Referred Candidate. Packet IV, Language testing, VisaScreen, civil documentation.	\$9,000.00
4. Embassy Interview	Final offer letters, interview prep, logistical preparations for immigration.	\$6,000.00
5. Arrival and commencement of employment	Travel, temporary housing, credentialing and training, concierge services, licensure	\$6,000.00

2. US educated F1 New Graduates Adjustment of Status: \$25,000

Service Milestone	Services Provided to reach milestone	Fee
1. Deposit upon signing SOW	Deposit per Candidate requested in SOW, invoiced after SOW is signed by CLIENT	\$1,000.00
2. Relocation and Commencement of Employment	Recruiting, interviewing, offer acceptance, relocation, temporary housing, credentialing	\$8,000.00
3. Filing of I-140	Attorney and filing fees, monitoring of legal status through OPT and preparation for CPT approved Master's program	\$8,000.00
4. Start of Curriculum Practical Training program*	Application assistance, course documentation, statement of support, Receipt of approved I-20, start of classes.	\$4,000.00
5. Approval of I-485	Processing of I-485 Adjustment of Status, I-765 Request for Work Authorization. Receipt of I-485 Approval Notice.	\$4,000.00

* If CPT coursework is not required for a Referred Candidate to stay in legal status for employment Item 3 and Item 4 above will be combined

EXHIBIT C

STATEMENT OF WORK FOR DIRECT HIRE CONSULAR PROCESSED (EB-3) REGISTERED NURSE

This Statement of Work (the “**SOW**”), effective _____ (the “**Effective Date**”), is pursuant to and governed by the terms of Services Agreement between **VALLEY MEDICAL STAFFING, INC.** (“**Agency**”) and **BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT** (“**Client**”).

Location	Bear Valley Community Hospital
BVCHD Contact	[Contact Name, title and email]
Direct Hire Title	Registered Nurse
Services to be Provided	Referral and placement for # ____ direct hire Registered Nurses. The objective is to place: ___ - Medical Surgical ___ - ICU ___ - OR ___ - Telemetry ___ - Emergency Room ___ - Other: _____ Both parties agree that substitutions based on actual interviews are acceptable.
Fees	\$31,000 per direct hire candidate.

Terms and Conditions:

A non-refundable fee of \$1,000 of the total fee for all direct hires will be due upon the execution of the SOW.

The remaining compensation will be in installments defined by milestones in the Schedule of Fees EXHIBIT B of the Services Agreement between Valley Medical Staffing, Inc. and Bear Valley Community Healthcare District.

No Other Changes. Except as set forth in this SOW, no other modifications are being made unless agreed to in writing by both parties.

Execution. By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

BVCHD:

By: _____

Name: _____

Title: _____

Date: _____

VALLEY MEDICAL STAFFING, INC.:

By: _____

Name: _____

Title: _____

Date: _____

JWT & Associates, LLP

Advisory Assurance Tax

7797 N First Street, Suite 101 #111, Fresno, CA 93720

Voice: (559) 431-7708 Fax: (559) 431-7685

July 8, 2026

Jim Schlenker, CFO
Bear Valley Community Healthcare District
PO Box 1649
Big Bear Lake, CA 92315

We are pleased to confirm our understanding of the services we are to provide for Bear Valley Community Healthcare District (the District) for the years ended June 30, 2025 and 2026. We will audit the financial statements of the District, which comprise the statement of net position as of June 30, 2025 and 2026, the related statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Audit Objective

The objective of our audits is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audits of the District's financial statements. Our reports will be addressed to the board of directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to form or have not formed opinions, we may decline to express opinions or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audits, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audits will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audits, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

The auditors' procedures do not include testing compliance with laws and regulations in any jurisdiction related to Medicare and Medicaid antifraud and abuse. It is the responsibility of management of the entity, with the oversight of those charged with governance, to ensure that the entity's operations are conducted in accordance with the provisions of laws and regulations, including compliance with the provision of laws and regulations that determine the reported amounts and disclosures in the entity's financial statements. Therefore, management's responsibilities for compliance with laws and regulations applicable to its operations, include, but are not limited to, those related to Medicare and Medicaid antifraud and abuse statutes.

Other Services

We will also assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

HIPAA Business Associate Agreement

You agree that you are solely responsible for the accuracy, completeness, and reliability of all data and information you provide us for our engagement. You agree to provide any requested information on or before the date we commence performance of the services. To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidance thereunder (HIPAA), we shall enter into a HIPAA Business Associate Agreement.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of JWT & Associates, LLP (JWT) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to authorized regulators or their designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of JWT personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators or their designee. The regulators or their designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee for the financial audit for the years ended June 30, 2025 and 2026 will be \$28,500 per year. Fees do not include any travel or out-of-pocket expenses advanced for you, such as mileage, administrative charges, telephone calls, postage, etc. These will be billed to you separately. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

JW7 & Associates, LLP

RESPONSE:

This letter correctly sets forth the understanding of Bear Valley Community Healthcare District.

Signature: _____

Name: _____

Title: _____

Date: _____

STATEMENT OF WORK FOR DIRECT HIRE INTERNATIONAL NEW GRADUATE RN's

This Statement of Work (the “SOW”), effective _____ (the “Effective Date”), is pursuant to and governed by the terms of Services Agreement between **VALLEY MEDICAL STAFFING, INC.** (“Agency”) and **BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT** (“Client”).

Location	Bear Valley Community Hospital
BVCHD Contact	[Contact Name, title and email]
Direct Hire Title	Registered Nurse
Services to be Provided	Referral and placement for # ____ direct hire Registered Nurses. The objective is to place: ___ - Medical Surgical ___ - ICU ___ - OR ___ - Telemetry ___ - Emergency Room ___ - Other: _____ Both parties agree that substitutions based on actual interviews are acceptable.
Fees	\$25,000 per direct hire candidate.

Terms and Conditions:

A non-refundable fee of \$1,000 of the total fee for all direct hires will be due upon the execution of the SOW.

The remaining compensation will be in installments defined by milestones in the Schedule of Fees EXHIBIT B of the Services Agreement between Valley Medical Staffing, Inc. and Bear Valley Community Healthcare District.

No Other Changes. Except as set forth in this SOW, no other modifications are being made unless agreed to in writing by both parties.

Execution. By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

BVCHD:

By: _____

Name: _____

Title: _____

Date: _____

VALLEY MEDICAL STAFFING, INC.:

By: _____

Name: _____

Title: _____

Date: _____