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August 6, 2021

BY ELECTRONIC MAIL [ANITA.VELASCO@DOJ.CA.GOV]

Anita Garcia Velasco, Esq.
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California Department of Justice
300 South Spring Street, Suite 1702
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Re: Riverside Community Health Foundation
Proposed Amendments to Articles of Incorporation

Dear Ms. Garcia Velasco:

For and on behalf of our client, Riverside Community Health Foundation, a California nonprofit public benefit corporation (“**RCHF**”), please accept this letter as RCHF’s updated and restated request, pursuant to Section 999.5(h)(1) of Title 11 of the California Code of Regulations (“**11 CCR**” or “**Code of Regulations**”), for approval by the Attorney General of the State of California (“**Attorney General**”) of the proposed amendments (“**Proposed Amendments**”) to RCHF’s Restated Articles of Incorporation, filed January 1, 2004 (“**2004 RCHF Restated AOI**”), as amended by that certain Certificate of Amendment of Articles of Incorporation, filed August 21, 2006 (“**2006 RCHF AOI Amendment**”) and together with the 2004 RCHF Restated AOI, “**RCHF Restated and Amended AOI**”).¹

Enclosed herewith:

- (i) at Enclosure A, is an Exhibit Binder (“Binder”) of certain documents referenced in this letter, including: (i) the Proposed Amendments as set forth in the proposed draft of the Restated Articles of Incorporation at Binder Tab 1 (Bates Nos. 0001-0010) (“**Proposed RCHF Restated AOI**”); (ii) a true and correct copy of the 2004 RCHF Restated AOI is at Binder Tab 2 (Bates

¹ This letter amends and restates that certain letter, dated December 18, 2020, initially requesting the Proposed Amendments.

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Nos. 0011-0020); and (iii) a true and correct copy of the 2006 RCHF AOI Amendment is at Binder Tab 3 (Bates Nos. 0021-0022); and

- (ii) at Enclosure B, is one (1) document file containing all of the documents comprising the Exhibit Binder with Bates numbering from 0001 through 0080, inclusive.

I. Procedural Effect.

We submit that the Proposed Amendments are subject to the Attorney General's prior approval upon the ground that the RCHF Restated and Amended AOI were approved by the Attorney General in connection with related transactions back in 1997 and 2002, both for which the Attorney General gave consent under Section 5915 of the California Corporations Code ("CCC" or "**Corporations Code**").

For your immediate convenience: (i) true and correct copies of letters, dated April 21, 1997, and April 23, 1997, evidencing the Attorney General's consent under Section 5915 of the Corporations Code to the 1997 transaction are at Binder Tab 4 (Bates Nos. 0023-0024) and Binder Tab 5 (Bates No. 0025), respectively. In addition, the Attorney General, by letter, dated April 8, 2002, gave his consent under Section 5915 of the Corporations Code to the 2002 transaction.²

II. Background Information Concerning the 1997 and 2002 Transactions.

Effective May 1, 1997, Riverside Community Hospital, a California nonprofit public benefit corporation ("**RCH**"), contributed the nonprofit hospital it owned and operated in Riverside, California, and certain other assets, to Riverside Healthcare System L.L.C., a California limited liability company ("**RHSLLC**"), in return for cash and a twenty-five percent (25%) membership interest in RHSLLC, with the remaining seventy-five percent (75%) interest in RHSLLC held by RHSLLC's sole other member, Healthcare Corporation of America, Inc., formerly known as Columbia/HCA Healthcare Corporation, a Delaware corporation ("**HCA**") ("**May 1997 Transaction**").

Concurrent therewith: (i) RCH statutorily merged with and into its holding company, Community Health Corporation, a California nonprofit public benefit corporation ("**CHC**"), resulting in CHC owning all of RCH's retained assets, including the

² RCHF has searched its files and is unable to locate its copy of the April 8, 2002, letter.

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cash and the twenty-five percent (25%) membership interest in RHSLLC;³ and (ii) CHC's Articles of Incorporation were amended to comply with certain conditions imposed by the Attorney General with respect to its use of pre-May 1997 Transaction assets.⁴ RCHF, as the charitable fundraising arm of CHC, similarly amended its Articles of Incorporation (a true and correct copy is at Binder Tab 8 (Bates Nos. 0038-0043)) as part of the May 1997 Transaction.

Consistent with the requirements set forth in Section 5914 of the Corporations Code and Section 999.5 of the Code of Regulations, the May 1997 Transaction was subjected to the review and consent of the Attorney General, which consent was given in the April 21, 1997, and April 23, 1997, letters at Binder Tab 4 (Bates Nos. 0023-0024) and Binder Tab 5 (Bates No. 0025), respectively.

Effective on or about April 1, 2002, HCA acquired CHC's twenty-five percent (25%) membership interest in RHSLLC in return for a cash payment to CHC ("**April 2002 Transaction**").

Consistent with the requirements set forth in Section 5914 of the Corporations Code and Section 999.5 of the Code of Regulations, the April 2002 Transaction was subjected to the review and consent of the Attorney General, which consent was given in the April 8, 2002, letter at Binder Tab 6 (Bates Nos. 0026-0030).

On January 1, 2004, CHC and RCHF filed that certain Agreement and Plan of Merger, dated October 1, 2003 ("**CHC-RCHF Merger Agreement**"), pursuant to which CHC merged with and into RCHF ("**2004 CHC-RCHF Merger**"), which was contemplated and consummated in connection with the April 2002 Transaction (a true and correct copy of the CHC-RCHF Merger Agreement is at Binder Tab 9 (Bates Nos. 0044-0049)). Relevant to this letter request is RCHF's statutory obligations to continue the charitable and healthcare activities conducted by CHC prior to the 2004 CHC-RCHF Merger.

³ A true and correct copy of the RCH-CHC merger agreement is at Binder Tab 6 (Bates Nos. 0026-0030).

⁴ These conditions included limiting CHC's geographic service area to certain ZIP codes, restricting certain distributions to certain recipients, and imposing percentage restrictions on inpatient, outpatient, and health education distributions. The amended Articles of Incorporation of CHC (a true and correct copy is at Binder Tab 7 (Bates Nos. 0031-0037)) are substantively similar to the 2004 RCHF Restated AOI (at Binder Tab 2 (Bates Nos. 0011-0020)).

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III. Nonprofit Status of CHC and RCHF.

It is important and relevant to briefly describe the nonprofit status of CHC and RCHF subsequent to the May 1997 Transaction and the April 2002 Transaction within the context of the requests in this letter.

At all times during its existence, CHC was recognized by: (i) the Internal Revenue Service (“**IRS**”) as an organization exempt from tax under Section 501(a) of the Internal Revenue Code of 1986, as amended from time to time (“**Internal Revenue Code**” or “**IRC**”) by virtue of it being described in Section 501(c)(3) of the Internal Revenue Code; and (ii) by the Franchise Tax Board, State of California (“**FTB**”), as exempt from California corporation franchise and income tax under Section 23701(d) of the California Revenue and Taxation Code (“**Revenue and Taxation Code**” or “**RTC**”).

The IRS audited the May 1997 Transaction to determine whether the May 1997 Transaction (namely, CHC’s partnership with the for-profit HCA) jeopardized CHC’s tax-exempt status. The IRS determined that the May 1997 Transaction did not affect CHC’s tax-exempt status under the Internal Revenue Code, and issued a determination letter to that effect (a true and correct copy of said IRS determination letter is at Binder Tab 10 (Bates Nos. 0050-0057)).

But more importantly, the IRS determined that CHC would continue to be recognized as a public charity because it operated as a “hospital” described in Section 170(b)(1)(A)(iii) of the Internal Revenue Code. This determination was based on the IRS’s conclusion that CHC’s establishment and operation of healthcare and health education programs and services, specifically including the Eastside Health Center⁵, constituted the providing by CHC of “medical or hospital care” within the meaning of Section 170(b)(1)(A)(iii) of the Internal Revenue Code.⁶ RCHF deems this determination and

⁵ The Eastside Health Center provides medical and dental care to uninsured populations residing in eastern Riverside. Its services include diagnosis and treatment, adult and pediatric immunizations, child health and disability program services, family planning, prenatal care, general and restorative dental services, and health education. At that time, annual patient visits approximated upwards of 12,000 for medical care and 5,000 for dental care. The care and visits have significantly expanded since then, including both the establishment and the expansion of new and existing clinics, respectively, and otherwise discussed in more detail below in this letter.

⁶ Other healthcare programs and services provided back then include: *Health in Motion* (a mobile health vehicle which travels throughout Riverside, Corona, and Perris and provides medical services similar to those provided at the Eastside Health Center); *Miles of Smiles* (a mobile health vehicle that travels throughout Riverside County school districts and provides dental services similar to those provided at the Eastside Health Center); *Arlington Community Dental Clinic* (a clinic that also provides dental services

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conclusion relevant to the requests in this letter because it evidences an acknowledgement that healthcare services (even medical and hospital care) are equally and efficaciously provided at healthcare clinics (and even medically equipped mobile vehicles and portable dental clinics).

At all times during its existence, RCHF has been recognized by: (i) the IRS as an organization exempt from tax under Section 501(a) of the Internal Revenue Code by virtue of it being described in Section 501(c)(3) of the Internal Revenue Code; and (ii) by the FTB as exempt from California corporation franchise and income tax under Section 23701(d) of the Revenue and Taxation. Prior to the 2004 CHC-RCHF Merger, RCHF, which, as noted above, was organized as the fundraising arm of CHC, was recognized by the IRS as public charity by virtue of it being deemed a “supporting organization” under Section 509(a)(3) of the Internal Revenue Code. Subsequent to the 2004 CHC-RCHF Merger, RCHF, due to its statutory obligations to continue the healthcare and health education programs and services conducted by CHC prior to the 2004 CHC-RCHF Merger, was, and continues to this day to be, recognized as a public charity “hospital” that provides “medical and hospital care” within the meaning of Section 170(b)(1)(A)(iii) of the Internal Revenue Code.⁷

IV. “Parkview Transaction”⁸.

Equally relevant and important to the requests in this letter is the Parkview Transaction which was conditionally consented to by your office in the enclosure with your January 9, 2019, letter (“**Parkview AG Consent Conditions**”). A copy of the Parkview AG Consent Conditions (inclusive of the cover letter) is at Binder Tab 12 (Bates Nos. 0059-0070).

primarily to children similar to those provided at the Eastside Health Center); *Health Education Seminars* (free or low-cost seminars on a variety of health education topics, such as parenting, smoking cessation); and *Comprehensive Health Education Web Site* (providing health education information and links). The healthcare programs and services have similarly significantly expanded since then and are discussed in more detail below in this letter.

⁷ Because the 2004 CHC-RCHF Merger was in process during the IRS audit, the IRS Revenue Agent also issued a determination letter to RCHF to this effect (a true and correct copy of said IRS determination letter is at Binder Tab 11 (Bates No. 0058)).

⁸ The term “**Parkview Transaction**” means the asset purchase transaction among Parkview Community Hospital Medical Center, a California nonprofit public benefit corporation (“**Parkview Hospital**”), Parkview Community Hospital Foundation (“**Parkview Foundation**”), AHMC Healthcare Inc., a California corporation, and Doctors Hospital of Riverside LLC, a California limited liability company.

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There are substantive similarities between the Parkview Transaction and the May 1997 Transaction. For example, monetary proceeds/contributions received by the Parkview Foundation must be utilized by the Parkview Foundation for “health and wellness initiatives” for the benefit of those Riverside residents residing in “ZIP Codes” historically serviced by the Parkview Hospital.⁹ *See* Part XII, Pg. 4 (Bates No. 0064) and Part XVIII, Pg. 8 (Bates No. 68) of the Parkview AG Consent Conditions. A second similarity was Parkview Foundation’s ability to directly pay for healthcare expenses incurred by financially needy residents (which, in part, allowed RCHF to cover insurance premiums (similar to insurance premium language that was part of the Parkview AG Consent Conditions). Moreover, RCHF has funded medical/dental/vision costs through outpatient grants to organizations such as Teen Challenge and Another Way.

Contrarily, there is one substantive difference that RCHF submits justifies your office’s approval of the requests in this letter. That is, the Attorney General did not impose any inpatient/outpatient hospital limitations on the use and distribution of the monetary proceeds/contributions received by the Parkview Foundation. Rather (and seemingly based on community health needs assessment for the greater Riverside area¹⁰), the Attorney General required the Parkview Foundation to use such monetary proceeds/contributions:

“to fund, support or directly provide programs or services that address the social determinants of health within the Service Area, including but not limited to the following: healthcare services, grants for needy individuals, homeless services, mental and physical health screening programs, prevention and treatment of obesity, respiratory illness, diabetes, tobacco cessation, behavioral health, alcohol and substance abuse, child and family

⁹ *See* Article IV, Section A3 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0015); *see, also*, fn. 3 above.

¹⁰ These health needs assessments are described in the “health care impact statement” procured by the Attorney General as part of its review of the Parkview Transaction and are hereinafter referred to as the “**Parkview Community Health Needs Assessment**”.

The current RCHF limitations frustrate the delivery to Riverside residents of healthcare services that actually meet the healthcare needs and priorities identified in the Parkview Community Health Needs Assessment – due almost entirely to the requirement that for each dollar distributed by RCHF for healthcare services and education, not less than fifty-five cents (0.55¢) thereof must be given to an acute care hospital operated by either a tax-exempt nonprofit or the government (*see* Article IV, Section B2a of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0017)). This is further exacerbated by the percentage limitations on the “RCHF Trust” (*see* Article III, Sections A1 and B2a of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates Nos. 0013 and 0014, respectively)).

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wellness services, eldercare services, and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness in the community across all ages.”

Part XVIII, Pg. 8 of the Parkview AG Consent Conditions (at Binder Tab 12 (Bates No. 0068)).

V. Summary of Proposed Amendments.

Before summarizing the Proposed Amendments, the following provisions remain substantively unmodified in the Proposed RCHF Amended AOI:¹¹

- The “general purposes” in furtherance of a healthcare system in the greater County of Riverside. *See* Article II of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates Nos. 0011-0013).
- The definition of “CHC Trust” (*i.e.*, assets held by CHC and RCH prior to, or as a result of, the May 1997 Transaction). *See* Article IV, Section A1 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0015).
- The definition of “RCHF Trust” (*i.e.*, assets held by RCHF prior to, or as a result of, the May 1997 Transaction). *See* Article III, Section A1 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0013).
- The definition of “New Assets” (*i.e.*, assets acquired by CHC after the May 1997 Transaction). *See* Article III, Section A2 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0013).
- The definition of “Restricted Funds” (*i.e.*, assets held by CHC and RCH prior to, as a result of, or after the May 1997 Transaction to the extent directed for a particular use or purpose). *See* Article III, Section A3 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0013).
- The definition of “Medically Indigent” (*i.e.*, less than twice federal poverty level or Medicare or Medi-Cal ineligible). *See* Article IV, Section A16 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0017).
- The definition of “Qualified Recipient” (*i.e.*, a healthcare provider that is either a tax-exempt nonprofit or a governmental entity). *See* Article IV, Section A2 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0015).
- The definition of “Service Area” (*i.e.*, ZIP Codes whose residents

¹¹ Unless otherwise indicated, quoted capitalized terms used hereafter in this letter have the respective meanings in the RCHF Restated and Amended AOI (at Binder Tab 2 (Bates Nos. 0011-0020) and Binder Tab 3 (Bates Nos. 0021-0022)).

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historically received healthcare services from the nonprofit hospital when owned by RCH (prior to the May 1997 Transaction)). *See* Article IV, Section A3 of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0015).

- The provisions concerning: limitations on corporate activities (*See* Article V of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0018)); asset dedication and dissolution distribution (*See* Article VIII of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0019)); and amendment requirements, including Attorney General approval acknowledgement (*See* Article IX of the 2004 RCHF Restated AOI at Binder Tab 2 (Bates No. 0019)).

The Proposed Amendments are summarized as follows:

(a) *Elimination of Percentage Limitations on Use and Distribution of May 1997 Assets:*

One of the Proposed Amendments is to allow RCHF to use and distribute its “**May 1997 Assets**”¹² similar to the use by the Parkview Foundation of its monetary proceeds/contributions. This amendment results in not only providing RCHF with needed flexibility to use and distribute expenditures that actually meet the current and relevant healthcare needs and priorities identified in the Parkview Community Health Needs Assessment that are increasingly being provided to Riverside residents at community healthcare clinics, but, more importantly, eliminating the frustrating limitation favoring tax-exempt nonprofit and governmental acute care hospitals.

The proposed language reads as follows:

“Determination of Amount. This Corporation shall have no minimum annual *Expenditures* from the CHC Trust, and may use the CHC Trust to fund *Health and Welfare Care Expenditures* and *Health and Wellness Educational/Professional Expenditures*; all at such times, in such manner and in such amounts (subject to Paragraph (B)(2) of this Article IV) as shall be determined in the sole discretion of this Corporation’s Board after taking into account operating expenses, capital needs and reserves for contingencies in accordance with sound accounting practices, including, without limitation, capital calls from any investment included within the

¹² The term “**May 1987 Assets**” means the assets owned by RCH, CHC, and RCHF prior to, or as a result of, the May 1997 Transaction, including the assets in the CHC Trust and the RCHF Trust.

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CHC Trust.¹³

Article IV, Section (B)(1) of Proposed RCHF Restated AOI (at Binder Tab1 (Bates No. 0007)).

This proposed language is similar to the “purpose” language in the Parkview AG Consent Conditions, which limits the use and distribution of charitable assets *only* to “programs or services that address the social determinants of health with the Service Area” of the Parkview Foundation (*see* Part XVIII, Pg. 8 of the Parkview AG Consent Conditions (at Binder Tab 12 (Bates No. 0068))).

More importantly, there are no other limitations to the use and distribution by the Parkview Foundation of its monetary proceeds/contributions, including limitations on the type of facility at which the residents can obtain health care services.

(b) Expansion of (i.e., Updating) the “Medical Care” Definition to Align with the Current and Relevant Healthcare Needs and Priorities Identified in the Parkview Community Health Needs Assessment:

Equally important to addressing and/or providing the current and relevant healthcare needs and priorities identified in the Parkview Community Health Needs Assessment is expanding and updating the current definition of “Medical Care” to take into account the evolution of not only healthcare services and practices, but also healthcare providers.

Accordingly, the proposed language amending the old term “Medical Care” (including now referring to it as “Health and Wellness Care”) is as follows:

“Health and Wellness Care. Health, wellness, and/or medical care provided to a person by a health care provider licensed, certified, or accredited either by a governmental entity or agency of either a State or the United States or by an accrediting organization recognized as such by the health care industry, which health, wellness and/or medical care may include, but not be limited to, programs and activities that address medical and social determinants that address health and wellness within the Service Area

¹³ The italicized terms in the foregoing proposed language are new terms that too are defined in furtherance of addressing and/or providing the current and relevant healthcare needs and priorities identified in the Parkview Community Health Needs Assessment (some of which are discussed in more detail below in this Part VI, below at pages 11-24, of this letter).

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and/or to residents of the Service Area to health and wellness services, expressly including, without limitation, the following: healthcare services; grants for needy individuals; homeless services; mental and physical health screening programs; prevention and treatment of obesity; respiratory illness; diabetes; tobacco cessation; behavioral health; alcohol and substance abuse; maternal health services; child and family healthcare and wellness services; eldercare services; and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness residing in the Service Area across all ages.”

Article IV, Section (A)(3) of Proposed RCHF Restated AOI (at Binder Tab1 (Bates Nos. 0005-0006)).

Again, this proposed language is similar to the “purpose” language in the Parkview AG Consent Conditions to the extent of the described programs and services herein and therein. The programs and services in RCHF’s proposed language exceed those described in the “purpose” language in the Parkview AG Consent Conditions due to RCHF’s experience over the years derived from healthcare needs assessments solicited from community stakeholders and RCHF’s assessments based on healthcare utilized at its various healthcare clinics.

(c) *Elimination of Inpatient and Outpatient Distinctions:*

A common, recurring theme in in the considerations supporting the Proposed Amendments (Part VI, below at pages 11-24, of this letter) is the ever increasing difficulty in working with nonprofit or governmental acute-care hospitals in the Service Area to provide healthcare and wellness services to the residents. This difficulty is expressed in the opening paragraph of Part VI, below at page 11, of this letter. This difficulty is further exacerbated by the ever changing and evolving model of healthcare delivery systems. That is, the critical healthcare needs described in the Parkview Community Health Needs Assessment are most effectively and efficiently delivered on an outpatient basis at clinics and similar facilities. And the focus on “inpatient” and “outpatient” is primary to this difficulty.

Accordingly, the proposed language ensures that RCHF’s expenditures are not restricted to traditional “inpatient” and “outpatient” delivery systems, as follows:

Health and Wellness Care Expenditures. Expenditures from the CHC Trust:

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(a) that are reasonably necessary to fund Health and Wellness Care for the benefit of persons residing in the Service Area that is provided (i) by an acute care hospital duly licensed under applicable law and operated by a Qualified Recipient, or (ii) directly by this Corporation, or directly by a Qualified Recipient, either alone or on behalf of this Corporation, including at healthcare facilities substantively similar to the “*Eastside Health Center*” that is recognized by the Internal Revenue Service as a public charity providing “medical or hospital care” within the meaning of Section 170(b)(1)(A)(iii) of the Code; (b) that are reasonably necessary to fund Health and Wellness Care provided directly by this Corporation or directly by a Qualified Recipient, either alone or on behalf of this Corporation, on an ambulatory or outpatient basis, including diagnostic services, either within the Service Area or to residents of the Service Area; and (c) for the purpose of obtaining medical insurance from not-for-profit or private purveyors for the benefit of “Medically Indigent” (as defined below) persons residing in the Service Area.

Article IV, Section (A)(4) of Proposed RCHF Restated AOI (at Binder Tab1 (Bates No. 0006)).

This change is not inconsistent with either the 2004 RCHF Amended AOI or the IRS determination that RCHF, through its clinics (which operate only on an outpatient basis) continues to provide “medical and hospital care” similar to what the acute-care hospital provided prior to the merger with HCA. Moreover, the elimination of this distinction furthers the Parkview AG Consent Conditions.

VI. Considerations Supporting the Proposed Amendments.

Despite RCHF’s success over the past 23 years addressing the health and wellness care needs of Riverside residents, it has felt encumbered with the restrictions and the narrow definition of its health care priorities as it seeks to align its activities to best address the current key health and wellness care issues. Also, just recently, with the sale of the Parkview Hospital, this removes yet another Qualified Recipient for RCHF’s Inpatient Charitable Expenditures serving the Service Area. Riverside University Health Systems moved out of the Service Area years ago and Kaiser Permanente Hospital has a prohibitive administrative model and is not able to nor willing to receive funds. The major provider of hospital services, Riverside Community Hospital, is not allowed to participate as a Qualified Recipient since it is for-profit. Other considerations include:

In the past, efforts to improve health have traditionally looked to the health

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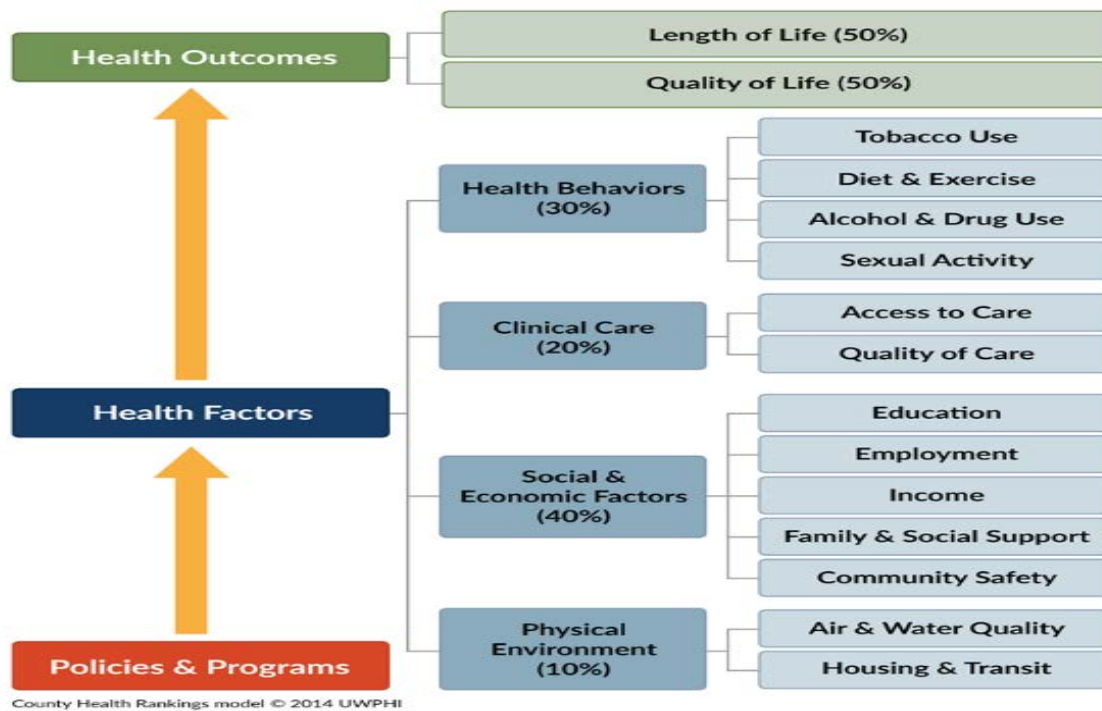
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care system with hospitals being one of the central drivers of health. However, since the May 1997 Transaction, there has been an increased recognition that improved public health and health equity outcomes require “upstream” approaches that address social, economic, and environmental factors that influence health. The RCHF Restated and Amended AOI keep our funding restricted to the traditional health care sector interventions which are insufficient as a primary strategy to address population-level health disparities. With a change in our restrictions, RCHF will be able to provide more resources into primary and preventive care which is vital for improving and maintaining health, as well as reducing health care costs in the long term.

Allowing RCHF to shift from supporting hospitals to supporting and impacting community health would result in RCHF using these resources to address structural injustices and disparities, and ensuring health services are focused on the immediate needs of those residing in the communities served. As Figure 1, below, indicates, there is much work to be addressed outside of direct clinical care in the creation and support of healthy communities.

Figure 1 - County Health Rankings Model for Building A Culture of Health



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For example, since inception in May 1997, RCHF established community-based health centers focusing on underserved population, and then complimenting the clinical services with community health education, programs, services and community health outreach workers that connect with families with resources within the communities they live. This community health worker/promotoras model has proven successful in the community because RCHF addressed three of the four factors listed in Figure 1, above.

One outcome of the Parkview Transaction was the Parkview Community Health Needs Assessment. Based on the feedback from the community, the following priorities were identified:

- (i) Health Outcomes: Diabetes, behavioral health, heart disease and stroke, chronic obstructive pulmonary disease, cancer and obesity;
- (ii) Social Determinants: High rates of poverty, lower median incomes and lower educational attainment;
- (iii) Clinical Care: Poor access to primary care and behavioral health, lack of preventive screenings for cancer and inadequate prenatal care; and
- (iv) Built Environment: Housing shortage and lack of access to healthy food.

RCHF's view of this assessment is that there needs to be a greater emphasis and funding targeting social determinants that negatively impact health and wellbeing. Social determinants of health are the conditions in which people are born, grow, live, learn and work and include factors like socioeconomic status, education, neighborhood and physical environment, employment, and social support networks, as well as access to healthcare. Addressing social determinants of health is not only important for improving overall health, but also for reducing health disparities that are often rooted in social and economic disadvantages. There have been a growing number of opportunities emerging to address social determinants of health. For example, RCHF's is being asked to partner in providing affordable healthy foods, health care, nutrition programs for homeless projects, as well as providing transportation to medical clinics, public transportation, supporting healthier corner stores in low-income communities and supporting community gardens. Addressing social determinants of health is not only important for improving overall health, but also for reducing health disparities that are often rooted in social and economic disadvantages.

For the past ten years, RCHF has experienced a health care system shift putting resources toward wellness and preventative type services rather than hospitals,

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addressing social determinants of health such as poverty, unequal access to health care, housing, geography, employment, education, and transportation.

RCHF has focused on providing preventative programs and services in the community at a reasonable cost. The United States ranks poorly compared to other industrialized countries on most important health indicators. Chronic diseases in particular are affecting the nation's health and here in Riverside in some health conditions we are leading the way. Chronic illnesses, such as diabetes, cancer and heart disease, and their underlying causes such as obesity and tobacco use, affect more than 130 million Americans – nearly half the population and account for 75% of U.S. health care spending, or \$1.5 trillion annually (Wu S, Green A. Projection of Chronic illness Prevalence and Cost Inflation. RAND Corporation, October 2000. Also, Centers for Disease Control and Prevention). In order to improve health and spend our resources wisely, RCHF must continue to keep people healthy as opposed to only treating them once a person becomes sick. Prevention is one of the best ways to help people live longer, healthier lives. Over the years, RCHF has partnered with a Federally Qualified Health Center to provide the needed access to primary care, immunizations, disease screenings, health education, dental care and behavioral counseling interventions. These services are designed to prevent disease or to detect conditions that are not yet apparent to the patient. These medical homes allow RCHF to provide community health education, programs and services that allow people to attend healthy eating classes, exercise classes, and workshops on specific health topics. Working together and investing wisely in both community clinics and community preventive services is essential if we are to successfully address the leading causes of death and disability, namely, chronic diseases and their risk factors.

The last nonprofit hospital within our immediate service area, Parkview Hospital, has transitioned into a for-profit entity, taking away the final nonprofit hospital for RCHF to grant to. Also, over the years RCHF's investments into hospitals have done very little to reduce the cost of health care and it has not been able to encourage hospitals to develop community-based preventative programs within the Service Area. Since 1997, there has been quite the change, health care has evolved, in how we tackle the many health challenges, by putting resources into outreach and placing programs within the communities we serve, and into building a health workforce that is community based. There has developed a growing body of evidence documenting the idea that health is determined by factors outside the traditional health-care setting (hospital focused) and has become a recognized approach to improving community health and addressing health disparities.

The Proposed Amendments seek to shift inpatient hospital focused funding

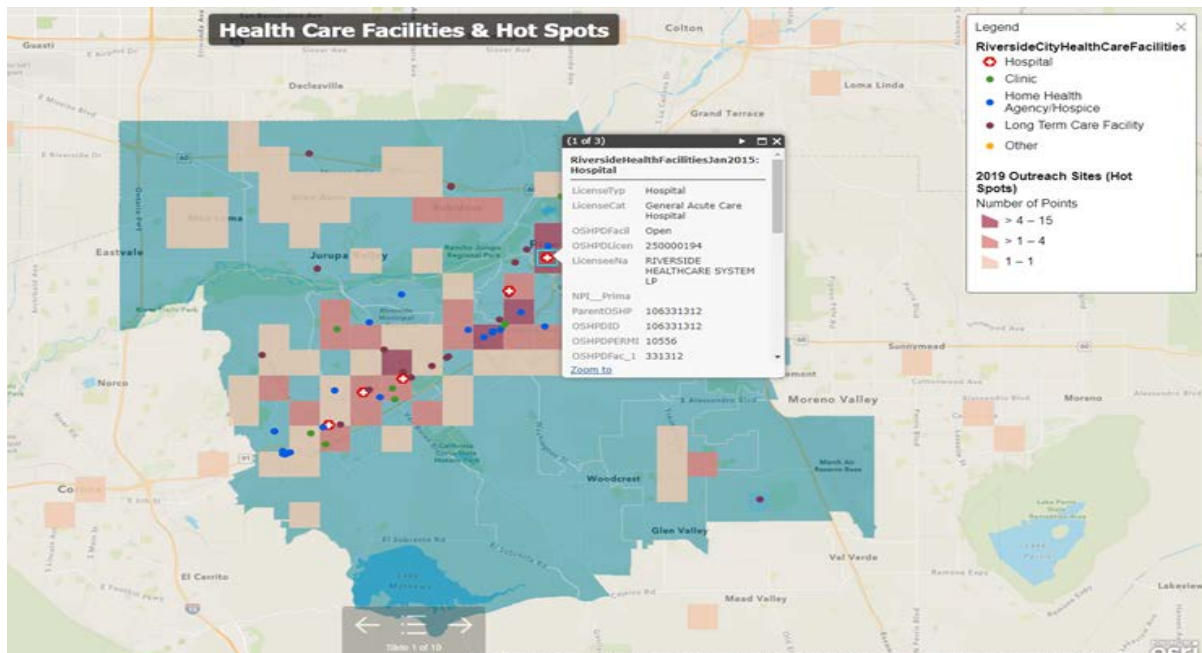
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to a more complete community focus on health issues before, during and after hospital visits. See Figure 2, below, for hospitals in the Service Area that are now for-profit.

Figure 2 - Healthcare Facilities and RCHF Outreach Hotspots



This shift would allow RCHF to increase focus in the following areas:

1. Collaboration with health providers in the creation of a grass-roots health care system that provides immediate support for community health until there is insurance for all people. RCHF supports whole-person care. The system of care for the underserved begins with our community health centers that provide medical, dental, vision, behavioral health, and specialty services in partnership with a Federally Qualified Health Center. These healthcare services are coupled with RCHF’s direct service to include healthcare navigation, health education, preventative services, and community-led outreach. Figure 2, above, also shows the RCHF outreach site hotspots. The grantmaking approach has also been restructured to support the collective impact of the direct services programs.

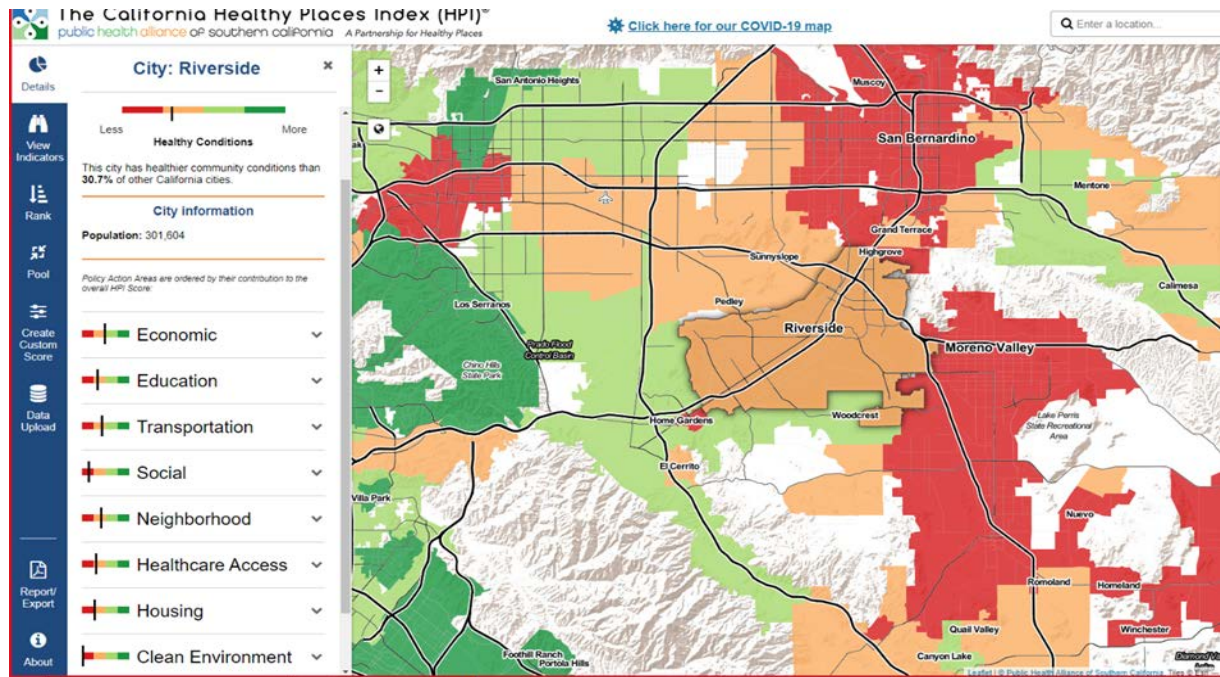
2. The shift would expand the resources of RCHF to address the social determinants of health – poverty, unequal access to care, housing, geography, employment, education, and structural racism – which needs to be confronted as these are significant

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contributing factors to health disparities, as well as obstacles to the health coverage and quality of care. Figure 3, below, shows the determinants of health as scored according to the Healthy Places Index for the City of Riverside. Figure 4, below, shows this same area in the city of Riverside with one of the most under-resourced census tract information highlighted. As indicated, the healthy conditions score is very low in many areas of the social determinants.

3. The shift would connect more individuals with social and healthcare support through the addition of health educators, community health workers (CHWs)/promotoras that our embedded in the communities to directly to respond to questions, fears and provide resources to help. This also, will allow RCHF the ability to increase the proportion of underrepresented minority groups in the health-care workforce. As communities continue to face many health challenges there is an urgency (for organizations) to promote health, reduce health disparities, and address the social determinants of health to focus as much as possible on the persistent disparities among racial/ethnic minority groups and underserved populations, which have poorer health outcomes from a preventable and treatable diseases, and human immunodeficiency virus/acquired immunodeficiency syndrome.

Figure 3: Determinants of Health as Scored According to the Healthy Places Index

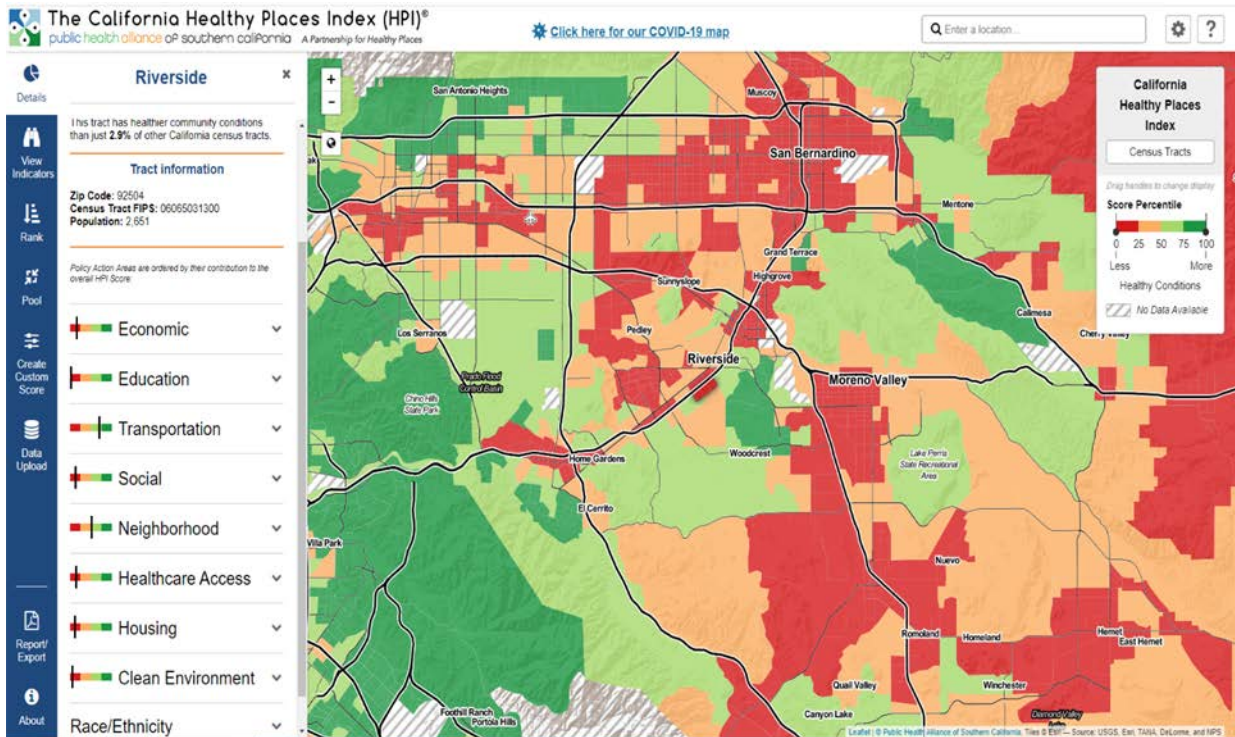


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Figure 4: Census Tract 06065031300 – Within City of Riverside Zip Code 92504



4. The shift would connect more individuals with social and healthcare support through the addition of health educators, community health workers (CHWs)/promotoras that our embedded in the communities to directly to respond to questions, fears and provide resources to help. This also, will allow RCHF the ability to increase the proportion of underrepresented minority groups in the health-care workforce. As communities continue to face many health challenges there is an urgency (for organizations) to promote health, reduce health disparities, and address the social determinants of health to focus as much as possible on the persistent disparities among racial/ethnic minority groups and underserved populations, which have poorer health outcomes from a preventable and treatable diseases, and human immunodeficiency virus/acquired immunodeficiency syndrome.

5. The shift would help improve the places where people live, learn, work and play. To be able to advance the health, safety, and well-being of those living within our service areas. This shift to focus directly with the community would allow us to spend more time and provide more resources by engaging the community, identifying needs, conducting analyses, developing partnerships, evaluating the effectiveness of the

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interventions for our community through the following programs and activities:

(a) Through its Eastside HEAL Zone initiative, conferences, clinic services, and health education classes, the Community Empowerment team aims to increase resident engagement and leadership and improve health knowledge. In 2020, the Community Empowerment team recorded over 13,800 encounters with participants and residents in the community. Over half (52%) of these encounters were made through Community Empowerment’s health education classes, followed by clinic services (36%).

(b) The Community Wellness team hosts a variety of programs, seminars, and events to improve chronic disease management and prevention, improve maternal and infant outcomes, encourage a healthy lifestyle behaviors as social norms, and increase the community’s knowledge of health-related topics through education and outreach. In 2020, Community Wellness recorded over 27,626 encounters with individuals in the community. Nearly half of those (46%) made via the team’s physical education classes. Health education and senior health education classes were also common sources of outreach, accounting for 21% and 18% of encounters, respectively.

(c) In 2020, The Pink Ribbon Place recorded over 44,000 encounters, with a large share of those contacts made through its community events (73%) and physical education classes (20%). Through a variety of community conferences and seminars, physical activity classes, individual and group counseling, and resources, the Pink Ribbon Place provides support and education for cancer survivors and their families at no cost.

(d) In the first quarter of 2020, Miles of Smiles held presentations and oral health screenings at several Alvord Unified, Jurupa Unified, and Riverside Unified schools, yielding over 12,000 encounters. A survey of youth during the dental screenings found that the need and demand for oral health education remains high. Over half of 2nd (54%) and 6th (53%) graders reported having never flossed; 57% of youth surveyed either haven’t been to a dentist in over a year or have never been to a dentist; Of the 90 teachers surveyed, 94% said that it was “very important” to have *Miles of Smiles* at their school; Teachers felt that the *Miles of Smiles* program is “a valuable service.” and “an excellent program that is greatly needed”. The Miles of Smiles program also had an impact on one of the greatest barriers kids have to going to a dentist – fear. Over 90% of 2nd, 5th, and 6th graders indicated that Miles of Smiles staff made them feel more comfortable about going to a dentist.

6. The shift would foster leadership within the medical resident program that focuses on developing culturally effective providers that learn to engage with

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community clinics, nonprofit organizations, and community with the intention to connect with community and remain within the service area for healthcare practice. This would allow RCHF to strengthen the area's workforce by improving cultural competency and increasing diversity – this is essential in meeting the health and service needs of communities of color.

The overall approach to community health that RCHF has taken (direct services, grantmaking, and community medicine) has proven to be effective and, in many cases, will show a return on investment (ROI) towards population health. For example:

(a) **RCHF has implemented the community health worker model for more than 18 years.** *The Community Preventive Services Task Force recommends interventions that engage community health workers (CHWs) to increase screening for breast cancer by mammography (evidence score 4/4). Evidence shows these interventions increase breast cancer screening rates when CHWs deliver them independently or as part of an implementation team. Organizations may hire CHWs or recruit volunteers to act in this role. CHWs may work alone or as part of an intervention team that includes other healthcare professionals.*

Source: <https://www.healthypeople.gov/2020/tools-resources/evidence-based-resource/cancer-screening-interventions-engaging-community-health-workers-%E2%80%93-breast-cancer>

(b) **Example - ROI for CHWs:** *Outcomes of randomized parallel group trial of home visits by CHWs to Medicaid-enrolled children with uncontrolled asthma versus usual care study showed that the intervention group had greater improvements in asthma symptom-free days (2.10 days more over 2 weeks; 95% CI = 1.17, 3.05; P < .001) and caretakers' quality of life (0.43 units more; 95% CI = 0.20, 0.66; P < .001) and a larger reduction in urgent health care utilization events (1.31 events fewer over 12 months; 95% CI = -2.10, -0.52; P = .001). The intervention arm compared with the control arm saved \$1340.92 for the \$707.04 additional costs invested for the average participant. The return on investment was 1.90.*

Source: <https://ajph.aphapublications.org/doi/abs/10.2105/AJPH.2015.302685>

(c) **RCHF has a partnership agreement with two Inland Empire health plans to offer the Doula Access Program.** *Birth outcomes of two groups of socially disadvantaged mothers at risk for adverse birth outcomes, one receiving prebirth assistance from a certified doula and the other representing a sample of birthing mothers who elected to not work with a doula, were compared. Doula-assisted mothers were four*

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times less likely to have a low birth weight (LBW) baby, two times less likely to experience a birth complication involving themselves or their baby, and significantly more likely to initiate breastfeeding. Communication with and encouragement from a doula throughout the pregnancy may have increased the mother's self-efficacy regarding her ability to impact her own pregnancy outcomes.

The Journal of Perinatal Education, 22(1), 49–56, <http://dx.doi.org/10.1891/1058-1243.22.1.49>

- (d) ***The 2020 Impact Report¹⁴ for RCHF showed the following:***
- (i) Nearly all mothers participating in the Doula Access Program (96%) had a post-partum check-up, which is higher than the 90% recorded nationally by the CDC.
 - (ii) Only 3.4% of babies born to mothers participating in the Doula Access Program were born prematurely (before 37 weeks), compared to the national average of 11.7%. Of the 2 mothers in the program that gave birth in 2020, only one had a baby born before 37 weeks gestation.
 - (iii) The percentage of low birthweight babies (below 2500 grams or 5.51lbs) born to mothers in the Doula Access Program in 2020 was also well below the national average – 3.4% compared to 8.3% nationwide.
 - (iv) 89% of mothers participating in the Doula Access Program agreed or strongly agreed that having a doula increased their satisfaction with the labor and delivery process.
 - (v) 86% of mothers participating in the Doula Access Program agreed strongly agreed that having a doula increased their sense of control during the birthing process.

Almost 300 families have enrolled in the program since the kick-off in 2020.

(e) **The National Diabetes Prevention Program (NDPP), My Hair, My Health Conference, and physical activity classes, such as Tai Chi, Zumba Strong, U-Jam, and Aqua Zumba, seek to help RCHF participants improve their health by making healthy lifestyle changes. ROI example: Approximately 44% of the decline in U.S. age-adjusted coronary heart disease death rates achieved in previous decades can be**

¹⁴ See, Impact Statements for 2020 Annual Report, attached at [Binder Tab 13 \(Bates Nos. 0071-0080\)](#).

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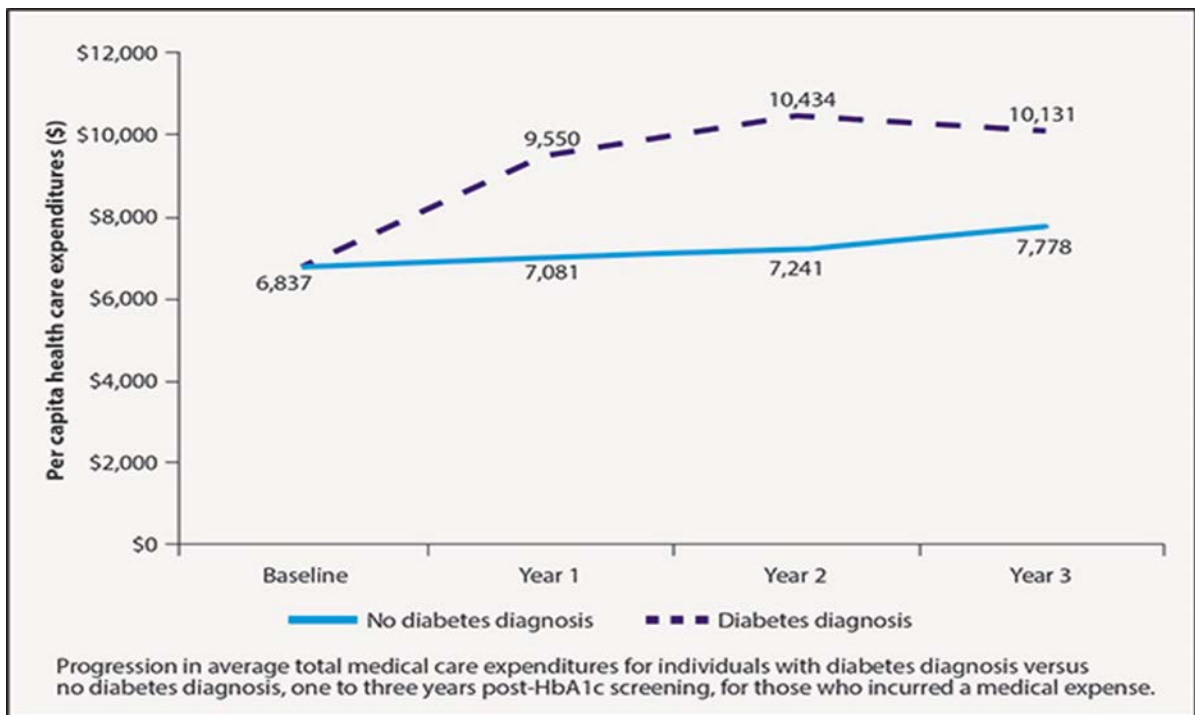
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attributed to improvements in risk factors including reductions in total blood cholesterol, systolic blood pressure, smoking prevalence, and physical inactivity. Estimates suggest that \$5.6 billion in heart disease costs could be saved if 10% of Americans began a regular walking program. Community-based programs focused on improving lifestyle behaviors, including increasing physical activity, have demonstrated the potential to create a return on investment of \$5.60 for every dollar spent within five years. Systematic reviews show that many interventions to increase physical activity are cost-effective, and are often on par with pharmaceutical interventions, especially if they involve brief exercise advice on prescription with multiple means of delivery using current technologies.

National Coalition for Promoting Physical Activity • 805 15th Street, NW, Suite 650, Washington, DC 20005 • Phone: (202) 449-8372 • <http://ncppa.org/>

RCHF has likely contributed a minimum of \$246,900 to the national per capital expenditure savings associated with the enrollment and graduation of more than 100 participants in the CDC’s National Diabetes Prevention Program.

Figure 5: Progression in Average Medical Care Expenditures for Individuals With and Without Diabetes Diagnosis



(f) For many years, the goal of Miles of Smiles has been to create a

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cavity free community which will lead to a better quality of life through education, screening and sealant placement (approximately 8,000 placement per school year).
ROI example: *Untreated cavities can have far-reaching negative consequences for people's ability to eat, speak, and learn. School-based sealant programs have been shown to increase the number of students receiving sealants and to prevent cavities. The cost effectiveness of school sealant programs was analyzed using data (from school programs in fourteen states between 2013 and 2014) on children's cavity risk, including the effects of untreated cavities on a child's quality of life. Researchers found that providing sealants in school programs to 1,000 children would prevent 485 fillings and 1.59 disability-adjusted life-years. School-based sealant programs saved society money and remained cost-effective across a wide range of reasonable values.*

10.1377/hlthaff.2016.0839 HEALTH AFFAIRS 35, NO. 12 (2016): 2233–2240 ©2016 Project HOPE— The People-to-People Health Foundation, Inc.

The Proposed Amendments reflect a broader scope of health education, programs and services that allow RCHF opportunities to expand such as what has been accomplished over the years, including the following:

- (1) Eastside Health Center Building A (began 2000) and Eastside Health Center Building B (2017): Borrego Health an FQHC provider operates the clinics providing 32,000 medical, dental and behavioral health visits annually.
- (2) Arlanza Family Health Center (2006): In partnership with Borrego Health the clinic provides 33,000 medical, dental, vision and behavioral health visits annually.
- (3) Health Education and Prevention (1997): These programs provide over 15,000 health education encounters annually offered at area hospitals, senior centers, community centers, churches, parks, and community clinics. Programs include conferences, seminars, multi-week health education courses, classroom presentations to schools and other organizations, and participation in community health fairs. This department has grown to become the **Community Wellness Programs** and now include regional and national programs in maternal wellness and diabetes prevention.
- (4) Health In Motion (1999). In partnership with Health to Hope Clinics, this 38-ft mobile clinic provided 1,500 patient encounters to homeless individuals. This program ceased in 2019.

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(5) Teen Health Programs (1999): F.A.C.T.S. (Fueling Adolescent Communities with Truths and Strategies) includes three main components: Education, Clinical Access, and Outreach. Specific programs and activities include the Riverside Challenges of Youth Coalition, CA Personal Responsibility and Education Program (PREP), RUSO Mandated Education, Teen Clinic and our Annual Young Men’s Conference, the My Best Selfie Conference for young women, and parent presentations which together provide over 11,000 adolescent encounters annually. Programs focus not only on preventing teen pregnancy in Riverside and Perris, but on reducing the risk of sexually transmitted disease as well as risk behavior, and also seek the development of teen communication strategies, decision-making skills, goal setting, healthy-relationships, violence prevention, drug aversion, career guidance and skill building. This program now falls under the **Community Empowerment Programs**.

(6) Community Settlement Association (2016): RCHF has affiliated with this Association and manages the programs that assist 5,500 low income residents with social services, food assistance, after school programs, substance abuse prevention and individual counseling to bring stability, self-sufficiency and positive changes to the community through mental, physical, and academic empowerment.

When it comes to improving community health and healthcare, RCHF has become increasingly aware of the benefits of partnerships and the importance of sharing information, leveraging resources and engaging a variety of community stakeholders to generate lasting results. RCHF’s philosophy of building relationships and partnerships has been well documented over the years. While our partnerships have some unique qualities, all partnerships are based on the notion that most health objectives cannot be achieved by any single person, organization or sector working alone.

RCHF has established trusting relationships with multiple organizations and community residents by creating an atmosphere honest communication, transparency, commitment, professionalism, and leadership. And we assure you that the community would support your approval of the Proposed Amendments.

VII. Request for Consent to Proposed Amendments.

RCHF hereby respectfully requests the consent of the Attorney General to the Proposed Amendments in the form as set forth in the Proposed RCHF Restated AOI.

We trust that we have provided sufficient information necessary and required to

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enable you to affirmatively respond to our request at the earliest possible date, and ask that you kindly contact me if you have any questions or require additional information.

Respectfully submitted,



Dwight M. Montgomery

Enc. Exhibit Binder
Bates Numbered Exhibits

cc: Jose Campos, Chair, Board of Directors, RCHF (w/ Enclosures)
Daniel Anderson, D. Min., President and CEO, RCHF (w/ Enclosures)
Shené Bowie-Hussey, DrPH, MPH, ACSM, VP and CSO, RCHF (w/ Enclosures)

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ENCLOSURE A

Exhibit Binder

Attached

Tab	Description	Bates Nos.
1	Proposed RCHF Restated AOI	0001 – 0010
2	2004 RCHF Restated AOI	0011 – 0020
3	2004 RCHF AOI Amendment	0021 – 0022
4	April 21, 1997, AG Consent Letter	0023 – 0024
5	April 23, 1997, AG Consent Letter	0025
6	1997 RCH-CHC Merger Agreement	0026 – 0030
7	1997 CHC Restated AOI	0031 – 0037
8	1997 RCHF Restated AOI	0038 – 0043
9	2003 CHC-RCHF Merger Agreement	0044 – 0049
10	IRS CHC Determination Letter re the May 1997 Transaction	0050 – 0057
11	IRS RCHF Determination Letter re the May 1997 Transaction	0058
12	Parkview AG Consent Conditions	0059 – 0070
13	2020 Annual Report Eval Impact Statements	0071 – 0080

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ENCLOSURE B

Bates Numbered Exhibits

Attached

**RESTATED
ARTICLES OF INCORPORATION
OF**

**RIVERSIDE COMMUNITY HEALTH FOUNDATION
a California nonprofit public benefit corporation**

DANIEL ANDERSON and DWIGHT M. MONTGOMERY certify that:

1. They are the President and Secretary, respectively, of Riverside Community Health Foundation, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this Corporation are hereby amended and restated in their entirety to read as follows:

I.
NAME

The name of this corporation is Riverside Community Health Foundation (“Corporation”).

II.
PURPOSES

(A) This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

(B) The specific purposes of this Corporation are to receive gifts, bequests, devises and contributions of every kind and nature, and to hold, use, administer and disburse the same to support a health care system in the County of Riverside (and surrounding areas) in the State of California.

(C) In addition, this Corporation shall undertake the following activities in furtherance of the specific purposes identified above:

- (i) To operate or support hospitals, sanitariums, asylums, rest or retirement homes, maternity homes, dispensaries, clinics and places and institutions for the care and treatment for the sick, afflicted and aged, and to directly or indirectly furnish and supply care, treatment, hospitalization and other services therein with or without compensation therefor, and in connection with any of the above activities

to acquire, receive and hold real and personal property of every kind and character by gift, endowment, government grant, benefit, allowance, or appropriation, devise, legacy, bequest or otherwise, and to perform any all acts necessary to realize said gifts, endowments, government grants, benefits, allowances, or appropriations, devises, legacies and bequests and to make the same available to this Corporation.

(ii) To accumulate, compile and distribute statistics and other data which may be to the interests of public health in its relation to hospital service.

(iii) To the extent permitted by law, to give and furnish courses of instruction in nursing and nursing assistance, dietetics, physical therapy, library work, laboratory and X-ray techniques and other subjects in connection with the support of a hospital or hospitals or other institutions owned, operated or supported by this Corporation, and in connection with the foregoing to establish, own, maintain, conduct, operate or support nurses homes, training schools, classrooms and quarters suitable for the furnishing of courses of instruction and the care and maintenance of students.

(iv) To administer the “CHC Trust”, the “RCHF Trust”, the “New Assets”, and the “Restricted Funds” (as defined below), in accordance with the applicable provisions of Article III and Article IV.

(v) To initiate, advise, direct and develop a program of community health education in the “Service Area” (as defined below).

(vi) To perform such acts and undertake such programs as may be deemed necessary to encourage and coordinate the solicitation and receipt of funds and properties of every kind and nature, in order to promote, advance and effectuate the purposes of this Corporation.

(vii) To hold meetings, publish newsletters, use public media, and adopt such other methods of processes as may be deemed appropriate by this Corporation’s “Board” (as defined below) to further the purposes of this Corporation.

(viii) To operate exclusively for charitable and educational purposes.

(ix) This Corporation shall also have the right and power to sue and be sued, to make contracts, to receive property by devise or bequest, subject to the laws regulating transfer of property by Will, and otherwise to acquire and hold all property, real and personal, including shares of stock, bonds or securities of other

corporations; to act as trustee under any trust or endowment incidental to the principal objectives of this Corporation, and to receive, hold, administer and expend funds and property subject to such trust or endowment; to convey, exchange or transfer upon trust, or otherwise dispose of all property, real or personal; provided, however, that no part of said funds or other property or the income therefrom, shall be used either directly or by contributions for such purposes for the benefit of the Corporation during such time as the Corporation does not qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (and together with the Income Tax Regulations promulgated thereunder, the "Code").

(D) As incidental to the main objects and purposes hereinbefore mentioned in Paragraphs (B) and (C) of this Article II, this Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of this Corporation.

(E) The foregoing Paragraphs of this Article II shall each be construed as purposes, objects, and powers and the matters expressed in each Paragraph shall, except as otherwise expressly provided, be in no way limited by reference to, or inference from, the terms of any other Paragraph of these Restated Articles of Incorporation, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of this Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

III. ADMINISTRATION OF EXPENDITURES FROM RCHF TRUST, NEW ASSETS AND RESTRICTED FUNDS

(A) Definitions. For purposes of this Article III, the following terms shall have the meanings indicated:

(1) Expenditures. Expenditures, including, without limitation, grants, distributions, subsidies and/or reimbursements.

(2) New Assets. Property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by this Corporation after April 30, 1997 (other than Restricted Funds (as defined below)), and the income derived therefrom, including specifically, without limitation, the net proceeds received by this Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

(3) RCHF Trust. The assets of the Corporation as of May 1, 1997 (other than Restricted Funds), and the income derived therefrom, including specifically, without limitation, the net proceeds received by this Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

(4) Restricted Funds. The assets held by this Corporation under the “*Joan F. Sullivan Memorial Fund*” and property received by gift, devise or bequest or property held in a trust of which this Corporation is trustee received or accepted by this Corporation after April 30, 1997, which expressly names “*Riverside Community Hospital*” as the beneficiary thereof, and the income derived therefrom, including specifically, without limitation, the net proceeds received by this Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon are derived from the investment thereof.

(B) Amount of Expenditures from RCHF Trust.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the RCHF Trust.

(2) Apportionment of Amount. The aggregate Expenditures made by this Corporation from the RCHF Trust pursuant to this Article III shall be made in furtherance of the permitted purposes described in Paragraph (C) of Article IV.

(C) Amount of Expenditures from New Assets.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the New Assets.

(2) Permitted Purposes of Expenditures. The aggregate Expenditures made by this Corporation from the New Assets pursuant to this Article III shall be made in furtherance of this Corporation’s purposes as described in Article II.

(D) Amount of Expenditures from Restricted Funds.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the Restricted Funds unless the instrument(s) conveying or accompanying the conveyance of the property or assets which constitute the Restricted Funds impose a minimum annual Expenditures' requirement.

(2) Apportionment of Amount. The aggregate Expenditures made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with, subject to and controlled by the instrument(s) which convey or accompany the conveyance of the property or assets which constitute the Restricted Funds.

(3) Permitted Purposes of Expenditures From Restricted Funds. The aggregate Expenditures made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with the terms of the instrument(s) which convey or accompany the conveyance of the assets or property which constitute the Restricted Funds except that wherever the term "*Riverside Community Hospital*" is found, the term "*Riverside Community Health Foundation*" shall be inserted.

IV.

ADMINISTRATION OF EXPENDITURES FROM CHC TRUST

(A) Definitions. For purposes of this Article IV, the following terms shall have the meanings indicated:

(1) CHC Trust. The assets of Community Health Corporation, a California nonprofit public benefit corporation ("CHC"), as of May 1, 1997, and the income derived therefrom, including specifically, without limitation, the net proceeds received by CHC from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

(2) Expenditures. Expenditures, including, without limitation, grants, distributions, subsidies and/or reimbursements.

(3) Health and Wellness Care. Health, wellness, and/or medical care provided by a health care provider licensed, certified or accredited either by a governmental entity or agency of either a State or the United States or by an accrediting organization recognized as such by the health care industry, which health, wellness and/or medical care may

include, but not be limited to, programs, activities, and services that address health, medical, and social determinants that address health and wellness within the Service Area and/or to residents of the Service area to health and wellness services, expressly including, without limitation, the following: healthcare services; grants for needy individuals; homeless services; mental and physical health screening programs; prevention and treatment of obesity; respiratory illness; diabetes; tobacco cessation; behavioral health; alcohol and substance abuse; maternal health services; child and family healthcare and wellness services; eldercare services; and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness residing in the Service Area across all ages.

(4) Health and Wellness Care Expenditures. Expenditures from the CHC Trust: (a) that are reasonably necessary to fund Health and Wellness Care for the benefit of persons residing in the Service Area that is provided (i) by an acute care hospital duly licensed under applicable law and operated by a Qualified Recipient, or (ii) directly by this Corporation, or directly by a Qualified Recipient, either alone or on behalf of this Corporation, including at healthcare facilities substantively similar to the “*Eastside Health Center*” that is recognized by the Internal Revenue Service as a public charity providing “medical or hospital care” within the meaning of Section 170(b)(1)(A)(iii) of the Code; (b) that are reasonably necessary to fund Health and Wellness Care provided directly by this Corporation or directly by a Qualified Recipient, either alone or on behalf of this Corporation, on an ambulatory or outpatient basis, including diagnostic services, either within the Service Area or to residents of the Service Area; and (c) for the purpose of obtaining medical insurance from not-for-profit or private purveyors for the benefit of “Medically Indigent” (as defined below) persons residing in the Service Area.

(5) Health and Wellness Educational/Professional Expenditures. Expenditures from the CHC Trust that are reasonably necessary to fund community health and wellness educational and/or professional medical educational programs and/or activities conducted within the Service Area either by this Corporation or on behalf of this Corporation in furtherance of, supporting, and/or complementary to the purposes enumerated in this Article IV.

(6) Medically Indigent. A person shall be treated as “Medically Indigent” if (a)

such person establishes “income” not exceeding twice the “federal poverty level” (as those terms are defined, and updated from time to time, by the United States Department of Health and Human Services (including any successor thereto)), and (b) the Medical Care to be provided does not qualify for reimbursement from any payor, including the Medicare or Medi-Cal programs.

(7) Qualified Recipient. A California nonprofit public benefit corporation, exempt from federal income taxes under Section 501(a) of the Code because it is described in Section 501(c)(3) of the Code, or an instrumentality or agency of the State of California, the County of Riverside or the Cities of Riverside, Moreno Valley, Jurupa Valley, Perris, Corona, Norco or Mira Loma.

(8) Service Area. The geographic area defined by the city limits of the Cities of Jurupa Valley and Riverside, including the following ZIP codes: 92501; 92502; 92503; 92504; 92505; 92506; 92507; 92508; 92518; 92521; 92522; 92509; and 91752.

(B) Amount of Expenditures from CHC Trust.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the CHC Trust, and may use the CHC Trust to fund Health and Welfare Care Expenditures and Health and Wellness Educational/Professional Expenditures; all at such times, in such manner and in such amounts (subject to Paragraph (B)(2) of this Article IV) as shall be determined in the sole discretion of this Corporation’s Board after taking into account operating expenses, capital needs and reserves for contingencies in accordance with sound accounting practices, including, without limitation, capital calls from any investment included within the CHC Trust.

(2) Apportionment of Amount. The aggregate Expenditures made by this Corporation from the CHC Trust pursuant to this Article IV shall be made in furtherance of the permitted purposes described in Paragraph (C) of this Article IV.

(3) Documentation. Expenditures from the CHC Trust to a Qualified Recipient shall be accompanied by written documentation describing the restriction on the grantee’s use of funds. This Corporation shall receive the written commitment of the grantee, at the time the grant or distribution is made, that the grantee shall abide with such restrictions and provide to this Corporation such documentation as this Corporation may require regarding the manner in which the funds were used after being expended by the grantee.

(C) Permitted Purposes of Expenditures from CHC Trust and RCHF Trust. Subject to Paragraph (B)(1) of this Article IV, this Corporation may make Expenditures from the CHC Trust and from the RCHF Trust to fund Health and Welfare Care Expenditures and Health and Wellness Educational/Professional Expenditures.

IV.
LIMITATION ON CORPORATE ACTIVITIES

(A) This Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code.

(B) Notwithstanding any other provision of these Restated Articles of Incorporation or the Bylaws (as restated and/or amended from time to time), this Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

(C) No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI.
MEMBERS

This Corporation shall have no members.

VII.
DIRECTORS

The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors (“Board”). The number of members (“Directors”) of the Board of this Corporation shall be fixed from time to time by the Bylaws of this Corporation.

VIII.
DEDICATION AND DISSOLUTION

(A) The property of this Corporation is irrevocably dedicated to charitable and

educational purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code (“RTC”) and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes meeting the requirements for exemption under Section 214 of the RTC and which has established its tax exempt status under Section 501(c)(3) of the Code.

(B) If this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the County in which this Corporation has its principal office, upon petition therefore by the Attorney General, or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IX. AMENDMENTS

These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of a majority of the Directors of the Board and with the written approval of the California Attorney General.”

3. The foregoing restatement of the Articles of Incorporation of this Corporation has been duly approved by the Board of Directors of this Corporation.
4. This Corporation has no members.
5. These Restated Articles of Incorporation have been approved by the Attorney General of the State of California.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in these Restated Articles of Incorporation are true and correct of our own knowledge.

DATED: _____, 2020

DANIEL ANDERSON
President

DATED: _____, 2020

DWIGHT M. MONTGOMERY
Secretary

DRAFT

679957 A0605935

FILED ARA
the office of the Secretary of State
of the State of California

JAN 01 2004
Kevin Shelley
KEVIN SHELLEY, Secretary of State

RESTATED
ARTICLES OF INCORPORATION
OF

RIVERSIDE COMMUNITY HEALTH FOUNDATION
A California nonprofit public benefit corporation

MARK T. WILLIAMS and ROBERT HERRICK certify that:

1. They are the President and Secretary, respectively, of Riverside Community Health Foundation, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this Corporation are hereby amended and restated in their entirety to read as follows:

I.

NAME

The name of this Corporation is Riverside Community Health Foundation.

II.

PURPOSES

- A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law for public and charitable purposes.
- B. The specific purposes of this Corporation are to receive gifts, bequests, devises and contributions of every kind and nature, and to hold, use, administer and disburse the same to support a health care system in the County of Riverside, and surrounding areas in the State of California.
- C. In addition, the Corporation shall undertake the following activities in furtherance of the specific purposes identified above:
 1. To operate or support hospitals, sanitariums, asylums, rest or retirement homes, maternity homes, dispensaries, clinics and places and institutions for the care and treatment for the sick, afflicted and aged, and to directly or indirectly furnish and supply care, treatment, hospitalization and other services therein with or without compensation therefor, and in connection with any of the above activities to acquire, receive and hold real and personal property of every kind and character by gift, endowment, government grant, benefit, allowance, or appropriation, devise, legacy, bequest or otherwise, and to perform any all acts necessary to realize said gifts, endowments, government grants, benefits, allowances, or

appropriations, devises, legacies and bequests and to make the same available to the Corporation.

2. To accumulate, compile and distribute statistics and other data which may be to the interests of public health in its relation to hospital service.

3. To the extent permitted by law, to give and furnish courses of instruction in nursing and nursing assistance, dietetics, physical therapy, library work, laboratory and X-ray techniques and other subjects in connection with the support of a hospital or hospitals or other institutions owned, operated or supported by the Corporation, and in connection with the foregoing to establish, own, maintain, conduct, operate or support nurses homes, training schools, classrooms and quarters suitable for the furnishing of courses of instruction and the care and maintenance of students.

4. To administer the CHC Trust, RCHF Trust, New Assets, and Restricted Funds, as herein defined, in accordance with the provisions of Articles III and IV below.

5. To initiate, advise, direct and develop a program of community health education in the Service Area, as herein defined.

6. To perform such acts and undertake such programs as may be deemed necessary to encourage and coordinate the solicitation and receipt of funds and properties of every kind and nature, in order to promote, advance and effectuate the purposes of this Corporation.

7. To hold meetings, publish newsletters, use public media, and adopt such other methods of processes as may be deemed appropriate by the Corporation's Board of Directors to further the purposes of this Corporation.

8. To operate exclusively for charitable and educational purposes.

9. This Corporation shall also have the right and power to sue and be sued, to make contracts, to receive property by devise or bequest, subject to the laws regulating transfer of property by Will, and otherwise to acquire and hold all property, real and personal, including shares of stock, bonds or securities of other corporations; to act as trustee under any trust or endowment incidental to the principal objectives of this Corporation, and to receive, hold, administer and expend funds and property subject to such trust or endowment; to convey, exchange or transfer upon trust, or otherwise dispose of all property, real or personal; provided, however, that no part of said funds or other property or the income therefrom, shall be used either directly or by contributions for such purposes for the benefit of the Corporation during such time as the Corporation does not qualify as an exempt organization under Section 501(c)(3) of the United States Internal Revenue Code, or its Regulations as now in force.

D. As incidental to the main objects and purposes hereinbefore mentioned in Paragraph B and C of this Article II, this Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of the Corporation .

E. The foregoing Paragraphs shall each be construed as purposes, objects, and powers and the matters expressed in each Paragraph shall, except as otherwise expressly provided, be in no way limited by reference to, or inference from, the terms of any other Paragraph of these Restated Articles of Incorporation, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of the Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

III.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS FROM RCHF TRUST, NEW ASSETS AND RESTRICTED FUNDS

A. Definitions. For purposes of this Article III, the following terms shall have the meanings indicated:

1. RCHF Trust. The assets of the Corporation as of May 1, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. New Assets. Property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

3. Restricted Funds. The assets held by the Corporation under the "Joan F. Sullivan Memorial Fund" and property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 which expressly names Riverside Community Hospital as the beneficiary thereof, and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon are derived from the investment thereof.

B. Amount of Expenditures, Grants or Distributions from RCHF Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the RCHF Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the RCHF Trust pursuant to this Article III shall be made in the following proportions:

a. Support of CHC Trust. Not less than Fifty-Nine percent (59%) of the total aggregate distributions and grants of the Corporation from the RCHF Trust shall be made in accordance with, subject to, and controlled by the provisions of Article IV of these Restated Articles of Incorporation;

b. Community Health Education. Not less than Forty-One percent (41%) of the total aggregate distributions and grants of the Corporation from the RCHF Trust shall be made to initiate, advise, direct and develop a program of community health education in the Service Area.

C. Amount of Expenditures, Grants or Distributions From New Assets.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the New Assets.

2. Permitted Purposes of Expenditures, Distributions and Grants. The aggregate expenditures, distributions and grants made by this Corporation from the New Assets pursuant to this Article III shall be made in furtherance of the Corporation's purposes as identified in Article II herein.

D. Amount of Expenditures, Grants or Distributions From Restricted Funds.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the Restricted Funds unless the instrument(s) conveying or accompanying the conveyance of the property or assets which constitute the Restricted Funds impose a minimum annual expenditure, distribution or grant requirement.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with, subject to and controlled by the instrument(s) which convey or accompany the conveyance of the property or assets which constitute the Restricted Funds.

3. Permitted Purposes of Expenditures, Distributions and Grants From Restricted Funds. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with the terms

of the instrument(s) which convey or accompany the conveyance of the assets or property which constitute the Restricted Funds except that wherever the term "Riverside Community Hospital" is found, the term "Riverside Community Health Foundation" shall be inserted.

IV.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS FROM CHC TRUST

A. Definitions. For purposes of this Article IV, the following terms shall have the meanings indicated:

1. CHC Trust. The assets of Community Health Corporation, a California nonprofit public benefit corporation, as of May 1, 1997, and the income derived therefrom, including specifically, without limitation, the net proceeds received by Community Health Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. Qualified Recipient. A California nonprofit public benefit corporation, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code") because described in Section 501(c)(3) of the Code, or an instrumentality or agency of the State of California, the County of Riverside or the Cities of Riverside, Moreno Valley, Perris, Corona, Norco or Mira Loma.

3. Service Area. The geographic area defined by the city limits of the City of Riverside, including the following ZIP codes: 92501, 92502, 92503, 92504, 92505, 92506, 92507, 92508, 92518, 92521, 92522, 92509 and 91752.

4. Inpatient Charitable Expenditures. (a) Expenditures from the CHC Trust that are reasonably necessary to operate Inpatient Healthcare Programs; (b) Inpatient Medical Care Grants or Distributions; and (c) Expenditures from the CHC Trust for the purpose of purchasing medical insurance from not-for-profit or private purveyors for the benefit of Medically Indigent persons residing in the Service Area.

5. Inpatient Medical Care Grant or Distribution. A grant or distribution from the CHC Trust either directly to a Qualified Recipient which operates an acute care hospital duly licensed under applicable law or to a partnership, joint venture, limited liability company, or corporation owned or controlled by the Corporation and such a Qualified Recipient, that, by its terms, is restricted solely to (a) subsidizing or reimbursing Inpatient Healthcare either within the Service Area or to residents of the Service Area or, (b) funding programs that provide Inpatient Healthcare either within the Service Area or to residents of the Service Area.

6. Inpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Inpatient Healthcare.

7. Hospital Acute Inpatient Medical Care. Medical Care provided to inpatients who are residents of the Service Area by an acute care hospital duly licensed under applicable law and operated by a Qualified Recipient.
8. Inpatient Healthcare.
- (a) Hospital Acute Inpatient Medical Care or
 - (b) Inpatient-type Medical Care.
9. Inpatient-type Medical Care. Medical Care provided to residents of the Service Area by an acute care hospital duly licensed under applicable law and operated by a Qualified Recipient that does not constitute Hospital Acute Inpatient Medical Care, but which was historically provided by Riverside Community Hospital in a manner that constituted Hospital Acute Inpatient Medical Care.
10. Outpatient Charitable Expenditures. (a) Outpatient Medical Care Grants or Distributions, (b) expenditures from the CHC Trust that are reasonably necessary to operate Outpatient Healthcare Programs and (c) expenditures from the CHC Trust for the purpose of purchasing medical insurance from not-for-profit or private purveyors for the benefit of Medically Indigent persons residing in the Service Area.
11. Outpatient Medical Care Grant or Distribution. A grant or distribution from the CHC Trust either directly to a Qualified Recipient or to a partnership, joint venture, limited liability company, or corporation owned or controlled by the Corporation and such a Qualified Recipient, that, by its terms, is restricted solely to (a) subsidizing or reimbursing Outpatient Healthcare either within the Service Area or to residents of the Service Area or, (b) funding programs that provide Outpatient Healthcare either within the Service Area or to residents of the Service Area.
12. Outpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Outpatient Healthcare.
13. Outpatient Healthcare. Medical care provided on an ambulatory or outpatient basis, including diagnostic services, either within the Service Area or to residents of the Service Area.
14. Health/Medical Education Expenditure. An expenditure, grant or distribution from the CHC Trust in furtherance of the purposes enumerated herein that, by its terms, is restricted solely to supporting community health education or professional medical education within the Service Area.
15. Medical Care. Medical care provided to a patient by a health care provider licensed by the State of California. Care not provided by a health care provider required to

be licensed in the State of California shall not be considered “medical care” for the purposes of this Article IV of these Restated Articles of Incorporation.

16. Medically Indigent. A person shall be treated as “Medically Indigent” if (a) such person establishes income not exceeding twice the federal poverty level and (b) the medical care at issue does not qualify for reimbursement from any payor, including the Medicare or Medi-Cal programs.

17. OSHPD Index. The net change, on a percentage basis, as of the end of each calendar year from the previous calendar year, in Total Statewide Total Gross Inpatient Revenue and Total Gross Outpatient Revenue as defined and published by the Office of Statewide Health Planning and Development of the State of California.

B. Amount of Expenditures, Grants or Distributions from Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements, and may use the CHC Trust to (a) make Inpatient Charitable Expenditures, Inpatient Medical Grants or Distributions, Outpatient Charitable Expenditures, Outpatient Medical Care Grants or Distributions, (b) directly conduct and/or operate Inpatient Healthcare Programs, Outpatient Healthcare Programs and (c) make Health/Medical Education Expenditures, all at such times, in such manner and in such amounts (subject to Paragraph 2 below) as shall be determined in the sole discretion of the Corporation’s Board of Directors after taking into account operating expenses, working capital needs and reserves for contingencies in accordance with sound accounting practices, including without limitation, capital calls from any investment included within the CHC Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the CHC Trust pursuant to this Article IV shall be in the following proportions:

a. Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions: Not less than fifty-five percent (55%) of the total aggregate distributions and grants from the CHC Trust;

b. Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions: Not more than forty-two and one-half percent (42.5%) of the total aggregate distributions and grants from the CHC Trust; and

c. Health/Medical Education Grants or Distributions: Not more than two and one-half percent (2.5%) of the total aggregate distributions and grants from the CHC Trust.

3. Documentation. Any grant or distribution from the CHC Trust to a Qualified Recipient shall be accompanied by written documentation describing the restriction on the grantee’s use of funds. The Corporation shall receive the written commitment of the grantee,

at the time the grant or distribution is made, that the grantee shall abide with such restrictions and provide to the Corporation such documentation as the Corporation may require regarding the manner in which the funds were used after being expended by the grantee.

4. Adjustment of Apportionment. The apportionment percentages reflected in Paragraphs 2a and 2b above for Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions and Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions, shall be adjusted proportionately, upwards or downwards, on an annual basis, by the OSHPD Index. For example, if the OSHPD Index reflects a 10% increase in Total Gross Inpatient Revenue and a corresponding 10% decrease in Total Gross Outpatient Revenue, the apportionment percentage in Paragraph 2a above shall be increased by 10% to 60.5% and the apportionment percentage in Paragraph 2b above shall be decreased by 10% to 38.25%. If the OSHPD Index is no longer published, the Corporation may make the adjustment by reference to such other similar index or measurement as is agreed to, in writing, between the Corporation and the Attorney General of the State of California.

C. Permitted Purposes of Expenditures, Distributions and Grants. The Corporation may make expenditures, distributions or grants from the CHC Trust to fund Inpatient Charitable Expenditures, Outpatient Charitable Expenditures and to make Inpatient Medical Care Grants or Distributions, Outpatient Medical Care Grants or Distributions, or Health/Medical Education Expenditures in the proportions specified in Paragraph B2 above. Except as provided in Paragraph B1 above, no expenditures, distributions or grants to, or other transfer from the CHC Trust for the direct or indirect purpose of benefitting any person or organization, other than pursuant to an Inpatient Charitable Expenditure, an Outpatient Charitable Expenditure, an Inpatient Medical Care Grant or Distribution, an Outpatient Medical Care Grant or Distribution, or a Health/Medical Education Expenditure, are permitted

V.

LIMITATION ON CORPORATE ACTIVITIES

A. The Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Notwithstanding any other provision of these Restated Articles of Incorporation or the Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

C. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI.

MEMBERS

This Corporation shall have no members.

VII.

DIRECTORS

The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of Directors of this Corporation shall be fixed from time to time by the Bylaws of this Corporation.

VIII.

DEDICATION AND DISSOLUTION

A. The property of the Corporation is irrevocably dedicated to charitable, educational and scientific purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and scientific purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. If this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by Decree of the Superior Court of the County in which the Corporation has its principal office, upon petition therefore by the Attorney General, or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IX.

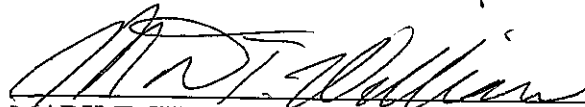
AMENDMENTS

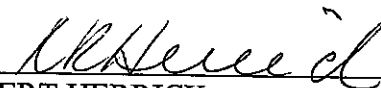
These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of a majority of the members of the Board of Directors of the Corporation and with the written approval of the California Attorney General.”

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

4. This Corporation has no members.
5. These Restated Articles have been approved by the Attorney General Of California.
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in these Restated Articles of Incorporation are true and correct of our own knowledge.

DATE: December 12, 2003


MARK T. WILLIAMS,
President


ROBERT HERRICK,
Secretary

0679957

FILED
In the office of the Secretary of State
of the State of California

AUG 21 2006

**CERTIFICATE OF AMENDMENT
of
ARTICLES OF INCORPORATION
of**

**RIVERSIDE COMMUNITY HEALTH FOUNDATION
a California nonprofit public benefit corporation**

DAN ANDERSON and DWIGHT MONTGOMERY certify that:

1. They are the President and Secretary, respectively, of RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit public benefit corporation.
2. Article VIII. A. of the Articles of Incorporation, as amended and restated, of said Corporation is amended to read as follows:

"VIII.

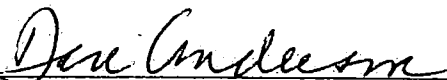
DEDICATION AND DISSOLUTION

A. The property of the Corporation is irrevocably dedicated to charitable and educational purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended."

3. The foregoing amendment has been duly approved by the Board of Directors of the Corporation.
4. The Corporation has no members.
5. This Certificate of Amendment of Articles of Incorporation has been approved by the Attorney General of the State of California.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Amendment of Articles of Incorporation are true and correct of our own knowledge.

DATED: August 17, 2006.



DAN ANDERSON

President



DWIGHT M. MONTGOMERY

Secretary



DANIEL E. LUNGREN
Attorney General

300 SOUTH SPRING STREET, SUITE 5212
LOS ANGELES, CA 90013
(213) 897-2000

FACSIMILE: (213) 897-7605
(213) 897-2178

April 21, 1997

George M. Reyes, Esq.
Best, Best & Krieger
400 Mission Square
3750 University Avenue
P.O. Box 1028
Riverside, CA 92502

RE: Riverside Community Hospital Notice of Proposed Transaction

Dear Mr. Reyes:

The Attorney General hereby consents, pursuant to the provisions of Corporations Code section 5915, to the proposed transaction between Community Healthcare Corporation (CHC), the Riverside Community Hospital (RCH) and certain related entities and Columbia/HCA for which you gave us notice on February 7, 1997. Under terms of the proposed transaction, RCH will be transferred to a for-profit joint venture to be owned by CHC (25%) and Columbia/HCA (75%). CHC will, in addition to the ownership interest in the joint venture, receive net proceeds of sale in the amount of approximately \$22.8 million and will retain current assets of approximately \$5.3 million. The CHC interest in the joint venture is valued at \$15.7 million. Thus, CHC will have a balance sheet at the close with assets totalling approximately \$43.8 million.

Our approval is conditioned on:

- 1.) execution of final documents in the form submitted to our office under cover of your letter dated April 19, 1997 reflecting the revisions agreed to during our review process to reflect a sales price of \$72.5 million and a permanent "put" in favor of CHC at the fair market value of the joint venture, with no discounts;
- 2.) adoption by the CHC Board of Directors and filing with the California Secretary of State Restated Articles of Incorporation in the form submitted to our office under cover of your letter dated April 16, 1997; and

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APR 25 1997

BEST BEST & KRIEGER

George M. Reyes, Esq.
September 11, 1996
Page 2

- 3.) CHC seeking court approval of the revised charitable trust provisions of the Restated Articles of Incorporation for CHC.

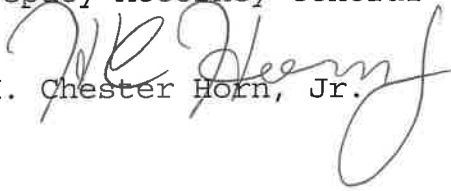
The Attorney General has concluded that the proposed transaction satisfies the statutory criteria set out in Corporations Code section 5917(a)-(i).

Thank you for your cooperation and that of your client throughout the review process.

Sincerely,

DANIEL E. LUNGREN
Attorney General
H. CHESTER HORN, JR.
Deputy Attorney General

By: H. Chester Horn, Jr.



cc: James R. Schwartz



DANIEL E. LUNGREN
Attorney General

State of California
DEPARTMENT OF JUSTICE

300 SOUTH SPRING STREET, SUITE 5212
LOS ANGELES, CA 90013
(213) 897-2000

FACSIMILE: (213) 897-7605
(213) 897-2178

April 23, 1997

George M. Reyes, Esq.
Best, Best & Krieger
400 Mission Square
3750 University Avenue
P.O. Box 1028
Riverside, CA 92502

RE: Merger of Riverside Community Hospital into Community
Healthcare Corporation

Dear Mr. Reyes:

The Attorney General hereby consents, pursuant to the provisions of Corporations Code section 6010, to the proposed merger of Riverside Community Hospital into Community Healthcare Corporation (CHC). The Attorney General also consents to the merger of Riverside Community Health Services Corporation and Riverside Community Ventures Corporation into CHC. These consents are based on the plans of merger outlined in your letter dated April 9, 1997 and are based on the representations contained in that letter and its attachments.

Sincerely,

DANIEL E. LUNGREN
Attorney General
H. CHESTER HORN, JR.
Deputy Attorney General

By: H. Chester Horn, Jr.

A handwritten signature in cursive script, appearing to read "H. Chester Horn, Jr.", written over the typed name.

cc: James R. Schwartz

RECEIVED

APR 25 1997

BEST BEST & KRIEGER

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1336823 Jun

A491561

EXHIBIT BINDER: 0026
FILED

In the office of the Secretary of State
of the State of California

**AGREEMENT AND PLAN OF MERGER
OF
RIVERSIDE COMMUNITY HOSPITAL
INTO
COMMUNITY HEALTH CORPORATION**

MAY 0 1 1997

Bill Jones
BILL JONES, Secretary of State

AGREEMENT AND PLAN OF MERGER entered into by RIVERSIDE COMMUNITY HOSPITAL and COMMUNITY HEALTH CORPORATION as approved by the Board of Directors, and as applicable, the members of said Corporations pursuant to Sections 6011 and 6012 of the California Corporations Code.

1. RIVERSIDE COMMUNITY HOSPITAL, a California nonprofit public benefit corporation sometimes hereinafter referred to as the "disappearing corporation," shall be merged with and into COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation sometimes hereinafter referred to as the "surviving corporation." Such merger of California nonprofit public benefit corporations is permitted under Section 6010 of the Nonprofit Corporation Law of the State of California.

2. The separate existence of RIVERSIDE COMMUNITY HOSPITAL shall cease upon the effective date of the merger in accordance with the provisions of the Nonprofit Corporation Law of the State of California.

3. COMMUNITY HEALTH CORPORATION shall continue its existence as said surviving corporation under its present name pursuant to the provisions of the Nonprofit Corporation Law of the State of California.

4. The Articles of Incorporation of the surviving corporation upon the effective date of the merger shall be the Articles of Incorporation of said surviving corporation as the same shall be restated following approval thereof by the California Attorney General and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Nonprofit Corporation Law of the State of California.

5. The bylaws of the surviving corporation upon the effective date of the merger in the State of California shall be the bylaws of said surviving corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Nonprofit Corporation Law of the State of California.

6. The directors and officers of the surviving corporation upon the effective date of the merger in the State of California shall continue to be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their directorships and offices until the election, choice and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

7. The surviving corporation has members and is the sole Corporate Member of the disappearing corporation. The merger shall be effected without any conversion of membership or any other interest in the disappearing corporation into membership and/or other interest in the surviving corporation.

8. The Board of Directors and the proper officers of the disappearing corporation and of the surviving corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things to prepare, execute, deliver, file and/or record any and all instruments, papers and documents that shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger herein provided for.

9. A copy of this Agreement and Plan of Merger has been provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger provided herein, as required by Section 6010(b) of the Nonprofit Corporation Law of the State of California.

10. The merger herein provided for shall become effective upon the filing of the Certificate of Merger by the Office of the Secretary of the State of California, and such Certificate of Merger shall not contain any provision to the contrary.

12. This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Date: April 24, 1997

COMMUNITY HEALTH CORPORATION

By: Nancy J. Bitting
NANCY BITTING, President

By: Bruce Bennett
BRUCE BENNETT, Assistant Secretary

Date: April 24, 1997

RIVERSIDE COMMUNITY HOSPITAL

By: Nancy J. Bitting
NANCY BITTING, President

By: Robert D. Jaspán
ROBERT JASPAN, M.D., Secretary

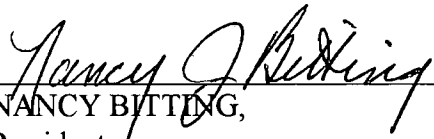
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

NANCY BITTING and BRUCE BENNETT certify that:

1. They are the President and Assistant Secretary, respectively of COMMUNITY HEALTH CORPORATION, a California Nonprofit Public Benefit Corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the required vote of the members of the Corporation.
3. There is only one class of members and the total number of members of the Corporation entitled to vote on the merger is 110.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: April 24, 1997



NANCY BITTING,
President



BRUCE BENNETT,
Assistant Secretary


**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

NANCY BITTING and ROBERT JASPAN, M.D. certify that:


1. They are the President and Secretary, respectively of RIVERSIDE COMMUNITY HOSPITAL, a California Nonprofit Public Benefit Corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the required vote of the sole Corporate Member of the Corporation.
3. There is only one class of members and the total number of members of the Corporation entitled to vote on the merger is one.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: April 24, 1997



NANCY BITTING, President



ROBERT JASPAN, M.D., Secretary

A491560

EXHIBIT B LIND 0030
in the office of the Secretary of State
of the State of California

1336823 Jun

MAY 0 1 1997

CERTIFICATE OF OWNERSHIP

Bill Jones
BILL JONES, Secretary of State

NANCY BITTING and BRUCE BENNETT certify that:

1. They are the President and Assistant Secretary, respectively, of COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation.
2. This Corporation owns all of the outstanding shares of RIVERSIDE COMMUNITY HEALTH SERVICES CORPORATION, a California corporation.
3. This Corporation owns all of the outstanding shares of RIVERSIDE COMMUNITY VENTURES CORPORATION, a California corporation.
4. The Board of Directors of this Corporation duly adopted and approved the

following resolution:

RESOLVED, that this corporation merge RIVERSIDE COMMUNITY HEALTH SERVICES CORPORATION and RIVERSIDE COMMUNITY VENTURES CORPORATION, its wholly owned subsidiaries, into itself and assume all of their obligations pursuant to Section 1110 of the California Corporations Code.

5. The Attorney General of the State of California has approved the mergers.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: February 3, 1997

Nancy Bitting

NANCY BITTING, President

Bruce Bennett

BRUCE BENNETT, Assistant Secretary

A491596

EXHIBIT BINDER-0634
FILED
The office of the Secretary of State
of the State of California

1336823

MAY 01 1997

Bill Jones
BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF

COMMUNITY HEALTH CORPORATION
A California Nonprofit Corporation

NANCY BITTING and BRUCE BENNETT certify that:

1. They are the President and Assistant Secretary, respectively, of COMMUNITY HEALTH CORPORATION, a California nonprofit corporation.
2. The Articles of Incorporation of said Corporation are amended and restated in their entirety to read as follows:

I.

NAME

The name of this Corporation is COMMUNITY HEALTH CORPORATION.

II.

PURPOSES

- A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purposes of this Corporation are to support a health care system in the County of Riverside, and surrounding areas in the State of California.
- C. In addition, the Corporation shall undertake the following activities in furtherance of the specific purposes identified above:
 1. To operate or support hospitals, sanitariums, asylums, rest or retirement homes, maternity homes, dispensaries, clinics and places and institutions for the care and treatment for the sick, afflicted and aged, and to directly or indirectly furnish and supply care, treatment, hospitalization and other services therein with or without compensation

therefor, and in connection with any of the above activities to acquire, receive and hold real and personal property of every kind and character by gift, endowment, government grant, benefit, allowance, or appropriation, devise, legacy, bequest or otherwise, and to perform any all acts necessary to realize said gifts, endowments, government grants, benefits, allowances, or appropriations, devises, legacies and bequests and to make the same available to the Corporation.

2. To accumulate, compile and distribute statistics and other data which may be to the interests of public health in its relation to hospital service.
3. To the extent permitted by law, to give and furnish courses of instruction in nursing and nursing assistance, dietetics, physical therapy, library work, laboratory and X-ray techniques and other subjects in connection with the support of a hospital or hospitals or other institutions owned, operated or supported by the Corporation, and in connection with the foregoing to establish, own, maintain, conduct, operate or support nurses homes, training schools, classrooms and quarters suitable for the furnishing of courses of instruction and the care and maintenance of students.
4. To act as Trustee under any Trusts or endowment incidental to the principal objects of the Corporation, and in connection therewith to receive, hold, administer and expend funds and real and personal property of every kind and character whatsoever subject to such trust or endowment.
5. To administer the Trust, as herein defined, in accordance with the provisions of Article III below.

D. As incidental to the main objects and purposes hereinbefore mentioned in Paragraph B and in subparagraphs 1, 2, 3, 4 and 5 of Paragraph C of this Article, the Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of the Corporation .

E. The foregoing clauses shall each be construed as purposes, objects, and powers and the matters expressed in each clause shall, except as otherwise expressly provided, be in nowise limited by reference to, or inference from, the terms of any other clause, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of the Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

III.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS FROM TRUST

A. Definitions. For purposes of this Article III, the following terms shall have the meanings indicated:

1. Trust. The assets of the Corporation as of the date of filing with the California Secretary of State hereof and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. Qualified Recipient. A California nonprofit public benefit corporation, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "code") because described in Section 501(c)(3) of the Code, or an instrumentality or agency of the State of California, the County of Riverside or the Cities of Riverside, Moreno Valley, Perris, Corona, Norco or Mira Loma.

3. Service Area. The geographic area defined by the city limits of the City of Riverside, including the following ZIP codes: 92501, 92502, 92503, 92504, 92505, 92506, 92507, 92508, 92518, 92521, 92522, 92509 and 91752.

4. Inpatient Charitable Expenditures. (i) Expenditures by the Corporation that are reasonably necessary to operate Inpatient Healthcare Programs; (ii) Inpatient Medical Care Grants or Distributions; and (iii) Expenditures by the Corporation for the purpose of purchasing medical insurance for the benefit of Medically Indigent persons residing in the Service Area.

5. Inpatient Medical Care Grant or Distribution. A grant or distribution by the Corporation to a Qualified Recipient which operates an acute care hospital duly licensed under applicable law that, by its terms, is restricted solely to (i) subsidizing or reimbursing Inpatient Healthcare within the Service Area or, (ii) funding programs that provide Inpatient Healthcare within the Service Area.

6. Inpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Hospital Acute Inpatient Medical Care.

7. Hospital Acute Inpatient Medical Care. Medical Care provided to inpatients at a general acute care hospital operated in the Service Area by a Qualified Recipient which operates an acute care hospital duly licensed under applicable law.

8. Inpatient Healthcare. (i) Hospital Acute Inpatient Medical Care or (ii) Inpatient-type Medical Care.

9. Inpatient-type Medical Care. Medical Care provided by a Qualified Recipient which operates an acute care hospital duly licensed under applicable law in the Service Area that does not constitute Hospital Acute Inpatient Medical Care, but which was historically provided by Riverside Community Hospital in a manner that constituted Hospital Acute Inpatient Medical Care.

10. Outpatient Charitable Expenditures. (i) Outpatient Medical Care Grants or Distributions, (ii) expenditures by the Corporation that are reasonably necessary to operate Outpatient Healthcare Programs and (iii) expenditures by the Corporation for the purpose of purchasing medical insurance for the benefit of Medically Indigent persons residing in the Service Area.

11. Outpatient Medical Care Grant or Distribution. A grant or distribution by the Corporation to a Qualified Recipient that, by its terms, is restricted solely to (i) subsidizing or reimbursing Outpatient Healthcare within the Service Area or, (ii) funding programs that provide Outpatient Healthcare within the Service Area.

12. Outpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Outpatient Healthcare.

13. Outpatient Healthcare. Medical care provided on an ambulatory or outpatient basis, including diagnostic services, within the Service Area.

14. Health/Medical Education Expenditure. An expenditure, grant or distribution by the Corporation in furtherance of the purposes enumerated herein that, by its terms, is restricted solely to supporting community health education or professional medical education in the Service Area.

15. Medical Care. Medical care provided to a patient by a health care provider licensed by the State of California. Care not provided by a health care provider required to be licensed in the State of California shall not be considered "medical care" for the purposes of this Article III of these Restated Articles of Incorporation.

16. Medically Indigent. A person shall be treated as "Medically Indigent" if (i) such person establishes income not exceeding twice the federal poverty level and (ii) the medical care at issue does not qualify for reimbursement from any payor, including the Medicare or Medi-Cal programs.

17. OSHPAD Index. The net change, on a percentage basis, as of the end of each calendar year from the previous calendar year, in Total Statewide Total Gross Inpatient Revenue and Total Gross Outpatient Revenue as defined and published by the Office of Statewide Health Planning and Development of the State of California.

B. Amount of Expenditures, Grants or Distributions from Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements, and may use the Trust to (a) make Inpatient Charitable Expenditures, Inpatient Medical Grants or Distributions, Outpatient Charitable Expenditures, Outpatient Medical Care Grants or Distributions, (b) directly conduct and/or operate Inpatient Healthcare Programs, Outpatient Healthcare Programs and (c) make Health/Medical Education Expenditures, all at such times, in such manner and in such amounts (subject to paragraph 2 below) as shall be determined in the sole discretion of the Corporation's Board of Directors after taking into account operating expenses, working capital needs and reserves for contingencies in accordance with sound accounting practices, including without limitation, capital calls from any investment included within the Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Trust pursuant to this Article III shall be in the following proportions:

a. Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions: Not less than fifty-five percent (55%) of the total aggregate distributions and grants of the Corporation;

b. Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions: Not more than forty-two and one-half percent (42.5%) of the total aggregate distributions and grants of the Corporation; and

c. Health/Medical Education Grants or Distributions: Not more than two and one-half percent (2.5%) of the total aggregate distributions and grants of the Corporation.

Any grant or distribution by the Corporation to a Qualified Recipient shall be accompanied by written documentation describing the restriction on the grantee's use of funds. The Corporation shall receive the written commitment of the grantee, at the time the grant or distribution is made, that the grantee shall abide with such restrictions and provide to the Corporation such documentation as the Corporation may require regarding the manner in which the funds were used after being expended by the grantee.

3. Adjustment of Apportionment. The apportionment percentages reflected in Paragraphs 2a and 2b above for Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions and Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions, shall be adjusted proportionately, upwards or downwards, on an annual basis, by the OSHPAD Index. For example, if the OSHPAD Index reflects a 10% increase in Total Gross Inpatient Revenue and a corresponding 10% decrease in Total Gross Outpatient Revenue, the apportionment percentage in Paragraph 2a above shall be increased by 10% to 60.5% and the apportionment percentage in Paragraph 2b above shall

be decreased by 10% to 38.25%. If the OSHPAD Index is no longer published, the Corporation may make the adjustment by reference to such other similar index or measurement as is agreed to, in writing, between the Corporation and the Attorney General of the State of California.

C. Permitted Purposes of Expenditures, Distributions and Grants. The Corporation may make expenditures, distributions or grants from the Trust to fund Inpatient Charitable Expenditures, Outpatient Charitable Expenditures and to make Inpatient Medical Care Grants or Distributions, Outpatient Medical Care Grants or Distributions, or Health/Medical Education Expenditures in the proportions specified in Paragraph B2 above. Except as provided in Paragraph B1 above, no expenditures, distributions or grants to, or other transfer from the Trust for the direct or indirect purpose of benefitting any person or organization, other than pursuant to an Inpatient Charitable Expenditure, an Outpatient Charitable Expenditure, an Inpatient Medical Care Grant or Distribution, an Outpatient Medical Care Grant or Distribution, or a Health/Medical Education Expenditure, are permitted.

IV.

LIMITATION ON CORPORATE ACTIVITIES

A. The Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Notwithstanding any other provision of these articles or the bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

C. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

DEDICATION AND DISSOLUTION

The property of the Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

VI.

AMENDMENTS

These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of both a majority of the Directors and the members and with the written approval of the California Attorney General."

1. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.


2. The foregoing amendment and restatement of Articles of Amendment has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: April 24, 1997



NANCY BITTING,
President



BRUCE BENNETT,
Assistant Secretary

0679957

EXHIBIT BINDER 0038

A492900

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF

FILED
In the office of the Secretary of State
of the State of California

JUN 2 1997

RIVERSIDE COMMUNITY HOSPITAL FOUNDATION
A California Nonprofit Corporation

Bill Jones
BILL JONES, Secretary of State

THOMAS MILLER and GEORGE REYES certify that:

1. They are the President and Secretary, respectively, of RIVERSIDE COMMUNITY HOSPITAL FOUNDATION, a California nonprofit corporation.

2. The Articles of Incorporation of said Corporation are amended and restated in their entirety to read as follows:

"I.

NAME

The name of this Corporation is RIVERSIDE COMMUNITY HEALTH FOUNDATION.

II.

ELECTION

This Corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law of 1980 not otherwise applicable to it under Part 5 thereof.

III.

PURPOSES

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purposes of this Corporation are to receive gifts, bequests, devises and contributions of every kind and nature, and to hold, use, administer and disburse the same for the benefit of COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation ("CHC"), for the furtherance of CHC's purposes; and to initiate, advise, direct and develop a program of Community Health Education in the service area of CHC.

C. In addition, the Corporation shall undertake the following activities in furtherance of the specific purposes identified above:

1. To perform such acts and undertake such programs as may be deemed necessary to encourage and coordinate the solicitation and receipt of funds and properties of every kind and nature, in order to promote, advance and effectuate the purposes of this Corporation. In no event, however, shall this Corporation usurp the functions or interfere with the operation of CHC.

2. To hold meetings, publish newsletters, use public media, and adopt such other methods of processes as may be deemed appropriate by the Board of Directors to further the purposes of this Corporation.

3. To operate exclusively for charitable and educational purposes.

4. This Corporation shall also have the right and power to sue and be sued, to make contracts, to receive property by devise or bequest, subject to the laws regulating transfer of property by Will, and otherwise to acquire and hold all property, real and personal, including shares of stock, bonds or securities of other Corporations; to act as Trustee under any Trust incidental to the principal objectives of this Corporation, and to receive, hold, administer and expend funds and property subject to such trust; to convey, exchange or transfer upon trust, or otherwise dispose of all property, real or personal; provided, however, that no part of said funds or other property or the income therefrom, shall be used either directly or by contributions for such purposes for the benefit of CHC during such time as CHC does not qualify as an exempt organization under Section 501(c)(3) of the United States Internal Revenue Code, or its Regulations as now in force.

5. To administer the Trust, New Assets and Restricted Funds, as herein defined, in accordance with the provisions of Article IV below.

D. As incidental to the main objects and purposes hereinbefore mentioned in Paragraph B and in subparagraphs 1, 2, 3, 4 and 5 of Paragraph C of this Article, the Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of the Corporation .

E. The foregoing clauses shall each be construed as purposes, objects, and powers and the matters expressed in each clause shall, except as otherwise expressly provided, be in nowise limited by reference to, or inference from, the terms of any other clause, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of the Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

IV.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS
FROM TRUST, NEW ASSETS AND RESTRICTED FUNDS

A. Definitions. For purposes of this Article IV, the following terms shall have the meanings indicated:

1. Trust. The assets of the Corporation as of May 1, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. New Assets. Property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

3. Restricted Funds. The assets held by the Corporation under the "Joan F. Sullivan Memorial Fund" and property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 which expressly names Riverside Community Hospital as the beneficiary thereof, and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon are derived from the investment thereof.

B. Amount of Expenditures, Grants or Distributions from Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Trust pursuant to this Article IV shall be made in the following proportions:

a. Support of CHC and Furtherance of its Purposes. Not less than FIFTY-NINE percent (59%) of the total aggregate distributions and grants of the Corporation from the Trust shall be made in accordance with, subject to, and controlled by the provisions of Article IV of the Articles of Incorporation of CHC, as the same may be in effect and amended from time to time;

b. Community Health Education. Not less than FORTY-ONE percent (41%) of the total aggregate distributions and grants of the Corporation from the Trust shall be made to initiate, advise, direct and develop a program of Community Health Education in the service area of CHC.

C. Amount of Expenditures, Grants or Distributions From New Assets.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the New Assets.

2. Permitted Purposes of Expenditures, Distributions and Grants. The aggregate expenditures, distributions and grants made by this Corporation from the New Assets pursuant to this Article IV shall be made in furtherance of the Corporation's purposes as identified in Article III herein.

D. Amount of Expenditures, Grants or Distributions From Restricted Funds.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the Restricted Funds unless the instrument(s) conveying or accompanying the conveyance of the property or assets which constitute the Restricted Funds impose a minimum annual expenditure, distribution or grant requirement.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article IV shall be made in accordance with, subject to and controlled by the instrument(s) which convey or accompany the conveyance of the property or assets which constitute the Restricted Funds.

3. Permitted Purposes of Expenditures, Distributions and Grants From Restricted Funds. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article IV shall be made in accordance with the terms of the instrument(s) which convey or accompany the conveyance of the assets or property which constitute the Restricted Funds except that wherever the term "Riverside Community Hospital" is found, the term "Community Health Corporation" shall be inserted.

V.

LIMITATION ON CORPORATE ACTIVITIES

A. The Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Notwithstanding any other provision of these articles or the bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (I) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

C. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI.

MEMBERS

The authorized number and qualifications of members of this Corporation, the different classes of membership, if any, and the voting and other rights and privileges of members shall be as set forth in the Bylaws of this Corporation.

VII.

DIRECTORS

The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of Directors of this Corporation shall be fixed from time to time by the Bylaws of this Corporation.

VIII.

DEDICATION AND DISSOLUTION

A. The property of the Corporation is irrevocably dedicated to charitable, educational and scientific purposes and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and scientific purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. If this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by Decree of the Superior Court of the County in which the Corporation has its principal office, upon petition therefore by the Attorney General, or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IX.

AMENDMENTS

These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of both a majority of the Directors and the members and with the written approval of the California Attorney General.”

1. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

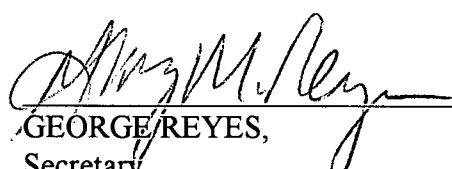
2. The foregoing amendment and restatement of Articles of Amendment has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: May 27, 1997



THOMAS MILLER,
President



GEORGE REYES,
Secretary

A0605855

679957 SURV

**AGREEMENT AND PLAN OF MERGER
OF
COMMUNITY HEALTH CORPORATION
WITH AND INTO
RIVERSIDE COMMUNITY HEALTH FOUNDATION**

FILED
the office of the Secretary of State
of the State of California

JAN 01 2004

Kevin Shelley
KEVIN SHELLEY, Secretary of State

This AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is entered into by between COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation ("Disappearing Corporation"), and RIVERSIDE COMMUNITY HEALTH FOUNDATION a California nonprofit public benefit corporation ("Surviving Corporation," and together with Disappearing Corporation, "Constituent Corporations").

1. The Merger. Subject to the terms and conditions of this Merger Agreement, the Constituent Corporations agree that on the "Effective Date" (as that term is defined in Paragraph 3 hereof), Disappearing Corporation shall be merged with and into Surviving Corporation, the corporate existence of Surviving Corporation shall continue, and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of Disappearing Corporation shall be merged into and vested in Surviving Corporation and, except as otherwise provided in this Merger Agreement, the corporate identity, existence, name, purposes, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger. Except as otherwise provided in this Merger Agreement, Surviving Corporation shall be subject to all Disappearing Corporation's debts, liabilities, and trust obligations in the same manner as if Surviving Corporation had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the Constituent Corporations shall be preserved unimpaired, as long as such liens and trust obligations on the property of Disappearing Corporation, if any, shall be limited to the property affected by such liens and obligations immediately before the Effective Date.

2. Copy of Merger Agreement Provided to California Attorney General. A copy of this Merger Agreement has been provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger provided herein, as required by Section 6010(b) of the California Nonprofit Corporation Law.

3. Effective Date. Pursuant to Section 6014 of the California Nonprofit Corporation Law, when all applicable laws have been complied with and all necessary authorizations, approvals, or consents have been received, a copy of this Agreement, together with an officer's certificate of each of the Constituent Corporations, shall be submitted by Surviving Corporation to the California Secretary of State for filing. This merger shall become effective on the date the California Secretary of State files the Merger Agreement, upon its receipt of the tax clearance certificate from the California Franchise Tax Board ("Effective Date").

4. Directors and Officers. From and after the Effective Date until changed in accordance with law and Surviving Corporation's Articles of Incorporation and Bylaws, Surviving Corporation's members of the Board of Directors and officers shall be the individuals identified in Exhibit D to the Agreement and Plan of Reorganization.

5. Activities Prohibited During Merger. Between the date of this Agreement and the Effective Date or date of termination, neither Surviving Corporation nor Disappearing Corporation shall, without the prior written consent of the other, engage in any activity or transaction other than in the ordinary course of its affairs, except as contemplated by this Merger Agreement.

6. Amendment to Merger Agreement. This Merger Agreement may be amended by the respective Boards of Directors of the Constituent Corporations, except that any amendment that would change any principal term of this Merger Agreement must be approved in the same manner as this Merger Agreement.

7. Governing Law. This Merger Agreement, and any dispute arising from the relationship between the Constituent Corporations to this Agreement, shall be governed by California law.

8. Entire Agreement. This Merger Agreement constitutes the entire agreement of the Constituent Corporations, superseding any prior written or oral agreements between them on the same subject.

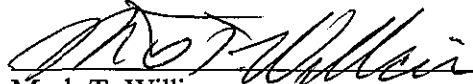
9. Counterparts. This Merger Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute only one agreement.

10. Further Assurances. Each of the Constituent Corporations shall, from time to time, execute and deliver any documents and instruments and take any actions desirable or necessary to vest in Surviving Corporation the title to and possession of all right, properties, assets, trusts, and business of Disappearing Corporation or otherwise to carry out the full intent and purpose of this Merger Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

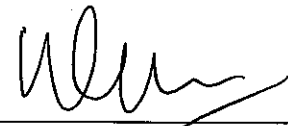
Riverside Community Health Foundation,
a California nonprofit public benefit corporation

Dated: 10-1-03



Mark T. Williams,
President

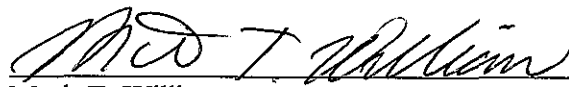
Dated: 10-1-03



Dwight M. Montgomery,
Secretary

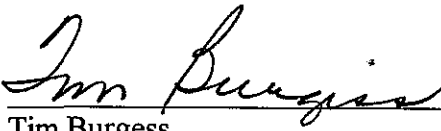
Community Health Corporation
a California nonprofit public benefit corporation

Dated: 10-1-03



Mark T. Williams,
President

Dated: 10.1.03




Tim Burgess,
Vice Chairman & Assistant Secretary

**OFFICERS' CERTIFICATE
OF
APPROVAL OF AGREEMENT OF MERGER**

MARK T. WILLIAMS and DWIGHT M. MONTGOMERY certify that:

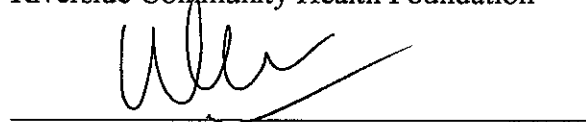
1. They are the President and the Secretary, respectively, of Riverside Community Health Foundation, a California nonprofit public benefit corporation ("Corporation").
2. The Corporation has no members.
3. The Agreement and Plan of Merger in the form attached was duly approved by the Corporation's Board of Directors and was provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger, as required by Section 6010 (b) of the California Nonprofit Corporation Law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



Mark T. Williams
President,
Riverside Community Health Foundation

Date: 10-1-03



Dwight M. Montgomery
Secretary,
Riverside Community Health Foundation

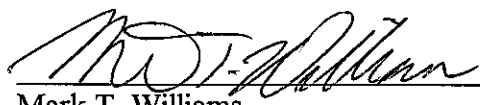
Date: 10-1-03

**OFFICERS' CERTIFICATE
OF
APPROVAL OF AGREEMENT OF MERGER**

MARK T. WILLIAMS and TIM BURGESS certify that:

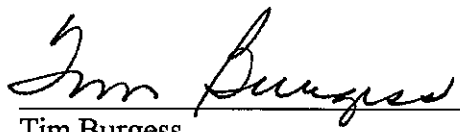
1. They are the President and the Vice Chairman, respectively, of Community Health Corporation, a California nonprofit public benefit corporation ("Corporation").
2. The Corporation has no members.
3. The Agreement and Plan of Merger in the form attached was duly approved by the Corporation's Board of Directors and was provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger, as required by Section 6010 (b) of the California Nonprofit Corporation Law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



Mark T. Williams
President,
Community Health Corporation

Date: 10-1-03



Tim Burgess
Vice Chairman, & Assistant Secretary
Community Health Corporation

Date: 10.1.03



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1286
RANCHO CORDOVA CA 95741-1286

TAX CLEARANCE CERTIFICATE

November 21, 2003

EXPIRATION DATE: June 15, 2004

COMMUNITY HEALTH CORPORATION
4445 MAGNOLIA AVE
RIVERSIDE CA 92501-4135

ISSUED TO : COMMUNITY HEALTH CORPORATION
ENTITY ID : 1336823

You must file the required Secretary of State forms to dissolve, withdraw, merge, or cancel BEFORE THE EXPIRATION DATE shown on this notice. The Office of the Secretary of State is located at 1500 11th Street, Third Floor, Sacramento, California 95814-5701. You can also visit their Website: www.ss.ca.gov for more information. Your business entity remains subject to Corporation Tax Law filing requirements until all required documents are filed.

By issuing this Tax Clearance Certificate, we certify that you have paid or secured by other means, all taxes imposed on your business entity under the Corporation Tax Law.

We sent a copy of this certificate to the California Secretary of State. As stated above, you must file the required forms with the Office of the Secretary of State before the expiration date shown on this notice. Please keep this original for your records.

BY S. SEN
EXEMPT ORGANIZATION SECTION
PROCESSING SERVICES BUREAU
Telephone (916) 845-3035

COPY

**DEPARTMENT OF THE TREASURY**
INTERNAL REVENUE SERVICE**TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION**

August 13, 2004

Community Health Corporation
4445-A Magnolia Avenue
Riverside, CA 92501-4135Taxpayer Identification Number:
33-0102655

Form: 990

Tax Period(s) Ended:

December 31, 1999

In Reply Refer To: TEGE:EO:MR

Person to Contact / ID Number:

Ford Allen / 52-03832

Contact Number:

Telephone: 410-962-2856

Fax : 410-962-0132

Certified Mail – Return Receipt Requested

Dear Sir or Madam:

We have enclosed a copy of our report of examination explaining why we propose modifying your private foundation status under section 509(a) of the Internal Revenue Code (Code).

Your exempt status under section 501(c)(3) of the Code is still in effect.

If you accept our findings, take no further action. We will issue a final letter modifying your private foundation status.

If you do not agree with our proposed modification of private foundation status, you may provide additional information that you would like considered, or you may submit a written appeal. The enclosed Publication 3498, *The Examination Process*, and Publication 892, *Exempt Organization Appeal Procedures for Unagreed Issues*, explain how to appeal an Internal Revenue Service (IRS) decision. Publication 3498 also includes information on your rights as a taxpayer and the IRS Collection process.

If you request a conference with Appeals, you must submit a written protest within 30 days from the date of this letter. An Appeals officer will review your case. The Appeals Office is independent of the Director, EO Examinations. The Appeals Office resolves most disputes informally and promptly.

You may also request that we refer this matter to the National Office for technical advice, as explained in Publication 892. If a determination letter is issued to you based on technical advice from the National Office, no further administrative appeal is available to you within the Service on the issue that was the subject of the technical advice.

31 Hopkins Plaza, Baltimore, MD 21201

Modified 3620 Letter

T/P: Community Health Corporation
EIN: 33-0102655

Page 2

If we do not hear from you within 30 days from the date of this letter, we will process your case on the basis of the recommendations shown in the report of examination. If you do not protest this proposed determination within 30 days from the date of this letter, the IRS will consider it to be a failure to exhaust your available administrative remedies. Section 7428(b)(2) of the Code provides, in part: "A declaratory judgment or decree under this section shall not be issued in any proceeding unless the Tax Court, the Claims Court, or the District Court of the United States for the District of Columbia determines that the organization involved has exhausted its administrative remedies within the Internal Revenue Service." We will then issue a final letter.

You also have the right to contact the office of the Taxpayer Advocate. Taxpayer Advocate assistance is not a substitute for established IRS procedures, such as the formal appeals process. The Taxpayer Advocate cannot reverse a legally correct tax determination, or extend the time fixed by law that you have to file a petition in a United States court. The Taxpayer Advocate can, however, see that a tax matter that may not have been resolved through normal channels gets prompt and proper handling. You may call toll-free 1-877-777-4778 and ask for Taxpayer Advocate Assistance. If you prefer, you may contact your local Taxpayer Advocate at:

Taxpayer Advocate Office
300 N. Los Angeles St., Stop 1005-LA
Los Angeles, CA 90012
(213) 894-6954

Please note that due to the short statute of limitations remaining on the above year, you will need to sign and return the attached Forms 872 within 30 days of the date of this letter to the contact person shown above to be able to request either Appeals Office action, a National Office Technical Advice, or to hold the case in suspense 90 days for you to petition the courts.

If you have any questions, please call the contact person at the telephone number shown in the heading of this letter. If you write, please provide a telephone number and the most convenient time to call if we need to contact you.

Thank you for your cooperation.

Sincerely yours,



Betty A. McClellan
Acting Director, EO Examinations

Enclosures:

Examination Report, Forms 872 & 6018
Publications 892, 1035, & 3498

Cc: Dwight M. Montgomery, Esq., POA

31 Hopkins Plaza, Baltimore, MD 21201

Modified 3620 Letter

Exempt Organizations - Report of Examination (Proposed Status Changes)

1. Form No. 990	2. Area Office Los Angeles	3. Date of Report 5/24/2004
4. Name and Address of Taxpayer Community Health Corporation 4445-A Magnolia Avenue Riverside, CA 92501-4135		5. Employer Identification No. 33-0102655
		6. Tax Period(s) Ending 199912
7. Report Preparer's Name John Wong		8. Agreement Secured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9. Findings Discussed with (Name and Title) Dwight Montgomery,		10. Agreement Date 5/20/2004
11. Current Foundation Status Classification (Enter description and IRC reference.) 509(a)(3) supporting organization		
12. Nature of Proposed Status Change (*X* applicable line, enter IRC ref., & effective date)		
	Revocation of exemption under IRC Section 501(c)(), effective (date)	
	Modification of exempt status from IRC Section 501(c)() to 501(c)() effective (date)	
	Modification of foundation status from current classification shown in item 11 above, to a private non-operating foundation (IRC Section 509(a)), effective (date)	
	Modification of foundation status from current classification shown in item 11 above, to an operating foundation (IRC Section 4942(j)(3)), effective (date)	
	Modification of foundation status from current classification shown in item 11 above, to an organization described in IRC Section 509(a)(), effective (date)	
X	Modification of foundation status from current classification shown in item 11 above, to an organization described in IRC Section 509(a)(1) and 170(b)(1)(A)(iii), effective (date) 5/1/1997	

13. Remarks

Foundation status changed from 509(a)(3) to one described in 509(a)(1) & 170(b)(1)(A)(iii), a hospital. Organization's partnership interest includes the operation of a hospital.

14. Attachments:

Form 886-A	EXPLANATION OF ITEMS	Schedule or Exhibit No.
Name of Taxpayer Community Health Corporation		Year Ended 12/31/1999

Issue:

Should Community Health Corporation's Foundation status be changed from a supporting organization under 509(a)(3) of the Code to one described under 509(a)(1) & 170(b)(1)(A)(iii), a hospital.

Facts:

Community Health Corporation (CHC) incorporated on April 12, 1985 to own, operate, and manage a health care system, consisting of charitable hospitals and related health programs. CHC's activities were to be performed for the benefit of Riverside Community Hospital (RCH), a nonprofit corporation and recognized by the IRS as an organization exempt from tax under 501(c)(3) of the Internal Revenue Code and also recognized as a public charity hospital under Code section 509(a)(1) & 170(b)(1)(A)(iii).

CHC was the sole corporate member of RCH and recognized by the IRS as an organization exempt from tax under Code section 501(c)(3) and as a public charity supporting organization under Code section 509(a)(3).

On April 30, 1997, Columbia/HCA purchased 75% of the assets of CHC including the Riverside Community Hospital and its assets. The purchased assets were subsequently transferred to a partnership, Riverside Healthcare System LLC. The remaining 25% of CHC's assets, including the Riverside Community Hospital, were contributed to the LLC for a 25% partnership interest in the LLC. RCH (shell) then merged into CHC.

Riverside Healthcare System LLC's primary purpose was to operate the Hospital (RCH). The Operating Agreement of the LLC provides that the Manager shall use its good faith best efforts to satisfy the community benefit standard generally required of hospitals under Section 501(c)(3) of the Code.

In addition to CHC's involvement with the LLC and the Riverside Community Hospital, CHC operates the Eastside Health Clinic (opened in April of 2000) providing outpatient medical care as well as dental care. CHC also operates a mobile healthcare vehicle which provides mobile medical care to the community.

LAW:

In *Butler v. Commissioner*, 36 T.C. 1097 (1961), acq. 1962-2 C.B. 4 ("Butler"), the court examined the relationship between a partner and a partnership for purposes of determining whether the partner was entitled to a business bad debt deduction for a loan he had made to the partnership that it could not repay. In holding that the partner was entitled to the bad debt

Form 886-A	EXPLANATION OF ITEMS	Schedule or Exhibit No.
Name of Taxpayer Community Health Corporation		Year Ended 12/31/1999

deduction, the court noted that "[b]y reason of being a partner in a business, petitioner was individually engaged in business." Butler, 36 T.C. at 1106 citing Dwight A. Ward v. Commissioner, 20 T.C. 332 (1953), aff'd, 224 F.2d 547 (9th Cir. 1955).

IRC 512(c)(1) provides that if an organization to which IRC 511 applies is a member of a partnership regularly engaged in a trade or business that is an unrelated trade or business with respect to such organization, the exempt entity must include in its UBTI that portion of its share of the partnership gross income (whether or not distributed), and the deductions attributable thereto that is derived from the unrelated trade or business.

Income Tax Regulation 1.170A-9(c) defines a hospital, as described under 170(b)(1)(A)(iii), if :

- (i) It is hospital, and
- (ii) Its principal purpose of function is the providing of medical or hospital care or medical education or medical research.

The Regulation provides that a rehabilitation institution, outpatient clinic, or community mental health or drug treatment center may qualify as a "hospital" if its principal purpose or function is the providing of hospital care or medical care. For purposes of this Regulation, the term "medical care" includes the treatment of any physical or mental disability or condition, whether on an inpatient or outpatient basis, provided the cost of such treatment is deductible under section 213 by the person treated.

Government Position:

CHC's activities have been the providing of medical care delivered via hospitals. The providing of medical care by the hospital, Riverside Community Hospital, can be attributed to CHC due to the partnership interest in the LLC. CHC also provided medical care from its Eastside Health Clinic. Also, the mobile healthcare vehicle provides medical care though the "facility" is not stationary.

Conclusion:

Community Health Corporation's foundation status should be changed from 509(a)(3) to 509(a)(1) & 170(b)(1)(A)(iii).

Department of the Treasury-Internal Revenue Service
Consent to Proposed Action - Section 7428
 (All references are to the Internal Revenue Code)

Form **6018**
 (Rev. 1-2004)

(Prepare in Duplicate.)

Case Number	Name and Address of Organization Community Health Corporation 4445 A Magnolia Ave. Riverside, CA 92501-4135
Date of Latest Determination Letter May 14, 1987	
Employer Identification Number 33-0102655	
Date of Proposed Action Letter	



I consent to the proposed action relative to the above organization as shown by the box checked below. I understand that Section 7428 of the Internal Revenue Code applies to the proposed action. This consent serves to signify my present intent not to exercise the right to protest the proposed action or the right to seek a Declaratory Judgment. It does not constitute a waiver of those rights.

Nature of Proposed Action

- Denial of exemption
- Revocation of exemption, effective (date)
- Modification of exempt status from section 501(c)() to 501(c)(), effective (date)
- Classification as a private non-operating foundation (section 509(a)), effective (date)
- Classification as an operating foundation (section 4942(j)(3)), effective (date)
- Classification as an organization described in section 509(a)(), effective (date)
- Classification as an organization described in section 509(a)(1) and 170(b)(1)(A)(iii), effective (date) 5/1/97

If you agree to the proposed action, please sign and return this consent. You should keep a copy for your records.

Name of Organization
 Community Health Corporation

Signature	Title Representative	Date 5/20/04
Signature	Title	Date

Instructions for Use of this Form
 This consent is to be used only for proposed actions subject to declaratory judgment under section 7428 (i.e. actions related to qualification under section 501(c)(3) or foundation status under section 509(a)).

Signature Instructions
 This consent should be signed by hand with the name of the organization followed by the signature(s) and title(s) of the person(s) authorized to sign for it. An attorney or agent may sign provided the action is specifically authorized by a power of attorney (POA). If the POA was not previously filed, please include it with this form.

Internal Revenue Service



Department of the Treasury
1100 Commerce Street
Dallas, TX 75242

Date: September 13, 2004

Community Health Corporation
4445-A Magnolia Avenue
Riverside, CA 92501-4135

EIN: 33-0102655

CERTIFIED MAIL

Person to Contact:

Ford Allen

Badge Number:

52-03832

Contact Telephone Number:

(410) 962-2856

Contact Address:

Internal Revenue Service
TE/GE:E:EO:MR:FA
31 Hopkins Plaza, Room 1520
Baltimore, MD 21201

**Last Date for Filing a Pleading
with the Tax Court, the Claims
Court, or the United States District
Court for the District of Columbia:**

December 12, 2004

Dear Sir or Madam:

This is a final determination regarding your foundation classification. This letter modifies our letter dated May 14, 1987, in which we determined that you were an organization described in section 509(a)(3) of the Internal Revenue Code (Code). We have modified your foundation status to that of a hospital described in sections 509(a)(1) and 170(b)(1)(A)(iii) of the Code, effective for tax years beginning May 1, 1997.

Your tax exempt status under section 501(c)(3) of the Code is not affected. Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes a notice to the contrary. Because this letter could help resolve any questions about your private foundation status, please keep it with your permanent records.

If you decide to contest this determination in court, you must file a pleading seeking a declaratory judgment in the United States Tax Court, the United States Court of Federal Claims, or the United States District Court of the District of Columbia before the 91st day after the date this determination was mailed to you. Please contact the clerk of the appropriate court for rules regarding filing pleadings for declaratory judgments and

refer to the enclosed Publication 892. The last day for filing a petition for declaratory judgment in the United States Tax Court is December 12, 2004. You may write to these courts at the following addresses:

United States Tax Court
400 Second Street NW
Washington, DC 20217.

United States Court of Federal Claims
717 Madison Place, NW
Washington, D.C. 20005

United States District Court for the District of Columbia
333 Constitution Avenue
Washington, D.C. 20001

You also have the right to contact the office of the Taxpayer Advocate. However, you should first contact the person whose name and telephone number are shown above since this person can access your tax information and can help you get answers. You can call 1-877-777-4778 and ask for Taxpayer Advocate assistance. Or you can contact the Taxpayer Advocate from the site where the tax deficiency was determined by calling (410) 962-2082 or writing to:

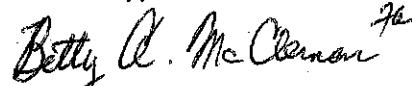
Internal Revenue Service
31 Hopkins Plaza
Baltimore, MD 21201

Taxpayer Advocate assistance cannot be used as a substitute for established IRS procedures, formal appeals processes, etc. The Taxpayer Advocate is not able to reverse legal or technically correct tax determinations, nor extend the time fixed by law that you have to file a petition in the United States Tax Court. The Taxpayer Advocate can, however, see that a tax matter that may not have been resolved through normal channels gets prompt and proper handling.

If you have any questions, please call the contact person at the telephone number shown in the heading of this letter. If you write, please provide a telephone number and the most convenient time to call if we need to contact you.

Thank you for your cooperation.

Sincerely,



Betty A. McClernan
Acting Director, EO Examinations

Enclosure: Publication 892

cc: Dwight M. Montgomery, Esq., POA

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: MAR 05 2008

RIVERSIDE COMMUNITY HEALTH FOUNDATION
4445-A MANGOLIA AVE
RIVERSIDE CA 92501-4135

Employer Identification Number:
23-7276444

Person to Contact - ID#:
Jacob A. McDonald - 31-08661

Contact Telephone Number:
877-829-5500 Phone

Public Charity Status:
509(a)(1) and 170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated February 2002 stated that you were exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code and classified as a public charity under section 509(a)(3) of the Code.

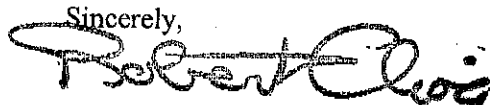
Based on the information you submitted, we have modified your public charity status to the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, 800-829-3676. Information is also available on our Internet Web Site at www.irs.gov.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

If you have any questions, please call our toll free number shown in the heading of this letter.

Sincerely,


Robert Choi
Director, Exempt Organizations
Rulings and Agreements

XAVIER BECERRA
Attorney General

EXHIBIT BINDER: 0033



State of California
DEPARTMENT OF JUSTICE

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January 9, 2019

Sent by Internet and U.S. Mail

John O. Chesley, Esq.
ROPES & GRAY LLP
Three Embarcadero Center
San Francisco, CA 94111-4006

RE: Proposed Sale of Parkview Community Hospital Medical Center to AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC

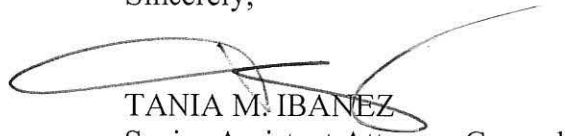
Dear Mr. Chesley:

Pursuant to Corporations Code section 5914 et seq., the Attorney General hereby conditionally consents to the Asset Purchase Agreement dated July 19, 2018, by and between Parkview Community Hospital Medical Center, a California nonprofit public benefit corporation, AHMC Healthcare Inc., a California corporation, and Parkview Community Hospital Foundation, a California nonprofit public benefit corporation, and the Assignment and Assumption of Asset Purchase Agreement dated October 24, 2018 by and between AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC, a California limited liability company.

Corporations Code section 5917, and California Code of Regulations, title 11, section 999.5, subdivision (f), set forth factors that the Attorney General shall consider in determining whether to consent to a proposed transaction between a nonprofit corporation and another nonprofit corporation. The Attorney General has considered such factors and consents to the proposed transaction subject to the attached conditions that are incorporated by reference herein.

Thank you for your cooperation throughout the review process.

Sincerely,


TANIA M. IBANEZ
Senior Assistant Attorney General

For XAVIER BECERRA
Attorney General

January 9, 2019

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Enclosures

Cc: Maan-Huei Hung, Esq.

Attorney General's Conditions to the Proposed Sale of Parkview Community Hospital Medical Center and Approval of the Asset Purchase Agreement by and between Parkview Community Hospital Medical Center and AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC.

I.

These Conditions shall be legally binding on the following entities: Parkview Community Hospital Medical Center, a California nonprofit public benefit corporation, Parkview Community Hospital Foundation, a California nonprofit public benefit corporation, AHMC Healthcare, Inc., AHMC Healthcare LP, Doctors Hospital of Riverside LLC, AHMC, Inc., any other subsidiary, parent, general partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of the Hospital or the real property on which the Hospital¹ is located, any and all current and future owners, lessees, licensees, or operators of the Hospital, and any and all current and future lessees and owners of the real property on which the Hospital is located.

II.

The transaction approved by the Attorney General consists of the Asset Purchase Agreement by and between Parkview Community Hospital Medical Center, Parkview Community Hospital Foundation, and AHMC Healthcare, Inc. dated July 19, 2018, the Assignment and Assumption of Asset Purchase Agreement by and between AHMC Healthcare Inc. and Doctors Hospital of Riverside LLC dated October 24, 2018, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Asset Purchase Agreement.

All the entities listed in Condition I shall fulfill the terms of these agreements or documents including, but not limited to, any exhibits, attachments, or schedules to the Asset Purchase Agreement and shall notify the Attorney General and obtain the Attorney General's approval in writing of any proposed modification or rescission of any of the terms of the Asset Purchase Agreement or the Assignment and Assumption of Asset Purchase Agreement or any agreements or documents referenced in or attached thereto as an exhibit, attachment, or schedule. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5917 and obtain the Attorney General's approval.

¹ Throughout this document, the term "Hospital" shall mean the 193 licensed-bed general acute care hospital licensed as "Parkview Community Hospital Medical Center" and located at 3865 Jackson Street, Riverside, California, 92503-3919., and any other clinics, laboratories, units, services, or beds included on the license issued to Parkview Community Hospital Medical Center by the California Department of Public Health, effective July 7, 2018, unless otherwise indicated.

III.

For ten years from the closing date of the Asset Purchase Agreement, all the parties listed in Condition I, shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, or otherwise dispose of the Hospital; or
- (b) Transfer control, responsibility, or governance of the Hospital. The substitution or addition of a new corporate member or members of any of the parties listed in Condition I that transfers the control of, responsibility for, or governance of the Hospital shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of any of the parties listed in Condition I or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of any of the parties listed in Condition I shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Affiliation Agreement, the Hospital shall be operated and maintained as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide 24-hour emergency medical services at current² licensure and designation with the same types and/or levels of services as currently provided, including the following:

- a) 14 Emergency Treatment Stations until completion of the new Emergency Department expansion (expected in 2019);
- b) 28 Emergency Treatment Stations once the Emergency Department expansion is completed; and

V.

The Hospital's new Emergency Department expansion from 14 to 28 Emergency Treatment Stations will be completed by May 31, 2019.

VI.

For five years from the closing date of the Asset Purchase Agreement, the Hospital shall maintain and provide the following medical services at current licensure, certification, and designation with the current types and/or levels of services:

- a) Perinatal services, including a minimum of 28 licensed perinatal beds;
- b) Intensive care services, including a minimum of 13 intensive care beds; and

² The term "current" or "currently" throughout this document means as of July 7, 2018.

- c) Intensive Care Newborn Nursery services, including a minimum of 12 licensed neonatal intensive care beds; and
- d) Certification as a Primary Stroke Center;

None of the above-listed licensed-bed capacity or services shall be placed in voluntary suspension, and the Hospital's license will not be surrendered for any of these beds or services.

VII.

For at least five years from the Closing Date of the Asset Purchase Agreement, the Hospital shall maintain currently provided women's healthcare services at current licensure and designation with the current types and/or levels of services including mammography services.

VIII.

For five years from the closing date of the Asset Purchase Agreement AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall:

- a) Be certified to participate in the Medi-Cal program at the Hospital;
- b) Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and/or levels of emergency and non-emergency services at the Hospital to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated by either party for cause or not extended or renewed by a Medi-Cal Managed Care Plan on its own initiative without cause:
 - 1. Commercial Plan: Molina Healthcare, or its successor; and
 - 2. Local Initiative Plan: Inland Empire Health Plan, or its successor.
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and/or levels of emergency and non-emergency services at the Hospital to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these conditions.

IX.

For five years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., Doctors Hospital of Riverside LLC shall maintain all contracts, including any successor or replacement contracts and any amendments and exhibits thereto, with the City of Riverside and the County of Riverside or their subdivision, departments, or agencies for services at the Hospital including the following:

- a. Laboratory Testing Services Agreement between the County of Riverside CHS/DPH Laboratory and the Hospital;

- b. Hospital Preparedness Program Agreement between the County of Riverside and the Hospital for disaster preparedness;
- c. Primary Stroke Center Designation Agreement between the County of Riverside and the Hospital;
- d. Intra-County Plan of Cooperation between Riverside County Department of Child Support Services and the Hospital to coordinate Title IV-D program services including the location of absent parents, determination of paternity and establishment and enforcement of child support obligations; and
- e. Riverside County Exclusive Provider Organization Hospital Agreement between the County of Riverside and the Hospital to participate in the County's Exclusive Provider Organization.

X.

AHMC Healthcare Inc., AHMC Healthcare LP and AHMC Inc. and Doctors Hospital of Riverside LLC shall commit the necessary investments at the Hospital required to meet and maintain Office of Statewide Health Planning Development (OSHPD) seismic compliance requirements until January 1, 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, §§129675-130070) and as such Acts may be subsequently amended, modified, or replaced.

XI.

AHMC Healthcare Inc., AHMC Healthcare LP, AHMC Inc. and Doctors Hospital of Riverside LLC must comply with the \$25 million "Capital Investment" commitment set forth in section 8.1 of the Asset Purchase Agreement.

XII.

AHMC Healthcare Inc., AHMC Healthcare LP, AHMC Inc., and Doctors Hospital of Riverside LLC must comply with the \$10 million commitment set forth in 2.5(g), Schedule 2.5(g) and Exhibit 9.9 entitled Donation Agreement. These contributions shall be used by Parkview Community Hospital Foundation, or its successor, to fund grants to other nonprofit organizations or sponsor government programs that promote health and wellness initiatives to benefit residents of the Hospital's service area. The Hospital's service area is defined as Zip Codes 91752, 92501, 92503-92509, 92518, 92521, 92551, 92553, 92555, 92557, 92570, 92571, 92860, and 92879-92882.

XIII.

For six fiscal years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC shall provide an annual amount of Charity Care at the Hospital equal to or greater than \$948,586 (the Minimum Charity Care Amount.) For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred in connection with the operation and provision of services at the Hospital. The definition and methodology for calculating "charity care" and the methodology for calculating

“costs” shall be the same as that used by OSHPD for annual hospital reporting purposes. Charity care which entails free medical care services shall be provided by Doctors Hospital of Riverside LLC to patients who are uninsured, ineligible for governmental or other insurance coverage and who have family incomes not in excess of 250 percent of the Federal Poverty level. Partial Charity Care shall be provided to patients who have family incomes in excess of 250 percent but not to exceed 350 percent of the Federal Poverty level. A sliding scale discount for financially qualified patients shall be provided to individuals or family income from 251 to 500 percent of the Federal Poverty level. AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC shall use and maintain a charity care policy that is not less favorable than AHMC Healthcare Inc.’s Charity Care Policy effective on January 1, 2007 and revised on January 1, 2015 and in compliance with California and Federal law.

AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC’s obligation under this Condition shall be prorated on a daily basis if the closing date of the other than the first date of their fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: December 2017=100 (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of charity care provided at the Hospital for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, AHMC Healthcare LP, AHMC Healthcare Inc., AHMC Inc. and Doctors Hospital of Riverside LLC’s shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in the Hospital’s service area as defined in Condition XII.

XIV.

Within 60 days from the Closing date of the transaction, AHMC Healthcare LP, AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC shall take the following steps to ensure that patients at the Hospital are informed about the Hospital’s Financial Assistance Policy.

- a. A copy of the Financial Assistance Policy and the plain language summary of the Financial Assistance Policy must be posted in a prominent location in the emergency room, admissions area, and any other location in the Hospital where there is a high volume of patient traffic, including waiting rooms, billing offices, and hospital outpatient service settings. These notices shall be posted in English and Spanish.
- b. A copy of the Financial Assistance Policy, the Application for Financial Assistance, and the plain language summary of the Financial Assistance Policy must be posted in a prominent place on the Hospital’s website.
- c. If requested by a patient, a copy of the Financial Assistance Policy, Application for Financial Assistance, and the plain language summary must be sent by mail at no cost to the patient.

- d. On an annual basis, the Hospital will place an advertisement regarding the availability of financial assistance at the Hospital, or issue a Press Release to widely publicize the availability of the Financial Assistance Policy to the community served by the Hospital.
- e. The Hospital will work with community-based organizations, including but not limited to community clinics and other health care providers, to notify members of the community (especially those who are most likely to require financial assistance) about the availability of financial assistance at the Hospital.
- f. All staff that interacts with patients and their families concerning payment of services shall be given annual training to make patients and their families aware of and informed of the Hospital's Financial Assistance Policy.

XV.

For six fiscal years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall provide an annual amount of Community Benefit Services at the Hospital equal to or greater than \$757,436 (the "Minimum Community Benefit Services Amount").

For six fiscal years the Hospital will continue to support Childbirth and Family Education. The planning of, and any subsequent changes to, the community benefit services provided at the Hospital shall require consultation with the Hospital's Community Board.

AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC obligation under this Condition shall be prorated on a daily basis if the closing date of the Asset Purchase Agreement is a date other than the first day of Hospital's fiscal year.

AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC shall provide annual reports to the Attorney General for six fiscal years detailing the community benefits provided at the Hospital.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: December 2017=100 (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at the Hospital for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, AHMC Healthcare LP, AHMC Healthcare, Inc., AHMC Inc. and Doctors Hospital of Riverside LLC shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in the Hospital's service area as defined in Condition XII.. Such payment(s) shall be made within six months following the end of such fiscal year.

XVI.

For ten years from the closing date of the Asset Purchase Agreement, the Hospital shall have a Community Board. The Hospital shall seek to appoint members to the Community Board that have the skill mix, career and educational background to ensure full compliance with the Attorney General's conditions and to ensure effective operation of the Hospital. AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall endeavor to select members to the Community Board who also reflect the diversity of the communities served by the Hospital, including diversity based on race, gender, ethnic background, sexual orientation, age, religion, culture, veteran's status, and disability status. The members of the Hospital's Community Board shall include the Hospital's chief executive officer, a minimum of three medical staff members, the Chief of Staff, at least one member from a local healthcare advocacy or community group, and community representatives from the Hospital's service area as defined in Condition XII.. AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall consult with the Hospital's Community Board prior to making any changes to medical services, community benefit programs, and the Financial Assistance and collection policies at the Hospital. The Community Board will be responsible for medical staff credentialing, quality assurance and accreditation of the Hospital. The Community Board shall be provided with directors and officers' liability insurance coverage. Consultation with the Hospital's Community Board shall occur at least thirty days prior to the effective date of such changes or actions unless done so on an emergency basis. The Hospital's Community Board's review and approval is required of all reports submitted to the Attorney General regarding compliance with these Conditions.

XVII.

For five years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall ensure the cultural opportunities and community activities at the Hospital including, but not limited to, the following:

- a. Continued support of the Hospital's African American Advisory Board and provide outreach programs supporting health and social issues germane to the African American community served by the Hospital;
- b. Continued support of an Asian American Advisory Board, and provide outreach programs to support health and social issues germane to the Asian American community served by the Hospital;
- c. Continued support of the Hospital's Latino Advisory Board. Continued support of the Latino Outreach Program to interface with Latino organizations and coordinate outreach programs to support health and social issues germane to the Latin American community served by the Hospital. The Hospital will continue to provide programs in Spanish and will also translate brochures, materials and parts of the Website into Spanish.
- e. Continue to provide available community space for the Latina Women's Conference; NAACP board meetings, youth meetings, and annual meetings; and Delta Sigma Theta monthly and annual meetings; and

f. Provide free weekly Tai Chi classes and other health fitness programs benefitting both the employees and the community served by the Hospital.

XVIII.

Within ninety days of the closing date of the Asset Purchase Agreement, Parkview Community Hospital Foundation (Parkview Foundation) shall amend its Articles of Incorporation, to change the specific purpose of Parkview Foundation from that of supporting the Hospital to promoting healthcare services through grant-making or through the provision of direct health and social wellness programs. Parkview Foundation will change the Articles of Incorporation as follows:

SECOND: The purposes for which this corporation is formed are:

(a) Parkview Foundation will fund, support or provide healthcare programs to benefit residents of the Hospital's service area defined as Zip Codes 91752, 92501, 92503-92509, 92518, 92521, 92551, 92553, 92555, 92557, 92570, 92571, 92860, and 92879-92882.

(b) Parkview Foundation will support healthcare services through grant-making to other nonprofit organizations, and/or grant-making to government sponsored programs and/or through the provision of direct programs. In a manner that complies with all applicable Internal Revenue Service rules, regulations and guidelines, Parkview Foundation may also provide direct grants to fund healthcare related expenses incurred by financially needy individuals facing high medical expenses residing in the Service Area.

(c) For the benefit of residents within the Service Area, Parkview Foundation will use the net proceeds from the sale of Parkview Community Hospital Medical Center to fund, support or directly provide programs or services that address the social determinants of health within the Service Area, including but not limited to the following: healthcare services, grants for needy individuals, homeless services, mental and physical health screening programs, prevention and treatment of obesity, respiratory illness, diabetes, tobacco cessation, behavioral health, alcohol and substance abuse, child and family wellness services, eldercare services, and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness in the community across all ages.

Within ninety days of the closing date of the Asset Purchase Agreement, Parkview Foundation shall amend its Bylaws to change the specific purpose of Parkview Foundation from that of supporting the Hospital to promoting healthcare services through grant-making or through the provision of direct health and social wellness programs. The Bylaws, Article I, Section 2, shall be amended as follows:

(a) Parkview Foundation will fund, support or provide healthcare programs to benefit residents of the Hospital's service area defined as Zip Codes 91752, 92501, 92503-92509, 92518, 92521, 92551, 92553, 92555, 92557, 92570, 92571, 92860, and 92879-92882.

(b) Parkview Foundation will support healthcare services through grant-making to other nonprofit organizations, and/or grant-making to government sponsored programs and/or through the provision of direct programs. In a manner that complies with all applicable Internal Revenue Service rules, regulations and guidelines, Parkview Foundation may also provide direct grants to fund healthcare related expenses incurred by financially needy individuals facing high medical expenses residing in the Service Area.

(c) For the benefit of residents within the Service Area, Parkview Foundation will use the net proceeds from the sale of Parkview Community Hospital Medical Center to fund, support or directly provide programs or services that address the social determinants of health within the Service Area including but not limited to the following: healthcare services, grants for needy individuals, homeless services, mental and physical health screening programs, prevention and treatment of obesity, respiratory illness, diabetes, tobacco cessation, behavioral health, alcohol and substance abuse, child and family wellness services, eldercare services, and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness in the community across all ages.

Copies of Parkview Foundation's Amended Bylaws and Articles of Incorporation shall be provided to the Attorney General within 120 days from the closing date of the Asset Purchase Agreement. For ten fiscal years, no later than four months after the conclusion of each fiscal year, Parkview Foundation shall provide an annual report to the Attorney General's Office providing information about the grants and programs funded that year. The Chief Executive Officer or President of Parkview Foundation shall certify that the annual report is true, accurate, and complete and provide documentation of the review and approval of the report by the Board of Directors of Parkview Foundation.

XIX.

AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall maintain privileges for current medical staff at the Hospital who are in good standing as of the closing date of the Asset Purchase Agreement. Further, the closing of the Asset Purchase Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at the Hospital.

XX.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at the Hospital. This prohibition must be explicitly set forth in Doctors Hospital of Riverside LLC's written policies, adhered to, and strictly enforced.

XXI.

For ten years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with

each Condition set forth herein. The Chief Executive Officer of Doctors Hospital of Riverside LLC and the Chief Executive Officer or President of the Community Advisory Board, shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by the Board of Directors of the Hospital's Community Board.

XXII.

At the request of the Attorney General, all the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XXIII.

Once the Asset Purchase Agreement is closed, all the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Impact Statements for 2020 Annual Report

COMMUNITY WELLNESS

The Community Wellness team hosts a variety of programs, seminars, and events to improve chronic disease management and prevention, encourage a healthy lifestyle, and increase the community's knowledge of health-related topics through education and outreach.

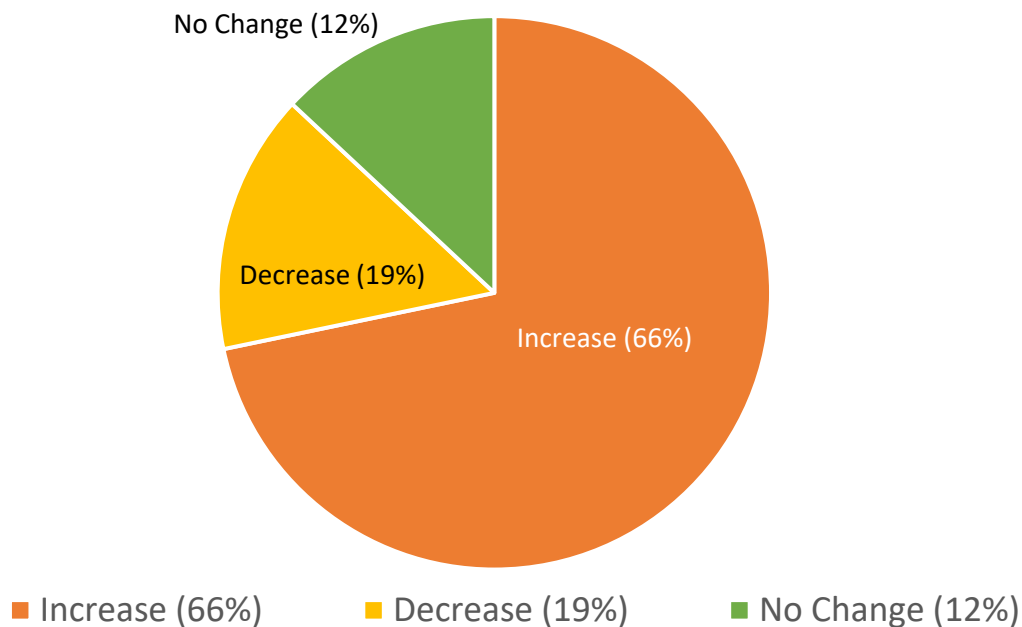
In 2020, Community Wellness recorded over 27,626 encounters with individuals in the community. Nearly half of those (46%) made via the team's physical education classes. Health education and senior health education classes were also common sources of outreach, accounting for 21% and 18% of encounters, respectively.

Educating Chronic Disease Prevention and Management

In 2020, the Heart Healthy Seminar, the annual November Diabetes Seminar, and the Control Your Blood Pressure Seminar have the common goal of educating the community in the prevention and management of chronic disease, like diabetes and cardiovascular disease. RCHF also provides the National Diabetes Prevention Program (NDPP), a program that focuses on combating prediabetes and reducing the prevalence of diabetes by helping participants change their lifestyle.

Approximately two-thirds (66%) of participants in our chronic disease education seminars this year increased their knowledge of chronic disease prevention and management.

Change in Knowledge of Chronic Disease Prevention and Management among Participants



Participants also found the seminars useful.

- 98% of participants in the seminars indicated that they were at least somewhat likely to use what they learned. Seventy-one percent (71%) indicated that they were “very likely” to use the information they learned during the seminars.
- 59% of participants rated the seminars as “Excellent”.

Practicing a Healthy Lifestyle

The National Diabetes Prevention Program (NDPP), My Hair, My Health, and physical activity classes, such as Tai Chi, Zumba Strong, U-Jam, and Aqua Zumba, seek to help participants improve their health make healthy lifestyle changes.

- 82% of those participating in Community Wellness physical activity classes indicated that the classes helped them improve their health “a lot”. The remaining 18% said the classes helped “some”.
- Of the 26 individuals that completed NDPP, 51% of participants completing the NDPP program on diabetes reduced their body weight by at least 5%.
- Nearly three-quarters (74%) of participants completing NDPP were physically active at least 150 minutes a week.
- Attendees of the My Hair, My Health virtual conference increased the number of healthy meals they ate each week and the number of days each week they were physically active for at least 30 minutes.

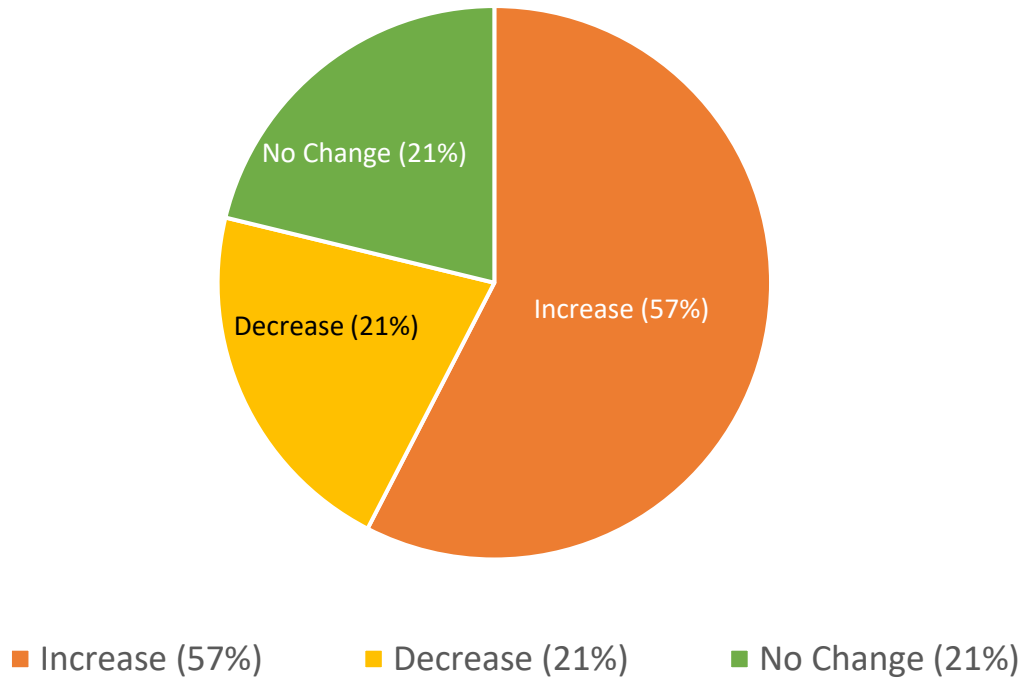
Improving Infant and Maternal Health

In 2020, the Community Wellness Program began a doula program for pregnant mothers and a doula training program to prepare individuals to be more effective doulas.

- All (100%) attendees of the doula training gained a better understanding of how to be a more effective doula, including maternity care during the COVID-19 pandemic and knowledge of community resources for mothers.
- 75% of attendees of the doula training strongly agreed that completing the training gave them a better understanding of how cultural competency and humility relate to working as a doula.
- Nearly all mothers participating in the Doula Access Program (96%) had a post-partum check-up, which is higher than the 90% recorded nationally by the CDC.
- Only 3.4% of babies born to mothers participating in the Doula Access Program were born prematurely (before 37 weeks), compared to the national average of 11.7%. Of the 2 mothers in the program that gave birth in 2020, only one had a baby born before 37 weeks gestation.
- The percentage of low birthweight babies (below 2500 grams or 5.51lbs) born to mothers in the Doula Access Program in 2020 was also well below the national average – 3.4% compared to 8.3% nationwide. One out of 29 mothers completing the program in 2020 had a baby born at 5.2 pounds.
- 89% of mothers participating in the Doula Access Program agreed or strongly agreed that having a doula increased their satisfaction with the labor and delivery process.
- 86% of mothers participating in the Doula Access Program agreed strongly agreed that having a doula increased their sense of control during the birthing process.

The Community Wellness Program also continued its Maternal Wellness Retreat that educates mothers about available resources, provides young mothers with the tools to cope with the COVID-19 pandemic, helps them develop a personal self-care plan, and teaches mothers to identify mental health concerns. Results from our evaluation of these activities indicated that they had a positive impact, with 57% of Maternal Wellness Retreat attendees improving their understanding of maternal wellness issues.

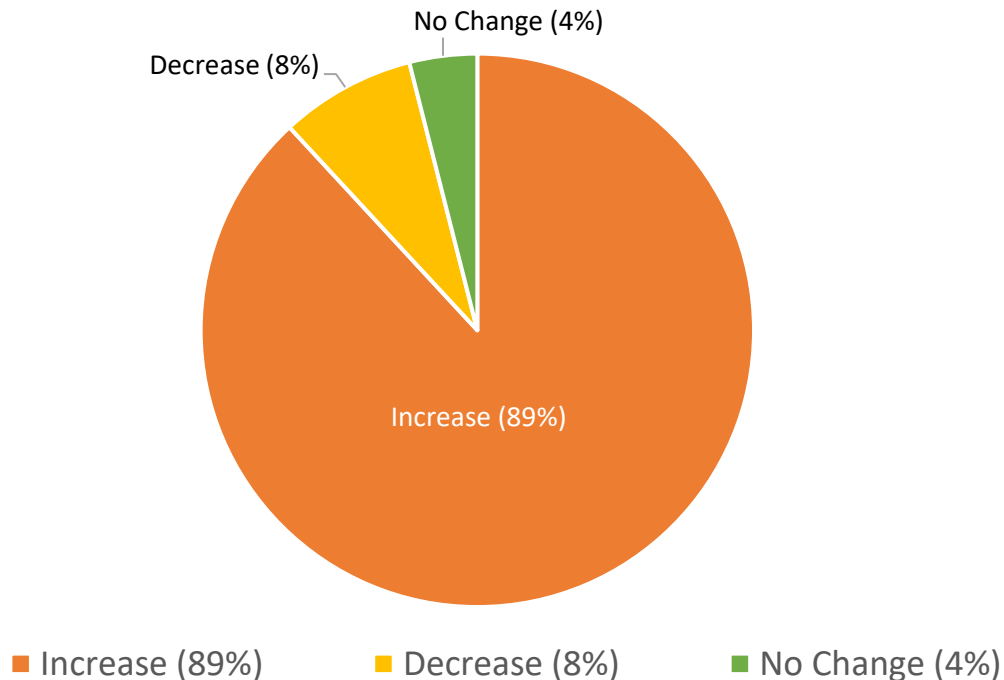
Change in Knowledge of Maternal Wellness among Participants



Increasing Community Members' Knowledge of Behavioral Health

Two educational seminars – one covering stress management, the other addressing depression – addressed issues related to mental and emotional health. Eighty-nine percent (89%) of participants to these seminars increased their knowledge of mental health issues.

Change in Knowledge of Mental Health Issues among Participants



- 97% of participants indicated that they were at least somewhat likely to use the information they learned at the seminars.
- 90% of attendees of the stress management seminar agreed that what they learned will help them identify and help someone with anxiety.
- 62% of participants of the seminars rated them as “Excellent”.

COMMUNITY EMPOWERMENT

Through its Eastside HEAL Zone initiative, conferences, clinic services, and health education classes, the Community Empowerment team aims to increase resident engagement and leadership and improve health knowledge.

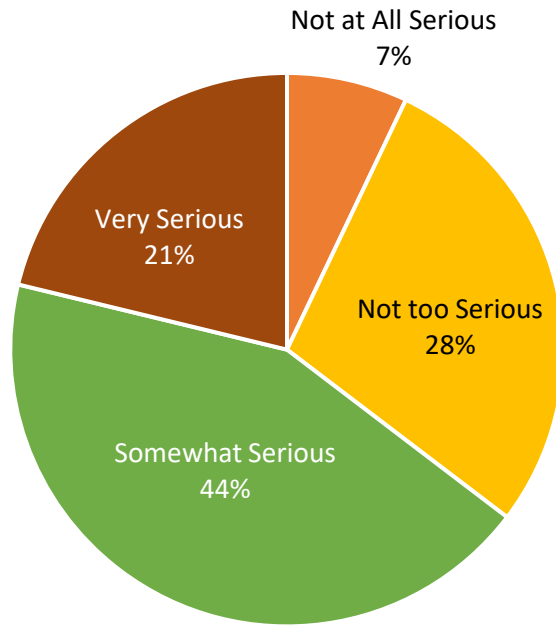
In 2020, the Community Empowerment team recorded over 13,800 encounters with participants and residents in the community. Over half (52%) of these encounters were made through Community Empowerment’s health education classes, followed by clinic services (36%).

HEAL Zone

Since 2017, Eastside HEAL Zone has asked residents about their attitudes toward Patterson Park, including perceptions of safety and their use of the park. The first Eastside resident survey was conducted in 2017 before major park and neighborhood improvement initiatives were undertaken by HEAL Zone. In 2020, 84 residents completed the survey.

Results from this year’s survey showed that 65% of residents believe that crime is a “somewhat serious” or “very serious” problem at Patterson Park.

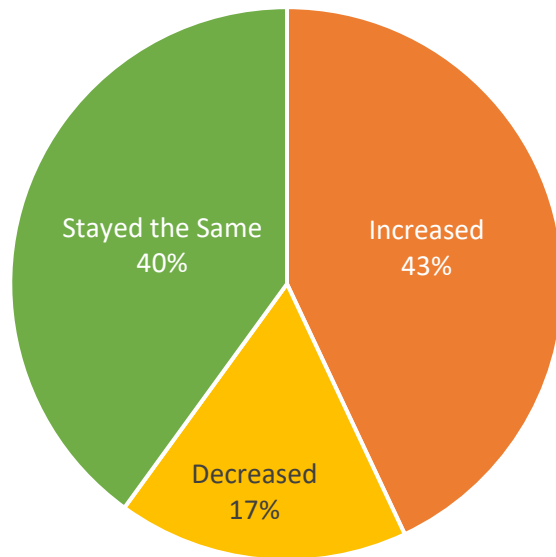
How Serious is the Overall Level of Crime at Patterson Park?



■ Not at All Serious ■ Not too Serious ■ Somewhat Serious ■ Very Serious

Even so, 43% of residents surveyed believed that crime and quality of life issues at or around the park have declined in the past year. Residents reported that garbage dumping, assaults, drug-dealing and use, sexuality activity/prostitution, vandalism, graffiti, fighting, and drinking were down this year compared to 2017.

Has the Level of Crime and/or Quality of Life Issues at Patterson Park Increased, Decreased, or Stayed the Same?



■ Increased ■ Decreased ■ Stayed the Same

Use of the park has also increased. Three-quarters (75%) of residents indicated that they use the park at least once a month, compared to 64% in 2017. Over two thirds of residents surveyed (68%) indicated that they participate in activities at the park at least once a month, but a majority (56%) would like to see more activities at the park.

F.A.C.T.S. (Teen Health)

The Fueling Adolescent Communities with Trust and Strategies (F.A.C.T.S.) program provided education presentations and conferences to teens through the Best SELFie Conference virtually and presentations in Riverside-area high schools on sexually-transmitted infections, healthy relationships, drugs, and reproductive health.

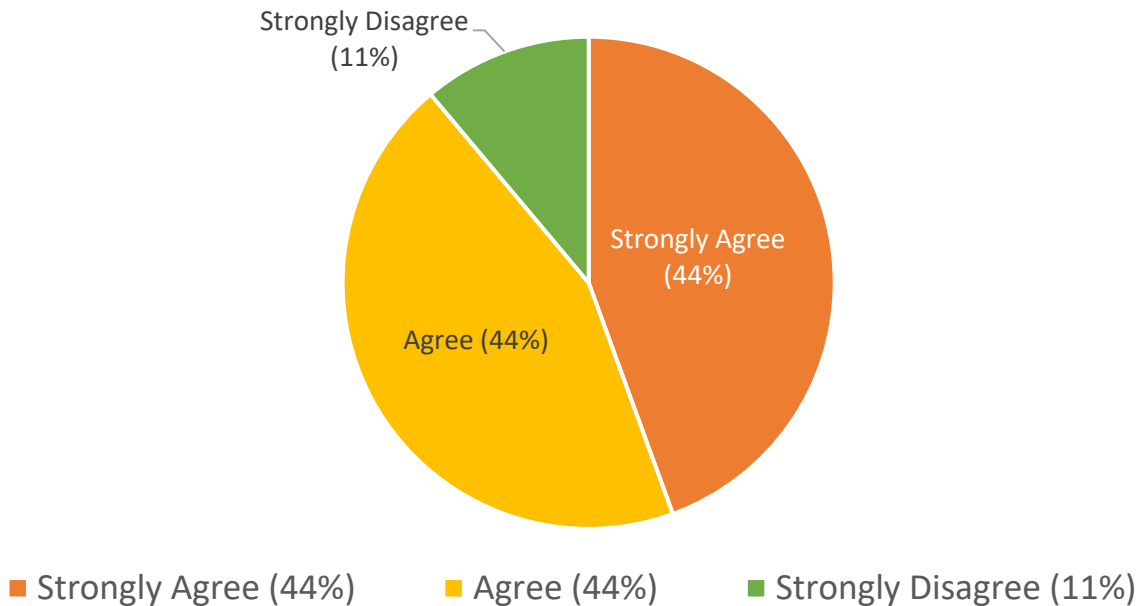
Best SELFie Conference

On November 5th, we held our first ever virtual BestSELFie conference to 24 youth. The annual conference, designed for women ages 14-19, aims to “Empower young womxn’s self-exploration journey’s by providing [them] with the tools and resources to expand [their] personal and professional success.”

Attendees enjoyed the virtual conference. One youth remarked, “Since it was online, I was able to attend and not feel rushed in heading to another location.” Another, commenting on the topics addressed at the conference remarked, “I loved ever thing with these meetings. they were inspirational, encouraging and helpful. I loved the little videos we had access to like the Dancing one and the hair products those were fun and very helpful.”

Overall, 89% of attendees agreed or strongly agreed that they learned something new about resources available to them in the community. Eighty-eight percent (88%) also believed that the conference will help them make better decisions about their future.

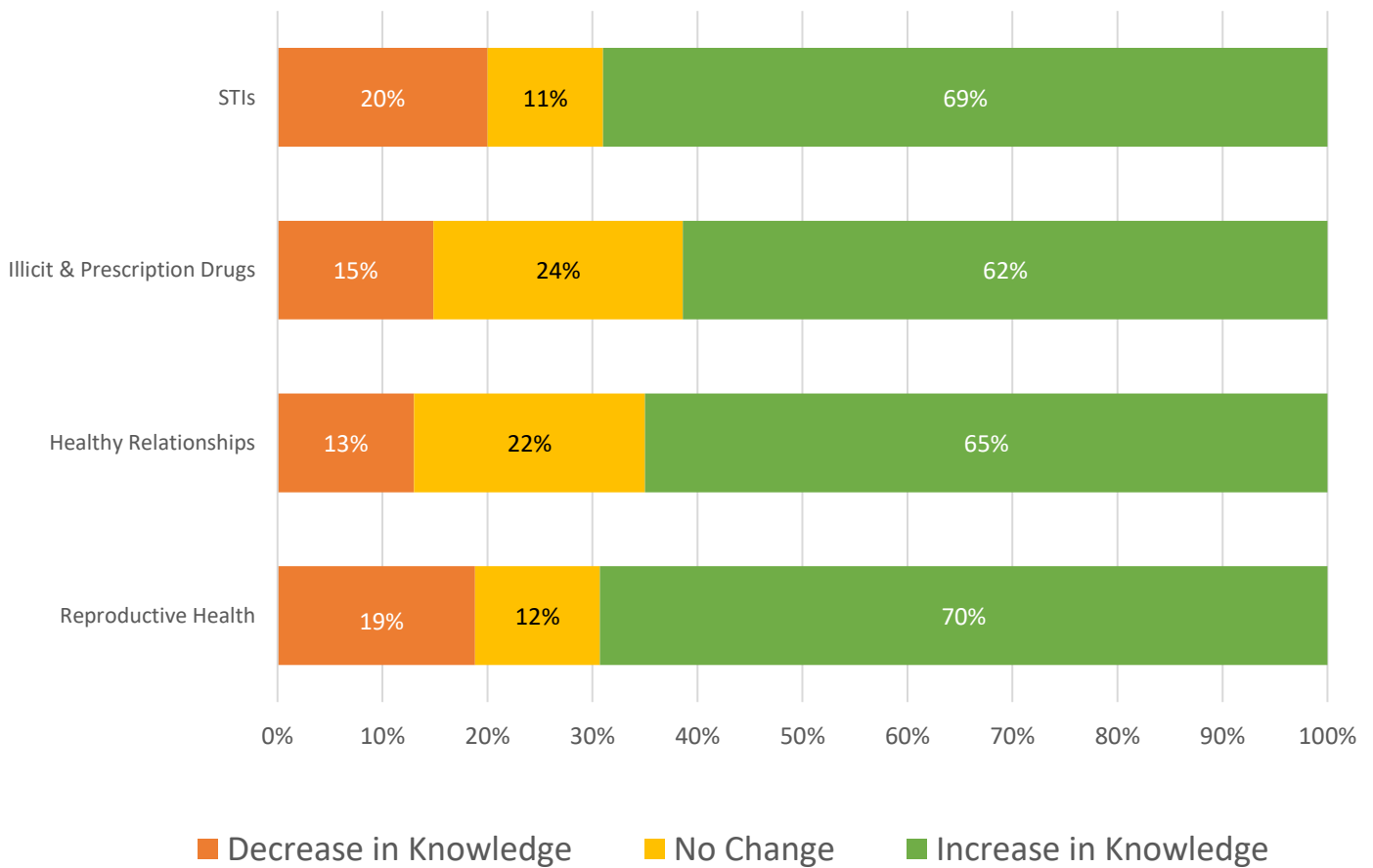
The BEST SELFie Conference Will Help Me Make Better Decisions About My Future



Youth Presentations

The FACTs teams provided health education classes to youth at local high schools in Riverside Unified, Alvard Unified, and Jurupa Unified school districts. Youth learned about healthy relationships, reproductive health, sexually transmitted infections (STIs), and illicit and non-prescription drugs. Based on 1,147 matched pre- and post-surveys conducted during the program, a large percentage of youth benefitted from the instruction. Seventy percent (70%) of youth increased their knowledge of reproductive health, 65% increased their knowledge of healthy relationships, 62% increased their knowledge of illicit and prescription drug use, and 69% increased their knowledge of STIs.

Change in Knowledge of STIs, Drugs, Healthy Relationships, and Reproductive Health among Youth Participants



Pink Ribbon Place

In 2020, The Pink Ribbon Place recorded over 44,000 encounters, with a large share of those contacts made through its community events (73%) and physical education classes (20%).

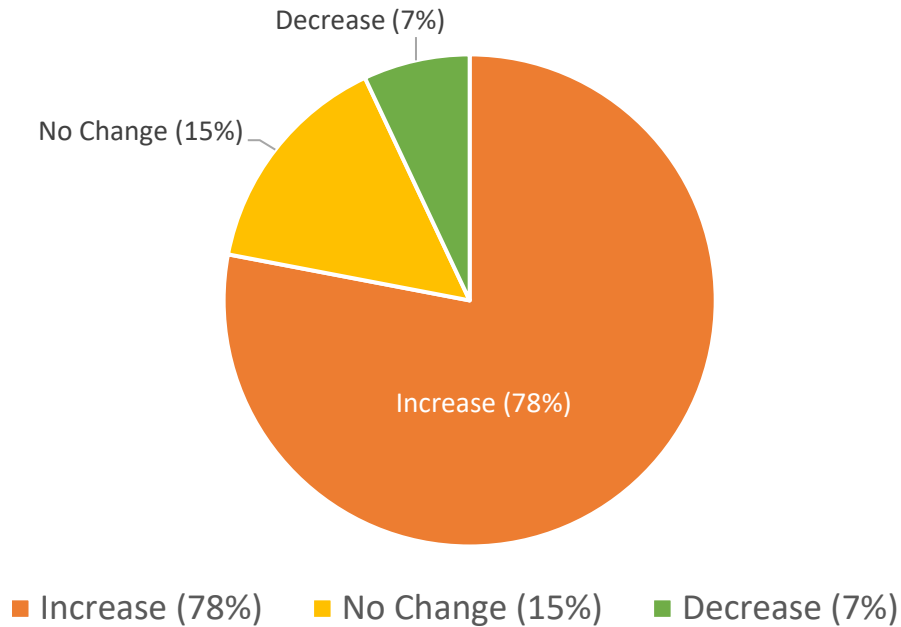
Through a variety of community conferences and seminars, physical activity classes, individual and group counseling, and resources, the Pink Ribbon Place provides support and education for cancer survivors and their families at no cost. These programs aim to increase the community’s knowledge of cancer and cancer-

related issues, empower cancer survivors by building confidence and improving their ability to advocate for themselves and navigate resources, increase survivors’ feelings of support and connectivity, and motivate survivors to engage in regular physical activity.

Increasing Knowledge of Cancer and Cancer-Related Issues

Through the SoCal Women’s Cancer Conference (WCC) and the educational support group on self-love, 78% of participants increased their knowledge of cancer and cancer-related topics.

Change in Knowledge of Cancer and Cancer-Related Topics Among Women's Cancer Conference Attendees



At the Women’s Cancer Conference, participants indicated that they learned something new about a wide variety of topics – ranging from proper nutrition to cannabis use for cancer. Increases in knowledge were greatest for the following topics:

- How eating well affects cancer treatment and recovery (64% of participants increased),
- Unforeseen side effects of cancer treatments (66% of participants increased), and
- How to communicate about body image and intimacy issues (62% of participants increased)

Sixty-five percent (65%) Participants attending the virtual conference strongly agreed that the conference motivated them to learn more about the topics discussed.

Building Confidence and Empowering Survivors

Building confidence and empowering cancer survivors were important elements of The Pink Ribbon Places’ Client Navigation services and the Look Good Feel Better workshop, a public service program that teaches beauty techniques to people with cancer to help manage appearance-related side effects of cancer treatment.

- Eighty percent (80%) of clients receiving navigation support were more confident navigating health resources after receiving support from The Pink Ribbon Place.
- Eighty-three percent (83%) of participants attending Look Good Feel Better increased confidence in their ability to apply the beauty techniques discussed.
- Another 83% of Look Good Feel Better participants indicated that they were “Very Likely” to use what they learned during the workshop.
- Seventy-five percent (75%) of Look Good Feel Better participants also increased their knowledge of beauty and self-care techniques.

Increasing Feelings of Support and Connectedness

Several support groups were offered by The Pink Ribbon Place as way for cancer survivors and their loved ones to connect with others who understand what they are going through, share resources, and discover hope. These included Hope for Women and Esperanza para Mujeres, Metastatic Cancer Support Group, and Oasis Ovarian Support Group. The Pink Ribbon Place also assisted survivors connect to local resources they could access for help on their cancer journey.

After attending one of more of these groups or receiving client navigation services, clients were asked about their support network and if they felt lonely or socially isolated.

- 85% of clients believed that they felt they had a supportive network of people to help them.
- 85% of clients indicated that they had people they can talk to who understand their situation.
- 88% of support group clients felt that the group was a safe environment to share their personal experiences.
- 69% of support group clients believed that they felt less isolated after attending the support group.

Encouraging Regular Physical Activity

Aquamotion, a pool aerobic class, and Iyengar Yoga help cancer survivors re-build strength and encourage regular physical activity.

- Seventy-five percent (75%) of class attendees indicated that they were more motivated to exercise regularly and be physically active after participating in either program.
- Seventy-five percent (75%) of participants also believed that they had increased their skill level at either yoga or pool aerobics.
- All participants (100%) rated the classes as “Excellent”.

Miles of Smiles

In the first quarter of 2020, Miles of Smiles held presentations and oral health screenings at several Alvord Unified, Jurupa Unified, and Riverside Unified schools. A survey of youth during the dental screenings found that the need and demand for oral health education remains high.

- Over half of 2nd (54%) and 6th (53%) graders never floss.
- 57% of youth surveyed either haven’t been to a dentist in over a year or have never been to a dentist.
- Of the 90 teachers surveyed, 94% said that it was “very important” to have *Miles of Smiles* at their school.
- Teachers felt that the *Miles of Smiles* program is “a valuable service.” and “an excellent program that is greatly needed”.

The Miles of Smiles program also had an impact on one of the greatest barriers kids have to going to a dentist – fear. Over 90% of 2nd, 5th, and 6th graders indicated that Miles of Smiles staff made them feel more comfortable about going to a dentist.

Community Settlement Association

In the first quarter of the year, CSA implemented its ASP BEST, a program for youth from K through 8th grade that helps youth build life skills, increase self-confidence, and develop a positive outlook. The program, through guest speakers and diverse topics, teaches youth useful skills. This year, for example, youth were instructed in the basics of computer science and coding. Below are highlights from 2020.

- After participating in the ASP BEST program, 52% of K-3rd grade youth and 42% of 4th-8th grade youth increased their self-confidence and outlook.
- 75% of K-3rd grade youth and 68% of 4th-8th grade youth believed that they were somewhat likely or very likely to use the information they learned during the program.

**RESTATED
ARTICLES OF INCORPORATION
OF**

**RIVERSIDE COMMUNITY HEALTH FOUNDATION
a California nonprofit public benefit corporation**

DANIEL ANDERSON and DWIGHT M. MONTGOMERY certify that:

1. They are the President and Secretary, respectively, of Riverside Community Health Foundation, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this Corporation are hereby amended and restated in their entirety to read as follows:

I.
NAME

The name of this corporation is Riverside Community Health Foundation (“Corporation”).

II.
PURPOSES

(A) This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

(B) The specific purposes of this Corporation are to receive gifts, bequests, devises and contributions of every kind and nature, and to hold, use, administer and disburse the same to support a health care system in the County of Riverside (and surrounding areas) in the State of California.

(C) In addition, this Corporation shall undertake the following activities in furtherance of the specific purposes identified above:

- (i) To operate or support hospitals, sanitariums, asylums, rest or retirement homes, maternity homes, dispensaries, clinics and places and institutions for the care and treatment for the sick, afflicted and aged, and to directly or indirectly furnish and supply care, treatment, hospitalization and other services therein with or without compensation therefor, and in connection with any of the above activities

to acquire, receive and hold real and personal property of every kind and character by gift, endowment, government grant, benefit, allowance, or appropriation, devise, legacy, bequest or otherwise, and to perform any all acts necessary to realize said gifts, endowments, government grants, benefits, allowances, or appropriations, devises, legacies and bequests and to make the same available to this Corporation.

(ii) To accumulate, compile and distribute statistics and other data which may be to the interests of public health in its relation to hospital service.

(iii) To the extent permitted by law, to give and furnish courses of instruction in nursing and nursing assistance, dietetics, physical therapy, library work, laboratory and X-ray techniques and other subjects in connection with the support of a hospital or hospitals or other institutions owned, operated or supported by this Corporation, and in connection with the foregoing to establish, own, maintain, conduct, operate or support nurses homes, training schools, classrooms and quarters suitable for the furnishing of courses of instruction and the care and maintenance of students.

(iv) To administer the “CHC Trust”, the “RCHF Trust”, the “New Assets”, and the “Restricted Funds” (as defined below), in accordance with the applicable provisions of Article III and Article IV.

(v) To initiate, advise, direct and develop a program of community health education in the “Service Area” (as defined below).

(vi) To perform such acts and undertake such programs as may be deemed necessary to encourage and coordinate the solicitation and receipt of funds and properties of every kind and nature, in order to promote, advance and effectuate the purposes of this Corporation.

(vii) To hold meetings, publish newsletters, use public media, and adopt such other methods of processes as may be deemed appropriate by this Corporation’s “Board” (as defined below) to further the purposes of this Corporation.

(viii) To operate exclusively for charitable and educational purposes.

(ix) This Corporation shall also have the right and power to sue and be sued, to make contracts, to receive property by devise or bequest, subject to the laws regulating transfer of property by Will, and otherwise to acquire and hold all property, real and personal, including shares of stock, bonds or securities of other

corporations; to act as trustee under any trust or endowment incidental to the principal objectives of this Corporation, and to receive, hold, administer and expend funds and property subject to such trust or endowment; to convey, exchange or transfer upon trust, or otherwise dispose of all property, real or personal; provided, however, that no part of said funds or other property or the income therefrom, shall be used either directly or by contributions for such purposes for the benefit of the Corporation during such time as the Corporation does not qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (and together with the Income Tax Regulations promulgated thereunder, the "Code").

(D) As incidental to the main objects and purposes hereinbefore mentioned in Paragraphs (B) and (C) of this Article II, this Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of this Corporation.

(E) The foregoing Paragraphs of this Article II shall each be construed as purposes, objects, and powers and the matters expressed in each Paragraph shall, except as otherwise expressly provided, be in no way limited by reference to, or inference from, the terms of any other Paragraph of these Restated Articles of Incorporation, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of this Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

III. ADMINISTRATION OF EXPENDITURES FROM RCHF TRUST, NEW ASSETS AND RESTRICTED FUNDS

(A) Definitions. For purposes of this Article III, the following terms shall have the meanings indicated:

(1) Expenditures. Expenditures, including, without limitation, grants, distributions, subsidies and/or reimbursements.

(2) New Assets. Property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by this Corporation after April 30, 1997 (other than Restricted Funds (as defined below)), and the income derived therefrom, including specifically, without limitation, the net proceeds received by this Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

(3) RCHF Trust. The assets of the Corporation as of May 1, 1997 (other than Restricted Funds), and the income derived therefrom, including specifically, without limitation, the net proceeds received by this Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

(4) Restricted Funds. The assets held by this Corporation under the “*Joan F. Sullivan Memorial Fund*” and property received by gift, devise or bequest or property held in a trust of which this Corporation is trustee received or accepted by this Corporation after April 30, 1997, which expressly names “*Riverside Community Hospital*” as the beneficiary thereof, and the income derived therefrom, including specifically, without limitation, the net proceeds received by this Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon are derived from the investment thereof.

(B) Amount of Expenditures from RCHF Trust.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the RCHF Trust.

(2) Apportionment of Amount. The aggregate Expenditures made by this Corporation from the RCHF Trust pursuant to this Article III shall be made in furtherance of the permitted purposes described in Paragraph (C) of Article IV.

(C) Amount of Expenditures from New Assets.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the New Assets.

(2) Permitted Purposes of Expenditures. The aggregate Expenditures made by this Corporation from the New Assets pursuant to this Article III shall be made in furtherance of this Corporation’s purposes as described in Article II.

(D) Amount of Expenditures from Restricted Funds.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the Restricted Funds unless the instrument(s) conveying or accompanying the conveyance of the property or assets which constitute the Restricted Funds impose a minimum annual Expenditures' requirement.

(2) Apportionment of Amount. The aggregate Expenditures made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with, subject to and controlled by the instrument(s) which convey or accompany the conveyance of the property or assets which constitute the Restricted Funds.

(3) Permitted Purposes of Expenditures From Restricted Funds. The aggregate Expenditures made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with the terms of the instrument(s) which convey or accompany the conveyance of the assets or property which constitute the Restricted Funds except that wherever the term "*Riverside Community Hospital*" is found, the term "*Riverside Community Health Foundation*" shall be inserted.

IV.

ADMINISTRATION OF EXPENDITURES FROM CHC TRUST

(A) Definitions. For purposes of this Article IV, the following terms shall have the meanings indicated:

(1) CHC Trust. The assets of Community Health Corporation, a California nonprofit public benefit corporation ("CHC"), as of May 1, 1997, and the income derived therefrom, including specifically, without limitation, the net proceeds received by CHC from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

(2) Expenditures. Expenditures, including, without limitation, grants, distributions, subsidies and/or reimbursements.

(3) Health and Wellness Care. Health, wellness, and/or medical care provided by a health care provider licensed, certified or accredited either by a governmental entity or agency of either a State or the United States or by an accrediting organization recognized as such by the health care industry, which health, wellness and/or medical care may

include, but not be limited to, programs, activities, and services that address health, medical, and social determinants that address health and wellness within the Service Area and/or to residents of the Service area to health and wellness services, expressly including, without limitation, the following: healthcare services; grants for needy individuals; homeless services; mental and physical health screening programs; prevention and treatment of obesity; respiratory illness; diabetes; tobacco cessation; behavioral health; alcohol and substance abuse; maternal health services; child and family healthcare and wellness services; eldercare services; and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness residing in the Service Area across all ages.

(4) Health and Wellness Care Expenditures. Expenditures from the CHC Trust: (a) that are reasonably necessary to fund Health and Wellness Care for the benefit of persons residing in the Service Area that is provided (i) by an acute care hospital duly licensed under applicable law and operated by a Qualified Recipient, or (ii) directly by this Corporation, or directly by a Qualified Recipient, either alone or on behalf of this Corporation, including at healthcare facilities substantively similar to the “*Eastside Health Center*” that is recognized by the Internal Revenue Service as a public charity providing “medical or hospital care” within the meaning of Section 170(b)(1)(A)(iii) of the Code; (b) that are reasonably necessary to fund Health and Wellness Care provided directly by this Corporation or directly by a Qualified Recipient, either alone or on behalf of this Corporation, on an ambulatory or outpatient basis, including diagnostic services, either within the Service Area or to residents of the Service Area; and (c) for the purpose of obtaining medical insurance from not-for-profit or private purveyors for the benefit of “Medically Indigent” (as defined below) persons residing in the Service Area.

(5) Health and Wellness Educational/Professional Expenditures. Expenditures from the CHC Trust that are reasonably necessary to fund community health and wellness educational and/or professional medical educational programs and/or activities conducted within the Service Area either by this Corporation or on behalf of this Corporation in furtherance of, supporting, and/or complementary to the purposes enumerated in this Article IV.

(6) Medically Indigent. A person shall be treated as “Medically Indigent” if (a)

such person establishes “income” not exceeding twice the “federal poverty level” (as those terms are defined, and updated from time to time, by the United States Department of Health and Human Services (including any successor thereto)), and (b) the Medical Care to be provided does not qualify for reimbursement from any payor, including the Medicare or Medi-Cal programs.

(7) Qualified Recipient. A California nonprofit public benefit corporation, exempt from federal income taxes under Section 501(a) of the Code because it is described in Section 501(c)(3) of the Code, or an instrumentality or agency of the State of California, the County of Riverside or the Cities of Riverside, Moreno Valley, Jurupa Valley, Perris, Corona, Norco or Mira Loma.

(8) Service Area. The geographic area defined by the city limits of the Cities of Jurupa Valley and Riverside, including the following ZIP codes: 92501; 92502; 92503; 92504; 92505; 92506; 92507; 92508; 92518; 92521; 92522; 92509; and 91752.

(B) Amount of Expenditures from CHC Trust.

(1) Determination of Amount. This Corporation shall have no minimum annual Expenditures from the CHC Trust, and may use the CHC Trust to fund Health and Welfare Care Expenditures and Health and Wellness Educational/Professional Expenditures; all at such times, in such manner and in such amounts (subject to Paragraph (B)(2) of this Article IV) as shall be determined in the sole discretion of this Corporation’s Board after taking into account operating expenses, capital needs and reserves for contingencies in accordance with sound accounting practices, including, without limitation, capital calls from any investment included within the CHC Trust.

(2) Apportionment of Amount. The aggregate Expenditures made by this Corporation from the CHC Trust pursuant to this Article IV shall be made in furtherance of the permitted purposes described in Paragraph (C) of this Article IV.

(3) Documentation. Expenditures from the CHC Trust to a Qualified Recipient shall be accompanied by written documentation describing the restriction on the grantee’s use of funds. This Corporation shall receive the written commitment of the grantee, at the time the grant or distribution is made, that the grantee shall abide with such restrictions and provide to this Corporation such documentation as this Corporation may require regarding the manner in which the funds were used after being expended by the grantee.

(C) Permitted Purposes of Expenditures from CHC Trust and RCHF Trust. Subject to Paragraph (B)(1) of this Article IV, this Corporation may make Expenditures from the CHC Trust and from the RCHF Trust to fund Health and Welfare Care Expenditures and Health and Wellness Educational/Professional Expenditures.

IV.
LIMITATION ON CORPORATE ACTIVITIES

(A) This Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code.

(B) Notwithstanding any other provision of these Restated Articles of Incorporation or the Bylaws (as restated and/or amended from time to time), this Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

(C) No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI.
MEMBERS

This Corporation shall have no members.

VII.
DIRECTORS

The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors (“Board”). The number of members (“Directors”) of the Board of this Corporation shall be fixed from time to time by the Bylaws of this Corporation.

VIII.
DEDICATION AND DISSOLUTION

(A) The property of this Corporation is irrevocably dedicated to charitable and

educational purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code (“RTC”) and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes meeting the requirements for exemption under Section 214 of the RTC and which has established its tax exempt status under Section 501(c)(3) of the Code.

(B) If this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the County in which this Corporation has its principal office, upon petition therefore by the Attorney General, or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IX. AMENDMENTS

These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of a majority of the Directors of the Board and with the written approval of the California Attorney General.”

3. The foregoing restatement of the Articles of Incorporation of this Corporation has been duly approved by the Board of Directors of this Corporation.
4. This Corporation has no members.
5. These Restated Articles of Incorporation have been approved by the Attorney General of the State of California.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in these Restated Articles of Incorporation are true and correct of our own knowledge.

DATED: _____, 2020

DANIEL ANDERSON
President

DATED: _____, 2020

DWIGHT M. MONTGOMERY
Secretary

DRAFT

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FILED ARA
the office of the Secretary of State
of the State of California

JAN 01 2004

Kevin Shelley
KEVIN SHELLEY, Secretary of State

RESTATED
ARTICLES OF INCORPORATION
OF

RIVERSIDE COMMUNITY HEALTH FOUNDATION
A California nonprofit public benefit corporation

MARK T. WILLIAMS and ROBERT HERRICK certify that:

1. They are the President and Secretary, respectively, of Riverside Community Health Foundation, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this Corporation are hereby amended and restated in their entirety to read as follows:

I.

NAME

The name of this Corporation is Riverside Community Health Foundation.

II.

PURPOSES

- A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law for public and charitable purposes.
- B. The specific purposes of this Corporation are to receive gifts, bequests, devises and contributions of every kind and nature, and to hold, use, administer and disburse the same to support a health care system in the County of Riverside, and surrounding areas in the State of California.
- C. In addition, the Corporation shall undertake the following activities in furtherance of the specific purposes identified above:
 1. To operate or support hospitals, sanitariums, asylums, rest or retirement homes, maternity homes, dispensaries, clinics and places and institutions for the care and treatment for the sick, afflicted and aged, and to directly or indirectly furnish and supply care, treatment, hospitalization and other services therein with or without compensation therefor, and in connection with any of the above activities to acquire, receive and hold real and personal property of every kind and character by gift, endowment, government grant, benefit, allowance, or appropriation, devise, legacy, bequest or otherwise, and to perform any all acts necessary to realize said gifts, endowments, government grants, benefits, allowances, or

appropriations, devises, legacies and bequests and to make the same available to the Corporation.

2. To accumulate, compile and distribute statistics and other data which may be to the interests of public health in its relation to hospital service.

3. To the extent permitted by law, to give and furnish courses of instruction in nursing and nursing assistance, dietetics, physical therapy, library work, laboratory and X-ray techniques and other subjects in connection with the support of a hospital or hospitals or other institutions owned, operated or supported by the Corporation, and in connection with the foregoing to establish, own, maintain, conduct, operate or support nurses homes, training schools, classrooms and quarters suitable for the furnishing of courses of instruction and the care and maintenance of students.

4. To administer the CHC Trust, RCHF Trust, New Assets, and Restricted Funds, as herein defined, in accordance with the provisions of Articles III and IV below.

5. To initiate, advise, direct and develop a program of community health education in the Service Area, as herein defined.

6. To perform such acts and undertake such programs as may be deemed necessary to encourage and coordinate the solicitation and receipt of funds and properties of every kind and nature, in order to promote, advance and effectuate the purposes of this Corporation.

7. To hold meetings, publish newsletters, use public media, and adopt such other methods of processes as may be deemed appropriate by the Corporation's Board of Directors to further the purposes of this Corporation.

8. To operate exclusively for charitable and educational purposes.

9. This Corporation shall also have the right and power to sue and be sued, to make contracts, to receive property by devise or bequest, subject to the laws regulating transfer of property by Will, and otherwise to acquire and hold all property, real and personal, including shares of stock, bonds or securities of other corporations; to act as trustee under any trust or endowment incidental to the principal objectives of this Corporation, and to receive, hold, administer and expend funds and property subject to such trust or endowment; to convey, exchange or transfer upon trust, or otherwise dispose of all property, real or personal; provided, however, that no part of said funds or other property or the income therefrom, shall be used either directly or by contributions for such purposes for the benefit of the Corporation during such time as the Corporation does not qualify as an exempt organization under Section 501(c)(3) of the United States Internal Revenue Code, or its Regulations as now in force.

D. As incidental to the main objects and purposes hereinbefore mentioned in Paragraph B and C of this Article II, this Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of the Corporation .

E. The foregoing Paragraphs shall each be construed as purposes, objects, and powers and the matters expressed in each Paragraph shall, except as otherwise expressly provided, be in no way limited by reference to, or inference from, the terms of any other Paragraph of these Restated Articles of Incorporation, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of the Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

III.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS FROM RCHF TRUST, NEW ASSETS AND RESTRICTED FUNDS

A. Definitions. For purposes of this Article III, the following terms shall have the meanings indicated:

1. RCHF Trust. The assets of the Corporation as of May 1, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. New Assets. Property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

3. Restricted Funds. The assets held by the Corporation under the "Joan F. Sullivan Memorial Fund" and property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 which expressly names Riverside Community Hospital as the beneficiary thereof, and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon are derived from the investment thereof.

B. Amount of Expenditures, Grants or Distributions from RCHF Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the RCHF Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the RCHF Trust pursuant to this Article III shall be made in the following proportions:

a. Support of CHC Trust. Not less than Fifty-Nine percent (59%) of the total aggregate distributions and grants of the Corporation from the RCHF Trust shall be made in accordance with, subject to, and controlled by the provisions of Article IV of these Restated Articles of Incorporation;

b. Community Health Education. Not less than Forty-One percent (41%) of the total aggregate distributions and grants of the Corporation from the RCHF Trust shall be made to initiate, advise, direct and develop a program of community health education in the Service Area.

C. Amount of Expenditures, Grants or Distributions From New Assets.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the New Assets.

2. Permitted Purposes of Expenditures, Distributions and Grants. The aggregate expenditures, distributions and grants made by this Corporation from the New Assets pursuant to this Article III shall be made in furtherance of the Corporation's purposes as identified in Article II herein.

D. Amount of Expenditures, Grants or Distributions From Restricted Funds.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the Restricted Funds unless the instrument(s) conveying or accompanying the conveyance of the property or assets which constitute the Restricted Funds impose a minimum annual expenditure, distribution or grant requirement.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with, subject to and controlled by the instrument(s) which convey or accompany the conveyance of the property or assets which constitute the Restricted Funds.

3. Permitted Purposes of Expenditures, Distributions and Grants From Restricted Funds. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article III shall be made in accordance with the terms

of the instrument(s) which convey or accompany the conveyance of the assets or property which constitute the Restricted Funds except that wherever the term "Riverside Community Hospital" is found, the term "Riverside Community Health Foundation" shall be inserted.

IV.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS FROM CHC TRUST

A. Definitions. For purposes of this Article IV, the following terms shall have the meanings indicated:

1. CHC Trust. The assets of Community Health Corporation, a California nonprofit public benefit corporation, as of May 1, 1997, and the income derived therefrom, including specifically, without limitation, the net proceeds received by Community Health Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. Qualified Recipient. A California nonprofit public benefit corporation, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code") because described in Section 501(c)(3) of the Code, or an instrumentality or agency of the State of California, the County of Riverside or the Cities of Riverside, Moreno Valley, Perris, Corona, Norco or Mira Loma.

3. Service Area. The geographic area defined by the city limits of the City of Riverside, including the following ZIP codes: 92501, 92502, 92503, 92504, 92505, 92506, 92507, 92508, 92518, 92521, 92522, 92509 and 91752.

4. Inpatient Charitable Expenditures. (a) Expenditures from the CHC Trust that are reasonably necessary to operate Inpatient Healthcare Programs; (b) Inpatient Medical Care Grants or Distributions; and (c) Expenditures from the CHC Trust for the purpose of purchasing medical insurance from not-for-profit or private purveyors for the benefit of Medically Indigent persons residing in the Service Area.

5. Inpatient Medical Care Grant or Distribution. A grant or distribution from the CHC Trust either directly to a Qualified Recipient which operates an acute care hospital duly licensed under applicable law or to a partnership, joint venture, limited liability company, or corporation owned or controlled by the Corporation and such a Qualified Recipient, that, by its terms, is restricted solely to (a) subsidizing or reimbursing Inpatient Healthcare either within the Service Area or to residents of the Service Area or, (b) funding programs that provide Inpatient Healthcare either within the Service Area or to residents of the Service Area.

6. Inpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Inpatient Healthcare.

7. Hospital Acute Inpatient Medical Care. Medical Care provided to inpatients who are residents of the Service Area by an acute care hospital duly licensed under applicable law and operated by a Qualified Recipient.
8. Inpatient Healthcare.
- (a) Hospital Acute Inpatient Medical Care or
 - (b) Inpatient-type Medical Care.
9. Inpatient-type Medical Care. Medical Care provided to residents of the Service Area by an acute care hospital duly licensed under applicable law and operated by a Qualified Recipient that does not constitute Hospital Acute Inpatient Medical Care, but which was historically provided by Riverside Community Hospital in a manner that constituted Hospital Acute Inpatient Medical Care.
10. Outpatient Charitable Expenditures. (a) Outpatient Medical Care Grants or Distributions, (b) expenditures from the CHC Trust that are reasonably necessary to operate Outpatient Healthcare Programs and (c) expenditures from the CHC Trust for the purpose of purchasing medical insurance from not-for-profit or private purveyors for the benefit of Medically Indigent persons residing in the Service Area.
11. Outpatient Medical Care Grant or Distribution. A grant or distribution from the CHC Trust either directly to a Qualified Recipient or to a partnership, joint venture, limited liability company, or corporation owned or controlled by the Corporation and such a Qualified Recipient, that, by its terms, is restricted solely to (a) subsidizing or reimbursing Outpatient Healthcare either within the Service Area or to residents of the Service Area or, (b) funding programs that provide Outpatient Healthcare either within the Service Area or to residents of the Service Area.
12. Outpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Outpatient Healthcare.
13. Outpatient Healthcare. Medical care provided on an ambulatory or outpatient basis, including diagnostic services, either within the Service Area or to residents of the Service Area.
14. Health/Medical Education Expenditure. An expenditure, grant or distribution from the CHC Trust in furtherance of the purposes enumerated herein that, by its terms, is restricted solely to supporting community health education or professional medical education within the Service Area.
15. Medical Care. Medical care provided to a patient by a health care provider licensed by the State of California. Care not provided by a health care provider required to

be licensed in the State of California shall not be considered “medical care” for the purposes of this Article IV of these Restated Articles of Incorporation.

16. Medically Indigent. A person shall be treated as “Medically Indigent” if (a) such person establishes income not exceeding twice the federal poverty level and (b) the medical care at issue does not qualify for reimbursement from any payor, including the Medicare or Medi-Cal programs.

17. OSHPD Index. The net change, on a percentage basis, as of the end of each calendar year from the previous calendar year, in Total Statewide Total Gross Inpatient Revenue and Total Gross Outpatient Revenue as defined and published by the Office of Statewide Health Planning and Development of the State of California.

B. Amount of Expenditures, Grants or Distributions from Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements, and may use the CHC Trust to (a) make Inpatient Charitable Expenditures, Inpatient Medical Grants or Distributions, Outpatient Charitable Expenditures, Outpatient Medical Care Grants or Distributions, (b) directly conduct and/or operate Inpatient Healthcare Programs, Outpatient Healthcare Programs and (c) make Health/Medical Education Expenditures, all at such times, in such manner and in such amounts (subject to Paragraph 2 below) as shall be determined in the sole discretion of the Corporation’s Board of Directors after taking into account operating expenses, working capital needs and reserves for contingencies in accordance with sound accounting practices, including without limitation, capital calls from any investment included within the CHC Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the CHC Trust pursuant to this Article IV shall be in the following proportions:

a. Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions: Not less than fifty-five percent (55%) of the total aggregate distributions and grants from the CHC Trust;

b. Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions: Not more than forty-two and one-half percent (42.5%) of the total aggregate distributions and grants from the CHC Trust; and

c. Health/Medical Education Grants or Distributions: Not more than two and one-half percent (2.5%) of the total aggregate distributions and grants from the CHC Trust.

3. Documentation. Any grant or distribution from the CHC Trust to a Qualified Recipient shall be accompanied by written documentation describing the restriction on the grantee’s use of funds. The Corporation shall receive the written commitment of the grantee,

at the time the grant or distribution is made, that the grantee shall abide with such restrictions and provide to the Corporation such documentation as the Corporation may require regarding the manner in which the funds were used after being expended by the grantee.

4. Adjustment of Apportionment. The apportionment percentages reflected in Paragraphs 2a and 2b above for Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions and Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions, shall be adjusted proportionately, upwards or downwards, on an annual basis, by the OSHPD Index. For example, if the OSHPD Index reflects a 10% increase in Total Gross Inpatient Revenue and a corresponding 10% decrease in Total Gross Outpatient Revenue, the apportionment percentage in Paragraph 2a above shall be increased by 10% to 60.5% and the apportionment percentage in Paragraph 2b above shall be decreased by 10% to 38.25%. If the OSHPD Index is no longer published, the Corporation may make the adjustment by reference to such other similar index or measurement as is agreed to, in writing, between the Corporation and the Attorney General of the State of California.

C. Permitted Purposes of Expenditures, Distributions and Grants. The Corporation may make expenditures, distributions or grants from the CHC Trust to fund Inpatient Charitable Expenditures, Outpatient Charitable Expenditures and to make Inpatient Medical Care Grants or Distributions, Outpatient Medical Care Grants or Distributions, or Health/Medical Education Expenditures in the proportions specified in Paragraph B2 above. Except as provided in Paragraph B1 above, no expenditures, distributions or grants to, or other transfer from the CHC Trust for the direct or indirect purpose of benefitting any person or organization, other than pursuant to an Inpatient Charitable Expenditure, an Outpatient Charitable Expenditure, an Inpatient Medical Care Grant or Distribution, an Outpatient Medical Care Grant or Distribution, or a Health/Medical Education Expenditure, are permitted

V.

LIMITATION ON CORPORATE ACTIVITIES

A. The Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Notwithstanding any other provision of these Restated Articles of Incorporation or the Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

C. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI.

MEMBERS

This Corporation shall have no members.

VII.

DIRECTORS

The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of Directors of this Corporation shall be fixed from time to time by the Bylaws of this Corporation.

VIII.

DEDICATION AND DISSOLUTION

A. The property of the Corporation is irrevocably dedicated to charitable, educational and scientific purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and scientific purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. If this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by Decree of the Superior Court of the County in which the Corporation has its principal office, upon petition therefore by the Attorney General, or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IX.

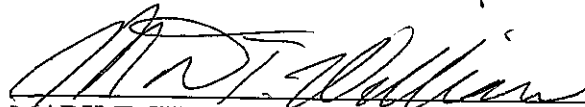
AMENDMENTS

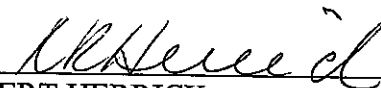
These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of a majority of the members of the Board of Directors of the Corporation and with the written approval of the California Attorney General.”

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

4. This Corporation has no members.
5. These Restated Articles have been approved by the Attorney General Of California.
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in these Restated Articles of Incorporation are true and correct of our own knowledge.

DATE: December 12, 2003


MARK T. WILLIAMS,
President


ROBERT HERRICK,
Secretary

0679957

FILED
In the office of the Secretary of State
of the State of California

AUG 21 2006

CERTIFICATE OF AMENDMENT
of
ARTICLES OF INCORPORATION
of

RIVERSIDE COMMUNITY HEALTH FOUNDATION
a California nonprofit public benefit corporation

DAN ANDERSON and DWIGHT MONTGOMERY certify that:

1. They are the President and Secretary, respectively, of RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit public benefit corporation.
2. Article VIII. A. of the Articles of Incorporation, as amended and restated, of said Corporation is amended to read as follows:

"VIII.

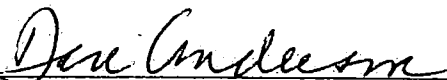
DEDICATION AND DISSOLUTION

A. The property of the Corporation is irrevocably dedicated to charitable and educational purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended."

3. The foregoing amendment has been duly approved by the Board of Directors of the Corporation.
4. The Corporation has no members.
5. This Certificate of Amendment of Articles of Incorporation has been approved by the Attorney General of the State of California.

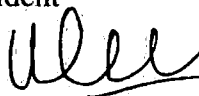
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate of Amendment of Articles of Incorporation are true and correct of our own knowledge.

DATED: August 17, 2006.



DAN ANDERSON

President



DWIGHT M. MONTGOMERY

Secretary



State of California
DEPARTMENT OF JUSTICE

DANIEL E. LUNGREN
Attorney General

300 SOUTH SPRING STREET, SUITE 5212
LOS ANGELES, CA 90013
(213) 897-2000

FACSIMILE: (213) 897-7605
(213) 897-2178

April 21, 1997

George M. Reyes, Esq.
Best, Best & Krieger
400 Mission Square
3750 University Avenue
P.O. Box 1028
Riverside, CA 92502

RE: Riverside Community Hospital Notice of Proposed Transaction

Dear Mr. Reyes:

The Attorney General hereby consents, pursuant to the provisions of Corporations Code section 5915, to the proposed transaction between Community Healthcare Corporation (CHC), the Riverside Community Hospital (RCH) and certain related entities and Columbia/HCA for which you gave us notice on February 7, 1997. Under terms of the proposed transaction, RCH will be transferred to a for-profit joint venture to be owned by CHC (25%) and Columbia/HCA (75%). CHC will, in addition to the ownership interest in the joint venture, receive net proceeds of sale in the amount of approximately \$22.8 million and will retain current assets of approximately \$5.3 million. The CHC interest in the joint venture is valued at \$15.7 million. Thus, CHC will have a balance sheet at the close with assets totalling approximately \$43.8 million.

Our approval is conditioned on:

- 1.) execution of final documents in the form submitted to our office under cover of your letter dated April 19, 1997 reflecting the revisions agreed to during our review process to reflect a sales price of \$72.5 million and a permanent "put" in favor of CHC at the fair market value of the joint venture, with no discounts;
- 2.) adoption by the CHC Board of Directors and filing with the California Secretary of State Restated Articles of Incorporation in the form submitted to our office under cover of your letter dated April 16, 1997; and

RECEIVED

APR 25 1997

BEST BEST & KRIEGER

George M. Reyes, Esq.
September 11, 1996
Page 2

- 3.) CHC seeking court approval of the revised charitable trust provisions of the Restated Articles of Incorporation for CHC.

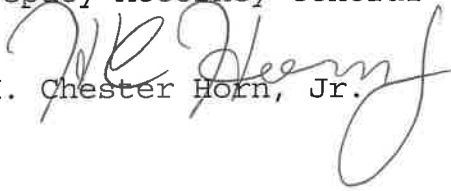
The Attorney General has concluded that the proposed transaction satisfies the statutory criteria set out in Corporations Code section 5917(a)-(i).

Thank you for your cooperation and that of your client throughout the review process.

Sincerely,

DANIEL E. LUNGREN
Attorney General
H. CHESTER HORN, JR.
Deputy Attorney General

By: H. Chester Horn, Jr.



cc: James R. Schwartz



DANIEL E. LUNGREN
Attorney General

State of California
DEPARTMENT OF JUSTICE

300 SOUTH SPRING STREET, SUITE 5212
LOS ANGELES, CA 90013
(213) 897-2000

FACSIMILE: (213) 897-7605
(213) 897-2178

April 23, 1997

George M. Reyes, Esq.
Best, Best & Krieger
400 Mission Square
3750 University Avenue
P.O. Box 1028
Riverside, CA 92502

RE: Merger of Riverside Community Hospital into Community
Healthcare Corporation

Dear Mr. Reyes:

The Attorney General hereby consents, pursuant to the provisions of Corporations Code section 6010, to the proposed merger of Riverside Community Hospital into Community Healthcare Corporation (CHC). The Attorney General also consents to the merger of Riverside Community Health Services Corporation and Riverside Community Ventures Corporation into CHC. These consents are based on the plans of merger outlined in your letter dated April 9, 1997 and are based on the representations contained in that letter and its attachments.

Sincerely,

DANIEL E. LUNGREN
Attorney General
H. CHESTER HORN, JR.
Deputy Attorney General

By: H. Chester Horn, Jr.

A handwritten signature in cursive script, appearing to read "H. Chester Horn, Jr.", written over the typed name.

cc: James R. Schwartz

RECEIVED

APR 25 1997

BEST BEST & KRIEGER

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EXHIBIT BINDER: 0026
FILED

In the office of the Secretary of State
of the State of California

AGREEMENT AND PLAN OF MERGER
OF
RIVERSIDE COMMUNITY HOSPITAL
INTO
COMMUNITY HEALTH CORPORATION

MAY 0 1 1997

Bill Jones
BILL JONES, Secretary of State

AGREEMENT AND PLAN OF MERGER entered into by RIVERSIDE COMMUNITY HOSPITAL and COMMUNITY HEALTH CORPORATION as approved by the Board of Directors, and as applicable, the members of said Corporations pursuant to Sections 6011 and 6012 of the California Corporations Code.

1. RIVERSIDE COMMUNITY HOSPITAL, a California nonprofit public benefit corporation sometimes hereinafter referred to as the "disappearing corporation," shall be merged with and into COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation sometimes hereinafter referred to as the "surviving corporation." Such merger of California nonprofit public benefit corporations is permitted under Section 6010 of the Nonprofit Corporation Law of the State of California.

2. The separate existence of RIVERSIDE COMMUNITY HOSPITAL shall cease upon the effective date of the merger in accordance with the provisions of the Nonprofit Corporation Law of the State of California.

3. COMMUNITY HEALTH CORPORATION shall continue its existence as said surviving corporation under its present name pursuant to the provisions of the Nonprofit Corporation Law of the State of California.

4. The Articles of Incorporation of the surviving corporation upon the effective date of the merger shall be the Articles of Incorporation of said surviving corporation as the same shall be restated following approval thereof by the California Attorney General and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Nonprofit Corporation Law of the State of California.

5. The bylaws of the surviving corporation upon the effective date of the merger in the State of California shall be the bylaws of said surviving corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Nonprofit Corporation Law of the State of California.

6. The directors and officers of the surviving corporation upon the effective date of the merger in the State of California shall continue to be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their directorships and offices until the election, choice and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

7. The surviving corporation has members and is the sole Corporate Member of the disappearing corporation. The merger shall be effected without any conversion of membership or any other interest in the disappearing corporation into membership and/or other interest in the surviving corporation.

8. The Board of Directors and the proper officers of the disappearing corporation and of the surviving corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things to prepare, execute, deliver, file and/or record any and all instruments, papers and documents that shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger herein provided for.

9. A copy of this Agreement and Plan of Merger has been provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger provided herein, as required by Section 6010(b) of the Nonprofit Corporation Law of the State of California.

10. The merger herein provided for shall become effective upon the filing of the Certificate of Merger by the Office of the Secretary of the State of California, and such Certificate of Merger shall not contain any provision to the contrary.

12. This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Date: April 24, 1997

COMMUNITY HEALTH CORPORATION

By: Nancy J. Bitting
NANCY BITTING, President

By: Bruce Bennett
BRUCE BENNETT, Assistant Secretary

Date: April 24, 1997

RIVERSIDE COMMUNITY HOSPITAL

By: Nancy J. Bitting
NANCY BITTING, President

By: Robert D. Jaspán
ROBERT JASPAN, M.D., Secretary

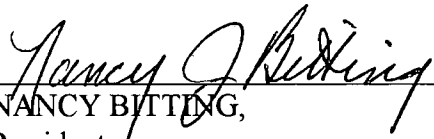
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

NANCY BITTING and BRUCE BENNETT certify that:

1. They are the President and Assistant Secretary, respectively of COMMUNITY HEALTH CORPORATION, a California Nonprofit Public Benefit Corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the required vote of the members of the Corporation.
3. There is only one class of members and the total number of members of the Corporation entitled to vote on the merger is 110.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: April 24, 1997



NANCY BITTING,
President



BRUCE BENNETT,
Assistant Secretary


**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

NANCY BITTING and ROBERT JASPAN, M.D. certify that:


1. They are the President and Secretary, respectively of RIVERSIDE COMMUNITY HOSPITAL, a California Nonprofit Public Benefit Corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the required vote of the sole Corporate Member of the Corporation.
3. There is only one class of members and the total number of members of the Corporation entitled to vote on the merger is one.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: April 24, 1997



NANCY BITTING, President



ROBERT JASPAN, M.D., Secretary

A491560

EXHIBIT B LIND 0030
in the office of the Secretary of State
of the State of California

1336823 Jun

MAY 0 1 1997

CERTIFICATE OF OWNERSHIP

Bill Jones
BILL JONES, Secretary of State

NANCY BITTING and BRUCE BENNETT certify that:

1. They are the President and Assistant Secretary, respectively, of COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation.
2. This Corporation owns all of the outstanding shares of RIVERSIDE COMMUNITY HEALTH SERVICES CORPORATION, a California corporation.
3. This Corporation owns all of the outstanding shares of RIVERSIDE COMMUNITY VENTURES CORPORATION, a California corporation.
4. The Board of Directors of this Corporation duly adopted and approved the

following resolution:

RESOLVED, that this corporation merge RIVERSIDE COMMUNITY HEALTH SERVICES CORPORATION and RIVERSIDE COMMUNITY VENTURES CORPORATION, its wholly owned subsidiaries, into itself and assume all of their obligations pursuant to Section 1110 of the California Corporations Code.

5. The Attorney General of the State of California has approved the mergers.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: February 3, 1997

Nancy Bitting

NANCY BITTING, President

Bruce Bennett

BRUCE BENNETT, Assistant Secretary

A491596

EXHIBIT BINDER-0634
FILED
The office of the Secretary of State
of the State of California

1336823

MAY 01 1997

Bill Jones
BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF

COMMUNITY HEALTH CORPORATION
A California Nonprofit Corporation

NANCY BITTING and BRUCE BENNETT certify that:

1. They are the President and Assistant Secretary, respectively, of COMMUNITY HEALTH CORPORATION, a California nonprofit corporation.
2. The Articles of Incorporation of said Corporation are amended and restated in their entirety to read as follows:

I.

NAME

The name of this Corporation is COMMUNITY HEALTH CORPORATION.

II.

PURPOSES

- A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purposes of this Corporation are to support a health care system in the County of Riverside, and surrounding areas in the State of California.
- C. In addition, the Corporation shall undertake the following activities in furtherance of the specific purposes identified above:
 1. To operate or support hospitals, sanitariums, asylums, rest or retirement homes, maternity homes, dispensaries, clinics and places and institutions for the care and treatment for the sick, afflicted and aged, and to directly or indirectly furnish and supply care, treatment, hospitalization and other services therein with or without compensation

therefor, and in connection with any of the above activities to acquire, receive and hold real and personal property of every kind and character by gift, endowment, government grant, benefit, allowance, or appropriation, devise, legacy, bequest or otherwise, and to perform any all acts necessary to realize said gifts, endowments, government grants, benefits, allowances, or appropriations, devises, legacies and bequests and to make the same available to the Corporation.

2. To accumulate, compile and distribute statistics and other data which may be to the interests of public health in its relation to hospital service.
3. To the extent permitted by law, to give and furnish courses of instruction in nursing and nursing assistance, dietetics, physical therapy, library work, laboratory and X-ray techniques and other subjects in connection with the support of a hospital or hospitals or other institutions owned, operated or supported by the Corporation, and in connection with the foregoing to establish, own, maintain, conduct, operate or support nurses homes, training schools, classrooms and quarters suitable for the furnishing of courses of instruction and the care and maintenance of students.
4. To act as Trustee under any Trusts or endowment incidental to the principal objects of the Corporation, and in connection therewith to receive, hold, administer and expend funds and real and personal property of every kind and character whatsoever subject to such trust or endowment.
5. To administer the Trust, as herein defined, in accordance with the provisions of Article III below.

D. As incidental to the main objects and purposes hereinbefore mentioned in Paragraph B and in subparagraphs 1, 2, 3, 4 and 5 of Paragraph C of this Article, the Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of the Corporation .

E. The foregoing clauses shall each be construed as purposes, objects, and powers and the matters expressed in each clause shall, except as otherwise expressly provided, be in nowise limited by reference to, or inference from, the terms of any other clause, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of the Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

III.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS FROM TRUST

A. Definitions. For purposes of this Article III, the following terms shall have the meanings indicated:

1. Trust. The assets of the Corporation as of the date of filing with the California Secretary of State hereof and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. Qualified Recipient. A California nonprofit public benefit corporation, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "code") because described in Section 501(c)(3) of the Code, or an instrumentality or agency of the State of California, the County of Riverside or the Cities of Riverside, Moreno Valley, Perris, Corona, Norco or Mira Loma.

3. Service Area. The geographic area defined by the city limits of the City of Riverside, including the following ZIP codes: 92501, 92502, 92503, 92504, 92505, 92506, 92507, 92508, 92518, 92521, 92522, 92509 and 91752.

4. Inpatient Charitable Expenditures. (i) Expenditures by the Corporation that are reasonably necessary to operate Inpatient Healthcare Programs; (ii) Inpatient Medical Care Grants or Distributions; and (iii) Expenditures by the Corporation for the purpose of purchasing medical insurance for the benefit of Medically Indigent persons residing in the Service Area.

5. Inpatient Medical Care Grant or Distribution. A grant or distribution by the Corporation to a Qualified Recipient which operates an acute care hospital duly licensed under applicable law that, by its terms, is restricted solely to (i) subsidizing or reimbursing Inpatient Healthcare within the Service Area or, (ii) funding programs that provide Inpatient Healthcare within the Service Area.

6. Inpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Hospital Acute Inpatient Medical Care.

7. Hospital Acute Inpatient Medical Care. Medical Care provided to inpatients at a general acute care hospital operated in the Service Area by a Qualified Recipient which operates an acute care hospital duly licensed under applicable law.

8. Inpatient Healthcare. (i) Hospital Acute Inpatient Medical Care or (ii) Inpatient-type Medical Care.

9. Inpatient-type Medical Care. Medical Care provided by a Qualified Recipient which operates an acute care hospital duly licensed under applicable law in the Service Area that does not constitute Hospital Acute Inpatient Medical Care, but which was historically provided by Riverside Community Hospital in a manner that constituted Hospital Acute Inpatient Medical Care.

10. Outpatient Charitable Expenditures. (i) Outpatient Medical Care Grants or Distributions, (ii) expenditures by the Corporation that are reasonably necessary to operate Outpatient Healthcare Programs and (iii) expenditures by the Corporation for the purpose of purchasing medical insurance for the benefit of Medically Indigent persons residing in the Service Area.

11. Outpatient Medical Care Grant or Distribution. A grant or distribution by the Corporation to a Qualified Recipient that, by its terms, is restricted solely to (i) subsidizing or reimbursing Outpatient Healthcare within the Service Area or, (ii) funding programs that provide Outpatient Healthcare within the Service Area.

12. Outpatient Healthcare Programs. Programs or activities directly operated or conducted by the Corporation that provide services constituting Outpatient Healthcare.

13. Outpatient Healthcare. Medical care provided on an ambulatory or outpatient basis, including diagnostic services, within the Service Area.

14. Health/Medical Education Expenditure. An expenditure, grant or distribution by the Corporation in furtherance of the purposes enumerated herein that, by its terms, is restricted solely to supporting community health education or professional medical education in the Service Area.

15. Medical Care. Medical care provided to a patient by a health care provider licensed by the State of California. Care not provided by a health care provider required to be licensed in the State of California shall not be considered "medical care" for the purposes of this Article III of these Restated Articles of Incorporation.

16. Medically Indigent. A person shall be treated as "Medically Indigent" if (i) such person establishes income not exceeding twice the federal poverty level and (ii) the medical care at issue does not qualify for reimbursement from any payor, including the Medicare or Medi-Cal programs.

17. OSHPAD Index. The net change, on a percentage basis, as of the end of each calendar year from the previous calendar year, in Total Statewide Total Gross Inpatient Revenue and Total Gross Outpatient Revenue as defined and published by the Office of Statewide Health Planning and Development of the State of California.

B. Amount of Expenditures, Grants or Distributions from Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements, and may use the Trust to (a) make Inpatient Charitable Expenditures, Inpatient Medical Grants or Distributions, Outpatient Charitable Expenditures, Outpatient Medical Care Grants or Distributions, (b) directly conduct and/or operate Inpatient Healthcare Programs, Outpatient Healthcare Programs and (c) make Health/Medical Education Expenditures, all at such times, in such manner and in such amounts (subject to paragraph 2 below) as shall be determined in the sole discretion of the Corporation's Board of Directors after taking into account operating expenses, working capital needs and reserves for contingencies in accordance with sound accounting practices, including without limitation, capital calls from any investment included within the Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Trust pursuant to this Article III shall be in the following proportions:

a. Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions: Not less than fifty-five percent (55%) of the total aggregate distributions and grants of the Corporation;

b. Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions: Not more than forty-two and one-half percent (42.5%) of the total aggregate distributions and grants of the Corporation; and

c. Health/Medical Education Grants or Distributions: Not more than two and one-half percent (2.5%) of the total aggregate distributions and grants of the Corporation.

Any grant or distribution by the Corporation to a Qualified Recipient shall be accompanied by written documentation describing the restriction on the grantee's use of funds. The Corporation shall receive the written commitment of the grantee, at the time the grant or distribution is made, that the grantee shall abide with such restrictions and provide to the Corporation such documentation as the Corporation may require regarding the manner in which the funds were used after being expended by the grantee.

3. Adjustment of Apportionment. The apportionment percentages reflected in Paragraphs 2a and 2b above for Inpatient Charitable Expenditures and Inpatient Medical Care Grants or Distributions and Outpatient Charitable Expenditures and Outpatient Medical Care Grants or Distributions, shall be adjusted proportionately, upwards or downwards, on an annual basis, by the OSHPAD Index. For example, if the OSHPAD Index reflects a 10% increase in Total Gross Inpatient Revenue and a corresponding 10% decrease in Total Gross Outpatient Revenue, the apportionment percentage in Paragraph 2a above shall be increased by 10% to 60.5% and the apportionment percentage in Paragraph 2b above shall

be decreased by 10% to 38.25%. If the OSHPAD Index is no longer published, the Corporation may make the adjustment by reference to such other similar index or measurement as is agreed to, in writing, between the Corporation and the Attorney General of the State of California.

C. Permitted Purposes of Expenditures, Distributions and Grants. The Corporation may make expenditures, distributions or grants from the Trust to fund Inpatient Charitable Expenditures, Outpatient Charitable Expenditures and to make Inpatient Medical Care Grants or Distributions, Outpatient Medical Care Grants or Distributions, or Health/Medical Education Expenditures in the proportions specified in Paragraph B2 above. Except as provided in Paragraph B1 above, no expenditures, distributions or grants to, or other transfer from the Trust for the direct or indirect purpose of benefitting any person or organization, other than pursuant to an Inpatient Charitable Expenditure, an Outpatient Charitable Expenditure, an Inpatient Medical Care Grant or Distribution, an Outpatient Medical Care Grant or Distribution, or a Health/Medical Education Expenditure, are permitted.

IV.

LIMITATION ON CORPORATE ACTIVITIES

A. The Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Notwithstanding any other provision of these articles or the bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

C. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

DEDICATION AND DISSOLUTION

The property of the Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

VI.

AMENDMENTS

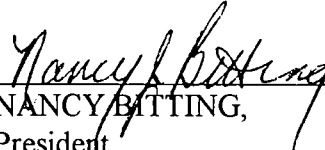
These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of both a majority of the Directors and the members and with the written approval of the California Attorney General."

1. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.


2. The foregoing amendment and restatement of Articles of Amendment has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: April 24, 1997



NANCY BITTING,
President



BRUCE BENNETT,
Assistant Secretary

0679957

EXHIBIT BINDER 0038

A492900

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF

FILED
In the office of the Secretary of State
of the State of California

JUN 2 1997

RIVERSIDE COMMUNITY HOSPITAL FOUNDATION
A California Nonprofit Corporation

Bill Jones
BILL JONES, Secretary of State

THOMAS MILLER and GEORGE REYES certify that:

1. They are the President and Secretary, respectively, of RIVERSIDE COMMUNITY HOSPITAL FOUNDATION, a California nonprofit corporation.

2. The Articles of Incorporation of said Corporation are amended and restated in their entirety to read as follows:

"I.

NAME

The name of this Corporation is RIVERSIDE COMMUNITY HEALTH FOUNDATION.

II.

ELECTION

This Corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law of 1980 not otherwise applicable to it under Part 5 thereof.

III.

PURPOSES

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purposes of this Corporation are to receive gifts, bequests, devises and contributions of every kind and nature, and to hold, use, administer and disburse the same for the benefit of COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation ("CHC"), for the furtherance of CHC's purposes; and to initiate, advise, direct and develop a program of Community Health Education in the service area of CHC.

C. In addition, the Corporation shall undertake the following activities in furtherance of the specific purposes identified above:

1. To perform such acts and undertake such programs as may be deemed necessary to encourage and coordinate the solicitation and receipt of funds and properties of every kind and nature, in order to promote, advance and effectuate the purposes of this Corporation. In no event, however, shall this Corporation usurp the functions or interfere with the operation of CHC.

2. To hold meetings, publish newsletters, use public media, and adopt such other methods of processes as may be deemed appropriate by the Board of Directors to further the purposes of this Corporation.

3. To operate exclusively for charitable and educational purposes.

4. This Corporation shall also have the right and power to sue and be sued, to make contracts, to receive property by devise or bequest, subject to the laws regulating transfer of property by Will, and otherwise to acquire and hold all property, real and personal, including shares of stock, bonds or securities of other Corporations; to act as Trustee under any Trust incidental to the principal objectives of this Corporation, and to receive, hold, administer and expend funds and property subject to such trust; to convey, exchange or transfer upon trust, or otherwise dispose of all property, real or personal; provided, however, that no part of said funds or other property or the income therefrom, shall be used either directly or by contributions for such purposes for the benefit of CHC during such time as CHC does not qualify as an exempt organization under Section 501(c)(3) of the United States Internal Revenue Code, or its Regulations as now in force.

5. To administer the Trust, New Assets and Restricted Funds, as herein defined, in accordance with the provisions of Article IV below.

D. As incidental to the main objects and purposes hereinbefore mentioned in Paragraph B and in subparagraphs 1, 2, 3, 4 and 5 of Paragraph C of this Article, the Corporation may carry on any other lawful business or do anything whatsoever the Corporation may deem proper or convenient or capable of being carried on, in connection with the foregoing, or otherwise, or which may be calculated directly or indirectly to promote the purposes of the Corporation .

E. The foregoing clauses shall each be construed as purposes, objects, and powers and the matters expressed in each clause shall, except as otherwise expressly provided, be in nowise limited by reference to, or inference from, the terms of any other clause, but shall be regarded as independent purposes, objects and powers; and the enumeration of specific purposes, objects, and powers shall not be construed to limit or restrict in any manner the meaning of the general powers of the Corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature, not expressed.

IV.

ADMINISTRATION OF GRANTS AND DISTRIBUTIONS
FROM TRUST, NEW ASSETS AND RESTRICTED FUNDS

A. Definitions. For purposes of this Article IV, the following terms shall have the meanings indicated:

1. Trust. The assets of the Corporation as of May 1, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of its assets, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

2. New Assets. Property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 (other than Restricted Funds as defined herein) and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon or derived from the investment thereof.

3. Restricted Funds. The assets held by the Corporation under the "Joan F. Sullivan Memorial Fund" and property received by gift, devise or bequest or property held in a trust of which the Corporation is trustee received or accepted by the Corporation after April 30, 1997 which expressly names Riverside Community Hospital as the beneficiary thereof, and the income derived therefrom, including specifically, without limitation, the net proceeds received by the Corporation from any sale of said property, and all income, distributions, enhancements, proceeds or appreciation thereon are derived from the investment thereof.

B. Amount of Expenditures, Grants or Distributions from Trust.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the Trust.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Trust pursuant to this Article IV shall be made in the following proportions:

a. Support of CHC and Furtherance of its Purposes. Not less than FIFTY-NINE percent (59%) of the total aggregate distributions and grants of the Corporation from the Trust shall be made in accordance with, subject to, and controlled by the provisions of Article IV of the Articles of Incorporation of CHC, as the same may be in effect and amended from time to time;

b. Community Health Education. Not less than FORTY-ONE percent (41%) of the total aggregate distributions and grants of the Corporation from the Trust shall be made to initiate, advise, direct and develop a program of Community Health Education in the service area of CHC.

C. Amount of Expenditures, Grants or Distributions From New Assets.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the New Assets.

2. Permitted Purposes of Expenditures, Distributions and Grants. The aggregate expenditures, distributions and grants made by this Corporation from the New Assets pursuant to this Article IV shall be made in furtherance of the Corporation's purposes as identified in Article III herein.

D. Amount of Expenditures, Grants or Distributions From Restricted Funds.

1. Determination of Amount. The Corporation shall have no minimum annual expenditure, distribution or grant requirements from the Restricted Funds unless the instrument(s) conveying or accompanying the conveyance of the property or assets which constitute the Restricted Funds impose a minimum annual expenditure, distribution or grant requirement.

2. Apportionment of Amount. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article IV shall be made in accordance with, subject to and controlled by the instrument(s) which convey or accompany the conveyance of the property or assets which constitute the Restricted Funds.

3. Permitted Purposes of Expenditures, Distributions and Grants From Restricted Funds. The aggregate expenditures, distributions and grants made by this Corporation from the Restricted Funds pursuant to this Article IV shall be made in accordance with the terms of the instrument(s) which convey or accompany the conveyance of the assets or property which constitute the Restricted Funds except that wherever the term "Riverside Community Hospital" is found, the term "Community Health Corporation" shall be inserted.

V.

LIMITATION ON CORPORATE ACTIVITIES

A. The Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Notwithstanding any other provision of these articles or the bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (I) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

C. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI.

MEMBERS

The authorized number and qualifications of members of this Corporation, the different classes of membership, if any, and the voting and other rights and privileges of members shall be as set forth in the Bylaws of this Corporation.

VII.

DIRECTORS

The powers of this Corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of Directors of this Corporation shall be fixed from time to time by the Bylaws of this Corporation.

VIII.

DEDICATION AND DISSOLUTION

A. The property of the Corporation is irrevocably dedicated to charitable, educational and scientific purposes and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and scientific purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. If this Corporation holds any assets in trust, such assets shall be disposed of in such manner as may be directed by Decree of the Superior Court of the County in which the Corporation has its principal office, upon petition therefore by the Attorney General, or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party.

IX.

AMENDMENTS

These Restated Articles of Incorporation may be amended, or repealed, or new Restated Articles of Incorporation may be adopted, only by the vote of both a majority of the Directors and the members and with the written approval of the California Attorney General.”

1. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.


2. The foregoing amendment and restatement of Articles of Amendment has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: May 27, 1997



THOMAS MILLER,
President



GEORGE REYES,
Secretary

A0605855

679957 SURV

**AGREEMENT AND PLAN OF MERGER
OF
COMMUNITY HEALTH CORPORATION
WITH AND INTO
RIVERSIDE COMMUNITY HEALTH FOUNDATION**

FILED
the office of the Secretary of State
of the State of California

JAN 01 2004

Kevin Shelley
KEVIN SHELLEY, Secretary of State

This AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is entered into by between COMMUNITY HEALTH CORPORATION, a California nonprofit public benefit corporation ("Disappearing Corporation"), and RIVERSIDE COMMUNITY HEALTH FOUNDATION a California nonprofit public benefit corporation ("Surviving Corporation," and together with Disappearing Corporation, "Constituent Corporations").

1. The Merger. Subject to the terms and conditions of this Merger Agreement, the Constituent Corporations agree that on the "Effective Date" (as that term is defined in Paragraph 3 hereof), Disappearing Corporation shall be merged with and into Surviving Corporation, the corporate existence of Surviving Corporation shall continue, and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of Disappearing Corporation shall be merged into and vested in Surviving Corporation and, except as otherwise provided in this Merger Agreement, the corporate identity, existence, name, purposes, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger. Except as otherwise provided in this Merger Agreement, Surviving Corporation shall be subject to all Disappearing Corporation's debts, liabilities, and trust obligations in the same manner as if Surviving Corporation had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the Constituent Corporations shall be preserved unimpaired, as long as such liens and trust obligations on the property of Disappearing Corporation, if any, shall be limited to the property affected by such liens and obligations immediately before the Effective Date.

2. Copy of Merger Agreement Provided to California Attorney General. A copy of this Merger Agreement has been provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger provided herein, as required by Section 6010(b) of the California Nonprofit Corporation Law.

3. Effective Date. Pursuant to Section 6014 of the California Nonprofit Corporation Law, when all applicable laws have been complied with and all necessary authorizations, approvals, or consents have been received, a copy of this Agreement, together with an officer's certificate of each of the Constituent Corporations, shall be submitted by Surviving Corporation to the California Secretary of State for filing. This merger shall become effective on the date the California Secretary of State files the Merger Agreement, upon its receipt of the tax clearance certificate from the California Franchise Tax Board ("Effective Date").

4. Directors and Officers. From and after the Effective Date until changed in accordance with law and Surviving Corporation's Articles of Incorporation and Bylaws, Surviving Corporation's members of the Board of Directors and officers shall be the individuals identified in Exhibit D to the Agreement and Plan of Reorganization.

5. Activities Prohibited During Merger. Between the date of this Agreement and the Effective Date or date of termination, neither Surviving Corporation nor Disappearing Corporation shall, without the prior written consent of the other, engage in any activity or transaction other than in the ordinary course of its affairs, except as contemplated by this Merger Agreement.

6. Amendment to Merger Agreement. This Merger Agreement may be amended by the respective Boards of Directors of the Constituent Corporations, except that any amendment that would change any principal term of this Merger Agreement must be approved in the same manner as this Merger Agreement.

7. Governing Law. This Merger Agreement, and any dispute arising from the relationship between the Constituent Corporations to this Agreement, shall be governed by California law.

8. Entire Agreement. This Merger Agreement constitutes the entire agreement of the Constituent Corporations, superseding any prior written or oral agreements between them on the same subject.

9. Counterparts. This Merger Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute only one agreement.

10. Further Assurances. Each of the Constituent Corporations shall, from time to time, execute and deliver any documents and instruments and take any actions desirable or necessary to vest in Surviving Corporation the title to and possession of all right, properties, assets, trusts, and business of Disappearing Corporation or otherwise to carry out the full intent and purpose of this Merger Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

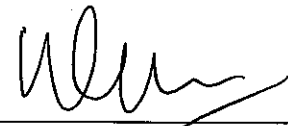
Riverside Community Health Foundation,
a California nonprofit public benefit corporation

Dated: 10-1-03



Mark T. Williams,
President

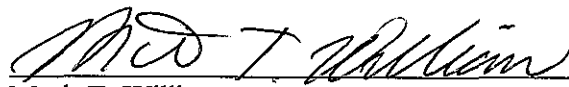
Dated: 10-1-03



Dwight M. Montgomery,
Secretary

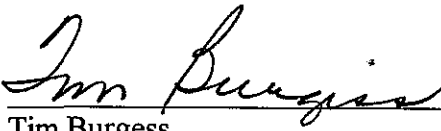
Community Health Corporation
a California nonprofit public benefit corporation

Dated: 10-1-03



Mark T. Williams,
President

Dated: 10.1.03




Tim Burgess,
Vice Chairman & Assistant Secretary

**OFFICERS' CERTIFICATE
OF
APPROVAL OF AGREEMENT OF MERGER**

MARK T. WILLIAMS and DWIGHT M. MONTGOMERY certify that:

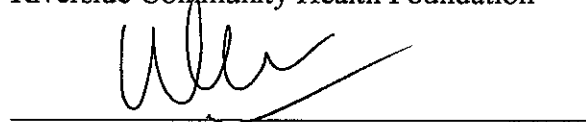
1. They are the President and the Secretary, respectively, of Riverside Community Health Foundation, a California nonprofit public benefit corporation ("Corporation").
2. The Corporation has no members.
3. The Agreement and Plan of Merger in the form attached was duly approved by the Corporation's Board of Directors and was provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger, as required by Section 6010 (b) of the California Nonprofit Corporation Law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



Mark T. Williams
President,
Riverside Community Health Foundation

Date: 10-1-03



Dwight M. Montgomery
Secretary,
Riverside Community Health Foundation

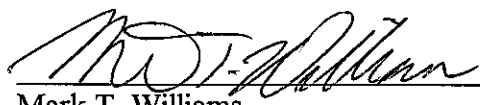
Date: 10-1-03

**OFFICERS' CERTIFICATE
OF
APPROVAL OF AGREEMENT OF MERGER**

MARK T. WILLIAMS and TIM BURGESS certify that:

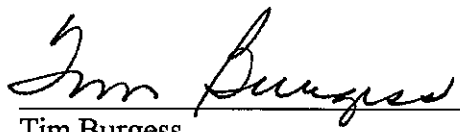
1. They are the President and the Vice Chairman, respectively, of Community Health Corporation, a California nonprofit public benefit corporation ("Corporation").
2. The Corporation has no members.
3. The Agreement and Plan of Merger in the form attached was duly approved by the Corporation's Board of Directors and was provided to the Office of the California Attorney General at least twenty (20) days prior to the consummation of the merger, as required by Section 6010 (b) of the California Nonprofit Corporation Law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



Mark T. Williams
President,
Community Health Corporation

Date: 10-1-03



Tim Burgess
Vice Chairman, & Assistant Secretary
Community Health Corporation

Date: 10.1.03



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1286
RANCHO CORDOVA CA 95741-1286

TAX CLEARANCE CERTIFICATE

November 21, 2003

EXPIRATION DATE: June 15, 2004

COMMUNITY HEALTH CORPORATION
4445 MAGNOLIA AVE
RIVERSIDE CA 92501-4135

ISSUED TO : COMMUNITY HEALTH CORPORATION
ENTITY ID : 1336823

You must file the required Secretary of State forms to dissolve, withdraw, merge, or cancel BEFORE THE EXPIRATION DATE shown on this notice. The Office of the Secretary of State is located at 1500 11th Street, Third Floor, Sacramento, California 95814-5701. You can also visit their Website: www.ss.ca.gov for more information. Your business entity remains subject to Corporation Tax Law filing requirements until all required documents are filed.

By issuing this Tax Clearance Certificate, we certify that you have paid or secured by other means, all taxes imposed on your business entity under the Corporation Tax Law.

We sent a copy of this certificate to the California Secretary of State. As stated above, you must file the required forms with the Office of the Secretary of State before the expiration date shown on this notice. Please keep this original for your records.

BY S. SEN
EXEMPT ORGANIZATION SECTION
PROCESSING SERVICES BUREAU
Telephone (916) 845-3035

COPY



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

August 13, 2004

Community Health Corporation
4445-A Magnolia Avenue
Riverside, CA 92501-4135

Taxpayer Identification Number:
33-0102655

Form: 990

Tax Period(s) Ended:

December 31, 1999

In Reply Refer To: TEGE:EO:MR

Person to Contact / ID Number:

Ford Allen / 52-03832

Contact Number:

Telephone: 410-962-2856

Fax : 410-962-0132

Certified Mail – Return Receipt Requested

Dear Sir or Madam:

We have enclosed a copy of our report of examination explaining why we propose modifying your private foundation status under section 509(a) of the Internal Revenue Code (Code).

Your exempt status under section 501(c)(3) of the Code is still in effect.

If you accept our findings, take no further action. We will issue a final letter modifying your private foundation status.

If you do not agree with our proposed modification of private foundation status, you may provide additional information that you would like considered, or you may submit a written appeal. The enclosed Publication 3498, *The Examination Process*, and Publication 892, *Exempt Organization Appeal Procedures for Unagreed Issues*, explain how to appeal an Internal Revenue Service (IRS) decision. Publication 3498 also includes information on your rights as a taxpayer and the IRS Collection process.

If you request a conference with Appeals, you must submit a written protest within 30 days from the date of this letter. An Appeals officer will review your case. The Appeals Office is independent of the Director, EO Examinations. The Appeals Office resolves most disputes informally and promptly.

You may also request that we refer this matter to the National Office for technical advice, as explained in Publication 892. If a determination letter is issued to you based on technical advice from the National Office, no further administrative appeal is available to you within the Service on the issue that was the subject of the technical advice.

31 Hopkins Plaza, Baltimore, MD 21201

Modified 3620 Letter

T/P: Community Health Corporation
EIN: 33-0102655

Page 2

If we do not hear from you within 30 days from the date of this letter, we will process your case on the basis of the recommendations shown in the report of examination. If you do not protest this proposed determination within 30 days from the date of this letter, the IRS will consider it to be a failure to exhaust your available administrative remedies. Section 7428(b)(2) of the Code provides, in part: "A declaratory judgment or decree under this section shall not be issued in any proceeding unless the Tax Court, the Claims Court, or the District Court of the United States for the District of Columbia determines that the organization involved has exhausted its administrative remedies within the Internal Revenue Service." We will then issue a final letter.

You also have the right to contact the office of the Taxpayer Advocate. Taxpayer Advocate assistance is not a substitute for established IRS procedures, such as the formal appeals process. The Taxpayer Advocate cannot reverse a legally correct tax determination, or extend the time fixed by law that you have to file a petition in a United States court. The Taxpayer Advocate can, however, see that a tax matter that may not have been resolved through normal channels gets prompt and proper handling. You may call toll-free 1-877-777-4778 and ask for Taxpayer Advocate Assistance. If you prefer, you may contact your local Taxpayer Advocate at:

Taxpayer Advocate Office
300 N. Los Angeles St., Stop 1005-LA
Los Angeles, CA 90012
(213) 894-6954

Please note that due to the short statute of limitations remaining on the above year, you will need to sign and return the attached Forms 872 within 30 days of the date of this letter to the contact person shown above to be able to request either Appeals Office action, a National Office Technical Advice, or to hold the case in suspense 90 days for you to petition the courts.

If you have any questions, please call the contact person at the telephone number shown in the heading of this letter. If you write, please provide a telephone number and the most convenient time to call if we need to contact you.

Thank you for your cooperation.

Sincerely yours,



Betty A. McClellan
Acting Director, EO Examinations

Enclosures:

Examination Report, Forms 872 & 6018
Publications 892, 1035, & 3498

Cc: Dwight M. Montgomery, Esq., POA

31 Hopkins Plaza, Baltimore, MD 21201

Modified 3620 Letter

Exempt Organizations - Report of Examination (Proposed Status Changes)

1. Form No. 990	2. Area Office Los Angeles	3. Date of Report 5/24/2004
4. Name and Address of Taxpayer Community Health Corporation 4445-A Magnolia Avenue Riverside, CA 92501-4135		5. Employer Identification No. 33-0102655
		6. Tax Period(s) Ending 199912
7. Report Preparer's Name John Wong		8. Agreement Secured Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9. Findings Discussed with (Name and Title) Dwight Montgomery,		10. Agreement Date 5/20/2004
11. Current Foundation Status Classification (Enter description and IRC reference.) 509(a)(3) supporting organization		
12. Nature of Proposed Status Change (*X* applicable line, enter IRC ref., & effective date)		
	Revocation of exemption under IRC Section 501(c)(), effective (date)	
	Modification of exempt status from IRC Section 501(c)() to 501(c)() effective (date)	
	Modification of foundation status from current classification shown in item 11 above, to a private non-operating foundation (IRC Section 509(a)), effective (date)	
	Modification of foundation status from current classification shown in item 11 above, to an operating foundation (IRC Section 4942(j)(3)), effective (date)	
	Modification of foundation status from current classification shown in item 11 above, to an organization described in IRC Section 509(a)(), effective (date)	
X	Modification of foundation status from current classification shown in item 11 above, to an organization described in IRC Section 509(a)(1) and 170(b)(1)(A)(iii), effective (date) 5/1/1997	

13. Remarks

Foundation status changed from 509(a)(3) to one described in 509(a)(1) & 170(b)(1)(A)(iii), a hospital. Organization's partnership interest includes the operation of a hospital.

14. Attachments:

Form 886-A	EXPLANATION OF ITEMS	Schedule or Exhibit No.
Name of Taxpayer Community Health Corporation		Year Ended 12/31/1999

Issue:

Should Community Health Corporation's Foundation status be changed from a supporting organization under 509(a)(3) of the Code to one described under 509(a)(1) & 170(b)(1)(A)(iii), a hospital.

Facts:

Community Health Corporation (CHC) incorporated on April 12, 1985 to own, operate, and manage a health care system, consisting of charitable hospitals and related health programs. CHC's activities were to be performed for the benefit of Riverside Community Hospital (RCH), a nonprofit corporation and recognized by the IRS as an organization exempt from tax under 501(c)(3) of the Internal Revenue Code and also recognized as a public charity hospital under Code section 509(a)(1) & 170(b)(1)(A)(iii).

CHC was the sole corporate member of RCH and recognized by the IRS as an organization exempt from tax under Code section 501(c)(3) and as a public charity supporting organization under Code section 509(a)(3).

On April 30, 1997, Columbia/HCA purchased 75% of the assets of CHC including the Riverside Community Hospital and its assets. The purchased assets were subsequently transferred to a partnership, Riverside Healthcare System LLC. The remaining 25% of CHC's assets, including the Riverside Community Hospital, were contributed to the LLC for a 25% partnership interest in the LLC. RCH (shell) then merged into CHC.

Riverside Healthcare System LLC's primary purpose was to operate the Hospital (RCH). The Operating Agreement of the LLC provides that the Manager shall use its good faith best efforts to satisfy the community benefit standard generally required of hospitals under Section 501(c)(3) of the Code.

In addition to CHC's involvement with the LLC and the Riverside Community Hospital, CHC operates the Eastside Health Clinic (opened in April of 2000) providing outpatient medical care as well as dental care. CHC also operates a mobile healthcare vehicle which provides mobile medical care to the community.

LAW:

In *Butler v. Commissioner*, 36 T.C. 1097 (1961), acq. 1962-2 C.B. 4 ("Butler"), the court examined the relationship between a partner and a partnership for purposes of determining whether the partner was entitled to a business bad debt deduction for a loan he had made to the partnership that it could not repay. In holding that the partner was entitled to the bad debt

Form 886-A	EXPLANATION OF ITEMS	Schedule or Exhibit No.
Name of Taxpayer Community Health Corporation		Year Ended 12/31/1999

deduction, the court noted that "[b]y reason of being a partner in a business, petitioner was individually engaged in business." Butler, 36 T.C. at 1106 citing Dwight A. Ward v. Commissioner, 20 T.C. 332 (1953), aff'd, 224 F.2d 547 (9th Cir. 1955).

IRC 512(c)(1) provides that if an organization to which IRC 511 applies is a member of a partnership regularly engaged in a trade or business that is an unrelated trade or business with respect to such organization, the exempt entity must include in its UBTI that portion of its share of the partnership gross income (whether or not distributed), and the deductions attributable thereto that is derived from the unrelated trade or business.

Income Tax Regulation 1.170A-9(c) defines a hospital, as described under 170(b)(1)(A)(iii), if :

- (i) It is hospital, and
- (ii) Its principal purpose of function is the providing of medical or hospital care or medical education or medical research.

The Regulation provides that a rehabilitation institution, outpatient clinic, or community mental health or drug treatment center may qualify as a "hospital" if its principal purpose or function is the providing of hospital care or medical care. For purposes of this Regulation, the term "medical care" includes the treatment of any physical or mental disability or condition, whether on an inpatient or outpatient basis, provided the cost of such treatment is deductible under section 213 by the person treated.

Government Position:

CHC's activities have been the providing of medical care delivered via hospitals. The providing of medical care by the hospital, Riverside Community Hospital, can be attributed to CHC due to the partnership interest in the LLC. CHC also provided medical care from its Eastside Health Clinic. Also, the mobile healthcare vehicle provides medical care though the "facility" is not stationary.

Conclusion:

Community Health Corporation's foundation status should be changed from 509(a)(3) to 509(a)(1) & 170(b)(1)(A)(iii).

Department of the Treasury-Internal Revenue Service
Consent to Proposed Action - Section 7428
 (All references are to the Internal Revenue Code)

Form **6018**
 (Rev. 1-2004)

(Prepare in Duplicate.)

Case Number	Name and Address of Organization Community Health Corporation 4445 A Magnolia Ave. Riverside, CA 92501-4135
Date of Latest Determination Letter May 14, 1987	
Employer Identification Number 33-0102655	
Date of Proposed Action Letter	



I consent to the proposed action relative to the above organization as shown by the box checked below. I understand that Section 7428 of the Internal Revenue Code applies to the proposed action. This consent serves to signify my present intent not to exercise the right to protest the proposed action or the right to seek a Declaratory Judgment. It does not constitute a waiver of those rights.

Nature of Proposed Action

- Denial of exemption
- Revocation of exemption, effective (date)
- Modification of exempt status from section 501(c)() to 501(c)(), effective (date)
- Classification as a private non-operating foundation (section 509(a)), effective (date)
- Classification as an operating foundation (section 4942(j)(3)), effective (date)
- Classification as an organization described in section 509(a)(), effective (date)
- Classification as an organization described in section 509(a)(1) and 170(b)(1)(A)(iii), effective (date) 5/1/97

If you agree to the proposed action, please sign and return this consent. You should keep a copy for your records.

Name of Organization
 Community Health Corporation

Signature	Title Representative	Date 5/20/04
Signature	Title	Date

Instructions for Use of this Form
 This consent is to be used only for proposed actions subject to declaratory judgment under section 7428 (i.e. actions related to qualification under section 501(c)(3) or foundation status under section 509(a)).

Signature Instructions
 This consent should be signed by hand with the name of the organization followed by the signature(s) and title(s) of the person(s) authorized to sign for it. An attorney or agent may sign provided the action is specifically authorized by a power of attorney (POA). If the POA was not previously filed, please include it with this form.

Internal Revenue Service



Department of the Treasury
1100 Commerce Street
Dallas, TX 75242

Date: September 13, 2004

Community Health Corporation
4445-A Magnolia Avenue
Riverside, CA 92501-4135

EIN: 33-0102655

CERTIFIED MAIL

Person to Contact:

Ford Allen

Badge Number:

52-03832

Contact Telephone Number:

(410) 962-2856

Contact Address:

Internal Revenue Service
TE/GE:E:EO:MR:FA
31 Hopkins Plaza, Room 1520
Baltimore, MD 21201

**Last Date for Filing a Pleading
with the Tax Court, the Claims
Court, or the United States District
Court for the District of Columbia:**

December 12, 2004

Dear Sir or Madam:

This is a final determination regarding your foundation classification. This letter modifies our letter dated May 14, 1987, in which we determined that you were an organization described in section 509(a)(3) of the Internal Revenue Code (Code). We have modified your foundation status to that of a hospital described in sections 509(a)(1) and 170(b)(1)(A)(iii) of the Code, effective for tax years beginning May 1, 1997.

Your tax exempt status under section 501(c)(3) of the Code is not affected. Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes a notice to the contrary. Because this letter could help resolve any questions about your private foundation status, please keep it with your permanent records.

If you decide to contest this determination in court, you must file a pleading seeking a declaratory judgment in the United States Tax Court, the United States Court of Federal Claims, or the United States District Court of the District of Columbia before the 91st day after the date this determination was mailed to you. Please contact the clerk of the appropriate court for rules regarding filing pleadings for declaratory judgments and

refer to the enclosed Publication 892. The last day for filing a petition for declaratory judgment in the United States Tax Court is December 12, 2004. You may write to these courts at the following addresses:

United States Tax Court
400 Second Street NW
Washington, DC 20217.

United States Court of Federal Claims
717 Madison Place, NW
Washington, D.C. 20005

United States District Court for the District of Columbia
333 Constitution Avenue
Washington, D.C. 20001

You also have the right to contact the office of the Taxpayer Advocate. However, you should first contact the person whose name and telephone number are shown above since this person can access your tax information and can help you get answers. You can call 1-877-777-4778 and ask for Taxpayer Advocate assistance. Or you can contact the Taxpayer Advocate from the site where the tax deficiency was determined by calling (410) 962-2082 or writing to:

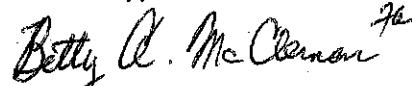
Internal Revenue Service
31 Hopkins Plaza
Baltimore, MD 21201

Taxpayer Advocate assistance cannot be used as a substitute for established IRS procedures, formal appeals processes, etc. The Taxpayer Advocate is not able to reverse legal or technically correct tax determinations, nor extend the time fixed by law that you have to file a petition in the United States Tax Court. The Taxpayer Advocate can, however, see that a tax matter that may not have been resolved through normal channels gets prompt and proper handling.

If you have any questions, please call the contact person at the telephone number shown in the heading of this letter. If you write, please provide a telephone number and the most convenient time to call if we need to contact you.

Thank you for your cooperation.

Sincerely,



Betty A. McClernan
Acting Director, EO Examinations

Enclosure: Publication 892

cc: Dwight M. Montgomery, Esq., POA

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: MAR 05 2008

RIVERSIDE COMMUNITY HEALTH FOUNDATION
4445-A MANGOLIA AVE
RIVERSIDE CA 92501-4135

Employer Identification Number:
23-7276444

Person to Contact - ID#:
Jacob A. McDonald - 31-08661

Contact Telephone Number:
877-829-5500 Phone

Public Charity Status:
509(a)(1) and 170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated February 2002 stated that you were exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code and classified as a public charity under section 509(a)(3) of the Code.

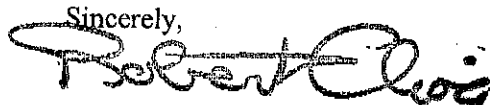
Based on the information you submitted, we have modified your public charity status to the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, 800-829-3676. Information is also available on our Internet Web Site at www.irs.gov.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

If you have any questions, please call our toll free number shown in the heading of this letter.

Sincerely,


Robert Choi
Director, Exempt Organizations
Rulings and Agreements

XAVIER BECERRA
Attorney General

EXHIBIT BINDER: 0033



State of California
DEPARTMENT OF JUSTICE

300 SOUTH SPRING STREET, SUITE 1702
LOS ANGELES, CA 90013

Public: (213) 269-6000
Telephone: (213) 269-6562
Facsimile: (213) 897-7605
E-Mail: taniamibanez@doj.ca.gov

January 9, 2019

Sent by Internet and U.S. Mail

John O. Chesley, Esq.
ROPES & GRAY LLP
Three Embarcadero Center
San Francisco, CA 94111-4006

RE: Proposed Sale of Parkview Community Hospital Medical Center to AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC

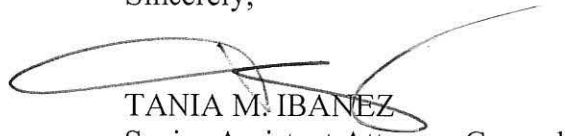
Dear Mr. Chesley:

Pursuant to Corporations Code section 5914 et seq., the Attorney General hereby conditionally consents to the Asset Purchase Agreement dated July 19, 2018, by and between Parkview Community Hospital Medical Center, a California nonprofit public benefit corporation, AHMC Healthcare Inc., a California corporation, and Parkview Community Hospital Foundation, a California nonprofit public benefit corporation, and the Assignment and Assumption of Asset Purchase Agreement dated October 24, 2018 by and between AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC, a California limited liability company.

Corporations Code section 5917, and California Code of Regulations, title 11, section 999.5, subdivision (f), set forth factors that the Attorney General shall consider in determining whether to consent to a proposed transaction between a nonprofit corporation and another nonprofit corporation. The Attorney General has considered such factors and consents to the proposed transaction subject to the attached conditions that are incorporated by reference herein.

Thank you for your cooperation throughout the review process.

Sincerely,


TANIA M. IBANEZ
Senior Assistant Attorney General

For XAVIER BECERRA
Attorney General

January 9, 2019

Page 2

Enclosures

Cc: Maan-Huei Hung, Esq.

Attorney General's Conditions to the Proposed Sale of Parkview Community Hospital Medical Center and Approval of the Asset Purchase Agreement by and between Parkview Community Hospital Medical Center and AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC.

I.

These Conditions shall be legally binding on the following entities: Parkview Community Hospital Medical Center, a California nonprofit public benefit corporation, Parkview Community Hospital Foundation, a California nonprofit public benefit corporation, AHMC Healthcare, Inc., AHMC Healthcare LP, Doctors Hospital of Riverside LLC, AHMC, Inc., any other subsidiary, parent, general partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of the Hospital or the real property on which the Hospital¹ is located, any and all current and future owners, lessees, licensees, or operators of the Hospital, and any and all current and future lessees and owners of the real property on which the Hospital is located.

II.

The transaction approved by the Attorney General consists of the Asset Purchase Agreement by and between Parkview Community Hospital Medical Center, Parkview Community Hospital Foundation, and AHMC Healthcare, Inc. dated July 19, 2018, the Assignment and Assumption of Asset Purchase Agreement by and between AHMC Healthcare Inc. and Doctors Hospital of Riverside LLC dated October 24, 2018, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Asset Purchase Agreement.

All the entities listed in Condition I shall fulfill the terms of these agreements or documents including, but not limited to, any exhibits, attachments, or schedules to the Asset Purchase Agreement and shall notify the Attorney General and obtain the Attorney General's approval in writing of any proposed modification or rescission of any of the terms of the Asset Purchase Agreement or the Assignment and Assumption of Asset Purchase Agreement or any agreements or documents referenced in or attached thereto as an exhibit, attachment, or schedule. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5917 and obtain the Attorney General's approval.

¹ Throughout this document, the term "Hospital" shall mean the 193 licensed-bed general acute care hospital licensed as "Parkview Community Hospital Medical Center" and located at 3865 Jackson Street, Riverside, California, 92503-3919., and any other clinics, laboratories, units, services, or beds included on the license issued to Parkview Community Hospital Medical Center by the California Department of Public Health, effective July 7, 2018, unless otherwise indicated.

III.

For ten years from the closing date of the Asset Purchase Agreement, all the parties listed in Condition I, shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- (a) Sell, transfer, lease, exchange, option, convey, or otherwise dispose of the Hospital; or
- (b) Transfer control, responsibility, or governance of the Hospital. The substitution or addition of a new corporate member or members of any of the parties listed in Condition I that transfers the control of, responsibility for, or governance of the Hospital shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of any of the parties listed in Condition I or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of any of the parties listed in Condition I shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Affiliation Agreement, the Hospital shall be operated and maintained as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide 24-hour emergency medical services at current² licensure and designation with the same types and/or levels of services as currently provided, including the following:

- a) 14 Emergency Treatment Stations until completion of the new Emergency Department expansion (expected in 2019);
- b) 28 Emergency Treatment Stations once the Emergency Department expansion is completed; and

V.

The Hospital's new Emergency Department expansion from 14 to 28 Emergency Treatment Stations will be completed by May 31, 2019.

VI.

For five years from the closing date of the Asset Purchase Agreement, the Hospital shall maintain and provide the following medical services at current licensure, certification, and designation with the current types and/or levels of services:

- a) Perinatal services, including a minimum of 28 licensed perinatal beds;
- b) Intensive care services, including a minimum of 13 intensive care beds; and

² The term "current" or "currently" throughout this document means as of July 7, 2018.

- c) Intensive Care Newborn Nursery services, including a minimum of 12 licensed neonatal intensive care beds; and
- d) Certification as a Primary Stroke Center;

None of the above-listed licensed-bed capacity or services shall be placed in voluntary suspension, and the Hospital's license will not be surrendered for any of these beds or services.

VII.

For at least five years from the Closing Date of the Asset Purchase Agreement, the Hospital shall maintain currently provided women's healthcare services at current licensure and designation with the current types and/or levels of services including mammography services.

VIII.

For five years from the closing date of the Asset Purchase Agreement AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall:

- a) Be certified to participate in the Medi-Cal program at the Hospital;
- b) Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and/or levels of emergency and non-emergency services at the Hospital to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated by either party for cause or not extended or renewed by a Medi-Cal Managed Care Plan on its own initiative without cause:
 - 1. Commercial Plan: Molina Healthcare, or its successor; and
 - 2. Local Initiative Plan: Inland Empire Health Plan, or its successor.
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and/or levels of emergency and non-emergency services at the Hospital to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these conditions.

IX.

For five years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., Doctors Hospital of Riverside LLC shall maintain all contracts, including any successor or replacement contracts and any amendments and exhibits thereto, with the City of Riverside and the County of Riverside or their subdivision, departments, or agencies for services at the Hospital including the following:

- a. Laboratory Testing Services Agreement between the County of Riverside CHS/DPH Laboratory and the Hospital;

- b. Hospital Preparedness Program Agreement between the County of Riverside and the Hospital for disaster preparedness;
- c. Primary Stroke Center Designation Agreement between the County of Riverside and the Hospital;
- d. Intra-County Plan of Cooperation between Riverside County Department of Child Support Services and the Hospital to coordinate Title IV-D program services including the location of absent parents, determination of paternity and establishment and enforcement of child support obligations; and
- e. Riverside County Exclusive Provider Organization Hospital Agreement between the County of Riverside and the Hospital to participate in the County's Exclusive Provider Organization.

X.

AHMC Healthcare Inc., AHMC Healthcare LP and AHMC Inc. and Doctors Hospital of Riverside LLC shall commit the necessary investments at the Hospital required to meet and maintain Office of Statewide Health Planning Development (OSHPD) seismic compliance requirements until January 1, 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, §§129675-130070) and as such Acts may be subsequently amended, modified, or replaced.

XI.

AHMC Healthcare Inc., AHMC Healthcare LP, AHMC Inc. and Doctors Hospital of Riverside LLC must comply with the \$25 million "Capital Investment" commitment set forth in section 8.1 of the Asset Purchase Agreement.

XII.

AHMC Healthcare Inc., AHMC Healthcare LP, AHMC Inc., and Doctors Hospital of Riverside LLC must comply with the \$10 million commitment set forth in 2.5(g), Schedule 2.5(g) and Exhibit 9.9 entitled Donation Agreement. These contributions shall be used by Parkview Community Hospital Foundation, or its successor, to fund grants to other nonprofit organizations or sponsor government programs that promote health and wellness initiatives to benefit residents of the Hospital's service area. The Hospital's service area is defined as Zip Codes 91752, 92501, 92503-92509, 92518, 92521, 92551, 92553, 92555, 92557, 92570, 92571, 92860, and 92879-92882.

XIII.

For six fiscal years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC shall provide an annual amount of Charity Care at the Hospital equal to or greater than \$948,586 (the Minimum Charity Care Amount.) For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred in connection with the operation and provision of services at the Hospital. The definition and methodology for calculating "charity care" and the methodology for calculating

“costs” shall be the same as that used by OSHPD for annual hospital reporting purposes. Charity care which entails free medical care services shall be provided by Doctors Hospital of Riverside LLC to patients who are uninsured, ineligible for governmental or other insurance coverage and who have family incomes not in excess of 250 percent of the Federal Poverty level. Partial Charity Care shall be provided to patients who have family incomes in excess of 250 percent but not to exceed 350 percent of the Federal Poverty level. A sliding scale discount for financially qualified patients shall be provided to individuals or family income from 251 to 500 percent of the Federal Poverty level. AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC shall use and maintain a charity care policy that is not less favorable than AHMC Healthcare Inc.’s Charity Care Policy effective on January 1, 2007 and revised on January 1, 2015 and in compliance with California and Federal law.

AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC’s obligation under this Condition shall be prorated on a daily basis if the closing date of the other than the first date of their fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: December 2017=100 (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of charity care provided at the Hospital for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, AHMC Healthcare LP, AHMC Healthcare Inc., AHMC Inc. and Doctors Hospital of Riverside LLC’s shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in the Hospital’s service area as defined in Condition XII.

XIV.

Within 60 days from the Closing date of the transaction, AHMC Healthcare LP, AHMC Healthcare Inc., and Doctors Hospital of Riverside LLC shall take the following steps to ensure that patients at the Hospital are informed about the Hospital’s Financial Assistance Policy.

- a. A copy of the Financial Assistance Policy and the plain language summary of the Financial Assistance Policy must be posted in a prominent location in the emergency room, admissions area, and any other location in the Hospital where there is a high volume of patient traffic, including waiting rooms, billing offices, and hospital outpatient service settings. These notices shall be posted in English and Spanish.
- b. A copy of the Financial Assistance Policy, the Application for Financial Assistance, and the plain language summary of the Financial Assistance Policy must be posted in a prominent place on the Hospital’s website.
- c. If requested by a patient, a copy of the Financial Assistance Policy, Application for Financial Assistance, and the plain language summary must be sent by mail at no cost to the patient.

- d. On an annual basis, the Hospital will place an advertisement regarding the availability of financial assistance at the Hospital, or issue a Press Release to widely publicize the availability of the Financial Assistance Policy to the community served by the Hospital.
- e. The Hospital will work with community-based organizations, including but not limited to community clinics and other health care providers, to notify members of the community (especially those who are most likely to require financial assistance) about the availability of financial assistance at the Hospital.
- f. All staff that interacts with patients and their families concerning payment of services shall be given annual training to make patients and their families aware of and informed of the Hospital's Financial Assistance Policy.

XV.

For six fiscal years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall provide an annual amount of Community Benefit Services at the Hospital equal to or greater than \$757,436 (the "Minimum Community Benefit Services Amount").

For six fiscal years the Hospital will continue to support Childbirth and Family Education. The planning of, and any subsequent changes to, the community benefit services provided at the Hospital shall require consultation with the Hospital's Community Board.

AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC obligation under this Condition shall be prorated on a daily basis if the closing date of the Asset Purchase Agreement is a date other than the first day of Hospital's fiscal year.

AHMC Healthcare, Inc. and Doctors Hospital of Riverside LLC shall provide annual reports to the Attorney General for six fiscal years detailing the community benefits provided at the Hospital.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: December 2017=100 (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at the Hospital for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, AHMC Healthcare LP, AHMC Healthcare, Inc., AHMC Inc. and Doctors Hospital of Riverside LLC shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in the Hospital's service area as defined in Condition XII.. Such payment(s) shall be made within six months following the end of such fiscal year.

XVI.

For ten years from the closing date of the Asset Purchase Agreement, the Hospital shall have a Community Board. The Hospital shall seek to appoint members to the Community Board that have the skill mix, career and educational background to ensure full compliance with the Attorney General's conditions and to ensure effective operation of the Hospital. AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall endeavor to select members to the Community Board who also reflect the diversity of the communities served by the Hospital, including diversity based on race, gender, ethnic background, sexual orientation, age, religion, culture, veteran's status, and disability status. The members of the Hospital's Community Board shall include the Hospital's chief executive officer, a minimum of three medical staff members, the Chief of Staff, at least one member from a local healthcare advocacy or community group, and community representatives from the Hospital's service area as defined in Condition XII.. AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall consult with the Hospital's Community Board prior to making any changes to medical services, community benefit programs, and the Financial Assistance and collection policies at the Hospital. The Community Board will be responsible for medical staff credentialing, quality assurance and accreditation of the Hospital. The Community Board shall be provided with directors and officers' liability insurance coverage. Consultation with the Hospital's Community Board shall occur at least thirty days prior to the effective date of such changes or actions unless done so on an emergency basis. The Hospital's Community Board's review and approval is required of all reports submitted to the Attorney General regarding compliance with these Conditions.

XVII.

For five years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall ensure the cultural opportunities and community activities at the Hospital including, but not limited to, the following:

- a. Continued support of the Hospital's African American Advisory Board and provide outreach programs supporting health and social issues germane to the African American community served by the Hospital;
- b. Continued support of an Asian American Advisory Board, and provide outreach programs to support health and social issues germane to the Asian American community served by the Hospital;
- c. Continued support of the Hospital's Latino Advisory Board. Continued support of the Latino Outreach Program to interface with Latino organizations and coordinate outreach programs to support health and social issues germane to the Latin American community served by the Hospital. The Hospital will continue to provide programs in Spanish and will also translate brochures, materials and parts of the Website into Spanish.
- e. Continue to provide available community space for the Latina Women's Conference; NAACP board meetings, youth meetings, and annual meetings; and Delta Sigma Theta monthly and annual meetings; and

f. Provide free weekly Tai Chi classes and other health fitness programs benefitting both the employees and the community served by the Hospital.

XVIII.

Within ninety days of the closing date of the Asset Purchase Agreement, Parkview Community Hospital Foundation (Parkview Foundation) shall amend its Articles of Incorporation, to change the specific purpose of Parkview Foundation from that of supporting the Hospital to promoting healthcare services through grant-making or through the provision of direct health and social wellness programs. Parkview Foundation will change the Articles of Incorporation as follows:

SECOND: The purposes for which this corporation is formed are:

(a) Parkview Foundation will fund, support or provide healthcare programs to benefit residents of the Hospital's service area defined as Zip Codes 91752, 92501, 92503-92509, 92518, 92521, 92551, 92553, 92555, 92557, 92570, 92571, 92860, and 92879-92882.

(b) Parkview Foundation will support healthcare services through grant-making to other nonprofit organizations, and/or grant-making to government sponsored programs and/or through the provision of direct programs. In a manner that complies with all applicable Internal Revenue Service rules, regulations and guidelines, Parkview Foundation may also provide direct grants to fund healthcare related expenses incurred by financially needy individuals facing high medical expenses residing in the Service Area.

(c) For the benefit of residents within the Service Area, Parkview Foundation will use the net proceeds from the sale of Parkview Community Hospital Medical Center to fund, support or directly provide programs or services that address the social determinants of health within the Service Area, including but not limited to the following: healthcare services, grants for needy individuals, homeless services, mental and physical health screening programs, prevention and treatment of obesity, respiratory illness, diabetes, tobacco cessation, behavioral health, alcohol and substance abuse, child and family wellness services, eldercare services, and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness in the community across all ages.

Within ninety days of the closing date of the Asset Purchase Agreement, Parkview Foundation shall amend its Bylaws to change the specific purpose of Parkview Foundation from that of supporting the Hospital to promoting healthcare services through grant-making or through the provision of direct health and social wellness programs. The Bylaws, Article I, Section 2, shall be amended as follows:

(a) Parkview Foundation will fund, support or provide healthcare programs to benefit residents of the Hospital's service area defined as Zip Codes 91752, 92501, 92503-92509, 92518, 92521, 92551, 92553, 92555, 92557, 92570, 92571, 92860, and 92879-92882.

(b) Parkview Foundation will support healthcare services through grant-making to other nonprofit organizations, and/or grant-making to government sponsored programs and/or through the provision of direct programs. In a manner that complies with all applicable Internal Revenue Service rules, regulations and guidelines, Parkview Foundation may also provide direct grants to fund healthcare related expenses incurred by financially needy individuals facing high medical expenses residing in the Service Area.

(c) For the benefit of residents within the Service Area, Parkview Foundation will use the net proceeds from the sale of Parkview Community Hospital Medical Center to fund, support or directly provide programs or services that address the social determinants of health within the Service Area including but not limited to the following: healthcare services, grants for needy individuals, homeless services, mental and physical health screening programs, prevention and treatment of obesity, respiratory illness, diabetes, tobacco cessation, behavioral health, alcohol and substance abuse, child and family wellness services, eldercare services, and wellness services to promote opportunities for socialization and physical activity for senior citizens, persons with disabilities and persons suffering from chronic illness in the community across all ages.

Copies of Parkview Foundation's Amended Bylaws and Articles of Incorporation shall be provided to the Attorney General within 120 days from the closing date of the Asset Purchase Agreement. For ten fiscal years, no later than four months after the conclusion of each fiscal year, Parkview Foundation shall provide an annual report to the Attorney General's Office providing information about the grants and programs funded that year. The Chief Executive Officer or President of Parkview Foundation shall certify that the annual report is true, accurate, and complete and provide documentation of the review and approval of the report by the Board of Directors of Parkview Foundation.

XIX.

AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall maintain privileges for current medical staff at the Hospital who are in good standing as of the closing date of the Asset Purchase Agreement. Further, the closing of the Asset Purchase Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at the Hospital.

XX.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at the Hospital. This prohibition must be explicitly set forth in Doctors Hospital of Riverside LLC's written policies, adhered to, and strictly enforced.

XXI.

For ten years from the closing date of the Asset Purchase Agreement, AHMC Healthcare, Inc., and Doctors Hospital of Riverside LLC shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with

each Condition set forth herein. The Chief Executive Officer of Doctors Hospital of Riverside LLC and the Chief Executive Officer or President of the Community Advisory Board, shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by the Board of Directors of the Hospital's Community Board.

XXII.

At the request of the Attorney General, all the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XXIII.

Once the Asset Purchase Agreement is closed, all the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Impact Statements for 2020 Annual Report

COMMUNITY WELLNESS

The Community Wellness team hosts a variety of programs, seminars, and events to improve chronic disease management and prevention, encourage a healthy lifestyle, and increase the community's knowledge of health-related topics through education and outreach.

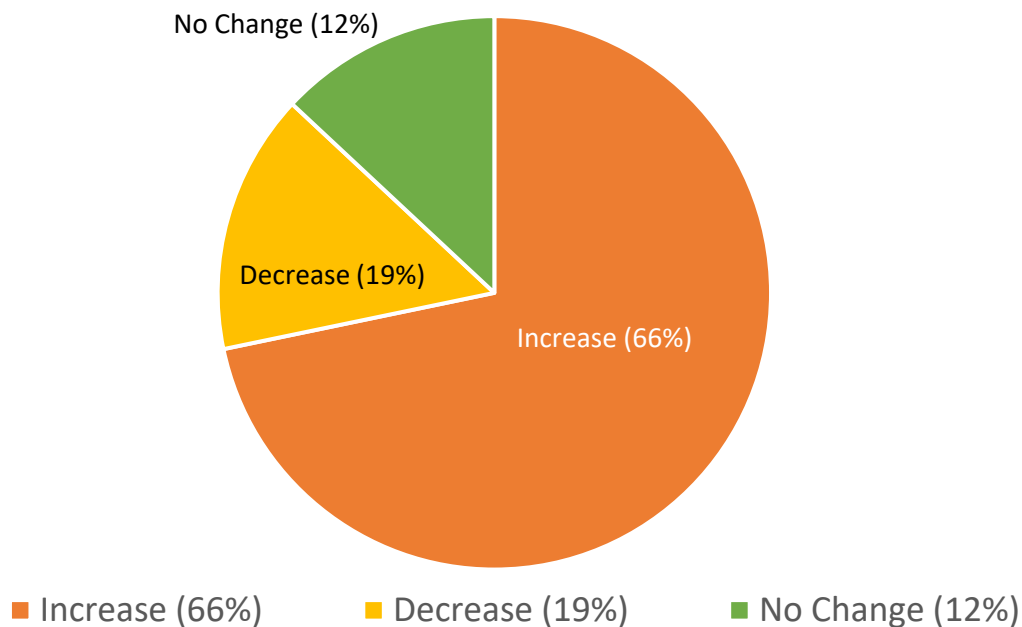
In 2020, Community Wellness recorded over 27,626 encounters with individuals in the community. Nearly half of those (46%) made via the team's physical education classes. Health education and senior health education classes were also common sources of outreach, accounting for 21% and 18% of encounters, respectively.

Educating Chronic Disease Prevention and Management

In 2020, the Heart Healthy Seminar, the annual November Diabetes Seminar, and the Control Your Blood Pressure Seminar have the common goal of educating the community in the prevention and management of chronic disease, like diabetes and cardiovascular disease. RCHF also provides the National Diabetes Prevention Program (NDPP), a program that focuses on combating prediabetes and reducing the prevalence of diabetes by helping participants change their lifestyle.

Approximately two-thirds (66%) of participants in our chronic disease education seminars this year increased their knowledge of chronic disease prevention and management.

Change in Knowledge of Chronic Disease Prevention and Management among Participants



Participants also found the seminars useful.

- 98% of participants in the seminars indicated that they were at least somewhat likely to use what they learned. Seventy-one percent (71%) indicated that they were “very likely” to use the information they learned during the seminars.
- 59% of participants rated the seminars as “Excellent”.

Practicing a Healthy Lifestyle

The National Diabetes Prevention Program (NDPP), My Hair, My Health, and physical activity classes, such as Tai Chi, Zumba Strong, U-Jam, and Aqua Zumba, seek to help participants improve their health make healthy lifestyle changes.

- 82% of those participating in Community Wellness physical activity classes indicated that the classes helped them improve their health “a lot”. The remaining 18% said the classes helped “some”.
- Of the 26 individuals that completed NDPP, 51% of participants completing the NDPP program on diabetes reduced their body weight by at least 5%.
- Nearly three-quarters (74%) of participants completing NDPP were physically active at least 150 minutes a week.
- Attendees of the My Hair, My Health virtual conference increased the number of healthy meals they ate each week and the number of days each week they were physically active for at least 30 minutes.

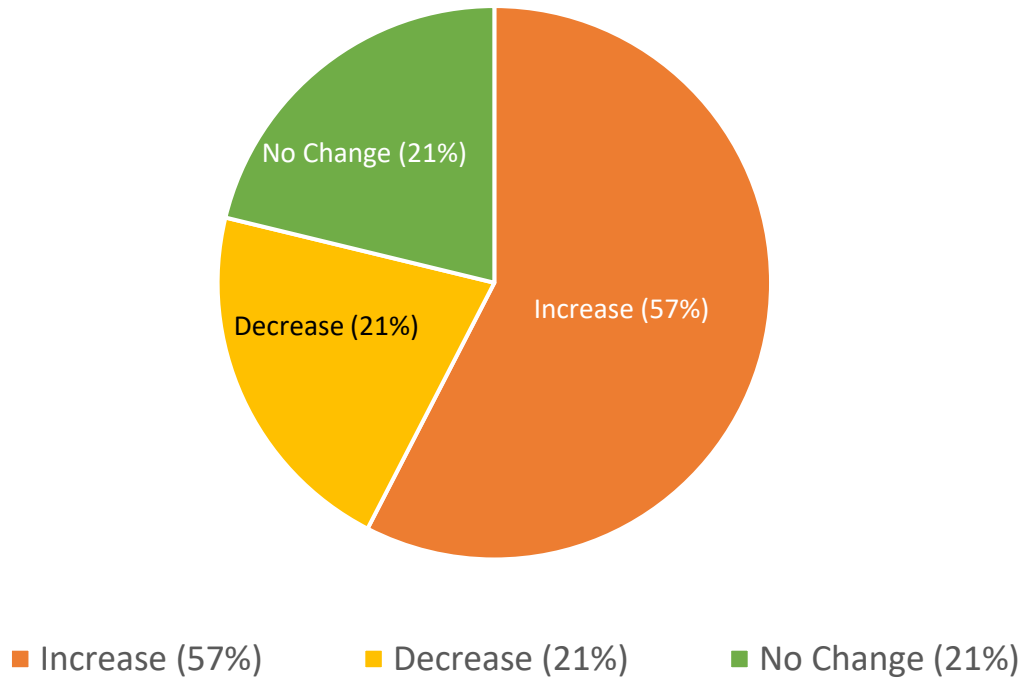
Improving Infant and Maternal Health

In 2020, the Community Wellness Program began a doula program for pregnant mothers and a doula training program to prepare individuals to be more effective doulas.

- All (100%) attendees of the doula training gained a better understanding of how to be a more effective doula, including maternity care during the COVID-19 pandemic and knowledge of community resources for mothers.
- 75% of attendees of the doula training strongly agreed that completing the training gave them a better understanding of how cultural competency and humility relate to working as a doula.
- Nearly all mothers participating in the Doula Access Program (96%) had a post-partum check-up, which is higher than the 90% recorded nationally by the CDC.
- Only 3.4% of babies born to mothers participating in the Doula Access Program were born prematurely (before 37 weeks), compared to the national average of 11.7%. Of the 2 mothers in the program that gave birth in 2020, only one had a baby born before 37 weeks gestation.
- The percentage of low birthweight babies (below 2500 grams or 5.51lbs) born to mothers in the Doula Access Program in 2020 was also well below the national average – 3.4% compared to 8.3% nationwide. One out of 29 mothers completing the program in 2020 had a baby born at 5.2 pounds.
- 89% of mothers participating in the Doula Access Program agreed or strongly agreed that having a doula increased their satisfaction with the labor and delivery process.
- 86% of mothers participating in the Doula Access Program agreed strongly agreed that having a doula increased their sense of control during the birthing process.

The Community Wellness Program also continued its Maternal Wellness Retreat that educates mothers about available resources, provides young mothers with the tools to cope with the COVID-19 pandemic, helps them develop a personal self-care plan, and teaches mothers to identify mental health concerns. Results from our evaluation of these activities indicated that they had a positive impact, with 57% of Maternal Wellness Retreat attendees improving their understanding of maternal wellness issues.

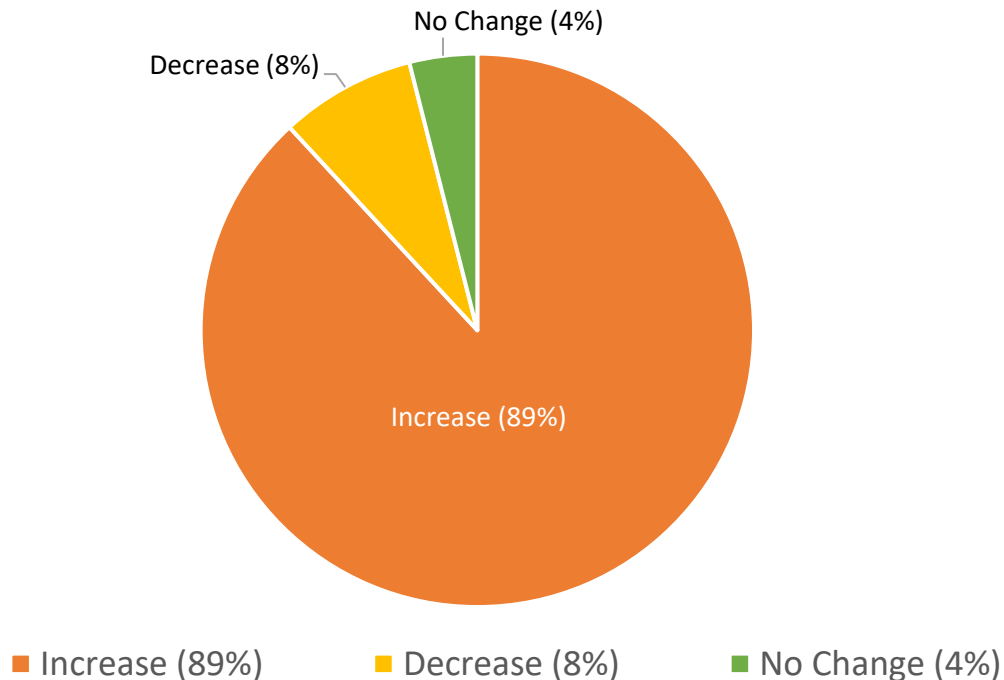
Change in Knowledge of Maternal Wellness among Participants



Increasing Community Members' Knowledge of Behavioral Health

Two educational seminars – one covering stress management, the other addressing depression – addressed issues related to mental and emotional health. Eighty-nine percent (89%) of participants to these seminars increased their knowledge of mental health issues.

Change in Knowledge of Mental Health Issues among Participants



- 97% of participants indicated that they were at least somewhat likely to use the information they learned at the seminars.
- 90% of attendees of the stress management seminar agreed that what they learned will help them identify and help someone with anxiety.
- 62% of participants of the seminars rated them as “Excellent”.

COMMUNITY EMPOWERMENT

Through its Eastside HEAL Zone initiative, conferences, clinic services, and health education classes, the Community Empowerment team aims to increase resident engagement and leadership and improve health knowledge.

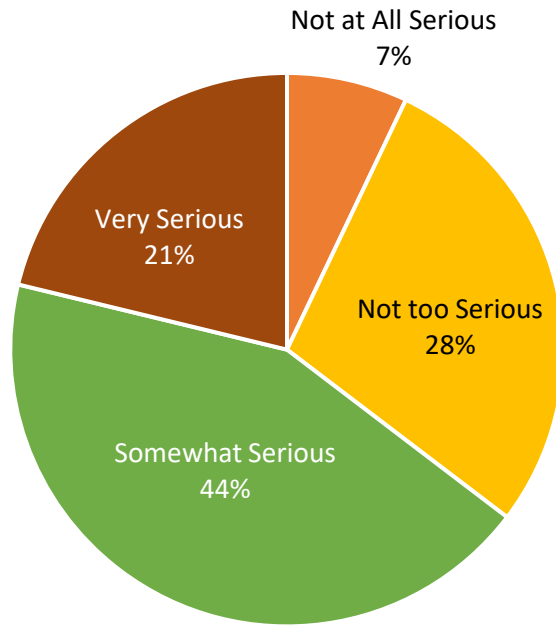
In 2020, the Community Empowerment team recorded over 13,800 encounters with participants and residents in the community. Over half (52%) of these encounters were made through Community Empowerment’s health education classes, followed by clinic services (36%).

HEAL Zone

Since 2017, Eastside HEAL Zone has asked residents about their attitudes toward Patterson Park, including perceptions of safety and their use of the park. The first Eastside resident survey was conducted in 2017 before major park and neighborhood improvement initiatives were undertaken by HEAL Zone. In 2020, 84 residents completed the survey.

Results from this year’s survey showed that 65% of residents believe that crime is a “somewhat serious” or “very serious” problem at Patterson Park.

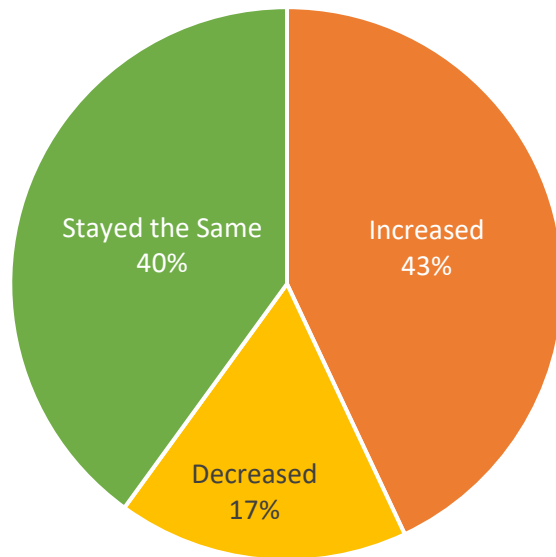
How Serious is the Overall Level of Crime at Patterson Park?



■ Not at All Serious ■ Not too Serious ■ Somewhat Serious ■ Very Serious

Even so, 43% of residents surveyed believed that crime and quality of life issues at or around the park have declined in the past year. Residents reported that garbage dumping, assaults, drug-dealing and use, sexuality activity/prostitution, vandalism, graffiti, fighting, and drinking were down this year compared to 2017.

Has the Level of Crime and/or Quality of Life Issues at Patterson Park Increased, Decreased, or Stayed the Same?



■ Increased ■ Decreased ■ Stayed the Same

Use of the park has also increased. Three-quarters (75%) of residents indicated that they use the park at least once a month, compared to 64% in 2017. Over two thirds of residents surveyed (68%) indicated that they participate in activities at the park at least once a month, but a majority (56%) would like to see more activities at the park.

F.A.C.T.S. (Teen Health)

The Fueling Adolescent Communities with Trust and Strategies (F.A.C.T.S.) program provided education presentations and conferences to teens through the Best SELFie Conference virtually and presentations in Riverside-area high schools on sexually-transmitted infections, healthy relationships, drugs, and reproductive health.

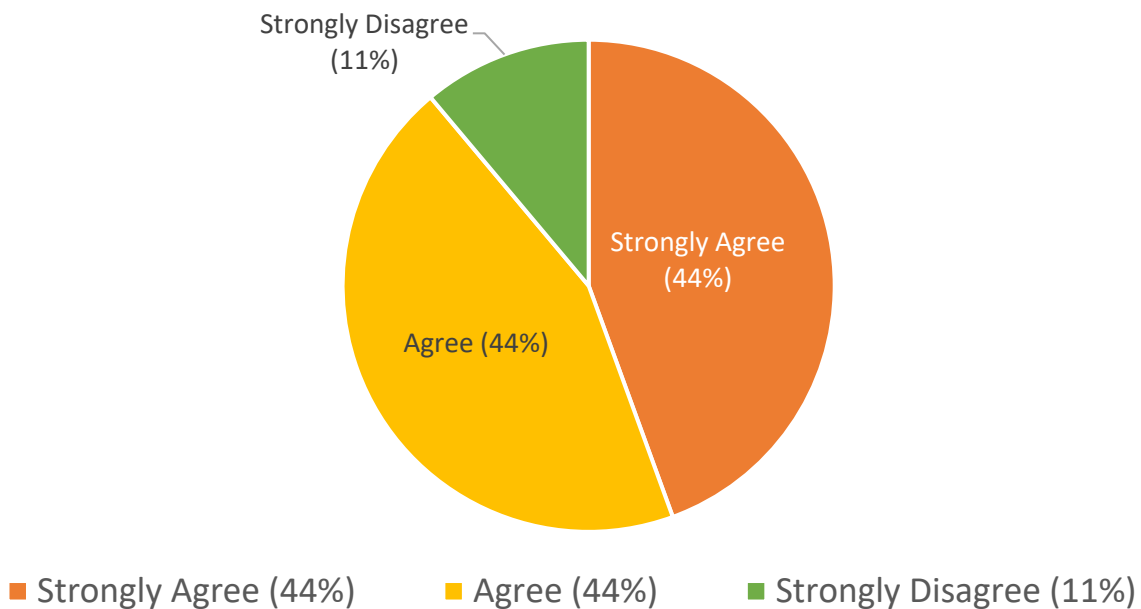
Best SELFie Conference

On November 5th, we held our first ever virtual BestSELFie conference to 24 youth. The annual conference, designed for women ages 14-19, aims to “Empower young womxn’s self-exploration journey’s by providing [them] with the tools and resources to expand [their] personal and professional success.”

Attendees enjoyed the virtual conference. One youth remarked, “Since it was online, I was able to attend and not feel rushed in heading to another location.” Another, commenting on the topics addressed at the conference remarked, “I loved ever thing with these meetings. they were inspirational, encouraging and helpful. I loved the little videos we had access to like the Dancing one and the hair products those were fun and very helpful.”

Overall, 89% of attendees agreed or strongly agreed that they learned something new about resources available to them in the community. Eighty-eight percent (88%) also believed that the conference will help them make better decisions about their future.

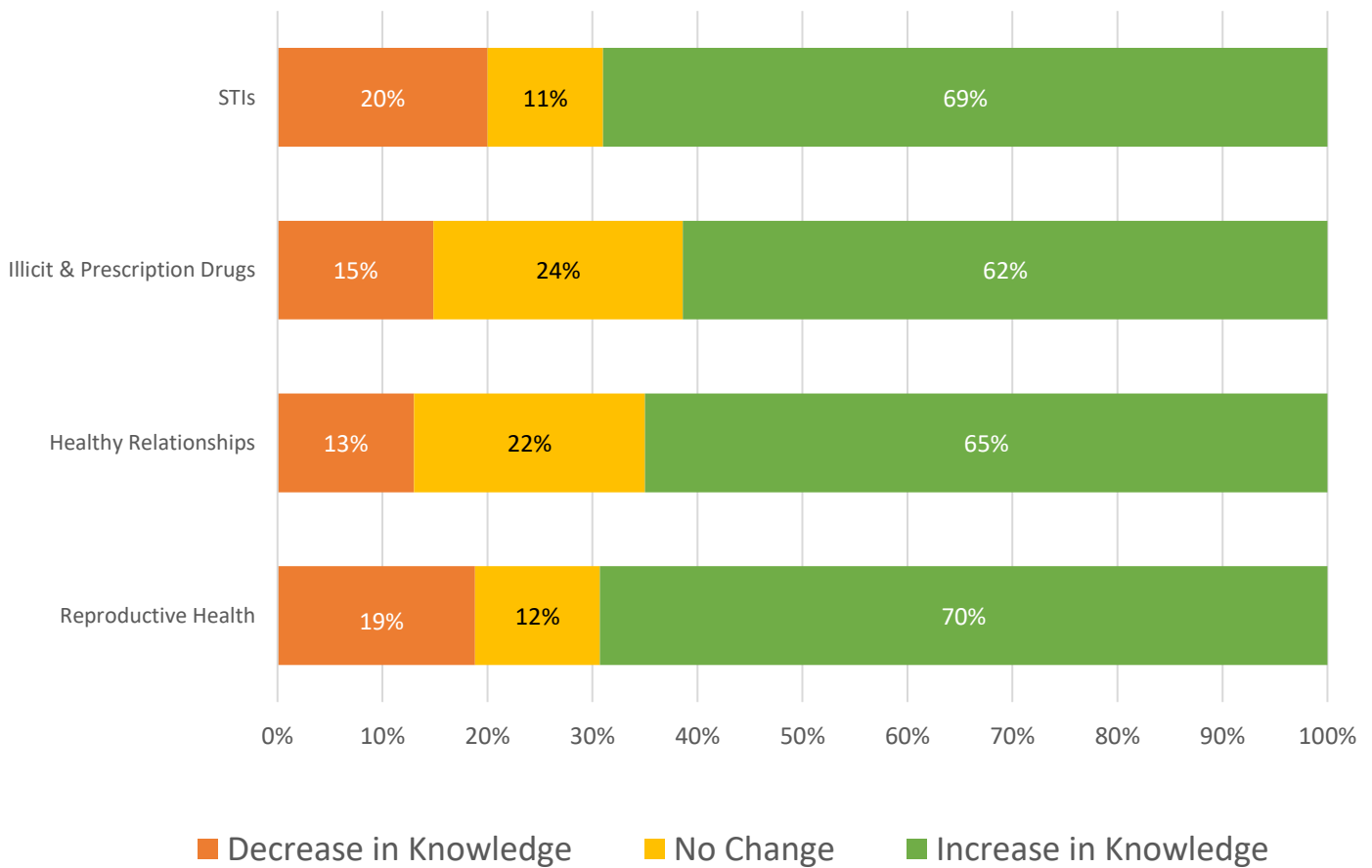
The BEST SELFie Conference Will Help Me Make Better Decisions About My Future



Youth Presentations

The FACTs teams provided health education classes to youth at local high schools in Riverside Unified, Alvard Unified, and Jurupa Unified school districts. Youth learned about healthy relationships, reproductive health, sexually transmitted infections (STIs), and illicit and non-prescription drugs. Based on 1,147 matched pre- and post-surveys conducted during the program, a large percentage of youth benefitted from the instruction. Seventy percent (70%) of youth increased their knowledge of reproductive health, 65% increased their knowledge of healthy relationships, 62% increased their knowledge of illicit and prescription drug use, and 69% increased their knowledge of STIs.

Change in Knowledge of STIs, Drugs, Healthy Relationships, and Reproductive Health among Youth Participants



Pink Ribbon Place

In 2020, The Pink Ribbon Place recorded over 44,000 encounters, with a large share of those contacts made through its community events (73%) and physical education classes (20%).

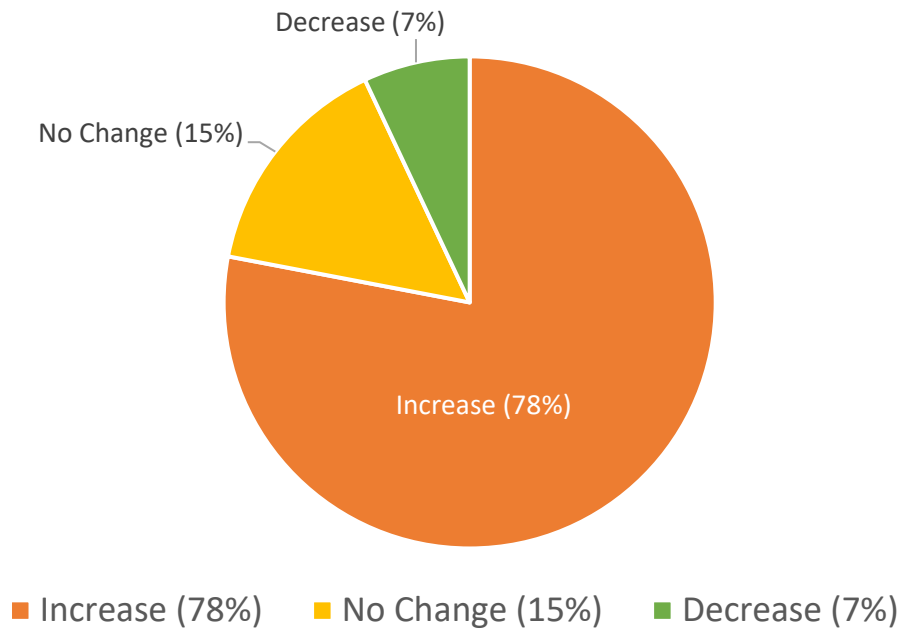
Through a variety of community conferences and seminars, physical activity classes, individual and group counseling, and resources, the Pink Ribbon Place provides support and education for cancer survivors and their families at no cost. These programs aim to increase the community’s knowledge of cancer and cancer-

related issues, empower cancer survivors by building confidence and improving their ability to advocate for themselves and navigate resources, increase survivors’ feelings of support and connectivity, and motivate survivors to engage in regular physical activity.

Increasing Knowledge of Cancer and Cancer-Related Issues

Through the SoCal Women’s Cancer Conference (WCC) and the educational support group on self-love, 78% of participants increased their knowledge of cancer and cancer-related topics.

Change in Knowledge of Cancer and Cancer-Related Topics Among Women's Cancer Conference Attendees



At the Women’s Cancer Conference, participants indicated that they learned something new about a wide variety of topics – ranging from proper nutrition to cannabis use for cancer. Increases in knowledge were greatest for the following topics:

- How eating well affects cancer treatment and recovery (64% of participants increased),
- Unforeseen side effects of cancer treatments (66% of participants increased), and
- How to communicate about body image and intimacy issues (62% of participants increased)

Sixty-five percent (65%) Participants attending the virtual conference strongly agreed that the conference motivated them to learn more about the topics discussed.

Building Confidence and Empowering Survivors

Building confidence and empowering cancer survivors were important elements of The Pink Ribbon Places’ Client Navigation services and the Look Good Feel Better workshop, a public service program that teaches beauty techniques to people with cancer to help manage appearance-related side effects of cancer treatment.

- Eighty percent (80%) of clients receiving navigation support were more confident navigating health resources after receiving support from The Pink Ribbon Place.
- Eighty-three percent (83%) of participants attending Look Good Feel Better increased confidence in their ability to apply the beauty techniques discussed.
- Another 83% of Look Good Feel Better participants indicated that they were “Very Likely” to use what they learned during the workshop.
- Seventy-five percent (75%) of Look Good Feel Better participants also increased their knowledge of beauty and self-care techniques.

Increasing Feelings of Support and Connectedness

Several support groups were offered by The Pink Ribbon Place as way for cancer survivors and their loved ones to connect with others who understand what they are going through, share resources, and discover hope. These included Hope for Women and Esperanza para Mujeres, Metastatic Cancer Support Group, and Oasis Ovarian Support Group. The Pink Ribbon Place also assisted survivors connect to local resources they could access for help on their cancer journey.

After attending one of more of these groups or receiving client navigation services, clients were asked about their support network and if they felt lonely or socially isolated.

- 85% of clients believed that they felt they had a supportive network of people to help them.
- 85% of clients indicated that they had people they can talk to who understand their situation.
- 88% of support group clients felt that the group was a safe environment to share their personal experiences.
- 69% of support group clients believed that they felt less isolated after attending the support group.

Encouraging Regular Physical Activity

Aquamotion, a pool aerobic class, and Iyengar Yoga help cancer survivors re-build strength and encourage regular physical activity.

- Seventy-five percent (75%) of class attendees indicated that they were more motivated to exercise regularly and be physically active after participating in either program.
- Seventy-five percent (75%) of participants also believed that they had increased their skill level at either yoga or pool aerobics.
- All participants (100%) rated the classes as “Excellent”.

Miles of Smiles

In the first quarter of 2020, Miles of Smiles held presentations and oral health screenings at several Alvord Unified, Jurupa Unified, and Riverside Unified schools. A survey of youth during the dental screenings found that the need and demand for oral health education remains high.

- Over half of 2nd (54%) and 6th (53%) graders never floss.
- 57% of youth surveyed either haven’t been to a dentist in over a year or have never been to a dentist.
- Of the 90 teachers surveyed, 94% said that it was “very important” to have *Miles of Smiles* at their school.
- Teachers felt that the *Miles of Smiles* program is “a valuable service.” and “an excellent program that is greatly needed”.

The Miles of Smiles program also had an impact on one of the greatest barriers kids have to going to a dentist – fear. Over 90% of 2nd, 5th, and 6th graders indicated that Miles of Smiles staff made them feel more comfortable about going to a dentist.

Community Settlement Association

In the first quarter of the year, CSA implemented its ASP BEST, a program for youth from K through 8th grade that helps youth build life skills, increase self-confidence, and develop a positive outlook. The program, through guest speakers and diverse topics, teaches youth useful skills. This year, for example, youth were instructed in the basics of computer science and coding. Below are highlights from 2020.

- After participating in the ASP BEST program, 52% of K-3rd grade youth and 42% of 4th-8th grade youth increased their self-confidence and outlook.
- 75% of K-3rd grade youth and 68% of 4th-8th grade youth believed that they were somewhat likely or very likely to use the information they learned during the program.