



BOARD OF DIRECTORS

Katherine Burnworth, President | Laura Goodsell, Vice-President | Donald W. Medart Jr., Treasurer Arturo Proctor, Secretary | Enola Berker, Director | Rodolfo Valdez, Director | James Garcia, Director

AGENDA

Thursday, June 12, 2025

Closed Session Start Time: 5:00 P.M.

Open Session Start Time: 6:00 P.M.

**Pioneers Memorial Hospital | PMH Auditorium
207 W. Legion Road, Brawley, CA92227**

[Join Microsoft Teams](#)

Meeting ID: 293 320 022 859

Passcode: CG2YY78x

CLOSED SESSION ~ Start Time 5:00 P.M.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: El Centro Regional Medical Center and Related Facilities
1415 Ross Ave, El Centro, CA 92243
Agency negotiators: AB 918 Ad Hoc Committee (Katherine Burnworth, James Garcia, Laura Goodsell), Christopher Bjornberg, Adriana Ochoa, Josh Schneiderman
Negotiating parties: City of El Centro
Under negotiation: Terms relating to acquisition of El Centro Regional Medical Center and related hospital facilities.
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: All Valley Urgent Care Facility
400 Mary Ave., Calexico, CA 92231
Agency negotiators: Katherine Burnworth, Christopher Bjornberg, Tomas Virgen
Negotiating parties: City of El Centro
Under negotiation: Terms relating to potential lease of space and urgent care support.
- c. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. 54956.9(d)(1))
Name of case: Esquivel v. Pioneers Memorial Hospital USDC Southern

- d. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
(Gov. Code 54956.9(d)(2))
 - One Potential Case

OPEN SESSION ~ Start time 6:00 P.M.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of Request for Remote Appearance by Board Member(s), *if Applicable*

5. Consider Approval of Agenda

In the case of an emergency, items may be added to the agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

6. Public Comments

At this time the Board will hear comments on any agenda item. If any person wishes to be heard, they shall stand; address the president, identify themselves, and state the subject for comment. Time limit for each speaker is 3 minutes individually per item to address the Board. Individuals who wish to speak on multiple items will be allowed four (4) minutes in total. A total of 15 minutes shall be allocated for each item for all members of the public. The board may find it necessary to limit the total time allowable for all public comments on items not appearing on the agenda at anyone one meeting to one hour.

7. Board Comments

Reports on meetings and events attended by Directors; Authorization for Director(s) attendance at upcoming meetings and/or events; Board of Directors comments.

- a. Brief reports by Directors on meetings and events attended
- b. Schedule of upcoming Board meetings and/or events
- c. Report by Education and Outreach Ad-Hoc Committee
- d. Report by AB 918 Negotiation Ad-Hoc Committee

8. Consent Calendar

Any member of the Board may request that items for the Consent Calendar be removed for discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

- a. Approve minutes for meetings of May 29, 2025

9. Items for Discussion and/or Board Action:

- a. Information Only: Presentation by Pioneers Memorial Hospital Foundation
- b. Action Item: Policy and Procedure: Bloodborne Pathogen Exposure Control Plan
- c. Action Item: Policy and Procedure: Computer, Network and Email Usage (Acceptable Use)
- d. Action Item: Policy and Procedure: Employee Health Standing Orders Work Instruction
- e. Action Item: Policy and Procedure: Hazardous Material and Waste Management Plan
- f. Action Item: Policy and Procedure: Hepatitis B Vaccination Program
- g. Action Item: Policy and Procedure: Influenza Vaccination Program
- h. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation
- i. Action Item: Policy and Procedure: Neonatal Enteral Feeding & Tube Management Feeding Tubes and Decompression Tubes in the NICU
- j. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Thoracentesis/Needle Decompression
- k. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Neonatal Umbilical Vessel Catheterization
- l. Action Item: Policy and Procedure: Non-Retaliation and Compliance Reporting
- m. Action Item: Policy and Procedure: Organ and Tissue Procurement/Donation
- n. Action Item: Policy and Procedure: Postexposure Prophylaxis after

Occupational Exposure to Blood or Body Fluids by needle/sharps injury and/or splashes Protocol

- o. Information Item Only: Discussion and Review of FY 2026 Budget Presented By: Carly Loper
- p. Staff Recommends Action to Authorize: BD Alaris System Equipment Purchase (IV Medication Pumps)
Presented by: Carol Bojorquez
Contract Value: \$742,875.93
Contract Term: 7 Year Term for alaris Support Program
Budgeted: Yes
Budgeted Classification: Medical Equipment
- q. Staff Recommends Action to Authorize: MSP agreement with AYA Healthcare
Presented by: Carol Bojorquez
Contract Term: 1 Year
Budgeted: Yes
Budgeted Classification: Contracted Services
- r. Staff Recommends Action to Authorize: Amendment No. 1 to Services Agreement Between Imperial Valley Hospital District and Moving Mountains HR Consulting.
Presented by: Chief Executive Officer
- s. Staff Recommends Action to Authorize: Renew contract with Konica Minolta for repair coverage for X-ray panels and control stations
Presented by: Carly Zamora
Contract Value: X-ray Panel and Control Station Coverage:
Annual Cost: \$24,150.00
5-Year Total: \$120,750.00
Additional Equipment Coverage:
Annual Cost: \$4,200.00
5-Year Total: \$21,000.00
Contract Term: 5 years (06/01/2025 – 05/31/2030) Total: \$141,750.00
Budgeted: Yes
Budgeted Classification: Operations
- t. Staff Recommends Action to Authorize: Amendment No. 3 to Professional Services Agreement with Berkeley Research Group for Financial Consultant Services
Presented by: Legal Counsel
Contract Value: Proposal to add \$250,000 to Payment Cap
- u. AB 918 Ad Hoc Recommends Action to Authorize: Approval of Joint

Powers and Affiliation Agreement by and among Imperial Valley
Healthcare District and The Regents of the University of California on
Behalf of UC San Diego Health

Presented by: Legal Counsel, UCSD, AB 918 Ad Hoc

10. Management Reports

- a. Finance: Carly C. Loper, MAcc – Chief Financial Officer
- b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer
- c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations
- d. Urgent Care: Tomas Virgen – Administrative Coordinator/ Support
for AB 918
- e. Executive: Christopher R. Bjornberg – Chief Executive Officer
- f. Legal: Adriana Ochoa – General Counsel

11. Items for Future Agenda

This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming meetings and/or identify press release opportunities.

12. Announcement of Closed Session Actions

13. Adjournment

- a. The next regular meeting of the Board will be held on June 26, 2025, at 6:00 p.m.

POSTING STATEMENT

A copy of the agenda was posted June 6, 2025, at 601 Heber Avenue, Calexico, California 92231 at 10:30 p.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

In compliance with the Americans with Disabilities Act, if any individuals request special accommodations to attend and/or participate in District Board meetings please contact the District at (760)970- 6046. Notification of 48 hours prior to the meeting will enable the District to make reasonable accommodation to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].



MEETING MINUTES
May 29, 2025
REGULAR BOARD MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 29th OF MAY 2025 AT 601 HEBER AVENUE CITY OF CALEXICO, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

1. TO CALL ORDER:

The regular meeting was called to order at 5:09 pm by Katie Burnworth.

2. ROLL CALL-DETERMINATION OF QUORUM:

President	Katherine Burnworth
Vice-President	Laura Goodsell
Treasurer	Donald W. Medart Jr.
Secretary	Arturo Proctor
Trustee	Enola Berker
Trustee	James Garcia

ABSENT:

Rodolfo Valdez-Trustee

GUESTS:

Adriana Ochoa – Legal/Snell & Wilmer
Christopher R. Bjornberg - Chief Executive Officer
Tomas Virgen - Support for IVHD (AB 918)

3. PLEDGE OF ALLEGIANCE WAS LED BY DIRECTOR BURNWORTH.

4. APPROVAL OF REQUEST FOR REMOTE APPEARANCE BY BOARD MEMBER(S)

None

5. CONSIDER APPROVAL OF AGENDA:

Motion was made by Director Garica and second by Director Berker to approve the agenda for for May 29, 2025. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Garcia

NOES: None

6. PUBLIC COMMENT TIME:

Ron Rubin spoke on his concerns about the El Centro agreement and JPA and the possibility of hiring a consultant. He requested to post the agenda on Friday to have time to review everything. He expressed that the financial report under consent calendar is not the proper place for that.

Marithza Hurtado expressed her concerns on the Calexico safety net and the safety net is because they have a fractured ambulance service in the city of Calexico. The city of Calexico runs its own ambulance service. The city of Calexico does not have backup, and the ambulance is their hospital on wheels.



Director Medart Jr. arrived at 5:30 pm.

7. Critical Elements of Effective Governance by Jeff Bills with Confidence Consulting (90 minutes) Part 2

Jeff Bills with Confidence Consulting presented part two of his presentation on critical elements of effective Governance.

8. BOARD COMMENTS:

- a. Brief reports by Directors on meetings and events attended. Schedule of upcoming Board meetings and events.

Director Goodsell express that she really enjoyed the hospital week. She also reported that she had the opportunity to update the Holtville City Council briefly at their meeting on Tuesday to bring them up to speed where we were with everything.

Director Berker reported that she attended the Women's Auxiliary meeting and did a presentation of where we are with the IVHD.

Director Burnworth also reported that she attended the hospital week event. She also reported that yesterday herself and Chris attended a roundtable meeting with congressman to mostly discuss Medicaid costs and how that would impact our area. They also talked about IVHD.

- b. Report by Education and Outreach Ad-Hoc Committee

Director Garcia gave a brief update from our PR Frank Salazar reporting that they have generated three press releases regarding the hospital update of the National Nurses Week, Asthma Allergy Awareness Month. The strong together campaign the final approval completed from all parties. The target launch will be for June. Frank is also working on the new branding.

- c. Report by AB 918 Ad Hoc Negotiation Committee re AB 918

Attorney Adiana reported that they have met to discuss the finalization of the Joint Power Agreement with UCSD, and she thinks that as of today we have a proposed final draft which will come to June 12th meeting for the presentation. The working group continues to meet every other Friday and will be meeting tomorrow. They have met with the regulatory group and other subgroups. Everything is moving along well. We have our change of ownership process with the CDPH was it approved that we have our hospital license under IVHD.

9. CONSENT CALENDAR:

Director Goodsell recommends pulling out item B, PMH Expenses/Financial Report to discuss further before approving.

Motion was made by Director Goodsell and second by Director Proctor to approve the consent calendar item A minutes for May 8, 2025, and item B PMH Expenses/Financial Report for April 2025. Motion passed by the following vote wit:



AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia

NOES: None

10. ACTION ITEMS:

- a. Review and Authorize: IVHD Stop Loss Analysis Presentation

Chris went over the IVHD stop Loss Analysis Presentation.

Motion was made by Director Garcia and second by Director Goodsell to approve the sun life alternate 1 with \$250 thousand dollar deductible. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Valdez, Garcia

NOES: None

- b. MEDICAL STAFF REPORT – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/procedures/forms, or other related recommendations

Motion was made by Director Berker and second by Director Garcia. to approve the Medical Staff Report recommendations from the Medical Executive Committee. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia

NOES: None

- c. Policy and Procedure: Bioterrorism Management Plan

Motion was made by Director Goodsell and second by Director Proctor to approve the Policy and Procedure: Bioterrorism Management Plan. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia

NOES: None

- d. Policy and Procedure: Child Care Disaster Plan

Motion was made by Director Proctor and second by Director Medart Jr. to approve the Policy and Procedure: Child Care Disaster Plan. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia

NOES: None

- e. Policy and Procedure: Code Silver – Active Shooter Situation Response

Director Proctor and Mr. Mendoza spoke and decided that instead of stating Active Shooter it could also state Active Threat because sometimes that level of violence and that level of emergency and that level of risk doesn't apply just to an active shooter, it



also applies to somebody with a machete or a knife. They agreed to call it Code Silver Active Shooter if it's an active shooter or Code Silver Active Threat if it's something other than an active shooter. They will announce in Spanish too.

Motion was made by Director Proctor and second by Director Goodsell to approve the Policy and Procedure: Code Silver – with the change of the announcement of either Code Silver- Active Shooter or Code Silver-Active Threat depending on situation. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

f. Policy and Procedure: Earthquake Response Plan

Motion was made by Director Goodsell and second by Director Proctor to approve the Policy and Procedure: Earthquake Response Plan. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

g. Policy and Procedure: Emergency Preparedness – House Supervisors Role

Motion was made by Director Goodsell and second by Director Proctor to approve the Policy and Procedure: Emergency Preparedness – House Supervisors Role. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

h. Policy and Procedure: Code White - Hospital Evacuation Plan

Motion was made by Director Goodsell and second by Director Proctor to approve the Policy and Procedure: Code White - Hospital Evacuation Plan. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

i. Policy and Procedure: Shelter in Place Plan

Motion was made by Director Goodsell and second by Director Proctor to approve the Policy and Procedure: Shelter in Place Plan. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None



j. Policy and Procedure: Workplace Violence Prevention Plan

Motion was made by Director Goodsell and second by Director Proctor to approve the Policy and Procedure: Workplace Violence Prevention Plan. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

k. Policy and Procedure: Medical Equipment Management Plan Program

Motion was made by Director Garica and second by Director Berker to approve the Policy and Procedure: Medical Equipment Management Plan Program. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

l. Retire Policy and Procedure: Emergency Department (ED) Documentation Requirements

Motion was made by Director Garica and second by Director Berker to approve Retiring the Policy and Procedure: Emergency Department (ED) Documentation Requirements. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

m. Policy and Procedure: Advance Directives

Motion was made by Director Garica and second by Director Berker to approve Policy and Procedure: Advance Directives. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

n. **Authorize:** Renewal of Workers' Compensation Coverage with BETA Risk Management Authority ("BETARMA") for coverage in the State of California.

Presented by: Carly Loper

Contract Value: \$1,907,038 annual contribution (to be paid in monthly installments)

Contract Term: One year Term (July 1, 2025 – June 30, 2026)

Budgeted: Yes Budgeted

Budgeted Classification: Workers' Compensation Insurance

Motion was made by Director Goodsell and second by Director Medart Jr. Berker to approve the Renewal of Workers' Compensation Coverage with BETA Risk Management Authority ("BETARMA") for coverage in the State of California as presented. Motion passed by the following vote wit:



AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

- o. **Authorize:** Renewal of Healthcare Entity Comprehensive Liability (HCL) Coverage, Directors & Officers Liability Coverage and Automobile Coverage with BETA Risk Management Authority ("BETARMA")
Presented by: Carly Loper
Contract Value: \$1,880,387 net annual contribution
Contract Term: One year Term (July 1, 2025 – June 30, 2026)
Budgeted: Yes
Budgeted Classification: Liability Insurance

Motion was made by Director Goodsell and second by Director Berker to approve the Renewal of Healthcare Entity Comprehensive Liability (HCL) Coverage, Directors & Officers Liability Coverage and Automobile Coverage with BETA Risk Management Authority ("BETARMA") as presented. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

- p. **Review and Authorize:** Property insurance coverage provided through broker, Alliant Insurance Services, Inc. ("Alliant"). Property insurance includes coverage for Property, Boiler & Machinery, Commercial Cyber Liability and Pollution. Other coverages include Cyber Breach Response Endorsement, Crime and the Deadly Weapon Response Program.
Presented by: Carly Loper
Contract Value: Total Premium \$773,272 (HARPP + ADWRP, ACIP & BBR)
Contract Term: One year Term (July 1, 2025 – June 30, 2026)
Budgeted: Yes
Budgeted Classification: Insurance

Motion was made by Director Medart Jr. and second by Director Berker to approve the Property insurance coverage provided through broker, Alliant Insurance Services, Inc. ("Alliant"). Property insurance includes coverage for Property, Boiler & Machinery, Commercial Cyber Liability and Pollution. Other coverages include Cyber Breach Response Endorsement, Crime and the Deadly Weapon Response Program coverage and remove the green. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Medart Jr., Proctor, Berker, Garcia
NOES: None

11. **MANAGEMENT REPORTS:**

- a. Finance: Carly C. Loper, MAcc – Chief Financial Officer

Carly gave a brief report on the financial report.

- b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer



None

- c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations

None

- d. Urgent Care: Tomas Virgen – Administrative Coordinator/ Support for AB 918

Tomas reported that the three signs arrived yesterday. We have also requested a walk through with the building inspector.

- e. Executive: Christopher R. Bjornberg – Chief Executive Officer

Chris gave a brief report on hospital week. It was great to have board members participate.

He reported that he had a meeting with Serner and gave a brief report. He reported the NDA has already been taken care of and other stuff has been done. They sent the work order out waiting to get it as far as the name changes. They also spoke about mergers and how that works and gave them more insight into why it is important that we are under one system. He talked about transitions that will make things much better and more functional. Also, it was reported that solicitations were sent out to firms to give us proposals for consulting services to do the master plan and are due by June 13th and bring back to the June 26th meeting.

He also reported that they attended the DHLF meeting, which is the District Hospital Leadership Forum, and they spoke on the Medicaid component and what that looks like. They also talked about some of these supplemental payments.

Chris also reported on the concern of the Calexico Ambulance situation and that is something they have heard going through this process so he has taken that on as well and has had conversations with the ambulance service, the Limsa groups that are associated with Calexico and has been made aware of the situation down here which is not that great Chris turned the time to Estella to go over the benefits with the board. Unfortunately, some of it is very much self-inflicted. There's a way around it and there's a way to get through it, but they don't necessarily want to do it at this point in time. He spoke with them and told them to make him aware of the meetings that they have that are associated with that because he is going to come down and be part of that and he told them that as IVHD we understood that that was an issue for the people down here and that we want to make sure that that coverage is there. He asked to let him know and we'll be part of that and were going to be a resource to help that process and do what we can to make sure that the ambulance situation is taken care of down there.

Estella, the HR Manager, went over the health and life insurance packet with the board.

- f. Legal: Adriana Ochoa – General Counsel

No report today



12. ITEMS FOR FUTURE AGENDA:

None

BOARD ENTERED INTO CLOSED SESSION AT 8:25pm

13. CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Gov. Code Section 54956.9(d)(1))

Government Names:

- 1. A Bradkowski v. PMHD**
- 2. García v. PMHD**

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: El Centro Regional Medical Center and Related Facilities 1415 Ross Ave, El Centro, CA 92243

Agency negotiators: AB 918 Ad Hoc Committee (Katherine Burnworth, James Garcia, Laura Goodsell), Christopher Bjornberg, Adriana Ochoa, Josh Schneiderman

Negotiating parties: City of El Centro

Under negotiation: Terms relating to acquisition of El Centro Regional Medical Center and related hospital facilities.

BOARD RECONVENED INTO OPEN SESSION AT 9:13PM

14. REPORT OUT OF CLOSED SESSIONS ACTIONS:

Report: No reportable action taken in closed session.

15. ADJOURNMENT:

With no future business to discuss, Motion was made unanimously to adjourn meeting at 9:15 p.m.

Imperial Valley Healthcare District

Title: Bloodborne Pathogen Exposure Control Plan		Policy No. CLN-02303
		Page 1 of 5
Current Author: Lizbette Cordova, RN		Effective: 04/21/2010
Latest Review/Revision Date:08/2024		Manual: Clinical – Infection Control

Collaborating Departments: Infection Control; Human Resource Department, Dr. Mohammed Al-Jasim	Keywords: Infectious Disease, Blood Exposure		
Approval Route: List all required approval			
PSQC	Other: <u>Safety Committee</u> 12/2024		
Clinical Service _____	MSQC 3/2025	MEC 3/2025	BOD 3/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 The purpose of the Bloodborne Pathogen Exposure Control Plan is to comply with Standard (Title 8, Chapter 4, Section 5193, <http://www.dir.ca.gov/title8/5193html>) and protect healthcare workers and employees from bloodborne infectious diseases by eliminating or reducing the risk of this type of exposure.

2.0 Scope: District wide

3.0 Policy:

- 3.1 IVHD is committed to providing a safe work environment for our entire staff. The following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

4.0 Definitions:

- 4.1 Blood – Human blood, human blood components, and products made from human blood.
- 4.2 Bloodborne Pathogens – Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV) and human immunodeficiency virus (HIV).
- 4.3 Contaminated – The presence or the reasonably anticipated presence of blood or other potentially infectious materials on a surface in or on an item.
- 4.4 Clinical Laboratory – A workplace where diagnostic or other screening procedures are performed on blood and other potentially infectious materials
- 4.5 Decontamination – The use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.
- 4.6 Exposure Incident – A specific eye, mouth, or other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials (OPIM) that result from the performance of an employee's duties.
- 4.7 EVS – Environmental Services

Imperial Valley Healthcare District

Title: Bloodborne Pathogen Exposure Control Plan		Policy No. CLN-02303
		Page 2 of 5
Current Author: Lizbette Cordova, RN		Effective: 04/21/2010
Latest Review/Revision Date:08/2024		Manual: Clinical – Infection Control

- 4.8 Hand Washing Facilities – Facilities providing adequate supplies of running potable water, soap, and single use towels or hot air drying machines and/or hand anti-microbial gel dispensers throughout the hospital.
- 4.9 HBV – Hepatitis B virus
- 4.10 HCV – Hepatitis C virus
- 4.11 HCW – Health Care Worker – Any employee, medical staff or other healthcares professional that has the potential for bloodborne or other exposures and works in our facility.
- 4.12 HIV – Human Immunodeficiency
- 4.13 Occupational Exposure – Reasonably anticipated skin, eye mucous membrane, or parenteral contact with blood or potentially infectious materials that may result from the performance of an employee's duties.
- 4.14 OPIM – Other Potentially Infectious Materials are as follows:
 - 4.14.1 Human Body Fluids – semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, amniotic fluid, saliva in dental settings, any other body fluid that is visibly contaminated with blood such as saliva or vomitus, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids such as emergency response.
 - 4.14.2 Any unfixed tissue or organ (other than intact skin) from human (living or dead)
 - 4.14.3 Any of the following, if known or reasonably likely to contain or be infected with HIV, HBV, or HCV
 - 4.14.3.1 Cell, tissue, or organ cultures from humans or experimental animals
 - 4.14.3.2 Blood, organs, or other tissues from experimental animals
 - 4.14.3.3 Culture medium or other solutions
- 4.15 Parental Contact – piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts, and abrasions.
- 4.16 PPE – Personal Protective Equipment – Specialized clothing or equipment worn or used by HCW for protection against a hazard. General work clothes (e.g. uniforms, pants, shirts or blouses) not intended to function as protection against a hazard is not considered to be personal protective equipment. Personal protective equipment will be considered “appropriate only if it does not permit blood or OPIM to pass through to or reach the HCW's work clothes, street clothes, undergarments, skin, eye, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the PPE will be used.
- 4.17 Regulated Waste
 - 4.17.1 Liquid or semi-liquid blood or OPIM
 - 4.17.2 Contaminated items that:
 - 4.17.2.1 Contain liquid or semi-liquid blood, or are caked with dried blood or OPIM.
 - 4.17.2.2 Are capable of releasing these materials when handled or compressed
 - 4.17.3 Contaminated sharps
 - 4.17.4 Pathological and microbiological wastes containing blood or OPIM
 - 4.17.5 Regulated waste includes “medical waste” regulated by Health and Safety Codes

Imperial Valley Healthcare District

Title: Bloodborne Pathogen Exposure Control Plan		Policy No. CLN-02303
		Page 3 of 5
Current Author: Lizbette Cordova, RN		Effective: 04/21/2010
Latest Review/Revision Date:08/2024		Manual: Clinical – Infection Control

- 4.18 Sharp – Any object used or encountered in the industries covered by subsection (a) that can be reasonably anticipated to penetrate the skin or/and other part of the body, and to result in an exposure incident, including, but not limited to, needle devices, scalpels, lancets, broken glass, and broken capillary tubes.
- 4.19 Standard Precautions – An approach to infection prevention. According to the concept of Standard Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.

5.0 Procedure:

- 5.1 Employee Exposure Risk Determination
 - 5.1.1 Category Risk I: Is a job classifications in which **all** employees have occupational exposure.
 - 5.1.2 Category Risk II: Is a job classifications in which **some** employees have exposure.
- 5.2 Responsibilities:
 - 5.2.1 Employee Health Services is responsible for coordinating the annual review and update of the Bloodborne Pathogen Exposure Control Plan. Employee Health provides the initial employee training of the Exposure Control Plan during general orientation and works with Infection Control Department to identify and select safety devices. They also serve as a resource for infection prevention and control information.
 - 5.2.1.1 Employee Health Services is responsible for evaluating the circumstances surrounding exposure incidents, providing the hepatitis B vaccination for all employees who are at risk of occupational exposure to bloodborne pathogens, and for reporting safety-related incidents to the Safety Committee. Employee records for vaccinations, exposures and exposure follow-up, and confidential Sharp Injury Log are maintained by Employee Health Services.
 - 5.2.2 The Safety Officer will assist Infection Control in overseeing the use of standard precautions by all HCW/personnel for Imperial Valley Healthcare District. The Safety Officer also provides input for review and update of the Exposure Control Plan as appropriate and reports safety-related incidents to the Safety Committee.
 - 5.2.3 Human Resources is responsible for maintaining documentation of annual training.
 - 5.2.4 Department Directors are responsible for:
 - 5.2.4.1 Determining which employees have potential occupational exposure to bloodborne disease.
 - 5.2.4.2 Ensuring that employees receive all required training and education
 - 5.2.4.3 Ensuring that personal protective equipment is available for employee use
 - 5.2.4.4 Ensuring that employees use safe practices and PPE when there is a potential of exposure to bloodborne pathogens

Imperial Valley Healthcare District

Title: Bloodborne Pathogen Exposure Control Plan		Policy No. CLN-02303
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Current Author: Lizbette Cordova, RN		Effective: 04/21/2010
Latest Review/Revision Date:08/2024		Manual: Clinical – Infection Control

- 5.2.4.4.1 Monitoring employees for compliance with Standard Precautions and work practice controls
 - 5.2.4.4.2 Maintaining current department-specific policies and procedures addressing engineering and work practice controls and PPE
 - 5.2.4.4.3 Training and counseling employees who are not using safe practice while handling sharps and/or bloodborne pathogens
- 5.2.5 Employees are responsible for:
 - 5.2.5.1 Knowing what tasks they perform that have potential for bloodborne exposure and using safe practices, PPE, and devices as appropriate.
 - 5.2.5.2 Reviewing the Bloodborne Pathogens and associated policies as part of their annual review
 - 5.2.5.3 Maintaining a clean and safe environment
- 5.3 Work Practice Controls and Procedures have been implemented to minimize exposure to bloodborne pathogens. Each Department Manager is responsible for implementing, evaluating, and monitoring compliance with work practices on an ongoing basis..
 - 5.3.1 Engineering and work practice controls include: Needleless systems where applicable, use of needles with engineered safety devices, and disposal of sharps in sharp containers,
- 5.4 Standard precautions are used to prevent contact with blood or other potentially infectious materials and are to be applied to all patients. When necessary, transmission-based precautions are used in addition to standard precautions. (See policy CLN-02308; Isolation Guidelines)
- 5.5 Specimen Handling and Contact with Blood or Body Fluids:
 - 5.5.1 Eating, drinking, applying cosmetics, or lip balm, and handling contact lenses are prohibited in work areas where there is a reasonable likelihood of Occupational exposure to blood or body fluids.
 - 5.5.1.1 Clinical departments may clearly identify areas of the department where bloodborne pathogens may be present, such as areas where clinical specimens' or blood glucose monitoring devices may be placed. Direct patient care areas are included in these designated areas.
 - 5.5.1.2 Clinical departments may clearly identify areas of the department where items which may carry bloodborne pathogens may not be present, such as clean work areas or staff rest areas. Gloves should not be worn in these areas. Items which may carry bloodborne pathogens shall not be placed in theses identified areas.
 - 5.5.1.3 Staff may drink liquids, while working as allowed by their director in designated clean department areas where bloodborne pathogens are not kept. Care should be taken to minimize the risk of spilling by covering liquid.
 - 5.5.1.4 Staff food and drink are not allowed in patient refrigerators.
 - 5.5.2 Food, drink, and oral medications will not be kept in refrigerators, freezers, shelves, cabinets, on countertops where blood or body fluids may be present.

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5.5.3 Specimens' of blood or body fluids will be placed in containers that prevent leakage during collection, handling, processing, storage, transportation or shipping.

5.5.4 If an exposure occurs, mucous membranes and eyes will be immediately flushed copiously with water following exposure to blood or body fluids (See policy HRD-00127; Postexposure prophylaxis after occupational exposure to blood & body fluids).

5.6 Housekeeping:

5.6.1 Environmental Services (EVS) is responsible for maintaining the facility in a clean and sanitary manner. Policies and procedures have been developed and implemented to ensure that cleaning methods and schedules are appropriate. The Infection Control and Medical Staff Quality committee (MSQC) will review and approve all policies and procedures that address cleaning, disinfection, and/or sterilization of equipment or environmental surfaces that become contaminated.

6.0 References:

6.1 CAL/OSHA and NIOSH, Calif. Code of Regulations: Title 8, Division 1, Chpt. 4, Subchapter 7, Group 16, Art. 109, 5193, <http://www.dir.ca.gov/title8/5193.html>

7.0 Attachment List: None

8.0 Summary of Revisions:

8.1 Annual Review; no changes to intent process. Updated from PMDH to IVHD, Dr. Al-Jasim added as physician reviewer.

Imperial Valley Healthcare District (IVHD)

Title: Computer, Network and Email Usage (Acceptable Use)	Policy No. ADM-00826
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Current Author: Carrie Teague	Effective: 9/2016
Latest Review/Revision Date: 05/19/2025	Manual: Administration

Collaborating Departments: Compliance/Privacy Officer, Administration, Human Resources		Keywords: Browsing, Usage, Internet, Virus, Social Media, Email, Unacceptable		
Approval Route: List all required approval				
PSQC		Other:		
Clinical Service Medicine, Surgery, OB, Pediatrics, Imaging 7/2025	MSQC 8/2025	MEC 8/2025	BOD 8/2025	

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 The purpose of this policy is to outline the acceptable use of Pioneers Memorial Hospital (PMH) computer resources. Effective information security is a team effort involving the participation and support of every PMH employee and third party who deals with information and/or information systems. It is the responsibility of every computer user to know the expectations per this policy and conduct their activities accordingly when accessing PMH systems on premises and remotely.

2.0 Scope: District wide

3.0 Policy:

- 3.1 This policy applies to all individuals using PMH computing resources, including full-time users, part-time users, volunteers, contractors, vendors, physicians, and other non-users conducting business with, or for, PMH and who have been granted access privileges by PMH to information resources. This policy refers to all PMH information resources, whether individually managed or shared, stand-alone or networked, and applies to all computer/devices and computer/devices communication facilities and services owned, leased, operated, or contracted by PMH, and to all PMH owned or managed data, regardless of its location and access duration. This includes equipment; mobile devices; software; operating systems; storage media; wired and wireless networks; dictating or transcription equipment; imaging equipment; biomedical devices; record archival systems; and network. PMH logins providing electronic mail, internet browsing, and file transfer protocol (FTP) are the property of PMH.
- 3.2 Internet, e-mail, network, and application system access is granted to individuals for the purpose of supporting PMH clinical and business activities necessary to carry out job functions and assigned duties.

4.0 Definitions:

- 4.1 Authentication: The process of determining if someone (or something) is who (or what) it is declared to be and guarantees that the user is authentic. For example, a system user authenticates himself/herself through the user of their assigned user ID and password, Knowledge of the password is assumed to guarantee that the user is who she says she is.

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- 4.2 Confidential Information: Information that includes, but is not limited to, PHI, PFI, patient records, personnel information, information regarding business plans and strategies, information gained from service on organizational or medical staff committees, and information gained from inquiries from families and friends of patients, other employees, the legal department, medical staff, external agencies or media. Confidential Information may be contained in any communication medium, including verbal, written, or electronic (e.g. facsimiles, e-mail, voicemail, pagers, text messages, photographs, social media such as Facebook, X, You-Tube, Yelp).
- 4.3 Information Security Breach: Intentional or unauthorized, successful or unsuccessful activities or attempts to disrupt systems, access data that a system user is not an intended recipient, to log into a server or a computer session that the user is not expressly authorized to access, unless these duties are within the scope of regular duties. Examples of such breaches include, but are not limited to, network sniffing, pinged floods, packet spoofing, interfering with or denying service to any user other than the user's computer/device (aka as denial of service), forged routing information for malicious purposes, guessing another person's password, trying to observe a system user while he/she enters the password (by shoulder surfing), accessing another user's email PMH login without being authorized to do so, using any program, script, command, message with the intent to interfere with, or disable, a user's login session, via any means, locally or remotely, etc. These activities include using unauthorized tools to conduct such unauthorized activities.
- 4.4 Guest Wireless Network: Wireless network established by PMH Information Services as a courtesy service to patients, visitors, physicians, and third-party vendors to connect their personal devices to the internet while on PMH premises.

5.0 Procedure:

- 5.1 Acceptable Use and Ownership:
- 5.1.1 While PMH desires to provide a reasonable level of privacy, system users must be aware that data they create on PMH systems remains the property of PMH. Therefore, PMH system users must have no expectation of privacy for activities carried out on PMH and non-PMH computers.
- 5.1.2 The fact that an individual can access Confidential Information does not authorize that individual to access or use such information unless his or her job duties specifically require him or her to do so.
- 5.1.3 Using PMH computing resources for personal purposes may be considered cause for corrective action, up to and including termination. If there is any uncertainty as to expectations or your job duties as they relate to the use of computing resources, consult your supervisor or manager.
- 5.1.4 For security and network maintenance purposes, or to ensure compliance with this policy, authorized individuals within PMH may monitor and audit equipment, application systems and network traffic at any time and review logs.
- 5.1.5 PMH management provides computer equipment, removable storage or mobile devices to employees and certain other users for accessing PMH information

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systems for conducting PMH business based on the user's job responsibilities. PMH-issued computer equipment, removable storage or mobile devices should be used to connect to the PMH network, systems and applications. In situations when PMH-issued assets cannot be used to directly connect to the PMH wired or wireless network, users are responsible for ensuring that PMH confidential data is not stored, except by using PMH-approved encryption mechanisms. Connecting a personal device in an unauthorized manner is considered a violation of this policy.

- 5.1.6 When using PMH e-mail resources, accessing the Internet from their PMH network PMH login, or blogging while stating an affiliation with PMH, users must recognize that they represent PMH and must follow PMH policies and be attentive to social media use guidelines
- 5.2 Safeguarding Confidential Information:
 - 5.2.1 Keep passwords secure and do not share PMH logins. Authorized users are responsible for the security of their passwords and PMH logins.
 - 5.2.2 All PMH-owned desktop computers, laptops, handheld devices, and workstations used to conduct PMH business must be secured with a password-protected screensaver with automatic activation features set per PMH current policy or by locking or logging-off when the computer/device is unattended.
 - 5.2.3 Confidential data leaving PMH must be protected through encryption or equivalent authorized mechanisms both while in transit and at rest.
 - 5.2.4 To access PMH network remotely, users must use the PMH standard remote access solution and must use computers with updated anti-virus software and patches. Use of any other unauthorized remote access (such as PC Anywhere, GoToMyPC, LogMeIn, SSH, etc.) is prohibited.
 - 5.2.5 Users must use caution when opening e-mail attachments or when clicking on hyperlinks received from unknown senders, as these e-mails may contain viruses, e-mail bombs, or Trojan horse code which can harm the PMH network or clinical and business computing resources.
- 5.3 Unacceptable Use:
 - 5.3.1 Under no circumstances is a PMH user authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing PMH-owned resources.
 - 5.3.2 The following activities are PROHIBITED (Specific users may be exempted from certain of these prohibited activities during the course of their legitimate job responsibilities (e.g., systems administration staff carrying out their daily job duties asked to disable the network access of a computer/device if that computer/device is disrupting production services). The list below is not intended to be all inclusive, but attempts to provide a framework/guidance for identified activities which fall into the category of unacceptable use).
 - 5.3.2.1 Accessing, modifying or updating information that is not within the scope of your job. Accessing, downloading, or removing confidential information (encrypted or unencrypted) from PMH without authorization

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from your supervisor and the Data Owner or specific job duty requirements.

- 5.3.2.2 Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 5.3.2.3 Revealing your PMH login session password to others or allowing others to use your PMH login and password. This includes family and other household members when work is done at home.
- 5.3.2.4 Attempting to gain access to another's password or information or using someone's already logged-on session.
- 5.3.2.5 Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by PMH.
- 5.3.2.6 Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which PMH or the end user does not have an active license is strictly prohibited.
- 5.3.2.7 Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management must be consulted prior to export of any material that is in question.
- 5.3.2.8 Using a PMH computer/device to view, acquire, store, or disseminate data that is illegal, pornographic, or in non-compliance with the policy "Harassment" (HRD-00018).
- 5.3.2.9 Breaching security or causing intentional disruptions to network communication.
- 5.3.2.10 Providing information about, or lists of, PMH users to third parties without authorization by your supervisor and the Data Owner.
- 5.3.2.11 Using licensable software without a license.
- 5.3.2.12 Circumventing or disabling user authentication or security of any computer/device, network or PMH login or security safeguards.
- 5.3.2.13 Unauthorized decryption or attempts to decrypt any systems, passwords, or files.
- 5.3.2.14 Executing any form of network monitoring which will intercept data not intended for the user's computer/device unless part of the user's normal job duties. Port scanning, security scanning, and use of security monitoring tools are prohibited.
- 5.3.2.15 Establishing unauthorized direct Internet or non-PMH wired or wireless network router connectivity from PMH premises through DSL, ISDN, cable modem, or similar service provider vehicles.

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- 5.3.2.16 Removing hardware components of PMH computers/devices, such as hard drives.
- 5.3.2.17 Connecting any non-PMH-owned computer/device into a PMH wall port or otherwise attaching to data, voice, or wireless networks without explicit authorization from PMH Information Services via a Help Desk ticket.
- 5.3.2.18 Storing confidential PMH data on non-PMH (personal) computers, mobile devices or removable storage devices.
- 5.3.2.19 Installing software or downloading executable programs onto PMH-owned computers/devices without Information Services' pre-authorization.
- 5.3.3 System Administrative Privileges:
 - 5.3.3.1 The use of system administration privileges is restricted to IT support staff with administrative responsibilities as described in the individual's job description.
- 5.3.4 Email and Communication Activities:
 - 5.3.4.1 Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam). This includes posting non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
 - 5.3.4.2 Any form of harassment via email, telephone, texting, paging, whether through language, frequency, or size of messages.
 - 5.3.4.3 Unauthorized use, or forging, of email header information.
 - 5.3.4.4 Solicitation of e-mail for any other email address, other than that of the poster's PMH login, with the intent to harass or to collect replies.
 - 5.3.4.5 Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
 - 5.3.4.6 E-mail, internet, or computer use for personal purposes unless incidental, as determined by your supervisor. This includes shopping, gambling, chats, bidding, ordering of personal items, online banking, investing, real-time stock price monitoring, playing of games.
 - 5.3.4.7 Use of PMH systems or resources for political activities.
 - 5.3.4.8 Making fraudulent offers of products, items, or services originating from any PMH login.
 - 5.3.4.9 Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
 - 5.3.4.10 Users should not send email outside of PMH with confidential information either in the body or in attachments without password protecting attachments or otherwise ensuring email is encrypted through additional PMH or third party processes (i.e. ShareFile).
 - 5.3.4.11 It is prohibited to use email or any other messaging capability, such as Instant Messaging (IM) or Chat to send any credit card primary

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account numbers (PAN) (numbers embossed and/or encoded on a plastic credit card), as this number identifies the Card issuer and the cardholder credit card account.

5.3.5 Social Media Use:

5.3.5.1 See "Social Media Policy" (HRD-00103).

5.4 Suspension or Removal of Access Privileges:

5.4.1 Access to PMH computers/devices, networks, email, or any requested services will be discontinued by PMH upon termination of employment, contract expiration, end of service of a non-user, or violation of this policy. Access privileges may be suspended at any time by PMH as may be required during a security or privacy violation investigation, at the request of Human Resources, or where deemed necessary to protect the integrity of PMH networks and systems. When requested, users are expected to cooperate fully in any investigation of system abuse or security incidents. Failure to cooperate may be grounds for cancellation of access privileges and/or other disciplinary actions.

5.5 Reporting Information Security Incidents:

5.5.1 PMH implemented processes to help users promptly report events related to information security breaches and policy violations. Immediate reporting is essential, as certain viruses or malicious activity could rapidly escalate and spread throughout electronic resources across the organization. These processes and descriptions of types of security incidents are described in the policy "Security Incident Procedures" (HIP-00014).

5.6 Logging and Monitoring:

5.6.1 PMH users must be aware that activities on PMH computers/devices, application systems, network, Internet access, and e-mail usage are logged. These logs contain usage information, including, user identification, activity type, and date and time stamps. Logs may be routinely monitored, reviewed, and are available to designated authorized individuals responsible for investigation of complaints and monitoring compliance with PMH policies.

5.7 Requests for Activity Logs:

5.7.1 Requests for Activity Logs regarding individual activity (including, but not limited to, internet usage, email content and usage, and other similar information) requires written authorization by at least two (2) of the following three (3) parties:

5.7.1.1 Legal Office representative;

5.7.1.2 Human Resource Director and above (for information related to their business unit only); or

5.7.1.3 Compliance and Privacy Officer and above.

5.7.2 Managers with concerns about appropriateness of computer/device usage by users must first contact their site HR representative to determine whether the situation warrants extracting a log of the individual's computer/device activity and obtain pre-authorization from HR, with appropriate signatures, to request such logs (Attachment A).

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6.0 References:

- 6.1 Scripps Computer, Network and Email Usage (Acceptable Use) Policy S-FW-IM-2001

7.0 Attachment List:

- 7.1 Attachment A – Request for Activity Logs

8.0 Summary of Revisions:

- 8.1 Changed all PMHD to IVHD
- 8.2 Changed all Pioneers Memorial Healthcare District to Pioneers Memorial Hospital.
- 8.3 Updated Header.
- 8.4 Section 4.2 changed Twitter to X and U-Tube to YouTube.
- 8.5 Updated logo on attachment “Request for IS Activity Logs”

Request for IS Activity Logs

Policy: “Computer, Network and Email Usage (Acceptable Use)” ADM-000826

Requests for Activity Logs regarding individual activity (including, but not limited to, internet usage and email content and usage, and other similar information) requires written authorization by at least two (2) of the following three (3) parties:

- 1) Legal Office representative;
- 2) Human Resource Director and above (for information related to their business unit only); or
- 3) Compliance and Privacy Officer and above.

Date: _____

Name of user: _____

Reason for Request: _____

Name of supervisor: _____

Signature of supervisor: _____

Approval:

Signature Legal Office: _____

Signature CHRO: _____

Signature CPO: _____

Information Systems Use Only		
Issued by Printed Name:	Issued by Signature:	Issued Date:

Imperial Valley Healthcare District

Title: Employee Health Standing Orders – Work Instruction		Policy No. HRD-00120
		Page 1 of 4
Current Author: Lizbette Cordova RN		Effective: 2/1994
Latest Review/Revision Date: 09/01/2024		Manual: Human Resources

Collaborating Departments: Infection Control, Pharmacy, Dr. Mohammed Al-Jasim		Keywords: Guidelines		
Approval Route: List all required approval				
	PSQC	Other: Safety Committee 12/2024		
Clinical Service _____		MSQC 03/2025	MEC 03/2025	BOD 03/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 The purpose of the standing orders is to assist the Health Nurse and/or designee to provide screenings, vaccinations, limited treatment and advise employees who become sick or injured on duty.

2.0 Scope: Employee Health and/or Designee

3.0 Policy:

- 3.1 Employee Health nurse is able to provide first aid as indicated in policy, if necessary to IVHD employees.
- 3.2 Employee Health nurse may order follow-up testing as needed for bloodborne pathogen exposures.
- 3.3 Employee Health nurse may order follow-up testing as needed for annual tuberculosis screening and any conversions.
- 3.4 Employee Health nurse may administer employee vaccines and appropriate antibody testing follow-up.

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 Abrasions/Lacerations: Cleanse area with soap and water. Apply dressing. Assess immunization status for tetanus. If required, administer tetanus-diphtheria toxoid (TD) 0.5 mL IM. Refer to physician if wound involves:
 - 5.1.1 >2 cm (0.8 inch) in length or is deep (0.6 cm / 0.25 inch)
 - 5.1.2 Gaping or jagged edges
 - 5.1.3 Embedded material
 - 5.1.4 A cut producing a flap
 - 5.1.5 A serious cut to fingers, hands, toes, feet or is over joints (exposes fat, muscle, tendon or bone)
 - 5.1.6 Human / animal bite
 - 5.1.7 Facial laceration
 - 5.1.8 Functional disturbance
 - 5.1.9 Uncontrolled bleeding
 - 5.1.10 Gross contamination

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- 5.2 Anaphylactic Shock: Call a Code Blue; Perform CPR if necessary. Transfer to Emergency Department immediately.
- 5.2.1 Outpatient clinics: Notify PA/NP or physician. Call 911 for hospital transfer.
- 5.3 Asthmatic Reaction: Help employee take own medication, if available. Significant ongoing symptoms or status asthmaticus evident refer for medical evaluation.
- 5.4 Bloodborne Pathogen Exposure: Needlestick/sharp injury or exposed to blood or other body fluid, the following steps should be taken:
- 5.4.1 Wash needlestick and cuts with soap and water
- 5.4.2 Flush splashes to the nose, mouth, or skin with water
- 5.4.3 Irrigate eyes with clean water, saline, or sterile irrigates
- 5.4.4 Refer to Emergency Department immediately for assessment of the injury, exposure risk and need for chemo-prophylaxis. Hepatitis Panel, Hepatitis B Surface Antibody Quantitative, and HIV antibody status (baseline testing) should be established. Employee should be retested six (6) weeks, three (3) months and six (6) months post exposure to determine if transmission has occurred if source status is unknown or positive.
- 5.5 Chronic Low Back Pain: Advise of over the counter (OTC) anti-inflammatory drugs. Apply heat. Medical evaluation for any changes or increase in pain.
- 5.6 Cumulative Trauma Disorder (CTD): Apply hot soaks for 10 – 15 minutes four times a day as needed. Apply bandage or splint. Advise of OTC anti-inflammatory drugs. Refer to physician if symptoms continue after 3 days, continual pain or limited movement.
- 5.7 Contusion: Elevate affected part. Apply cold compresses to area for 10 minutes, remove for 5 minutes, the reapply 3 – 4 times to reduce edema formation. Apply elastic pressure bandage to reduce edema formation. Advise OTC analgesic. Advise warm moist heat after swelling is reduced; usually after 48 hours. Refer to physician for persistent soreness or disability.
- 5.8 Dermatitis: Mild cases; cool wet compresses. Advise of OTC topical medications. Refer to physician for acute, severe persistent or recurrent dermatitis, or infection.
- 5.9 Headache: Advise of OTC analgesics. Encourage rest in a darkened quiet room. Refer to physician for severe complaints not relieved with treatment.
- 5.10 Hepatitis A Vaccination: Administer Hepatitis A Vaccine, Havrix 1440 IU (VAQTA 50 units) IM deltoid to employees at risk of exposure and others as per policy. Two (2) doses are required; second dose to be given six (6) months after the first. Document in CERNER for CAIR entry.
- 5.11 Hepatitis B Vaccination: Administer Hepatitis B Vaccine (recombinant) 20 mcg IM deltoid to employees at risk for bloodborne pathogen exposure and other as per policy. Three (3) doses required: second dose 1 month after first and third dose 6 months after first. . Document in CERNER for CAIR entry.
- 5.11.1 Test for hepatitis B surface antibody (anti-HBs) to document immunity 1 – 2 months after third dose. If anti-HBs is at least 10 mIU/mL (positive), the employee is immune. No further serologic testing or vaccination is recommended.

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- 5.11.2 If anti-HBs is less than 10 mIU/mL (negative), the employee is unprotected. Revaccinate with a 3-dose series. Retest anti-HBs 1 -2 months after dose #3. If anti-HBs is negative after 6 doses of vaccine, employee is a non-responder.
- 5.12 Influenza: Advise of OTC drugs; to increase fluid intake and rest. Should stay at home at least 24 hours after fever is gone. Refer to physician if bacterial infection suspected, severely ill, debilitated or pregnant. . Document in CERNER for CAIR entry.
- 5.13 Influenza Virus Vaccination: Administer Influenza Virus Vaccine (Inactivated) 0.5mL IM deltoid to Employees, Women's Auxiliary, Adult Volunteers, Contract Employees, Nursing Instructors and Students as it becomes available. Administer vaccine annually as recommended by the Center for Disease Control and the Health Department.
- 5.14 Insect Sting: Assess employee for mild or severe allergy. Remove stinger, cleanse site. Apply ice to limit swelling, elevate limb. Assess immunization status for tetanus; if required, administer tetanus-diphtheria toxoid (Td) 0.5 mL. Refer to physician if severe reaction, previous history or evidence of allergic sensitivity, general allergic response, or stings around mouth or throat or multiple stings.
- 5.15 Measles, Mumps, Rubella Vaccination: May administer 2 doses of Measles, Mumps, Rubella Virus vaccine (MMR) 0.5 mL SQ, 4 weeks apart to employees found not to have immunity. . Document in CERNER for CAIR entry.
- 5.16 Pharyngitis: Advise of OTC analgesics, decongestant if needed. Advise rest, increase fluid intake. Employees with temperature >101 F should be sent home. Refer to physician if antibiotic treatment needed or temperature greater than 101 F.
- 5.17 Sprain: Rest injured part. Ice to affected part for 15 minutes 4 times a day for 48 hours. Compress injury with dressing to control swelling. Elevate affected part. Advise of OTC anti-inflammatory drugs. Refer to physician if persistent soreness or disability.
- 5.18 Tetanus, Diphtheria and Pertussis (Tdap) Vaccination: Administer Tdap vaccine, 0.5 mL IM deltoid to employees who have not or unsure if they have previously received a dose of Tdap (one-time dose), as soon as feasible, without regard to the interval since the previous dose of Tdap. Then, should receive Tdap booster every 10 years thereafter. . Document in CERNER for CAIR entry.
- 5.19 Upper Respiratory Infection (Common cold): Advise of OTC decongestants, analgesics. Advise to increase fluid intake and rest. Employee with temperature >101 F should be sent home. Refer to physician for moderate amounts of purulent sputum, pleuritic chest pain, indications of lower respiratory involvement, severe and/or persistent cold symptoms.
- 5.20 COVID Vaccine: If available, administer COVID vaccine per CDC recommendations and according to last dose received. If receiving primary series, two doses recommended 0.3mL, 3 weeks apart. If employee has not received 2024-2025 dose, give 1 dose at least 8 weeks after the previous dose. Employees may be reimbursed for COVID vaccine administered elsewhere, if vaccine is not available through IVHD.

6.0 References:

- 6.1 Clinician Consultation Center. <http://nccc.ucsf.edu/clinical-resources/pep-resources/pep-quick-guide/>

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- 6.2 Aerosol Transmission Plan (ATP) CLN-02378
- 6.3 National Institute for Occupational Safety and Health (NIOSH)
- 6.4 Treatment of Allergic Reactions 01860-CLN

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

Added section 5.20 regarding COVID vaccine administration.
Added section 3.3 regarding testing for annual tb screening, post exposure testing, conversions.
Added vaccine documentation into CERNER for CAIR entry.
Dr. Al-Jasim added as physician reviewer
Updated from PMDH to IVHD

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Collaborating Departments: Risk/Quality; Human Resource; Safety Officer; Pharmacy	Keywords: Hazardous Materials and Waste Management System		
Approval Route: List all required approval			
PSQC	Other: <u>Safety Committee</u> 1/2025		
Clinical Service Radiology 4/2025	MSQC 5/2025	MEC 5/2025	BOD 6/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 To establish, implement, monitor, and document evidence of an ongoing program for the management of hazardous materials and waste.
- 1.2 To ensure that there is minimal risk to patients, personnel, visitors, and the community environment within the confines of IVHD

2.0 Scope: District wide

3.0 Policy:

- 3.1 The program describes the responsibilities, functions, and mechanisms the hospital carries out to provide for protection of patient, staff and visitors from all materials, and waste that require special handling.
 - 3.1.1 The person responsible for implementing this plan is the Environmental Services Manager, (760) 351-4644 at 207 West Legion Road, Brawley, CA 92227.
 - 3.1.2 The Hazardous Materials and Waste Management System consists of these overlapping programs and functions:
 - 3.1.2.1 Risk Management Program
 - 3.1.2.2 Employee Orientation Program
 - 3.1.2.3 Education Program
 - 3.1.2.4 Safety Plan
 - 3.1.2.5 Quality Resources
 - 3.1.2.6 Emergency Management Plan
 - 3.1.2.7 Life Safety Plan
 - 3.1.2.8 Safety Committee
 - 3.1.2.9 Notification Requirements

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 The Hazardous Materials and Waste Management System is implemented by creating, maintaining, evaluating, and improving policies and procedures for managing environmental hazards.
- 5.2 The process for creating these actions is through the Safety Committee.

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- 5.2.1 To develop a system that addresses the identification of hazardous waste and material from the point of entry into the facility to the point of final disposal.
- 5.2.2 To develop a system for managing hazardous materials and waste safely
- 5.2.3 To ensure the policies and procedures related to the various hazardous materials and waste are reviewed, revised, and approved at least annually by the appropriate committees.
- 5.2.4 To provide adequate supervision of hospital personnel
- 5.2.5 To enhance coordination and communication among departments, services, and committee of the hospital
- 5.3 Types of Bio Hazardous Waste generated
 - 5.3.1 Blood or Body Fluids: Liquid blood elements or other regulated body fluids, or articles contaminated with bloody or body fluids.
 - 5.3.2 Sharps: syringes, needles, blades, broken glass
 - 5.3.3 Isolation Waste: Waste contaminated with excretion, exudates, or secretions from humans who are isolated due to highly communicable disease.
 - 5.3.3.1 Pathological Waste
 - 5.3.3.2 Chemo Waste
 - 5.3.3.3 Pharmaceutical Waste
 - 5.3.4 Each of the following classes of waste is separated at the time of generation and placed in the appropriately labeled containers
 - 5.3.4.1 General Waste is all non-hazardous waste that cannot be classified in any other category. It is placed in brown-bagged waste receptacles and transported by the housekeeping department to the compactor. The city garbage company transports this material to the landfill. The environmental services staff is responsible for delivery of all solid waste to the hospital compactor and for delivering all red bagged waste to the holding area.
 - 5.3.4.2 Biohazardous Waste is waste contaminated (soiled) by body fluid or infections' materials placed in red bags and transported in containers to a locked hazardous waste compound.
 - 5.3.4.2.1 Container and Labeling Requirements
 - 5.3.4.2.1.1 Initially in red biohazard bag, labeled with the words "Bio Hazardous Waste" or with biohazard symbol and the word "BIOHAZARD"
 - 5.3.4.2.1.2 Secondly in rigid, leak resistance container with tight fittings lids of any color, labeled with "Biohazardous Waste" or biohazard symbol and the

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word "Biohazard" on the lid and sides so as to be visible from any lateral direction.

5.3.4.2.1.3 What can go in the container

5.3.4.2.1.3.1 Cultures and stocks of infections agents

5.3.4.2.1.3.2 Items soaked or caked with blood or other infectious materials

5.3.4.2.1.3.3 Suction canisters

5.3.4.2.1.3.4 ET tubes

5.3.4.2.1.3.5 Culture plates

5.3.4.2.1.3.6 Bloody disposable gowns/gloves

5.3.4.2.2 Storage Requirements: May not be stored longer than 7 days

5.3.4.3 Sharps Waste (needles, syringes, and other sharp implements) are immediately placed in puncture proof disposal containers. When the containers are 2/3 full they are sealed and placed in biohazardous bag infectious waste trash and taken to storage area for biohazard waste pick up.

5.3.4.3.1 Container and Labeling Requirements:

5.3.4.3.1.1 Rigid puncture resistant container that, when sealed, is leak resistant and cannot be opened without great difficulty

5.3.4.3.1.2 Containers should be labeled with the words "sharps waste" or with the biohazard symbol and the word "BIOHAZARD".

5.3.4.3.1.3 What can go in the container

5.3.4.3.1.3.1 Devices and implements that could potentially puncture or cut the skin, and/or otherwise cause percutaneous injury, e.g.

5.3.4.3.1.3.2 Sharps with or without engineered injury protection

5.3.4.3.1.3.3 All disposable needles

5.3.4.3.1.3.4 All disposable syringes with needles

5.3.4.3.1.3.5 Scalpels/blades

5.3.4.3.1.4 Storage Requirement: May not be stored longer than 7 days.

5.3.4.4 Trace Chemo is disposed of in yellow containers marked Chemotherapy waste. Empty vials, empty IV tubing, gowns, or gloved contaminated from chemo administration.

5.3.4.4.1 The disposal of antineoplastic waste is the joint responsibility of pharmacy, nursing, and environmental services. Pharmacy and nursing personnel are responsible for placing all antineoplastic waste, all trace contaminated (e.g., vials, ampules, IV bottles/gas, tubing and sharps) in the specially marked, yellow collection container labeled with chemotherapy waste hazard

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labels. When the container is full, without compacting the locking lid is placed on top and secured. Gowns, gloves, and other non-sharp object may also be deposited in the container. These containers are picked up for transport to an approved Incineration Facility where biohazardous waste is treated. Sharps chemo must be segregated in separate containers from non-sharps to minimize the risk of needle stick.

5.3.4.4.2 Container and Labeling Requirements:

5.3.4.4.2.1 Yellow BD Chemo/Sharps container marked "Chemotherapy Waste", "CHEMO". Or other label approved by the CDPH on the lid and sides.

5.3.4.4.3 What can go in the container

5.3.4.4.3.1 Empty vials, empty IV tubing from chemo administration

5.3.4.4.3.2 Gowns and gloves contaminated from chemo administration

5.3.4.4.3.3 Sharps chemo must be segregated in separate container from non-sharps to minimize risk of needle stick

5.3.4.4.4 Storage Requirements: May not be stored longer than 7 days.

5.3.4.5 Pathology Waste including surgery specimens or tissues, limbs labeled pathological waste or pathological containers. These are sealed and collected by housekeeping personnel and taken to storage area for biohazard waste and transported for Incineration Only.

5.3.4.5.1 Container and Labeling Requirements:

5.3.4.5.2 Rigid, leak resistant container with tight fitting lids of any color. Labeled with the words "Pathology Waste". "PATH" or other label approved by the CDPH on lid and sides so as to be visible from any lateral direction.

5.3.4.5.2.1 What can do in the container

5.3.4.5.2.1.1 Surgery specimens or tissues which have been fixed in formalin or other fixatives. Fixatives must be decanted off prior to disposal.

5.3.4.5.2.1.2 Fetal remains cannot go in these containers. They must be placed in zip lock or sealable plastic containers for disposal to crematorium.

5.3.4.5.2.2 Storage Requirement: May not be stored longer than 7 days.

5.3.4.5.3 For purposes of this subdivision, a container, or inner liner removed from a container, which previously contained a chemotherapeutic agent, is empty if the container or inner liner removed from the container has been emptied by the generator as much as possible using methods commonly employed to

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remove water or material from containers or liners, so that the following conditions are met:

5.3.4.5.4 If the material which the container or inner liner held is pourable, no material can be poured or drained from the container or inner level when held in any orientation, including, but not limited to, when tilted or inverted.

5.3.4.5.5 If the material which the container or inner liner held is not pourable, no material or waste remains in the container or inner liner that can feasibly be removed by scraping.

5.3.4.6 Controlled Substances

5.3.4.6.1 Regulatory Reference: California Earthquake Authority, Resource Conservation and Recovery Act (RCRA) and California Medical Waste Mgt. Act

5.3.4.6.2 Container and Labeling Requirements:

5.3.4.6.3 Depends on classification of controlled substances. For the majority that are California only hazardous pharmaceutical wastes, "Incineration Only" or other label approved by the DHS on lid and sides so as to be visible from any lateral direction.

NOTE: Pharmacy Container not approved for sharp's waste.

5.3.4.6.3.1 What can go in the container

5.3.4.6.3.1.1 DEA Schedule 2-5 narcotics. Most diluted injectable classified as pharmacy waste and must be sent for incineration. Some solids are P & U listed and must be sent as RCRA wastes.

5.3.4.6.3.1.2 Storage Requirements: ON-site for no longer than 90 days. Once the container is ready for disposal, must be emptied at least once per year.

5.3.4.6.3.1.3 Returned of expired medication is sent to Inmar EXP Healthcare, 48021 Warm Spring Blvd, Fremont, CA 94539

5.3.4.7 Pharmaceutical Non-Sharps waste narcotics are put in a container that is labeled incinerate only. They are removed by security and transported to an incinerator site.

5.3.4.7.1 Container and Labeling Requirements:

5.3.4.7.1.1 Rigid, leak resistant container with the tight fitting lid of any color

5.3.4.7.1.1.1 Labeled with the words "Incineration Only" or other label approved by the CDPH on lid and sides so as to be visible from any lateral direction. Waste narcotics are the responsibility of the department generating the waste. Each

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department has a sharps container marked (Incinerator only). Waste narcotics, including syringes will be wasted in the container and pills will be grounded up to make them non retrievable. They will be placed in this container and are periodically shipped via medical waste hauler to be incinerated. *NOTE:* Container not approved for sharp's waste.

5.3.4.7.1.2 What can go in the container

5.3.4.7.1.2.1 All non-RCRA pharmaceuticals except list of 24 tested by Kaiser and found to not be California Haz Waste. Contact local Publicly Owned Treatment Works (POTW) to receive approval for sewerage.

5.3.4.7.1.2.2 Partial vials and IV bags containing medications

5.3.4.7.1.2.3 Sharps go in red sharps container.

5.3.4.7.1.2.4 Live and attenuated vaccines

5.3.4.7.1.3 Storage Requirements: On-Site for no longer than 90 days. If <10 lbs/yr can store for 1 year

5.3.4.8 Hazardous Waste chemicals, liquid, dry powder, etc. must be stored in leak proof containers compatible with the waste. Hazardous waste label stating chemical hazard with start date and origin data

5.3.4.8.1 Container and Labeling Requirement

5.3.4.8.1.1 Vary by waste type and volume but must be leak proof and compatible with the waste.

5.3.4.8.1.2 "Hazardous Waste" labels stating chemical hazard, "Accumulation Star Date" and Facility/Department generating waste.

5.3.4.8.2 What can go in the container

5.3.4.8.2.1 All chemical wastes that are characteristically hazardous or listed

5.3.4.8.2.2 All RCRA P&U listed Bulk Chemotherapy Dry Powders (list of 19)

5.3.4.8.2.3 All pharmaceuticals that are RCRA Characteristic or listed waste (see Attachment A-RCRA Table)

5.3.4.8.3 Storage Requirements: Storage time limits vary with generators status and TSDF distance. The responsibility of disposing of

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chemical waste rests with engineering under the coordination of Safety Manager.

5.3.4.9 Universal Waste included batteries, mercury thermometers, lamps, fluorescent, neon, sodium vapor, halide, electrical devices, TV sets, telephone, etc.

5.3.4.9.1 Container and Labeling Requirements: vary by waste type.

5.3.4.9.2 What can go in the container

5.3.4.9.2.1 Batteries except Lead Acid, which are hazardous waste, must have accumulation date.

5.3.4.9.2.2 Mercury containing thermostats switches (including motor vehicle light switches), thermometers, dental amalgam, pressure or vacuum gauges, GL dilators, gas, gas flow regulators and more, must have accumulation date.

5.3.4.9.2.3 Lamps, (including all fluorescent), neon, high intensity discharge, sodium vapor and metal halide, must have accumulation date.

5.3.4.9.2.4 Consumer electronic devices including Cathode Ray Tube, TVs, computers, telephones, answering machines, etc. These items must have accumulation date. Imperial Valley Resource Management Agency accepts small quantity e-waste and all documents are collected and filed in the Facilities Office.

5.3.4.9.3 Storage Requirements: not to exceed 12 months from accumulation date.

5.3.4.10 Radiological Waste is the responsibility of the nuclear medicine department and is disposed of in accordance with the Nuclear Regulatory Commission and State of California rules and regulations.

5.3.4.10.1 Liquid radioactive waste will be disposed of in accordance with Section 20.303 of 10 codes of Federal Regulations Part 20. Liquid medical waste is diluted 100 parts water to 1 part waste and flushed to sewer system, only if the waste does not constitute bio hazardous laboratory waste or microbiological specimens as defined in MWMA and (B) discharge is consistent requirements established by the California Regional Water Quality Control Board.

5.3.4.10.2 Waste gases are the responsibility of anesthesia and central supply, who have written procedures for disposal of their waste gases.

5.3.4.10.3 Medical waste is removed from the hospital premises by a licensed Medical Waste Hauler, Thermal Combustion Innovators, Inc., 241 W. Laurel Street, Colton, CA 92324, (909) 370-0730 and transported to an approved incineration facility

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where the waste is treated. TCI has an agreement with Healthcare Environmental in Fargo, North Dakota to provide emergency-backup contingency treatment services, along with treatment facilities in Ventura and Los Angeles Counties and in the State of Utah. In case of additional transportation being required, TCI can engage contingency transportation assistance from Black Gold Industries, 527 North Rice Avenue, Oxnard, CA 93030, (805) 981-4616, Aipura LLC, 7106 Marcella Street, Paramount, CA 90723, (213) 814-3644, and other licensed transporters. The monthly averages for the following medical waste hauled are as follows:

5.3.4.10.3.1	Bio-Sharp	6817.1lbs.
5.3.4.10.3.2	Path	174.5 lbs.
5.3.4.10.3.3	Chemo	104.5 lbs.
5.3.4.10.3.4	Pharm	678.9 lbs.

5.3.5 The control of all hazardous materials and waste in the institution will be done by one of the following methods:

- 5.3.5.1 Containment
- 5.3.5.2 Dilution
- 5.3.5.3 Disinfection
- 5.3.5.4 General Housekeeping
- 5.3.5.5 Isolation
- 5.3.5.6 Neutralizing
- 5.3.5.7 Segregation
- 5.3.5.8 Substitution
- 5.3.5.9 Ventilation
- 5.3.5.10 Wetting

5.3.5.10.1 All of PMH clinics generate biohazardous waste. A current Limited Quantity Hauling Exemption is maintained for each site. Waste is delivered by designated personnel to PMH Biohazardous Waste Storage Facility then transported to a licensed treatment facility.

5.3.5.10.2 The hospital will not accept Biohazardous waste from any other facility not covered under The Limited Quantity Hauling Exemption.

5.3.6 Bio hazardous Waste is contained separately from other wastes at the point of generation. In non-patient areas, solid waste is not to be disposed of in biohazardous waste containment devices. When cleaning patient care areas, Environmental Services will place all biohazardous waste into RED biohazard bags labeled with the words, "Biohazard". These bags are to be impervious to moisture and have strength sufficient to preclude ripping, tearing, or bursting under normal use and handling. The biohazard bag used must be constructed of material that will pass the 165 gram dropped dart impact resistance test as

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required by Standard D of the ASTM documentation from the manufacturer of compliance with these minimum construction standards will be kept on file in the safety office. All waste placed in a red biohazardous bag will be considered to be biohazardous waste. The bags will be carefully tied to prevent spillage in the event the bag is dumped upside down. All sharps will be placed in a sharps container labeled with the words "SHARPS WASTE" or with the international biohazard symbol and the word "Biohazard". Sharp container will be in rigid puncture proof containers that when sealed is leak resistant and cannot be reopened without great difficulty. Sharps containers shall be considered "full" when they reach 2/3 capacity or the manufacturers full line. Lids on filled sharps containers must be snapped closed, taped, or otherwise sealed to prevent loss of contents prior to disposal. Bio Hazardous waste will be stored and transported in rigid containers to the biohazardous waste storage area. The containers will be labeled with the words "Biohazardous Waste", or the word "Biohazard", and the international biohazard symbol. This storage area will be locked at all times. Access will be limited to environmental services and engineering department personnel and the key will be available only from the environmental services office.

5.3.6.1 Waste consisting of medical and non-medical waste will be handled as biohazardous waste except as follows:

- 5.3.6.1.1 Bio hazardous waste mixed with hazardous waste will be treated as hazardous waste.
- 5.3.6.1.2 Bio hazardous waste mixed with radioactive waste will be treated as radioactive waste.
- 5.3.6.1.3 Bio Hazardous waste mixed with hazardous and radioactive waste will be treated as radioactive waste.

5.3.7 All biohazardous waste will be collected and stored in the locked biohazardous waste storage area until transported by the bio hazardous waste hauler. All biohazardous waste shall be stored handled or transported in containers that are leak resistant, have tight fitting covers, and are kept clean and in good repair. This area shall be marked with warning signs saying in English, "CAUTION BIOHAZARDOUS WASTE STORAGE AREA – UNAUTHORIZED PERSONS KEEP OUT," and in Spanish, "CUIDADO – ZONA DE RESIDUOS BIOLOGICOS PELIGROSOS – PROHIBIDA LA ENTRADA A PERSONSA NO AUTHORIZADA". Biohazard bags and filled sharps containers shall not be stored for more than 7 days at a temperature above 32 degrees Fahrenheit. This 7-day period begins when any waste has been placed in the bag container. All reusable rigid containers that are used for accumulation, transportation, and storage of biohazardous waste shall be washed and decontaminated after a maximum of 7 days or less if visibly soiled. The approved method for decontamination at this hospital is the use of a bleach solution diluted 1:10. The solution should be

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allowed contact with the surface for a minimum of 3 minutes. The amount of solution mixed will be no more than can be used at any one time.

- 5.3.8 Records of biohazardous waste will be kept in the facilities office and retained for a minimum of seven years.
- 5.4 Emergency Response Procedure
 - 5.4.1 Please refer to Policy # DPS-00534, Emergency Action Plan for Cleanup of Medical Waste Spills for details.
 - 5.4.2 The manager of the hazardous materials and waste management system components develop and maintain emergency procedures and controls designed to assure rapid, effective response to spills and releases of or exposures
 - 5.4.3 The emergency procedures and controls are designed to evaluate spills to determine if outside assistance is necessary. Incidental spills are managed by staff with training appropriate to the type of spill. All spills are documented as incidents.
 - 5.4.4 Spills exceeding the capability of the trained staff of PMH to neutralize the hazard and to manage the cleanup and disposal of the waste generated require implementation of the emergency response plan. In all such cases, the Incident Commander assigns qualified staff to assess the area affected to determine if evacuation, ventilation, isolation, or other actions are required to manage the hazards until a commercial or fire department HAZMAT team arrives on site. The PMHD Incident Commander works with the outside Incident Commander to coordinates the procedures for neutralizing and cleaning up the spill in a manner that minimizes human and environmental impact.
 - 5.4.5 The incident commander and the safety officer prepare and file appropriate QRR incident reports with the risk manager and with outside regulatory agencies as required.
 - 5.4.6 If spill kits, personal protective equipment, or other equipment and supplies were expended during the management of a spill, the safety officer is responsible for acquiring and stocking replacements to appropriate areas.
 - 5.4.7 Safety Monitoring
 - 5.4.7.1 Area monitoring, and staff monitoring, for dangerous levels of hazardous materials and waste are done individually in the applicable departments according to all applicable laws and regulations. Finding from these reports are submitted to the Patient Safety Quality Council.
 - 5.4.8 Alcohol Based Hand Cleaners
 - 5.4.8.1 Notwithstanding any provisions of the 2012 edition of the Life Safety Code to the contrary, a hospital may install alcohol-based hand rub dispensers in its facility if:
 - 5.4.8.1.1 Use of alcohol-based hand rub dispensers does not conflict with any state or local codes that prohibit or otherwise restrict the

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placement of alcohol-based hand rub dispensers in health care facilities;

- 5.4.8.1.1.1 The dispensers are installed in a manner that minimizes leaks and spills that could lead to falls;
- 5.4.8.1.1.2 The dispensers are installed in a manner that adequately protects against inappropriate access;
- 5.4.8.1.1.3 The dispensers are maintained in accordance with dispenser manufacturer guidelines;
- 5.4.8.1.1.4 If dispensers are stored in corridors, the corridor must be a minimum of 72 inches;
- 5.4.8.1.1.5 The maximum individual dispenser fluid capacity shall be:
 - 5.4.8.1.1.5.1 1.2 liters (0.3 gallons) for dispensers in rooms, corridors, and areas open to corridors.
 - 5.4.8.1.1.5.2 2.0 liters (0.5 gallons) for dispensers in suites of rooms
- 5.4.8.1.1.6 The dispensers shall have a minimum horizontal spacing of 4 ft. (1.2m) from each other.
- 5.4.8.1.1.7 Not more than an aggregate 37.8 liters (10 gallons) of alcohol base hand rub solution shall be in use in a single smoke compartment outside of a storage cabinet.
- 5.4.8.1.1.8 Storage of quantities greater than 18.9 liters (5 gallons) in a single smoke compartment shall meet the requirements of NFPA 30, Flammable and Combustible Liquids Code.
- 5.4.8.1.1.9 The dispensers shall not be installed over or directly adjacent to an ignition source;
- 5.4.8.1.1.10 In locations with carpeted floor coverings, dispensers installed directly over carpeted surfaces shall be permitted only in sprinklered smoke compartments.
- 5.4.8.1.1.11 Where minimum corridor width is 72 inches (1830 mm), projections of maximum 6 inches (152 mm) from the corridor wall, above the handrail, shall be

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permitted for the installation of hand-rub dispensing units.

- 5.5 In anesthetizing locations, which use alcohol-based skin preparations, have implemented effective fire risk reductions measures which include:
- 5.6 The use of unit dose skin prep solutions;
- 5.7 Application of skin prep follows manufacture/supplier instructions and warnings;
- 5.8 Sterile towels are used to absorb drips and runs during the application and then removed from the anesthetizing location prior to draping;
- 5.9 Verifying that all of the above has occurred prior to initiating the surgical procedure
- 5.10 Nonflammable medical gas located outside of an enclosure, in use for patients, does not exceed 300 cubic feet per smoke compartment.
- 5.11 Enforcement is necessary for the safe day-to-day operation, management, and coordination of a Hazardous Materials and Waste Management System. Enforcement is not an end unto itself, rather a means to achieve a goal of lessening and/or abating the hazardous materials and waste generated within the hospital. The principal ingredients of enforcement of this plan will be:
- 5.12 The Hazardous Material and Waste Management Plan is reviewed annually by the following committees:
 - 5.12.1 Safety Committee for chemical waste and physical hazards
 - 5.12.2 Radiation Safety Committee for radioactive waste hazards.
 - 5.12.3 The Annual Report will be presented to the Board of Directors for approval.
 - 5.12.4 Departmental policies and procedures are reviewed and revised annually.
 - 5.12.5 The Environmental Services Manager will be the liaison between the staff, department, administration, and outside agencies.
 - 5.12.6 Coordinated enforcement with outside agencies, such as Emergency Water Plan, Fire Plan, and Community Disaster Plan, etc
 - 5.12.7 Review and evaluation of individual case reports of incidents/and or accidents.
 - 5.12.8 Establishment and maintenance of a record-keeping system, i.e. Safety Data Sheet (SDS), etc
 - 5.12.9 Implementation of all measures outlined in this plan
 - 5.12.10 Systematic monitoring to assure compliance with the different segments of the plan.
- 5.13 Emergency Action Plan
 - 5.13.1 While it is highly unlikely that our waste management service would experience a shutdown of operations, contingencies includes use of an alternate hauler or retention of the medical waste for no more than 7 days. Another contingency for less well-defined emergency situations would be to contact the Department of Public Health Medical Waste Program for guidance.
 - 5.13.2 Our Medical Waste Management Company has agreed to assist PMH in the event of a natural disaster to handle bio-hazardous waste. In order to prevent

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interruption of services in the event of an emergency, PMH has on file a backup waste management service.

6.0 References:

- 6.1 Medical Waste Management Act (H&S Code 11760-118360)
- 6.2 CEA, RCRA and California Medical Waste Management Act
- 6.3 Title 40, Code of Federal Regulations and Title 22, California Code Regs
- 6.4 California Health & Safety Code 25150.6
- 6.5 NFPA 30 "Flammable and Combustible Liquids Code"
- 6.6 OSHA 29 CFR 1910
- 6.7 EPA
- 6.8 USP 797 – Pharmacy Compounding
- 6.9 NRC – Nuclear Regulatory Commission
- 6.10 CMS CoP – Centers for Medicaid and Medicare Services Conditions of Participation
- 6.11 DNV NIAHO National Integrated Accreditation for Healthcare Organizations – Physical Environment Chapter – PE.5, SR.1, SR.2, SR.3, SR.4, SR.5, SR.6, SR.7,

7.0 Attachment List:

- 7.1 Attachment A – RCRA P and U

8.0 Summary of Revisions:

- 8.1 Removed contact name and changed phone number 3.1.1
- 8.2 Changed PMHD to PMH

I declare under penalty of law that to the best of my knowledge and belief that the statements made herein is complete and accurate.

Signature/Title: _____ Date: _____
Manager of Environmental Services

Signature/Title: _____ Date: _____
Chief Executive Officer

RCRA P-Listed Waste Codes

Note: must contain constituent as sole-active ingredient and be unused or discarded

Waste Code	Constituent of Concern	Product Name Examples:
P001	Warfarin & salts (concentration > 0.3%)	Coumadin; Warfarin
P012	Arsenic trioxide	Trisenox
P042	Epinephrine	Adrenalin; EpiPen; Eppy/N; Epifrin; Epinal; Anaphalaxis kit; Epinephrine (inhalants, injectibles, kits); Racepinephrine; Racord; Primatene aerosol inhaler
P046	Phentermine	Phentermine (CIV)
P075	Nicotine & salts	Nicotine patches; Habitrol; Nicoderm; Nicorette; Nicotrol; Tetrahydronicotyrine
P188	Physostigmine salicylate	aka Eserine salicylate
P204	Physostigmine	aka Eserine

The electronic version of this policy supersedes any printed copy.

<u>RCRA U-Listed Waste Codes</u>		
<i>Note: must contain constituent as sole-active ingredient and be unused or discarded</i>		
Waste Code	Constituent of Concern	Product Name Examples:
U010	Mitomycin C	Mitomycin; Mitomycin C; Mutamycin; Mutamycin VHA Plus
U015	Azaserine	Chemotherapy for leukemia
U034	Chloral / Chloral hydrate	Chloral hydrate (CIV)
U035	Chlorambucil	Leukeran
U044	<i>Chloroform</i>	<i>Not commonly seen</i>
U058	Cyclophosphamide	CTX; Cytosan injection, Lycoprilized/VHA Plus; Neosar; Procytox
U059	Daunomycin	Daunorubicin, Cerubidin, DaunoXome, Rubidomycin; Liposomal; Idarubicin/Idamycin; Daunomycin
U075	Dichlorodifluoromethane	Dichlorodifluoromethane
U089	Diethylstilbesterol	Diethylstilbestrol, DES (synthetic estrogen), Stilphostrol
U121	Trichloromonofluoromethane	Trichlorofluoromethane
U129	Lindane	G-Well shampoo; Kwell; shampoo
U132	Hexachlorophene	Phisohex disinfectant
U150	Melphalan	Alkeran; L-PAM; Melphalan
U151	Mercury	Mercurochrome; Mercury iodide; Mercury chloride; Mercury sulfate

The electronic version of this policy supersedes any printed copy.

U182	Paraldehyde	Paral; Paraldehyde (CIV)
U187	Phenacetin	Acetophenetidin; typically veterinary
U188	Phenol	Phenol; Liquified phenol
U200	Reserpine	Resperine
U201	Resorcinol	Resorcinol
U205	Selenium sulfide	Exsel shampoo; selenium sulfide; Selsun
U206	Streptozotocin	Streptozotocin; Streptozocin; Zanosar
U237	<i>Uracil mustard</i>	<i>Not commonly seen: Uracil mustard; Uramustine</i>
U248	Warfarin & salts (concentration $\leq$ 0.3%)	Warfarin

Imperial Valley Healthcare District

Title: Hepatitis B Vaccination Program		Policy No. HRD-00109
Current Author: Lizbette Cordova, RN		Page 1 of 2
Latest Review/Revision Date: 08/2024		Effective: 11/1/1993
Manual: HR / Employee Health		

Collaborating Departments: Infection Control, Pharmacy, Dr. Mohammed Al-Jasim	Keywords: Hepatitis, Exposure		
Approval Route: List all required approval			
PSQC	Other: Safety Committee 12/2024		
Clinical Service _____	MSQC 3/2025	MEC 3/2025	BOD 3/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 For the protection of employees against the Hepatitis B virus (HBV)

2.0 Scope:

- 2.1 Employees at risk for occupational exposure to blood or other potentially infectious body fluids/material. The program is also open to physicians.

3.0 Policy:

- 3.1 Vaccine shall be offered at no cost to employees identified to be at risk for occupational exposure to blood or other potentially infectious body fluids/material. Refusal to be immunized will be documented. Employee may change their mind and be immunized.
- 3.2 High-risk areas are considered to be Emergency Department, Surgery, all nursing units, including clinics, Laboratory, Radiology, Cardio-Pulmonary, Environmental Services, Bio-Med, Security, and Engineering.
- 3.3 Human Resources and the Employee Health Nurse will coordinate the program. Records will be maintained by Employee Health/Human Resources.

4.0 Definitions:

- 4.1 Hepatitis B is a virus infection of the liver caused by Hepatitis B Virus (HBV). Body substances capable of transmitting HBV include: blood and blood products; cerebrospinal fluid; peritoneal, pleural, pericardial and synovial fluid; amniotic fluid; semen and vaginal secretion, and other body fluid containing blood. Transmission occurs by percutaneous, (Intravenous, intramuscular, subcutaneous, or intradermal) and permucosal exposure to infective body fluids.

5.0 Procedure:

- 5.1 During the hiring process, immunity status will be obtained by a blood test.
- 5.2 All employees shall be informed of the vaccination program at the time of hire and as part of the orientation program/physical.
- 5.3 If employees do not have proof of immunity by either a blood test or proof of previously received vaccine series, they must either receive or decline the vaccine. If the employee declines the vaccine, they may change their mind and receive it, in the future.
- 5.4 Employees will receive the vaccination during the new hire physical or contact the Employee Health Nurse in the Human Resources Department to arrange vaccination.
- 5.5 Three doses of the vaccine are required to achieve immunity; at 1 and 6 months from first dose.

Imperial Valley Healthcare District

Title: Hepatitis B Vaccination Program		Policy No. HRD-00109
Current Author: Lizbette Cordova, RN		Page 2 of 2
Latest Review/Revision Date: 08/2024		Effective: 11/1/1993
		Manual: HR / Employee Health

5.6 Antibody testing may be done 1 to 2 months after the 3rd dose.

5.7 If antibody level is less than 10, the vaccination series will be repeated one time.

6.0 References:

6.1 Cal/OHSA – <http://www.dir.ca.gov/title8/5193.html>

6.2 Centers for Disease Control

6.3 Immunization Action Coalition

6.4 Occupation Safety and Health Administration –
https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html

7.0 Attachment List:

7.1 Attachment A – Informed Consent for Hepatitis B Vaccine

8.0 Summary of Revisions:

8.1 Scheduled Revision; no changes to intent

8.2 Updated from PMHD to IVHD

8.3 Added Dr. Al-Jasim as physician reviewer

Hepatitis B Vaccination Consent Form

Name:	Date of Birth:
Department:	Position/Title:

Hepatitis B is a virus infection of the liver caused by Hepatitis B Virus (HBV). Most people with Hepatitis recover completely, but approximately 5-10% becomes chronic carriers of the virus. Most of these people have no symptoms but can continue to transmit the disease to others. Some may develop chronic active hepatitis and cirrhosis; HVB also appears to be a causative factor in the development of liver cancer. Thus, immunization against Hepatitis B can prevent acute hepatitis and reduce sickness and death from chronic active hepatitis, cirrhosis, and liver disease.

ENGRIX B is a non-infectious viral vaccine produced in yeast cells. It is manufactured synthetically and free of association with human blood or blood products. No substances of human origin are used in its manufacture. It is supplied as a sterile solution for intramuscular injection in the deltoid (arm) muscle. Possible Side Effects: No serious side effects have been reported with the vaccine. There may be tenderness and redness at the site of injection.

Contraindications

Persons who should not receive Hepatitis B Vaccine are:

- Allergic to Yeast,
- Pregnant – studies have not been conducted to its safe use.
- Nursing Mothers – it is not known if it is excreted in milk.

CONSENT

I have read the information and have the opportunity to ask questions. I understand the benefits and risk of Hepatitis B Vaccination. I understood that I must have three (3) doses of vaccine to confer immunity. However, as with all medical treatment, there is no guarantee that I will become immune or that I will not experience an adverse side effect from it. I request that it be given to me.

Print Name: _____

Signature: _____ Date: _____

Date Vaccinated	Site	Manufacturer	Lot Number/Expiration Date	Administered by
#1				
#2				
#3				

Antibody Testing (To be done one (1) month after the third (3rd) dose). Result:

DECLINATION:

I decline to receive the Hepatitis B Vaccine and understand that I may be at risk of acquiring the Hepatitis B Virus. If I change my mind at a later date, I will still be able to receive the Hepatitis B Vaccine at no charge to me. Reason for declining vaccination: _____

Print Name _____ Signature _____ Date _____

Imperial Valley Healthcare District

Title: Influenza Vaccination Program		Policy No. HRD-00100
		Page 1 of 2
Current Author: Lizbette Cordova, MSN		Effective: 3/5/2008
Latest Review/Revision Date: 07/12/2024		Manual: HR / Employee Health

Collaborating Departments: Infection Control, Employee Health, Pharmacy, Dr. Mohammed Al-Jasim		Keywords: Flu shots		
Approval Route: List all required approval				
	PSQC	Other: Safety Committee		
Clinical Service _____		MSQC 03/2025	MEC 03/2025	BOD 03/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 Minimizing the transmission of influenza between healthcare workers and patients is a major component of patient and healthcare worker safety. To help protect staff, non-employees, patients, and families of Imperial Valley Healthcare District from acquiring seasonal influenza and to help prevent the unnecessary spread of the influenza virus between employees, non-employees, patients, and families the influenza vaccination is offered annually. The virus is spread from person to person through coughing and sneezing.

2.0 Scope:

- 2.1 The program is available to all District Employees, Physicians, Adult Volunteers, Contract Employees, Students, Job Shadows, Nursing Instructors, and Board of Directors.

3.0 Policy:

- 3.1 Immunization against influenza is offered at no cost.
- 3.2 Healthcare Workers (HCW) are offered the influenza (flu) vaccine each year. The program will generally begin in the fall and extend through the winter, prior to the expected "flu season".
- 3.3 Employees must consent or decline to influenza vaccine each year.
- 3.4 All staff (employees, contracted employees and volunteers) who refuse or are not able to take the flu vaccination will be required to wear a mask (regardless of reason) while working in the organization, with the exception of restrooms, staff lounges (while on a designated break), cafeteria and all off-site non-clinical buildings.
- 3.5 A legible, written record of current flu vaccination from outside providers will be accepted as proof of vaccination.
- 3.6 Acceptable proof of vaccination (from another facility) for medical staff, is either a signed IVHD consent form (checking the box stating that this year's flu vaccine was already received), written record of current flu vaccination from outside providers or a signed letter stating that they have completed the flu shot requirement, elsewhere.
- 3.7 Staff without documentation of the flu vaccination will be required to wear a mask during the influenza season to be determined by the Centers of Disease Control, the California Department of Public Health and/or the Infectious Disease Physician.

Imperial Valley Healthcare District

Title: Influenza Vaccination Program		Policy No. HRD-00100
		Page 2 of 2
Current Author: Lizbette Cordova, MSN		Effective: 3/5/2008
Latest Review/Revision Date: 07/12/2024		Manual: HR / Employee Health

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 The program will be coordinated by the Human Resources/Employee Health and Infection Control Departments.
- 5.2 Administration of the vaccine will begin each year as recommended by the Centers of Disease Control and the California Department of Public Health.
- 5.3 Administration of vaccinations will be coordinated by Employee Health and Infection Control.
- 5.4 Vaccination administration schedules will be announced by department managers, IVHD e-mail and posted flyers.
- 5.5 HCWs who receive the flu vaccine will receive a sticker for their name badge.
- 5.6 HCWs who do not receive the flu vaccine and who do not wear a mask while working in the acute care environment will be considered non-compliant and will be removed from duty without pay until they comply with these requirements.

6.0 References:

- 6.1 Aerosol Transmission Plan (Employee Health Services: 5199 ATD (h) page 8)
- 6.2 Aerosol Transmissible Disease Standard
- 6.3 California Department of Public Health
- 6.4 American Hospital Association Quality Advisory – July, 2011

7.0 Attachment List:

- 7.1 Attachment A – Consent Mandatory Decline Influenza

8.0 Summary of Revisions

- 8.1 Annual review; no changes to intent
- 8.2 Updated from PMDH to IVHD
- 8.3 Added Dr. Al-Jasmin as physician reviewer

Declination of Influenza Vaccination 2024-2025

Name:	Date of Birth:
Department:	Position/Title:
☐ Hospital ☐ SNF ☐ Physician/Midlevel Provider ☐ Student ☐ Volunteer ☐ Traveler/Contract	

My employer or affiliated health facility, **Imperial Valley Healthcare District**, has recommended that I receive influenza vaccination to protect the patients I serve.

I acknowledge that I am aware of the following facts:

- ♦ Influenza is a serious respiratory disease that kills thousands of people in the United States each year.
- ♦ Influenza vaccination is recommended for me and all other healthcare workers to protect this facility's patients from influenza, its complications, and death.
- ♦ If I contract influenza, I can shed the virus for 24 hours before influenza symptoms appear. My shedding the virus can spread influenza to patients in this facility.
- ♦ If I become infected with influenza, I can spread severe illness to others even when my symptoms are mild or non-existent.
- ♦ I understand that the strains of virus that cause influenza infection change almost every year and, even if they don't change, my immunity declines over time. This is why vaccination against influenza is recommended each year.
- ♦ I understand that I cannot get influenza from the influenza vaccine.
- ♦ The consequences of my refusing to be vaccinated could have life-threatening consequences to my health and the health of those with whom I have contact, including
 - all patients in this healthcare facility
 - my coworkers
 - my family
 - my community

Despite these facts, I am choosing to decline influenza vaccination right now for the following reasons:

If NO, please check all the following that apply:

- | | |
|--|--|
| ☐ a. Fear of injection (sore arm, tenderness) | ☐ b. Fear of getting influenza from the vaccine |
| ☐ d. Medical Contraindication | ☐ e. Other, specify: |

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring **seasonal influenza**. I have been given the opportunity to be vaccinated against this infection at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at increased risk of acquiring **influenza**. If, during the season for which the CDC recommends administration of the influenza vaccine, I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination at no charge to me.. **I also understand that if I decline to receive the influenza vaccine (regardless of the reason) that I will be required to wear a mask while working in the organization, with the exception of restrooms, staff lounges (while on a designated break), and the cafeteria.**

I have read and fully understand the information on this declination form.

Signature:

Date:

Reference: CDC. Prevention and Control of Influenza with Vaccines—

Recommendations of ACIP at www.cdc.gov/flu/professionals/acip/index.htm

www.immunize.org/catg.d/p4068.pdf • Item #P4068 (10/11)

Technical content reviewed by the Centers for Disease Control and Prevention, October 2011.

Immunization Action Coalition • 1573 Selby Ave. • St. Paul, MN 55104 • (651) 647-9009 • www.immunize.org • www.vaccineinformation.org

2024-2025 Influenza Vaccine Consent

(Please Print Clearly)
Return form to Employee Health

Name:	Date of Birth:
Department:	Position/Title:
☐ Hospital ☐ SNF ☐ Physician, NP, PA, Midwife (APP-Medical Staff) ☐ Student ☐ Volunteer ☐ Traveler/Contract	

Yes No (Permanent Contra-indications)

- ☐ ☐ 1. Have you ever had Guillian-Barre Syndrome?
☐ ☐ 2. Have you ever had an anaphylactic reaction to the influenza vaccine?

- ☐ **Yes, I would like to have the influenza vaccination given to me**
☐ *I have had the flu shot already this year. * (Must provide proof)*
☐ I am not able to receive the flu shot due to permanent contraindication 1 – 2 above.

*****Cerner registration is required for CAIR vaccine data submission*****

X

Signature

Date

For Healthcare Provider Use Only

Vaccine Manufacturer:

Lot #:

Expires:

Site: ☐ Left deltoid ☐ Right deltoid

Dose: 0.5ml

VIS: 08/06/2021

Signature:

(RN / LVN) Date:

Imperial Valley Healthcare District *REVIEWED ANNUALLY*

Title: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation		Policy No. CLN-00236
		Page 1 of 7
Current Author: S. Taylor, RNC-NIC, BSN		Effective: 11/1/1995
Latest Review/Revision Date: 02/20/2025	Manual: Clinical / Nursery/NICU	

Collaborating Departments: Perinatal; Neonatal Dr Alshareef, NICU Manager	Keywords: Intubation, Neonatal Intubation		
Approval Route: List all required approval			
PSQC	Other:		
Clinical Service <u>Credentials</u> 3/2025 <u>OB/Peds</u> 4/2025	MSQC 5/2025	MEC 5/2025	BOD 6/2025

APPROVALS		
AUTHORITY	SIGNATURE	DATE
CHIEF EXECUTIVE OFFICER		
CHIEF NURSING OFFICER		
PHYSICIAN DEPARTMENT CHAIR		
PMHD BOARD OF DIRECTORS		

NOTE: *If any of the sections of your final layout are not needed do not delete them, write "not applicable".*

1.0 Purpose:

- 1.1 This standardized procedure is designed to establish guidelines that allow the Neonatal Advanced NRP RN to perform neonatal endotracheal intubation.

2.0 Scope: Neonatal Advanced NRP RN only**3.0 Policy:**

- 3.1 Only approved RNs may function under any Standardized Procedure. The Advanced NRP RN may perform endotracheal intubation on neonates as outlined in procedure.
- 3.2 Circumstances under which the competency validated Advanced NRP RN may perform endotracheal intubation:
 - 3.2.1 In the Perinatal/Neonatal Department of Pioneers Memorial Hospital
 - 3.2.2 In the Emergency Department of Pioneers Memorial Hospital
- 3.3 When possible, the physician should be contacted before the procedure. In all emergencies, the primary physician will be notified as soon as possible while advanced life support is being initiated.
- 3.4 Scope of Supervision – The competency validated Advanced NRP RN will receive:
 - 3.4.1 Indirect supervision by the attending physician
 - 3.4.2 A physician will be available at all times for consultation
- 3.5 In the event that this procedure is altered via a physician's written or verbal order, the Advanced NRP RN will inform the physician that he/she is not certified to carry out the altered plan and must either adhere to the procedure or relinquish responsibility to the physician.
- 3.6 RN Requirements

Title: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation		Policy No. CLN-00236
		Page 2 of 7
Current Author: S. Taylor, RNC-NIC, BSN		Effective: 11/1/1995
Latest Review/Revision Date: 02/20/2025	Manual: Clinical / Nursery/NICU	

- 3.6.1 Education/Training/Experience
 - 3.6.1.1 The Advanced NRP RN will have been a Registered Nurse for a minimum of 3 years with at least 3 years of Neonatal Nursery experience
 - 3.6.1.2 The RN will be certified in all aspects of NRP
- 3.6.2 Initial and Ongoing Competency Evaluation
 - 3.6.2.1 Initial competency will be validated by the physician or experienced Advanced NRP RN
 - 3.6.2.2 The Advanced NRP RN will successfully complete three (3) endotracheal intubations under direct supervision of the physician or experienced Advanced NRP RN before being allowed to perform the procedure without direct supervision
- 3.6.3 Annual Competency Assessment
 - 3.6.3.1 Complete three (3) successful endotracheal intubations supervised by a physician or experienced Advanced NRP RN
 - 3.6.3.2 If minimum number of annual procedures is not obtained, the following are options for competency maintenance:
 - 3.6.3.2.1 Attend skills lab offered biannually (procedure review & simulation)
 - 3.6.3.2.2 Competency validation test and demonstration of skill
- 3.6.4 This Standardized Procedure will be subject to periodic review by the appropriate interdisciplinary committees

4.0 Definitions:

- 4.1 Endotracheal Intubation – The placement of a flexible plastic tube into the trachea to maintain an open airway or to serve as a conduit through which certain drugs may be administered
- 4.2 CO2 – Carbon dioxide
- 4.3 LMA – Laryngeal Mask Airway
- 4.4 NRP – Neonatal Resuscitation Program
- 4.5 Competency Validation – Has completed required education, demonstrated competency and completes ongoing competency validation as required
- 4.6 EMR – Electronic Medical Record
- 4.7 RSI – Rapid Sequence Intubation

5.0 Procedure:

- 5.1 Database
 - 5.1.1 Subjective
 - 5.1.1.1 Historical information relevant to present illness
 - 5.1.2 Objective
 - 5.1.2.1 Physical examination with focus on pulmonary and cardiovascular systems
 - 5.1.3 Assessment

Title: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation		Policy No. CLN-00236
		Page 3 of 7
Current Author: S. Taylor, RNC-NIC, BSN		Effective: 11/1/1995
Latest Review/Revision Date: 02/20/2025		Manual: Clinical / Nursery/NICU

- 5.1.3.1 Decision for endotracheal intubation will be based upon subjective and objective data and in collaboration with the attending physician when not an emergent life-saving maneuver
 - 5.1.4 Plan
 - 5.1.4.1 Parents/primary caregivers will be provided with the appropriate information prior to initiation of the endotracheal intubation procedure if not an emergent lifesaving procedure, and obtain consent as per hospital protocol
 - 5.1.4.2 A chest x-ray will be obtained upon completion of the procedure
 - 5.1.4.3 Inability to intubate the trachea
 - 5.1.4.4 Inability to oxygenate or ventilate effectively
 - 5.1.4.5 Trauma, including tracheal or hypoxemia, bradycardia, cardiac arrest
 - 5.1.4.6 If the patient's condition is unstable
 - 5.1.4.7 If there are any complications or unexpected outcomes from the procedure
- 5.2 Indications
 - 5.2.1 When continued positive pressure ventilation or mechanical ventilation is required
 - 5.2.2 To resolve a critical upper airway obstruction or protect airway due to the inability to clear secretions
 - 5.2.3 To provide selective bronchial ventilation
 - 5.2.4 To obtain a sterile specimen for tracheal culture
 - 5.2.5 To provide ventilation for suspected congenital diaphragmatic hernia
 - 5.2.6 To administer surfactant therapy
- 5.3 Contraindications
 - 5.3.1 In the neonatal population, there is not conclusive contraindication for intubation. Cervical injuries would be contraindication for use of a laryngoscope; however injuries of this type are infrequent in this patient population.
- 5.4 Equipment
 - 5.4.1 Select appropriate size of endotracheal tube
 - 5.4.1.1 2.5 for infant less than 1000 grams
 - 5.4.1.2 3.0 for infant 1001-2000 grams
 - 5.4.1.3 3.5 for infant 2001-3700 grams
 - 5.4.1.4 3.5-4.0 for infant 3701-4500 grams
 - 5.4.2 Sterile stylet (optional)
 - 5.4.3 Laryngoscope – blades for term and preterm infants
 - 5.4.3.1 #0 blade for preterm infants
 - 5.4.3.2 #1 blade for full term infants
 - 5.4.4 Positive pressure device – resuscitation bag/mask, manometer and oxygen/air source with blander and analyzer, oxygen tubing
 - 5.4.5 Wall suction and 6fr, 8fr and 10fr suction catheters
 - 5.4.6 Stethoscope
 - 5.4.7 Carbon dioxide (CO2) detector

Title: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation		Policy No. CLN-00236
		Page 4 of 7
Current Author: S. Taylor, RNC-NIC, BSN		Effective: 11/1/1995
Latest Review/Revision Date: 02/20/2025	Manual: Clinical / Nursery/NICU	

- 5.4.8 Pulse oximeter with neonatal probe
- 5.4.9 Personal protective equipment such as gloves
- 5.4.10 Adhesive tape or endotracheal intubation securing device
- 5.5 Considerations
 - 5.5.1 Prepare equipment prior to starting the procedure. Keep equipment ready and available near bedside of patients that will likely require intubation
 - 5.5.2 Use appropriate sized tubes for the patient to minimize airway trauma
 - 5.5.3 Each intubation attempt should be limited to 30 seconds to minimize hypoxia of patient
 - 5.5.4 Interrupt an unsuccessful attempt with bag and mask ventilation. The one exception is a diagnosed or suspected diaphragmatic hernia
 - 5.5.4.1 If the patient has a known congenital diaphragmatic hernia, try to avoid bag and mask ventilation prior to intubation
 - 5.5.5 Ensure the visualization of the larynx. Have an assistant maintain good position of the patient without hyperextending or rotating the neck
 - 5.5.6 Do not use pressure or force that may cause trauma. Avoid using a rocking motion with the laryngoscope, using extensive pressure on the external trachea, or pushing the tube against any obstruction.
 - 5.5.7 Make sure all attachments are secure and in a careful position to avoid dislodging, kinking or moving the endotracheal tube.
 - 5.5.8 Avoid pushing the endotracheal tube in too far to avoid right main stem bronchus intubation.
 - 5.5.9 Recognize factors that may lead to spontaneous extubation, such as increased oral secretions, infant activity, frequent repositioning, tube slippage
 - 5.5.10 RSI when in the presence of a physician
 - 5.5.10.1 RSI in the neonate has been shown to reduce the number of intubation attempts and decrease the amount of time needed for neonatal intubation. RSI should be strongly considered prior to intubation, except for emergent intubation during resuscitation or in the delivery room. Medications with rapid onset and short duration of action are preferred. Preferred medications include analgesic agents or anesthetic dose of a hypnotic drug, vagolytic agents and rapid-onset muscle relaxants.
- 5.6 Guidelines for Procedure/Practice:
 - 5.6.1 Prior to procedure, perform "Time Out" Universal Protocol according to hospital policy
 - 5.6.2 Proceed with RSI if clinically indicated and/or appropriate
 - 5.6.3 Choose the appropriate sized tube based on weight or gestational age. Stylet is optional. While maintaining aseptic technique, thread sterile stylet inside endotracheal tube being careful to not advance the stylet beyond the end of the tube.
 - 5.6.4 Choose appropriately sized blade, Open blade and ensure working light. Hold blade in left hand with thumb and first three fingers with blade directed at patient.

Title: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation		Policy No. CLN-00236
		Page 5 of 7
Current Author: S. Taylor, RNC-NIC, BSN		Effective: 11/1/1995
Latest Review/Revision Date: 02/20/2025	Manual: Clinical / Nursery/NICU	

- 5.6.5 Clear oropharynx with gentle suctioning using suction catheter
- 5.6.6 Empty stomach
- 5.6.7 Pre-oxygenate infant with bag and mask ventilation as indicated. Follow heart rate and oxygenation on monitor.
- 5.6.8 Position and stabilize infant with head midline and neck slightly extended in the sniffing position. It may be helpful to place a roll underneath the patient's shoulders.
- 5.6.9 Open a sterile towel to place equipment on (blade and ETT) between attempts
- 5.6.10 Open infant's mouth with right index finger, depress and move tongue towards the left side of the mouth. Do not use the laryngoscope to open mouth.
- 5.6.11 Insert laryngoscope blade into the mouth sliding the blade along the tongue until the tip is resting in the vallecula (area between base of tongue and epiglottis). In extremely premature infant, it may be appropriate to use the blade tip to lift epiglottis.
- 5.6.12 Lift the laryngoscope blade slightly, lifting the tongue out of the way to expose the pharyngeal area allowing visualization of the epiglottis and glottis. Lift the entire blade with one motion. Do not use a rocking motion.
- 5.6.13 Suction if necessary
- 5.6.14 Identify marks. It may be helpful to have an assistant apply gentle pressure on external trachea to bring the glottis into view.
- 5.6.15 Once vocal cords and trachea are visualized, with the endotracheal tube in the right hand, introduce it to the right side of the mouth to maintain direct visualization of the glottis. When the vocal cords are apart, place the tube through the cords approximately 2 cms, or until the vocal cord guide is at the level of the cords.
- 5.6.16 If the cords are together, wait for them to open. Do not touch the cords with the tube. Do not force the tube between closed cords. If the cords do not open in seconds, stop and ventilate with bag and mask.
- 5.6.17 Try to limit the intubation attempt to 30 seconds. If infant's vital signs become unstable or if the endotracheal tube is thought to be misplaced in the esophagus, remove tube and administer positive pressure ventilation. Place endotracheal tube on sterile towel to maintain sterile/clean equipment before next intubation attempt.
- 5.6.18 Once the tube has passed through vocal cords, stabilize the tube and carefully remove the laryngoscope. Continue to stabilize the tube and carefully remove the stylet, if used.
- 5.6.19 Confirm placement by placing a CO2 detector on end of tube, attach a ventilation bag and assess for color change when giving positive pressure ventilation. Have assistant listen to chest to ensure equal breath sounds and chest rise bilaterally. No breath sounds should be heard over the stomach.
- 5.6.20 Verify tube depth. Once verified, secure the tube to the infant's face using adhesive tape or other endotracheal tube securing device.

Weight (kg)	Depth of insertion
-------------	--------------------

Title: Standardized Procedure for Registered Nurses: Neonatal Endotracheal Intubation		Policy No. CLN-00236
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Latest Review/Revision Date: 02/20/2025		Manual: Clinical / Nursery/NICU

	(cm mark at upper lip)
Babies less than 750 grams	5.5-6
1	7
2	8
3	9
4	10

- 5.6.21 Obtain chest x-ray to verify correct placement (tip of endotracheal tube at T2-3)
- 5.7 Documentation
 - 5.7.1 A written consent per hospital protocol will be obtained and placed in the patient's medical record prior to the procedure if not a lifesaving procedure. If consent is not obtained in advance, the parent/guardian is to be notified as soon as possible after procedure.
- 5.8 Laryngeal Mask Airway application
 - 5.8.1 LMA's may be utilized for resuscitation in neonates over 1500gms. Size 1
 - 5.8.2 Using clean technique, removed the device from the sterile package
 - 5.8.3 Deflate the cuff following manufactures recommendations
 - 5.8.4 Stand at the baby's head and position the infant in a sniffing position
 - 5.8.5 Hold the device along the airway tube with the closed bottom if the mask facing the baby's palate and the open bowl of the mask facing towards the baby's chin
 - 5.8.6 Open the baby's mouth by pressing gently downward on the baby's chin
 - 5.8.7 Insert the leading tip of the mask into the baby's mouth, on top of the tongue, with the bottom of the mask pressed against the baby's palate
 - 5.8.8 Glide the device downward and backward, following the contour of the palate, with a continuous but gentle push until you feel definitive resistance
 - 5.8.9 Holding the tube in place, attach a CO2 detector and PPV device.
 - 5.8.10 Begin PPV and secure the device following the manufactures recommendation for cuff inflation
 - 5.8.11 If the LMA is correctly inserted and you are providing ventilation that inflates the lungs, you should detect exhaled CO2 within 8-10 positive pressure breaths. You should see synchronized chest wall movement and hear equal breath sounds when you listen with a stethoscope. You should not hear a large leak of air coming from the mouth or see a growing bulge in the baby's neck.
 - 5.8.12 Babies can breathe spontaneously through the device, crying and grunting sounds may be audible
 - 5.8.13 Removing the LMA:
 - 5.8.13.1 The airway can be removed when the baby establishes effective spontaneous respirations and the device is no longer needed or when an endotracheal tube can be inserted successfully.
 - 5.8.13.2 When the device is to be removed, suction secretions from the mouth and throat before you remove the device.
 - 5.8.13.3 Deflate the cuff before removal of the LMA

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6.0 References:

- 6.1 American Academy of Pediatrics, American Heart Association, Neonatal Resuscitation Textbook 8th edition (2021)
- 6.2 Trevisanup, D. MD, et al "The Laryngeal Mask Airway: Potential Applications in Neonates" (2022) <https://fn.bmj.com/content/89/6/F485>
- 6.3 University of California, San Francisco Medical Center, Standardized Procedure (2008) http://www.ucsfmedicalcenter.org/medstaffoffice/Standardized_Procedures/Neonatal%20Intubation.pdf
- 6.4 Rady Children's Hospital Standardized Procedure SP 2-01 "Neonatal Endotracheal Intubation" (2017)

7.0 Attachment List: Not applicable**8.0 Summary of Revisions:**

- 8.1 Changed reference of ALS RN to Advanced NRP RN

Imperial Valley Healthcare District

Title: Neonatal Enteral Feeding & Tube Management Feeding Tubes and Decompression Tubes in the NICU		Policy No. CLN-01801
Current Author: Sandra Taylor, RNC-NIC, BSN		Page 1 of 6
Latest Review/Revision Date: 02/20/2025		Effective: 8/2018
Manual: Clinical / Nursery/NICU		

Collaborating Departments: Perinatal/Neonatal Dr Alshareef		Keywords: Enteral Tube, Tube Feedings	
Approval Route: List all required approval			
PSQC		Other:	
Clinical Service <u>Peds</u> 04/09/2025	MSQC 05/13/2025	MEC 05/20/2025	BOD 06/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 To establish a policy and procedure for the care and maintenance of enteral tubes

2.0 Scope: Perinatal and Neonatal Staff

3.0 Policy:

- 3.1 Enteral tube placement requires a physician order.
- 3.2 Management of enteral tubes is performed by a competency validated nurse.
- 3.3 Nutrition, hydration and medications that are delivered through an enteral appliance (i.e., naso-gastric tube) will utilize ENFit connectors in order to prevent tubing misconnections.
- 3.4 ENFit enabled transition connectors, enteral syringes, pump sets, extension sets, feeding tubes, and access devices are to be used throughout the entire path of the enteral tube for nutrition, fluid, hydration or medication. Utilize ENFit connectors and ports from the start of the nutrition, fluid, hydration, or medication preparation to the finish of the product's administration.
- 3.5 All enteral feeding tubes (NG, OG):
 - 3.5.1 Placement is verified initially and prior to the start of any feeding or medication administration.
 - 3.5.2 Enteral feedings and medications require a medical order specifying the type, amount and concentration, frequency and route.
 - 3.5.3 The attending physician is notified for any signs and symptoms of feeding intolerance.
 - 3.5.4 Enteral feeding pumps and/or syringe pumps dedicated to enteral feedings are utilized for continuous feedings and/or bolus feedings given over a set amount of time.
 - 3.5.5 Enteral feedings are not to be administered using IV infusion pumps.
 - 3.5.6 Enteral formulas/breast milk is prepped in a clean environment using aseptic technique.
 - 3.5.7 Gloves are worn for prepping, hanging, and rinsing/flushing enteral feeds.
 - 3.5.8 Enteral feeding tubes are cycled with a small amount of air to clear the tube after every bolus feed and every 4 hours for continuous feeding.
 - 3.5.9 The enteral only extension set (with syringe) is changed with each feeding or every 4 hours. Syringes used for venting are changed every 24 hours.

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- 3.6 For open feeding administration sets:
 - 3.6.1 No more than 4 hours' worth of formula feeding is hung at any one time.
 - 3.6.2 A new syringe is used every 4 hours.
 - 3.6.3 The feeding administration set is changed every 24 hours and labeled with expiration time and date.
- 3.7 NG/OG tubes:
 - 3.7.1 For feedings: Proper placement is confirmed before administering any feedings/medications through an NG/OT tube.
 - 3.7.2 For decompression – Salem sump tubes are not to be used for enteral feedings and/or medications
 - 3.7.3 A provider order is required to administer feedings and/or medications

4.0 Definitions:

- 4.1 Competency Validated – Has completed required education, demonstrated competency and completes ongoing competency validation as required.
- 4.2 ENFit Connectors/Adaptors – FDA approved materials required to minimize the risk of tubing misconnections.
- 4.3 Nasogastric (NG) or Orogastric (OG) tubes – Includes any enteral tube placed via the nose or mouth into the stomach. Tubes are placed for either decompression (suction/gravity) or feeding.
- 4.4 Decompression tubes (Salem-sump/Replogle) – Dual lumen tubes placed specifically for temporary decompression of the stomach. Eyelet holes prevent tube from adhering to the stomach lining.
- 4.5 Feeding tubes – weighted or non-weighted soft tubes with a single hole placed for feeding into the stomach.

5.0 Procedure:

- 5.1 NG/OG Tube – equipment and supplies:
 - 5.1.1 Appropriate size and type of tube (decompression or feeding)
 - 5.1.2 Clean gloves
 - 5.1.3 Lubricant
 - 5.1.4 Tape or sharpie for marking tube
 - 5.1.5 Transparent dressing for securement – cut to appropriate size for patient's face
 - 5.1.6 Scissors
 - 5.1.7 Functioning bedside suction equipment
 - 5.1.8 ENFit connector pieces, as needed
 - 5.1.9 Additional supplies for decompression tubes
 - 5.1.10 Gastric drainage collection device with tubing
 - 5.1.11 Irrigation solution, syringes, as needed
 - 5.1.12 Pump (Enteral only syringe pump) ENFit Feeding syringe and tubing, ENFit transition connector piece (if needed)
- 5.2 NG/OG tube insertion:
 - 5.2.1 Keep feeding tube in sterile packaging until removed for measurement and

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insertion

- 5.2.2 Perform hand hygiene and don clean gloves
- 5.2.3 Measure from tip of the nose to the earlobe; then from the earlobe to the mid-way point between the xiphoid process and umbilicus. Clearly mark the tube at the correct length for patient with tape or sharpie
- 5.2.4 Place patient supine with head slightly elevated, infant may be swaddled for comfort
- 5.2.5 Lubricate the tip of the enteral tube (use sterile water for lubrication)
- 5.2.6 Offer infant a pacifier during tube insertion
- 5.2.7 For an oral tube (OG) – place the tip of the feeding tube on the anterior surface of the tongue and gently, steadily advance the tube past the oropharynx
- 5.2.8 For a nasogastric tube (NG) – gently, steadily thread the tube through the nare (alternate nares as needed to minimize irritation). Aim the tube posterior and parallel to the nasal septum to avoid trauma. Continue to advance the tube until the measurement mark is reached
- 5.2.9 If there appears to be resistance, do not force. Try rolling the enteral tube gently. If still unable to pass the enteral tube, remove it and try the other nostril
- 5.2.10 Remove enteral tube at once if there are signs of distress, coughing, gasping, apnea, bradycardia or cyanosis allow the patient to stabilize and resume insertion procedure.
- 5.3 Securing the NG/OG tube
 - 5.3.1 Secure the tube in such a way that there is no tension on the tube or the nares
 - 5.3.2 Place hydrocolloid dressing on cheek (pre-cut to appropriate size for patient)
 - 5.3.3 Position tube over hydrocolloid dressing (ensure no pressure/pulling on nares or surrounding skin) secure tube to hydrocolloid dressing with transparent tape
 - 5.3.4 Verify securement tape does not surpass perimeter of hydrocolloid dressing
NOTE: repeated removal of hydrocolloid dressing increases the risk for skin breakdown
- 5.4 Verifying NG/OG tube placement
 - 5.4.1 Proper placement is assessed both at the time of placement, and before each feeding if left indwelling by confirming centimeter measurement and the presence of gastric aspirate before the administration of medications or feedings. If unable to obtain gastric aspirate, and tube placement has not been verified by x-ray observe infant closely for first 15 minutes of feeding for any signs of distress
 - 5.4.2 Evaluate tube placement whenever an x-ray (chest or abdominal) is taken to confirm proper location of the tip of the tube
 - 5.4.3 Verify tube placement by physical assessment, gastric/intestinal content aspiration, and air bolus auscultation
- 5.5 Physical assessment:
 - 5.5.1 Verify placement by checking the measurement (confirm with initial placement measurement), verify measurement marker is in the correct position directly outside the nare
 - 5.5.2 Inspect patient's mouth for signs of the tube

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- 5.5.3 Assess for any signs of tube dislocation (visible displacement from original tube position/markings, pain, continuous coughing, respiratory changes, feeding intolerance)
- 5.6 Gastric/intestinal content aspiration:
 - 5.6.1 Draw small volume of air into an ENFit syringe
 - 5.6.2 Connect to feeding tube (with ENFit connector/reverse connector, as needed)
 - 5.6.3 Flush tube with air and pull back slowly to aspirate gastric contents
 - 5.6.4 Aspirate air/fluid. Check for negative pressure while attempting to withdraw fluid from the tube
 - 5.6.4.1 If the tube is in the small intestine you will not be able to aspirate air. Negative pressure is more likely to be felt from tubes in the small intestine
- 5.7 Assess aspirate:
 - 5.7.1 Gastric aspirate may appear grassy green, yellow, brown, or clear and colorless, with off-white to tan shreds of mucus. Aspirates of continuously fed patients have the appearance of curdled enteral formula
 - 5.7.2 Air bolus auscultation (cannot reliably differentiate between gastric and respiratory placement) – Draw small volume of air into an ENFit syringe and connect to feeding tube (with ENFit connector/reverse connector, as needed)
 - 5.7.3 Place stethoscope over patient's abdomen
 - 5.7.4 Flush tube with air and auscultate for whooshing air sound
- 5.8 Connecting NG decompression tube to suction device:
 - 5.8.1 Perform hand hygiene and don clean gloves
 - 5.8.2 Connect the suction tubing to the decompression tube and connect other end to the "patient" port on the suction canister
 - 5.8.3 Connect another suction tubing to the "suction" port of the suction canister and the other end to wall suction
 - 5.8.4 Turn on suction source to the ordered level and frequency of suction (e.g., Low continuous or low intermittent – standard is 30-40 mmHg)
 - 5.8.5 Ensure the suction canister is stabilized in an upright position and all connections are secure
 - 5.8.6 Ensure that the vent/sump lumen (blue pigtail) is above the level of the patient's stomach (to minimize the risk of gastric secretions refluxing into vent/sump lumen)
- 5.9 Irrigating an NG/OG decompression tube
 - 5.9.1 Perform hand hygiene and don clean gloves
 - 5.9.2 Irrigation is only to keep the tube patent. Pull appropriate volume of irrigation solution into a syringe. Disconnect decompression tube from suction, flush irrigation solution into decompression tube, reconnect decompression tube to suction
 - 5.9.3 Pull a small volume of air into a syringe, then inject air into the vent/sump lumen (blue pigtail)
 - 5.9.4 Inject air into blue pigtail after every irrigation and PRN (if tube is "whistling")

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- 5.10 NG/OG Assessing face and nare for evidence of skin breakdown:
 - 5.10.1 Check nares where tubing contacts for skin breakdown and moisture
 - 5.10.2 Check where tubing is secured for skin breakdown
 - 5.10.3 Check any other tubing contact points (ears, neck, etc.) for skin breakdown
- 5.11 Gravity gavage feeding:
 - 5.11.1 Perform hand hygiene and don clean gloves
 - 5.11.2 Check tube placement
 - 5.11.3 Attach and prime ENFit tubing with appropriate enteral feeding solution
 - 5.11.4 Hold syringe above stomach level and allow feed to flow in by gravity
- 5.12 Connecting feeding tube to feeding device: Open system
 - 5.12.1 Perform hand hygiene and don clean gloves. Use aseptic technique for handling (prepping/administering) all formula/feeds
 - 5.12.2 Max hang time for open system is 4 hours. Place appropriate volume of ordered feed into bag/syringe
 - 5.12.3 Prime the ENFit feeding tubing
 - 5.12.4 Program feeding pump/enteral feeding pump according to manufacturer's guidelines
 - 5.12.5 Connect ENFit feeding tube to ENFit feeding device, ensure all connections are secure prior to starting feed
- 5.13 Venting feeding tubes
 - 5.13.1 Perform hand hygiene and don clean gloves
 - 5.13.2 Venting with a syringe
 - 5.13.2.1 Remove plunger from back of appropriate size ENFit syringe
 - 5.13.2.2 Connect syringe to feeding tube (ensure connection is secure)
 - 5.13.2.3 Place syringe above the level of the stomach, allow air to escape until stomach is soft
 - 5.13.3 For continuous venting:
 - 5.13.3.1 Secure the syringe appropriately to avoid spilling
- 5.14 Documentation:
 - 5.14.1 Size and type of feeding tube
 - 5.14.2 Amount and type of feeding
 - 5.14.3 Site assessment
 - 5.14.4 Centimeter marking at insertion site
 - 5.14.5 How patient tolerated procedure

6.0 References:

- 6.1 Gardner, Carter et al. (2021) Merenstein & Gardner's Handbook of Neonatal Intensive Care 9th ed.. St Louis, MO: Mosby Elsevier.
- 6.2 Replogle Tube Management (2016) Clinical Guidelines, The Royal Children's Hospital Melbourne
https://www.rch.org.au/rchcpg/hospital_clinical_guideline_index/Replogle_tube_management/
- 6.3 Rady Children's Hospital San Diego, PM 6-4. (2017). "Enteral Feeding &

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Decompression Tube Management”

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

- 8.1 Added Neonatal and in the NICU in the title
- 8.2 Otherwise, reviewed and submitted without change

Imperial Valley Healthcare District **REVIEWED ANNUALLY**

Title: Standardized Procedure for Registered Nurses: Neonatal Thoracentesis/Needle Decompression		Policy No. CLN-02518
Current Author: S. Taylor, RNC-NIC, BSN		Page 1 of 5
Latest Review/Revision Date: 02/20/2025		Effective: 4/19/2018
Manual: Clinical / Nursery/NICU		

Collaborating Departments: Neonatal, Dr Alshareef NICU Manager	Keywords: Neonate Thoracentesis, Needle decompression		
Approval Route: List all required approval			
PSQC	Other:		
Clinical Service <u>Pediatrics</u> 4/2025	MSQC 5/2025	MEC 5/2025	BOD 5/2025

APPROVALS		
AUTHORITY	SIGNATURE	DATE
CHIEF EXECUTIVE OFFICER		
CHIEF NURSING OFFICER		
PHYSICIAN DEPARTMENT CHAIR		
PMHD BOARD OF DIRECTORS		

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 This standardized procedure is designed to establish guidelines that allow the Neonatal Advanced NRP RN to perform neonatal emergency thoracentesis.

2.0 Scope: Neonatal Advanced NRP RN**3.0 Policy:**

- 3.1 Only approved RNs may function under any Standardized Procedure. The Advanced NRP RN may perform thoracentesis on neonates as outlined in the procedure.
- 3.2 Circumstances under which the competency validated Advanced NRP RN may perform thoracentesis:
 - 3.2.1 In the Perinatal/Neonatal Department of Pioneers Memorial Hospital
 - 3.2.2 In the Emergency Department of Pioneers Memorial Hospital.
- 3.3 When possible, the physician should be contacted before the procedure. In all emergencies, the primary physician will be notified as soon as possible while advanced life support is being initiated.
- 3.4 Scope of Supervision – The competency validated Advanced NRP RN will receive:
 - 3.4.1 Indirect supervision by the attending physician
 - 3.4.2 A physician will be available at all times for consultation.
- 3.5 In the event that this procedure is altered via a physician's written or verbal order, the Advanced NRP RN will inform the physician that he/she is not certified to carry out the altered plan and must either adhere to the procedure or relinquish responsibility to the physician.

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3.6 RN requirements:

- 3.6.1 Education/Training/Experience – below will be documented and maintained in the employee file:
 - 3.6.1.1 The Advanced NRP RN will have been an RN for a minimum of three (3) years with at least three (3) years of Neonatal Nursery experience.
 - 3.6.1.2 The RN will be certified in all aspects of NRP.
 - 3.6.1.3 The Advanced NRP RN will demonstrate competencies in skills lab that will be held biannually
- 3.6.2 Initial and Ongoing Competency Evaluation:
 - 3.6.2.1 Initial competency will be validated by the physician or experienced Advanced NRP RN
- 3.6.3 Annual Competency Assessment:
 - 3.6.3.1 Completed three (3) successful thoracentesis supervised by a physician or experienced Advanced NRP RN
 - 3.6.3.2 If minimum number of annual procedures are not obtained, the following are options for competency maintenance:
 - 3.6.3.2.1 Attend skills lab offered biannually (procedure review & simulation)
 - 3.6.3.2.2 Competency validation test and demonstration of skill
- 3.6.4 This standardized procedure will be subject to periodic review by the appropriate interdisciplinary committees.

4.0 Definitions:

- 4.1 Thoracentesis – (closed chest needle aspiration) to remove air or fluid from the pleural space.
- 4.2 Competency Validation – Has completed required education, demonstrated competency and completes ongoing competency validation as required.
- 4.3 NRP – Neonatal Resuscitation Program Certification

5.0 Procedure:

- 5.1 Database:
 - 5.1.1 Subjective:
 - 5.1.1.1 Historical information relevant to present illness
 - 5.1.2 Objective:
 - 5.1.2.1 Physical examination with focus on pulmonary, cardiovascular and neurological systems.
 - 5.1.2.1.1 Symptoms may vary from irritability and restlessness to apneic spells, tachypnea, grunting and retractions and in severe cases, bradycardia, cyanosis and shock. A tension pneumothorax must be diagnosed and treated promptly.
 - 5.1.2.1.2 Clinical signs of a tension pneumothorax include:
 - 5.1.2.1.2.1 Abrupt worsening of the respiratory or circulatory status
 - 5.1.2.1.2.2 Hypertension followed by hypotension with decreased

- The electronic version of this policy supersedes any printed copy.

Title: Standardized Procedure for Registered Nurses: Neonatal Thoracentesis/Needle Decompression		Policy No. CLN-02518
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- 5.5.6 Have an assistant position the infant appropriately. The most preferred position is supine with affected side slightly elevated. Restrain the infant's arms and legs.
- 5.5.7 Identify entry site. Use second or third intercostal space along the midclavicular line.
- 5.5.8 Prep skin with antiseptic solution.
- 5.5.9 Puncture skin at a 45° angle, angling over the third or fourth rib, and advance needle at a 90° angle. Inserting the needle over the top of the rib will avoid blood vessels and nerves that run along the bottom of the rib.
- 5.5.10 As needle enters pleural space, decrease angle to approximately 15° horizontal.
- 5.5.11 Attach the butterfly to the stopcock and syringe. The stopcock allows for aspiration of free air or fluid into the syringe and emptying of the syringe while maintaining a closed system.
- 5.5.12 Aspirate air into syringe attached to 3-way stopcock and evacuate via open position. When free air or fluid is obtained, stabilize the catheter and continue to aspirate until preparation for chest tube insertion is complete, or until the air leak or fluid accumulation is evacuated. Continue intermittently as patient's condition warrants.
- 5.5.13 Remove butterfly needle once air evacuation is complete.
- 5.5.14 Cleanse site and apply sterile dressing over site using 2x2 gauze and transparent dressing.
- 5.5.15 Monitor closely for signs of re-accumulation of pleural air.
- 5.5.16 Assess, treat and reassess pain according to "Pain Management" policy.
- 5.6 Complications:
 - 5.6.1 Hemorrhage.
 - 5.6.2 Infection.
 - 5.6.3 Needle injury to lung or adjacent structures.
 - 5.6.4 Damage to breast tissue.
 - 5.6.5 Pain.
- 5.7 Documentation:
 - 5.7.1 A written consent per hospital protocol will be obtained and placed in the patient's medical record prior to procedure if not a lifesaving procedure. If consent is not obtained in advance, the parent/guardian is to be notified as soon as possible after procedure.
 - 5.7.2 Document according to the hospital policy: date, time, butterfly size, location, amount of air/fluid evacuated, patient's tolerance of procedure and any medications used.
 - 5.7.3 A procedure note will be added to the electronic medical record.

6.0 References:

- 6.1 Verklan, M. T., Walden, M. et al, Core Curriculum for Neonatal Intensive Care Nursing, 6th Ed. (2020). Elsevier
- 6.2 Gardner, S.L, Carter, B.S. et al, Merenstein & Gardner's Handbook of Neonatal intensive Care, 9th ed (2021). Elsevier

Title: Standardized Procedure for Registered Nurses: Neonatal Thoracentesis/Needle Decompression		Policy No. CLN-02518
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6.3 Neonatal Thoracentesis policy SP 2-06 & SP 3-06, Rady Children's Hospital, San Diego (2016 & 2017)

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

- 8.1 Changed term of ALS RN to Advanced NRP RN
- 8.2 Updated References

Imperial Valley Healthcare District **ANNUAL REVIEW**

Title: Standardized Procedure for Registered Nurses: Neonatal Umbilical Vessel Catheterization		Policy No. CLN-00258
Current Author: S. Taylor, RNC-NIC, BSN		Page: 1 of 7
Last Review/Revision Date: 02/20/2025		Effective: 11/1/1995
Manual: Clinical / OB		

Collaborating Departments: Neonatal, Pharmacy, Dr Alshareef, NICU Manager		Keywords: Umbilical Catheterization	
Approval Route: List all required approval			
PSQC		Other:	
Clinical Service <u>Credentials/Peds/OB</u> 3/2025, 4/2025	MSQC 5/2025	MEC 5/2025	BOD 6/2025

APPROVALS		
AUTHORITY	SIGNATURE	DATE
CHIEF EXECUTIVE OFFICER		
CHIEF NURSING OFFICER		
PHYSICIAN DEPARTMENT CHAIR		
PMHD BOARD OF DIRECTORS		

NOTE: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 This standardized procedure is designed to establish guidelines that allow the Neonatal Advanced Life Support (ALS) Registered Nurse (RN) to perform umbilical vessel catheterization (arterial and venous).
- 1.2 The purpose of umbilical catheterization is to obtain direct access to arterial circulation with placement of a sterile radiopaque catheter into the aorta via an umbilical artery to provide a means of obtaining arterial blood gases and for continuous monitoring of blood pressure. In addition, umbilical artery catheterization may be a means for fluid/electrolyte balance and pharmacologic support and treatment. The purpose of umbilical venous catheterization is to establish a route for emergency administration of IV fluids and medications, to provide nutrition and to provide venous access for IV fluids and medication.

2.0 Scope: Neonatal ALS RN only**3.0 Policy:**

- 3.1 Standardized Procedure Function – patients requiring umbilical vessel catheterization
- 3.2 Only approved RNs may function under any Standardized Procedure. The ALS RN may perform umbilical vessel catheterization on neonates as outlined in the procedure.
- 3.3 Circumstances under which the RN may perform Umbilical Vessel Catheterization:
 - 3.3.1 Setting – The competency validated ALS RN may perform umbilical vessel catheterization in the Perinatal Unit or inpatient area, including the Emergency Department of PMH.

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- 3.3.2 Scope of Supervision – The competency validated ALS RN will receive:
 - 3.3.2.1 Indirect supervision by the attending Pediatrician/Neonatologist
 - 3.3.2.2 A Pediatrician/Neonatologist will be available at all times for consultation.
 - 3.3.2.3 In the event that this procedure is altered via a physician's written or verbal order, the ALS RN will inform the physician that he/she is not verified to carry out the altered plan and must either adhere to the procedure or relinquish responsibility to the physician.
- 3.3.3 Patient conditions to notify physician:
 - 3.3.3.1 In all emergencies, the attending Pediatrician/Neonatologist will be notified as soon as practical while advanced life support is being initiated.
 - 3.3.3.2 The attending Pediatrician/Neonatologist will be notified immediately if any of the following complications occur:
 - 3.3.3.2.1 Severe uncontrolled bleeding from the umbilical stump
 - 3.3.3.2.2 Blanching/cyanosis of the skin, loss of femoral pulses or other evidence of emboli
 - 3.3.3.2.3 Inability to obtain blood after insertion of catheter despite traction and/or tension
 - 3.3.3.2.4 Catheter malposition
 - 3.3.3.2.5 Vasospasm
 - 3.3.3.2.6 Thrombus
 - 3.3.3.2.7 Hypertension
 - 3.3.3.2.8 Unstable patient
 - 3.3.3.2.9 Unsuccessful procedure
 - 3.3.3.2.10 Any complications or unexpected outcomes of the procedure
- 3.3.4 RN requirements
 - 3.3.4.1 Education/Training/Experience:
 - 3.3.4.1.1 The ALS nurse will have been a RN for a minimum of 3 years with at least 3 years of Neonatal Nursery experience.
 - 3.3.4.1.2 The ALS RN will attend the Advanced Life Support didactic classes (minimum of 24 hours) held at Rady Children's Hospital, San Diego or a comparable training facility. All quizzes and tests administered in the classes with an 80% pass rate.
 - 3.3.4.2 Initial and Ongoing Competency Evaluation:
 - 3.3.4.2.1 Initial competency will be validated by the physician or experienced ALS RN.
 - 3.3.4.2.2 The ALS RN will successfully complete three (3) umbilical vessel catheterizations under direct supervision of the physician or experienced ALS RN before being allowed to perform the procedure without direct supervision.
 - 3.3.4.3 Annual competency assessment:
 - 3.3.4.3.1 Complete 3 successful umbilical vessel catheterizations supervised by a physician or experienced ALS RN.

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3.3.4.3.2 If minimum number of annual procedures is not obtained, the following are options for competency maintenance:

3.3.4.3.2.1 Attend skills lab offered biannually (procedure review & simulation)

3.3.4.3.2.2 Competency validation test and demonstration of skill

3.3.4.4 RNs authorized to perform standardized procedure function – a written record of initial and ongoing competency will be maintained in the employee file in the Perinatal Department and a roster of RN competency validation will be set to the Education Department annually.

3.3.4.5 This Standardized Procedure will be subject to periodic review by the appropriate interdisciplinary committees not to exceed every 2 years.

4.0 Definitions:

- 4.1 PMH – Pioneers Memorial Hospital
- 4.2 UAC – Umbilical Artery Catheter
- 4.3 UVC – Umbilical Venous Catheter
- 4.4 EMR – Electronic Medical Record

5.0 Procedure:

5.1 Database

5.1.1 Subjective:

5.1.1.1 Historical information relevant to present illness

5.1.1.2 History including reactions/allergies to medications

5.1.2 Objective:

5.1.2.1 Physical examination with focus on pulmonary, cardiovascular and neurological systems

5.1.3 Assessment:

5.1.3.1 Decision for umbilical vessel catheterization will be based upon subjective and objective data and in collaboration with attending physician prior to the initiation of the procedure when not an emergent, lifesaving procedure.

5.1.4 Plan:

5.1.4.1 Patients and families will be provided with the appropriate information prior to initiation of the umbilical vessel catheterization if not an emergent/lifesaving procedure, and obtain consent as per hospital protocol.

5.2 Indication:

5.2.1 Primary

5.2.1.1 Emergency vascular (venous catheter) access for fluid and medication infusion and for blood drawing, central venous pressure monitoring (if the catheter crosses the ductus venosus)

5.2.1.2 Exchange Transfusion

5.2.2 Secondary

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5.2.2.1 Long-term central venous access

5.3 Contraindications:

- 5.3.1 Omphalitis
- 5.3.2 Omphalocele
- 5.3.3 Necrotizing enterocolitis or intestinal hypoperfusion
- 5.3.4 Peritonitis
- 5.3.5 Evidence of vascular compromise in lower extremities
- 5.3.6 Acute abdomen etiology

5.4 Equipment:

- 5.4.1 Umbilical catheter tray
- 5.4.2 Appropriate size umbilical catheter, either single or double lumen
- 5.4.3 Sterile gown and gloves
- 5.4.4 Hat and mask
- 5.4.5 Povidone-iodine solution for infants less than 1000 grams
- 5.4.6 Chlorhexidine prep solution for infants over 1000 grams unless contraindicated due to allergy or patient condition, then Povidone-iodine and saline will be used
- 5.4.7 Heparinized flush
 - 5.4.7.1 Infants $\leq$ 1500 grams, mix at concentration of 0.5 units heparin to 1 ml normal saline
 - 5.4.7.2 Infants $>$ 1500 grams, mix at concentration of 1 unit heparin to 1 ml normal saline
 - 5.4.7.3 3-0 silk suture
 - 5.4.7.4 IV solution as ordered
 - 5.4.7.5 Light and heat source
 - 5.4.7.6 Cardiac monitor

5.5 Essential steps in procedure:

- 5.5.1 Perform Universal Protocol "time out" according to hospital policy, prior to procedure.
- 5.5.2 Make necessary measurements to determine length of catheter to be inserted, adding length of umbilical stump.
- 5.5.3 Explain procedure to parent(s), if available.
- 5.5.4 Open the umbilical tray, maintaining sterility and adding needed items not included in the tray.
- 5.5.5 Generally infants weighing $<$ 1500 grams will have a 3.5 Fr catheter placed in the umbilical artery. A 5.0 Fr catheter may be utilized for umbilical venous catheterization.
- 5.5.6 Have assistant hold appropriately prepared heparinized flush. Leave flush syringe attached to 3-way stopcock on your tray.
- 5.5.7 Attach umbilical catheter to 3-way stopcock.
- 5.5.8 Flush stopcock and umbilical catheter with heparinized flush. Leave flush syringe attached to 3-way stopcock.
- 5.5.9 Have assistant hold umbilical cord up and away from the infant's abdomen. Cleanse the umbilical cord stump and adjacent skin with proper solution as listed in 5.4.5 and 5.4.6. Beginning at the base of the cord and working in a circular

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motion outward on the skin to about 2 inches. Cleanse the cord clamp of present.

5.5.9.1 When using Povidone-iodine solution, allow to dry for 30 seconds and then remove with saline wipe.

5.5.9.2 When using Chlorhexidine, allow to dry for 30 seconds prior to procedure.

5.5.10 Place sterile drape on the infant with an open hole over the prepped cord.

5.5.11 Place sterile umbilical tape around the cord stump with a loose tie.

5.5.11.1 Tighten only enough to prevent bleeding and place, if possible, around Wharton's jelly rather than skin.

5.5.11.2 It may be necessary to loosen the tie when inserting the catheter.

5.5.12 Using sterile scalpel, cut off the cord stump approximately 0.5-1.5cms above the skin. Avoid "sawing" of the cord. The umbilical tape may be pulled snug to prevent bleeding when the cord is cut.

5.5.13 Locate the umbilical vessels, 2 arteries and a vein. The umbilical arteries will have a thick wall while the umbilical vein will have a thinner wall.

5.5.14 Using hemostats, clamp the Wharton's jelly on either side of the cord. Apply tension and expose the vessels.

5.5.15 For UAC:

5.5.15.1 Using the points of the curved iris forceps or vein introducer, gently dilate the lumen of the artery by inserting the device to the depth of approximately 0.5cm. Repeat this several times until the lumen is dilated. Use an up and down motion. Do not pull or twist.

5.5.15.2 When the vessel is dilated, insert the fluid filled catheter into the lumen of the artery. Use a downwards approach and advance gently. Advance the catheter to the appropriate distance. Slight obstructions or resistance at the junction of the umbilical artery and fascial plane may be relieved by gently upwards traction on the cord stump and/or applying steady gently pressure on the catheter for 15-30 seconds.

5.5.15.3 Using attached syringe, aspirate. There should be free flow of blood.

5.5.15.4 If no blood is obtained, remove the catheter and try advancing one more time.

5.5.15.5 The catheter should be advanced to the appropriate tip placement.

5.5.15.5.1 For high UAC tip placement, the appropriate length can be obtained by multiplying the infant's weight (kg) by 3, then adding 9. [Kg x 3 +9]

5.5.15.5.1.1 This will give a UAC placement between T6 and T10.

5.5.15.5.2 For low UAC tip placement, the tip should be between L3 and L4. Length can be calculated by measuring the distance from the shoulder to the umbilicus.

5.5.16 For UVC:

5.5.16.1 Identify thin walled vein, close to periphery of umbilical stump.

5.5.16.2 Grasp cord stump with toothed forceps.

5.5.16.3 Gently insert tips of iris forceps into lumen of vein and remove any clots.

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- 5.5.16.4 Introduce fluid filled catheter, attached to the stopcock and syringe, approximately 2 to 3cms into vein (measuring from anterior wall).
- 5.5.16.5 Apply gentle suction to syringe.
- 5.5.16.6 If there is not easy blood return, catheter may have a clot in tip. Withdraw catheter while maintaining gently suction. Removed clot and reinsert catheter.
- 5.5.16.7 If there is smooth blood return, continue to insert catheter for full estimated distance.
 - 5.5.16.7.1 Appropriate UVC length can be calculated by multiplying the infant's weight (kg) by 3, then, adding 9, then dividing by 2 and adding 1. $[(\text{kg} \times 3 + 9) / 2 + 1]$
 - 5.5.16.7.2 The tip of the UVC should be at the junction of the inferior vena cava and the right atrium, projecting just above the diaphragm on x-ray.
- 5.5.16.8 If the catheter meets any obstruction prior to measured distance:
 - 5.5.16.8.1 It has, most commonly, entered the portal system, or
 - 5.5.16.8.2 Wedged in the intrahepatic branch of the umbilical vein
- 5.5.16.9 Withdraw catheter 2 to 3cms, gently rotate and reinsert in an attempt to get tip through the ductus venosus
- 5.5.16.10 If the catheter is in the portal circulation, leave the misdirected catheter in its place. Pass a new 5 Fr catheter into the same vessel. Once the catheter is in good position, remove the misdirected catheter. This procedure has a success rate of 50%.
- 5.5.17 In the event the catheter cannot be advanced, or no blood can be obtained, remove the catheter and notify the Pediatrician/Neonatologist for further orders.
- 5.5.18 When the catheter has been advanced to the appropriate length and blood can be aspirated, note the centimeter mark at the level of the skin.
- 5.5.19 With a needle holder, secure sutures to the stump using a purse string closure. After x-ray for catheter placement confirms proper placement, using the same suture, tie around catheter to hold in place. Temporarily tape catheter(s) in place until x-ray is completed.
- 5.5.20 Obtain a chest x-ray immediately after line placement to verify proper location of tip.
- 5.5.21 If the line needs adjustment, the line may be withdrawn to the appropriate level but cannot be advanced once the sterile field has been disassembled.
- 5.5.22 In the delivery room, when emergency vascular access is needed, the umbilical catheter will be flushed with saline and attached to a 3-way stopcock.
 - 5.5.22.1 Don sterile gloves
 - 5.5.22.2 Prep the cord with Povidone-iodine solution or chlorhexidine solution as appropriate.
 - 5.5.22.3 Tie umbilical tape around the base of the cord.
 - 5.5.22.4 Cut cord 1-2cms above the base.
 - 5.5.22.5 Place a 5 Fr umbilical catheter into the vein until a blood return is obtained. This should be 3-5cms. If the catheter is inserted further,

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there is a risk of infusing hypertonic solution into the liver and causing damage to the liver.

5.5.22.6 Secure the catheter by taping firmly to the infant's abdomen.

5.5.22.7 When the resuscitation is completed, remove the catheter.

5.6 Documentation:

5.6.1 Document procedure in the nurse's notes of the EMR

5.6.1.1 Time of procedure

5.6.1.2 Reason(s) for procedure

5.6.1.3 Size of catheter(s) length of insertion

5.6.1.4 X-ray placement of catheter

5.6.1.5 Circulation of buttocks, legs, toes, strength of femoral pulses before and after catheter placement

5.6.1.6 Infant's tolerance to procedure

5.6.2 A written consent per hospital protocol is obtained and placed in the infant's medical record prior to procedure if not a lifesaving procedure. If consent is not obtained in advance, parent/guardian is to be notified as soon as possible after procedure.

5.6.3 Utilize the "Special Care Nursery Procedure Note" to record the procedures performed by the ALS RN. One copy will be placed in the individuals' personal file in the Intermediate NICU.

6.0 References:

6.1 Magnan, J.P., Kulkami, M., Umbilical Vein Catheterization (2022)

<https://emedicine.medscape.com/article/80469-overview>

6.2 Sawyer, T., Kulkami, M., Umbilical Artery Catheterization (2022)

<https://emedicine.medscape.com/article/1348931-overview>

6.3 University of California, San Francisco – Standardized Procedure Neonatal Umbilical Vessel Catheterization (2008)

http://www.ucsfmedicalcenter.org/medstaffioffice/Standardized_Procedure/Neonatal%20Umbilical%20Vessel%20Catheterization.pdf

6.4 Rady Children's Hospital, San Diego (2017) Neonatal Umbilical Vessel Catheterization, Standardized Procedure SP 2-02

7.0 Attachment: Not applicable

8.0 Summary of Revisions:

8.1 Removed reference to PMHD changed to PMH

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Title: Non Retaliation and Compliance Reporting	Policy No. CMP-00172 Page 1 of 3
Current Author: Carol Bojorquez	Effective: March 26, 2012
Latest Review/Revision Date: May 21,2025	Manual: Compliance – General Compliance

Collaborating Departments:, Administration		Keywords: Compliance, Hotline; Whistle Blower	
Approval Route: List all required approval			
PSQC		Other:	
Clinical Service	MSQC	MEC	BOD 6/2025

Note: *If any of the sections of your final layout are not needed do not delete them, write “not applicable”.*

1.0 Purpose:

- 1.1 IVHD is committed to doing business in compliance with all relevant laws and regulations. IVHD policies and procedures support this commitment. When these laws, regulations or policies are unclear, every IVHD community member is expected to take steps to obtain clarity and is also expected to report violations or concerns about violations that come to his/her attention. In support of these expectations, IVHD is committed to protecting anyone who brings forward a good faith concern related to any IVHD compliance obligation.

2.0 Scope: District-wide

3.0 Policy:

- 3.1 Non-Retaliation: No one who reports any matter or activity involving IVHD which the reporting party believes in good faith to be a violation of any IVHD policy or any other law or regulation relating to IVHD’s services, business activities or other matter relating to IVHD, its directors, management or employees, or any other person or business entity doing business with IVHD, shall suffer harassment, retaliation, or adverse employment consequences. Any employee, provider or contractor who retaliates against someone who has reported a violation in good faith is subject to disciplinary action up to and including termination of employment or contractual relationship. This policy is intended to encourage and enable employees and others to raise serious concerns within IVHD prior to seeking resolution outside IVHD.

4.0 Definitions:

- 4.1 IVHD – Imperial Valley Healthcare District
- 4.2 Workforce – Employees, providers, volunteers, board members and officers, and other persons whose conduct in the performance of work for IVHD, is under the direct control of IVHD whether, or not, they are paid by IVHD

5.0 Procedure:

- 5.1 Reporting Violations
 - 5.1.1 To assure anonymity for any IVHD Workforce member desiring to report violations or concerns related to compliance with any IVHD policy, or any other law or regulation relating to IVHD’s services, business activities or other matter relating to IVHD, member of the IVHD Board of Directors, IVHD management or

The electronic version of this policy supersedes any printed copy.

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employees, or any other person or business entity doing business with IVHD in any capacity, the IVHD Board of Directors has established a IVHD Ethics Hotline (“**Hotline**”). All current staff members and, on an ongoing basis, new hires, will receive brochures and related information regarding accessing the Hotline, which shall be operated by a third-party provider with no connection with IVHD.

5.1.2 As an alternative to use of the Hotline, a person desiring to communicate a compliance concern or complaint may communicate directly with the Compliance Officer(or designee), or Chief Executive Officer. Any complaint communicated pursuant to this alternate procedure shall be treated, in all respects, as if it had been submitted by use of the Hotline, as provided herein.

5.1.3 IVHD Compliance Officer or designee shall receive all Hotline complaints. S/he is responsible for investigating all complaints and allegations concerning violations, reported via the Hotline. S/he shall advise the Chief Executive Officer and the Board President regarding all complaints. It shall be the responsibility of the Chief Executive Officer, in cooperation with the Compliance Officer or designee, to address all complaints, to seek a resolution of such complaints at the staff level or, as appropriate, request intervention by the Board of Directors level. The Compliance Officer or designee is required to report to the Board, at least annually, in closed session regarding Hotline activity.

5.2 Acting in Good Faith

5.2.1 Anyone accessing the Hotline, or communicating with the Compliance Officer or designee, any member of management or the Chief Executive Officer, with a complaint concerning a violation or suspected violation of this Policy or any other matter involving IVHD activities must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of this policy or laws and regulations relating to IVHD’s business and other activities.

5.3 Confidentiality

5.3.1 All Hotline reports will be kept confidential, to the extent possible, consistent with the need to conduct an adequate investigation, and, in any event, the identity of the complainant shall remain confidential unless the complainant authorizes the release of his or her name, in writing.

5.4 Handling of Reported Violations

5.4.1 The Compliance Officer or designee will notify the sender, if he or she has identified himself or herself and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

5.4.2 The Compliance Officer or designee will notify any and all individuals involved in any investigation related to a compliance concern or complaint of the protections

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afforded to IVHD personnel under this Non-Retaliation Policy and the consequences for failure to follow this policy.

6.0 References:

- 6.1 False Claims Act 31 U.S.C. §3729-3733

7.0 Attachment List:

- 7.1 Attachment A – Comply Line Flyer

8.0 Summary of Revisions

- 8.1 Changed Author
- 8.2 Changed PMHD to IVHD throughout policy
- 8.3 Added attachment



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Imperial Valley Healthcare District

Title: Organ and Tissue Procurement / Donation		Policy No. CLN-00027
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Current Author: Gerardo Ibarra		Effective: 3/13/1986
Latest Review/Revision Date: 5/2025		Manual: Clinical

Collaborating Departments: ER, ICU, Med/Surg, D Krutzik, Dr Papp		Keywords: Organ donation, Tissue donation		
Approval Route: List all required approval				
PSQC		Other:		
Clinical Service MEC 6/2025		MSQC 7/2025	MEC 7/2025	BOD 7/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 This policy and procedure provides staff with guidance for:
 - 1.1.1 The hospital's obligations for the referral of potential donors for organ, tissue and eye donation
 - 1.1.2 Delineation of the hospital's responsibilities and the Organ Procurement Organization (OPO) responsibilities in completing the referral and donation of anatomical gift process
 - 1.1.3 The management of potential donors to include billing responsibilities

2.0 Scope: All Nursing Units

3.0 Policy:

- 3.1 Pioneers Memorial Hospital is committed to ensuring that every individual or family of a potential donor, in collaboration with the OPO Lifesharing, is informed of their option to donate organs or tissues. Additionally, Lifesharing and Pioneers Memorial Hospital are dedicated to educating staff on donation issues and are accountable for the organ procurement effectiveness.
- 3.2 Lifesharing is the federally designated OPO for Pioneers Memorial Hospital. Lifesharing has:
 - 3.2.1 Consulted with the San Diego Eye Bank and developed a protocol for identification and notification of potential eye donors.
 - 3.2.2 Specified the San Diego Eye Bank as an appropriate third party for death notification on potential eye donors
 - 3.2.3 Developed protocols for tissue donation
- 3.3 Hospital obligations at the time of death and imminent patient death:
 - 3.3.1 Make a reasonable search for a document of anatomical gift or donation e.g. advance directive, statement attached to driver's license, or other information specifying an acceptance or refusal of donation, if there is not immediately available any other source for that information.
 - 3.3.2 Refer to Lifesharing, in a timely manner, all deaths and imminent deaths that occur in the hospital (regardless of the deceased's medical suitability or age for organ donation)
 - 3.3.2.1 Neonatal death defined as a live birth delivery requiring a death certification is reportable to the donor referral line.
 - 3.3.2.2 Miscarriage/abortion or fetal deaths not requiring a death certificate are

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not reportable to the donor referral line.

- 3.3.3 Lifesharing staff/representative, as a the Designated Requestor, are responsible for approaching potential donor families and obtaining informed consent in the process of requesting organ, tissue and eye donation.
- 3.3.4 All healthcare team members will display discretion and sensitivity with respect to the circumstances, views, wishes and beliefs of the families of potential donors.
- 3.3.5 Lifesharing will monitor and provide reports of eligible organ donors and organ donor conversion rates for inclusion in the hospital performance improvement activities.

4.0 Definitions:

- 4.1 Anatomical Gift – Donation of all or part of a human body to take effect upon or after death. Donation categories are as follows:
- 4.2 Organ Donor:
 - 4.2.1 A brain dead individual whose cardiopulmonary function is being artificially maintained for the purpose of solid organ donation
 - 4.2.2 An individual whose organ(s) can be recovered for transplant after the heart has stopped (Donation after Cardiac Death/DCD).
- 4.3 Tissue Donor – Brain dead or cardiac dead individual who may donate their skin, heart valves, bone or cartilage.
- 4.4 Eye Donor – Brain dead or cardiac dead individual who may donate their eyes.
- 4.5 Imminent Death – Anticipated death of a patient on a ventilator and potentially brain dead. Guidance for determining imminent death includes the following *clinical triggers*: a severe, acute brain injured patient on a ventilator with:
 - 4.5.1 Glasgow Coma Scale (GCS) that is ≤ 4 without sedation or paralytics; or
 - 4.5.2 Absence of two or more cranial nerve reflexes; or
 - 4.5.3 For whom physicians are evaluating a diagnosis of brain death; or
 - 4.5.4 For whom a physician has ordered that life-sustaining therapies be withdrawn, pursuant to the family's decision.
- 4.6 Brain Death – An irreversible cessation of all functions of the entire brain, including the brain stem. (Health and Safety Code Section 7180). A physician may determine an individual is brain dead (as defined by statute). Law requires that a second physician independently confirm the patient's brain death. (Health & Safety Code Section 7181). Physicians declaring brain death may not be a part of the transplant team.
- 4.7 Cardiac Death – Irreversible cessation of cardiac and respiratory functions
- 4.8 Designated Requestor – Staff from the OPO, Lifesharing or San Diego Eye Bank or their designee who have completed appropriate training. Training includes the methodology for approaching potential donor families and informed consent process for requesting organ tissue and eye donation.
- 4.9 Care Team Members – Registered Nurses, Physicians, Social Services, Case Managers, Chaplains, or members of Spiritual Care Services.
- 4.10 Timely Referral – Imminent Death Referrals within one hour of patient meeting clinical trigger. Cardiac Death Referrals as soon as possible of cardiac death.

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- 4.11 Family- Legal decision maker as reasonably available. The identified legal decision maker is responsible for providing authorization for donation.

5.0 Procedure:

- 5.1 Clinical Indicators/Triggers:
- 5.1.1 Indicators to be used as guides by nursing staff in determining when to make an early notification to Lifesharing
 - 5.1.1.1 Clinical Triggers – Ventilated patient with devastating illness or injury that has Glasgow Coma Scale (GCS) that is ≤ 4 (not chemically induced) OR plans to withdraw support. When Lifesharing follows a patient, call if: neuro status worsens OR withdraw support
 - 5.1.2 Any patient that dies
- 5.2 Referral of potential organ/tissue/eye donor:
- 5.2.1 The nurse caring for the patient will call the donor referral line at 1-888-4A-DONOR (1-888-423-6667) to refer all deaths and imminent deaths.
 - 5.2.2 All potential organ donors/imminent deaths must be referred to the donor referral line in a timely manner (before the patient is weaned from support medications, extubated or disconnected from ventilator and within 1 hour of meeting a clinical trigger).
 - 5.2.3 At the time of referral, provide the following information:
 - 5.2.3.1 Patient's name and medical record;
 - 5.2.3.2 Age/Sex/Race;
 - 5.2.3.3 Height and weight;
 - 5.2.3.4 Time and cause of death (for cardiac death)
 - 5.2.4 Record the following on the Record of Death form (located in nursing units/triplicate form):
 - 5.2.4.1 Referral number provided by agency;
 - 5.2.4.2 Date and time of referral;
 - 5.2.4.3 Determination by procurement agency. Either:
 - 5.2.4.3.1 Patient was declined as donor; or
 - 5.2.4.3.2 Agency will further evaluate patient as a potential donor and approach the family for donation.
 - 5.2.5 Determination of medical suitability will be made by the Lifesharing organ or tissue coordinator or the San Diego Eye Bank staff; not by the hospital care team members.
 - 5.2.6 When death is imminent, medical suitability is confirmed by OPO, and physician is considering that life sustaining therapies be limited or withdrawn, which may be prior to formal decision, care conference or order, Lifesharing coordinator will approach legal next of kin or designated decision maker for authorization of organ donation after cardiac death
 - 5.2.7 Brain Death Documentation – Two separate licensed physicians not involved in the transplant procedure must document brain death in the Progress Notes. (California Health and Safety Code 7180-7183)

Imperial Valley Healthcare District

Title: Organ and Tissue Procurement / Donation		Policy No. CLN-00027
		Page 4 of 5
Current Author: Gerardo Ibarra		Effective: 3/13/1986
Latest Review/Revision Date: 5/2025		Manual: Clinical

- 5.2.8 If Lifesharing has declined the patient as acceptable for organ donation, the referral line must be called again at the time of cardiac death to ensure the family's possible option of tissue and/or eye donation.
- 5.2.9 Lifesharing of San Diego Eye Bank will obtain permission from the Medical Examiner for donation (if applicable).
- 5.3 Consent:
 - 5.3.1 The Lifesharing consent form will be used.
 - 5.3.2 Consent will be obtained from legal next of kin, Durable Power of Attorney for Healthcare or Surrogate (California Health and Safety Code 7151).
 - 5.3.3 Lifesharing organ and tissue coordinators and the San Diego Eye Bank staff or their designee, as Designated Requestors, are responsible for approaching potential donor's legal next of kin or surrogate and obtaining informed consent in the process of requesting organ, tissue and eye donation.
 - 5.3.4 When no legal next of kin or surrogate has been located after a due diligent search, the hospital administrator may consent to organ donation in brain dead patients (California Health and Safety Code 7151). Clear complete documentation of diligent search must be noted on the medical record.
 - 5.3.5 If the patient's family initiates discussion regarding donation, the donor referral line will be notified immediately and the family informed that all their questions can be fully answered by staff from Lifesharing or the San Diego Eye Bank. Lifesharing or the San Diego Eye Bank will notify the nurse or physician of the potential donor's suitability.
- 5.4 Organ Donor Management
 - 5.4.1 Primary nurse and physician will collaborate regarding status of potential donor to assure the recovery of all possible organs.
 - 5.4.2 Refer to Hospital Resource Manual for Organ and Tissue Recovery for medical and nursing management of potential donor.
 - 5.4.3 With a patient who donates organs after brain death:
 - 5.4.3.1 Once medical suitability has been documented and Lifesharing staff has obtained informed consent, the entire medical management of the patient is transferred to the Lifesharing procurement coordinator under the direction of the Lifesharing Medical Director and Lifesharing policies, procedures and protocols.
 - 5.4.3.2 Hospital staff will support nursing care.
 - 5.4.4 With a patient who donates organs after cardiac death:
 - 5.4.4.1 The primary physician or his designee will withdraw support and pronounce the patient at death (the physician or designee cannot be part of the procurement or transplant team).
 - 5.4.5 Eye Donor Management:
 - 5.4.5.1 Close eyelids;
 - 5.4.5.2 Elevate head;
 - 5.4.5.3 Place light eye packs over closed eyelids within two hours of death. (Be sensitive to the family; this procedure may be done after the family

Imperial Valley Healthcare District

Title: Organ and Tissue Procurement / Donation		Policy No. CLN-00027
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5.4.5.4 Financial Responsibility: No charges related to organ, tissue or eye donation will be the responsibility of the donor, the donor's family or estate, or donor's third party payer. The appropriate recovery agency will pay all charges related to donation. The hospital will provide a copy of the patient bill within five days of the organ recovery.

5.4.6 Organ Procurement Effectiveness:

5.4.6.1 The Health Information Department will provide, on a monthly basis or as requested, Lifesharing with the following data:

5.4.6.1.1 Patient name

5.4.6.1.2 Medical record number

5.4.6.1.3 Admit date

5.4.6.1.4 Discharge/Death date

5.4.6.1.5 Age

5.4.6.1.6 Unit of discharge

5.4.6.1.7 All ICD-10 diagnosis assigned to patient during hospitalization

5.4.6.2 Lifesharing will review records on a monthly basis, or as needed, to monitor the referral of 100% of imminent and actual deaths for the opportunity of organ and tissue donation.

5.4.6.3 Lifesharing will analyze data and provide organ donor conversion rates to the hospital as requested.

5.4.6.4 Lifesharing will collaborate with performance improvement representatives to analyze data and identify actions to improve process where applicable.

6.0 References:

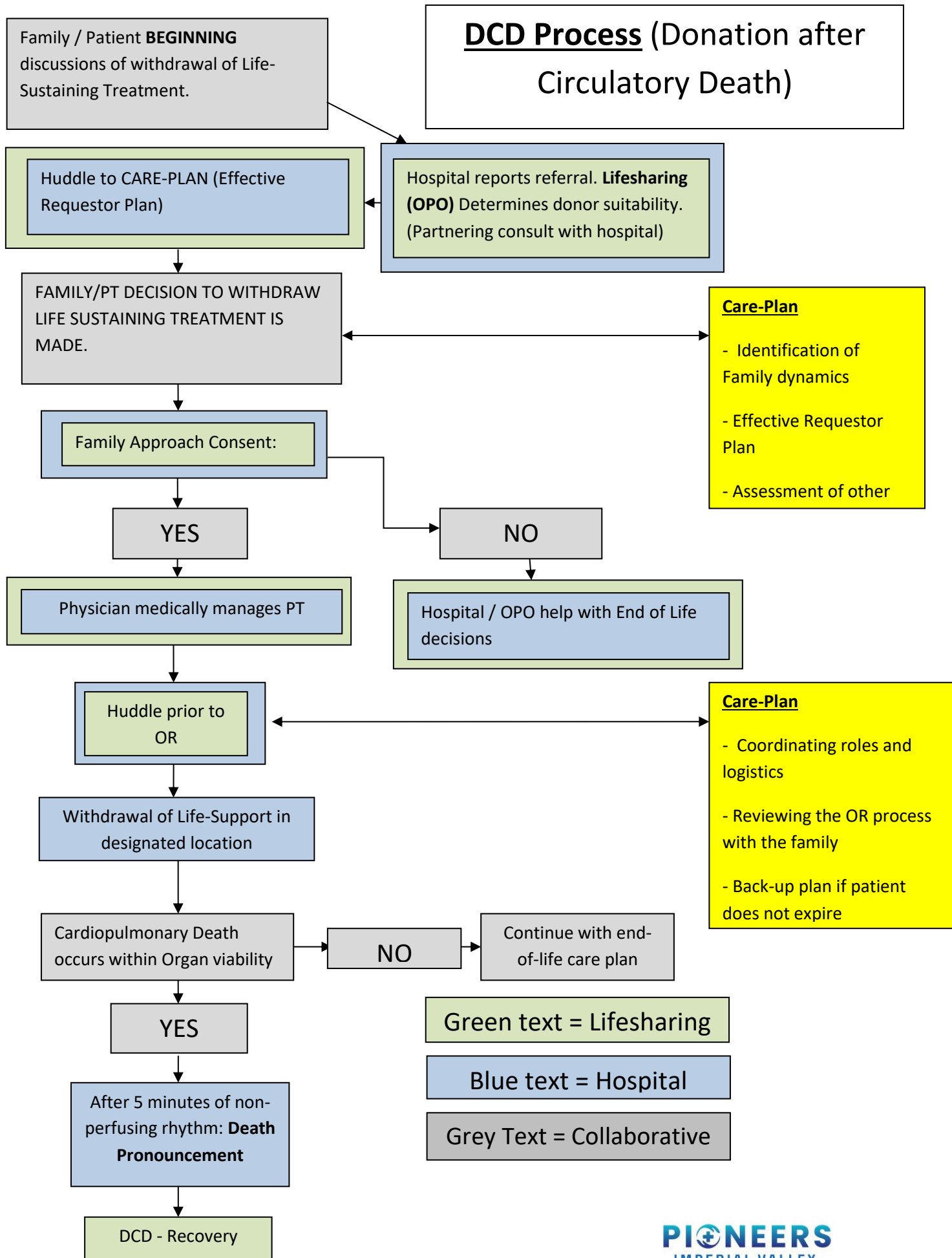
- 6.1 Lifesharing's Organ and Tissue Recovery <https://www.lifesharing.org/resources/for-professional-partners/hospitals/>
- 6.2 California Health and Safety Code, Uniform Anatomical Gift Act, Current to date
- 6.3 California Health and Safety Code, Section 7180, Uniform Determination of Death Act, Current to date
- 6.4 Donation after Cardiac Death: A Reference 3 Guide. US Dept. of Health and Human Services and UNOS

7.0 Attachment List:

- 7.1 Attachment B – DCD Process – Donation after Circulatory Death

8.0 Summary of Revisions:

- 8.1 Modified 5.2.6 Donation after Cardiac Death (DCD) suitability – When death is imminent and medical suitability is confirmed by Lifesharing and after the legal next of kin or surrogate has made a decision to withdraw support, only then will the OPO Lifesharing coordinator approach the family for organ donation after cardiac death DCD.
- 8.2 Deleted attachment A Death Record.



Imperial Valley Healthcare District

Title: Postexposure Prophylaxis after Occupational Exposure to Blood or Body Fluids by needle/sharps injury and/or splashes Protocol		Policy No. HRD-00127
		Page 1 of 3
Current Author: Lizbette Cordova, RN		Effective: 01/28/2002
Latest Review/Revision Date: 06/2024		Manual: Human Resource

Collaborating Departments: Pharmacy, Infection Control, Dr. Mohammed Al-Jasim		Keywords: employee, needle stick, blood borne	
Approval Route: List all required approval			
PSQC		Other: Safety Committee 12/2024	
Clinical Service _____	MSQC 3/2025	MEC 3/2025	BOD 3/2025

Note: If any of the sections of your final layout are not needed do not delete them, write "not applicable".

1.0 Purpose:

- 1.1 To provide prophylaxis treatment within 1 to 2 hours of exposure to contaminated blood/body fluid (sharp injury), in order to lower the risk of virus transmission.
- 1.2 To establish procedures for treatment/follow up of health care workers accidentally exposed to blood or body fluids through:
 - 1.2.1 Parenteral exposure (accidental needle stick/sharp injury). Needles are considered to be "contaminated" after penetration.
 - 1.2.2 Oral ingestion
 - 1.2.3 Direct mucous membrane contact – eye/mouth splash
 - 1.2.4 Non-intact skin
 - 1.2.5 One must always consider the potential risks of exposure to Hepatitis B, Hepatitis C, tetanus, HIV/AIDS, and/or wound infection.
- 1.3 To comply with Public Health Service and CDC recommendations for chemoprophylaxis after occupational exposure to HIV by type of exposure and source material.

2.0 Scope: District-wide

3.0 Policy:

- 3.1 This facility will treat employees and non-employees with prophylaxis treatment if there is a recognized risk of exposure. Initial dose will be given through Emergency Department to start immediately. The employee will be instructed to follow-up with the Employee Health Nurse for scheduling of further follow up and counseling through the designated occupational medicine clinic. It will be the determination of the Occupational Medicine Physician if the employee needs further treatment. The non-employee (physician, volunteer, contracted employees) will be instructed to follow up with their primary care physician to determine if the 4 week regimen is necessary.

4.0 Definitions:

- 4.1 Prophylaxis – Measures taken for the prevention of a disease or condition.
- 4.2 CDC- Center for Disease Control
- 4.3 HIV – Human Immunodeficiency Virus.
- 4.4 PEP – Post Exposure Prophylaxis
- 4.5 PCP – Primary Care Physician

Imperial Valley Healthcare District

Title: Postexposure Prophylaxis after Occupational Exposure to Blood or Body Fluids by needle/sharps injury and/or splashes Protocol	Policy No. HRD-00127
	Page 2 of 3
Current Author: Lizbette Cordova, RN	Effective: 01/28/2002
Latest Review/Revision Date: 06/2024	Manual: Human Resource

5.0 Procedure:

- 5.1 After exposure to potentially infected blood, body fluid, and/or needle/sharps injury employee and non-employee should control bleeding or other first aid measures must be established initially. Immediate and thorough cleaning of exposed skin surfaces by washing with soap and water or irrigating mucous membranes with water or saline solution as soon as possible.
- 5.2 Employees are responsible for reporting the accident to his/her manager and for completing an Employee Injury/Accident form, including explanation of how exposure occurred as well as the MR# of the source patient. If exposure is due to sharp injury, Sharp Injury Log Form must be completed. The employee will report to ER department as soon as possible for evaluation of injury and treatment (if indicated).
- 5.3 Non-employees should report to the emergency Department to be evaluated by the ER Physician (not covered by IVHD Work Compensation Insurance for non-employees).
- 5.4 Status of the employee/ non-employee's blood that has been exposed must be established (Hepatitis Evaluation/testing and HIV antibody testing).
- 5.5 The ER physician will treat the exposure site, assess the risk of infection, determining the need for prophylaxis and inform the non-employee that follow-up monitoring will need to be assessed by their PCP.
- 5.6 The exposed employee should follow up with Employee Health for referral to Occupational Medicine for further evaluation and testing needs.
- 5.7 Status of the patient's (source) blood that the employee (or non-employee) was exposed to must be established. Complete Hepatitis Panel (patient should not be charged) and HIV antibody testing (rapid HIV). If the source patient has evidence of infection, declines testing, has a positive test or is unknown, the exposed healthcare-worker should be evaluated clinically as soon as possible after the exposure.
- 5.8 The Emergency Department Physician shall be responsible for:
 - 5.8.1 Obtaining informed consent from employee/non-employee
 - 5.8.2 Maintaining employee/non-employee confidentially
 - 5.8.3 Following HIV/HBV/HCV antibody testing protocol.
 - 5.8.4 Following existing recommendations for Hepatitis B and HIV exposure prophylaxis.
- 5.9 Employee Health will provide the employee with necessary lab results, for follow up and counseling through the Occupational Medicine Clinic. The employee is responsible for attending his/her follow-up appointments.
- 5.10 The non-employee shall follow up with his/her PCP.
- 5.11 Prophylaxis Treatment:
 - 5.11.1 The Pharmacy Department will stock the IVHD Emergency Department Automated Dispensing Machine with medications using the regimens recommended by the CDC.

Imperial Valley Healthcare District

Title: Postexposure Prophylaxis after Occupational Exposure to Blood or Body Fluids by needle/sharps injury and/or splashes Protocol		Policy No. HRD-00127
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- 5.11.1.1 Recommended Regimen: Truvada (Tenofovir DF 300mg + emtricitabine 200mg) once daily **and** Isentress (raltegravir 400mg) twice daily.
- 5.11.1.2 Truvada™ 1 tablet by mouth once daily [co-formulated Tenofovir DF (Viread®; TDF) 300mg + emtricitabine (Emtriva™; FTC) 200mg]
PLUS
Raltegravir (Isentress®; RAL) 400mg by mouth twice daily
or
Dolutegravir (Tivicay™; DTG) 50mg by mouth once daily

6.0 References:

- 6.1 The Clinician Consultation Center University of California, San Francisco. Available at <http://nccc.ucsf.edu/clinical-resources/pep-resources/pep-quick-guide/> Updated: 2024

7.0 Attachment List: Not Applicable

8.0 Summary of Revisions:

- 8.1 Update section 3.0 to reflect ER no longer dispenses medication.
- 8.2 Removed reference to policy CLN-02881 Emergency Room Dispensing. Policy has been retired and ER no longer dispenses meds
- 8.3 Update 5.11.1 to reflect no dispensing of doses from the ER
- 8.4 Updated reference UCSF PEP Link

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: June 12, 2025

SUBJECT:

FY 2026 Operating Budget Proposal for Imperial Valley Healthcare District ("District")

BACKGROUND:

The objective of the District's FY 2026 Operating Budget Proposal is to provide a comprehensive financial plan for the upcoming fiscal year with the aim of ensuring that resources are effectively managed, funds are appropriately allocated, and the District's strategic goals can be achieved while maintaining quality patient care and other essential hospital functions. For FY 2026, the Operating Budget was based on projections of the future revenue and expenses. This was achieved by calculating the revenue and expenses from the first nine months of the current fiscal year and using it to annualize or forecast an estimate for the next twelve months. These calculations and the use of a newly acquired budgeting program, Multiview, helped to provide efficient and transparent budget development. When calculating and estimating the Operating Budget, factors such as inflation, new anticipated expenses, patient volumes, industry and historical trends, market changes and growth assumptions are taken into consideration.

KEY HIGHLIGHTS:

- Total staffing costs are projected to increase by 4.6%, which includes a 3% annual District-wide rate adjustment
- Supplies are forecasted to increase by 2.8%
- Total expenses are expected to increase by 4.0%
- Volumes for Admissions, Patient Days, Surgeries, Deliveries, ER visits and Clinic visits are predicted to remain consistent with FY 2025 volumes

BUDGET VALUE: Projected net gain of \$349K

BUDGET TERM: FY 2026 (July 1, 2025 through June 30, 2026)

RESPONSIBLE ADMINISTRATOR: Carly Loper, Chief Financial Officer

Imperial Valley Healthcare District
Pioneers Memorial Hospital
2026 Budget Proposal



Imperial Valley Healthcare District

Pioneers Memorial Hospital

2026 Budget Proposal

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1. Overview and Budget Assumptions	(Section 1)
2. Income Statement	
a. Statement of Revenue and Expense	(Section 2)
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4. P&L by Department	(Section 5)
5. Capital Budget FY 2026-2028	(Section 6)

Budgeted Financial Statement Summary

- **Net Excess/(Deficit)** - The Budget for Fiscal Year 2026 is projected as a net gain of \$349K against a Fiscal Year 2025 projected net gain of \$6.0 M.
- **Revenues** - Total gross revenues are projected to stay consistent with FY 2025. Other operating revenues such as QIP (PRIME II), grants, cafeteria sales, rebates and refunds and others are expected to remain the same. Non-Operating Revenue is predicted to increase with the addition of the Heffernan District taxes.
- **Expenses** - Operating expenses are projected to increase 4.0% or \$6.8 M, from \$168.5 M for FY 2025 to \$175.3 M for FY 2026.

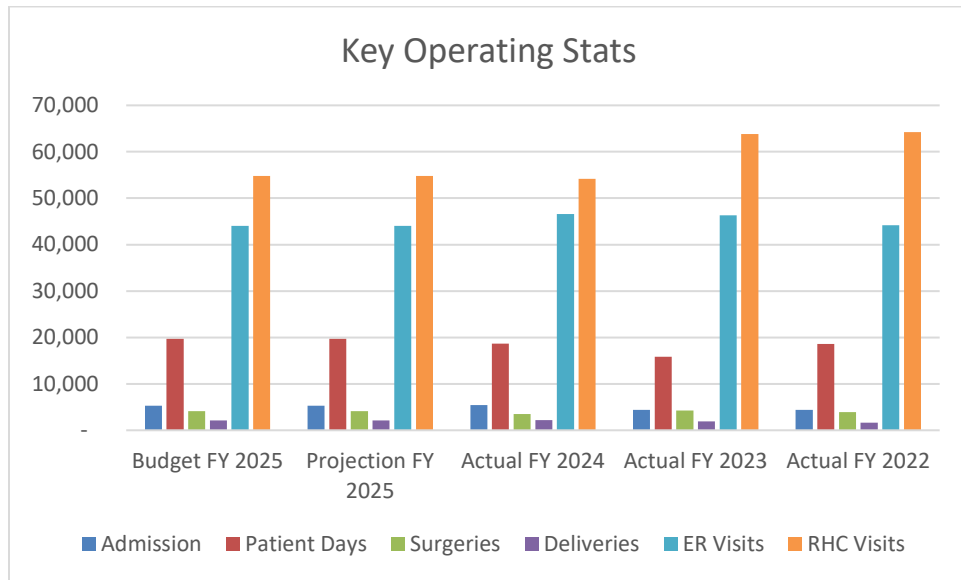
Budget Highlights

The following are key features of the proposed 2026 Budget:

- All volumes are expected to remain steady with FY 2025 volumes.
- Salaries are projected to increase by 4.8% or 3.6 M mostly due to a 3% annual rate adjustment. Total staffing is estimated to increase 4.6 % or \$4.6 M. Total staffing consists of salaries, benefits and contract labor.
- Supplies are projected to increase by 2.8% or \$556k due to inflation.
- Purchased Services and Repairs and Maintenance is estimated to increase due to inflation of about 2.5% or \$194k and \$190k, respectively.
- Capital Expenditures are estimated to be about \$6.1 M for the year.

Major Volume Indicators

	Budget FY 2025	Projection FY 2025	Actual FY 2024	Actual FY 2023	Actual FY 2022
Admission	5,323	5,323	5,398	4,393	4,419
Patient Days	19,735	19,735	18,681	15,816	18,607
Surgeries	4,105	4,105	3,510	4,257	3,945
Deliveries	2,123	2,123	2,201	1,904	1,629
ER Visits	44,015	44,015	46,553	46,323	44,206
RHC Visits	54,817	54,817	54,186	63,800	64,254



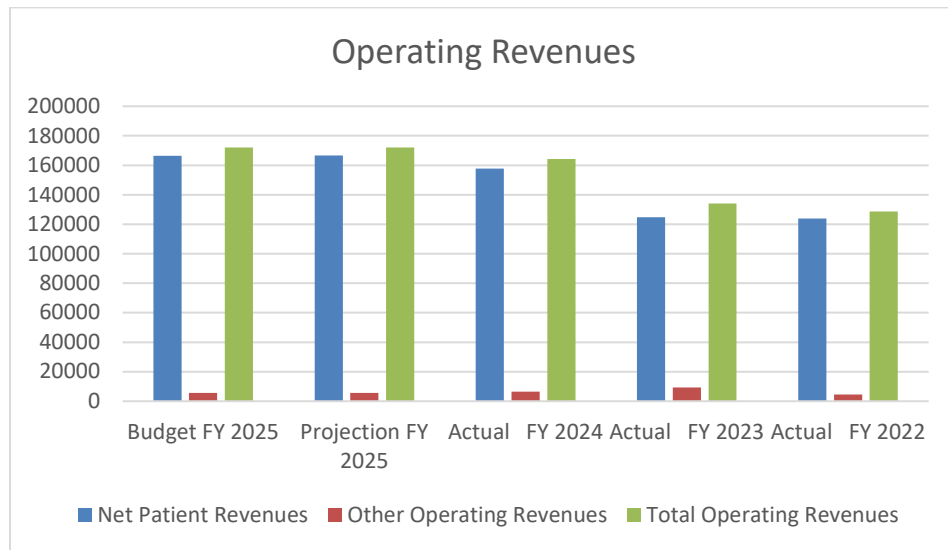
Payer Mix (patient days)

Medi-Cal Managed care is our single largest payer class followed by Medicare. These governmental payers are budgeted to comprise 78.8% of all inpatient volumes.

Total Operating Revenues (Net Patient Revenues & Other Revenues)

Total Operating Revenues, which are comprised of Net Patient Revenues (Gross Revenues less Deductions) and Other Operating Revenues (Grants, Prime, Cafeteria and Miscellaneous), are budgeted to stay consistent with current year.

	Budget FY 2025	Projection FY 2025	Actual FY 2024	Actual FY 2023	Actual FY 2022
Net Patient Revenues	166,489	166,635	157,856	124,839	123,964
Other Operating Revenues	5,582	5,532	6,556	9,311	4,624
Total Operating Revenues	172,071	172,167	164,412	134,150	128,588
*in thousands					



Net patient services revenues are budgeted to stay steady with a slight decrease of \$146K. This decrease is due to the fluctuations in projected Supplemental Payments.

For the FY 2026 Budget timeframe, much higher Supplemental Payments could potentially be recognized due to an increase in the District Hospital Directed Payment (DHDP) program netted against a decrease in the potential DSH payment from the federal government.

Salaries

Salary expenses are budgeted to increase by 4.8% or \$3.6 M for FY 2026. Most budgeted staffing levels were calculated on a *workload unit* adjusted basis. The calculation for this basis is done by assigning each department a productivity factor (worked hours allowed per statistic) and then it is applied to each department's budgeted statistic. This methodology was used to determine the total number of Full Time Equivalents (FTEs) to budget for each department as well as develop a benchmark for the departments' performance over the years.

Key assumptions used to calculate employee pay rates are shown below.

- A. Across-the-board pay rate adjustments (market adjustments) were included in the FY 2026 budget. These adjustments include an average of 3.0% merit that would increase salaries and employer taxes by \$3.8 M.
- B. A Holiday Bonus amount of \$500K was included in the FY 2026 Budget. The payout of this bonus will be dependent on factors established by the CEO and Board of Directors.

Registry and Contract Labor

Contract Labor is projected to stay consistent with a modest increase of 4.2% or \$100K. Nursing Administration continues to recruit nursing staff so the future use of registry nurses is minimal. The District's Security Services continue on a contract basis, which comprises of about 23.3% of the contract labor expense.

Employee Benefits

In total, Employee Benefits are expected to increase by 4.1% or \$826K. Payroll taxes will increase consistently with the increases in budgeted salary expenses. Workers' Compensation premiums are quoted to increase approximately 16.8% due to higher salaries and high Ex Mod.

Professional Fees

Professional fees, which include legal and audit services, are projected to increase 2.0% or \$312K. The largest variance for Professional Fees is legal fees, which accounts for an increase of 19.2%.

Supplies

The cost of supplies is expected to increase by 2.8% or \$556K due to inflation. Included in this increase is a 3.0% inflation rate for supplies and 7.0% for drugs.

Purchased Services and Repairs and Maintenance

The cost of Purchased Services is projected to increase by 2.5% or \$194K over FY 2025 costs.

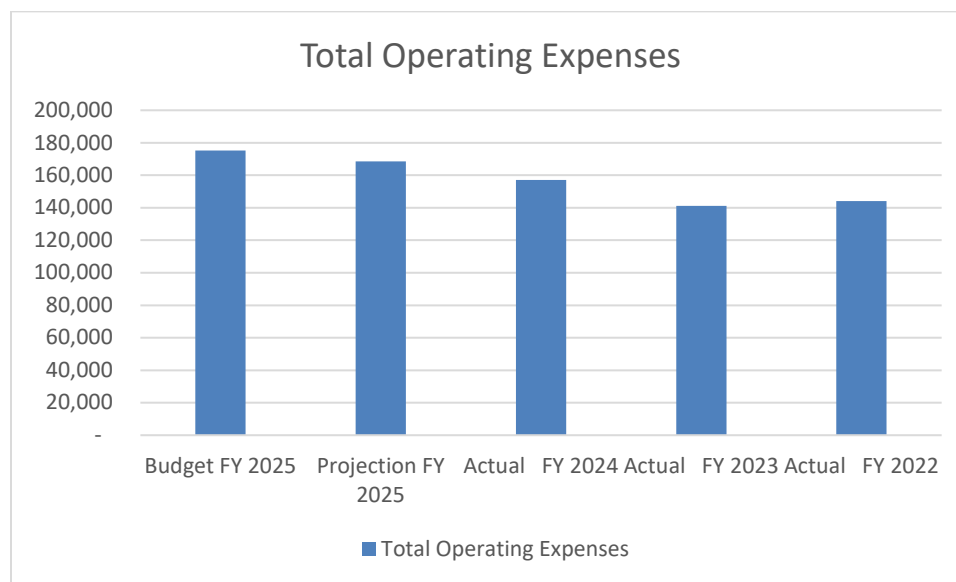
Repairs and maintenance costs are expected to increase 2.5% or \$190K. The increase is attributed to the continued essential maintenance support for software systems.

Other Expenses

Most other expenses are comprised of utilities, licenses, dues, outside training, travel, leases and other. Those expenses are expected to increase by 6.7% or \$670K due to inflation-driven increases for utilities and an increase in outside training. Other expenses have increased 42.7% or \$256K, mostly due to the newly adopted Employee Retention Program funds of \$25 per employee, per quarter.

Total Operating Expenses

	Budget FY 2025	Projection FY 2025	Actual FY 2024	Actual FY 2023	Actual FY 2022
Total Operating Expenses *in thousands	175,253	168,492	157,085	141,164	144,177



Capital Spending

The total capital spending is estimated to be about \$6.2 M with 30.8% of that amount from IT expenses, 18.1% from Plant Maintenance expenses and the rest from the clinical departments.

Balance Sheet Key Indicators

The table below provides a comparison of the key operating ratios between FY 2026 and FY 2025. The Days Cash on Hand is projected to decrease due to the increase in expenses and the anticipated repayment of the Distressed Loan to start in May 2026.

	Budget FY 2025	Projection FY 2025	Actual FY 2024	Actual FY 2023	Actual FY 2022
Gross A/R Days	62.7	65.5	63.9	71.2	65.9
Net A/R Days	37.5	41.3	35.7	57.7	44.8
Days Cash on Hand	71.6	102.9	94.9	44.3	65.7
Debt Service Coverage	0.80	1.84	5.63	2.87	(1.40)
Current Ratio	3.57%	3.94%	3.34%	2.54%	1.63%
Net Income Margin	0.20%	3.47%	5.92%	0.44%	(0.07)

Non-Operating Revenue/(Expense)

Pioneers Memorial Hospital District tax revenues are projected to be \$1.4 M while Heffernan District tax revenues are projected to be at least \$1.2 M. Interest expense for the Series 2017 Revenue bonds is \$629K.

(END OF PROPOSAL)

**IMPERIAL VALLEY HEALTHCARE DISTRICT
PIONEERS MEMORIAL HOSPITAL
STATEMENT OF REVENUE AND EXPENSE
FOR THE BUDGET YEAR ENDING JUNE 30, 2026**

	BUDGET FY 2026	PROJECTED FY 2025	VARIANCE \$	VARIANCE %	ACTUAL FY 2024	ACTUAL FY 2023	ACTUAL FY 2022
GROSS PATIENT REVENUES	541,438,723	541,438,723	-	0.0%	508,908,402	450,470,549	449,558,132
TOTAL REVENUE DEDUCTIONS	374,949,743	374,803,888	145,855	0.0%	351,052,811	325,631,697	325,594,418
NET PATIENT REVENUES	166,488,980	166,634,835	(145,855)	-0.1%	157,855,591	124,838,852	123,963,714
OTHER OPERATING REVENUE GRANT REVENUES	50,000	-	50,000	0.0%	550,000	-	-
OTHER	5,532,093	5,532,093	-	0.0%	6,006,283	9,311,005	4,624,221
TOTAL OTHER REVENUE	5,582,093	5,532,093	50,000	0.9%	6,556,283	9,311,005	4,624,221
TOTAL OPERATING REVENUE	172,071,073	172,166,928	(95,855)	-0.1%	164,411,874	134,149,857	128,587,935
OPERATING EXPENSES							
SALARIES AND WAGES	79,843,688	76,195,996	3,647,692	4.8%	67,925,285	54,821,236	51,269,201
BENEFITS	20,830,478	20,004,715	825,763	4.1%	18,172,512	16,613,611	15,184,670
REGISTRY & CONTRACT	2,478,875	2,378,545	100,330	4.2%	3,378,617	5,881,464	8,342,844
TOTAL STAFFING EXPENSE	103,153,041	98,579,256	4,573,785	4.6%	89,476,414	77,316,311	74,796,715
PROFESSIONAL FEES	16,234,109	15,921,738	312,371	2.0%	14,004,128	15,498,022	15,815,125
SUPPLIES	20,446,778	19,890,358	556,420	2.8%	19,139,614	17,846,976	22,701,487
PURCHASED SERVICES	7,819,409	7,625,859	193,550	2.5%	8,857,315	7,849,584	8,725,179
REPAIR & MAINTENANCE	7,795,935	7,606,396	189,539	2.5%	6,831,255	6,017,487	6,176,387
DEPRECIATION & AMORT	3,424,866	3,595,112	(170,246)	-4.7%	3,355,375	3,572,979	4,128,969
INSURANCE	2,961,669	2,771,358	190,311	6.9%	2,746,154	2,215,447	2,252,242
HOSPITALIST PROGRAM	2,673,428	2,428,109	245,319	10.1%	2,629,754	2,661,055	1,816,000
OTHER	10,744,167	10,074,173	669,994	6.7%	10,044,685	8,186,109	7,765,370
TOTAL OPERATING EXPENSES	175,253,402	168,492,359	6,761,043	4.0%	157,084,695	141,163,970	144,177,474
TOTAL OPERATING MARGIN	(3,182,329)	3,674,569	(6,856,898)	-186.6%	7,327,179	(7,014,113)	(15,589,539)
NON OPER REVENUE(EXPENSE)							
OTHER NON-OP REV (EXP)	1,455,680	1,451,740	3,940	0.3%	1,432,178	870,825	(367,434)
DISTRICT TAX REVENUES	1,485,046	1,485,046	-	0.0%	1,645,836	1,461,057	1,383,909
HENFFERNAN DISTRICT TAX REV	1,226,800						
DISTRICT TAX G.O. Bonds							
INTEREST EXPENSE	(636,402)	(629,145)	(7,257)	1.2%	(666,822)	1,874,736	1,855,029
CARES HHS/ FEMA RELIEF FUNDING	-	-	-	0.0%	-	(698,622)	(722,954)
TOTAL NON-OP REV (EXPENSE)	3,531,124	2,307,641	1,223,483	53.0%	2,411,192	7,606,985	6,492,916
NET EXCESS / (DEFICIT)	348,795	5,982,210	(5,633,415)	-94.2%	9,738,371	592,872	(9,096,623)

IMPERIAL VALLEY HEALTHCARE DISTRICT
PIONEERS MEMORIAL HOSPITAL
PRODUCTIVITY AND RATIO ANALYSIS
BUDGET YEAR ENDING JUNE 30, 2026

	Budget FY 2026	% Change	Projection FY 2025	% Change	Actual FY 2024	% Change	Actual FY 2023	% Change	Actual FY 2022
Gross A/R Days	62.7	-4.3%	65.5	2.4%	63.9	-10.3%	71.2	8.1%	65.9
Net A/R Days	37.5	-9.2%	41.3	15.9%	35.7	-38.2%	57.7	28.7%	44.8
Days Cash On Hand	71.6	-30.5%	102.9	8.5%	94.9	114.2%	44.3	-32.6%	65.7
Current Ratio	3.57%	-9.4%	3.94%	17.9%	3.34%	31.7%	2.54%	56.3%	1.63%
Debt Service Coverage	0.80	-56.3%	1.84	-67.3%	5.63	95.8%	2.87	-305.8%	(1.40)
Debt to Capital	64.2%	-0.4%	64.5%	-3.3%	66.7%	5.6%	63.2%	25.0%	50.5%
Accounts Payable Days	54.9	3.0%	53.3	-21.3%	67.7	22.0%	55.5	9.9%	50.5
Average Age of Plant	31.2	8.5%	28.7	-3.3%	29.7	10.0%	27.0	19.2%	22.7
Deductible Ratio	69.25%	0.0%	69.22%	0.4%	68.98%	-4.6%	72.29%	-0.2%	72.43%
Net Income Margin	0.20%	-94.2%	3.47%	-41.3%	5.92%	1240.3%	0.44%	-106.2%	-7.07%

IMPERIAL VALLEY HEALTHCARE DISTRICT
PIONEERS MEMORIAL HOSPITAL
BALANCE SHEET
Budget FY 2026

	Budget FY 2026	Projection FY 2025	Actual FY 2024	Actual FY 2023	Actual FY 2022
ASSETS					
CURRENT ASSETS					
CASH	33,694,143	46,379,190	39,965,486	16,685,983	16,103,854
CDs - LAIF & CVB	64,218	66,244	65,505	63,099	62,023
ACCOUNTS RECEIVABLE - PATIENTS	92,973,817	96,835,608	89,112,026	87,933,623	81,145,287
LESS: ALLOWANCE FOR BAD DEBTS	(5,514,680)	(5,301,153)	(5,728,207)	(4,977,190)	(5,198,061)
LESS: ALLOWANCE FOR CONTRACTUAL;	(70,335,289)	(72,710,128)	(67,960,450)	(63,207,554)	(60,715,463)
NET ACCOUNTS RECEIVABLE	17,307,085	18,824,327	15,423,369	19,748,878	15,231,763
	18.62%	19.44%	17.31%	22.46%	18.77%
ACCOUNTS RECEIVABLE - OTHER	32,123,804	26,700,939	30,801,714	17,257,248	12,944,986
COST REPORT RECEIVABLES	889,567	59,499	2,521,422	368,285	1,410,849
INVENTORIES - SUPPLIES	3,207,429	3,157,704	2,835,246	3,316,624	3,520,142
PREPAID EXPENSES	2,205,514	2,872,296	1,953,532	2,077,178	1,919,051
TOTAL CURRENT ASSETS	89,491,759	98,060,199	93,566,273	59,517,296	60,305,246
OTHER ASSETS					
PROJECT FUND 2017 BONDS	617,546	634,042	505,516	496,742	489,020
BOND RESERVE FUND 2017 BONDS	968,323	968,353	968,324	968,300	968,316
LIMITED USE ASSETS	0	10,198	40,959	37,063	57,578
GASB87 LEASES	66,879,394	64,931,450	64,931,450	49,415,107	22,618,546
OTHER ASSETS PROPERTY TAX PROCEEDS	477,313	269,688	505,438	594,002	540,125
OTHER INVESTMENTS	0	420,000	0	0	0
TOTAL OTHER ASSETS	68,942,576	67,233,731	66,951,687	51,511,214	24,673,585
PROPERTY, PLANT AND EQUIPMENT					
LAND	2,633,026	2,633,026	2,623,526	2,623,526	2,623,526
BUILDINGS & IMPROVEMENTS	65,118,597	63,118,597	62,919,140	63,472,230	61,523,759
EQUIPMENT	73,124,294	66,112,086	63,203,579	59,457,987	59,489,753
CONSTRUCTION IN PROGRESS	1,241,664	137,355	766,043	338,266	1,782,302
LESS: ACCUMULATED DEPRECIATION	(106,752,332)	(103,327,466)	(99,748,993)	(96,575,063)	(93,656,440)
NET PROPERTY, PLANT, AND EQUIPMENT	35,365,249	28,673,598	29,763,294	29,316,946	31,762,900
TOTAL ASSETS	193,799,585	193,967,528	190,281,255	140,345,456	116,741,731

IMPERIAL VALLEY HEALTHCARE DISTRICT
PIONEERS MEMORIAL HOSPITAL
BALANCE SHEET
Budget FY 2026

	Budget FY 2026	Projection FY 2025	Actual FY 2024	Actual FY 2023	Actual FY 2022
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
ACCOUNTS PAYABLE - CASH REQUIREMENTS	4,437,735	3,816,007	5,460,085	4,037,112	3,136,578
ACCOUNTS PAYABLE - ACCRUALS	9,398,388	9,100,055	10,450,085	8,645,023	9,234,616
PAYROLL & BENEFITS PAYABLE - ACCRUALS	6,195,975	6,866,756	6,362,197	5,358,973	6,444,858
CURRENT PORTION - GO BONDS PAYABLE	0	0	230,000	220,000	1,810,000
CURRENT PORTION - 2017 REVENUE BONDS	0	0	320,000	305,000	290,000
INTEREST PAYABLE - GO BONDS	0	0	2,875	5,625	24,197
INTEREST PAYABLE - 2017 REVENUE BONDS	161,033	163,450	165,867	168,408	170,825
CURRENT PORTION - LEASE LIAB (GASB87)	3,984,958	3,868,891	3,756,205	1,722,161	1,059,698
CURRENT PORTION - LONG-TERM DEBT (CHFF)	858,248	1,043,505	1,228,761	469,091	216,403
TOTAL CURRENT LIABILITIES	25,036,337	24,858,664	27,976,076	20,931,394	31,499,753
LONG TERM DEBT AND OTHER LIABILITIES					
PMH RETIREMENT FUND - ACCRUAL	924,639	941,305	305,518	416,228	347,190
NOTES PAYABLE - EQUIPMENT PURCHASES (C	26,444,444	26,962,963	26,962,963	191,724	415,155
LOANS PAYABLE - CHFFA NDPH	0	0	3,766,770	6,715,689	2,986,587
BONDS PAYABLE 2017 SERIES	14,448,151	14,468,003	14,487,856	14,831,679	15,160,502
LONG-TERM LEASE LIABILITIES (GASB 87)	66,059,957	64,135,880	62,267,845	48,170,072	21,651,051
DEFERRED PROPERTY TAX REVENUE	552,022	550,877	511,188	594,002	540,125
SKILLED NURSING OVER COLLECTIONS	0	2,064,596	0	0	0
TOTAL LONG-TERM DEBT	108,429,213	109,123,625	108,302,140	75,149,394	41,570,182
FUND BALANCE AND DONATED CAPITAL	59,985,239	54,003,028	44,264,668	44,264,668	43,671,796
NET SURPLUS (DEFICIT) CURRENT YEAR	348,795	5,982,211	9,738,371	0	0
TOTAL FUND BALANCE	60,334,034	59,985,239	54,003,039	44,264,668	43,671,796
TOTAL LIABILITIES AND FUND BALANCE	193,799,584	193,967,528	190,281,255	140,345,456	116,741,731

24 HR OBSERVATION

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	3,247,296	3,247,296	-	0%
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	-	-		
TOTAL OPERATING EXPENSES				
NET OPERATING MARGIN	3,247,296	3,247,296	-	0%
OPERATING MARGIN	3,247,296	3,247,296	-	0%
NET INCOME	3,247,296	3,247,296	-	0%

ACUTE DIALYSIS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	2,608,344	2,608,344	-	0%
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	954,668	983,308	28,640	3%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	954,668	983,308	28,640	3%
TOTAL OPERATING EXPENSES	954,668	983,308	28,640	3%
NET OPERATING MARGIN	1,653,676	1,625,036	(28,640)	-2%
OPERATING MARGIN	1,653,676	1,625,036	(28,640)	-2%
NET INCOME	1,653,676	1,625,036	(28,640)	-2%

ADMINISTRATION

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	1,208,228	1,200,192	(8,036)	-1%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,208,228	1,200,192	(8,036)	-1%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	33,121	34,114	993	3%
PURCHASED SERVICES	1,183,954	1,183,954	-	0%
REPAIRS AND MAINTENANCE	48,430	48,430	-	0%
OTHER EXPENSE	464,545	489,570	25,025	5%
ALL NON-LABOR	1,730,050	1,756,069	26,019	2%
TOTAL OPERATING EXPENSES	2,938,279	2,956,261	17,982	1%
NET OPERATING MARGIN	(2,938,279)	(2,956,261)	(17,982)	1%
OPERATING MARGIN	(2,938,279)	(2,956,261)	(17,982)	1%
NET INCOME	(2,938,279)	(2,956,261)	(17,982)	1%

ADMISSIONS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-	-	0%
SALARIES	1,580,027	1,721,044	141,017	9%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,580,027	1,721,044	141,017	9%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	12,656	-		
SUPPLIES	68,712	63,674	(5,038)	-7%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	128,088	128,088	-	0%
OTHER EXPENSE	1,068	11,827	10,759	1007%
ALL NON-LABOR	210,524	203,588	(6,936)	-3%
TOTAL OPERATING EXPENSES	1,790,551	1,924,633	134,082	7%
NET OPERATING MARGIN	(1,790,544)	(1,924,633)	(134,089)	7%
OPERATING MARGIN	(1,790,544)	(1,924,633)	(134,089)	7%
NET INCOME	(1,790,544)	(1,924,633)	(134,089)	7%

ANESTHESIA

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	7,471,125	7,471,125	-	0%
SALARIES	30,225	31,131	906	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	30,225	31,131	906	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	3,061,412	3,061,412		
SUPPLIES	161,064	165,896	4,832	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	347	347	-	0%
OTHER EXPENSE	16,856	16,956	100	1%
ALL NON-LABOR	3,239,679	3,244,611	4,932	0%
TOTAL OPERATING EXPENSES	3,269,903	3,275,742	5,839	0%
NET OPERATING MARGIN	4,201,221	4,195,383	(5,838)	0%
OPERATING MARGIN	4,201,221	4,195,383	(5,838)	0%
NET INCOME	4,201,221	4,195,383	(5,838)	0%

BACK TO WORK

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	35,575	35,506	(69)	0%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	35,575	35,506	(69)	0%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	-	-		
TOTAL OPERATING EXPENSES	35,575	35,506	(69)	0%
NET OPERATING MARGIN	(35,575)	(35,506)	69	0%
OPERATING MARGIN	(35,575)	(35,506)	69	0%
NET INCOME	(35,575)	(35,506)	69	0%

BLOOD BANK

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	802,522	802,522	-	0%
SALARIES	-	-	-	
BENEFITS	-	-	-	
REGISTRY & CONTRACT	-	-	-	
TOTAL STAFFING EXPENSE	-	-	-	
CONTRACT LABOR	-	-	-	
PROFESSIONAL FEES	-	-	-	
SUPPLIES	430,339	443,250	12,911	3%
PURCHASED SERVICES	-	-	-	
REPAIRS AND MAINTENANCE	-	-	-	
OTHER EXPENSE	-	-	-	
ALL NON-LABOR	430,339	443,250	12,911	3%
TOTAL OPERATING EXPENSES	430,339	443,250	12,911	3%
NET OPERATING MARGIN	372,183	359,273	(12,910)	-3%
OPERATING MARGIN	372,183	359,273	(12,910)	-3%
NET INCOME	372,183	359,273	(12,910)	-3%

CAFETERIA

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	228,808	239,224	10,416	5%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	228,808	239,224	10,416	5%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	391,201	402,937	11,736	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	1,700	1,700	100%
OTHER EXPENSE	-	500	500	100%
ALL NON-LABOR	391,201	405,137	13,936	4%
TOTAL OPERATING EXPENSES	620,008	644,361	24,353	4%
NET OPERATING MARGIN	(620,008)	(644,361)	(24,353)	4%
OPERATING MARGIN	(620,008)	(644,361)	(24,353)	4%
NET INCOME	(620,008)	(644,361)	(24,353)	4%

CalAIM

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	231,576	125,405	(106,171)	-46%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	231,576	125,405	(106,171)	-46%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	59	61	2	3%
PURCHASED SERVICES	-	-	-	
REPAIRS AND MAINTENANCE	-	-	-	
OTHER EXPENSE	-	300	300	100%
ALL NON-LABOR	59	361	302	512%
TOTAL OPERATING EXPENSES	231,636	125,766	(105,870)	-46%
NET OPERATING MARGIN	(231,636)	(125,766)	105,870	-46%
OPERATING MARGIN	(231,636)	(125,766)	105,870	-46%
NET INCOME	(231,636)	(125,766)	105,870	-46%

CALEXICO HEALTH CENTER

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	2,674,668	2,674,668	-	0%
SALARIES	882,717	978,203	95,486	11%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	882,717	978,203	95,486	11%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	82,113	84,583	2,470	3%
SUPPLIES	19,448	13,731	(5,717)	-29%
PURCHASED SERVICES	42,869	49,569	6,700	16%
REPAIRS AND MAINTENANCE	23,773	24,490	717	3%
OTHER EXPENSE	295,315	297,686	2,371	1%
ALL NON-LABOR	463,517	470,059	6,542	1%
TOTAL OPERATING EXPENSES	1,346,234	1,448,262	102,028	8%
NET OPERATING MARGIN	1,328,435	1,226,407	(102,028)	-8%
OPERATING MARGIN	1,328,435	1,226,407	(102,028)	-8%
NET INCOME	1,328,435	1,226,407	(102,028)	-8%

CARDIAC CATH SERVICES LAB

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	714,043	714,043		
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	4,396	4,527	131	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	199,502	199,502	-	0%
OTHER EXPENSE	-	100,009	100,009	100%
ALL NON-LABOR	203,906	304,038	100,132	49%
TOTAL OPERATING EXPENSES	203,906	304,038	100,132	49%
NET OPERATING MARGIN	510,137	410,005	(100,132)	-20%
OPERATING MARGIN	510,137	410,005	(100,132)	-20%
NET INCOME	510,137	410,005	(100,132)	-20%

CASE MANAGEMENT

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	1,043,342	1,272,065	228,723	22%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,043,342	1,272,065	228,723	22%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	93,567	93,567		
SUPPLIES	7,012	7,222	210	3%
PURCHASED SERVICES	-	-	-	
REPAIRS AND MAINTENANCE	110,743	110,743	-	0%
OTHER EXPENSE	34,639	43,239	8,600	25%
ALL NON-LABOR	245,960	254,771	8,811	4%
TOTAL OPERATING EXPENSES	1,289,301	1,526,836	237,535	18%
NET OPERATING MARGIN	(1,289,301)	(1,526,836)	(237,535)	18%
OPERATING MARGIN	(1,289,301)	(1,526,836)	(237,535)	18%
NET INCOME	(1,289,301)	(1,526,836)	(237,535)	18%

CENTRAL SUPPLY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	2,612,032	2,612,032	-	0%
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	2,529,362	2,491,363	(37,999)	-2%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	147,231	151,231	4,000	3%
ALL NON-LABOR	2,676,593	2,642,595	(33,998)	-1%
TOTAL OPERATING EXPENSES	2,676,593	2,642,595	(33,998)	-1%
NET OPERATING MARGIN	(64,561)	(30,562)	33,999	-53%
OPERATING MARGIN	(64,561)	(30,562)	33,999	-53%
NET INCOME	(64,561)	(30,562)	33,999	-53%

CLINICAL LAB

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	55,741,653	55,741,653	-	0%
SALARIES	2,917,025	3,013,831	96,806	3%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	78,000	78,000	100%
TOTAL STAFFING EXPENSE	2,917,025	3,091,831	174,806	6%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	90,000	90,000	-	0%
SUPPLIES	2,732,703	2,814,782	82,079	3%
PURCHASED SERVICES	944,250	944,250	-	-
REPAIRS AND MAINTENANCE	46,652	46,652	-	-
OTHER EXPENSE	98,385	101,885	3,500	4%
ALL NON-LABOR	3,911,991	3,997,570	85,579	2%
TOTAL OPERATING EXPENSES	6,829,016	7,089,401	260,385	4%
NET OPERATING MARGIN	48,912,637	48,652,252	(260,385)	-1%
OPERATING MARGIN	48,912,637	48,652,252	(260,385)	-1%
NET INCOME	48,912,637	48,652,252	(260,385)	-1%

CLINICS ADMIN CTR

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-	-	
SALARIES	1,400,632	2,150,576	749,944	54%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,400,632	2,150,576	749,944	54%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-	-	
SUPPLIES	8,095	8,338	243	3%
PURCHASED SERVICES	56,613	62,613		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	13,104	42,204	29,100	222%
ALL NON-LABOR	77,811	113,154	35,343	45%
TOTAL OPERATING EXPENSES	1,478,444	2,263,730	785,286	53%
NET OPERATING MARGIN	(1,478,444)	(2,263,730)	(785,286)	53%
OPERATING MARGIN	(1,478,444)	(2,263,730)	(785,286)	53%
NET INCOME	(1,478,444)	(2,263,730)	(785,286)	53%

COMMUNICATIONS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	290,321	299,030	8,709	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	290,321	299,030	8,709	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	8,311	8,560	249	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	41,890	41,890	-	0%
OTHER EXPENSE	205,414	205,714	300	0%
ALL NON-LABOR	255,616	256,165	549	0%
TOTAL OPERATING EXPENSES	545,936	555,195	9,259	2%
NET OPERATING MARGIN	(545,936)	(555,195)	(9,259)	2%
OPERATING MARGIN	(545,936)	(555,195)	(9,259)	2%
NET INCOME	(545,936)	(555,195)	(9,259)	2%

CT SCANNER

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	77,594,268	77,594,268	-	0%
SALARIES	353,663	364,273	10,610	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	353,663	364,273	10,610	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-	-	
SUPPLIES	-	-	-	
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	148,713	148,713		
OTHER EXPENSE	33,486	33,486	400	1.2%
ALL NON-LABOR	182,198	182,598	400	0.2%
TOTAL OPERATING EXPENSES	535,862	546,871	11,010	2%
NET OPERATING MARGIN	77,058,407	77,047,697	11,010	0%
OPERATING MARGIN	77,058,407	77,047,697	(11,010)	0%
NET INCOME	77,058,407	77,047,697	(11,010)	0%

C-WHAP CLINIC

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	3,651,631	3,651,631	-	0%
SALARIES	623,980	521,945	(102,035)	-16%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	623,980	521,945	(102,035)	-16%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	923,321	923,321	-	0%
SUPPLIES	108,411	112,306	3,895	4%
PURCHASED SERVICES	5,414	5,414		
REPAIRS AND MAINTENANCE	3,849	3,849		
OTHER EXPENSE	184,129	181,251	(2,878)	-2%
ALL NON-LABOR	1,225,124	1,226,141	1,017	0%
TOTAL OPERATING EXPENSES	1,849,104	1,748,086	(101,018)	-5%
NET OPERATING MARGIN	1,802,527	1,903,545	101,018	6%
OPERATING MARGIN	1,802,527	1,903,545	101,018	6%
NET INCOME	1,802,527	1,903,545	101,018	6%

DAY CARE

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	244,388	254,721	10,333	4%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	244,388	254,721	10,333	4%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	1,654	1,703	49	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	733	3,533	2,800	382%
ALL NON-LABOR	2,387	5,236	2,849	119%
TOTAL OPERATING EXPENSES	246,775	259,958	13,183	5%
NET OPERATING MARGIN	(246,775)	(259,958)	(13,183)	5%
OPERATING MARGIN	(246,775)	(259,958)	(13,183)	5%
NET INCOME	(246,775)	(259,958)	(13,183)	5%

DIETARY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	828,036	852,877	24,841	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	828,036	852,877	24,841	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	378,442	389,795	11,353	3%
PURCHASED SERVICES	4,444	4,444	-	0%
REPAIRS AND MAINTENANCE	5,320	5,320	-	0%
OTHER EXPENSE	1,338	3,038	1,700	127%
ALL NON-LABOR	389,544	402,597	13,053	3%
TOTAL OPERATING EXPENSES	1,217,580	1,255,474	37,894	3%
NET OPERATING MARGIN	(1,217,580)	(1,255,474)	(37,894)	3%
OPERATING MARGIN	(1,217,580)	(1,255,474)	(37,894)	3%
NET INCOME	(1,217,580)	(1,255,474)	(37,894)	3%

ECHO

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	2,136,472	2,136,472	-	0%
SALARIES	115,916	121,349	5,433	5%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	115,916	121,349	5,433	5%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	-	38,400	38,400	0%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	1,123	1,523	400	36%
ALL NON-LABOR	1,123	39,923	38,800	3455%
TOTAL OPERATING EXPENSES	117,039	161,272	44,233	38%
NET OPERATING MARGIN	2,019,433	1,975,200	(44,233)	-2%
OPERATING MARGIN	2,019,433	1,975,200	(44,233)	-2%
NET INCOME	2,019,433	1,975,200	(44,233)	-2%

E.E.G.

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	87,008	87,008	-	0%
SALARIES	8,884	10,374	1,490	17%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	8,884	10,374	1,490	17%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	57,253	9,180	(48,073)	-84%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	57,253	9,180	(48,073)	-84%
TOTAL OPERATING EXPENSES	66,138	19,554	(46,584)	-70%
NET OPERATING MARGIN	20,871	67,454	46,583	223%
OPERATING MARGIN	20,871	67,454	46,583	223%
NET INCOME	20,871	67,454	46,583	223%

E.K.G.

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	4,728,023	4,728,023	-	0%
SALARIES	94,397	94,659	262	0%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	94,397	94,659	262	0%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	294,923	277,709	(17,214)	-6%
SUPPLIES	-	-		
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	100	100	100%
ALL NON-LABOR	294,923	277,809	(17,114)	-6%
TOTAL OPERATING EXPENSES	389,320	372,467	(16,853)	-4%
NET OPERATING MARGIN	4,338,703	4,355,556	16,853	0%
OPERATING MARGIN	4,338,703	4,355,556	16,853	0%
NET INCOME	4,338,703	4,355,556	16,853	0%

EMERGENCY ROOM

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	101,027,820	101,027,820	-	0%
SALARIES	6,338,457	6,528,611	190,154	3%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	44,038	44,038	-	-
TOTAL STAFFING EXPENSE	6,382,495	6,572,649	190,154	3%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	176,667	176,667	-	-
SUPPLIES	1,004,445	1,034,578	30,133	3%
PURCHASED SERVICES	-	-	-	-
REPAIRS AND MAINTENANCE	60,481	60,481	-	-
OTHER EXPENSE	89,662	109,262	19,600	22%
ALL NON-LABOR	1,331,254	1,380,988	49,734	4%
TOTAL OPERATING EXPENSES	7,713,750	7,953,637	239,887	3%
NET OPERATING MARGIN	93,314,070	93,074,183	(239,887)	0%
OPERATING MARGIN	93,314,070	93,074,183	(239,887)	0%
NET INCOME	93,314,070	93,074,183	(239,887)	0%

EMPLOYEE HEALTH

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	197,798	175,977	(21,821)	-11%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	197,798	175,977	(21,821)	-11%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	7,299	5,547	(1,752)	-24%
PURCHASED SERVICES	(15,992)	21,936	37,928	-237%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	2,880	2,080	(800)	-28%
ALL NON-LABOR	(5,814)	29,563	35,377	-608%
TOTAL OPERATING EXPENSES	191,984	205,539	13,555	7%
NET OPERATING MARGIN	(191,984)	(205,539)	(13,555)	7%
OPERATING MARGIN	(191,984)	(205,539)	(13,555)	7%
NET INCOME	(191,984)	(205,539)	(13,555)	7%

ENDOSCOPY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	7,308,000	7,308,000	-	0%
SALARIES	-	-	-	
BENEFITS	-	-	-	
REGISTRY & CONTRACT	-	-	-	
TOTAL STAFFING EXPENSE	-	-	-	
CONTRACT LABOR	-	-	-	
PROFESSIONAL FEES	-	-	-	
SUPPLIES	139,303	143,482	4,179	3%
PURCHASED SERVICES	106	106		
REPAIRS AND MAINTENANCE	-	-	-	
OTHER EXPENSE	195	195	-	0%
ALL NON-LABOR	139,604	143,783	4,179	3%
TOTAL OPERATING EXPENSES	139,604	143,783	4,179	3%
NET OPERATING MARGIN	7,168,396	7,164,217	(4,179)	0%
OPERATING MARGIN	7,168,396	7,164,217	(4,179)	0%
NET INCOME	7,168,396	7,164,217	(4,179)	0%

GASTRO SERVICES

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	203,346	203,346	-	0%
SALARIES	224,842	231,588	6,746	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	224,842	231,588	6,746	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	532,785	532,785	-	0%
SUPPLIES	11,112	11,446	334	3%
PURCHASED SERVICES	4,498	4,498		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	57,607	58,207	600	1%
ALL NON-LABOR	606,002	606,936	934	0%
TOTAL OPERATING EXPENSES	830,845	838,523	7,678	1%
NET OPERATING MARGIN	(627,498)	(635,177)	(7,679)	1%
OPERATING MARGIN	(627,498)	(635,177)	(7,679)	1%
NET INCOME	(627,498)	(635,177)	(7,679)	1%

GENERAL ACCOUNTING

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	744,828	831,315	86,487	12%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	744,828	831,315	86,487	12%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	136,627	136,127	(500)	0%
SUPPLIES	11,253	10,317	(936)	-8%
PURCHASED SERVICES	4,000	4,120	120	3%
REPAIRS AND MAINTENANCE	-	7,700	7,700	100%
OTHER EXPENSE	314,726	322,926	8,200	3%
ALL NON-LABOR	466,606	481,190	14,584	3%
TOTAL OPERATING EXPENSES	1,211,433	1,312,505	101,072	8%
NET OPERATING MARGIN	(1,211,433)	(1,312,505)	(101,072)	8%
OPERATING MARGIN	(1,211,433)	(1,312,505)	(101,072)	8%
NET INCOME	(1,211,433)	(1,312,505)	(101,072)	8%

GOVERNING BOARD

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	351,706	-	(351,706)	-100%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	351,706	-	(351,706)	-100%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	967,707	1,200,000	232,293	24%
SUPPLIES	-	-		
PURCHASED SERVICES	40,267	38,267	(2,000)	-5%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	39,099	19,834	(19,265)	-49%
ALL NON-LABOR	1,047,073	1,258,101	211,028	20%
TOTAL OPERATING EXPENSES	1,398,779	1,258,101	(140,678)	-10%
NET OPERATING MARGIN	(1,398,779)	(1,258,101)	140,678	-10%
OPERATING MARGIN	(1,398,779)	(1,258,101)	140,678	-10%
NET INCOME	(1,398,779)	(1,258,101)	140,678	-10%

GROUND

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	3,781	3,894	113	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	3,781	3,894	113	3%
TOTAL OPERATING EXPENSES	3,781	3,894	113	3%
NET OPERATING MARGIN	(3,781)	(3,894)	(113)	3%
OPERATING MARGIN	(3,781)	(3,894)	(113)	3%
NET INCOME	(3,781)	(3,894)	(113)	3%

GYN UNIT

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	13,243	13,243		
SALARIES	790	814	24	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	790	814	24	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	-	-		
TOTAL OPERATING EXPENSES	790	814	24	3%
NET OPERATING MARGIN	12,452	12,429	(23)	0%
OPERATING MARGIN	12,452	12,429	(23)	0%
NET INCOME	12,452	12,429	(23)	0%

HOUSEKEEPING

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	1,700,520	1,742,234	41,714	2%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,700,520	1,742,234	41,714	2%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	307,577	316,804	9,227	3%
PURCHASED SERVICES	3,713	3,713	-	0%
REPAIRS AND MAINTENANCE	18,412	18,412	-	0%
OTHER EXPENSE	2,445	6,645	4,200	172%
ALL NON-LABOR	332,147	345,574	13,427	4%
TOTAL OPERATING EXPENSES	2,032,667	2,087,808	55,141	3%
NET OPERATING MARGIN	(2,032,667)	(2,087,808)	(55,141)	3%
OPERATING MARGIN	(2,032,667)	(2,087,808)	(55,141)	3%
NET INCOME	(2,032,667)	(2,087,808)	(55,141)	3%

INTENSIVE CARE

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	8,790,943	8,790,943	-	0%
SALARIES	2,610,892	2,689,219	78,327	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	2,610,892	2,689,219	78,327	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	302,133	311,197	9,064	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	9,670	9,670	-	0%
OTHER EXPENSE	38,016	40,816	2,800	7%
ALL NON-LABOR	349,819	361,683	11,864	3%
TOTAL OPERATING EXPENSES	2,960,711	3,050,902	90,191	3%
NET OPERATING MARGIN	5,830,232	5,740,041	(90,191)	-2%
OPERATING MARGIN	5,830,232	5,740,041	(90,191)	-2%
NET INCOME	5,830,232	5,740,041	(90,191)	-2%

INFECTION CONTROL

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	166,251	179,028	12,777	8%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	166,251	179,028	12,777	8%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	18,667	18,667	-	0%
SUPPLIES	2,490	2,565	75	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	2,243	8,387	6,144	274%
ALL NON-LABOR	23,400	29,619	6,219	27%
TOTAL OPERATING EXPENSES	189,651	208,647	18,996	10%
NET OPERATING MARGIN	(189,651)	(208,647)	(18,996)	10%
OPERATING MARGIN	(189,651)	(208,647)	(18,996)	10%
NET INCOME	(189,651)	(208,647)	(18,996)	10%

INFORMATION SYSTEMS

	2025	2026			
	Projected	Budget	Variance \$	Variance %	
GROSS PATIENT REVENUE	-	-	-		
SALARIES	963,960	992,878	28,918	3%	
BENEFITS	-	-	-		
REGISTRY & CONTRACT	-	-	-		
TOTAL STAFFING EXPENSE	963,960	992,878	28,918	3%	
CONTRACT LABOR	-	-	-		
PROFESSIONAL FEES	-	-	-		
SUPPLIES	66,146	68,131	1,985	3%	
PURCHASED SERVICES	64,969	64,969	-	0%	
REPAIRS AND MAINTENANCE	3,920,148	3,920,148	-	0%	
OTHER EXPENSE	951,610	952,510	900	0%	
ALL NON-LABOR	5,002,873	5,005,758	2,885	0%	
TOTAL OPERATING EXPENSES	5,966,833	5,998,636	31,803	1%	
NET OPERATING MARGIN	(5,966,833)	(5,998,636)	(31,803)	1%	
OPERATING MARGIN	(5,966,833)	(5,998,636)	(31,803)	1%	
NET INCOME	(5,966,833)	(5,998,636)	(31,803)	1%	

INFUSION THERAPY CENTER

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	498,252	498,252	-	0%
SALARIES	352,314	233,259	(119,055)	-34%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	352,314	233,259	(119,055)	-34%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	-	-	-	-
SUPPLIES	31,631	32,949	1,318	4%
PURCHASED SERVICES	-	-	-	-
REPAIRS AND MAINTENANCE	(300)	-	-	-
OTHER EXPENSE	2,406	2,606	200	8%
ALL NON-LABOR	33,737	35,555	1,818	5%
TOTAL OPERATING EXPENSES	386,051	268,814	(117,237)	-30%
NET OPERATING MARGIN	112,201	229,438	117,237	104%
OPERATING MARGIN	112,201	229,438	117,237	104%
NET INCOME	112,201	229,438	117,237	104%

INSERVICE EDUCATION

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	1,873	1,930	57	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,873	1,930	57	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	8,401	8,653	252	3%
PURCHASED SERVICES	24,907	24,907	-	0%
REPAIRS AND MAINTENANCE	11,802	11,802	-	0%
OTHER EXPENSE	-	100	100	100%
ALL NON-LABOR	45,110	45,462	352	1%
TOTAL OPERATING EXPENSES	46,983	47,391	408	1%
NET OPERATING MARGIN	(46,983)	(47,391)	(408)	1%
OPERATING MARGIN	(46,983)	(47,391)	(408)	1%
NET INCOME	(46,983)	(47,391)	(408)	1%

INTERVENTIONAL RADIOLOGY

	2025	2026		
	Projected	Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	10,760,155	10,760,155	-	0%
SALARIES	446,501	454,635	8,134	2%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	446,501	454,635	8,134	2%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	640,000	640,000	-	0%
SUPPLIES	313,567	322,974	9,407	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	6,015	6,515	500	8%
ALL NON-LABOR	959,582	969,489	9,907	1%
TOTAL OPERATING EXPENSES	1,406,084	1,424,124	18,040	1%
NET OPERATING MARGIN	9,354,071	9,336,031	(18,040)	0%
OPERATING MARGIN	9,354,071	9,336,031	(18,040)	0%
NET INCOME	9,354,071	9,336,031	(18,040)	0%

IVHD (Heffernan)

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-	-	-
PROFESSIONAL FEES	242,307	242,307	-	0%
SUPPLIES	-	-	-	-
PURCHASED SERVICES	163,081	259,441	96,360	59%
REPAIRS AND MAINTENANCE	-	-	-	-
DEPRECIATION AND AMORTIZATION	-	-	-	-
INSURANCE	-	-	-	-
HOSPITALIST FEES AND BENEFITS	-	-	-	-
HOSPITALIST PROGRAM	-	-	-	-
OTHER EXPENSE	1,586	29,276	27,690	1746%
ALL NON-LABOR	406,973	531,023	124,050	30%
TOTAL OPERATING EXPENSES	406,973	531,023	124,050	30%
NET OPERATING MARGIN	(406,973)	(531,023)	(124,050)	30%
OPERATING MARGIN	(406,973)	(531,023)	(124,050)	30%
NET INCOME	(406,973)	(531,023)	(124,050)	30%

LAUNDRY & LINEN

	2025	2026		
	Projected	Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	19,360	19,941	581	3%
PURCHASED SERVICES	754,328	754,328	-	0%
REPAIRS AND MAINTENANCE	1,651	1,651	-	0%
OTHER EXPENSE	-	-		
ALL NON-LABOR	775,339	775,920	581	0%
TOTAL OPERATING EXPENSES	775,339	775,920	581	0%
NET OPERATING MARGIN	(775,339)	(775,920)	(581)	0%
OPERATING MARGIN	(775,339)	(775,920)	(581)	0%
NET INCOME	(775,339)	(775,920)	(581)	0%

LDRP

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	30,458,444	30,458,444	-	0%
SALARIES	7,288,313	7,506,962	218,649	3%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	1,221,204	1,221,204	-	0%
TOTAL STAFFING EXPENSE	8,509,517	8,728,166	218,649	3%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	841,167	841,167	-	0%
SUPPLIES	1,195,930	1,231,808	35,878	3%
PURCHASED SERVICES	322,600	322,600	-	0%
REPAIRS AND MAINTENANCE	56,898	56,898	-	0%
OTHER EXPENSE	8,850	17,350	8,500	96%
ALL NON-LABOR	2,425,444	2,469,822	44,378	2%
TOTAL OPERATING EXPENSES	10,934,961	11,197,988	263,027	2%
NET OPERATING MARGIN	19,523,483	19,260,456	(263,027)	-1%
OPERATING MARGIN	19,523,483	19,260,456	(263,027)	-1%
NET INCOME	19,523,483	19,260,456	(263,027)	-1%

MED/SURG

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	29,973,881	29,973,881	-	0%
SALARIES	7,833,511	8,068,517	235,006	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	119,298	119,298		
TOTAL STAFFING EXPENSE	7,952,809	8,187,814	235,005	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	584,694	602,234	17,540	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	7,027	7,027	-	0%
OTHER EXPENSE	45,909	60,709	14,800	32%
ALL NON-LABOR	637,630	669,970	32,340	5%
TOTAL OPERATING EXPENSES	8,590,438	8,857,785	267,347	3%
NET OPERATING MARGIN	21,383,443	21,116,097	(267,346)	-1%
OPERATING MARGIN	21,383,443	21,116,097	(267,346)	-1%
NET INCOME	21,383,443	21,116,097	(267,346)	-1%

MEDICAL RECORDS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	1,172,756	1,472,689	299,933	26%
BENEFITS	-	-		
REGISTRY & CONTRACT	108,643	106,958	(1,685)	-2%
TOTAL STAFFING EXPENSE	1,281,399	1,579,647	298,248	23%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	15,993	11,688	(4,305)	-27%
PURCHASED SERVICES	89,700	101,513	11,813	13%
REPAIRS AND MAINTENANCE	159,270	159,284	14	0%
OTHER EXPENSE	3,739	9,868	6,129	164%
ALL NON-LABOR	268,702	282,353	13,651	5%
TOTAL OPERATING EXPENSES	1,550,101	1,862,000	311,899	20%
NET OPERATING MARGIN	(1,550,101)	(1,862,000)	(311,899)	20%
OPERATING MARGIN	(1,550,101)	(1,862,000)	(311,899)	20%
NET INCOME	(1,550,101)	(1,862,000)	(311,899)	20%

MEDICAL STAFF

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	233,188	276,432	43,244	19%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	233,188	276,432	43,244	19%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	50,202	63,166	12,964	26%
SUPPLIES	67,964	70,003	2,039	3%
PURCHASED SERVICES	10,850	11,550	700	6%
REPAIRS AND MAINTENANCE	82,260	82,260	-	0%
OTHER EXPENSE	26,003	29,744	3,741	14%
ALL NON-LABOR	237,280	256,724	19,444	8%
TOTAL OPERATING EXPENSES	470,468	533,156	62,688	13%
NET OPERATING MARGIN	(470,468)	(533,156)	(62,688)	13%
OPERATING MARGIN	(470,468)	(533,156)	(62,688)	13%
NET INCOME	(470,468)	(533,156)	(62,688)	13%

M.R.I.

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	5,702,513	5,702,513	-	0%
SALARIES	298,524	315,941	17,417	6%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	298,524	315,941	17,417	6%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	-	-	-	-
SUPPLIES	-	-	-	-
PURCHASED SERVICES	-	-	-	-
REPAIRS AND MAINTENANCE	223,499	223,499	-	0%
OTHER EXPENSE	114,395	114,795	400	0%
ALL NON-LABOR	337,895	338,295	400	0%
TOTAL OPERATING EXPENSES	636,419	654,235	17,816	3%
NET OPERATING MARGIN	5,066,094	5,048,277	(17,817)	0%
OPERATING MARGIN	5,066,094	5,048,277	(17,817)	0%
NET INCOME	5,066,094	5,048,277	(17,817)	0%

NEO-NATAL ICU

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	3,468,592	3,468,592	-	0%
SALARIES	1,785,988	1,839,568	53,580	3%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	111,034	111,034	-	0%
TOTAL STAFFING EXPENSE	1,897,022	1,950,602	53,580	3%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	-	-	-	-
SUPPLIES	116,278	119,766	3,488	3%
PURCHASED SERVICES	-	-	-	-
REPAIRS AND MAINTENANCE	15,208	15,208	-	0%
OTHER EXPENSE	54,851	68,851	14,000	26%
ALL NON-LABOR	186,336	203,825	17,489	9%
TOTAL OPERATING EXPENSES	2,083,358	2,154,426	71,068	3%
NET OPERATING MARGIN	1,385,234	1,314,166	(71,068)	-5%
OPERATING MARGIN	1,385,234	1,314,166	(71,068)	-5%
NET INCOME	1,385,234	1,314,166	(71,068)	-5%

NUCLEAR MED

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	729,181	729,181	-	0%
SALARIES	58,282	60,030	1,748	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	58,282	60,030	1,748	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	10,661	11,354	693	7%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	100	100	100%
ALL NON-LABOR	10,661	11,454	793	7%
TOTAL OPERATING EXPENSES	68,942	71,484	2,542	4%
NET OPERATING MARGIN	660,239	657,697	(2,542)	0%
OPERATING MARGIN	660,239	657,697	(2,542)	0%
NET INCOME	660,239	657,697	(2,542)	0%

NURSING ADMIN

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	2,329,857	2,229,177	(100,680)	-4%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	2,329,857	2,229,177	(100,680)	-4%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	4,600	4,738	138	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	26,454	88,425	61,971	234%
ALL NON-LABOR	31,055	93,163	62,108	200%
TOTAL OPERATING EXPENSES	2,360,912	2,322,340	(38,572)	-2%
NET OPERATING MARGIN	(2,360,912)	(2,322,340)	38,572	-2%
OPERATING MARGIN	(2,360,912)	(2,322,340)	38,572	-2%
NET INCOME	(2,360,912)	(2,322,340)	38,572	-2%

NURSING FLOAT

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-	-	
SALARIES	391,756	403,509	11,753	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	391,756	403,509	11,753	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	400	400	100%
ALL NON-LABOR	-	400	400	100%
TOTAL OPERATING EXPENSES	391,756	403,909	12,153	3%
NET OPERATING MARGIN	(391,756)	(403,909)	(12,153)	3%
OPERATING MARGIN	(391,756)	(403,909)	(12,153)	3%
NET INCOME	(391,756)	(403,909)	(12,153)	3%

PAIN MANAGEMENT

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	4,531	4,531	-	0%
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	156,777	156,777	-	0%
SUPPLIES	-	-		
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	156,777	156,777	-	0%
TOTAL OPERATING EXPENSES	156,777	156,777	-	0%
NET OPERATING MARGIN	(152,246)	(152,246)	-	0%
OPERATING MARGIN	(152,246)	(152,246)	-	0%
NET INCOME	(152,246)	(152,246)	-	0%

PATHOLOGY LAB

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	1,723,361	1,723,361	-	0%
SALARIES	158,452	164,901	6,449	4%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	158,452	164,901	6,449	4%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	53,550	55,156	1,606	3%
PURCHASED SERVICES	108,593	108,593	-	0%
REPAIRS AND MAINTENANCE	(3,033)	(3,033)	-	0%
OTHER EXPENSE	2,360	2,660	300	13%
ALL NON-LABOR	161,471	163,377	1,906	1%
TOTAL OPERATING EXPENSES	319,923	328,278	8,355	3%
NET OPERATING MARGIN	1,403,438	1,395,083	(8,355)	-1%
OPERATING MARGIN	1,403,438	1,395,083	(8,355)	-1%
NET INCOME	1,403,438	1,395,083	(8,355)	-1%

PATIENT ACCOUNTING

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE				
SALARIES	1,453,374	1,610,520	157,146	11%
BENEFITS	-	-	-	
REGISTRY & CONTRACT	-	-	-	
TOTAL STAFFING EXPENSE	1,453,374	1,610,520	157,146	11%
CONTRACT LABOR	-	-	-	
PROFESSIONAL FEES	-	-	-	
SUPPLIES	15,859	16,222	363	2%
PURCHASED SERVICES	648,593	648,593	-	0%
REPAIRS AND MAINTENANCE	15,250	15,250	-	0%
OTHER EXPENSE	95,432	106,140	10,708	11%
ALL NON-LABOR	775,134	783,625	8,491	1%
TOTAL OPERATING EXPENSES	2,228,508	2,394,146	165,638	7%
NET OPERATING MARGIN	(2,228,508)	(2,394,146)	(165,638)	7%
OPERATING MARGIN	(2,228,508)	(2,394,146)	(165,638)	7%
NET INCOME	(2,228,508)	(2,394,146)	(165,638)	7%

PCHC (PEDS ON MAIN)

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	1,839,166	1,839,166	-	0%
SALARIES	651,576	671,469	19,893	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	651,576	671,469	19,893	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	511,188	580,262	69,074	14%
SUPPLIES	91,007	90,736	(271)	0%
PURCHASED SERVICES	3,995	4,114	119	3%
REPAIRS AND MAINTENANCE	6,161	6,321	160	3%
OTHER EXPENSE	205,680	203,587	(2,093)	-1%
ALL NON-LABOR	818,030	885,018	66,988	8%
TOTAL OPERATING EXPENSES	1,469,607	1,556,487	86,880	6%
NET OPERATING MARGIN	369,560	282,679	(86,881)	-24%
OPERATING MARGIN	369,560	282,679	(86,881)	-24%
NET INCOME	369,560	282,679	(86,881)	-24%

PEDIATRICS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	1,983,089	1,983,089	-	0%
SALARIES	861,402	887,244	25,842	3%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	861,402	887,244	25,842	3%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	-	-	-	-
SUPPLIES	48,070	49,513	1,443	3%
PURCHASED SERVICES	-	-	-	-
REPAIRS AND MAINTENANCE	-	-	-	0%
OTHER EXPENSE	29	829	800	2759%
ALL NON-LABOR	48,099	50,341	2,242	5%
TOTAL OPERATING EXPENSES	909,501	937,585	28,084	3%
NET OPERATING MARGIN	1,073,589	1,045,504	(28,085)	-3%
OPERATING MARGIN	1,073,589	1,045,504	(28,085)	-3%
NET INCOME	1,073,589	1,045,504	(28,085)	-3%

PERSONNEL

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	935,657	799,829	(135,828)	-15%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	935,657	799,829	(135,828)	-15%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	23,153	6,337	(16,816)	-73%
PURCHASED SERVICES	313,296	313,296	-	0%
REPAIRS AND MAINTENANCE	26,452	26,452	-	0%
OTHER EXPENSE	25,212	9,339	(15,873)	-63%
ALL NON-LABOR	388,113	355,424	(32,689)	-8%
TOTAL OPERATING EXPENSES	1,323,770	1,155,252	(168,518)	-13%
NET OPERATING MARGIN	(1,323,770)	(1,155,252)	168,518	-13%
OPERATING MARGIN	(1,323,770)	(1,155,252)	168,518	-13%
NET INCOME	(1,323,770)	(1,155,252)	168,518	-13%

PHARMACY EXPENSES

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	46,177,595	46,177,595	-	0%
SALARIES	2,140,007	2,261,244	121,237	6%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	2,140,007	2,184,408	44,401	2%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	-	-	-	-
SUPPLIES	2,957,093	3,156,787	199,694	7%
PURCHASED SERVICES	159,895	159,895	-	0%
REPAIRS AND MAINTENANCE	2,667	2,667	-	0%
OTHER EXPENSE	455,273	461,133	5,860	1%
ALL NON-LABOR	3,574,928	3,780,482	205,554	6%
TOTAL OPERATING EXPENSES	5,714,935	5,964,890	249,955	4%
NET OPERATING MARGIN	(40,462,660)	(40,212,705)	249,955	-1%
OPERATING MARGIN	(40,462,660)	(40,212,705)	249,955	-1%
NET INCOME	(40,462,660)	(40,212,705)	249,955	-1%

PHYSICAL THERAPY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	2,627,114	2,627,114	-	0%
SALARIES	796,101	828,359	32,258	4%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	796,101	828,359	32,258	4%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	4,816	4,011	(805)	-17%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	98,574	103,754	5,180	5%
ALL NON-LABOR	103,390	107,764	4,374	4%
TOTAL OPERATING EXPENSES	899,491	936,123	36,632	4%
NET OPERATING MARGIN	1,727,623	1,690,990	(36,633)	-2%
OPERATING MARGIN	1,727,623	1,690,990	(36,633)	-2%
NET INCOME	1,727,623	1,690,990	(36,633)	-2%

PIONEERS HEALTH CENTER

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	8,194,677	8,194,677	-	0%
SALARIES	1,658,941	1,467,255	(191,686)	-12%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	1,658,941	1,467,255	(191,686)	-12%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	1,217,224	1,217,224	-	0%
SUPPLIES	80,130	82,534	2,404	3%
PURCHASED SERVICES	11,048	11,348	300	3%
REPAIRS AND MAINTENANCE	23,280	23,280	-	0%
OTHER EXPENSE	299,538	299,599	61	0%
ALL NON-LABOR	1,631,220	1,621,662	(9,558)	-1%
TOTAL OPERATING EXPENSES	3,290,161	3,088,917	(201,244)	-6%
NET OPERATING MARGIN	4,904,517	5,105,761	201,244	4%
OPERATING MARGIN	4,904,517	5,105,761	201,244	4%
NET INCOME	4,904,517	5,105,761	201,244	4%

PLANT MAINTENANCE

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	1,211,012	1,264,896	53,884	4%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,211,012	1,264,896	53,884	4%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	375,297	386,556	11,259	3%
PURCHASED SERVICES	49,934	49,934	-	0%
REPAIRS AND MAINTENANCE	848,223	848,223	-	0%
OTHER EXPENSE	213,116	213,116	-	0%
ALL NON-LABOR	1,486,570	1,497,829	11,259	1%
TOTAL OPERATING EXPENSES	2,697,582	2,762,725	65,143	2%
NET OPERATING MARGIN	(2,697,582)	(2,762,725)	(65,143)	2%
OPERATING MARGIN	(2,697,582)	(2,762,725)	(65,143)	2%
NET INCOME	(2,697,582)	(2,762,725)	(65,143)	2%

PLANT OPERATIONS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	71,148	71,148	-	0%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	2,092,731	2,137,325	44,594	2%
ALL NON-LABOR	2,163,879	2,208,472	44,593	2%
TOTAL OPERATING EXPENSES	2,163,879	2,208,472	44,593	2%
NET OPERATING MARGIN	(2,163,879)	(2,208,472)	(44,593)	2%
OPERATING MARGIN	(2,163,879)	(2,208,472)	(44,593)	2%
NET INCOME	(2,163,879)	(2,208,472)	(44,593)	2%

PRIME

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	64,805	58,842	(5,963)	-9%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	64,805	58,842	(5,963)	-9%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	105	-	(105)	-100%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	3,297	2,500	(797)	-24%
ALL NON-LABOR	3,402	2,500	(902)	-27%
TOTAL OPERATING EXPENSES	68,207	61,343	(6,864)	-10%
NET OPERATING MARGIN	(68,207)	(61,343)	6,864	-10%
OPERATING MARGIN	(68,207)	(61,343)	6,864	-10%
NET INCOME	(68,207)	(61,343)	6,864	-10%

PUBLIC RELATIONS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	106,892	112,985	6,093	6%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	106,892	112,985	6,093	6%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	15,417	15,880	463	3%
PURCHASED SERVICES	217,878	217,878	-	0%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	4,255	4,255	-	0%
ALL NON-LABOR	237,550	238,013	463	0%
TOTAL OPERATING EXPENSES	344,442	350,997	6,555	2%
NET OPERATING MARGIN	(344,442)	(350,997)	(6,555)	2%
OPERATING MARGIN	(344,442)	(350,997)	(6,555)	2%
NET INCOME	(344,442)	(350,997)	(6,555)	2%

PULMONARY LAB

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	22,316	22,316	-	0%
SALARIES	2,615	2,738	123	5%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	2,615	2,738	123	5%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	72	74	2	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	-		
ALL NON-LABOR	72	74	2	3%
TOTAL OPERATING EXPENSES	2,687	2,812	125	5%
NET OPERATING MARGIN	19,628	19,504	(124)	-1%
OPERATING MARGIN	19,628	19,504	(124)	-1%
NET INCOME	19,628	19,504	(124)	-1%

PURCHASING

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	409,283	574,979	165,696	40%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	409,283	574,979	165,696	40%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	6,202	6,288	86	1%
PURCHASED SERVICES	107,451	107,451	-	0%
REPAIRS AND MAINTENANCE	7,826	8,026	200	3%
OTHER EXPENSE	206,181	211,423	5,242	3%
ALL NON-LABOR	327,660	333,189	5,529	2%
TOTAL OPERATING EXPENSES	736,944	908,167	171,223	23%
NET OPERATING MARGIN	(736,944)	(908,167)	(171,223)	23%
OPERATING MARGIN	(736,944)	(908,167)	(171,223)	23%
NET INCOME	(736,944)	(908,167)	(171,223)	23%

QUALITY RESOURCE

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	249,050	550,994	301,944	121%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	249,050	550,994	301,944	121%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	5,563	5,729	166	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	2,972	3,372	400	13%
ALL NON-LABOR	8,534	9,101	567	7%
TOTAL OPERATING EXPENSES	257,584	560,095	302,511	117%
NET OPERATING MARGIN	(257,584)	(560,095)	(302,511)	117%
OPERATING MARGIN	(257,584)	(560,095)	(302,511)	117%
NET INCOME	(257,584)	(560,095)	(302,511)	117%

RADIO ROOM

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	544,814	561,158	16,344	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	544,814	561,158	16,344	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	10,667	10,667	-	0%
SUPPLIES	1,612	1,661	49	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	600	600	100%
ALL NON-LABOR	12,279	12,927	648	5%
TOTAL OPERATING EXPENSES	557,093	574,086	16,993	3%
NET OPERATING MARGIN	(557,093)	(574,086)	(16,993)	3%
OPERATING MARGIN	(557,093)	(574,086)	(16,993)	3%
NET INCOME	(557,093)	(574,086)	(16,993)	3%

RADIOLOGY

Account	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	18,908,897	18,908,897	-	0%
SALARIES	1,624,830	1,673,575	48,745	3%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	132,006	132,006	-	-
TOTAL STAFFING EXPENSE	1,756,835	1,805,580	48,745	3%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	1,621,065	1,621,065	-	0%
SUPPLIES	556,467	579,884	23,417	4%
PURCHASED SERVICES	16,476	16,476	-	0%
REPAIRS AND MAINTENANCE	625,007	820,007	195,000	31%
OTHER EXPENSE	51,041	56,423	5,382	11%
ALL NON-LABOR	2,870,057	3,093,856	223,799	8%
TOTAL OPERATING EXPENSES	4,626,893	4,899,436	272,543	6%
NET OPERATING MARGIN	14,282,005	14,009,461	(272,544)	-2%
OPERATING MARGIN	14,282,005	14,009,461	(272,544)	-2%
NET INCOME	14,282,005	14,009,461	(272,544)	-2%

RECOVERY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	9,609,516	9,609,516	-	0%
SALARIES	2,272,477	2,340,651	68,174	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	2,272,477	2,340,651	68,174	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	43,994	45,314	1,320	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	2,600	2,600	100%
ALL NON-LABOR	43,994	47,914	3,920	9%
TOTAL OPERATING EXPENSES	2,316,471	2,388,565	72,094	3%
NET OPERATING MARGIN	7,293,045	7,220,951	(72,094)	-1%
OPERATING MARGIN	7,293,045	7,220,951	(72,094)	-1%
NET INCOME	7,293,045	7,220,951	(72,094)	-1%

RESPIRATORY THERAPY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	9,568,279	9,568,279	-	0%
SALARIES	1,154,173	1,321,995	167,822	15%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	1,154,173	1,321,995	167,822	15%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	109,333	135,273	25,940	24%
SUPPLIES	286,739	292,336	5,597	2%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	72,418	57,051	(15,367)	-21%
OTHER EXPENSE	25,302	37,399	12,097	48%
ALL NON-LABOR	493,792	522,060	28,268	6%
TOTAL OPERATING EXPENSES	1,647,965	1,844,054	196,089	12%
NET OPERATING MARGIN	7,920,313	7,724,225	(196,088)	-2%
OPERATING MARGIN	7,920,313	7,724,225	(196,088)	-2%
NET INCOME	7,920,313	7,724,225	(196,088)	-2%

RISK MANAGEMENT

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	114,043	117,464	3,421	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	114,043	117,464	3,421	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-	-	
SUPPLIES	-	-	-	
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	(127,161)	15,211	142,372	-112%
ALL NON-LABOR	(127,161)	15,211	142,372	-112%
TOTAL OPERATING EXPENSES	(13,118)	132,675	145,793	-1111%
NET OPERATING MARGIN	13,118	(132,675)	(145,793)	-1111%
OPERATING MARGIN	13,118	(132,675)	(145,793)	-1111%
NET INCOME	13,118	(132,675)	(145,793)	-1111%

SECURITY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	63,185	65,080	1,895	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	529,548	553,563	24,015	5%
TOTAL STAFFING EXPENSE	592,733	618,643	25,910	4%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	8,211	8,458	247	3%
PURCHASED SERVICES	267	267	-	0%
REPAIRS AND MAINTENANCE	1,250	1,250	-	0%
OTHER EXPENSE	4,390	4,490	100	2%
ALL NON-LABOR	14,118	14,465	347	2%
TOTAL OPERATING EXPENSES	606,851	633,108	26,257	4%
NET OPERATING MARGIN	(606,851)	(633,108)	(26,257)	4%
OPERATING MARGIN	(606,851)	(633,108)	(26,257)	4%
NET INCOME	(606,851)	(633,108)	(26,257)	4%

SKILLED NURSING SERVICES

	2025 Projected	2026 Budget	Var \$	Var %
GROSS PATIENT REVENUE	25,705,783	25,705,783	-	0%
SALARIES	6,822,707	7,027,388	204,681	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	112,775	112,775		
TOTAL STAFFING EXPENSE	6,935,481	7,140,163	204,682	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	55,400	55,400	-	0%
SUPPLIES	771,272	794,410	23,138	3%
PURCHASED SERVICES	1,090,827	1,090,827	-	0%
REPAIRS AND MAINTENANCE	55,383	55,383	-	0%
OTHER EXPENSE	2,008,931	2,070,202	61,271	3%
ALL NON-LABOR	4,010,029	4,094,437	84,408	2%
TOTAL OPERATING EXPENSES	10,945,510	11,234,600	289,090	3%
NET OPERATING MARGIN	14,760,273	14,471,183	(289,090)	-2%
OPERATING MARGIN	14,760,273	14,471,183	(289,090)	-2%
NET INCOME	14,760,273	14,471,183	(289,090)	-2%

SPECIALTY CENTER AT PIONEERS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	211	-	(211)	-100%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	211	-	(211)	-100%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	-	-		
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	885	-	(885)	-100%
OTHER EXPENSE	64,192	64,192	-	0%
ALL NON-LABOR	65,077	64,192	(885)	-1%
TOTAL OPERATING EXPENSES	65,288	64,192	(1,096)	-2%
NET OPERATING MARGIN	(65,288)	(64,192)	1,096	-2%
OPERATING MARGIN	(65,288)	(64,192)	1,096	-2%
NET INCOME	(65,288)	(64,192)	1,096	-2%

SPEECH THERAPY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	421,558	421,558	-	0%
SALARIES	81,768	141,981	60,213	74%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	81,768	141,981	60,213	74%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	83	-	(83)	-100%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	-	100	100	100%
ALL NON-LABOR	83	100	17	20%
TOTAL OPERATING EXPENSES	81,850	142,081	60,231	74%
NET OPERATING MARGIN	339,708	279,477	(60,231)	-18%
OPERATING MARGIN	339,708	279,477	(60,231)	-18%
NET INCOME	339,708	279,477	(60,231)	-18%

STERILE PROCESSING

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	-	-		
SALARIES	392,839	400,975	8,136	2%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	392,839	400,975	8,136	2%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	137,017	141,242	4,225	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	54,627	54,627	-	0%
OTHER EXPENSE	6,926	7,926	1,000	14%
ALL NON-LABOR	198,569	203,794	5,225	3%
TOTAL OPERATING EXPENSES	591,409	604,769	13,360	2%
NET OPERATING MARGIN	(591,409)	(604,769)	(13,360)	2%
OPERATING MARGIN	(591,409)	(604,769)	(13,360)	2%
NET INCOME	(591,409)	(604,769)	(13,360)	2%

SURGERY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	28,340,516	28,340,516	-	0%
SALARIES	2,404,929	2,477,077	72,148	3%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	2,404,929	2,477,077	72,148	3%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	1,353,394	1,353,394	-	0%
SUPPLIES	3,069,142	3,161,216	92,074	3%
PURCHASED SERVICES	66,000	66,000	-	0%
REPAIRS AND MAINTENANCE	296,056	296,056	-	0%
OTHER EXPENSE	393,096	413,186	20,090	5%
ALL NON-LABOR	5,177,687	5,289,852	112,165	2%
TOTAL OPERATING EXPENSES	7,582,616	7,766,929	184,313	2%
NET OPERATING MARGIN	20,757,900	20,573,588	(184,312)	-1%
OPERATING MARGIN	20,757,900	20,573,588	(184,312)	-1%
NET INCOME	20,757,900	20,573,588	(184,312)	-1%

SURGICAL HEALTH AT PIONEERS

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	414,526	414,526	-	0%
SALARIES	88,842	94,499	5,657	6%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	88,842	94,499	5,657	6%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	1,052,760	1,052,760	-	0%
SUPPLIES	4,973	5,123	150	3%
PURCHASED SERVICES	4,935	4,935	-	0%
REPAIRS AND MAINTENANCE	-	-	-	-
OTHER EXPENSE	66,285	66,485	200	0.3%
ALL NON-LABOR	1,128,953	1,129,302	349	0%
TOTAL OPERATING EXPENSES	1,217,795	1,223,801	6,006	0%
NET OPERATING MARGIN	(803,269)	(809,275)	(6,006)	1%
OPERATING MARGIN	(803,269)	(809,275)	(6,006)	1%
NET INCOME	(803,269)	(809,275)	(6,006)	1%

ULTRASOUND

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	9,014,637	9,014,637	-	0%
SALARIES	819,771	865,454	45,683	6%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	819,771	865,454	45,683	6%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	-	-		
SUPPLIES	29,863	30,759	896	3%
PURCHASED SERVICES	-	-		
REPAIRS AND MAINTENANCE	40,687	40,687	-	0%
OTHER EXPENSE	187	987	800	428%
ALL NON-LABOR	70,737	72,433	1,696	2%
TOTAL OPERATING EXPENSES	890,509	937,888	47,379	5%
NET OPERATING MARGIN	8,124,129	8,076,750	(47,379)	-1%
OPERATING MARGIN	8,124,129	8,076,750	(47,379)	-1%
NET INCOME	8,124,129	8,076,750	(47,379)	-1%

UROLOGY

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	2,652,642	2,652,642	-	0%
SALARIES	419,900	445,888	25,988	6%
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	419,900	445,888	25,988	6%
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	518,963	518,963	-	0%
SUPPLIES	91,235	95,616	4,381	5%
PURCHASED SERVICES	8,482	8,482	-	0%
REPAIRS AND MAINTENANCE	3,174	3,174	-	0%
OTHER EXPENSE	73,992	74,592	600	1%
ALL NON-LABOR	695,846	700,827	4,981	1%
TOTAL OPERATING EXPENSES	1,115,746	1,146,715	30,969	3%
NET OPERATING MARGIN	1,536,896	1,505,927	(30,969)	-2%
OPERATING MARGIN	1,536,896	1,505,927	(30,969)	-2%
NET INCOME	1,536,896	1,505,927	(30,969)	-2%

VASCULAR ACCESS CENTER

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	172,531	172,531	-	0%
SALARIES	-	-		
BENEFITS	-	-		
REGISTRY & CONTRACT	-	-		
TOTAL STAFFING EXPENSE	-	-		
CONTRACT LABOR	-	-		
PROFESSIONAL FEES	470,121	470,121	-	0%
SUPPLIES	-	-		
PURCHASED SERVICES	22,133	22,133	-	0%
REPAIRS AND MAINTENANCE	-	-		
OTHER EXPENSE	62,545	62,624	79	0%
ALL NON-LABOR	554,799	554,878	79	0%
TOTAL OPERATING EXPENSES	554,799	554,878	79	0%
NET OPERATING MARGIN	(382,268)	(382,347)	(79)	0%
OPERATING MARGIN	(382,268)	(382,347)	(79)	0%
NET INCOME	(382,268)	(382,347)	(79)	0%

WHAP

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	1,156,422	1,156,422	-	0%
SALARIES	580,292	722,569	142,277	25%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	580,292	722,569	142,277	25%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	93,862	93,862	-	0%
SUPPLIES	42,082	43,345	1,263	3%
PURCHASED SERVICES	1,956	1,956	-	0%
REPAIRS AND MAINTENANCE	8,273	8,273	-	0%
OTHER EXPENSE	123,479	123,549	70	0%
ALL NON-LABOR	269,652	267,336	(2,316)	-1%
TOTAL OPERATING EXPENSES	849,944	989,905	139,961	16%
NET OPERATING MARGIN	306,478	166,517	(139,961)	-46%
OPERATING MARGIN	306,478	166,517	(139,961)	-46%
NET INCOME	306,478	166,517	(139,961)	-46%

WOUNDCARE

	2025 Projected	2026 Budget	Variance \$	Variance %
GROSS PATIENT REVENUE	3,549,199	3,549,199	-	0%
SALARIES	266,613	296,275	29,662	11%
BENEFITS	-	-	-	-
REGISTRY & CONTRACT	-	-	-	-
TOTAL STAFFING EXPENSE	266,613	296,275	29,662	11%
CONTRACT LABOR	-	-	-	-
PROFESSIONAL FEES	586,867	586,867	-	0%
SUPPLIES	58,851	61,039	2,188	4%
PURCHASED SERVICES	2,003	2,003	-	0%
REPAIRS AND MAINTENANCE	9,964	9,964	-	0%
OTHER EXPENSE	120,501	120,801	300	0%
ALL NON-LABOR	778,185	780,674	2,489	0%
TOTAL OPERATING EXPENSES	1,044,798	1,076,949	32,151	3%
NET OPERATING MARGIN	2,504,401	2,472,250	(32,151)	-1%
OPERATING MARGIN	2,504,401	2,472,250	(32,151)	-1%
NET INCOME	2,504,401	2,472,250	(32,151)	-1%

IVHD - PMH Capital Budget
Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
Hospital Wide		BD Alaris Pumps	OB	\$742,876	1	BD Alaris PC unit 111, pump module 224 syringe module 15 pca module 6 and EtCO@2module 6	\$742,876		
Hospital Wide		Defibrillators	OB	\$30,000	20	Defibrillators are lifesaving equipment used during emergency codes throughout the hospital; all crash carts have them.	\$600,000		
ICU	6010	GE Ultrasound	OB	\$54,846	1	Dr. Krutzik is requesting to replace the ultrasound we currently have because the equipment is obsolete and does not work properly. He needs the US for the proper care of critical patients in the ICU.	\$54,846		
ICU	6010	C-MAC	PS	\$12,560	1	Dr. Krutzik is requesting the purchase of C-MAC to able to perform safe intubation on patients that require mechanical ventilation	\$12,560		
ICU	6010	ENTRAFLO H20 Feeding Pumps	OB	\$1,555	10	Need to replace current pumps which will no longer have feeding sets available for sale	\$15,555		
Peds	6290	Phototherapy System	OB	\$10,656	1	To replace old phototherapy system that is retired and no longer supported (needed ASAP)	\$10,656		
NICU	6070	Transport Isolette	RG/PS	\$16,235	1	Required for inter-departmental transport of newborns (i.e. transport from ER to NICU)	\$16,235		
NICU	6070	GE cardiac monitors	RG	\$17,693	4	Will add 4 NICU beds to accommodate trending increase in acuity & census	\$70,771		
Med/Surg	6170	ENTRAFLO H20 Feeding Pumps	OB	\$1,555	10	Need to replace current pumps which will no longer have feeding sets available for sale	\$15,555		
Med/Surg	6170	Welch Allyn Vital signs monitors	PS	\$3,995	3	We need 2 vital sign machines, Some DOU rooms do not have a vital sign machine	\$11,984		
Med/Surg	6170	Bladder Scanner	OB	\$11,400	1	The bladder scanner series 700 is no longer supported; need to replace with new bladder scanner	\$11,400		
Med/Surg	6170	Hill-Rom beds	PS	\$15,292	2	We need to replace old beds that keep breaking; we have a need for beds with bed alarm so we can keep patients safe	\$30,583	\$30,583	\$30,583
Med/Surg	6170	Overbed Tables	OB	\$397	15	Need to replace old overbed tables, too old and coming apart	\$5,953		
LDRP	6400	HALO Bassinets- 3960	PS	\$4,670	10	The current cribs we have are old and impractical for mothers in recovery. They are made of wood which makes them difficult to sanitize properly. These new cribs would also help facilitate a safer environment for mothers/infants in our care	\$46,700		
LDRP	6400	Steris 5095 Surgical Set up		\$53,429	2	Our current OR beds constantly need to be repaired. The mattresses are torn.	\$106,858		
LDRP	6400	Affinity 4 Birthing beds	PS	\$11,007	2	Requesting 3 more labor beds due to our increase in census	\$22,014		
LDRP	6400	ALSO course for preceptors	PS	\$815	12	Requesting to send Precepting nurses to receive specialized training for OB emergencies, given our increased acuity of patients.	\$9,780		

IVHD - PMH Capital Budget
Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
LDRP	6400	Drager Bilirubin Meters	PS	\$13,402	1	Currently only one Bili Meter works. They are constantly being calibrated and this is causing unnecessary lab draws because readings are inaccurate	\$13,402		
LDRP	6400	Sleeper Chairs		\$1,775	5	We don't have enough sleeper beds for the support person in couplet care	\$8,873		
ER	7010	Zebra BCMA Scanner	PS	\$1,000	10	Several scanners are not compatible with medication scanning	\$10,000		
ER	7010	Base Station Radio Installation	OB	\$7,500	1	Current base station radio is obsolete. New radio and handsets have been purchased but installation was not included.	\$7,500		
ER	7010	Stryker ER Gurneys	PS, OB	\$7,333	3	Grand total \$22,000	\$22,000		
ER	7010	Welch Allyn Vital signs monitor	PS, OB	\$4,000	2	Grand total \$12,000	\$8,000		
ER	7010	Bladder Scanner	OB	\$11,400	1	The bladder scanner is obsolete and unreliable; replacement is needed to maintain quality care	\$11,400		
ER	7010	ER Flooring	PS, RG	\$66,000	1	New flooring required for infection control. Can't patch cracks and holes; is an infection control risk.	\$66,000		
LAB	7500	Biosafety Cabinet BSL Class II	RG, PS	\$30,000	1	Current BSL Cabinet is defective; Lab staff needs protection when processing microbiology samples	\$30,000		
LAB	7500	Carbon Dioxide Incubator	RG,OB, PS	\$8,000	1	Needed to properly grow anaerobic organisms isolated from cultures.	\$8,000		
LAB	7500	Double Door Refrigerator	RG, PS, OB, NSR	\$20,000	1	Lab needs more storage for additional reagents; old fridge also goes out of temp randomly	\$20,000		
LAB	7500	Microscope	PY, PS, RG	\$11,036	1	Needed to perform microscopic examination in the Urinalysis area; currently sharing with Hematology	\$11,036		
PATHOLOGY	7520	Tissue Processor	PY,OB	\$80,000	1	Current processor in use is showing signs of 'end of life'	\$80,000		
PATHOLOGY	7520	Cyostat	PS, OB, RG	\$29,899	1	Current one in use is broken, no longer covered by service agreement due to age of equipment.	\$29,899		
Ultrasound	7670	Ultrasound Machine	PY	\$104,785	2	This equipment, now thirteen years old, is in need of an upgrade to keep pace with advancing technology. By investing in newer and faster equipment, we can significantly enhance our ultrasound throughput, leading to improved efficiency and better patient care.	\$104,785	\$104,785	

IVHD - PMH Capital Budget
Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
Radiology	7630	Radiographic/Fluoroscopic Equip	OB, PY	\$550,000	1	Due to its age, the equipment in the Indio Room is 15 years old and runs unsupported software. Additionally, parts for this machine are no longer being manufactured. Our only fluoroscopic room desperately needs updating. The image quality on this unit is inadequate for the type of studies our radiologists are currently performing. This will be our fifth submission for this item. Services that may be affected in case this machine fails include Modified Barium Swallow, Barium Enemas, and other common fluoroscopic procedures		\$550,000	
Ultrasound	7670	Ultrasound bed	PS	\$12,000	1	Added a new bay in ultrasound suite, but we are borrowing bed, from other department.	\$12,000		
CT	7680	Construction for CT Machine	RG	\$100,000	1	Construction needed for HCAI CT permit	\$100,000		
Cardiopulmonary	7720	Adult Ventilators Hamilton C1	OB	\$22,407	8	Replacement for End of Life Philips Respironics V60s : Request 10 Hamilton C1 ventilators to replace our end of life Philips V60 NIV machines (BIPAP/CPAP/HFT). The Hamilton C1s, for use on pediatrics to adults patients, with several modes including High Flow Therapy (HFT), NIV (BIPAP/CPAP), and also used as transport ventilator for intubated patients. They have an internal battery, for safely moving patients between departments.	\$179,256	\$44,814	
Cardiopulmonary	7720	Comprehensive Ventilators Hamilton C6	OB	\$43,223	3	Replacement for End of Life PB 840s : Request five Hamilton C1 ventilators to replace our old PB 840 models (end of life 12/2025). The Hamilton C6s are advanced, for all patients, from newborns to adults. They have an internal battery, for safely moving patients between departments.	\$129,669	\$86,446	
Cardiopulmonary	7720	Fisher & Paykel 850 Full Setup Ventilator Heaters	PS	\$1,280	11	Patient Safety: All patients placed on C1 and C6 ventilators require heated humidification. The F&P 850 Heater is clinically proven to deliver optimal humidity and guarantees consistent, effective humidification for every ventilated patient (both invasive and non-invasive), meeting best practice standards and reducing the risk of adverse events.	\$14,080		
Pharmacy	8390	Pysis Cameras	PY, RG	\$3,000	20	Noted by the DEA during past and present on-site visits including all DEA provided controlled substance webinars etc. This is standard of practice and does meet due diligence requirements. These security cameras were recommended by Diversion Specialist Kimberly Knew in 2015 and the current DEA audit. Was approved FY22 but spending was frozen.	\$60,000		
Pharmacy	8390	Delivery Car	RG	\$27,000	1	Staff continue to use personal vehicles to deliver medications to offsite departments throughout the county, this is something that Compliance disallows but we are forced to do when there is no vehicle etc.	\$27,000		
Pharmacy	8390	Cold Storage Med/Vacc	RG, PS	\$5,000	2	Replacement of Dorm style household grade fridges with pharmaceutical grade equipment.	\$10,000		
Pharmacy	8390	Badge Reader for Med Rooms	RG	\$5,008	15	Med Room badge readers for security and control. Constant issues with personnel gaining access through shared codes.	\$75,120		

IVHD - PMH Capital Budget
Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
Pharmacy	8390	Pharmacy Relocation Remodel & Cleanrooms	PS, RG, OB	\$2,000,000	1	Pharmacy is 50-years plus past its shelf life, being untouched all this time. Space is a safety issue and doesn't meet the districts current and future needs. Pharmacy has insufficient space to store critical medication and lacks appropriate space for receiving and even preparation of medication for patients having only one table space which during pandemic was a struggle to make the 2,000 covid vaccines all while meeting direct patient care needs etc. State, and Federal laws and regulations require changes to compounding cleanrooms in order to be able to support current and future service lines, if unchanged the district will need to reevaluate future service lines and discontinue some service lines such as Cath lab as the pharmacy department wouldn't be able to support the compounded medication needs, other service lines may need to be degraded in acuity due to inability of pharmacy to compound medications in a manner required due to current facilities in place.	\$200,000	\$1,800,000	
Pharmacy	8390	HVAC Compounding Room Repair	PS, RG, OB	\$50,000	1	AAON HVAC unit was ordered many years ago with Johnson Controls thermostatic control, the system doesn't have ability to control without contacting Johnson Controls. We've spent tens of thousands trying to get them to adjust controls and often they don't have the staff with the knowledge the system is running bad schedules and/or bad setpoints causing not temps and high humidity that shouldn't be present but we cannot fix the controls. DMG is the main contractor for AAON HVAC installs and required by AAON to service. DMG reviewed the system and is going to supply quote to repair to a manner that would allow our team and/or DMG team to adjust the systems controls.	\$50,000		
Pharmacy	8390	Flooring in Pharmacy		\$12,500	1	Ballpark cost for tear up preparation and installation, \$12,500 dollars. Thats not including the anti-room with hood. We would also have patching and painting to do when we remove the old cove base. Time frame would be around 4-5 weeks. Let me know if you need anything else."	\$12,500		
C-WHAP	7188	Olympus Cystoscope Light Source for Tower	PS	\$7,236	1	Current light source is end of life, needs replacing, unable to visualize during procedure	\$7,236		
PHC	7183	Medline Exam Room Chair	PS	\$8,602	1	Current Exam Room Chair needs to be replaced due to no Patient Support Rails on Chair in procedure Room.	\$8,602		
PHC	7183	EKG Machine	PY/OB	\$12,000	1	Patient Testing, obsolete equipment not able to repair-approved last fiscal year	\$12,000		
CHC	7083	EKG Machine	PY/OB	\$12,000	1	Patient Testing, obsolete equipment not able to repair-approved last fiscal year	\$12,000		
CHC	7083	Bladder Scanner	NSR	\$9,596	1	Urology Line of Service to be added to Calexico Health Center, need Bladder Scanner to perform diagnostics.	\$9,596		
Urology	7197	Stryker Exam Room Stretcher	PS	\$7,246	1	Current Exam Room Chair needs to be replaced due to no Patient Support on Stretcher in procedure Room and no accessibility for Urology Procedures.	\$7,246		

IVHD - PMH Capital Budget
Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
Dietary	8340	Convection Steamer	OB	\$32,000	1	Continually breaking down. Engineering continually buying parts to fix it. Steamer is a crucial cooking equipment needed.	\$32,000		
Dietary	8340	Cafeteria Seating	OB	\$12,500	1	Booths and chairs in cafeteria falling apart	\$12,500		
Sterile Processing	8380	Sterilizer	OB, PS	\$43,498	1	The existing unit has reached the end of its service life. Need for SPD/OR	\$43,498		
Sterile Processing	8380	V-Pro Sterilizer	OB, PS	\$144,331	1	The existing unit has reached the end of its service life. Need for SPD/OR	\$144,331		
Sterile Processing	8380	SPD Bigger Sink	PY	\$45,258	1	Ergonomically sink to accommodate increase cases and new service line- Approved last year budget still unable to find vendor with sink that is not requiring HCAI. Still looking.	\$45,258		
Surgery	7420	Anesthesia Machine	OB, PS	\$93,174	1	Our anesthesia machines is now obsolete, leaving the Operating Room department short on functional machines.	\$93,174		
Surgery	7420	Vascular Bed/Table	OB, PS	\$45,124	1	Current table is obsolete and unable to find parts to fix it.	\$45,124		
Surgery	7420	Olympus Reprocessor	OB, PS	\$49,258	1	Current Medivator is obsolete and no longer repairable. Need to replace.	\$49,258		
Surgery	7420	Stryker Towers	PS	\$195,000	2	Current Olympus towers continue to malfunction during cases	\$390,000		
Surgery	7420	Drying Cabinet	OB, PS	\$47,000	1	Drying cabinet is obsolete.	\$47,000		
Recovery	7427	Bladder Scanner	OB, PS	\$11,400	1	The current model is obsolete and no longer supported. Need to replace.	\$11,400		
Recovery	7427	Gurneys	PS	\$8,333	3	Lack of Gurneys in the pre/post op for patients. Need additional 3.	\$25,000		
Interventional Radiology	7649	Ultrasound Machine	PS	\$37,120	1	Currently borrowing from OB or other areas when performing procedures	\$37,120		
Interventional Radiology	7649	Gurneys	PS	\$7,500	2	This was placed in last year budget, have been borrowing gurneys wherever we can borrow from.	\$15,000		
Interventional Radiology	7649	Welch Allyn Vital Signs Monitor	PS, OB	\$4,000	2	Current monitors are not working and need to perform procedure.	\$8,000		
Employee Health	8660	TSI Porta Count Machine (Fit Testing)	RG, Staff Safety	\$14,235	1	The existing portacount machine overheats due to an increase in the number of fit tests being performed. We can get a 2,000 reduction in cost (from 16,235 to 14,235) by trading in our existing portacount. We are required to fit test ee's with potential exposure to ATD ee's upon hire and annually.	\$14,235		

IVHD - PMH Capital Budget
Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
Employee Health	8660	Sara Steady	PS, RG, OB	\$2,117	3	Would replace existing Sara Steady (2 OB, 1 MS). Existing equipment has exceeded it's 10 year manufacturer recommended operational life. Per OSHA we must provide employees with a musculoskeletal injury prevention plan that implements the use of patient lift equipment.	\$6,350		
Employee Health	8660	Maxi Move V	PS, RG, OB	\$8,223	2	1 ICU, 1 MS Existing equipment has exceeded it's 10 year manufacturer recommended operational life. Per OSHA we must provide employees with a musculoskeletal injury prevention plan that implements the use of patient lift equipment.	\$16,446		
Employee Health	8660	Sara Flex and -Wipeable Standing Slings	PS, RG, OB	\$6,433	1 and 4	Existing equipment has exceeded its 10 year manufacturer recommended life and slings to be utilized with Sara Flex Only	\$6,433		
Employee Health	8660	Tenor Bariatric Lift	PS, RG, OB	\$7,443	1	Used as lift equipment for patients with a weight capacity of up to 704 pounds. One lift to be used wherever needed throughout acute care.	\$7,443		
Human Resources	8650	Flooring	PS, OB	\$10,056	1	Carpet is so dirty, it can no longer be cleaned and causing respiratory illness	\$10,056		
Purchasing	8400	Storeroom and Supply Rooms Remodel	OB	\$210,670	1	Need to make improvements to our storeroom shelving units, as well as some supply rooms throughout the hospital		\$210,670	
General Accounting	810	Flooring	PS, OB	\$10,000	1	Carpet needs to be replaced with flooring that is easily cleanable and that doesn't cause illness to staff	\$10,000		
DPNF	6580	Washers	OB RG	\$20,445	2	Units are over 20 years old	\$40,890		
DPNF	6580	Bariatric patient beds	RG	\$1,718	8	Rental Replacements	\$13,744		
DPNF	6580	Dryer	RG	\$5,850	1	unit aged out	\$5,850		
DPNF	6580	Standard Patient bed	nsr	\$1,089	5	bed replacement and rental replacement	\$5,444		
DPNF	6580	Patient Low Beds for fall reductions	PS	\$1,071	4	Fall reduction and patient safety	\$4,284		
						Hospital Total	\$3,610,591	\$3,498,069	\$30,583
Comm	8470	Nurse Call System	PS,PY, OB	\$288,190	1	Equipment needed for test Ultrasound image depth	\$288,190	\$288,190	\$288,190
Comm	8470	ESU 2350	PS, RG, OB, PY	\$7,591	1	TEST ELECTROSURGICAL UNIT OUT OF CALIBRATION	\$7,591		

IVHD - PMH Capital Budget

Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
Plant Maint	8460	PMC (IS) Server Room	OB	\$8,795	1	Units serve the IS Server room & maintain appropriate temperature for IS servers and equipment. Units frequently break down throughout the summer, they are over 12-15 years old and parts are becoming obsolete.	\$8,795		
Plant Maint	8460	Oncology 12.5 Ton A/C Unit	PS/OB	\$22,668	1	Patient Safety - Unit serves oncology patient care/treatment areas. Unit is over 20 years old, parts are becoming obsolete, unit breaks down a few times per year.	\$22,668		
Plant Maint	8460	Pickup Truck	OB	\$37,872	1	The hospital service trucks are very old and becoming more unreliable, they require frequent and costly repairs. The oldest truck is a 2002.	\$37,872		
Plant Maint	8460	DOU A/C	PS/OB	\$12,000	1	Unit is old and parts are becoming obsolete. Unit struggles to maintain appropriate temperature in the DOU area.	\$12,000		
Plant Maint	8460	Nursing Home East/West	OB	\$22,000	1	Unit breaks down a few times a year, parts are becoming obsolete. Unit controls AC temperatures for the buildings in back of the hospital, (HR, Accounting, Support Services, etc.)	\$22,000		
Plant Maint	8460	ICU Vacuum Pump	PS/OB	\$18,000	1	Unit breaks down a few times a year. it cannot maintain the vacuum pump demand for ICU patients.	\$18,000		
Plant Maint	CIP 1140	Sewer Consolidation Project	RG	\$801,000	Ongoing Project	Ongoing project with the City of Brawley. Still working with Dexter Wilson as a requirement to maintain city permit	\$200,000	\$200,000	\$401,000
Plant Maint	8460	Compressors for Chillers	OB	\$125,000	2	Need to replace compressors for Chillers	\$250,000		
DayCare	8880	Flooring - BACK TRAILER	PS	\$9,000	1	Carpet in the back trailer is coming apart	\$9,000		
Security	8420	CCTV Server software and license upgrade	OB	\$53,994	1	Hospital Cameras Systems	\$53,994		
Medical Records	8700	Replace Flooring in Medical Records office	PS	\$10,164	1	Recently removed rolling file shelves and would like to have the flooring in medical records replaced as it is very dilapidated and has some cracked areas, which may become tripping hazards. Floor also looks like a patchwork quilt	\$10,164		
						Eng Totals	\$940,274	\$488,190	\$689,190
IS	8480	Wireless network upgrades	OB	\$240,000	1	Wireless network EOL	\$240,000		
IS	8480	WOW Upgrades of CareAware Devices	OB	\$9,000	20	EOL carts or implementation of CareAware Nursing Mobility	\$180,000		
IS	8480	SAN upgrade	OB	\$110,000	1	SAN EOL	\$110,000		
IS	8480	Monitors (24")	OB	\$200	25	Stock	\$5,000		
IS	8480	UPS Upgrades	OB	\$2,500	12	UPS Upgrades EOL	\$30,000		
IS	8480	Barcode Readers (wireless)	OB	\$1,000	10	Stock	\$10,000		

IVHD - PMH Capital Budget
Fiscal Years
2026, 2027, 2028

Dept	Dept #	Project Name	Justification Code	Cost of equipment	Quantity	Comments	FY 2026	FY 2027	FY 2028
IS	8480	Workstation Replacement	OB	\$1,000	120	Windows 7 and 10 EOL, moving people who work remotely to laptop + dock	\$120,000		
IS	8480	ESX Hosts	OB	\$25,000	7	Replace EOL equipment, half the amount we currently have	\$175,000		
IS	8480	Network Switch	OB	\$10,000	8	Replace EOL equipment, only accounting for 50% of need	\$80,000		
District Wide	IT	Additional Cerner Implementation Fees		\$653,000	1	CERNER Implementation for various modules. Adapt, Anesthesia, CareAware, Health Data, HL7, Patient Portal and UCC Campaigns	\$653,000		
						IS Totals	\$1,603,000	\$0	\$0
						Total Hospital Capital Purchases	\$6,153,865	\$3,986,259	\$719,773

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: 6/12/2025

SUBJECT: BD Alaris System Equipment Purchase (IV Medication Pumps)

BACKGROUND:

This purchase includes BD Alaris PC units, various modules, syringe pumps, and ETCO₂ modules, totaling 362 units. The purchase also includes participation in BD Alaris' Equipment Support Program. Additionally, 39 existing units will be exchanged under BD's remediation program.

KEY ISSUES:

The proposal includes a \$22,080 incentive discount.

Alternative systems from B. Braun and Baxter were evaluated; BD Alaris was selected based on overall cost-effectiveness, unit quality, and future interoperability capabilities.

BD Alaris is currently in use at our facility, reducing the need for extensive staff training. Minimal work will be required to update safety guardrails—software parameters that ensure safe medication administration.

BD Alaris pumps were subject to a Class 1 recall by the FDA beginning in 2020. The remediation of the recall includes BD must ensure that all pumps affected by the recall must be removed from use by 2027.

As part of their commitment, BD will replace 39 existing units under their remediation program, representing a value of \$82,775.16.

All new equipment will be covered under the BD Partnership Repair Program for a period of two years.

Cost savings and promotional incentives are valid through June 13, 2025.

FINANCIAL SUMMARY

Item	Amount
Equipment, Licenses, and Services	\$593,899.83 (includes \$22,080 discount)
Maintenance and Support (7 years)	\$148,976.10
Total Contract Value	\$742,875.93

CONTRACT TERM:

7 Year Term for alaris Support Program

BUDGETED: Yes

BUDGET CLASSIFICATION: Medical Equipment

RESPONSIBLE ADMINISTRATOR: Carol Bojorquez, Chief Nursing Officer

DATE SUBMITTED TO LEGAL: 5/26/25 **REVIEWED BY LEGAL:** ☒ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☒ 1st ☐ 2nd

RECOMMENDED ACTION:

That the Board authorize the purchase agreement between BD Alaris and Imperial Valley Healthcare District.

Quotation: CPQ-15365

Customer Order



IMPERIAL VALLEY HEALTHCARE DISTRICT

Quote Date: February 26, 2025

Pricing stated is offered by CareFusion for acceptance by Customer until June 13, 2025

Catherine Kirtland (617) 957-6674

catherine.ingleton@bd.com

GPO: HealthTrust

Alaris™ System Equipment (Hardware)

Model	Product Description	Quantity	Unit Price	Extended Price
8015 BD	BD Alaris PC unit, model 8015 (v12.3.2)	111	\$2,122.44	\$235,590.84
8100 BD	BD Alaris Pump module, model 8100 (v12.1.2)	224	\$1,297.98	\$290,747.52
8110 BD	BD Alaris Syringe module (v12.3)	15	\$2,379.41	\$35,691.15
8120	Alaris PCA module (v12.3)	6	\$2,616.09	\$15,696.54
8300 BD	BD Alaris EtCO2 module (v12.3)	6	\$2,695.63	\$16,173.78
Subtotal				\$593,899.83

Implementation for Alaris™ System (Services) - Implementation costs are based on a single-phase Implementation.

Services below provided per the Customer Order Attachments

Extended Price

Equipment Check-in Services

\$22,080.00

Subtotal \$22,080.00

Total-Equipment, Licenses and Services

\$615,979.83

Incentives

Description of Incentives

Extended Price

In consideration of Customer executing the applicable Agreement or Customer Order and providing a non-contingent purchase order on or before 06/13/2025, CareFusion shall provide a(n) Implementation incentive to be issued as a credit to Customer's account upon receipt of the confirmation form pursuant to Equipment Check-in.

(\$22,080.00)

Subtotal (\$22,080.00)

TOTAL ACQUISITION COST

\$593,899.83

Maintenance and Support Fees

	Term Length	Extended Price
Alaris Support Program	7 year(s)	\$148,976.10
Subtotal		\$148,976.10
GRAND TOTAL		\$742,875.93

Notes:

The additional Equipment identified above will be covered under the existing Partnership Repair Program with an expiration date of .

The above BD Alaris™ Infusion System Equipment and the serial numbers associated with it are covered by the BD Alaris™ Infusion System 7-year Limited Parts Warranty. To view the service description, go to bd.com/self-service and sign in or register for an account. Once logged in, entering **BD-95176** in the top search bar will bring up the document to view or download.

For additional assistance, you can send an email to G-CTS-AlarisServiceSales@bd.com and include your name, phone number, city and state, along with any questions you may have.

This Customer Order and Customer Order Attachments are governed by the Master Agreement and relevant Schedules. The Maintenance and Support Fees identified above will be invoiced on a monthly basis.

The above BD Alaris™ Support Program for Interoperability fee reflects a ten percent (10%) discount in exchange for a five (5) year purchase order.

Applicable sales and use taxes are not included. If Customer is tax exempt, Customer must ensure that a tax exemption certificate is on file with CareFusion.

Should updated software versions become available between time of this agreement and installation, BD may install the latest available software version.

Equipment Disposal or Trade-In

Quantity	Equipment	Owned or Leased	Value per Unit
111	Alaris PCU Module	Owned - Returned	\$0.00

224	Alaris LVP Module	Owned - Returned	\$0.00
15	Alaris SYR Module	Owned - Returned	\$0.00
12	Alaris PCA Module	Owned - Returned	\$0.00
6	Alaris ETCO2 Module	Owned - Returned	\$0.00

Customer and CareFusion, by their duly authorized representatives, have entered into this Customer Order effective as of the date of CareFusion's signature below ("Effective Date").

Customer

By: _____
Print: _____
Title: _____
Date: _____

CareFusion Solutions, LLC

By: _____
Print: _____
Title: _____
Date: _____



Remediation Plan and Decommissioning Agreement

These Terms apply to hardware, including replacement and spare parts associated with such hardware (collectively, “**Equipment**”) and associated Software (as defined in the Master Agreement) (collectively the “**Alaris Products**”) shown in the Equipment table of the Customer Order.

1. **Remediation Plan.** As detailed in the BD Alaris™ Infusion System Remediation Plan letters dated August 28, 2023 and October 16, 2023, which are incorporated herein by reference, your facility was informed of certain details of CareFusion’s plan for remediation of existing Equipment, including the published expected service life of Customer’s fleet of existing Equipment, the need to remediate Customer’s Equipment that are within their expected service life (“**Remediated Devices**”), the need to replace Equipment that is nearing or has exceeded expected service life, and the requirement to return Equipment that cannot be remediated to CareFusion for destruction (“**Replaced Devices**”) (collectively, the “**Remediation Plan**”).
2. **Remediation Plan Process.** In connection with the Remediation Plan, Customer agrees to promptly meet and confer with CareFusion to provide site specific details needed to plan specific actions to be taken with respect to the Remediation Plan. CareFusion will then designate a Remediation Plan Project Manager and assign a Remediation Plan Project Team to Customer. Customer and CareFusion agree to conduct planning sessions, including kickoff meetings and meetings to address specific Remediation Plan topics with respect to Nursing, IT/Biomed and Pharmacy. Following the planning sessions, CareFusion will assign field service resources, conduct a detailed Biomed planning call, deliver a detailed report of specific actions to be taken with respect to the Remediation Plan, and schedule remediation.
3. **Further Acknowledgments.**
 - a. CareFusion shall conduct the Remediation Plan in accordance with all applicable laws and execute the Remediation Plan in a workmanlike manner, conforming to generally accepted applicable standards. Customer shall provide cooperation and assistance that is required or requested by CareFusion in connection with the completion of the Remediation Plan, including using commercially reasonable efforts to assist CareFusion with the resolution of any problems that may impede or delay the timely completion of the Remediation Plan. Customer further acknowledges that the delivery, installation, and implementation of Alaris Products required for remediation is contingent upon Customer’s acknowledgement and its surrender of Replaced Devices. When CareFusion delivers Alaris Products to Customer pursuant to these Terms, Customer will be deemed to transfer to CareFusion, all right, title, and interest in and to Replaced Devices. Customer’s existing paid-up software licenses that attach to the Replaced Devices will transfer 1:1 to Alaris Products delivered pursuant to these Terms, solely to the extent Replaced Devices are returned to CareFusion. Un-remediated Equipment, whether identified during the Remediation Plan or thereafter, is not compatible with Alaris Products and should be promptly returned to CareFusion or scheduled for remediation or replacement, as applicable. Such un-remediated Equipment shall not be eligible for software license or contracted services.
 - b. Customer hereby commits to completion of the Remediation Plan pursuant to these Terms and CareFusion will commence scheduling of remediation activities as soon as possible following execution of this Customer Order Attachment.
 - c. CareFusion is making available certain incentives based on unique Customer circumstances and the age of Equipment in view of expected service life, terms and conditions. Customer must acknowledge and agree to the terms and conditions herein prior to receiving such discounts or incentives.
 - d. The value of any rebates, discounts or incentives provided to you may constitute a “discount or other reduction in price” under Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. Sec. 1320a-7b(b)(3)(A). CareFusion and Customer shall satisfy any and all requirements imposed on buyers or sellers, as applicable, relating to discounts or reductions in price, including, when required by law, to disclose all discounts or other reductions in price received from CareFusion and to accurately report under any state or federal health care program the net cost actually paid by Customer.
 - e. Customer will prepare and make available all Replaced Devices, in a single common space at each facility, for CareFusion to retrieve and return, within thirty (30) days following the completion of the Equipment Check-In Services by CareFusion.
 - f. Customer may elect to return a greater number of devices than being replaced if it elects to do so by informing BD in writing. BD will arrange for the pick up of such devices under the provisions of this agreement.



Customer Order Attachment

Alaris® Products

Equipment Check-In

These terms apply to the Equipment Check-In services described below (“Services”) provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties

1. **Customized Data Set; Modules.** “Customized Data Set” means the unique data set developed by Customer for use with the Software. Customer shall complete the Customized Data Set at least two (2) weeks before CareFusion begins performance of the Services. “Modules” shall mean the number of Alaris® System devices (Alaris® PC Units and/or Alaris® System modules) equal to the Number of Modules stated above.
2. **Project Management.** Each Party will designate an experienced project manager to serve as its point of contact during performance of the Services. The Parties will jointly develop an implementation project plan and timeline.
3. **Equipment Check-In.** CareFusion shall:
 - unpack and test each Module in accordance with the applicable DFU and provide Customer with summary test report;
 - unpack and assemble CareFusion purchased IV stands that are available before the scheduled unpacking date;
 - affix non-electronic Customer-provided self-adhesive asset identifying stickers, if any, onto Modules; and
 - if applicable, upload and confirm presence of the Customized Data Set.Customer shall:
 - provide an adequate workspace with wireless access for the CareFusion technical team;
 - if applicable, complete the Customized Data Set at least two (2) weeks before CareFusion begins performance of the services.
4. **Confirmation Form.** Upon CareFusion’s completion of the Services, Customer shall execute an Equipment Check-In Confirmation Form confirming CareFusion’s completion of the Services.
5. **Fee.** In consideration of CareFusion’s performance of the Services, Customer shall pay CareFusion the Implementation Fee stated above.

Quotation: CPQ-16376

Customer Order



IMPERIAL VALLEY HEALTHCARE DISTRICT

Quote Date: May 23, 2025

Pricing stated is offered by CareFusion for acceptance by Customer until June 13, 2025

Catherine Kirtland (617) 957-6674

catherine.ingleton@bd.com

GPO: HealthTrust

Alaris™ System Equipment (Hardware)

Model	Product Description	Quantity	Unit Price	Extended Price
8015 BD	BD Alaris PC unit, model 8015 (v12.3.1)	39	\$2,122.44	\$82,775.16
Subtotal				\$82,775.16

Implementation for Alaris™ System (Services) - Implementation costs are based on a single-phase Implementation.

Services below provided per the Customer Order Attachments	Extended Price
Equipment Check-in Services	INCLUDED
Subtotal	INCLUDED

Total-Equipment, Licenses and Services

\$82,775.16

Incentives

Description of Incentives	Extended Price
The incentives listed herein are offered in exchange for Customer's commitment to remediation. CareFusion shall provide this Remediation incentive to be issued as a credit to Customer's account upon delivery of the Equipment.	(\$82,775.16)
Subtotal	(\$82,775.16)

TOTAL ACQUISITION COST

GRAND TOTAL

INCLUDED

Notes:

The additional Equipment identified above will be covered under the existing Partnership Repair Program with an expiration date of 03/23/2020. The above BD Alaris™ Infusion System Equipment and the serial numbers associated with it are covered by the BD Alaris™ Infusion System 7-year Limited Parts Warranty. To view the service description, go to bd.com/self-service and sign in or register for an account. Once logged in, entering **BD-95176** in the top search bar will bring up the document to view or download.

For additional assistance, you can send an email to G-CTS-AlarisServiceSales@bd.com and include your name, phone number, city and state, along with any questions you may have.

This Customer Order and Customer Order Attachments are governed by the Master Agreement and relevant Schedules.

Applicable sales and use taxes are not included. If Customer is tax exempt, Customer must ensure that a tax exemption certificate is on file with CareFusion.

Should updated software versions become available between time of this agreement and installation, BD may install the latest available software version.

Equipment Disposal or Trade-In

Quantity	Equipment	Owned or Leased	Value per Unit
39	Alaris PC Unit	Owned - Returned	\$0.00

Customer and CareFusion, by their duly authorized representatives, have entered into this Customer Order effective as of the date of CareFusion's signature below ("Effective Date").

Customer

By: _____
Print: _____
Title: _____
Date: _____

CareFusion Solutions, LLC

By: _____
Print: _____
Title: _____
Date: _____



Remediation Plan and Decommissioning Agreement

These Terms apply to hardware, including replacement and spare parts associated with such hardware (collectively, “**Equipment**”) and associated Software (as defined in the Master Agreement) (collectively the “**Alaris Products**”) shown in the Equipment table of the Customer Order.

1. **Remediation Plan.** As detailed in the BD Alaris™ Infusion System Remediation Plan letters dated August 28, 2023 and October 16, 2023, which are incorporated herein by reference, your facility was informed of certain details of CareFusion’s plan for remediation of existing Equipment, including the published expected service life of Customer’s fleet of existing Equipment, the need to remediate Customer’s Equipment that are within their expected service life (“**Remediated Devices**”), the need to replace Equipment that is nearing or has exceeded expected service life, and the requirement to return Equipment that cannot be remediated to CareFusion for destruction (“**Replaced Devices**”) (collectively, the “**Remediation Plan**”).
2. **Remediation Plan Process.** In connection with the Remediation Plan, Customer agrees to promptly meet and confer with CareFusion to provide site specific details needed to plan specific actions to be taken with respect to the Remediation Plan. CareFusion will then designate a Remediation Plan Project Manager and assign a Remediation Plan Project Team to Customer. Customer and CareFusion agree to conduct planning sessions, including kickoff meetings and meetings to address specific Remediation Plan topics with respect to Nursing, IT/Biomed and Pharmacy. Following the planning sessions, CareFusion will assign field service resources, conduct a detailed Biomed planning call, deliver a detailed report of specific actions to be taken with respect to the Remediation Plan, and schedule remediation.
3. **Further Acknowledgments.**
 - a. CareFusion shall conduct the Remediation Plan in accordance with all applicable laws and execute the Remediation Plan in a workmanlike manner, conforming to generally accepted applicable standards. Customer shall provide cooperation and assistance that is required or requested by CareFusion in connection with the completion of the Remediation Plan, including using commercially reasonable efforts to assist CareFusion with the resolution of any problems that may impede or delay the timely completion of the Remediation Plan. Customer further acknowledges that the delivery, installation, and implementation of Alaris Products required for remediation is contingent upon Customer’s acknowledgement and its surrender of Replaced Devices. When CareFusion delivers Alaris Products to Customer pursuant to these Terms, Customer will be deemed to transfer to CareFusion, all right, title, and interest in and to Replaced Devices. Customer’s existing paid-up software licenses that attach to the Replaced Devices will transfer 1:1 to Alaris Products delivered pursuant to these Terms, solely to the extent Replaced Devices are returned to CareFusion. Un-remediated Equipment, whether identified during the Remediation Plan or thereafter, is not compatible with Alaris Products and should be promptly returned to CareFusion or scheduled for remediation or replacement, as applicable. Such un-remediated Equipment shall not be eligible for software license or contracted services.
 - b. Customer hereby commits to completion of the Remediation Plan pursuant to these Terms and CareFusion will commence scheduling of remediation activities as soon as possible following execution of this Customer Order Attachment.
 - c. CareFusion is making available certain incentives based on unique Customer circumstances and the age of Equipment in view of expected service life, terms and conditions of which are attached hereto as Exhibit A. Customer must acknowledge and agree to the terms and conditions herein prior to receiving such discounts or incentives.
 - d. The value of any rebates, discounts or incentives provided to you may constitute a “discount or other reduction in price” under Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. Sec. 1320a-7b(b)(3)(A). CareFusion and Customer shall satisfy any and all requirements imposed on buyers or sellers, as applicable, relating to discounts or reductions in price, including, when required by law, to disclose all discounts or other reductions in price received from CareFusion and to accurately report under any state or federal health care program the net cost actually paid by Customer.
 - e. Customer will prepare and make available all Replaced Devices, in a single common space at each facility, for CareFusion to retrieve and return, within thirty (30) days following the completion of the Equipment Check-In Services by CareFusion.
 - f. Customer may elect to return a greater number of devices than being replaced if it elects to do so by informing BD in writing. BD will arrange for the pick up of such devices under the provisions of this agreement.



Customer Order Attachment
Alaris® Products
Remediation Plan and Decommissioning Agreement

EXHIBIT A
REMEDIATION PLAN INCENTIVES

Replacement Program. For BD Alaris™ PC Unit, BD Alaris™ Pump, Alaris™ PCA, BD Alaris™ Syringe and BD Alaris™ EtCO₂ modules less than seven (7) years old, which is calculated from the ship date of the device, CareFusion will replace Customer's existing operating Equipment with cleared Alaris Products ("**Placed Devices**") 1:1 at CareFusion's expense. Customer acknowledges and agrees that CareFusion will retrieve all Equipment ("**Replaced Devices**"), including associated replacement and spare parts. Customer acknowledges that Replaced Devices and associated replacement and spare parts are under recall, are not compatible with Placed Devices and must be returned to CareFusion. In the event Customer does not return Replaced Devices 1:1 for each unit of Placed Devices within 3 months of completion of the Remediation Plan, CareFusion has the right to invoice Customer the price per unit listed on the Product Agreement issued pursuant to the applicable Customer Order for the equivalent number of Placed Devices representing the shortfall of Replaced Devices. Customer's existing paid-up Software licenses that attach to the Replaced Devices will transfer 1:1 to Placed Devices.



Customer Order Attachment

Alaris® Products

Equipment Check-In

These terms apply to the Equipment Check-In services described below (“Services”) provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties

1. **Customized Data Set; Modules.** “Customized Data Set” means the unique data set developed by Customer for use with the Software. Customer shall complete the Customized Data Set at least two (2) weeks before CareFusion begins performance of the Services. “Modules” shall mean the number of Alaris® System devices (Alaris® PC Units and/or Alaris® System modules) equal to the Number of Modules stated above.
2. **Project Management.** Each Party will designate an experienced project manager to serve as its point of contact during performance of the Services. The Parties will jointly develop an implementation project plan and timeline.
3. **Equipment Check-In.** CareFusion shall:
 - unpack and test each Module in accordance with the applicable DFU and provide Customer with summary test report;
 - unpack and assemble CareFusion purchased IV stands that are available before the scheduled unpacking date;
 - affix non-electronic Customer-provided self-adhesive asset identifying stickers, if any, onto Modules; and
 - if applicable, upload and confirm presence of the Customized Data Set.Customer shall:
 - provide an adequate workspace with wireless access for the CareFusion technical team;
 - if applicable, complete the Customized Data Set at least two (2) weeks before CareFusion begins performance of the services.
4. **Confirmation Form.** Upon CareFusion’s completion of the Services, Customer shall execute an Equipment Check-In Confirmation Form confirming CareFusion’s completion of the Services.
5. **Fee.** In consideration of CareFusion’s performance of the Services, Customer shall pay CareFusion the Implementation Fee stated above.



Amendment to Master Agreement

Effective as of the date of CareFusion's signature below (the "Effective Date"), this amendment ("Amendment") modifies the Master Agreement dated March 31st, 2014 executed by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and Imperial Valley Healthcare District ("Customer"), each a "Party" and, collectively, the "Parties."

1. Additional Schedules. The Schedules listed below are added to the Master Agreement, and shall apply as appropriate to the Products and/or Services identified in Customer Orders entered into pursuant to the Master Agreement.

Product Line	Schedules
Alaris	BD Alaris™ Products Support Program

3. Miscellaneous. This Amendment, and each Schedule listed in the table above, set forth the entire agreement and understanding of the Parties with respect to the subject matter of this Amendment, and supersedes all prior and/or contemporaneous discussions, agreements and understandings of every kind and nature between the Parties regarding the subject matter of this Amendment. Unless expressly modified by this Amendment, the terms and conditions of the Master Agreement shall remain the same. In the event of any conflict between this Amendment and the Master Agreement, this Amendment shall control.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Amendment to the Master Agreement.

IMPERIAL VALLEY HEALTHCARE DISTRICT

Notice Address:

207 W LEGION RD
Brawley, CA 92227-7780
State of Incorporation:

By: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

Notice Address:

3750 Torrey View Court
San Diego, CA 92130
State of Incorporation: Delaware

By: _____

Print: _____

Title: _____

Effective Date: _____



Schedule BD Alaris™ Products Support Program Terms BD Alaris™ Support Plans

These terms apply to support services (“Support”) for the BD Alaris™ System, BD Alaris™ Systems Manager, BD Alaris™ EMR Interoperability, BD Alaris™ Asset Management, and Software (collectively “Alaris Products”) as set forth in the applicable Customer Order. The Customer Order identifies the Support Plan set forth herein (each, a “Support Plan”). Each Party’s responsibilities for Support of the BD Alaris™ Products will vary according to the Support Plan, in accordance with the terms herein.

1. Support Term. The initial support term for BD Alaris™ Products will be the period as stated in the applicable Customer Order. The Support Plan Term for each BD Alaris™ Product is non-cancellable and will begin on the date that CareFusion delivers the BD Alaris™ Product to Customer unless a different starting period is specified in the Customer Order. The Support Plan Term shall renew for additional twelve (12) month period(s) if Customer delivers a purchase order to CareFusion for the Support Plan Fee prior to the conclusion of the then-current Support Plan Term.

2. Software. “PC Unit Software” means Guardrails Point-of-Care Software for PC Units. “Module Software” means Guardrails Point-of-Care Software for Modules. “PC-based Software” means Guardrails Editor, Guardrails, BD Alaris™ Knowledge Portal for infusion technologies, and BD Alaris™ System Maintenance Software. “Equipment-based Software” means PC Unit Software and Module Software. “Integrated Solutions Software” means application software, embedded and/or integrated software, interface software, custom drivers. “Software” means all Equipment-based Software, PC-based Software, Integrated Solutions Software and BD Alaris™ Systems Manager software identified in a Customer Order.

3. Fees. Customer will pay an annual fee for each type of Support Plan, payable in monthly installments, during the Support Plan Term. The Support Plan Fee for the initial Support Plan Term will be the Total Support Plan Fee stated in the Customer Order. CareFusion may, by notice delivered to Customer prior to the commencement of a subsequent period, increase the Support Plan Fee for that period. If Customer and its affiliates (or related entities and facilities with common Software) have installed Software at multiple facilities or on shared servers operating the Software, and any such affiliate, related entity or facility fails to renew or pay for Support Plan Fees, then CareFusion reserves the right to withhold or cancel the Services to be provided to Customer or its affiliates, related entities or facilities.

4. Support Plan Conditions. CareFusion shall provide Support for each BD Alaris™ Product in accordance with these terms and the Support Plan identified in the Customer Order. Customer shall facilitate CareFusion’s provision of Support, including without limitation: (i) assuring Customer’s Users obtain and maintain reasonable competence in the use of BD Alaris™ Products, (ii) ensuring that the applicable elements of Customer’s technology environment meet the system requirements specified in the applicable User Guide, (iii) properly maintaining each element of Customer’s technology environment, and (iv) discontinuing the use of each element that has reached the end of its service life. For the avoidance of doubt, CareFusion shall have no obligation to, and Customer shall not request CareFusion personnel, to maintain, repair or replace any element of Customer’s technology environment.

4.1 Telephone Technical Support. Monday through Friday, between 5:00 a.m. and 5:00 p.m. Pacific Time, CareFusion will provide technical telephone support to Customer regarding the operation of and potential errors in the Software.

4.2 Remote Issue Resolution. If remote support technologies (“RSS”) are deployed with the BD Alaris™ Product, CareFusion will use RSS as appropriate in its work to verify, diagnose and resolve the issue. Customer will provide high-speed internet access via Secure Socket Layer (Port 443 or other port as needed), firewall modifications, and any other equipment necessary to enable connectivity to the BD Alaris™ Product via RSS. If Customer’s system, connectivity, or personnel do not permit RSS on an BD Alaris™ Product, then: (i) any Response Time (as defined in section 6) will be void; and (ii) Customer will pay CareFusion on a time and materials basis for any onsite services required as a result of the RSS interference. Customer will permit CareFusion to install and maintain at Customer’s site the applications necessary to allow the deployment of updates and upgrades (as defined in section 5) by RSS. Where direct access to Equipment is required, Customer will allow CareFusion such access. CareFusion will



Schedule BD Alaris™ Products Support Program Terms BD Alaris™ Support Plans

monitor the applicable BD Alaris™ Products via RSS and will notify Customer identified representatives of specific alarms and events where CareFusion has acted either to prevent or correct a service condition.

5. Software Support. For those BD Alaris™ Products that are on-premises Software Products, in addition to the Support obligations outlined in **Section 4** above, CareFusion will provide the following Support Services, based on the Support Plan identified in the Customer Order, as summarized in Table 1 below and as detailed in **Subsections 5.1 through 5.13**, below. CareFusion will provide to Customer the Services stated in this Section only for (a) the most recent version of the Guardrails™ Suite MX Software and the BD Alaris™ Systems Manager software and (b) the immediately-preceding version of the Guardrails™ Suite MX Software (unless more than two (2) versions of the Guardrails™ Suite MX Software are released within the last twelve (12)-month period, in which case CareFusion will provide support for all Software versions of the Guardrails™ Suite MX software released within such period).

Table 1

Support Services	Additional Site Connectivity	Additional Site Connectivity with MSA	Additional Site with Interoperability	BD Alaris™ Support Program	BD Alaris™ Support Program with MSA	BD Alaris™ Support Program for Interoperability
Remote Support Services (RSS)	√	√	√	√	√	√
Technical Telephone Support	M-F 5a-5p PST	M-F 5a-5p PST	24x7x365	M-F 5a-5p PST	M-F 5a-5p PST	24x7x365
Updates and Upgrades—Software	Performed at central server	Performed at central server	Performed at central server	√	√	√
Upgrades - Servers	√	√	√	√	√	√
Software Patching	√	√	√	√	√	√
Project Management for Upgrades	not included	not included	not included	√	√	√
Online Learning	√	√	√	√	√	√
BD Knowledge Portal for Infusion Technologies (data ONLY)	√	√	Not included	√	√	Not included
BD HealthSight™ Medication Safety Analytics	not included	√	not included	not included	√	not included
Infusion Data Workshop Tuition Waiver	not included	not included	not included	2 seats per year	2 seats per year	1 seat per year
Insight Consultant Service	not included	not included	not included	√	√	Not included
Remote Data Support	not included	not included	not included	√	√	√
Remote Practice Support	not included	not included	not included	√	√	√
Annual Service Tokens (Outlined in Table 2)	not included	not included	not included	√	√	not included
Integrated Solutions Support	not included	not included	Performed at primary site	not included	not included	√

5.1 Updates. “Update” means a bug fix, error correction, virus update, minor enhancement or modification to existing features to maintain the security or operation of the Software. Update also includes CareFusion-approved



Schedule

BD Alaris™ Products Support Program Terms

BD Alaris™ Support Plans

software patches for its Software. During the Support Term, if CareFusion generally releases an Update to the Software, then CareFusion will install the Update and will deliver notice to Customer of the Update. Customer will promptly test the connections between the BD Alaris™ Product and Customer's information system.

5.2 Upgrades. “Upgrade” means a major enhancement, new feature or other improvement to the Software, but does not include any Equipment, Third Party Software, or any other Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Software, then CareFusion will:

- (a) Deliver the Upgrade, when and if available, to Customer in machine-readable form along with instructions to assist Customer to install the Upgrade. Upgrades will be Software pursuant to the applicable Schedule for the license of Software.
- (b) As applicable, CareFusion will install each Upgrade remotely through CareFusion’s remote access solution.
- (c) Customer will install each Upgrade on each device within a reasonable period after CareFusion delivers the Upgrade. If there are no Upgrades during the then-current Support Plan Term, then CareFusion will not perform any technical service on-site visit.
- (d) If an Upgrade requires a change to the BD Alaris™ Infusion System embedded software, then one-time during each annual period during the Support Plan Term, CareFusion will perform one on-site technical services visit for up to eight business hours for each 200 Licensed Units (rounded to the nearest 200 units) to: (a) install the latest version of the Software; (b) upload Customer’s Customized Data Set onto the Licensed Units. In the case of Additional Site Connectivity, Additional Site Connectivity with MSA and Additional Site Interoperability, service will be performed at the one designated location identified in the Customer Order, contracted level. This service applies to all units, but service will be performed at the designated locations identified in the Customer Order.

5.3 Server Upgrades. CareFusion will provide support services to upgrade Customer’s server to the latest version if required in order to support a BD Alaris™ Product release.

5.4 Virtual Machine (VM) Services. For Software deployed using VM technology, Customer will provide all services for (i) database backup and recovery, (ii) the performance of the applicable relational database server (e.g., MSSQL) instance for the BD Alaris™ Product(s)

5.5 Project Management for Upgrades. For qualifying support plans, CareFusion will remotely assist Customer in managing project tasks and deliverables for Software Upgrades. Customer is entitled to twenty (20) hours of consulting in each annual period (unused hours do not carry over to succeeding periods). Customer may schedule these consulting services no less than six (6) weeks in advance.

5.6 Online Learning. CareFusion will provide Customer with access to its online learning management system.

5.7 Online Portal For qualifying Support Plan(s) identified in Table 1 above, CareFusion will provide Customer with the following during the Support Plan Term:

- (a) **BD Knowledge Portal for Infusion Technologies.** Access to an on-demand, web-based software tool that will provide retrospective data stored in applicable Products (“Knowledge Portal”). Tool provides a pre-defined set of tabular, exportable reports.
- (b) **BD HealthSight™ Medication Safety Analytics.** Access to a web-hosted, data analytics solution that provides automatically updated key performance indicators and insights within a user-customizable reporting and data visualization tool.



Schedule BD Alaris™ Products Support Program Terms BD Alaris™ Support Plans

- (c) **Training.** Training regarding the Knowledge Portal consisting of completion of computer-based training module (self-study) and attendance to web training sessions (group study).
- (d) **Documentation.** A user guide for Knowledge Portal will be provided in an electronic format within the Online Portal.
- (e) **User Codes or Passwords.** Provided Customer does not leverage Single Sign-on, Customer agrees that its individual user codes and passwords for Knowledge Portal will be used only by Customer and its authorized employees. Customer is responsible for maintaining the confidentiality of the user codes and agrees not to provide them to any third party. Customer agrees to notify CareFusion immediately through the Technical Service Center in the event of loss or theft of its user codes or passwords, or if it believes the confidentiality of its user codes or passwords has been compromised in any way, or in the event it learns about a possible or actual unauthorized user of the site with its user codes. CareFusion reserves the right to revoke user codes at any time without prior notice upon its reasonable belief of a security violation.

5.8 Infusion Data Workshop Tuition Waiver.

- a) **BD Alaris System Data Workshop:** Beginning upon execution of the Customer Order for BD Alaris™ Products subject to the BD Alaris™ Support Program and BD Alaris™ Support Program with MSA Support Plans, not to exceed once during each twelve (12) month period of the Support Term, CareFusion will waive tuition for two (2) members of Customer's staff to attend a data workshop.
- b) **BD Alaris EMR Interoperability Workshop:** Beginning upon execution of the Customer Order for BD Alaris™ Products subject to the BD Alaris™ Support Program for Interoperability Support Plan, not to exceed once during each twelve (12) month period of the Support Term, CareFusion will waive tuition for one (1) member of Customer's staff to attend a data workshop.

5.9 Infusion Analytics Service. For BD Alaris™ Support Program or Alaris™ Support Program with MSA, CareFusion will provide Customer with the following during the Support Plan Term:

- (a) **Information on BD Alaris™ System Usage.** Customer will be provided quarterly analytics in a pdf document ("Report") which may be accessed from the Document Delivery Site. "Document Delivery Site" means a secure transfer site requiring a username and password.
- (b) The Report will include the following analytics:
 - (i) executive summary of key findings.
 - (ii) detailed reports and a report guide; and
 - (iii) review of drugs with highest potential for harm.
- (c) **Training.** If requested one telephone call per quarter to review each Report with the CareFusion analyst(s) involved in the preparation of the Report. Key findings and observations throughout the Report will be highlighted and explained to Customer.
- (d) **Documentation.** A user guide detailing the use of the Document Delivery Site as well as a Report guide which includes definitions of each metric used in the analytics. Customer may use the Document Delivery Site to access up to two years of Reports.

5.10 Remote Data Support. For qualifying Support Plans, as described in Table1 above, CareFusion will provide access to qualified consultants to address customer data set questions and to assist with the interpretation, review and consulting of data by telephone or email. CareFusion will monitor and respond within twenty-four (24) hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time. Per Diem services are available for full data analysis or data set build.



Schedule BD Alaris™ Products Support Program Terms BD Alaris™ Support Plans

5.11 Remote Practice Support. For qualifying Support Plans identified in Table 2 above, CareFusion will provide remote practice support, answering Customer's questions about features, functions and operation of the Software. CareFusion will monitor and respond within twenty-four (24) hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time. Per Diem services are available for other support needs.

5.12 Annual Service Tokens. For qualifying Support Plans identified in Table 1 above, CareFusion will provide up to two (2) Service Tokens per five hundred (500) Licensed PC Units annually. Customer may select from the Service menu options in Table 2 below.

Table 2

	<u>Menu Options</u>	<u>Description</u>	<u># Tokens</u>
<u>Clinical</u>	<u>Compliance Rounds</u>	<u>Provide compliance rounds with actionable data. Can be device only, device + interop, or interop only. 1 token per 8-hour increment.</u>	<u>1</u>
	<u>Nurse Education</u>	<u>Additional education for device and/or interoperability. 1 token per 8-hour increment.</u>	<u>1</u>
<u>Pharmacy</u>	<u>Remote Pharmacy Consultation</u>	<u>Remote BD Alaris™ Guardrails Editor training for up to 3 hospital pharmacists. May include consultation to optimize existing data set or recommendations to consolidate multiple data sets. 1 token per 8-hour increment.</u>	<u>1</u>
	<u>Onsite Pharmacy Consultation</u>	<u>Onsite BD Alaris™ Guardrails Editor training for up to 3 hospital pharmacists up to one (1) day. May include consultation to optimize existing data set or recommendations to consolidate multiple data sets.</u>	<u>2</u>
<u>Analytics</u>	<u>Data Workshop</u>	<u>Tuition for one (1) additional attendee.</u>	<u>1</u>
<u>Biomed</u>	<u>Biomed Seminar</u>	<u>Tuition for one (1) attendee at 3-day regional seminar. Excludes travel, lodging, and meals.</u>	<u>2</u>
	<u>Biomed Training</u>	<u>Hands-on biomed skills lab for up to 4 hospitals biomed at customer site up to one (1) day.</u>	<u>2</u>
<u>IT</u>	<u>Remote Server Support</u>	<u>Provide server consolidation or support system validation testing due to 3rd party system updates. 2 tokens per project.</u>	<u>2</u>

6. Integrated Solutions. In addition to 24/7 Telephone Technical Support, for BD Alaris™ Support Program with Interoperability, CareFusion will provide a Service Level Agreement (“SLA”) for Integrated Solutions Software as



Schedule BD Alaris™ Products Support Program Terms BD Alaris™ Support Plans

summarized in Table 3 below and as detailed in **Sections 6.1-6.3**. This SLA defines the services provided by the technical support team and outlines CareFusion support responsibilities including support service level requirements, key performance indicators, and common understanding of the process.

Roles and Responsibilities. CareFusion and Customer each have important roles and responsibilities to ensure support issues/requests are identified, prioritized, diagnosed, and resolved efficiently and effectively. The following roles, responsibilities, and commitments are listed:

1. CareFusion Commitments:

- a. Follows established processes and adheres to SLAs;
- b. Acknowledges support request and provides a priority level;
- c. Reasonably cooperates with Customer to resolve reported issues, complaints, requests, questions, or enhancement requests;
- d. Keeps Customer reasonably informed of the progress of each logged issue/request;
- e. Notifies Customer when a case is closed;
- f. Escalates to CareFusion leadership as appropriate;
- g. Adheres to the CareFusion HIPAA and HITECH policies and procedures; including reasonable and appropriate safeguards to protect the privacy of PHI and/or e-PHI; and,
- h. Adheres to Customer access policies.

2. Customer Commitments:

- a. Calls the toll-free support number 24/7 at (866) 488-1408 in a timely manner;
- b. Provides the appropriate remote access or grants access to aid in troubleshooting;
- c. Reviews this agreement with appropriate hospital support desk manager and applicable program manager during hand over;
- d. Provides CareFusion designated hospital contacts including, hospital help desk contact numbers, and email addresses;
- e. Provides escalation contact numbers and emails;
- f. Conducts initial internal analysis and troubleshooting; and,
- g. Provides timely information when requested to assist in troubleshooting.

6.1 Issue Priority Levels. All issues are categorized into one (1) of the four (4) categories listed in Table 3 below:

Table 3

Priority Level	Description/Examples
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1 – Urgent Priority	The system is not available, affecting all users of the site. Customer cannot continue using the Software until the problem is resolved. Examples: • CareFusion Coordination Engine (“<u>CCE</u>”) is down or crashed. Not sending orders or other issues. • Infrastructure issues such as connectivity and network. • EMR issues preventing timely bi-directional information and/or orders from crossing. • Interface configuration changes either by EMR or CareFusion. • SQL database issues for CCE (remote database connections). • Hospital disk input/output (“<u>I/O</u>”) issues. • Virtual Machine (“<u>VM</u>”) issues.
2 – High Priority	Significant disruption of work with moderate to low business impact. This is a problem that affects some users of the site. Examples: • Not able to send infusion data to the pumps due to a software issue (Guardrails). • Infusion pump embedded software issue.
3-Medium Priority	A minor problem that does not significantly impact functionality or a general question about CareFusion’s system configuration or reporting request. Examples: • Pump needs to be manually programmed without interoperability. This would require the clinician to update the EMR with start/stop times, document I/O’s, etc.
4 – Low Priority	This priority is assigned to issues that are general information requests, how-to and documentation.

6.2 Technical Support Availability. Customer support is available per Table 4 below:

Table 4

Error Type	Priority	Initial Response	Update Interval
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Critical Function – The error (i) adversely affects the operation or use of the Software or (ii) creates a significant loss of functionality in the daily operation of a single module of the Software and in which case for either (i) or (ii) produces inaccurate information used in the direct delivery of patient care.	High	Within 1 hour (866) 488-1408	1 hour –when the following condition is met: • Third-party escalation point identified and fully engaged in resolution process.
Major Function – The error (i) adversely affects the operation or use of the Software or (ii) creates a significant loss of functionality in the daily operation of a single module of the Software and in which case for either (i) or (ii) does not produce inaccurate information used in the direct delivery of patient care.	High	Within 4 hours (during regular business hours)	4 hours
Performance – The error significantly impairs the performance of the Software but does not prevent the use of the Software.	Medium	Within 24 hours (during regular business hours)	2 days
Minor – The error creates a loss of functionality or impairs performance in the daily operation of a single module of the Software but does not produce inaccurate information used in the direct delivery of patient care.	Low	24 hours	3 days

6.2.1 Customer-initiated Escalation. If a Customer feels that an issue is not moving forward in an appropriate timeframe to closure, and or an issue requires managerial attention, for immediate escalation, Customer can initiate the escalation at the manager level, followed by the director level, followed by the vice president level.

6.3 Error Code Analysis Report (Interoperability only). One time during each annual period and subject to the Alaris™ Support Program with Interoperability Support Plan Term, and upon four (4) weeks written notice from Customer to CareFusion, CareFusion will provide an Error Code Analysis report for BD Alaris™ EMR Interoperability. Error Code Analysis report provides actionable insight to end-user workflow optimization and drug-formulary alignment. The Error Code Analysis report will be provided to the “Primary” site as identified in the Customer Order by the BD Alaris™ EMR Interoperability Implementation – Primary Site.

7. Customer Obligations.

7.1 Server Support. Customer will ensure the proper functioning and availability of (i) Customer’s side of server network connectivity, (ii) Customer-provided server Equipment, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.



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7.2 System Requirements. Customer will provide (i) Customer data center and network availability, (ii) conformance with minimum server environment requirements for the BD Alaris™ Product(s), (iii) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments.

7.3 Interface Modification. If CareFusion modifies an Interface between a BD Alaris™ Product and Customer's information system as part of Support, then Customer will test the modified Interface within seventy-two (72) hours. Customer's sole remedy for any issues related to Interface functionality will be for CareFusion to modify the Interface to provide full functionality.

7.4 Virtual Machine (VM) Deployments. For Software deployed using VM technology, Customer will provide all services for (i) database backup and recovery and (ii) the performance of the applicable relational database server (e.g., MSSQL) instance for the BD Alaris™ Product(s).

7.5 Active Directory. For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.

7.6 Data Backup. Where applicable, Customer will implement a network data backup capability that is remote to BD Alaris™ Product(s) and in accordance with guidelines provided by CareFusion.

7.7 Software Patching. CareFusion will provide operating system patches and updates unless the customer chooses to assume this responsibility.

7.8 Data Use. Customer acknowledges that Data and other information from Customer's CareFusion Products and Services and from Customer's third-party medical devices and health information technologies are essential to the delivery of HealthSight™ Products. Accordingly, Customer hereby authorizes CareFusion to access and use data that is created by or originates with Customer and is stored, transmitted to, or accessed by BD through a Product ("Customer Data"), separately or aggregated with other data, in and for the operation of the Products, the improvement and development of the Products, including development of new and related products, benchmarking, analysis and the reporting of health-related metrics to government agencies; provided that all personally identifiable information (including "protected health information," as defined at 45 C.F.R. § 160.103) and information that can be used to identify Customer shall be de-identified, except to the extent such identifiable or identifying information is indispensable to such use. Customer shall cooperate with CareFusion and use reasonable efforts to cause suppliers of third-party technologies to cooperate with CareFusion, to make such Customer Data available for use with the Products. Customer shall give CareFusion reasonable advance notice of any changes in the management or transmission of Data that may affect the performance of any of the Products or Services; such changes may require additional Services, which, subject to Customer's written authorization, CareFusion will provide at its then current rates. Customer shall not be relieved of its payment obligations for Products that do not Properly Perform due to Customer's failure to provide such Data.

To the extent this sub-section 7.8 conflicts with any term of the Master Agreement, any business associate agreement, or any other agreement between Customer and CareFusion, this sub-section 7.8 will govern, and Customer hereby waives enforcement of such conflicting term.

7.9 Service Misuse. Customer acknowledges and agrees that the Products and Services are not intended to replace professional clinical judgment. Treatment decisions should never be based strictly or solely on information provided by a Product or Service. It is important that patients' conditions continue to be monitored by Customer and confirmed through clinical expertise, review of a patient's chart, medication history, laboratory results, and physical observance. Misuse of a Product or Service without the foregoing review and/or lack of clinical expertise may lead to an adverse drug event. Only licensed healthcare providers who are authorized and trained to use a Product or Service should do so. Customer remains solely responsible for setting protocol and for clinical decisions to be used in case of a given alert (standard or customized).



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8. Exclusions.

8.1 Outdated Software. CareFusion is not obligated to provide Support or guaranteed Response Times for an BD Alaris™ Product that is more than two (2) versions older than the then-current version.

8.2 Customer Equipment. BD will not provide Support for products that are not Alaris Products, including but not limited to Customer's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Alaris Products.

8.3 External Causes. CareFusion is not obligated to perform Support for any part of an BD Alaris™ Product which is not Properly Performing because of: (i) abuse, misuse or vandalism; (ii) unauthorized repairs, including modification, alteration and adjustment; (iii) failure of equipment not supplied by CareFusion; (iii) a computer virus or other disabling code introduced by a source other than CareFusion; (iv) any Support activity that is a Customer obligation as defined in **Section 7 (Customer Obligations)** above; or (v) Customer prevents or refuses installation of an Update or Upgrade (collectively, "External Causes"). If Customer requests that CareFusion attempt to correct a problem with a BD Alaris™ Product attributable to an External Cause, then CareFusion will use commercially reasonable efforts to repair the BD Alaris™ Product on a time and materials basis at CareFusion's then-current rates and prices.

9. End of Life. From time to time, as part of CareFusion's ongoing product and service development programs, CareFusion may discontinue BD Alaris™ Products and replace them with one or more of these technologies, products and services. To help customers identify these transitions and plan for infrastructure adjustments, CareFusion maintains end-of-sale and end-of-life policies for all BD Alaris™ Products. CareFusion will, among other things (i) announce the date on which CareFusion will no longer license, lease or sell a Product ("End-of-Sale"), (ii) specify the date on which CareFusion will cease providing Support for a BD Alaris™ Product ("End-of-Life"), and (iii) identify one or more new technologies or services, or existing BD Alaris™ Products, that may be suitable replacements for the End-of-Sale or End-of-Life Product.

10. Services Warranty. CareFusion warrants that its services will be performed by trained individuals in a professional, workman-like manner. CareFusion will promptly re-perform any non-conforming services for no charge if Customer provides reasonably prompt written notice to CareFusion. The foregoing is Customer's sole and exclusive remedy (and CareFusion's sole and exclusive liability) for all claims regarding CareFusion's responsibilities under this schedule. These exclusive remedies shall not have failed of their essential purpose as long as CareFusion remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. CareFusion may use refurbished parts during service so long as it uses the same quality control procedures as for new parts. Any part for which CareFusion has supplied a replacement shall become CareFusion owned property.

11. Termination for Cause by CareFusion. Notwithstanding anything to the contrary in the applicable Master Agreement, CareFusion may suspend performance of Support under this Schedule, or cancel one or more Support Terms, upon written notice if Customer: (i) fails to comply with any material term or condition under this Schedule, or fails to make any payment required pursuant to any Customer Order for BD Alaris™ Products; and (ii) fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of such written notice providing full details of such non-compliance.

12. Hospital Expansion. If the number of beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase Support Fee stated in the Customer Order on a pro rata basis for the Software. The increase



Schedule BD Alaris™ Products Support Program Terms BD Alaris™ Support Plans

in Support Fee for the add-on hospital beds purchased during the current Support Term becomes due and payable upon invoice to Customer for the next Support Term.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: June 12, 2025

SUBJECT: MSP agreement with Aya Healthcare

BACKGROUND:

Aya Healthcare serves as our Managed Service Provider. We currently utilize both Aya Healthcare and Medefis to manage travel nurse contracts. Pricing for traveler contracts varies based on the specialty requested and prevailing market rates for hourly compensation.

KEY ISSUES:

Pioneers Healthcare	Current	Proposed
Non-Billable Orientation	All hours billable	8 hours of NBO
Overtime Multiplier	1.5 x the regular rate	1.35 x the bill rate
Holiday Multiplier	1.5 x the regular rate	1.35 x the bill rate
Call Off Policy	None	Up to 3 no-cost shift cancellations per 13-week period
Post Start Cancel	30 Days	15 Days
Renewal	End Date	Perpetual with notice period

CONTRACT TERM:

1 year

BUDGETED: Yes

BUDGET CLASSIFICATION: Contracted Services

RESPONSIBLE ADMINISTRATOR: Carol Bojorquez, Chief Nursing Officer

DATE SUBMITTED TO LEGAL: 5/27/2025 **REVIEWED BY LEGAL:** ☒ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☒ 1st ☐ 2nd

RECOMMENDED ACTION:

That the Board authorize the agreement between Aya Healthcare and Imperial Valley Healthcare District.

AMENDMENT TO MANAGED SERVICES PROVIDER AGREEMENT

This Amendment (the “**Amendment**”) is effective May 29, 2025 (“**Amendment Effective Date**”) between Aya Healthcare, Inc. (“**Aya**”) and Imperial Valley Healthcare District as successor-in-interest to Pioneers Memorial Healthcare District (“**Client Entity**”) and amends the Managed Services Provider Agreement between the Parties dated June 1, 2022 (the “**Agreement**”).

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of the Agreement is hereby extended for a period of one (1) year, beginning on June 1, 2025 and ending on May 31, 2026, unless and until terminated as provided in the Agreement. Thereafter, the Agreement will renew automatically for successive one (1) year periods unless terminated as provided in the Agreement.
2. **Name Change.** Imperial Valley Healthcare District has taken over all of the assets, liabilities, rights, and responsibilities of Pioneers Memorial Healthcare District, pursuant to Assembly Bill No. 918. Accordingly, “**Client Entity**” shall be Imperial Valley Healthcare District, as successor-in-interest to Pioneers Memorial Healthcare District. Client Entity represents and warrants that it has assumed and taken over the Agreement and is bound by and subject to, and will timely perform and discharge, all of the terms, conditions, duties and obligations of Client under the Agreements.
3. **No Modification, Waiver or Release.** Notwithstanding anything to the contrary, this Amendment shall not be construed in any manner to modify (except for the specific modifications to the term of the Agreement, the name of the Client Entity, and the modifications to the billing terms described below), waive or affect any of the provisions of the Agreement, or to waive any breach or default under the Agreement, or to operate as a release in any manner.
4. **Amendment of Overtime for Clinical Candidates.** Section 1.4.1. of Addendum A to the Agreement is hereby deleted and replaced in its entirety with the following:
 - 1.4.1. Overtime will be billed at a premium overtime rate of one and thirty-five hundredths times (1.35x) the regular rate.
5. **Amendment of Holidays for Clinical Candidates.** Section 1.6. of Addendum A to the Agreement is hereby deleted and replaced in its entirety with the following:
 - 1.6. **Holidays.** Work performed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, as defined below, will be invoiced at a premium Holiday rate of one and thirty-five hundredths times (1.35x) the regular rate. Holidays begin at 7:00 PM the night before the holiday, and end at 7:00 AM on the day after the holiday.
6. **Amendment of Orientation for Travel Candidates.** Section 2.2. of Addendum A to the Agreement is hereby deleted and replaced in its entirety with the following:
 - 2.2. **Orientation.** Client will provide Travel Candidates with orientation in accordance with the standards of the Joint Commission and Client’s policies. The first eight (8) hours spent by Travel Candidates in Client-provided or required orientation is non-billable. All other time spent by Travel Candidates in Client-provided or required orientation is billable.
7. **Amendment of Post-Start Cancellations.** Section 2.4. of Addendum A to the Agreement is hereby deleted and replaced in its entirety with the following:
 - 2.4. **Post-Start Cancellations.** Client shall provide fifteen (15) days’ written notice of any cancellation of travel assignment for reasons other than the Candidate’s inability to perform essential functions of the job unless otherwise agreed upon by the Parties. Should Client be unable to provide such fifteen (15) days’ cancellation notice, Aya reserves the right to bill Client for two (2) weeks of service at the regular hourly billing rate. In the event of a cancellation, including, without limitation, cancellations with proper notice, Client shall be responsible for any housing, travel, and other costs or expenses incurred by Aya as a result of such cancellation, and any other fixed costs, expenses and disbursements (e.g., licensure, exam application, visa, etc.) incurred by Aya with respect to placing such Candidate with Client.
8. **Addition of Call-Off for Travel Candidates.** The following is added to Addendum A to the Agreement as Section 2.6.:
 - 2.6. **Call-Off.** Notwithstanding the foregoing, Client may cancel (call-off) up to three (3) shifts per thirteen (13) week assignment without paying for the cancelled hours. The cancelled shifts must be the regular shift length to which the Travel Candidate is assignment (i.e. Client cannot break down the

AMENDMENT TO MANAGED SERVICES PROVIDER AGREEMENT

shift cancellations into smaller increments). If Client cancels more shifts than permitted by this section, Client will be billed for any shifts or portions thereof cancelled in excess of this section. If Candidates are placed on-call in lieu of being called off, that will count as a called-off shift.

9. **Amendment of Overtime for Crisis Candidates.** Section 3.2. of Addendum A to the Agreement is hereby deleted and replaced in its entirety with the following:
 - 3.2. **Overtime.** Overtime will be billed at a premium overtime rate of one and thirty-five hundredths times (1.35x) the regular rate. For Crisis Candidates, overtime is generally defined as hours worked in excess of forty-eight (48) hours in one workweek.
10. **Amendment of Orientation for Crisis Candidates.** Section 3.6. of Addendum A to the Agreement is hereby deleted and replaced in its entirety with the following:
 - 3.6. **Orientation.** Client will provide Crisis Candidates with orientation in accordance with the standards of the Joint Commission and Client's policies. The first eight (8) hours spent by Crisis Candidates in Client-provided or required orientation is non-billable. All other time spent by Crisis Candidates in Client-provided or required orientation is billable.
11. **Addition of Call-Off for Crisis Candidates.** The following is added to Addendum A to the Agreement as Section 3.10.:
 - 2.6. **Call-Off.** Notwithstanding the foregoing, Client may cancel (call-off) up to three (3) shifts per thirteen (13) week assignment without paying for the cancelled hours. The cancelled shifts must be the regular shift length to which the Crisis Candidate is assignment (i.e. Client cannot break down the shift cancellations into smaller increments). If Client cancels more shifts than permitted by this section, Client will be billed for any shifts or portions thereof cancelled in excess of this section. If Candidates are placed on-call in lieu of being called off, that will count as a called-off shift.
12. **Effectiveness of Amendments.** The amendments contemplated by Sections 4-11 above shall only apply to new orders, assignments, and extensions for Candidates booked on or after the Amendment Effective Date.
13. **Amendment Controlling.** This Amendment is incorporated into and made a part of the Agreement. In the event there is a conflict, inconsistency, or incongruity between the terms and conditions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. Terms defined in the Agreement shall bear the same definitions in this Amendment except as otherwise expressly set forth in this Amendment. All other terms and conditions of the Agreement remain in full force and effect.

AGREED TO AND ACCEPTED BY:

Imperial Valley Healthcare District

Aya Healthcare, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Amendment No. 1

Service Agreement Between Imperial Valley Hospital District and Moving Mountains HR Consulting

AMENDMENT is made May 14, 2025, by and between Imperial Valley Hospital District, located at 207 W Legion Rd, Brawley, CA 92227 (hereinafter referred to as “Hospital”), and JMS NATIONAL, LLC, DBA MOVING MOUNTAINS HR CONSULTING, located at 1124 Kathleen Drive, Newbury Park, CA 93120 (hereinafter referred to as “Moving Mountains”) pursuant to the Service Agreement entered into between Hospital and Moving Mountains on March 17, 2025.

WITNESSETH:

WHEREAS, Hospital and Moving Mountains wish to extend the period of the existing contract; and

WHEREAS, Hospital and Moving mountains seek to amend certain terms of the underlying contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree to the following changes:

Section 4 **Term:** At the conclusion of the original three-month period on June 20, 2025, the agreement will be extended by the mutual consent of both parties until December 31, 2025.

Section 3, a. **Contract Price:** The contract price will be as follows:

- One week (minimum 4 days) onsite – Four Thousand Five Hundred Dollars (\$4,500)
- One week (minimum 5 days) remote – Three Thousand Dollars (\$3,000)
- Services will be invoiced in four-week blocks which total amount per invoice shall not exceed \$18,000.00

All other terms will remain unchanged as stated in the Agreement.

The terms and conditions of this Amendment are effective June 21, 2025.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized, as of the day and year first above written.

Imperial Valley Healthcare District

By: _____

Name, Title: _____

Date: _____

MOVING MOUNTAINS HR CONSULTING

By: _____

Name, Title: _____

Date: _____

Imperial Valley Healthcare District

CONSENT AGENDA

BOARD MEETING DATE: 06/2025

SUBJECT: Renew contract with Konica Minolta for repair coverage for X-ray panels and control stations.

BACKGROUND: The existing 5-year agreement with Konica Minolta for repair service coverage of our X-ray panels and control stations is set to expire on May 31, 2025. The renewal of this contract is essential to ensure continued support and service coverage for diagnostic imaging equipment within the Radiology Department.

KEY ISSUES: The current 5-year contract ended on May 31, 2025. Approval of a new contract is required to maintain uninterrupted repair coverage for our existing X-ray panels and control stations. Failure to renew would place our diagnostic imaging operations at risk in the event of equipment failure, potentially impacting patient care and departmental efficiency.

CONTRACT VALUE: X-ray Panel and Control Station Coverage:

Annual Cost: \$24,150.00

5-Year Total: \$120,750.00

Additional Equipment Coverage:

Annual Cost: \$4,200.00

5-Year Total: \$21,000.00

CONTRACT TERM: 5 years (06/01/2025 – 05/31/2030) Total: \$141,750.00

BUDGETED: Yes

BUDGET CLASSIFICATION: Operations

RESPONSIBLE ADMINISTRATOR: Carly Zamora / Derek Tapia

DATE SUBMITTED TO LEGAL: April 2025 **REVIEWED BY LEGAL:** Yes
Minor changes in language from the previous contract.

RECOMMENDED ACTION: Approve and renew the 5-year contract with Konica Minolta to continue coverage for Radiology Department X-ray panels and control stations, ensuring uninterrupted service and support.



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter “**Agreement**”) is entered and becomes effective this 6th day of _____ June, 2025 by and between **Imperial Valley Healthcare District dba Pioneers Memorial Hospital** (hereinafter “**Covered Entity**”) and Konica Minolta Healthcare Americas, Inc. (hereinafter “**KMHA**”).

WHEREAS, KMHA will or may have access to, or may create on behalf of **Covered Entity**, certain Protected Health Information (“**PHI**”) in carrying out its contractor duties, as more fully described below, and therefore is obligated to protect such PHI as a **Business Associate**, in accordance with the regulations issued by the Department of Health and Human Services (“**DHHS**”) pursuant to the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (the laws and regulations being hereinafter referred to as the “**Law**”).

WHEREAS, the parties desire to delineate their obligations pursuant to the Law, all as more fully described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

Definitions.

“**Breach**” shall have the same meaning as in 45 C.F.R. § 164.402 of the HITECH Interim Final Rule (as further defined below), and shall include the acquisition, access, use or disclosure of “protected health information” in a manner not permitted under the HITECH Standards, as defined below, and which compromises the security or privacy of the information.

For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the Individual. A use or disclosure of protected health information, etc. that does not include the identifiers listed at § 164.514(e)(2), does not compromise the security or privacy of the protected health information. Further, a Breach excludes: (1) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under HITECH; or (2) Any inadvertent disclosure by a person authorized to access protected health information at a Covered Entity or Business Associate to another person authorized to access protected health information at such entities, or organized health care arrangement in which the Covered Entity participates, and the information received is not further used or disclosed in a manner not permitted under HITECH.

A disclosure of protected health information where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

“Compliance Date(s)” shall mean the date established for effective date of applicability and enforceability of the HIPAA Rules and HITECH Standards, as defined below.

“Designated Record Set” shall mean a group of records maintained by or for Covered Entity that includes the medical records and billing records about an “individual” maintained by or for the Covered Entity, and shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

“Electronic PHI” shall mean electronic protected health information or “PHI”, as further defined below, and shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.

“HIPAA Rules” means the privacy, transaction and security regulations/standards further defined below, as promulgated pursuant to the Health Insurance Portability and Accountability Act (“**HIPAA**”), as codified at 45 C.F.R. Parts 160, 162 and 164.

“HITECH Standards” means the privacy, security and security breach notification provisions/standards applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), pursuant to the DHHS regulations promulgated thereunder, as codified at 45 C.F.R. Parts 160 and 164 to be effective September 23, 2009 (the “**Interim Final Rule**”), and thereafter as amended by Final Rule or otherwise.

“Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“Individually Identifiable Health Information” shall have the same meaning as defined in 45 C.F.R. § 160.103, and shall include health information, including demographic information collected from an individual that: (1) is created by or received from a health care provider, health plan, employer or health care clearinghouse, and (2) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and either (i) identifies the individual or (ii) there is a reasonable basis to believe that the information can be used to identify the individual.

“Protected Health Information” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, including but not limited to the “individually identifiable health information” created or received by KMHA from or on behalf of Covered Entity.

“Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E, as they exist now or as they may be amended.

“**Security Incident**” shall have the same meaning as “security incident” in 45 C.F.R. § 164.304 and/or the DHHS Interim Final Rule and applicable implementing regulations of HITECH, as may be amended.

“**Security Standards**” shall mean the Security Standards, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart C, as they exist now or as they may be amended.

“**Transactions Standards**” shall mean the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as they exist now or as they may be amended.

“**Unsecured Protected Health Information**” or “**Unsecured PHI**” shall have the same meaning as defined in 45 C.F.R. § 164.402 of the HITECH Interim Final Rule, and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by DHHS in the implementing regulations of the HITECH Act, as may be amended by the Final Rule or otherwise.

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Rules and the HITECH Standards.

General Uses and Disclosures. KMHA acknowledges and agrees as follows:

Use or Disclosure. KMHA shall not use or further disclose PHI other than as expressly permitted or required by this Business Associate Agreement or as required by law.

Minimum Necessary. KMHA shall take reasonable efforts to limit, use and disclosure of PHI to the minimum necessary to accomplish its contracted services on behalf of the Covered Entity, or as necessary to fulfill the intended request, use or disclosure.

Specific Use or Disclosure Provisions. Except as otherwise limited in this Business Associate Agreement, KMHA may use and disclose PHI to properly provide, manage and administer the services furnished to Covered Entity, and consistent with applicable law to assist the Covered Entity in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity, and such use or disclosure is expressly permitted in (i) through (iii) below:

KMHA may use PHI as minimally necessary to furnish its contracted services to Covered Entity pursuant to the parties’ agreement (hereinafter referenced, solely for the purposes hereof, as the “**Services Agreement**”).

KMHA may use PHI for the proper management and administration of KMHA or to carry out its legal responsibilities.

KMHA may disclose PHI to third parties for the proper management and administration of KMHA or to carry out its legal responsibilities provided that the disclosures are required by law, or it obtains reasonable assurances from the person to whom the information is disclosed that: (A) the information will remain confidential, (B) the information will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (C) the person notifies it of any instances of

which it is aware in which the confidentiality of the information has been breached in accordance with the HIPAA Rules and HITECH Standards.

Safeguards. KMHA shall use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Business Associate Agreement. KMHA shall provide Covered Entity with such information concerning such safeguards as Covered Entity may reasonably request from time to time. To the extent that KMHA creates, receives, maintains or transmits Electronic PHI, it shall use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Standards. KMHA shall, in compliance with Title XIII of the American Recovery and Reinvestment Act of 2009 and HITECH, follow the HIPAA security rules as set forth in Title 45, Code of Federal Regulations, Sections 164.308, 164.310, 164.312 and 164.316, in accordance with procedures promulgated by DHHS by adopting security policies and procedures and technical safeguards for PHI. KMHA shall comply with the administrative, technical and physical security safeguards that apply to PHI pursuant to the HIPAA Security Standards in the same manner as Covered Entity.

Mitigation. KMHA shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI by it in violation of this Business Associate Agreement.

Subcontractors and Agents. KMHA shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to substantially the same restrictions, terms and conditions that apply through this Agreement to KMHA with respect to such information, including the requirement that it implement reasonable and appropriate safeguards to protect any Electronic PHI that is disclosed to it by KMHA as required herein.

Access. Within fifteen(15) business days of a request by the Covered Entity, if applicable, KMHA shall provide access to Covered Entity to PHI, or if directed by Covered Entity to an Individual, in a Designated Record Set in order to meet the requirements under 45 C.F.R. § 164.524.

Amendment. Within fifteen (15)business days of a request by the Covered Entity or subject Individual, if applicable, KMHA shall make any appropriate amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526.

Accounting. Within fifteen (15) business days of a request by the Covered Entity, if applicable, KMHA shall document and make available to Covered Entity or subject Individual, for a reasonable cost-based fee (to the extent permitted by HIPAA Rules) such disclosures of PHI, and information related to such disclosures, necessary to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. KMHA shall retain copies of any such accountings for a period of six (6) years from the date the accounting was created.

Audit and Inspection. KMHA shall make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by it on behalf of the Covered

Entity, available to Covered Entity within fifteen (15) business days, or at the request of the Covered Entity or in a time and manner directed by the DHHS, for purposes of determining KMHA's or Covered Entity's compliance with the HIPAA Rules or HITECH Standards.

Covered Entity Obligations.

Covered Entity shall notify KMHA of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify KMHA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect KMHA's use or disclosure of PHI.

Covered Entity shall notify KMHA of any restriction of the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect KMHA's use or disclosure of PHI.

Covered Entity agrees that it shall have entered into "Business Associate Agreements" with any third parties (e.g., trading partners) to which Covered Entity directs and authorizes KMHA to disclose PHI. Covered Entity shall not request KMHA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if disclosed by Covered Entity.

Reporting/Breach Notification. Business Associate shall immediately notify the Covered Entity if Business Associate receives information that PHI has been used or disclosed by it in a manner that violates this Agreement. To the extent that KMHA creates, receives, maintains or transmits Electronic PHI, KMHA shall report immediately to the Covered Entity any Security Incident of which it becomes aware. In accordance with, and as of the effective date of, any applicable regulations issued by DHHS under the HIPAA Rules, HITECH Standards or otherwise, shall notify the Covered Entity of any use or disclosure of PHI by it not permitted by this Agreement, any Security Incident involving electronic PHI, or any Breach of Unsecured Protected Health Information within twenty-four (24) hours following such breach/incident, or as soon thereafter as reasonably warranted by the circumstances or risk of harm to an Individual.

KMHA shall provide the following information to the Covered Entity immediately upon discovery of a breach/incident except when, despite all reasonable efforts by KMHA to obtain the information required, circumstances beyond its control of necessitate additional time:

the date of the breach/incident;

the date of the discovery of the breach/incident;

a description of the Unsecured PHI that was involved;

identification of each Individual(s) whose Unsecured PHI has been or is reasonably believed to have been, accessed, acquired or disclosed; and

any other details necessary to complete an assessment of the risk of harm to the Individual(s) and compliance with the HITECH Standards.

KMHA shall cooperate with Covered Entity in providing notification to the Individual(s) concerning Unsecured PHI that has been disclosed, as well as to DHHS and by public notice if necessary, as may be required by the HITECH Standards.

Breach; Termination.

Without limiting the termination rights of the parties pursuant to the Services Agreement, upon Covered Entity's knowledge of a material breach by KMHA of this Business Associate Agreement, Covered Entity shall notify KMHA of such breach and KMHA shall have thirty (30) days to cure such breach. In the event KMHA does not cure the breach, or cure is infeasible on or before thirty (30) days, Covered Entity shall have the right to immediately terminate this Business Associate Agreement and Services Agreement.

Upon termination of the Services Agreement for any reason, KMHA shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, the Covered Entity. If KMHA determines that return or destruction of such information is not feasible, KMHA shall provide Covered Entity with notification of conditions that render return or destruction infeasible. In such event, KMHA shall continue to limit the use or disclosure of such information as set forth in this Agreement and shall not use or disclose such information except for those purposes that make return or destruction of the information infeasible, for so long as KMHA maintains the PHI.

Relationship of the Parties. None of the provisions of this Agreement are intended to create, nor shall they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their relationship.

Miscellaneous.

Amendment. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules and HITECH Standards. Covered Entity shall provide written notice to KMHA to the extent that any final rules/regulations or further amendments, promulgated by DHHS under the HIPAA Rules or HITECH Standards require changes to this Business Associate Agreement. Such written notice shall include any additional amendment required by the Law and the Business Associate Agreement shall be automatically amended to incorporate such changes, unless KMHA objects to such amendment in writing within fifteen (15) days of receipt of such written notice. In the event that KMHA objects timely to such amendment, the parties shall work in good faith to reach agreement on an amendment to the Business Associate Agreement that complies with the Law and in the interim, shall act at all times in accordance with the Law. Any other amendment to this Business Associate Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.

Effect on Services Agreement. Except as relates to the use, security and disclosure of PHI and electronic transactions, this Business Associate Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under, the Services Agreement.

No Third-Party Beneficiaries. Except as may be required by law, nothing express or implied in the Services Agreement or in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Governing Law. This Business Associate Agreement shall be governed by, and interpreted consistently with, the HIPAA Rules and the HITECH Standards to the fullest extent applicable to this Agreement. In all other respects, the parties agree this Agreement shall be governed by, and interpreted consistently with, the parties' Service Agreement and Choice of Law provisions contained therein.

Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither part may, without the specific prior written consent of the other party, assign any of its interest or rights in or to, or arising under, this Agreement, or delegate the performance of any of its obligations and duties hereunder except to the extent permitted by the parties' Services Agreement.

No Waiver. The failure of any party or parties to enforce at any time any right or privilege under this Agreement shall in no way constitute or be construed as a waiver of that or any other right or privilege under this Agreement, nor shall it affect in any way the validity and full enforceability of this Agreement. No waiver of any right or privilege under this Agreement shall operate as a waiver of any other breach of that or any other provision of this Agreement; and no waiver of any remedy for any such breach shall operate as a waiver of any other remedy for such breach. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, such finding shall not invalidate the balance of this Agreement, which shall remain in full force and effect.

No Prior Business Associate Agreement. This Business Associate Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior business associate agreements between the parties hereto.

Survival. The respective rights and obligations of the Business Associate under this Section 7 shall survive termination of this Agreement.

Limitation of Liability. Business Associate shall not be liable to Covered Entity or its affiliates, officers, directors, members, managers, or owners for any special, incidental, indirect, punitive or consequential costs, liabilities or damages, whether foreseeable or not, arising out of or in connection with the performance or non-performance of any duties or obligations hereunder or otherwise related thereto, including (without limitation) lost profits or damages to Covered Entity's business

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement effective as of the day and year first above written.

Imperial Valley Healthcare District

dba Pioneers Memorial Hospital

**KONICA MINOLTA HEALTHCARE
AMERICAS, INC.**

By: _____

By: _____

Name: _____

Name: James Orsino

Title: _____

Title: CFO



Service Agreement Quotation

Presented To

Imperial Valley Healthcare District dba Pioneers
Memorial Hospital

Presented By

Paul Sausedo – Account Executive

Mobile: 425.309.0340/Email: Paul.Sausedo@Konicaminolta.com
c/o Karin Pirrone

Service Contract Specialist

(973) 646 1881

karin.pirrone@konicaminolta.com



KONICA MINOLTA

KONICA MINOLTA SERVICE AGREEMENT

AGREEMENT NUMBER

101KP_02923

QUOTE GENERATION DATE

3/12/2025

QUOTE EXPIRATION DATE

6/10/2025

END USER LOCATION

Account: Imperial Valley Healthcare District dba
Pioneers Memorial Hospital

Address: 207 W Legion Rd

City: Brawley

State: CA 92227

Country: USA

Account #: 2000247

GPO: HPG

GPO #: H084160

BILL TO ADDRESS

Account: Imperial Valley Healthcare
District dba Pioneers
Memorial Hospital

Address: 207 W Legion Rd

City: Brawley

State: CA 92227

Country: USA

Account #: 2000247

CONTRACT PERIOD — 6/1/2025 — 5/31/2030

LINE ITEM	ITEM #	DESCRIPTION	# SYSTEMS	ANNUAL CUSTOMER PRICE	AGREEMENT PERIOD	AGREEMENT PERIOD TOTAL
1	CON2009	BM Select - AeroDR	3	\$8,050.00	6/1/2025-5/31/2030	\$120,750.00
2	CON1021	BM Select - Additional Panel	1	\$4,200.00	6/1/2025-5/31/2030	\$21,000.00

TOTAL AGREEMENT PRICE

\$141,750.00

EQUIPMENT COVERED BY THIS AGREEMENT

COVERAGE DESCRIPTION	AGREEMENT PERIOD	EQUIPMENT DESCRIPTION	SERIAL NUMBER
BM Select - AeroDR	6/1/2025-5/31/2030	A9YF-AeroDR HD CARBON Flat Panel Detector 14x17 - A9YF-01355	A9YF-01355
BM Select - AeroDR	6/1/2025-5/31/2030	8001404-AeroDR HD Flat Panel Detector 14x17 - A8CE-01335	A8CE-01335

REMIT TO ADDRESS:

KONICA MINOLTA HEALTHCARE AMERICAS, INC.
Department 2272, P.O. Box 122272
Dallas, TX 75312-2272

KONICA MINOLTA HEALTHCARE AMERICAS

411 Newark Pompton Tpke. | Wayne, NJ 07470 | Phone: 800-934-1034 | Fax: 973-633-1012
2217 US HWY 70 East | Garner, NC 27529 | Phone: 800-363-5343 | Fax: 919-869-1957

BM Select - AeroDR

6/1/2025-5/31/2030

8001404-AeroDR HD 14x17 S854
A8CE - A8CE-05271

A8CE-05271



KONICA MINOLTA

4924-1502-7261

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BM Select - AeroDR	6/1/2025-5/31/2030	UE00U66-DELL XE3 PC - Win 10 - 5ZXBQ53	5ZXBQ53
BM Select - AeroDR	6/1/2025-5/31/2030	UE00U66-DELL XE3 PC - Win 10 - 5ZWDQ53	5ZWDQ53
BM Select - AeroDR	6/1/2025-5/31/2030	UE00U66-DELL XE3 PC - Win 10 - 5ZWM853	5ZWM853
BM Select - Additional Panel	6/1/2025-5/31/2030	A9YF-AeroDR HD-C 1417 AERODR 3 1417HD2 - A9YF-01300	A9YF-01300



KONICA MINOLTA

PAYMENT SCHEDULE

ITEM #	AGREEMENT PERIOD	MONTHS	PMT PLAN	PARTIAL PMT	AMOUNT	PMTS	TOTAL
CON2009	6/1/2025-5/31/2030	60	Yearly	N/A	\$24,150.00	5	\$120,750.00
CON1021	6/1/2025-5/31/2030	60	Yearly	N/A	\$4,200.00	5	\$21,000.00

Blue Moon Select - DR Coverage Offering

Panel Protection Coverage

Covers the DR panel against accidental drops or bumps. In the event of such an accident, the panel is diagnosed and repaired or replaced as needed with a fixed maximum copay. Subject to the specific terms listed below, KMHA will repair or replace the damaged panel resulting from an accidental event such as a drop or bump causing damage to or total failure of the panel. Coverage does not include physical damage due to customer's intentional misuse or abuse (defined below).

AeroRemote® Insights - Remote Monitoring Services with Productivity Dashboards

Active monitoring, live notification, and usage analytics. Online dashboards include the following details: Panel drop counts (not available on all models), Component health indicators, OS notifications, Exam counts, Reject/repeat analysis, Exposure level statistics. Better manage AeroDR® investments by recording usage details and by continuously monitoring for unexpected events. AeroRemote Insights enables immediate response to critical issues, can provide advance warning of coming concerns, and provides metrics on technologist usage and performance. Remote assistance for system evaluation and performance confirmation. Requires on-demand remote connectivity to take advantage of AeroRemote alerts and reporting features, where available. Requires CS-7 software version 1.35 or higher or Ultra software version 4.3.2 or higher.

Software Upgrades

Always receive the latest software version to keep up with system improvements and added features. Access to software upgrades means having the latest and greatest features and functionality in order to help maximize workflow efficiency and diagnostic capabilities. Includes installation. Optional software features may require additional purchase. Excludes changes between different software applications or operating system versions.

On-site Labor

When a problem cannot be solved remotely, on-site labor coverage continues the support process to get the system working again. On-site labor is provided by trained engineers, either KMHA Field Engineers, Authorized Reseller Service Agents or in-house Biomed Staff, depending on how the service agreement is purchased. The Engineer will perform the troubleshooting and necessary labor so users can get back to patient care.

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Preventive Maintenance

On-site preventive maintenance at a frequency recommended by the manufacturer's guidelines (typically one time per year) is included and is based upon the specific needs of individual components of the System. Labor for preventive maintenance is provided by trained engineers, either KMHA Field Engineers, Authorized Reseller Service Agents or in-house Biomed Staff, depending on how the service agreement is purchased. It is the responsibility of the customer to schedule preventive maintenance service with their authorized service provider.

Parts Coverage

Normal wear and tear part exchange/replacement. Provides quick access to replacement parts when an unexpected problem occurs, minimizing downtime. Coverage does not include physical damage due to customer misuse or abuse (defined below). Excludes consumables, batteries, etc. When an mKDR or mKDR Xpress portable is covered, the drive batteries are covered under Select or Prime level plans. Customers with Windows 7, 8.1 or XP in need of repair will be required to purchase the Windows Platform upgrade for the appropriate model. The price of this upgrade will vary depending on the model (in-room, portable, convertible).

Software Updates

When available, software updates - minor improvements and enhancements - are administered remotely or during on-site visits. Includes software re-install to bring site back up and running, where applicable. Excludes: Hosted IT Services, Database Conversions, Anti-Virus, Operating System, etc.

Technical Call Center - 24/7 Coverage

24/7 technical phone support to assist with any operational support or performance anomaly. Whether the day or evening shift, users can get the dependable assistance they need with just a phone call. Phone support is the first step in problem resolution. Our centers take advantage in the latest remote technologies to streamline support. Most of the time, a phone call is all that is needed to resolve the issue.

Specific Panel Protection Terms:

Specific Panel Protection Terms: 1) Customer is responsible for all repair costs associated with damage due to a dropped panel or catastrophic event. Repair costs are capped at a maximum co-pay of \$5,000 per panel for AeroDR, \$3,000 for iRay and Naomi, \$8,000 for Thales per incident. 2) If repair costs exceed the maximum co-pay amount based on panel type, KMHA will replace the panel for the co-pay amount. 3) Replacements under this program may be new or refurbished at KMHA's sole discretion.

Replacement panels will meet or exceed original manufacturer specifications. Specific Advanced Exchange Repair Replacement Terms: 1) In order to receive an immediate Repair Replacement panel, customer shall provide a purchase order in the designated amount to KMHA. Repair Replacement panel will be provided within 1-3 business days from receipt of customer's purchase order. 2) If repair costs exceed the designated cap or the panel is not repairable, the Advanced Exchange replacement cost will be capped at the co-pay amount. 3) Upon completion of panel evaluation, KMHA will provide customer with a quote outlining the repair details and final cost. Customer must notify KMHA within five business days of receipt of final determined cost to have ownership of the replacement panel transferred. 4) Should customer fail to reply to KMHA of acceptance of the final determined charge within the above outlined time frame, KMHA reserves the right to invoice customer for the Repair Replacement fee quoted or the replacement fee. 5) If Repair Replacement or Replacement fee is not received within KMHA's standard payment terms, KMHA reserves the right to remove the panel in service. 6) Replacements under this program may be new or refurbished at KMHA's sole discretion.

Replacement panels will meet or exceed original manufacturer specifications.

Misuse/Abuse Includes:

1) Failure of Customer to follow the instructions in the appropriate manual for installation operation or maintenance. 2) Failure to follow recommended cleaning protocols within the operation manual. 3) Negligent misuse and/or negligent improper handling of such Equipment: Holes, Cracks, Tears, Deep Scratches, Internal Damage are typical indicators of this negligence. 4) Repair, alteration, conversion or modification of such Equipment any component thereof, by persons other than trained, authorized, and qualified representatives. 5) Man-made or natural disaster, theft, vandalism, neglect, abuse, use other than in accordance with the appropriate instruction manual or for purpose other for which it was designed. 6) Component Failures directly attributed to: Power failures or surges, lightening, fire, flood, terrorist incident, actions of third parties or other events outside of the Company's reasonable control. 7) Physical, mechanical, electrical, or magnetic stress not expressly contemplated by the appropriate instruction manual. 8) Use of Equipment by unqualified personnel. 9) Serial number removed, defaced or altered from such Equipment. 10) Liquid invasion (iRay, Naomi, Thales only).

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TERMS AND CONDITIONS FOR BLUE MOON LIFECYCLE AND CUSTOMER SATISFACTION SERVICE AGREEMENTS

1. Activation. This Service Agreement will become effective only when first signed by the Customer and then accepted and countersigned by a duly authorized corporate officer of KMHA. KMHA agrees to furnish and Customer agrees to accept and pay for maintenance services on the hardware and software listed in this Service Agreement (collectively, the "System").
2. Invoices, Payment and Taxes. KMHA shall render an invoice to Customer for the specific service plan purchased by Customer. Typographical errors are subject to correction by KMHA. Unless credit terms are agreed upon in writing by KMHA, payment for the Service Agreement is due upon activation. Payments by approved credit customers shall be due in full within thirty (30) days of the relevant invoice. Past due balances shall be subject to a 1.5% per month (18% per year) service charge, or the highest rate permitted by applicable law, if less. If Customer breaches the terms of this Service Agreement, KMHA shall be entitled to the reasonable costs (including attorney's fees) incurred in enforcing the agreement. All payments shall be exclusive of all taxes and duties, including without limitation sales, use, value and other taxes, duties or levies on transactions made pursuant to this Service Agreement. Customer shall pay KMHA an amount equal to any tax or duty KMHA is required to collect or pay upon the delivery of services to Customer, exclusive of KMHA's income taxes. If a certificate of exemption or similar document is required to exempt Customer from sales or use tax liability, Customer shall obtain and furnish to KMHA evidence of such exemption prior to activation in a form reasonably satisfactory to KMHA.
3. Service Continuity. If the warranty on any component of the System has not been under a Service Agreement continuously since the expiration of the warranty, it may be necessary to inspect and refurbish the System as and to the extent necessary prior to implementing this Service Agreement. Such inspection and refurbishing will be billed to Customer by KMHA at KMHA prices then in effect.
4. Full Maintenance & Repair Service. During the term of the Service Agreement, KMHA agrees to provide to Customer, subject to the specific service plan purchased by Customer, the following:
 - a. Remedial maintenance during coverage hours when KMHA is notified that the System is not functional. KMHA shall, at its option, either replace or repair the affected component(s). If deemed necessary by KMHA, and in its sole discretion, the affected component(s) will be forwarded to an authorized KMHA repair facility for repair. Normal shipping charges will be included in the cost of the service plan; premium shipping charges, if requested by the customer, will be billed to Customer. KMHA agrees to use only manufacturer-authorized replacement components.
 - b. Programmed maintenance based upon the specific needs of individual components of the System, as determined by KMHA.
 - c. All labor, service parts and equipment modifications that KMHA deems necessary to maintain the System in good working order.
 - d. Installation of engineering changes or retrofits determined applicable by KMHA with regard to product performance and safety.
 - e. Subject to the specific service plan purchased by Customer, among those services NOT INCLUDED in this Service Agreement are:
 - (1) Services required for instructing Customer in the operation of the System;
 - (2) Adding or removing accessories, attachments or other components to or from the System;
 - (3) Services relating to moving or relocating any component of the System;

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- (4) Problems caused by improper operation, accident, vandalism, negligence, abuse or misuse of any System component, electrical failure, network failure or any other external source;
- (5) Any increase in service time resulting from operator neglect or failure to follow operating instructions;
- (6) Repair or damage from any cause other than ordinary use of the System;
- (7) Replacement of consumable items or normal wear items; and
- (8) Engineering changes/product upgrades which provide additional or enhanced capabilities to the System not covered by this Service Agreement.

Subject to the specific service plan purchased by Customer, any services provided by KMHA that are not covered by this Service Agreement will be charged to Customer in accordance with KMHA prices then in effect. The on-site services set forth in this Service Agreement will apply only to Customer's commercial facilities and not to home offices or other non-commercial locations.

5. Replacements. KMHA will use ordinary care in performing its obligations under this Service Agreement, but in no event will KMHA be liable for any failure to discover any conditions necessitating repair or replacements, nor will any inspection made by KMHA be construed as an approval or guarantee of the condition of the System, nor should the maintenance contemplated by this Service Agreement be regarded as a guarantee against obsolescence or ordinary wear and tear.

6. Obsolete Components. If any component of the System should become obsolete, become not repairable in the ordinary course, or require replacement parts that are no longer obtainable through normal commercial channels, then KMHA will so advise Customer. At that time and at the request of the customer, the customer may choose to cancel any remaining term on their service agreement without penalty. If KMHA agrees to remove, dispose of, or replace that portion of the System, KMHA may bill Customer on a separate invoice on a time and materials basis, at KMHA's then prevailing rates. Unless Customer removes or replaces obsolete or irreparable systems or parts, KMHA will not have any obligation to provide maintenance services for those components under this Service Agreement.

7. Service Hours. Other than technical phone support, which is available 24 hours per day 7 days per week, and subject to the specific Blue Moon service plan purchased by Customer, normal service hours will be 8:30 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays.

8. Response Times. During the term of this Service Agreement, KMHA shall use commercially reasonable efforts to respond by telephone to requests for maintenance services under this Service Agreement within one (1) normal service hour of the time each such request is received by KMHA.

9. Performance. KMHA shall not be liable in any way for delays due to acts of God, labor disputes, failures of materials or facilities, curtailment of or failure to obtain sufficient electrical or other energy supply, compliance with any laws, regulations, or orders, whether valid or invalid, from any governmental body or instrumentality, or any other circumstance or causes beyond KMHA's reasonable control.

10. Customer's Terms and Conditions. Services furnished by KMHA are sold based upon the terms and conditions set forth herein as well as the specific service plan purchased by Customer, notwithstanding any terms and conditions that may be set forth in or contained on Customer's purchase order, invoice or any other document provided or issued by Customer.

Damages and Liability. Neither party shall be entitled to punitive damages. IN NO EVENT SHALL either party BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED EXCEPT AS PROVIDED IN SECTION 19. No action, regardless of form, arising out of, or in any way connected with the services furnished by KMHA may be brought by Customer more than two

(2) years after the date on which the cause of action accrued.

11. Confidentiality. Each of Customer and KMHA agree not to disclose to any third party any proprietary information disclosed to

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it by the other party without the prior consent of the party whose information is being disclosed. Customer shall limit access to the proprietary information of KMHA to those persons having a need to know such information in order to exercise Customer's rights under this Service Agreement. A party's proprietary information shall not include information that (1) is or becomes publicly available through no act or omission of the other party; (2) was in the other party's lawful possession prior to the disclosure; (3) is lawfully and rightfully disclosed to the other party by a third party without restriction on use or disclosure; or (4) is independently developed by the other party.

12. HIPAA

KMHA and Customer shall enter into a separate Business Associate Agreement which shall govern their relationship as it pertains to compliance with HIPAA and its implementing regulations.

13. Termination. Customer may terminate this Service Agreement without cause upon sixty (60) days written notice to KMHA.

14. Warranty and Limitations of Warranty. Customer's EXCLUSIVE REMEDY and KMHA's SOLE OBLIGATION with respect to Services is to perform the Services again. KMHA warrants that all Services provided hereunder shall be performed in a professional manner. KMHA's sole obligation under this provision shall be limited to using commercially reasonable efforts to perform such Services correctly.

15. Exclusions from Coverage. This Service Agreement does not cover service calls attributable to actions taken by or subject to the control of Customer or other operator, including, but not limited to, the following:

- a. Missing or damaged code seals;
- b. Modifications, changes or alterations to the System (including the installation of any software) by anyone other than KMHA, unless authorized by KMHA in writing;
- c. Failure to operate the then current version of the software included in the System;
- d. Installation of the computer hardware used in the operation of the System in an unsuitable operating environment;
- e. Failure of the computer hardware and hardware configuration used in the operation of the System to meet manufacturer's recommended specifications.

16. Back-up Data. Customer shall be required to maintain adequate back-ups of all data used in connection with the System in order to ensure continued data security and retention. IN NO EVENT SHALL KMHA BE OBLIGATED TO RECREATE OR RESTORE, OR BE LIABLE IN ANY WAY FOR, CUSTOMER DATA IN THE EVENT OF CUSTOMER'S FAILURE TO MAINTAIN ADEQUATE BACK-UP OF ALL DATA.

17. Additional Customer Responsibilities. Customer shall be responsible for all normal System administration duties, including but not limited to adding/removing users, changing/assigning passwords, and all matters relating to the security of the System and the information contained therein. Customer shall also be responsible for: cleaning and following operating instructions; making the System immediately available for service when requested or paying the standard rates for waiting time or canceled calls; providing consumables necessary for the service(s) performed; providing KMHA with full and safe access to the System; and implementing recommended engineering changes.

18. CUSTOMER UNDERSTANDS AND AGREES THAT KMHA IS NOT AN INSURER AND THAT THE MAINTENANCE SERVICES TO BE PROVIDED BY KMHA UNDER THIS AGREEMENT ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE CERTAIN RISKS OF LOSS. IN NO

REMIT TO ADDRESS:

KONICA MINOLTA HEALTHCARE AMERICAS, INC.
Department 2272, P.O. Box 122272
Dallas, TX 75312-2272

KONICA MINOLTA HEALTHCARE AMERICAS

411 Newark Pompton Tpke. | Wayne, NJ 07470 | Phone: 800-934-1034 | Fax: 973-633-1012
2217 US HWY 70 East | Garner, NC 27529 | Phone: 800-363-5343 | Fax: 919-869-1957

19. Additional System Components. This Service Agreement applies to the System and all hardware and software components thereof (if any) existing at the time this Service Agreement is initiated. If additions or upgrades are made to the System, whether hardware or software, KMHA reserves the right to adjust the price payable hereunder accordingly.

20. Miscellaneous.

(a) Severability. If any part, provision, or clause of this Service Agreement, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of the terms and conditions remaining, and to this end the terms and conditions contained herein shall be treated as severable.

(b) Notices. Legal notices and communications given by Customer and KMHA to one another regarding this Service Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective business addresses or to such other address as the parties may substitute by giving notice to one another in accordance with this provision.

(c) Amendments. No modification or amendment to this Service Agreement or to these terms and conditions or any waiver thereof will be valid unless in writing and signed by Customer and an authorized representative of KMHA setting forth the modification or amendment hereto.

(d) Governing Law. This Service Agreement shall be construed and enforced in accordance with the laws of the State of California .

(e) Arbitration. In the event the parties are unable to resolve any controversy, dispute or claim arising out of or relating to this Service Agreement, the parties agree to first discuss the dispute informally. In the event that such discussion is not successful in resolving the dispute, then either party shall submit such dispute to binding arbitration in a mutually agreed upon location , before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall be required to produce a written opinion setting forth the reasons for the decision or award made. There shall be no appeal therefrom other than for bias, fraud or misconduct. Judgment upon any decision or award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, claims for equitable or injunctive relief, although subject to mediation as provided herein, shall not be subject to arbitration.

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Are you a P.O. driven organization?

If yes please provide a P.O. # _____ along with a hard copy.

This PO # will be used for the length of the agreement unless Konica Minolta receives a replacement PO # prior to the billing schedule.

If not please check off the box below indicating "no".

☐

Please Check One

☐

Taxable

☐

Tax Exempt, -Please attach Tax Exempt Certificate.

Konica Minolta's Easy Renewal Program

Yes, please enroll me in Konica Minolta's Easy Renewal Program, a simple & seamless transition that allows for business continuity and zero disruption in continued service support. I authorize Konica Minolta to renew my service contract on the anniversary expiration date. The agreed contract price will be guaranteed with each renewal, and I will be invoiced the same amount per the in the indicated payment terms set forth in this agreement. At any time I may cancel the auto-renewal feature by providing KMHA at least sixty (60) days in advance in writing of my intent of same.

☐

**Imperial Valley Healthcare District dba
Pioneers Memorial Hospital**

Konica Minolta Healthcare Americas, Inc.

Authorized

Signature _____

Print Name _____

Phone Number _____

Date _____

Authorized

Signature

Karin Pirrone

Print Name Karin Pirrone

Date 3/12/2025

4924-1502-7261

REMIT TO ADDRESS:

KONICA MINOLTA HEALTHCARE AMERICAS, INC.
Department 2272, P.O. Box 122272
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**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN IMPERIAL VALLEY HEALTHCARE DISTRICT
AND BERKELEY RESEARCH GROUP, LLP
FOR FINANCIAL STRATEGIST SERVICES**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “**Third Amendment**”) is entered into by and between **IMPERIAL VALLEY HEALTHCARE DISTRICT (“IVHD”)**, and **BERKELEY RESEARCH GROUP, LLC (“CONTRACTOR”)**, an independent contractor, collectively referred to herein as “**parties**” or individually as “**party**,” dated as of June 12, 2025.

RECITALS

- A. IVHD and Contractor are parties to that certain Professional Services Agreement having an Effective Date of September 10, 2024 (the “**Professional Services Agreement**”).
- B. IVHD and Contractor executed an Amendment to this Professional Services Agreement on December 12, 2024, to change the Payment Cap in the Professional Services Agreement to Three Hundred Fifty Thousand Dollars (\$350,000.00).
- C. IVHD and Contractor executed a Second Amendment to this Professional Services Agreement on February 21, 2025, to change the Payment Cap in the Professional Services Agreement to Five Hundred Fifty Thousand Dollars (\$550,000.00).
- D. Capitalized terms not otherwise defined in this Third Amendment shall have the definitions and meanings provided in the Professional Services Agreement.
- E. IVHD and Contractor desire to amend the Professional Services Agreement in accordance with the terms and provisions of this Third Amendment to raise the Payment Cap by an additional Two Hundred Fifty Thousand Dollars (\$250,000) in order to accommodate the continuing need for financial consulting services relating to the ongoing merger between IVHD and El Centro Regional Medical Center, the scope of which is set forth in the Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, IVHD and Contractor agree as follows:

1. Amendment to Payment Cap. **Article 3** of the Professional Services Agreement is hereby amended so that all references to the total amount of the “Payment Cap” be changed to Eight Hundred Thousand Dollars (\$800,000). The Professional Services Agreement’s prior references to the Payment Cap, as amended, are hereby deleted. Accordingly, the relevant amended portions of Article 3 of the Professional Services Agreement, and the associated calculations related to the Payment Cap, shall be amended as follows:

- a. "Compensation paid for Services performed pursuant to this Agreement shall not exceed **Eight Hundred Thousand Dollars (\$800,000)**, in the aggregate (the "**Payment Cap**"), unless the IVHD Board Chair has authorized, in writing, contingency spending as set forth herein."
- b. "CONTRACTOR shall promptly notify IVHD's Administrative Coordinator, in writing, at tvirgen@iv-hd.com, when fees and expenses incurred under this Agreement have reached 80% of the Payment Cap (in other words, when fees and expenses have reached \$640,000).
- c. "In the event further work is needed on an emergency basis, the IVHD Board Chair in his or her discretion may authorize contingency spending of an additional Fifty Thousand Dollars (\$50,000) beyond the Payment Cap for Services under this Agreement. In no event shall CONTRACTOR be entitled to payment beyond Payment Cap plus contingency (\$800,000+ \$50,000 = \$850,000) unless agreed upon through a written amendment to this Agreement authorized by the IVHD Board of Directors and executed by both parties."

2. Other than as set forth in this Third Amendment, all other terms of the Professional Services Agreement remain in full force and effect. The provisions in this Third Amendment shall control over all other provisions in the Professional Services Agreement, as amended.

3. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the date set forth above.

**IMPERIAL VALLEY HEALTHCARE
DISTRICT:**

CONTRACTOR:

Signature

Signature

Name

Name

Title

Title

Date

Date

CONFIDENTIAL

JOINT POWERS AND AFFILIATION AGREEMENT

by and among

IMPERIAL VALLEY HEALTHCARE DISTRICT

and

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UC SAN DIEGO
HEALTH**

June 12, 2025

JOINT POWERS AGREEMENT

THIS JOINT POWERS AND AFFILIATION AGREEMENT (this “**Agreement**” or “**Joint Powers Agreement**”) is made and entered into as of the ____ day of ____, 2025 (“**Effective Date**”), by and among IMPERIAL VALLEY HEALTHCARE DISTRICT, a California Healthcare District (“**IVHD**”) subject to The Local Health Care District Law (Health & Safety Code §§ 32000 *et seq.*), on the one hand, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “**Regents**”) on behalf of UC SAN DIEGO HEALTH, a corporation described in Article IX, Section 9, of the Constitution of the State of California (“**UCSD**”), on the other hand. IVHD and UCSD are hereinafter sometimes referred to collectively as the “**Parties**,” and each individually, as a “**Party**”.

RECITALS

A. IVHD is a California Healthcare District established by the California Legislature pursuant to Assembly Bill 918 (2023), Health and Safety Code section 32499.5 *et seq.* (“**AB 918**”). IVHD’s territory includes all of the County of Imperial. IVHD owns and operates a general acute care hospital located in Brawley, California as well as various rural health clinics, a skilled nursing facility and certain other healthcare facilities in Imperial County, California, under California Department of Public Health License Number: 090000087 and License Facility ID: 090000146 (collectively, the “**PMH Facilities**”).

B. The City of El Centro (the “**City**”) is a municipal corporation and charter city located entirely within the County of Imperial. The City owns the real property, and the buildings located on the real property, including but not limited to the main campus located at 1415 Ross Ave., El Centro, California 92243 (collectively, the “**EC Hospital Site**”). The City holds the State license for operation of a general acute care hospital located at the EC Hospital Site and associated other rural health clinics and certain other healthcare facilities in Imperial County, California, under California Department of Public Health License Number: 090000004 and License Facility ID: 090000040 (collectively, the “**ECRMC Facilities**”) for the provision of healthcare and other related services. Together, the ECRMC Facilities and the EC Hospital Site shall be referred to herein as the “**El Centro Facilities**.”

C. El Centro Regional Medical Center (“**ECRMC**”) is a separate public agency and enterprise operation of the City of El Centro organized and operated under the provisions of Title 4, Division 3, Part 2, Chapter 5, Article 8 Gov. Code Section 37650 *et seq.*, the “**Municipal Hospital Law**”. ECRMC operates the El Centro Facilities on its own behalf and for the City.

D. UCSD operates a premier multi-site healthcare system which primarily serves residents of San Diego County and surrounding areas, and has had a long-standing relationship with ECRMC, including the provision of various administrative and clinical services since 2015, and a joint powers agreement since May 7, 2024.

E. Consistent with the goals of AB 918, IVHD intends to acquire the El Centro Facilities, in order to combine the Imperial County’s two hospitals into a single hospital across two campuses, in order to qualify as a sole community hospital and achieve savings through the coordination and expansion of medical services and combined economies of scale. On or around March 18, 2025, IVHD and the City executed a term sheet for an asset transfer offer, wherein the City and ECRMC would transfer to IVHD the El Centro Facilities under the terms set forth in the term sheet and as would be more specifically established in a written asset transfer agreement.

F. Together, the El Centro Facilities and the PMH Facilities shall be referred to herein as the **“Healthcare Facilities.”**

G. IVHD has determined that the healthcare needs of the Imperial County will be best served by UCSD’s assistance in advising IVHD in two phases: First, on the strategy for bringing the Healthcare Facilities together under common operation and ownership (**“Phase 1”**), and next, with the management and oversight of the Healthcare Facilities once they are owned and operated by IVHD (**“Phase 2”**). For that reason, IVHD and UCSD wish to enter into this Agreement to set forth the terms for UCSD’s assistance, management and oversight of the Healthcare Facilities (the **“Transaction”**).

H. The Parties believe that the affiliation contemplated by the Transaction will result in, among other benefits: (i) an increase in access to more specialized healthcare for the County of Imperial; (ii) improved access to health care for vulnerable populations served by the Healthcare Facilities; (iii) additional support and scale for improved expense management, physician recruitment and retention and workforce development resulting in the long-term stabilization of the Healthcare Facilities’ clinical, operational and financial position.

I. It is the intent of the Parties that this Agreement is intended to exercise the governmental authority granted pursuant to Govt. Code Section 6500 *et seq.* which provides for the joint exercise of governmental powers.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

TERM

1.1 Term. Phase 1 (the **“Initial Term”**) of this Agreement shall begin on July 1, 2025, as described more fully in Article III below. Phase 2, as described more fully in Article IV and the remainder of this Agreement, shall begin upon the date when all of the following events have occurred: (a) IVHD takes ownership, possession and control of the El Centro Facilities, (b) IVHD receives all regulatory approvals associated with the transfer of the El Centro Facilities, and (c) IVHD receives approval from the Office of Health Care Affordability with respect to this Joint Powers Agreement (the **“Commencement Date”**). This Agreement shall continue for a period of five (5) years from the Initial Term, with an expiration date of July 1, 2030 (**“Expiration Date”**). At least 18 months prior to the Expiration Date (the **“Negotiation Period”**), the Parties will commence a process to meet and confer to modify and update this Agreement as necessary. If the Parties fail to agree on a renewal of this Agreement by the Expiration Date, there shall be a 180-day winding down period from the last day of the Term. The wind down process shall include termination of all agreements between the Parties unless the Parties otherwise mutually agree during the wind down period to continue certain arrangements after the wind down period. For purposes of this Agreement, **“Term”** shall mean the time between the Commencement Date and the Expiration Date, unless any renewal term is negotiated and agreed to by the Parties. For purposes of this Agreement, the **“Termination Date”** shall be such date on which the final Term expires, or such date on which this Agreement terminates pursuant to ARTICLE VIII hereof.

ARTICLE II

PURPOSE AND POWERS

2.1. Purpose. IVHD has determined that the healthcare needs of the Imperial County will be best served by UCSD's assistance in advising IVHD on the strategy for bringing the Healthcare Facilities together under common operation and ownership (Phase 1) and then by the management and oversight of the Healthcare Facilities as they are owned and operated by IVHD (Phase 2). For that reason, IVHD and UCSD wish to enter into this Agreement in order to allow UCSD to provide such services at IVHD's facilities and in order to set forth the terms for UCSD's assistance, management and oversight of the Healthcare Facilities.

2.2. Powers. UCSD shall exercise, in a manner provided in this Agreement, the powers common to the Regents of the University of California, organized under Article IX, Section 9, of the Constitution of the State of California, as necessary to accomplish the purposes of this Agreement.

2.3. The services performed and expenditures made under this Agreement shall be considered to be governmental in nature, for public and governmental purposes only, and all immunities from liability and limitations and damages afforded to the state and political subdivisions shall extend to the Parties to this Agreement.

2.4. This Agreement shall not be construed to, in any manner, aggregate or limit the rights, powers, duties and/or functions of any of the Parties hereto.

ARTICLE III

ROLES OF UCSD AND IVHD DURING PHASE 1

3.1. During the Initial Term and until such time as the Health Facilities come under common ownership of IVHD, UCSD shall serve in an advisory and consulting capacity to IVHD to assist with regulatory and strategic planning for the purpose of aiding IVHD as it anticipates the integration and delivery of clinical services and operations for two previously distinct health care entities. In this role, UCSD shall not be involved in managing or overseeing the current operations of IVHD, which duties shall remain with the IVHD CEO. UCSD shall direct reasonable expertise and resources at its disposal and within its reasonable business judgement and discretion to participate in clinical, strategic and facilities planning for the future operation of the Health Facilities. In this role, UCSD shall provide guidance to various external third-parties retained by IVHD to perform specific functions such as facilities master planning and other long-term contractual commitments. UCSD shall serve in this advisory capacity during the Initial Term until the earlier of the closing of the transaction under negotiation with the City for the transfer of the El Centro Facilities and the commencement of Phase 2, or the receipt of written communication from IVHD to UCSD that IVHD is ending its negotiations with El Centro and no longer intends to acquire the El Centro Facilities.

3.2. IVHD understands and agrees that to the extent the UCSD is acting as manager of the El Centro Facilities at the same time as it provides the Phase 1 services called for pursuant to this Article III, UCSD is entitled to consider such interests and factors as it desires, without implicating any fiduciary duties or other obligations that it may owe to IVHD, when making any decisions or taking or refraining from taking any actions, permitted or required under this Article III.

3.3. During the Initial Term, only the provisions of Articles I, II, III, XIV, XI, XVI and XVII in this Agreement shall apply. During the Term, all provisions of this Agreement shall apply.

ARTICLE IV

ROLES OF UCSD AND IVHD AFTER COMMENCEMENT DATE (PHASE 2)

4.1. IVHD. For and during the Term, IVHD agrees that UCSD shall act as the Manager of the Healthcare Facilities and grants to UCSD the sole and exclusive right to operate, manage, supervise, direct, and control the management and operation of the Healthcare Facilities (subject to the provisions of this Agreement, and subject to the continuing consent of the IVHD Board retaining ultimate authority and responsibility for the Healthcare Facilities as required by law and further described below).

4.2. UCSD. UCSD shall act as the Manager of the Healthcare Facilities and agrees that it will (a) perform its duties and responsibilities hereunder in accordance with this Agreement, as modified from time to time, and shall discharge its duties as Manager with the prevailing standard of care by exercising the skill and ability customarily exercised by reputable hospital managers providing the same or similar services in the state of California; and (b) use commercially reasonable efforts to: (i) provide the management services set forth in this Agreement in an efficient and cost effective manner, and (ii) comply, in all material respects, with all statutes, ordinances, rules and regulations established by any governmental authority having jurisdiction over the Facilities and which are applicable to the services provided by UCSD under this Agreement. While exercising its professional skill and expertise, UCSD shall use reasonable diligence and best judgment, and shall perform its services hereunder in the best interests of public health. Subject to the foregoing and to the other provisions of this Agreement, UCSD shall have the exclusive control regarding the operation and management of the Healthcare Facilities for purposes of furnishing services pursuant to this Agreement (including the exercise of its rights and performance of its duties provided for in ARTICLE III hereof); provided, however, that IVHD shall retain the ultimate control and responsibility as outlined in Section 4.10 herein, including the professional and administrative authority and responsibility for the Healthcare Facilities in accordance with the Health Care District Law, California Code of Regulations, Title 22, Section 70713 or the applicable regulations for the state in which the Healthcare Facilities are located along with all other obligations that IVHD is required to maintain pursuant to the provisions set forth in ARTICLE IV. All matters requiring professional medical judgments shall remain the responsibility of the Healthcare Facilities' Medical Staff (as defined herein) and allied health professionals, and UCSD shall have no responsibility, obligation, or liability whatsoever for such judgments.

4.3. Independent Contractor Relationship. It is expressly agreed by the Parties that UCSD at all times acting and performing under this Agreement as an independent contractor of IVHD, and that no act, commission or omission by IVHD and/or UCSD shall be construed to make or constitute the other its partner, member, joint venturer or associate by virtue of this Agreement. UCSD and IVHD each shall be responsible for the compensation and supervision of its own employees used to perform the management services under this Agreement. UCSD shall determine the methods, manner and means by which such services will be performed. UCSD shall be solely liable for the payment of all salaries, wages, and any unemployment, social security, and other payroll taxes for UCSD and its officers and employees (but not for IVHD officers or employees), including any related assessments or contributions required by law.

4.4. Licenses; Permits. IVHD shall be the holder of the hospital and pharmacy licenses, and other permits and contracts pertaining to the Healthcare Facilities and shall be the "provider" within the meaning of all third-party contracts for the Healthcare Facilities.

ARTICLE V

RIGHTS AND DUTIES OF UCSD AS MANAGER

5.1. General Responsibilities.

(a) Subject to the control that IVHD must maintain under applicable law or under this Agreement, UCSD shall provide sufficient and qualified management personnel, with the applicable personnel holding any licensure required by law, to:

- (i) Manage, and direct the hospital operations at the Healthcare Facilities;
- (ii) Manage, in consultation with the IVHD Board the selection, retention, supervision and discharge of, the Healthcare Facilities' Chief Executive Officer, Chief Operating Officer and Chief Financial Officer; provided that such persons may, at UCSD's election and in its sole judgment, be employees of UCSD; for employees of IVHD the decision to hire or fire such individual shall ultimately lie with the entity employing such individual. IVHD shall have an opportunity to participate in the hiring and ongoing evaluation of the Healthcare Facilities' Chief Executive Officer, Chief Operating Officer and Chief Financial Officer at least annually;
- (iii) Manage and oversee the Healthcare Facilities' human resources department(s); provide guidance regarding personnel policies and guidelines for adoption by the applicable entity; and negotiate, on IVHD'S behalf and at IVHD's expense subject to reasonable caps on expenses set by the IVHD Board from year to year through the annual budget process, as applicable, with any labor union lawfully entitled to represent the employees at the Healthcare Facilities; notwithstanding, any collective bargaining agreement or labor contract resulting therefrom must first be approved by the IVHD Board, who shall be the only entity authorized to execute the same;
- (iv) Subject to the obligations of IVHD set forth in Section 6.6, procure and supervise for IVHD the appropriate types, categories and amounts of insurance to cover the real and personal property of the Healthcare Facilities, and to supervise the actions of the staff in securing certificates of such insurance, each as may from time to time be required pursuant to any leases, loan agreements or similar agreements with any lessors or lenders of IVHD to the Healthcare Facilities (and subject to any other terms and conditions thereof) or otherwise; provided, however, that the payment to any insurance provider shall be and remain the sole responsibility of IVHD, and UCSD shall have no responsibility whatsoever for such payment;
- (v) Direct the food service operation at the Healthcare Facilities;
- (vi) Supervise the purchasing of all outside services, food supplies, pharmaceutical supplies, medical supplies, materials, and equipment incidental to the operation of the Healthcare Facilities; provided, however, the payment to for these items and services shall be and remain the sole responsibility of IVHD and UCSD shall have no responsibility whatsoever for such payment. To the extent available to IVHD as an "affiliate" of UCSD through this Joint Powers Agreement, UCSD may facilitate such purchasing and procurement of goods and services through then existing UCSD GPO arrangements;
- (vii) Assist and supervise IVHD's compliance with all appropriate governmental requirements or regulations and with all IVHD's and Healthcare Facilities' licenses and certifications and assist with the implementation of corporate compliance plan(s) for adoption by IVHD and/or the Healthcare Facilities;
- (viii) Subject to the provisions of Section 6.5, support and manage IVHD's information systems for the following areas: Accounts Payable, Contract Management, Payroll, Benefits, Financial Reporting, Marketing, Medical Records, Coding and Billing, and General Ledger;
- (ix) Supervise the Healthcare Facilities' marketing department(s) or staff(s) and use commercially reasonable efforts to support compliance by such Healthcare Facilities' marketing departments with all applicable federal and state healthcare laws and regulations;

(x) Supervise quality assurance and performance improvement processes and assist IVHD with implementation of such systems at the Healthcare Facilities, including risk management, patient/family satisfaction, licensing and accreditation, and program evaluation, and regularly report details regarding the same to the IVHD Board no less than every other month;

(xi) Subject to the legal authority of the IVHD Board, manage the relationships of the Healthcare Facilities with any partner, joint venturer, co-owner or similar party of any healthcare facility and to make all decisions and take all necessary or appropriate actions on behalf of the Facility according to the terms of any partnership agreement, joint venture agreement, limited liability company agreement, bylaws or any similar agreements or governing documents with respect to any such partnership, joint venture, limited liability company or similar entity of any kind;

(xii) Subject to the legal authority of the IVHD Board, handle, on a timely basis, any negotiations, and discussions for the purpose of attempting to cure any defaults that may exist with respect to IVHD's contractual or regulatory obligations, provided that UCSD shall have no obligation to cure any monetary default except with funds from the relevant Facility or IVHD, unless the default is the result of UCSD's gross negligence, fraud, recklessness or willful misconduct, and provided that UCSD disclose, on no less than a monthly basis, any alleged defaults or claims with exposure in amounts of fifty thousand dollars (\$50,000) or more; and

(xiii) Subject to the Healthcare Facilities' capital budgets and IVHD Board approvals, supervise the maintenance and the undertaking of all alterations and repairs at each Healthcare Facility, and to prepare and submit to IVHD, on an annual basis no later than May 1, a list of, and a budget relating to, capital items to be acquired for, or altered or repaired at the Healthcare Facilities. Such budget shall include an allocation for capital purchases, alterations and repairs to be undertaken by UCSD, in its discretion, and which allocation may be modified by UCSD, in its sole discretion, including by substitution, for such year so long as the aggregate budget for such item does not result in a Material Deviation (as defined below in this subsection); provided, however, that such amount may be increased to meet emergency needs if UCSD determines such needs are commercially reasonable and provides prior written notice to IVHD. Further, in the event capital purchases, alterations or repairs become necessary in order to preserve or procure necessary licenses and permits to operate the Healthcare Facilities, at the request of UCSD, IVHD will convene as soon as possible as allowed by law (preferably within two (2) days of the request of UCSD) to consider such additional expenditures as may be necessary to maintain necessary licenses and permits and approval of such expenses shall not be unreasonably withheld, conditioned or delayed. Notwithstanding, UCSD is also authorized to make such expenditure even without such approval to extent such expenditure is required by law, or in order to avoid immediate harm to or interruption of hospital operations and then will be reported to the IVHD Board through its Chair within five (5) days of the expenditure. For purposes hereof, the determination of whether an expenditure constitutes a capital item shall be made in accordance with generally accepted accounting principles ("GAAP"), consistently applied. The term "Material Deviation" shall mean either (a) exceeding any individual line item in such budget by more than twenty percent (20%), or (b) exceeding the Permitted Expenditure Amount by more than ten percent (10%). The term "Permitted Expenditure Amount" shall mean the total expenditure amount of all line items in such budget.

(xiv) Strategic Plan. UCSD, in collaboration with IVHD's representatives, will create and present to the IVHD Board of Directors a strategic plan to improve and expand the provision of healthcare services in the Imperial County, which plan shall be agreed to by the Parties consistent with the attached timeline. UCSD will review and update this strategic plan at least

annually throughout the Term, with quarterly reports regarding the goals and metrics that have been met and advanced throughout the Term.

(b) In performing its duties under this Agreement, UCSD may rely on the recommendations of the Healthcare Facilities' medical staff (and its designated committees) and departmental chairpersons (collectively "Medical Staff") and its Chief Medical Officer relative to the quality of professional services provided by individuals with clinical privileges.

5.2. Financial Responsibilities. UCSD shall:

(a) Manage the preparation of a draft annual operating budget for the Healthcare Facilities by no later than May 1 of each year, based on anticipated revenues and expenses at such Facility. The expectation is that a final budget shall be presented to IVHD for approval by no later than June 30. If a final budget is not approved by June 30, the prior year's approved budget shall apply until a new budget is approved by IVHD. UCSD shall oversee IVHD's operation within its budget and shall use commercially reasonable efforts to oversee operations such that IVHD does not exceed budgeted amounts, apart from reasonably necessary Material Deviations, without approval from the IVHD Board, notifying the IVHD Board in a reasonable time period (at least quarterly) of any and all proposed material changes or Material Deviations from the budget projections, and making recommendations to IVHD for approval of any changes or deviations necessary;

(b) Diligently oversee the timely preparation of financial and operating reports with respect to the Healthcare Facilities, which shall include all reports required by any lender or lessor to IVHD, budgetary comparisons and capital improvement reports and periodic reports summarizing UCSD's actions and performance hereunder; provided, however, that it shall be the sole responsibility of IVHD to solicit and retain, at the expense of IVHD, certified public accountants to undertake the year end audit of the Healthcare Facilities' operations, and to cause said accountants to issue their certified statements of profit and loss and the balance sheet for the Healthcare Facilities and for IVHD for each fiscal year;

(c) Diligently oversee the Healthcare Facilities' billing functions regarding the collection of all amounts due to the Healthcare Facilities from all sources, including, but not limited to, amounts due from patients, and due under Medicare, Medicaid or other governmental or private insurance programs (the "Receivables"), and to retain on behalf of IVHD, at the Healthcare Facilities' expense, counsel to undertake litigation or similar action before any court, dispute resolution service, administrative agency or board in order to collect any of the Receivables;

(d) Review, when appropriate, the reserve requirements of IVHD's lenders or governmental agencies with jurisdiction over the Healthcare Facilities in an effort to assist in ensuring that all such reserve requirements are being met on a timely basis;

(e) Supervise the preparation and filing of all material reports, statements of affairs or records required by any federal, state or local government, or by any agency thereof, with regard to the operations of the Healthcare Facilities as may be necessary to obtain reimbursements or funds therefrom, provided that the retention of any third party for the preparation of such reports shall be an expense of the Healthcare Facilities;

(f) Review the financial performance and the operations of any partnership, joint venture, or similar arrangements in which the Facility may be a party, member, or co-owner of any sort;

(g) Oversee the payroll records for the Healthcare Facilities' staff(s);

(h) Oversee the payment of all accounts payable, and all amounts owing, by the Healthcare Facilities provided that the CEO and CFO retain at all times authority to execute checks and approve payments and expenditures with approval authority consistent with that which exists at the time of execution of this Agreement; and

(i) At the direction of IVHD, review, oversee and negotiate the terms of any working capital or other similar loan agreements and related debt instruments with respect to IVHD which pertains to a Facility and assist IVHD as needed to meet all debt service requirements for the Bonds.

5.3. Third Party Contracts. Subject to the legal authority of the IVHD Board, UCSD, in the performance of its duties under this Agreement, may review, negotiate, and enter into contracts with third parties regarding certain services for the Healthcare Facilities. Such services may include, but shall not be limited to, therapy services, auditing services, coding services, lab services, ancillary services, insurance and brokerage services, food service, linens and other supplies, accounting services, consulting services, marketing, and bookkeeping and billing services. Prior to entering into contracts for and on behalf of any of the Healthcare Facilities with such persons that require or are likely to result in an annual expenditure that is net negative to the overall operation budget by more than \$100,000, UCSD shall obtain IVHD Board approval.

5.4. Legal Matters. UCSD will: (a) prepare or coordinate with outside legal counsel for the preparation of documents for the operation of the Healthcare Facilities, including supplier/vendor contracts, service contracts, equipment leases and other ancillary contracts; (b) prepare or coordinate licensure and other regulatory applications; (c) coordinate all litigation involving the Healthcare Facilities with local counsel or the insurance of IVHD; (d) coordinate with local counsel on local law issues affecting the Healthcare Facilities; (e) process working capital requests and apply for, negotiate and obtain letters of credit; and (f) coordinate with local counsel to provide counsel to the Healthcare Facilities' human resources department(s). The Parties acknowledge that all outside counsel expenses under this Section shall be an expense of IVHD and that the IVHD Board shall retain the right to select such outside legal counsel or local counsel. Notwithstanding the foregoing, nothing shall limit UCSD's ability to defend, settle or otherwise dispose of litigation against UCSD in its individual capacity and not as an agent of IVHD.

5.5. Other Management Services. UCSD shall have the authority to provide IVHD with other services they jointly determine are necessary or appropriate, including ongoing consulting and training in key areas, such as documentation, management systems, quality assurance, staffing efficiency and expense control, and risk management, provided that the retention of any third party to provide such services shall be an expense of the Healthcare Facilities. For the avoidance of doubt, UCSD's duties to IVHD shall be solely limited to services in support of or relating to the Healthcare Facilities, although IVHD may request, and UCSD may agree or decline, to extend certain management functions to the HMHD Facilities on a case-by-case basis. Notwithstanding anything herein to the contrary, in no event shall UCSD be delegated or otherwise responsible for any roles, responsibilities, or obligations in support of or relating to the provision of administrative or management services by or to any affiliate of IVHD such as to medical groups, independent practice associations, or similar provider organizations that are not Healthcare Facilities, unless expressly agreed otherwise by UCSD and those parties or unless provided as part of UCSD's management in support of IVHD's existing provider network(s).

5.6. Payment of Expenses. All debts, obligations, other liabilities and expenditures of every kind required or permitted by UCSD under this Agreement, including, without limitation, any costs incurred in connection with the operation of the Healthcare Facilities, are for IVHD's account, and IVHD shall be liable for all such expenditures ("**IVHD Expenditures**"), except for UCSD's Staff Services (described below). UCSD is authorized by IVHD to pay all IVHD Expenditures (consistent with Section 4.2(l) below) from funds from IVHD and the Healthcare Facilities assuming there are sufficient funds for such payment. IVHD, as applicable, shall pay directly any IVHD Expenditures not paid from funds from the Healthcare Facilities, and

neither UCSD nor any of its affiliates shall be obligated to advance any of its own funds to or for the account of IVHD or any Facility, or to incur any liability on behalf of IVHD, unless IVHD shall have furnished UCSD with funds necessary for the discharge thereof prior to incurring such liability. UCSD's "**Staff Services**", which are not reimbursable by IVHD, are exclusively limited to the salaries and benefits of UCSD's employees, officers and home office staff, as well as UCSD's home office overhead expenditures, including but not limited to lease expenditures, accountant and/or audit expenses, insurance policies, legal fees, third party accounts, payroll processing and human resources administration, not otherwise payable to UCSD pursuant to Article VII of this Agreement.

5.7. Notwithstanding any provision of this Agreement or any other document between the Parties, no action of UCSD shall be inconsistent with the provisions of the Bond Documents or Bond Covenants (specifically referring to the bond obligation transferred to IVHD from ECRMC and the City) except as otherwise directed by the City as applicable per their respective authority except as agreed with the Majority Bondholder as defined under the Bond Trust Agreement ("**Lender**") under the terms of the Bond documents.

ARTICLE VI

RIGHTS AND DUTIES OF IVHD

6.1. Cooperation with UCSD. IVHD shall promptly and fully cooperate in all reasonable respects with UCSD in the governance and operation of the Healthcare Facilities.

6.2. Payment of Bonds and Related Requirements. IVHD shall take all necessary steps to meet the requirements of the Bonds, including but not limited to timely payment and compliance with all other covenants.

6.3. Operating Capital. IVHD shall use commercially reasonable efforts to ensure that the Healthcare Facilities have access to a level of funding reasonable and necessary for the operation of the Healthcare Facilities on a sound financial basis (including the reimbursable expenses owed to UCSD).

6.4. Capital Improvements. IVHD shall ensure that the Healthcare Facilities have access to working capital reasonable and necessary to make all necessary capital improvements to the Healthcare Facilities in order to maintain and continue standards of operation of the Healthcare Facilities as rehabilitation and long term acute care Healthcare Facilities, as applicable.

6.5. Support Operations. IVHD shall provide (at no additional cost to UCSD) and be responsible for administrative services, staffing, payroll, information technology systems, financial and accounting systems (including but not limited to billing, accounts payable, financial reports, and general ledger), and the signing of any reports or filings for the Healthcare Facilities.

6.6. IVHD Insurance. IVHD shall maintain, at its sole expense, professional liability and general liability insurance, Workers Compensation, Property, Directors & Officers Liability, Employment Practices Liability, Managed Care E&O, Cyber Liability, Crime, Fiduciary and other customary policies as may be required by applicable law or contracts to which it is a party, which insurance shall cover IVHD and their employees or anyone engaged by or acting on behalf of any of them at the Healthcare Facilities. Such insurance coverages shall be provided by an insurer that is properly licensed and qualified to do business in the State in which the Facility is located. No insurance may be maintained through "self-insurance" unless approved in writing in advance by UCSD, which approval will not be unreasonably withheld, conditioned or delayed. IVHD shall name UCSD as additional insureds in connection with such insurance. Management and ultimate authority for settlement of all claims against IVHD shall remain within the responsibility and authority of IVHD.

(a) IVHD shall submit to UCSD a COI evidencing the coverage required herein prior to the Commencement Date. The COI shall contain an unqualified requirement that the insurance IVHD provide UCSD with thirty (30) days' written notice of any cancellation or lapse of said policy or any change to UCSD's additional insured status of said policy, unless related to the failure to pay any premium, in which event the insurance IVHD shall provide UCSD with ten (10) days' written notice. All policies must contain a waiver of all rights of subrogation against UCSD.

6.7. UCSD Insurance. UCSD shall maintain, at its sole expense, professional liability and general liability insurance, Workers Compensation, Property, Directors & Officers Liability, Employment Practices Liability, Managed Care E&O, Cyber Liability, Crime, Fiduciary and other customary policies as may be required by applicable law or contracts to which it is a party, which insurance shall cover UCSD and their employees or anyone engaged by or acting on behalf of any of them at the Healthcare Facilities. Such insurance coverages shall be provided by an insurer that is properly licensed and qualified to do business in the State in which the Facility is located. UCSD shall name IVHD as an additional insured in connection with such insurance. Management and ultimate authority for settlement of all claims against UCSD shall remain within the responsibility and authority of UCSD.

(a) UCSD shall submit to IVHD a COI evidencing the coverage required herein prior to the Commencement Date. The COI shall contain an unqualified requirement that the insurance UCSD provide IVHD with thirty (30) days' written notice of any cancellation or lapse of said policy or any change to IVHD's additional insured status of said policy, unless related to the failure to pay any premium, in which event the insurance UCSD shall provide IVHD with ten (10) days' written notice. All policies must contain a waiver of all rights of subrogation against IVHD.

6.8. On-Site Management Healthcare Facilities. As part of the consideration for UCSD's services provided under this Agreement, IVHD shall provide adequate space at the Healthcare Facilities for a management office, for the use of UCSD to conduct the business of the management of the Healthcare Facilities.

6.9. Responsibility of IVHD. Notwithstanding the authority granted to UCSD in this Agreement, the IVHD Board and/or the Medical Staff of the Healthcare Facilities, as appropriate, will at all times retain sole and ultimate control and authority over patient care (including the provision of all medical, clinical or professional services rendered by or on behalf of the Healthcare Facilities or such providers at the Healthcare Facilities and otherwise); medical, clinical or professional services (including professional judgment relating thereto); the Healthcare Facilities (including, among other things the all Facility assets and operations); and such other duties and responsibilities that must be retained under applicable law, each case to the fullest extent as may be required by applicable law, including but not limited to:

(a) IVHD shall be fully liable and legally accountable and responsible at all times to all patients and governmental organizations for all patient care and funds received, and for all other aspects of the operation and maintenance of the Healthcare Facilities. In this regard, it is specifically emphasized that during the Term, IVHD shall be and remain fully liable and legally accountable and responsible to the governments of the United States and the applicable state where the Facility is located, and the agents of said governments, with respect to all matters concerning the Healthcare Facilities' continued participation in the Medicare and Medicaid programs under Title XVIII and Title XIX of the Social Security Act (42 U.S.C. § 1395 et seq.; 42 U.S.C. § 1396 et seq.);

(b) The IVHD Board shall remain solely responsible for all obligations as set forth in 42 C.F.R. § 482.12 and California Code of Regulations, Title 22, Section 70713 or the applicable regulations for the state in which a Facility is located; and

(c) It is and will remain the ultimate responsibility of IVHD (or the board of the Medical Staff of a Facility, as the case may be) to approve all decisions to credential, re-credential, appoint, grant clinical privileges to and discipline such Facility's Medical Staff in accordance with the medical staff bylaws and applicable law.

(d) under this Agreement, this Section 6.9 shall control over the discretion and authority granted to UCSD Notwithstanding any other provision in this agreement, actions taken by the IVHD Board of Directors pursuant to if necessary, without constituting a breach of this Agreement.

ARTICLE VII

COMPENSATION

7.1. Reimbursable Costs. UCSD shall not receive a management fee for any of the services provided for herein. Notwithstanding, UCSD shall be reimbursed all compensation and benefits costs associated with the employment of the IVHD Chief Executive Officer and for any reasonable expenses and actual costs incurred by UCSD for the time (in excess of 20 hours per week), travel, lodging and meals expense of the UCSD's home office staff who travel to the Healthcare Facilities, and for any IVHD Expenditures or other amounts to which it is entitled pursuant to Section 4 or any other provisions hereof. UCSD will provide receipts or other appropriate evidence of these expenses prior to UCSD withdrawing such reimbursements from funds from the Healthcare Facilities. In the event the funds from the Healthcare Facilities are not sufficient to pay such reimbursements, IVHD shall pay to UCSD any deficiency within thirty (30) days after receipt of UCSD's written request therefore. If UCSD is required by law to obtain a license in any jurisdiction in which IVHD operates and in which UCSD is not currently so licensed, IVHD agrees to reimburse UCSD for all reasonable expenses related thereto.

7.2. Other Agreements for Services. The Parties agree that to the extent there are existing or future agreements between UCSD and IVHD for clinical or other services outside of this Joint Powers Agreement, nothing contained herein is intended to limit or otherwise alter the terms of those agreements and that UCSD shall have any and all rights to compensation for services as may otherwise be provided for in those separate agreements.

ARTICLE VIII

TERMINATION

8.1. Termination by IVHD. In addition to other remedies which may be available to IVHD at law or by other contract or written agreement, if at any time during the Term any of the following events shall occur and not be remedied within the applicable period of time herein specified (if any), then IVHD shall have the right to terminate this Agreement immediately upon written notice:

(a) If at any time during the Term, UCSD shall, in any material respect, fail to comply with, observe or perform any material covenant, agreement, term or provision of this Agreement required to be complied with, observed, or performed by UCSD, and such material failure shall continue for a period of sixty (60) days after receipt of written notice thereof by IVHD to UCSD, unless such failure cannot be cured within a period of sixty (60) days, in which case such failure shall not be deemed to continue so long as UCSD commences to cure such failure within the sixty (60) day period and UCSD proceeds thereafter with due diligence and good faith to complete the curing.

(b) If at any time UCSD shall apply for or consent to the appointment of a receiver, trustee, or liquidator such party, as applicable, or of all or a substantial part of its assets, file a voluntary

petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or any answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or appointing a receiver, trustee, or liquidator of such party with respect to all or a substantial part of the assets of such party, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days, then IVHD shall have the right to terminate this Agreement immediately upon written notice as allowed by applicable law.

(c) If at any time during the Term, UCSD is subjected to any legal process that materially interferes with UCSD or IVHD's ability to operate the Healthcare Facilities;

(d) If at any time during the Term, IVHD or UCSD is subject to a non-prosecution agreement with Medicare regarding criminal allegations;

8.2. Termination by UCSD. In addition to other remedies which may available to UCSD at law or by other contract or written agreement, if at any time during the Term any of the following events shall occur and not be remedied within the applicable period of time herein specified (if any), then UCSD shall have the right to terminate this Agreement immediately upon written notice:

(a) IVHD shall fail to keep, observe, or perform any material covenant, agreement, term or provision of this Agreement required to be kept, observed, or performed by any of them (except as described in Section 8.2(b) below) and such failure shall continue for a period of thirty (30) days after written notice thereof by UCSD to IVHD, unless such failure cannot with due diligence be cured within a period of thirty (30) days (in UCSD's reasonable discretion), in which case such failure shall not be deemed to continue so long as IVHD commences to cure such failure within the thirty (30) day period and proceeds with due diligence to complete the curing thereof within sixty (60) days after receipt by IVHD of a notice of default (or such longer period as is reasonably required to effect such cure if IVHD is diligently proceeding to do so);

(b) IVHD fails to make any payment required hereunder and such default shall continue for a period of thirty (30) days after written notice from UCSD to IVHD; provided, however, in no event shall the other UCSD be required to give more than two (2) such written notices hereunder during any consecutive twelve (12) month period);

(c) IVHD shall apply for or consent to the appointment of a receiver, trustee, or liquidator such party, as applicable, or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or any answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or appointing a receiver, trustee, or liquidator of such party with respect to all or a substantial part of the assets of such party, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

8.3. Survival Rights Upon Termination. If any Party exercises its option to terminate pursuant to this ARTICLE VIII, each Party shall account for and pay to the other all sums due and owing pursuant to the terms of this Agreement within thirty (30) days after the effective date of termination. Any term or provision hereof relating to a disputed amount sum shall survive the termination hereof until the final resolution of the applicable dispute. Without limiting the generality of the foregoing, within thirty (30) days after the effective date of termination of this Agreement, IVHD shall pay to UCSD all accrued fees and reimbursable expenses

of UCSD, together with all accrued and unpaid interest thereon. All other rights and obligations of the Parties under this Agreement shall terminate (except as set forth in Article XIV, ARTICLE XV, and ARTICLE XVI).

8.4. Cooperation After Termination. Upon the expiration or earlier termination of this Agreement, UCSD shall cooperate with IVHD and use commercially reasonable efforts to effect an orderly transition to avoid any interruption in the rendering of the above-described services to the Healthcare Facilities (including, continuing to provide management services for three (3) months following expiration or termination on the same terms and conditions as provided herein). In the event of such expiration or earlier termination, UCSD shall promptly surrender to IVHD all keys, contracts, other documents and records maintained by UCSD in connection with the operations of the Healthcare Facilities as soon as practical, but in no event later than the later of thirty (30) days after the Termination Date or the date that UCSD ceases providing services under this Agreement. In addition, upon the expiration or earlier termination of this Agreement, UCSD shall return to IVHD, as appropriate, all original electronic and paper documents and all copies thereof, except for one copy which UCSD may maintain for record purposes only, which relate in any way to the performance of services hereunder, and the operation and maintenance of the Healthcare Facilities in the possession, custody or control of UCSD. For any requests of UCSD made after the Termination Date that do not involve obligations of UCSD already required under this Agreement but not as yet completed prior to the Termination Date, UCSD will be promptly reimbursed by IVHD for any of UCSD's reasonable and documented out-of-pocket costs and expenses (including but not limited to the reasonable expenses of UCSD's travel expenses and reasonable, fees, disbursements and other reasonable and documented charges of legal counsel to UCSD) and will be promptly and reasonably compensated by IVHD for any material efforts made at the request of IVHD.

8.5. No Personal Liability. The Parties agree that the liability of IVHD and UCSD under the terms of this Agreement shall be limited solely to the Parties, it being intended that no officers, manager(s), director(s) or members of IVHD or officers, members or managers of the UCSD shall be deemed personally liable for any judgment, costs or damages incurred by UCSD or IVHD hereunder.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES OF IVHD

IVHD represents and warrants to UCSD, applicable (subject to the limitations and exceptions disclosed in the correspondingly numbered schedules to this Agreement) as follows:

9.1. Organization; Capacity.

IVHD is California Healthcare District formed by AB 918 and operating pursuant to The Local Health Care District Law, Health & Safety Code §§ 32000 *et seq.* Pursuant to Health & Safety Code § 32121, IVHD has the requisite power and authority to enter into this Agreement.

9.2. Authority; Non-contravention; Binding Agreement.

(a) The execution, delivery and performance by IVHD of this Agreement (i) has been, or will be, duly and validly authorized and approved by all necessary governing actions, on the part of IVHD, none of which actions have been modified or rescinded and all of which actions remain in full force and effect; and (ii) are within IVHD's authority under the Local Health Care District Law or the existing IVHD Bylaws.

ARTICLE X

REPRESENTATIONS AND WARRANTIES OF UCSD

UCSD represents and warrants to IVHD:

10.1. Organization; Authority. UCSD is a constitutional corporation, validly existing and in good standing under the Laws of the State of California. UCSD has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which UCSD will become a party hereunder.

10.2. Consents; Absence of Conflicts With Other Agreements.

(a) The execution, delivery and performance by UCSD of this Agreement (i) have been or will be, duly and validly authorized and approved by all necessary corporate approvals on the part of UCSD, none of which actions have been modified or rescinded and all of which actions remain in full force and effect, and are not, and will not be, in contravention or violation of the terms of UCSD's organizational or governing documents, and (ii) do not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority to be made or sought by UCSD.

(b) This Agreement constitutes the valid and legally binding obligations of UCSD and is and will be enforceable against UCSD in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other Laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

ARTICLE XI

COVENANTS

11.1. Community Benefit Commitments. IVHD and UCSD are committed, in both tangible and measurable ways, to continue to deliver high-quality health care services to all residents of IVHD regardless of insurance status, income or demographics in manners as mutually agreed upon by the parties. Without limiting the generality of the foregoing and in furtherance of the foregoing, IVHD and UCSD, from and after the Effective Time will use commercially reasonable efforts to ensure:

(a) The Healthcare Facilities will remain certified to participate in the Medicare program and provide services to Medicare beneficiaries in a non-discriminatory manner.

(b) The Healthcare Facilities will remain certified to participate in the Medi-Cal program and provide services to Medi-Cal beneficiaries in a non-discriminatory manner.

(c) The Healthcare Facilities will provide medical care and treatment at the IVHD Healthcare Facilities without regard to insurance status, income or ability to pay, in a manner consistent with the patient financial assistance policies and procedures maintained by UCSD for its other hospitals and other health care facilities, including subject to any amendments to such policies.

11.2. Governance Matters.

(a) Consistent with the provisions of ARTICLES IV and V, UCSD, University of California Board of Regents and the Chancellor will have authority with respect to the operation of the Hospital and the other Healthcare Facilities, except as otherwise specifically delegated to the IVHD Board

of the Hospital (the “**IVHD Board**”), which IVHD Board is intended to be the “governing body” as specified in the IVHD Board Bylaws and/or as previously provided for in this Agreement.

(b) The IVHD Board has been established pursuant to the provisions of AB 918, and operated pursuant to the provisions of the The Local Health Care District Law as well as the Bylaws of the IVHD Board (the “**IVHD Board Bylaws**”). The Bylaws are interpretive and do not have the force of law. The IVHD Board composition may be altered only in compliance with the The Local Health Care District Law.

ARTICLE XII

ADDITIONAL COVENANTS

12.1. Medical Staff Matters.

(a) The Medical Staff bylaws (the “**Medical Staff Bylaws**”) will be adopted and approved by IVHD Board as the Medical Staff Bylaws of the Hospital; provided; however, UCSD may propose that the Medical Staff Bylaws be conformed to bring them into conformity with quality improvement initiatives, requirements of The Joint Commission, CMS, and other accreditation, licensing or regulatory bodies, and industry best practices.

(b) The IVHD Board pursuant to the terms of the IVHD Board Bylaws shall provide advice and recommendations to UCSD executive leaders regarding organizing and supervising the medical staff of the Hospital and other Healthcare Facilities, as applicable (the “**Medical Staff**”), including without limitation approving amendments to the Medical Staff bylaws and rules and regulations and assuring that the Medical Staff establishes mechanisms to achieve and maintain high quality medical practice and patient care.

(c) The IVHD Board will, pursuant to the terms of the IVHD Board Bylaws, approve Medical Staff appointments and reappointments, the granting of clinical privileges, and the reduction, modification, suspension, or termination of medical staff appointments and clinical privileges pursuant to the provisions of the Medical Staff Bylaws.

(d) The Medical Staff officers, committee chairs and other medical staff leaders as of the Effective Date will continue to serve in such capacities for the remainder of their current tenure, subject to removal and replacement in accordance with the Medical Staff Bylaws.

ARTICLE XIII

SALE OR ASSIGNMENT OR ASSETS OF HEALTHCARE FACILITIES

13.1. No Sale or Assignment. Except as provided in 12.3 below, during the term of this Agreement, IVHD will not sell or otherwise transfer all or any portion of the Healthcare Facilities to any person or entity without One Hundred and Eight (180) days prior written notice to UCSD. If IVHD attempts to transfer all or any portion of the Healthcare Facilities to any person or entity other than IVHD, UCSD will have the option, but not the requirement exercisable in its sole and absolute discretion, to treat such sale or transfer as a breach of this Agreement and terminate this Agreement pursuant to Section 6.2(a) of this Agreement.

13.2. UCSD Assignment. UCSD shall not directly or indirectly, voluntarily or by operation of law, sell, assign, mortgage, encumber or otherwise transfer all or any part of its obligations, interests, or rights with

respect to this Agreement (each, an “UCSD Assignment”), without IVHD’s prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

13.3. UCSD Option to Acquire. To the extent that IVHD determine to attempt to sell or otherwise transfer ownership of the material assets and/or operations of the Healthcare Facilities to an entity not a party to this Agreement, UCSD shall have a full right and option to acquire or receive the assets, at its sole discretion and determination, under the same terms and conditions as proposed to or offered by the outside third-party or entity (the “**UCSD Option**”). This UCSD Option shall exist for so long as this Agreement remains in place.

ARTICLE XIV

NO LIABILITY; INDEMNIFICATION; EXPENDITURE LIMITATION

13.1 Indemnification of IVHD By and Liability of UCSD.

(a) Only to the extent not otherwise covered by insurance, UCSD shall indemnify, defend, indemnify, protect and hold harmless IVHD, and its and their respective agents, officers, directors, and employees (the “**IVHD Indemnitees**”), from and against any and all liability, claims, loss, cost, damage or expense (including, without limitation, reasonable attorneys’ fees and expenses and court costs, costs and expenses of defense, appeal and settlement of any proceedings instituted against any of such IVHD Indemnitees and all reasonable costs of investigation in connection therewith) incurred by any of them in connection with, by reason of, or arising out of any third party claims which are primarily caused by the UCSD’s gross negligence, recklessness, fraud or willful misconduct in connection with the performance of its duties or obligations under this Agreement. The UCSD’s obligations under this Section 14.1(a) shall survive the expiration or earlier termination of this Agreement.

(b) Subject to Section 13.1(a) hereof, UCSD assumes no liability whatsoever for any acts, omissions or delinquencies of IVHD or its agents, officers, directors or employees, or any previous operators of the Healthcare Facilities, or any previous property manager or other agents IVHD. Subject to Section 13.1(a) hereof, UCSD assumes no liability for known or previously unknown violations of environmental, healthcare laws or other laws or regulations which become known during the Term. Any such environmental violations or hazards or healthcare violations or other violations of law discovered by UCSD shall be brought to the attention of IVHD in writing and, except to the extent caused by a grossly negligent act or material omission of UCSD, IVHD shall be responsible for such violations or hazards. In addition, except to the extent caused by a negligent act or omission of UCSD, and subject to Section 13.1(a) hereof, UCSD assumes no liability for any failure of computer hardware or software of miscellaneous computer systems to accurately process data (including, but not limited to, calculating, comparing, and sequencing) or for any damages arising from, incident to, or in connection with, the pre-existing conditions of the structure, equipment, or the environment of the Healthcare Facilities.

(c) Further for the avoidance of doubt, UCSD makes no, and hereby disclaims any, warranties whatsoever, including, without limitation, warranties of merchantability or fitness for a particular purpose or implied warranties, with regard to any goods or third-party services purchased or used by IVHD, or the Healthcare Facilities under this Agreement. IVHD agrees that IVHD will not make any claim against UCSD for defects in any such product or service, for breach of warranty, or for any other claim arising out of any such product or services purchased or used by IVHD under this Agreement.

14.2. Indemnification of UCSD by IVHD. Only to the extent not otherwise covered by insurance, IVHD agrees to defend, indemnify, protect and hold harmless UCSD and its members, affiliates and its and their respective agents, officers, directors, and employees (the “**UCSD Indemnitees**”) from and against any and all liability, claims, loss, cost, damage or expense (including, without limitation, reasonable attorneys’

fees and expenses and court costs, costs and expenses of defense, appeal and settlement of any proceedings instituted against any of such UCSD Indemnitees and all reasonable costs of investigation in connection therewith) incurred by any of them in connection, by reason of, or arising out of: (a) UCSD's performance of services or undertaking of responsibilities under this Agreement, unless (and then, only to the extent) caused by UCSD's gross negligence, recklessness, fraud or willful misconduct, or (b) any damage to property, or injury or death to persons, occurring in or with respect to any of the Healthcare Facilities, unless (and then, only to the extent) caused by UCSD's gross negligence, recklessness, fraud or willful misconduct. IVHD shall pay to UCSD all indemnifiable expenses upon final disposition of such proceeding; provided, that UCSD shall be obligated to repay the amount of such expenses advanced to UCSD if it is finally determined by a court of competent jurisdiction that UCSD was not entitled under this Agreement to indemnification. IVHD shall be permitted to satisfy their obligations under this Section Article XIV(c) with any available insurance proceeds. No UCSD Indemnitee shall be liable pursuant to this Agreement (a) for the acts, receipts, neglects, defaults or omissions of any other UCSD Indemnitee or agent of IVHD, (b) for any loss on account of defect of title to any property of IVHD, (c) on account of the insufficiency of any security in or upon which any money of IVHD shall be invested or (d) for any loss incurred through any bank, broker or other similar person or entity. IVHD's obligations under this Section Article XIV(c) shall survive the expiration or earlier termination of this Agreement.

14.3. Control of Defense of Indemnifiable Claims. The indemnified party shall promptly notify the indemnifying party in writing of any such claim and shall provide the indemnifying party with all available evidence in its possession to enable the indemnifying party to defend such claim; provided, however, that the failure to give any such notice shall not disqualify any indemnified party from the right to indemnification unless such failure is adversely prejudicial to the indemnifying party. The indemnifying party shall have the sole and exclusive right to select counsel and shall pay all expenses of the defense, including, without limitation, attorneys' fees and court costs. If necessary, the indemnified party shall join as a party to the suit but shall be under no obligation to participate except to the extent that such participation is required as a result of being a named party to the suit. The indemnified party shall offer reasonable assistance to the indemnifying party in connection therewith at no charge to the indemnifying party except for reimbursement of reasonable out-of-pocket costs and expenses incurred by the indemnified party in rendering such assistance. The indemnified party shall have the right to participate and be represented in any such suit by its own counsel at its own expense. The indemnifying party shall not settle any such suit if such settlement would have an adverse effect on the rights of the indemnified party, including imposing a burden on the indemnified party or if the indemnifying party is not responsible for or does not pay all amounts owed in relation to such settlement, in each case, without obtaining the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed. It is the intention of the Parties that, if the indemnifying party wrongfully denies its indemnification obligations hereunder, and the indemnified party is required to enforce the indemnifying party's obligation hereunder, then the indemnified party shall be entitled to recover its reasonable attorneys' fees, expenses and costs incurred therein.

14.4. Limitation of Expenditure Obligation. Notwithstanding anything to the contrary in this Agreement, but excluding UCSD's indemnity obligations set forth in Section 13.1 above, UCSD shall have no obligation whatsoever to make any advance to or for the account of IVHD or any Operator or Facility, or to pay any amount contemplated for, or required of, UCSD under this Agreement, or to incur any expenditure obligation – whether ordinary or capital – except to the extent that funds are available for such purpose (in UCSD's reasonable judgment) either from capital funds provided by IVHD, the Operators or otherwise from the Healthcare Facilities' funds. Moreover, if UCSD so requests, from time to time, IVHD shall, and cause the Operators to, sign, as principal, any contract or agreement which UCSD is authorized or required to execute pursuant to this Agreement to evidence that UCSD is acting solely as IVHD's and the Operator's agent and not as principal.

14.5. IVHD'S REMEDIES. AS A MATERIAL PART OF THE CONSIDERATION TO UCSD, IVHD AGREES THAT, AND EXCEPT FOR IVHD'S RIGHTS, REMEDIES AND RECOVERIES UNDER THIS AGREEMENT, IN NO EVENT WILL UCSD OR ITS MEMBERS, PARTNERS, EQUITY HOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, OR SUCH AFFILIATES' SHAREHOLDERS, MEMBERS, PARTNERS, EQUITY HOLDERS, DIRECTORS, OFFICERS, OR EMPLOYEES, OR ANY SUCCESSORS OR ASSIGNS BE LIABLE TO IVHD, OPERATORS OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, EXEMPLARY DAMAGES, SPECIAL, ENHANCED DAMAGES, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE AND IVHD HEREBY WAIVES ALL CLAIMS AGAINST THE FOREGOING ASSUMES ALL RISK RELATING TO THERETO, KNOWN AND UNKNOWN.

14.6. UCSD'S REMEDIES. AS A MATERIAL PART OF ITS CONSIDERATION, UCSD AGREES THAT, IN NO EVENT WILL IVHD OR ITS MEMBERS, DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE TO UCSD UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, EXEMPLARY DAMAGES, SPECIAL, ENHANCED DAMAGES, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE AND UCSD HEREBY WAIVES ALL CLAIMS AGAINST THE FOREGOING AND ASSUMES ALL RISK RELATING TO THERETO, KNOWN AND UNKNOWN.

14.7. Performance of Undertakings. Each Party shall perform faithfully at all times any and all covenants, undertakings, stipulations, and provisions applicable to such Party contained in the Transaction Documents.

14.8. Dispute Resolution. Except as otherwise set forth in any other agreement between the Parties with respect to a specific matter in dispute governed by such agreement, in the event of any dispute, controversy, or disagreement arising out of or relating to this Agreement, including allegations of breach, termination, validity, interpretation, and performance thereof (each, a "**Dispute**") the Parties agree to meet and confer in good faith to attempt to resolve the Dispute without an adversary proceeding. If the Dispute is not resolved to the mutual satisfaction of the Parties within fifteen (15) Business Days of a Party's receipt of notice of the Dispute from the affected Party setting forth the nature of such Dispute and the request that the Parties meet and confer to discuss the Dispute, the Parties may pursue all available remedies under this Agreement to resolve Dispute.

14.9. Waiver of Trial by Jury. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS. THIS IS AN AFFIRMATIVE WAIVER OF THE PARTIES' RIGHTS TO A JURY TRIAL UNDER CALIFORNIA LAW, CALIFORNIA CODE CIVIL PROCEDURE § 631. BY SIGNING BELOW ON THE SIGNATURE LINES, EACH PARTY IS EXPLICITLY WAIVING JURY TRIAL AND AUTHORIZING ANY AND ALL PARTIES TO FILE THIS

WAIVER WITH ANY COURT AS THE WAIVER REQUIRED UNDER CALIFORNIA CODE CIVIL PROCEDURE § 631(f)(2).

14.11. Governing Law. The Parties agree that all disagreements, disputes or claims arising out of or relating to this Agreement or the Transaction shall be governed by and construed in accordance with the applicable Law of the State of California without giving effect to any choice or conflicts of Law provision or rule thereof that would result in the application of the applicable Law of any other jurisdiction other than the applicable Law of the United States, where applicable and with venue in Imperial County.

ARTICLE XV

SUCCESSORS AND ASSIGNS – See Section XIII

15.1. Binding Effect. This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

15.2. Subcontracting. The UCSD may not subcontract any of its management responsibilities and duties under this Agreement without IVHD's prior written consent. UCSD shall remain responsible and liable for the fulfillment of all its obligations and duties set forth in this Agreement.

ARTICLE XVI

PROTECTION OF PROPRIETARY INFORMATION

16.1. Property Interests/Confidentiality of UCSD's Protected Information.

(a) UCSD's Protected Information. All information concerning the UCSD's businesses or assets that is not generally known to the public, including, but not limited to, the technical systems, methods, policies, procedures and controls, copyrights, trade names, trademarks, service marks, "know-how" and all other intellectual property rights related thereto employed by the UCSD, along with the processes, procedures, and the information and materials compiled or prepared by or on behalf of UCSD in connection with UCSD's management of healthcare facilities, including without limitation marketing plans of UCSD, business plans and strategies of UCSD, pricing information of UCSD, information on competition of UCSD, demographics of relevance to UCSD, suppliers and providers of services of UCSD, structure, status and activities of the UCSD; organizational documents of the UCSD; books, records, tax returns, appraisals and similar documents of the UCSD; financial and performance statements of the UCSD; and financing arrangements of UCSD (collectively "**UCSD Protected Information**") are and shall remain the confidential property of the UCSD and are not, at any time, to be utilized, distributed, copied or otherwise employed or acquired by IVHD, except as authorized in writing by the UCSD or except as may be required by law. UCSD Protected Information used in this Section 16.1 does not include any information collected or prepared by UCSD exclusively for the benefit of or on behalf of IVHD.

(b) Ownership. The UCSD shall own all rights, title and interest, including but not limited to all intellectual property rights, in and to UCSD Protected Information. To the extent that ownership in such UCSD Protected Information does not automatically vest in UCSD, IVHD hereby transfers and assigns to UCSD, as applicable, all rights, title and interest which IVHD may have in the UCSD Protected Information.

(c) Survival. The provisions of this Section 16.1 shall survive the expiration or sooner termination of this Agreement.

16.2. Property Interests/Confidentiality of IVHD's Protected Information.

(a) Work Product. "Work Product" means all work, ideas, inventions, discoveries, processes and improvements, computer programs, specifications, operating instructions, notes, technical drawings, designs and all related documentation (whether or not patentable) created or first reduced to practice by UCSD, alone or with others, in providing the services to IVHD under this Agreement and exclusively used in the provision of the services and not at any other location by UCSD.

(b) Owner of Medical Records, IVHD Protected Information and Work Product.

(i) "Medical Records" mean all information concerning the healthcare services provided to an individual in any aspect of healthcare delivery by IVHD in a Facility, and/or documenting healthcare or health status of an individual. "**IVHD Protected Information**" means all information concerning IVHD's businesses or assets that is not generally known to the public, including, but not limited to, information relating to the assets, business, operations, management, performance, structure, status and activities of IVHD; organizational documents of IVHD; books, records, tax returns, appraisals and similar documents of IVHD; financial and performance statements of IVHD; and business plans and strategies of IVHD. IVHD shall own all rights, title, and interest, including but not limited to all intellectual property rights, in and to all IVHD Protected Information and Work Product. To the extent that ownership in such IVHD Protected Information and Work Product does not automatically vest in IVHD, UCSD hereby transfers and assigns to IVHD, as applicable, all rights, title, and interest which UCSD may have in such IVHD Protected Information and Work Product. UCSD agrees to complete and execute any other documents reasonably requested by IVHD to confirm the conveyance of all IVHD Protected Information and Work Product.

(c) Use and Disclosure of Medical Records, Protected Information and Work Product. UCSD acknowledges that it will be given access to Medical Records, IVHD Protected Information and Work Product in connection with IVHD's businesses and their operations, and IVHD acknowledges that each will be given access to UCSD Protected Information in connection with UCSD's businesses and their operations. Each Party shall comply with all applicable laws concerning the privacy, security and confidentiality of Medical Records. Each of the Parties further acknowledges that the other Parties have devoted and will devote substantial time, money and effort in the development of UCSD Protected Information, IVHD Protected Information and Work Product (as applicable) and in maintaining the proprietary and confidential nature thereof. Each of the Parties expressly acknowledges and agrees that the UCSD Protected Information, IVHD Protected Information and Work Product (as applicable) is proprietary and confidential and that if any of the UCSD Protected Information, IVHD Protected Information and Work Product (as applicable) were used or imparted to a person or entity that is in competition with UCSD and/or IVHD such disclosure would result in hardship, loss, irreparable injury and damage to UCSD and/or IVHD the measurement of which would be difficult, if not impossible, to determine. Accordingly, each of the Parties expressly agrees that the other Parties have a legitimate interest in protecting the UCSD Protected Information, IVHD Protected Information and Work Product (as applicable) and their business goodwill, and that it is necessary for them to protect their businesses from such hardship, loss, irreparable injury and damage. Each of the Parties agrees that it will use commercially reasonable efforts and take steps to protect and safeguard the UCSD Protected Information, IVHD Protected Information and Work Product (as applicable), that such Party will not, directly or indirectly, use, disclose, distribute, or disseminate to any other person, entity, business or corporation or otherwise employ the UCSD Protected Information, IVHD Protected Information and Work Product (as applicable), either for such Party's own benefit or for the benefit of another, except as required in the ordinary course of UCSD's engagement by IVHD, upon the approval of the owner of such information or as required by law. Each of the Parties shall use such UCSD

Protected Information, IVHD Protected Information and Work Product (as applicable) only in the course of its duties to the other Parties under this Agreement and for no other purpose.

(d) Duty Not to Use or Disclose After Termination. The confidentiality obligations set forth in Section 16.1 and Section 16.2 shall continue as long as IVHD Protected Information, UCSD Protected Information and Work Product and/or records remain confidential (except that the obligations shall continue if IVHD Protected Information, UCSD Protected Information or Work Product are disclosed and lose their confidential nature through improper means, including, but not limited to, any breach of this Agreement or otherwise) and shall survive the termination of this Agreement.

(e) Ownership of Records and Copies. Any and all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to Medical Records, IVHD Protected Information and Work Product that are made or received by UCSD in the course of its engagement with UCSD shall be deemed to be the property of IVHD. Any and all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to UCSD Protected Information that are made or received by IVHD in the course of its engagement with UCSD shall be deemed to be the property of UCSD.

(f) pertaining to Medical Records, IVHD Protected Information and Work Product and all other property of IVHD, to the extent in UCSD's possession or under UCSD's custody or control, within ten (10) business days, provided however, IVHD agrees that UCSD may retain a copy of such information for litigation, dispute resolution purposes and similar purposes and (ii) IVHD shall, deliver to UCSD all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to UCSD Protected Information and all other property of UCSD, to the extent in IVHD's possession or under IVHD's or custody or control, within ten (10) business days. Each Party shall maintain such records for the longer of the applicable period under law or five (5) years and afford access to such information upon the other Party's reasonable request.

(g) Violations. In the event of any violation of these confidentiality obligations, a Party shall be authorized and entitled to obtain immediate and permanent injunctive relief, as well as any other relief permitted by law. Each Party waives any requirement that the other Party post a bond as condition for obtaining any such relief.

(h) The provisions of this Section 16.2 shall survive the expiration or sooner termination of this Agreement.

16.3. Remedies. The Parties agree that an aggrieved party who is the beneficiary of any restriction contained herein may not be adequately compensated for damages for a breach of the covenants contained in this ARTICLE XV and such aggrieved party shall be entitled to injunctive relief and specific performance in addition to all other remedies. If a court of competent jurisdiction shall finally determine that the restraints provided for in this ARTICLE XV are too broad as to the activity, geographic area or time covered, said activity, geographic area or time covered will be reduced to whatever extent the court deems necessary, and such covenant shall be enforced as to such reduced activity, geographic area or time period.

ARTICLE XVII

GENERAL PROVISIONS

17.1. Regulatory Compliance. The Parties agree that no part of this Agreement shall be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement or any other agreement between IVHD and the UCSD that either party refer any patients to any healthcare provider or purchase any healthcare goods or services from any source. No payment made under this Agreement shall be in return for such referral or purchase. In particular, while UCSD may develop and recommend marketing/community outreach strategies and implement marketing/community outreach strategies on behalf of IVHD, UCSD shall not actively and directly market the Healthcare Facilities to actual or potential patients or referral sources and shall not bring patients or induce referrals to the Healthcare Facilities. All direct marketing of the Healthcare Facilities and community liaison activities shall be performed by Facility employees or contractors.

(a) Representations and Warranties. IVHD and UCSD each represents and warrants that it is and shall remain throughout the Term in compliance, in all material respects, with all applicable federal and state laws and regulations related to this Agreement and the services to be provided hereunder, including without limitation, statutes and regulations related to fraud, abuse, false claims/statements, referrals, prohibition of kickbacks and the Health Insurance Portability and Accountability Act. The Parties further represent, warrant and covenant to each other that as of the date of this Agreement, and for the Term, with respect to any applicable federal health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively, the “Programs”): neither (i) the representing party; (ii) any individual with a direct or indirect ownership of five percent (5%) or more of the representing party; nor (iii) any director, officer, or, to the knowledge of such Party, employee of the representing party; has ever been debarred, suspended or excluded from any Program. Each Party covenants to immediately notify the other in writing if this representation is no longer true, or if such Party is sanctioned or has a civil monetary penalty levied under any program.

(b) Severability. In the event that any clause or provision of this Agreement is determined to be illegal, that provision or clause shall be deemed unenforceable and invalidated. Upon invalidation of a provision or clause of the Agreement pursuant to this Section, the Parties shall exercise their best efforts to renegotiate the Agreement to comply with the requirements of law, amending the Agreement, if necessary, in accordance with the provisions contained in this Agreement. If the Parties fail to reach such an accommodation after ninety (90) days following a written request by either of the Parties to discuss such an accommodation, then either Party may terminate this Agreement upon thirty (30) days written notice, with no further obligations, financial or otherwise, to the other Party.

17.2. Access to Records. Until the expiration of four (4) years after furnishing of services pursuant to this Agreement or other time period required by applicable law, UCSD shall upon written request, make available to the Secretary of the Department of Health and Human Services (“HHS”), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by IVHD under this Agreement. This provision will apply if the amount paid under this Agreement is \$10,000 or more over a twelve (12) months period. The availability of UCSD’s books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. UCSD’s disclosure under this provision will not be construed as a waiver of any legal rights to which UCSD or IVHD may be entitled under statute or regulation.

17.3. HIPAA. As required by law, the Parties shall execute a Business Associate Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy and Security Rules.

17.4. Notices. The Parties agree as follows:

(a) Any notice, demand, letter or other communication required, permitted, or desired to be given hereunder shall be deemed effectively given when either personally delivered, or when received by electronic means (including email) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to IVHD: Christopher Bjornberg
Attention: Chief Executive Officer
601 Heber Avenue
Calexico, CA 92231
Email: cbjornberg@iv-hd.org

With a copy to: Adriana R. Ochoa
IVHD General Counsel
3611 Valley Centre Drive, Suite 500
San Diego, California 921320
Email: arochoa@swlaw.com

If to UCSD: UC San Diego Health
6363 Greenwich Drive, 0891 Suite 100
San Diego, California 92122
Attention: Patricia S. Maysent, Chief Executive Officer
E-Mail: pmaysent@ucsd.edu

With a copy to: UC Legal-UC San Diego Office of Campus counsel
Office of Legal Affairs
9500 Gilman Drive, MC 0933
San Diego, California 920923
Attention: Veronica Marsich, Chief Health Counsel
Email: vmarsich@ucsd.edu

or at such other address as one Party may designate by notice hereunder to the other Parties.

(b) Each Party shall have the right to change its address, the Person to whose attention copies of notices and other communications are to be given to it, and the Person to whom copies of notices and other communications to it are to be given by written notice to all of the other notice recipients in the manner provided in this Section 16.4.

17.5. Immunity of Individuals. Except with regard to claims for fraud, intentional misrepresentation, or willful misconduct, no recourse or liability for any matter or obligation pertaining to this Agreement or the Parties hereto, or for any claim based thereon or upon any obligation, covenant, or agreement herein shall be had or suffered by any present, or future officer, member, trustee, director, employee, or agent of UCSD or IVHD, whether directly or indirectly, and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the Closing hereunder.

17.6. Fees and Expenses. UCSD and IVHD shall each bear their respective legal, accounting and other expenses in connection with the Transaction. The fees and expenses allocable to IVHD will be paid by IVHD and not paid by or charged to UCSD. The fees and expenses allocable to UCSD will be paid by UCSD. If any action is brought by any Party to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its court costs and reasonable attorneys' fees. As used herein, the term "reasonable attorneys' fees" means reasonable attorneys' fees actually incurred at standard hourly rates.

17.7. Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of UCSD and IVHD and each of their respective successors in interest, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

17.8. Further Assurances. Each of the Parties agrees, to sign and deliver such other documents and instruments, and take such other action, as reasonably may be requested by or on behalf of another Party further to implement, evidence and perfect the transactions encompassed by this Agreement, in each instance with reasonable promptness after such a request is made. Notwithstanding the foregoing, no Party to which or whom such a request is made, including but not limited to (a) furnishing documents; (b) filing reports, returns, applications, filings and other documents and instruments; (c) assisting in good faith in any litigation, threatened litigation or claim and cooperating therein with other parties and their advisors and representatives, including providing relevant documents and evidence and maintaining confidentiality in connection with such litigation or threatened litigation or claims against the Party from whom such cooperation is requested; (d) cooperating with each other in exercising any right or pursuing any claim related to this Agreement, whether by litigation or otherwise, other than rights and claims running against the Party from which such cooperation is requested; and (e) cooperating with each other to finalize and file payor reports and reconciliations, and to comply with any payor audit requests. Notwithstanding the foregoing, no Party to which or whom such a request is made shall, in satisfying the request, be obligated to assume any liability or undertake any obligation not specifically provided for herein.

17.9. Severability; Invalid Provisions. If any provision of this Agreement finally is determined to be invalid or otherwise unenforceable, such partial invalidity shall not cause the remaining provisions of this Agreement to be invalid or otherwise unenforceable; provided, however, that (a) if such invalidity or unenforceability frustrates any material expectancy of any Party and/or Parties, the Parties agree to negotiate in good faith for a period of sixty (60) days and reach an equitable solution as to the fair compensation to be received by the Party and/or Parties whose material expectancy has been frustrated, which compensation shall be provided by the Party and/or Parties benefitting from the invalidity or unenforceability, and (b) if, for any reason, the agreements of the Parties constituting the equitable solution are not duly performed or an equitable solution acceptable to all Parties is not reached within such sixty (60) day period, such dispute shall be resolved by appropriate judicial proceedings.

17.10. Legal Advice and Reliance. Except as expressly provided in any Transaction Document, none of the Parties (nor any of the Parties' respective Representatives) has made or is making any representations to any other Party (or to any other Party's Representatives) concerning the consequences of the Transactions under applicable Law, including Tax-related Laws or under the Laws governing the Government Programs. Except for the representations and warranties made in any Transaction Document, each Party has relied solely upon the Tax, Government Program and other advice of its own Representatives engaged by such Party and not on any such advice provided by any other Party.

17.11. No Interference. Each Party acknowledges and agrees to the following: (a) all of the Parties are sophisticated and represented by experienced healthcare and transactional counsel in the negotiation and preparation of this Agreement; (b) this Agreement is the result of lengthy and extensive negotiations between the Parties and an equal amount of drafting by all Parties; (c) this Agreement embodies the justifiable

expectations of sophisticated parties derived from arm's-length negotiations; and (d) no inference in favor of, or against, any Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

17.12. Entire Agreement; Amendment. Except for documents and agreements signed and delivered pursuant to this Agreement, this Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties. This Agreement may not be amended or modified unless pursuant to a written instrument which refers specifically to this Agreement and is signed by all of the Parties directly affected thereby.

17.13. Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes or other work interruptions by any Party's employees or any other similar cause beyond the reasonable control of a non-performing Party.

17.14. Remedies; Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. A waiver shall be applicable only in the specific instance for which it is given. To the maximum extent permitted by Law, (i) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (ii) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

17.15. Headings; Exhibits; Defined Terms. Headings and titles of articles, sections and exhibits herein are included for convenience only and shall not be considered a part of this Agreement when interpreting or enforcing this Agreement. All exhibits to this Agreement to which reference is made in this Agreement are incorporated in, and shall constitute a part of, this Agreement by reference thereto. All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context and/or particular facts may require.

17.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will be deemed one instrument. Acceptance by electronic mail or by facsimile will be deemed binding. The execution of this Agreement and all amendments hereto may be effected by portable document format (".pdf") or DocuSign signatures, all of which shall be treated as originals. UCSD and IVHD each intend to be bound by its respective .pdf or DocuSign transmitted signature, and is aware that the other Party(ies) will rely thereon, and each party waives any defenses to the enforcement of this Agreement delivered by facsimile or .pdf or DocuSign transmission.

17.17. The Regents of the University of California. Each Party acknowledges that The Regents has entered into this Agreement solely on behalf of and with respect to UCSD, and any medical center, hospital, clinic, medical group, physician, or health or medical plan or program, business or operating unit, enterprise, or facility, that is or may be owned or controlled by, UCSD. The Regents has not entered into this Agreement on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan or program that is or may be owned, controlled, governed or operated by, or affiliated with, The Regents, including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the "Excluded UC Affiliates"). In light of the foregoing, each Party further acknowledges and agrees that, notwithstanding any other provision contained in this Agreement:

(a) All obligations of UCSD under this Agreement shall be limited to The Regents as and when acting solely on behalf of or with respect to UCSD and shall in no way obligate, be binding on or restrict the business or operating activities of any of the Excluded UC Affiliates or The Regents as and when acting on behalf of or with respect to any of such Excluded UC Affiliates;

(b) None of the Excluded UC Affiliates shall constitute or be deemed to constitute an “Affiliate” of UCSD for any purpose under this Agreement, and none of the Excluded UC Affiliates shall be subject to any limitations set forth herein that may otherwise be applicable to Affiliates; and

(c) UCSD, through The Regents or otherwise, shall have the right to participate in, provide services under, contract as part of, and otherwise be involved in the management or operation of, any health or medical insurance or benefit plan, program, service or product that is sponsored or offered in whole or in part by The Regents on a system-wide basis.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have signed and delivered this Joint Powers Agreement effective as of the Effective Date.

IVHD:

**IMPERIAL VALLEY HEALTHCARE
DISTRICT**

By: _____
Name: _____
Its: _____

UCSD:

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,
ACTING THROUGH AND FOR THE
UNIVERSITY OF CALIFORNIA, SAN
DIEGO HEALTH**

By: _____
Name: _____
Its: _____

CONFIDENTIAL

JOINT POWERS AND AFFILIATION AGREEMENT

by and among

~~**EL CENTRO REGIONAL MEDICAL CENTER,**~~

~~**THE CITY OF EL CENTRO**~~

IMPERIAL VALLEY HEALTHCARE DISTRICT

and

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UC SAN DIEGO
HEALTH**

 , **2024**

June 12, 2025

JOINT POWERS AGREEMENT

THIS JOINT POWERS AND AFFILIATION AGREEMENT (this “**Agreement**” or “**Joint Powers Agreement**”) is made and entered into as of the 7th day of May, 2024, 2025 (“**Effective Date**”), by and among ~~EL CENTRO REGIONAL MEDICAL CENTER~~ IMPERIAL VALLEY HEALTHCARE DISTRICT, a ~~separate public agency and enterprise operation of the City of El Centro organized and operated under the provisions of Title 4, Division 3, Part 2, Chapter 5, Article 8 Govt. California Healthcare District (“IVHD”) subject to The Local Health Care District Law (Health & Safety Code Section 37650 §§ 32000 et seq., the “Municipal Hospital Law”); (“ECRMC”),~~ on the one hand, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the “Regents”) on behalf of UC SAN DIEGO HEALTH, a corporation described in Article IX, Section 9, of the Constitution of the State of California (“UCSD”), and the CITY OF EL CENTRO, a municipal corporation and charter city. ECRMC, City on the other hand. IVHD and UCSD are hereinafter sometimes referred to collectively as the “Parties,” and each individually, as a “Party”.

RECITALS

~~A. The purpose of this Agreement IVHD is for a California Healthcare District established by the Parties California Legislature pursuant to work together to carry out the provisions of a certain Letter of Intent between the parties dated February 27, Assembly Bill 918 (2023, as extended from time to time. The Letter of Intent shall terminate upon approval of this Agreement.~~

~~A. B. ECRMC), Health and Safety Code section 32499.5 et seq. (“AB 918”). IVHD’s territory includes all of the County of Imperial. IVHD owns and operates (i) ~~an a general~~ acute care hospital ~~and associated other operations~~ located in Brawley, California as well as various rural health clinics, a skilled nursing facility and certain other healthcare facilities (each a “in Imperial County, California, under California Department of Public Health License Number: 090000087 and License Facility” and ID: 090000146 (collectively, the “PMH Facilities”) and for the provision of healthcare and other related services.”).~~

~~B. C. CITY~~ The City of El Centro (the “City”) is a municipal corporation and charter city located entirely within the County of Imperial. The City owns the real property, and the buildings located on the real property, including but not limited to the main campus located at 1415 Ross Ave. ~~(, El Centro, California 92243 (collectively, the “Facilities”) and EC Hospital Site”).~~ The City holds the State license for operation of ~~the a general acute care hospital Facility, located at the EC Hospital Site and associated other rural health clinics and certain other healthcare facilities in Imperial County, California, under California Department of Public Health License Number: 090000004 and License Facility ID: 090000040 (collectively, the “ECRMC Facilities”) for the provision of healthcare and other related services. Together, the ECRMC Facilities and the EC Hospital Site shall be referred to herein as the “El Centro Facilities.”~~

~~C. D. CITY’s separate Financing Authority has issued the El Centro Financing Authority Hospital Revenue Refunding Bonds (El Centro Regional Medical Center Project) Series 2018 (hereafter “Bonds”) for seismic retrofit (“ECRMC”) is a separate public agency and construction at ECRMC payable from and secured on ECRMC’s revenues from the enterprise operation of the City of El Centro organized and operated under the provisions of Title 4, Division 3, Part 2, Chapter 5, Article 8 Gov. Code Section 37650~~

et seq, the “Municipal Hospital Law”. ECRMC operates the El Centro Facilities– on its own behalf and for the City.

D.E. UCSD operates a premier multi-site healthcare system which primarily serves residents of San Diego County and surrounding areas, and has had a long-standing relationship with ECRMC, including the provision of various administrative and clinical services since 2015–, and a joint powers agreement since May 7, 2024.

E.F. ECRMC– Consistent with the goals of AB 918, IVHD intends to acquire the El Centro Facilities, in order to combine the Imperial County’s two hospitals into a single hospital across two campuses, in order to qualify as a sole community hospital and achieve savings through the coordination and expansion of medical services and combined economies of scale. On or around March 18, 2025, IVHD and the City ~~have~~ executed a term sheet for an asset transfer offer, wherein the City and ECRMC would transfer to IVHD the El Centro Facilities under the terms set forth in the term sheet and as would be more specifically established in a written asset transfer agreement.

F. Together, the El Centro Facilities and the PMH Facilities shall be referred to herein as the “Healthcare Facilities.”

G. IVHD has determined that ~~UCSD would best serve~~ the healthcare needs of the ~~communities Imperial County will be best~~ served by ~~managing and overseeing~~ UCSD’s assistance in advising IVHD in two phases: First, on the strategy for bringing the Healthcare Facilities together under common operation of the Facilities and ownership (“Phase 1”), and next, with the management and oversight of the Healthcare Facilities once they are owned and operated by IVHD (“Phase 2”). For that ~~entering into a joint powers arrangement, which includes the operation of the Facilities pursuant to the terms of~~ reason, IVHD and UCSD wish to enter into this Agreement ~~and associated agreements (collectively, to set forth the terms for UCSD’s assistance, management and oversight of the Healthcare Facilities (the “Transaction” and Transaction Documents”)), is in the best interest of the communities serviced by the Facilities.”).~~

H.G. The Parties ~~also~~ believe that the affiliation contemplated by the Transaction will result in, among other benefits: (i) an increase in access to more specialized healthcare for ~~individuals located in the areas served by ECRMC~~ the County of Imperial; (ii) improved access to health care for vulnerable populations served by the Healthcare Facilities; (iii) additional support ~~for and scale for improved expense management, physician recruitment and retention and workforce development resulting in~~ the long-term stabilization of the Healthcare Facilities’ clinical, operational and financial position.

I.H. It is the intent of the Parties that this Agreement ~~be a flexible and living document which could accommodate the participation of other entities as appropriate to carry out its purposes. It is the further expressed intent of the governmental Parties hereto that this Agreement~~ is intended to exercise the governmental authority granted pursuant to ~~this Agreement pursuant to~~ Govt. Code Section 6500 *et seq.* which provides for the joint exercise of governmental powers.

I. NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

TERM

1.1 Term. Phase 1 (the “**Initial Term**”) of this Agreement shall begin on July 1, 2025, as described more fully in Article III below. Phase 2, as described more fully in Article IV and the remainder of this Agreement, shall begin upon the date when all of the following events have occurred: (a) IVHD takes ownership, possession and control of the El Centro Facilities, (b) IVHD receives all regulatory approvals associated with the transfer of the El Centro Facilities, and (c) IVHD receives approval from the Office of Health Care Affordability with respect to this Joint Powers Agreement (the “**Commencement Date**”). This Agreement shall continue for a period of five (5) years from the Initial Term, with an expiration date of July 1, 2030 (“**Expiration Date**”). At least 18 months prior to the Expiration Date (the “**Negotiation Period**”), the Parties will commence a process to meet and confer to modify and update this Agreement as necessary. If the Parties fail to agree on a renewal of this Agreement by the Expiration Date, there shall be a 180-day winding down period from the last day of the Term. ~~The wind down process shall include termination of all agreements between the Parties unless the Parties otherwise mutually agree during the wind down period to continue certain arrangements after the wind down period.~~ For purposes of this Agreement, “**Term**” shall mean the time between the Commencement Date and the Expiration Date, unless any renewal term is negotiated and agreed to by the Parties. For purposes of this Agreement, the “**Termination Date**” shall be such date on which the final Term expires, or such date on which this Agreement terminates pursuant to ARTICLE VIII hereof.

ARTICLE II

PURPOSE AND POWERS

2.1. Purpose. IVHD has determined that the healthcare needs of the Imperial County will be best served by UCSD’s assistance in advising IVHD on the strategy for bringing the Healthcare Facilities together under common operation and ownership (Phase 1) and then by the management and oversight of the Healthcare Facilities as they are owned and operated by IVHD (Phase 2). For that reason, IVHD and UCSD wish to enter into this Agreement in order to allow UCSD to provide such services at IVHD’s facilities and in order to set forth the terms for UCSD’s assistance, management and oversight of the Healthcare Facilities.

2.2. Powers. UCSD shall exercise, in a manner provided in this Agreement, the powers common to the Regents of the University of California, organized under Article IX, Section 9, of the Constitution of the State of California, as necessary to accomplish the purposes of this Agreement.

2.3. The services performed and expenditures made under this Agreement shall be considered to be governmental in nature, for public and governmental purposes only, and all immunities from liability and limitations and damages afforded to the state and political subdivisions shall extend to the Parties to this Agreement.

2.4. ~~J.~~ This Agreement shall not be construed to, in any manner, aggregate or limit the rights, powers, duties and/or functions of any of the Parties hereto.

~~NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:-~~

ARTICLE II

ROLES OF UCSD AND ECRMC

ARTICLE III ~~ECRMC~~:

ROLES OF UCSD AND IVHD DURING PHASE 1

3.1. During the Initial Term and until such time as the Health Facilities come under common ownership of IVHD, UCSD shall serve in an advisory and consulting capacity to IVHD to assist with regulatory and strategic planning for the purpose of aiding IVHD as it anticipates the integration and delivery of clinical services and operations for two previously distinct health care entities. In this role, UCSD shall not be involved in managing or overseeing the current operations of IVHD, which duties shall remain with the IVHD CEO. UCSD shall direct reasonable expertise and resources at its disposal and within its reasonable business judgement and discretion to participate in clinical, strategic and facilities planning for the future operation of the Health Facilities. In this role, UCSD shall provide guidance to various external third-parties retained by IVHD to perform specific functions such as facilities master planning and other long-term contractual commitments. UCSD shall serve in this advisory capacity during the Initial Term until the earlier of the closing of the transaction under negotiation with the City for the transfer of the El Centro Facilities and the commencement of Phase 2, or the receipt of written communication from IVHD to UCSD that IVHD is ending its negotiations with El Centro and no longer intends to acquire the El Centro Facilities.

3.2. IVHD understands and agrees that to the extent the UCSD is acting as manager of the El Centro Facilities at the same time as it provides the Phase 1 services called for pursuant to this Article III, UCSD is entitled to consider such interests and factors as it desires, without implicating any fiduciary duties or other obligations that it may owe to IVHD, when making any decisions or taking or refraining from taking any actions, permitted or required under this Article III.

3.3. During the Initial Term, only the provisions of Articles I, II, III, XIV, XI, XVI and XVII in this Agreement shall apply. During the Term, all provisions of this Agreement shall apply.

ARTICLE IV

ROLES OF UCSD AND IVHD AFTER COMMENCEMENT DATE (PHASE 2)

~~2.1.4.1.~~ IVHD. For and during the Term ~~(as defined herein), ECRMC, IVHD~~ agrees that UCSD shall act as the Manager of the ~~Hospital~~ Healthcare Facilities and grants to UCSD the sole and exclusive right to operate, manage, supervise, direct, and control the management and operation of the Healthcare Facilities (subject to the provisions of this Agreement, and subject to the continuing consent of the ~~City and the ECRMC~~ IVHD Board retaining ultimate authority and responsibility for the Healthcare Facilities as required by law and further described below).

~~2.2.~~ UCSD. UCSD shall act as the Manager of the ~~Hospital~~ Healthcare Facilities and agrees that it will (a) perform its duties and responsibilities hereunder in accordance with this Agreement ~~as modified from time to time~~, as modified from time to time, and shall discharge its duties as Manager with the prevailing standard of care by exercising the skill and ability customarily exercised by reputable hospital managers providing the same or similar services in the state of California; and (b) use commercially reasonable efforts to: (i) provide the management services set forth in this Agreement in an efficient and cost effective manner, and (ii) comply, in all material respects, with all statutes, ordinances, rules and regulations established by any governmental authority having jurisdiction over the Facilities and which are applicable to the services provided by UCSD under this Agreement. While exercising its professional skill and expertise, UCSD shall use reasonable diligence and best judgment, and shall perform its services hereunder in the best interests of public health. Subject to the foregoing and to the other provisions of this Agreement, UCSD, ~~without the approval of ECRMC (unless such approval is herein specifically required),~~ shall have the exclusive control regarding the operation and management of the Healthcare Facilities for purposes of furnishing services pursuant to this

Agreement (including the exercise of its rights and performance of its duties provided for in ARTICLE III hereof); provided, however, that ~~ECRMC~~IVHD shall retain the ultimate control and responsibility as outlined in Section 4.10 herein, including the professional and administrative authority and responsibility for the Healthcare Facilities in accordance with the ~~Municipal Hospital~~Health Care District Law, California Code of Regulations, Title 22, Section 70713 or the applicable regulations for the state in which the Healthcare Facilities are located along with all other obligations that ~~ECRMC are~~IVHD is required to maintain pursuant to the provisions set forth in ARTICLE IV. All matters requiring professional medical judgments shall remain the responsibility of the Healthcare Facilities' Medical Staff (as defined herein) and allied health professionals, and UCSD shall have no responsibility, obligation, or liability whatsoever for such judgments. ~~Without limiting the foregoing, and to the extent the UCSD is the same Person acting as the manager of the Facilities, the Parties hereby agree that, when making any decision or taking, or refusing or refraining from taking, any actions, permitted or required to be made by the UCSD under this Agreement, UCSD shall be entitled to consider such interests and factors as it desires without implicating any fiduciary duties or other obligations it may owe as manager of ECRMC.~~

~~2.3.4.2. Notwithstanding, UCSD shall not have the authority to require any payment or other action by City as to ECRMC, the Hospital or this Agreement.~~

~~2.4.4.3. Independent Contractor Relationship.~~ It is expressly agreed by the Parties that UCSD at all times acting and performing under this Agreement as an independent contractor of ~~ECRMC~~IVHD, and that no act, commission or omission by ~~ECRMC, the City~~IVHD and/or UCSD shall be construed to make or constitute the other its partner, member, joint venturer or associate by virtue of this Agreement. UCSD and ~~ECRMC~~IVHD each shall be responsible for the compensation and supervision of its own employees used to perform the management services under this Agreement. UCSD shall determine the methods, manner and means by which such services will be performed. UCSD shall be solely liable for the payment of all salaries, wages, and any unemployment, social security, and other payroll taxes for UCSD and its officers and employees (but not for ~~ECRMC or City or their respective~~IVHD officers or employees), including any related assessments or contributions required by law.

~~2.5.4.4. Licenses; Permits.~~ ~~ECRMC~~IVHD shall be the holder of the hospital and pharmacy licenses, and other permits and contracts pertaining to the ~~Hospital and~~Healthcare Facilities, and shall be the "provider" within the meaning of all third-party contracts for the Healthcare Facilities. ~~The City shall be the holder of the license for the Hospital unless otherwise transferred as provided by law and regulation.~~

~~ARTICLE III~~ARTICLE V

~~TERM~~

~~The initial term (the "Initial Term") of this Agreement begins on the Effective Date (the "Commencement Date") and shall continue for a period of five (5) years. At least 12 months prior to the expiration date of the Initial Term and any Renewal Term, the Parties will commence a process to meet and confer to modify and update this Agreement as necessary. If the Parties fail to agree on a renewal of this Agreement by the expiration date, there shall be a 180 day winding down period from the last day of the Initial or Renewal Term. The wind down process shall include termination of all agreements between the Parties unless the Parties otherwise mutually agree during the wind down period to continue certain arrangements after the wind down period. For purposes of this Agreement, "Term" shall mean the Initial Term and any Renewal Term. For purposes of this Agreement, the "Termination Date" shall be such date on which the final Term expires, or such date on which this Agreement terminates pursuant to ARTICLE VII hereof.~~

~~ARTICLE IV~~ ARTICLE VI

RIGHTS AND DUTIES OF UCSD AS MANAGER

~~4.1.6.1.~~ General Responsibilities.

(a) Subject to the control that ~~ECRMC and/or City~~ IVHD must maintain under applicable law or under this Agreement, UCSD shall provide sufficient and qualified management personnel, with the applicable personnel holding any licensure required by law, to:

(i) Manage, and direct the hospital operations at the Healthcare Facilities;

(ii) Manage, in consultation with the ~~ECRMC~~ IVHD Board the selection, retention, supervision and discharge of, the Healthcare Facilities' ~~executive leadership team~~ Chief Executive Officer, Chief Operating Officer and Chief Financial Officer; provided that such persons may, at UCSD's election and in its sole judgment, be employees of UCSD; for employees of ~~ECRMC~~ IVHD the decision to hire or fire such individual shall ultimately lie with the entity employing such individual. IVHD shall have an opportunity to participate in the hiring and ongoing evaluation of the Healthcare Facilities' Chief Executive Officer, Chief Operating Officer and Chief Financial Officer at least annually;

(iii) Manage and oversee the Healthcare Facilities' human resources department(s); provide guidance regarding personnel policies and guidelines for adoption by the applicable entity; and negotiate, on ~~ECRMC's~~ IVHD'S behalf and at ~~ECRMC's~~ IVHD's expense subject to reasonable caps on expenses set by the IVHD Board from year to year through the annual budget process, as applicable, with any labor union lawfully entitled to represent the employees at the Healthcare Facilities; notwithstanding, any collective bargaining agreement or labor contract resulting therefrom must first be approved by the ~~ECRMC~~ IVHD Board, who shall be the only entity authorized to execute the same;

(iv) Subject to the obligations of ~~ECRMC~~ IVHD set forth in Section ~~5.70~~, procure and supervise for ~~ECRMC~~ IVHD the appropriate types, categories and amounts of insurance to cover the real and personal property of the Healthcare Facilities, and to supervise the actions of the staff in securing certificates of such insurance, each as may from time to time be required pursuant to any leases, loan agreements or similar agreements with any lessors or lenders of ~~ECRMC~~ IVHD to the Healthcare Facilities (and subject to any other terms and conditions thereof) or otherwise; provided, however, that the payment to any insurance provider shall be and remain the sole responsibility of ~~ECRMC~~ IVHD, and UCSD shall have no responsibility whatsoever for such payment; ~~and provided that the City shall continue to be an additional insured on all such insurance.~~

(v) Direct the food service operation at the Healthcare Facilities;

(vi) Supervise the purchasing of all outside services, food supplies, pharmaceutical supplies, medical supplies, materials, and equipment incidental to the operation of the Healthcare Facilities; provided, however, the payment to for these items and services shall be and remain the sole responsibility of ~~ECRMC~~ IVHD and UCSD shall have no responsibility whatsoever for such payment. To the extent available to ~~ECRMC~~ IVHD as an "affiliate" of UCSD through this Joint Powers Agreement, UCSD may facilitate such purchasing and procurement of goods and services through then existing UCSD GPO arrangements;

(vii) Assist and supervise ~~ECRMC's~~IVHD's compliance with all appropriate governmental requirements or regulations and with all ~~ECRMC's~~IVHD's and Healthcare Facilities' licenses and certifications and assist with the implementation of corporate compliance plan(s) for adoption by ~~ECRMC~~IVHD and/or the Healthcare Facilities;

(viii) Subject to the provisions of Section ~~5.5~~7.5, support and manage ~~ECRMC's~~IVHD's information systems for the following areas: Accounts Payable, Contract Management, Payroll, Benefits, Financial Reporting, Marketing, Medical Records, Coding and Billing, and General Ledger;

(ix) Supervise the Healthcare Facilities' marketing department(s) or staff(s) and use commercially reasonable efforts to ~~cause~~support compliance by such Healthcare Facilities' marketing departments with all applicable federal and state healthcare laws and regulations;

(x) Supervise quality assurance and performance improvement processes and assist ~~ECRMC~~IVHD with implementation of such systems at the Healthcare Facilities, including risk management, patient/family satisfaction, licensing and accreditation, and program evaluation, and regularly report details regarding the same to the IVHD Board no less than every other month;

(xi) Subject to the legal authority of the ~~ECRMC~~IVHD Board, manage the relationships of the Healthcare Facilities with any partner, joint venturer, co-owner or similar party of any healthcare facility and to make all decisions and take all necessary or appropriate actions on behalf of the Facility according to the terms of any partnership agreement, joint venture agreement, limited liability company agreement, bylaws or any similar agreements or governing documents with respect to any such partnership, joint venture, limited liability company or similar entity of any kind;

(xii) Subject to the legal authority of the ~~ECRMC~~IVHD Board, handle, on a timely basis, any negotiations, and discussions for the purpose of attempting to cure any defaults that may exist with respect to ~~ECRMC's~~IVHD's contractual or regulatory obligations~~-,~~ provided that UCSD shall have no obligation to cure any monetary default except with funds from the relevant Facility or ~~ECRMC~~IVHD, unless the default is the result of UCSD's gross negligence, fraud, recklessness or willful misconduct, and provided that UCSD disclose, on no less than a monthly basis, any alleged defaults or claims with exposure in amounts of fifty thousand dollars (\$50,000) or more; and

(xiii) Subject to the Healthcare Facilities' capital budgets and ~~ECRMC~~IVHD Board approvals, supervise the maintenance and the undertaking of all alterations and repairs at each Healthcare Facility, and to prepare and submit to ~~ECRMC~~IVHD, on an annual basis no ~~fewer~~later than ~~thirty (30) days prior to the end of the year~~May 1, a list of, and a budget relating to, capital items to be acquired for, or altered or repaired at the Healthcare Facilities. Such budget shall include an allocation for capital purchases, alterations and repairs to be undertaken by UCSD, in its discretion, and which allocation may be modified by UCSD, in its sole discretion, including by substitution, for such year so long as the aggregate budget for such item does not result in a Material Deviation (as defined below in this subsection); provided, however, that such amount may be increased to meet emergency needs if UCSD determines such needs are commercially reasonable and provides prior written notice to ~~ECRMC~~IVHD. Further, in the event capital purchases, alterations or repairs become necessary in order to preserve or procure necessary licenses and permits to operate the Healthcare Facilities, at the request of UCSD, ~~ECRMC~~IVHD will convene as soon as possible as allowed by law (preferably within two (2) days of the request of UCSD) to consider such additional expenditures as may be necessary to maintain necessary licenses and

permits and approval of such expenses shall not be unreasonably withheld, conditioned or delayed. Notwithstanding, UCSD is also authorized to make such expenditure even without such approval to extent such expenditure is required by law, or in order to avoid immediate harm to or interruption of hospital operations and then will be reported to the ~~ECRMC~~IVHD Board through its Chair within five (5) days of the expenditure. For purposes hereof, the determination of whether an expenditure constitutes a capital item shall be made in accordance with generally accepted accounting principles ("GAAP"), consistently applied. The term "Material Deviation" shall mean either (a) exceeding any individual line item in such budget by more than twenty percent (20%), or (b) exceeding the Permitted Expenditure Amount by more than ten percent (10%). The term "Permitted Expenditure Amount" shall mean the total expenditure amount of all line items in such budget.

(xiv) Strategic Plan. UCSD, in collaboration with IVHD's representatives, will create and present to the IVHD Board of Directors a strategic plan to improve and expand the provision of healthcare services in the Imperial County, which plan shall be agreed to by the Parties consistent with the attached timeline. UCSD will review and update this strategic plan at least annually throughout the Term, with quarterly reports regarding the goals and metrics that have been met and advanced throughout the Term.

(b) In performing its duties under this Agreement, UCSD may rely on the recommendations of the Healthcare Facilities' medical staff (and its designated committees) and departmental chairpersons (collectively "Medical Staff") and its Chief Medical Officer relative to the quality of professional services provided by individuals with clinical privileges.

4.2.6.2. Financial Responsibilities. UCSD shall ~~use commercially reasonable efforts to:~~

(a) Manage the preparation of ~~an~~ draft annual operating budget for the Healthcare Facilities by no later than May 1 of each year, based on anticipated revenues and expenses at such Facility. The expectation is that a final budget shall be presented to IVHD for the annual approval by ECRMC and endeavor to cause the Facilities to operate no later than June 30. If a final budget is not approved by June 30, the prior year's approved budget shall apply until a new budget is approved by IVHD. UCSD shall oversee IVHD's operation within its budget and shall use commercially reasonable efforts to oversee operations such that IVHD does not exceed budgeted amounts, apart from reasonably necessary Material Deviations, without approval from the IVHD Board, notifying ~~ECRMC~~the IVHD Board in a reasonable time period (at least quarterly) of any and all proposed material changes or ~~deviations~~ Material Deviations from the budget projections, and making recommendations to ~~ECRMC concerning such~~IVHD for approval of any changes or deviations necessary;

(b) ~~Oversee~~Diligently oversee the timely preparation of financial and operating reports with respect to the Healthcare Facilities, which shall include all reports required by any lender or lessor to ~~ECRMC~~IVHD, budgetary comparisons and capital improvement reports and periodic reports summarizing UCSD's actions and performance hereunder; provided, however, that it shall be the sole responsibility of ~~ECRMC~~IVHD to solicit and retain, at the expense of ~~ECRMC~~IVHD, certified public accountants to undertake the year end audit of the Healthcare Facilities' operations, and to cause said accountants to issue their certified statements of profit and loss and the balance sheet for the Healthcare Facilities and for ~~ECRMC~~IVHD for each fiscal year;

(c) ~~Oversee~~Diligently oversee the Healthcare Facilities' billing functions regarding the collection of all amounts due to the Healthcare Facilities from all sources, including, but not limited to, amounts due from patients, and due under Medicare, Medicaid or other governmental or private insurance programs (the "Receivables"), and to retain on behalf of ~~ECRMC~~IVHD, at the Healthcare Facilities'

expense, counsel to undertake litigation or similar action before any court, dispute resolution service, administrative agency or board in order to collect any of the Receivables;

(d) Review, when appropriate, the reserve requirements of ~~ECRMC's~~ IVHD's lenders or governmental agencies with jurisdiction over the Healthcare Facilities in an effort to assist in ensuring that all such reserve requirements are being met on a timely basis;

(e) Supervise the preparation and filing of all material reports, statements of affairs or records required by any federal, state or local government, or by any agency thereof, with regard to the operations of the Healthcare Facilities as may be necessary to obtain reimbursements or funds therefrom, provided that the retention of any third party for the preparation of such reports shall be an expense of the Healthcare Facilities;

(f) Review the financial performance and the operations of any partnership, joint venture, or similar arrangements in which the Facility may be a party, member, or co-owner of any sort;

(g) Oversee the payroll records for the Healthcare Facilities' staff(s);

(h) Oversee the payment of all accounts payable, and all amounts owing, by the Healthcare Facilities provided that the CEO and CFO retain at all times authority to execute checks and approve payments and expenditures with approval authority consistent with that which exists at the time of execution of this Agreement; and

(i) At the direction of ~~ECRMC~~ IVHD, review, oversee and negotiate the terms of any working capital or other similar loan agreements and related debt instruments with respect to ~~ECRMC~~ IVHD which pertains to a Facility and assist ~~ECRMC~~ IVHD as needed to meet all debt service requirements for the Bonds.

4.3.6.3. Third Party Contracts. Subject to the legal authority of the ~~ECRMC~~ IVHD Board, UCSD, in the performance of its duties under this Agreement, may review, negotiate, and enter into contracts with third parties regarding certain services for the Healthcare Facilities. Such services may include, but shall not be limited to, therapy services, auditing services, coding services, lab services, ancillary services, insurance and brokerage services, food service, linens and other supplies, accounting services, consulting services, marketing, and bookkeeping and billing services. Prior to entering into contracts for and on behalf of any of the Healthcare Facilities with such persons that require or are likely to result in an annual expenditure that is net negative to the overall operation budget by more than \$100,000, UCSD shall obtain ~~ECRMC~~ IVHD Board approval.

4.4.6.4. Legal Matters. UCSD will: (a) prepare or coordinate with outside legal counsel for the preparation of documents for the operation of the Healthcare Facilities, including ~~managed-care contracts,~~ supplier/vendor contracts, service contracts, equipment leases and other ancillary contracts; (b) prepare or coordinate licensure and other regulatory applications; (c) coordinate all litigation involving the Healthcare Facilities with local counsel or the insurance of ~~ECRMC~~ IVHD; (d) coordinate with local counsel on local law issues affecting the Healthcare Facilities; (e) process working capital requests and apply for, negotiate and obtain letters of credit; and (f) coordinate with local counsel to provide counsel to the Healthcare Facilities' human resources department(s). The Parties acknowledge that all outside counsel expenses under this Section shall be an expense of ~~ECRMC~~ IVHD and that the ~~ECRMC~~ IVHD Board shall retain the right to select such outside legal counsel or local counsel. Notwithstanding the foregoing, nothing shall limit UCSD's ability to defend, settle or otherwise dispose of litigation against UCSD in its individual capacity and not as an agent of ~~ECRMC~~ IVHD.

~~4.5.6.5.~~ Other Management Services. UCSD shall have the authority to provide ~~ECRMC~~IVHD with other services they jointly determine are necessary or appropriate, including ongoing consulting and training in key areas, such as documentation, management systems, quality assurance, staffing efficiency and expense control, and risk management, provided that the retention of any third party to provide such services shall be an expense of the Healthcare Facilities. For the avoidance of doubt, UCSD's duties to ~~ECRMC~~IVHD shall be solely limited to services in support of or relating to the Healthcare Facilities, although IVHD may request, and UCSD may agree or decline, to extend certain management functions to the HMHD Facilities on a case-by-case basis. Notwithstanding anything herein to the contrary, in no event shall UCSD be delegated or otherwise responsible for any roles, responsibilities, or obligations in support of or relating to the provision of administrative or management services by or to any affiliate of ~~ECRMC~~IVHD such as to medical groups, independent practice associations, or similar provider organizations that are not Healthcare Facilities, unless expressly agreed otherwise by UCSD and those parties or unless provided as part of UCSD's management in support of ~~ECRMC's~~IVHD's existing provider network~~(s)~~.

~~4.6.6.6.~~ Payment of Expenses. All debts, obligations, other liabilities and expenditures of every kind required or permitted by UCSD under this Agreement, including, without limitation, any costs incurred in connection with the operation of the Healthcare Facilities, are for ~~ECRMC's~~IVHD's account, and ~~ECRMC~~IVHD shall be liable for all such expenditures ("~~ECRMC~~IVHD Expenditures"), except for UCSD's Staff Services (described below). UCSD is authorized by ~~ECRMC~~IVHD to pay all ~~ECRMC~~IVHD Expenditures (consistent with Section 4.2(1) below) from funds from ~~ECRMC~~IVHD and the Healthcare Facilities assuming there are sufficient funds for such payment. ~~ECRMC~~IVHD, as applicable, shall pay directly any ~~ECRMC~~IVHD Expenditures not paid from funds from the Healthcare Facilities, and neither ~~City~~ ~~nor~~ UCSD nor any of its affiliates shall be obligated to advance any of its own funds to or for the account of ~~ECRMC~~IVHD or any Facility, or to incur any liability on behalf of ~~ECRMC~~IVHD, unless ~~ECRMC~~IVHD shall have furnished UCSD with funds necessary for the discharge thereof prior to incurring such liability. UCSD's "**Staff Services**", which are not reimbursable by ~~ECRMC~~IVHD, are exclusively limited to the salaries and benefits of UCSD's employees, officers and home office staff, as well as UCSD's home office overhead expenditures, including but not limited to lease expenditures, accountant and/or audit expenses, insurance policies, legal fees, third party accounts, payroll processing and human resources administration, not otherwise payable to UCSD pursuant to Article VII of this Agreement.

~~4.7.6.7.~~ Notwithstanding any provision of this Agreement or any other document between the Parties, no action of UCSD shall be inconsistent with the provisions of the Bond Documents or Bond Covenants (specifically referring to the bond obligation transferred to IVHD from ECRMC and the City) except as otherwise directed by the City as applicable per their respective authority except as agreed with the Majority Bondholder as defined under the Bond Trust Agreement ("**Lender**") under the terms of the Bond documents.

~~4.8.~~ — Reserved.

~~ARTICLE V~~ARTICLE VII-1

RIGHTS AND DUTIES OF ~~ECRMC~~IVHD

~~5.1.7.1.~~ Cooperation with UCSD. ~~ECRMC~~IVHD shall promptly and fully cooperate in all reasonable respects with UCSD in operating the governance and ~~supervising the operations~~operation of the Healthcare Facilities.

~~5.2.7.2.~~ Payment of Bonds and Related Requirements. ~~ECRMC~~IVHD shall take all necessary steps to meet the requirements of the ~~Bond~~Bonds, including but not limited to timely payment and compliance with all other covenants.

~~5.3.7.3.~~ Operating Capital. ~~ECRMC~~IVHD shall use commercially reasonable efforts to ensure that the Healthcare Facilities have access to a level of funding reasonable and necessary for the operation of the Healthcare Facilities on a sound financial basis (including the reimbursable expenses owed to UCSD).

~~5.4.7.4.~~ Capital Improvements. ~~ECRMC~~IVHD shall ensure that the Healthcare Facilities have access to working capital reasonable and necessary to make all necessary capital improvements to the Healthcare Facilities in order to maintain and continue standards of operation of the Healthcare Facilities as rehabilitation and long term acute care ~~facilities~~Healthcare Facilities, as applicable.

~~5.5.7.5.~~ Support Operations. ~~ECRMC~~IVHD shall provide (at no additional cost to UCSD) and be responsible for administrative services, staffing, payroll, information technology systems, financial and accounting systems (including but not limited to billing, accounts payable, financial reports, and general ledger), and the signing of any reports or filings for the Healthcare Facilities.

~~5.6. — ECRMC understands that at no time will it look to the City to provide any Operating Capital or Capital Improvements or other funding.~~

~~5.7. —~~ ECRMCIVHD Insurance.

~~5.8.7.6.~~ ECRMC IVHD shall maintain, at its sole expense, professional liability and general liability insurance, Workers Compensation, Property, Directors & Officers Liability, Employment Practices Liability, Managed Care E&O, Cyber Liability, Crime, Fiduciary and other customary policies as may be required by applicable law or contracts to which it is a party, which insurance shall cover ~~ECRMC~~IVHD and their employees or anyone engaged by or acting on behalf of any of them at the Healthcare Facilities. Such insurance coverages shall be provided by an insurer that is properly licensed and qualified to do business in the State in which the Facility is located. No insurance may be maintained through “self-insurance” unless approved in writing in advance by UCSD, which approval will not be unreasonably withheld, conditioned or delayed. ~~ECRMC~~IVHD shall name ~~both the City and~~ UCSD as additional insureds in connection with such insurance. Management and ultimate authority for settlement of all claims against ~~ECRMC~~IVHD shall remain within the responsibility and authority of ~~ECRMC~~IVHD.

(a) ~~ECRMC~~IVHD shall submit to UCSD ~~and City~~ a COI evidencing the coverage required herein prior to the Commencement Date. The COI shall contain an unqualified requirement that the insurance ~~ECRMC~~IVHD provide UCSD ~~and City~~ with thirty (30) days’ written notice of any cancellation or lapse of said policy or any change to UCSD’s additional insured status of said policy, unless related to the failure to pay any premium, in which event the insurance ~~ECRMC~~IVHD shall provide UCSD with ten (10) days’ written notice. All policies must contain a waiver of all rights of subrogation against UCSD.

7.7. UCSD Insurance. UCSD shall maintain, at its sole expense, professional liability and general liability insurance, Workers Compensation, Property, Directors & Officers Liability, Employment Practices Liability, Managed Care E&O, Cyber Liability, Crime, Fiduciary and other customary policies as may be required by applicable law or contracts to which it is a party, which insurance shall cover UCSD and their employees or anyone engaged by or acting on behalf of any of them at the Healthcare Facilities. Such insurance coverages shall be provided by an insurer that is properly licensed and qualified to do business in the State in which the Facility is located. UCSD shall name IVHD as an additional insured in connection with such insurance. Management and ultimate authority for settlement of all claims against UCSD shall remain within the responsibility and authority of UCSD.

(a) UCSD shall submit to IVHD a COI evidencing the coverage required herein prior to the Commencement Date. The COI shall contain an unqualified requirement that the insurance UCSD

provide IVHD with thirty (30) days' written notice of any cancellation or lapse of said policy or any change to IVHD's additional insured status of said policy, unless related to the failure to pay any premium, in which event the insurance UCSD shall provide IVHD with ten (10) days' written notice. All policies must contain a waiver of all rights of subrogation against IVHD.

~~5.9.7.8.~~ On-Site Management Healthcare Facilities. As part of the consideration for UCSD's services provided under this Agreement, ~~ECRMC~~IVHD shall provide adequate space at the Healthcare Facilities for a management office, for the use of UCSD to conduct the business of the management of the Healthcare Facilities.

~~5.10.7.9.~~ Responsibility of ECRMC~~IVHD~~. Notwithstanding the authority granted to UCSD in this Agreement, the ~~ECRMC~~IVHD Board, ~~including and/or~~ the Medical Staff of the Healthcare Facilities, as ~~the case may be appropriate,~~ will at all times retain sole and ultimate control and authority over patient care (including the provision of all medical, clinical or professional services rendered by or on behalf of the Healthcare Facilities or such providers at the Healthcare Facilities and otherwise); medical, clinical or professional services (including professional judgment relating thereto); the Healthcare Facilities (including, among other things the all Facility assets and operations); and such other duties and responsibilities that must be retained under applicable law, each case to the fullest extent as may be required by applicable law, including but not limited to:

(a) ~~ECRMC~~IVHD shall be fully liable and legally accountable and responsible at all times to all patients and governmental organizations for all patient care and funds received, and for all other aspects of the operation and maintenance of the Healthcare Facilities. In this regard, it is specifically emphasized that during the Term, ~~ECRMC~~IVHD shall be and remain fully liable and legally accountable and responsible to the governments of the United States and the applicable state where the Facility is located, and the agents of said governments, with respect to all matters concerning the Healthcare Facilities' continued participation in the Medicare and Medicaid programs under Title XVIII and Title XIX of the Social Security Act (42 U.S.C. § 1395 et seq.; 42 U.S.C. § 1396 et seq.);

(b) The ~~ECRMC~~IVHD Board shall remain solely responsible for all obligations as set forth in 42 C.F.R. § 482.12 and California Code of Regulations, Title 22, Section 70713 or the applicable regulations for the state in which a Facility is located; and

(c) It is and will remain the ultimate responsibility of ~~ECRMC~~IVHD (or the board of the Medical Staff of a Facility, as the case may be) to approve all decisions to credential, re-credential, appoint, grant clinical privileges to and discipline such Facility's Medical Staff in accordance with the medical staff bylaws and applicable law.

ARTICLE IV-2

RIGHTS AND DUTIES OF THE CITY

~~5.11. — City Consent. City has and shall continue to consent to~~ Notwithstanding any other provision in this Agreement~~agreement, actions taken by the IVHD Board of Directors pursuant to the provisions of the Municipal Hospital Law.~~

~~5.12. — City at all times shall promptly cooperate in all reasonable respects with this Section 6.9 shall control over the discretion and authority granted to UCSD and ECRMC under this Agreement to the extent provided by the Municipal Hospital Law in operating and supervising the operations of the Facilities and in maintaining the state license for operation of the hospital Facility.~~

~~5.13. — Ownership of Facilities: Consistent with the Municipal Hospital Law, City at all times shall own the real property and buildings for the Facilities.~~

~~5.14. — At no time shall City be responsible for any of the duties of ECRMC under this Agreement, including but not limited to operating expenses, capital costs or compensation to UCSD.~~

~~5.15.(d) At no time shall City be responsible for any of the duties of UCSD under if necessary, without constituting a breach of~~ this Agreement.

~~ARTICLE VI~~ARTICLE VIII

COMPENSATION

~~6.1.8.1.~~ Reimbursable Costs. UCSD shall not receive a management fee for any of the services provided for herein~~—~~. Notwithstanding, UCSD shall be reimbursed all compensation and benefits costs associated with the employment of the ~~ECRMC~~IVHD Chief Executive Officer and for any reasonable expenses and actual costs incurred by UCSD for the time (in excess of 20 hours per week), travel, lodging and meals expense of the UCSD's home office staff who travel to the Healthcare Facilities, and for any ~~ECRMC~~IVHD Expenditures or other amounts to which it is entitled pursuant to Section 4 or any other provisions hereof. UCSD will provide receipts or other appropriate evidence of these expenses prior to UCSD withdrawing such reimbursements from funds from the Healthcare Facilities. In the event the funds from the Healthcare Facilities are not sufficient to pay such reimbursements, ~~ECRMC~~IVHD shall pay to UCSD any deficiency within thirty (30) days after receipt of UCSD's written request therefore. If UCSD is required by law to obtain a license in any jurisdiction in which ~~ECRMC~~IVHD operates and in which UCSD is not currently so licensed, ~~ECRMC~~IVHD agrees to reimburse UCSD for all reasonable expenses related thereto.

~~6.2.8.2.~~ Other Agreements for Services. The Parties agree that to the extent there are existing or future agreements between UCSD and ~~ECRMC~~IVHD for clinical or other services outside of this Joint Powers Agreement, nothing contained herein is intended to limit or otherwise alter the terms of those agreements and that UCSD shall have any and all rights to compensation for services as may otherwise be provided for in those separate agreements.

~~ARTICLE VII~~ARTICLE IX

TERMINATION

~~7.1.9.1.~~ Termination by ~~ECRMC~~ IVHD. In addition to other remedies which may be available to IVHD at law or by other contract or written agreement, if at any time during the Term any of the following events shall occur and not be remedied within the applicable period of time herein specified (if any), then ~~ECRMC~~IVHD shall have the right to terminate this Agreement immediately upon written notice:

~~(a) — If at any time during the Term, UCSD shall fail in any material respect to make any payment of any monetary obligation due and payable by UCSD pursuant to this Agreement (other than a failure to make any such payment resulting from a default by ECRMC under this Agreement or otherwise caused by ECRMC) within five (5) days following receipt by UCSD of written notice thereof from any other Party hereto; provided, however, in no event shall the other parties hereto be required to give more than two (2) such written notices hereunder during any consecutive twelve (12) month period), then ECRMC shall have the right to terminate this Agreement immediately upon written notice.~~

~~(b)~~(a) If at any time during the Term, UCSD shall, in any material respect, fail to comply with, observe or perform any material ~~non-monetary~~ covenant, agreement, term or provision of this

Agreement required to be complied with, observed, or performed by UCSD ~~(other than Section 6.1(a) above)~~, and such material failure shall continue for a period of sixty (60) days after receipt of written notice thereof by ~~ECRMC~~IVHD to UCSD, unless such failure cannot be cured within a period of sixty (60) days, in which case such failure shall not be deemed to continue so long as UCSD commences to cure such failure within the sixty (60) day period and UCSD proceeds thereafter with due diligence and good faith to complete the curing.

~~(e)~~(b) If at any time UCSD shall apply for or consent to the appointment of a receiver, trustee, or liquidator such party, as applicable, or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or any answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or appointing a receiver, trustee, or liquidator of such party with respect to all or a substantial part of the assets of such party, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days, then ~~ECRMC~~IVHD shall have the right to terminate this Agreement immediately upon written notice as allowed by applicable law.

~~(c)~~ ~~[Reserved]~~ If at any time during the Term, UCSD is subjected to any legal process that materially interferes with UCSD or IVHD's ability to operate the Healthcare Facilities;

(d) If at any time during the Term, IVHD or UCSD is subject to a non-prosecution agreement with Medicare regarding criminal allegations;

~~7.2.9.2. Termination by UCSD. If~~In addition to other remedies which may available to UCSD at law or by other contract or written agreement, if at any time during the Term any of the following events shall occur and not be remedied within the applicable period of time herein specified (if any), then UCSD shall have the right to terminate this Agreement immediately upon written notice:

(a) ~~ECRMC~~IVHD shall fail to keep, observe, or perform any material covenant, agreement, term or provision of this Agreement required to be kept, observed, or performed by any of them (except as described in Section ~~6.2(b)~~9.2(b) below) and such failure shall continue for a period of thirty (30) days after written notice thereof by UCSD to ~~ECRMC~~IVHD, unless such failure cannot with due diligence be cured within a period of thirty (30) days (in UCSD's reasonable discretion), in which case such failure shall not be deemed to continue so long as ~~ECRMC~~IVHD commences to cure such failure within the thirty (30) day period and proceeds with due diligence to complete the curing thereof within sixty (60) days after receipt by ~~ECRMC~~IVHD of a notice of default (or such longer period as is reasonably required to effect such cure if ~~ECRMC~~IVHD is diligently proceeding to do so);

(b) ~~ECRMC~~IVHD fails to make any payment required hereunder and such default shall continue for a period of thirty (30) days after written notice from UCSD to ~~ECRMC~~IVHD; provided, however, in no event shall the other UCSD be required to give more than two (2) such written notices hereunder during any consecutive twelve (12) month period);

~~(c) — The Facilities or any material portion thereof shall be materially damaged or destroyed by fire or other casualty and (i) ECRMC shall fail to undertake to repair, restore, rebuild, or replace any such material damage or destruction within forty-five (45) days after such fire or other casualty, or at such time as provided by an insurance carrier, or shall fail to complete such work diligently, and (ii) ECRMC shall fail to permit UCSD to undertake to repair, restore, rebuild, or replace, at ECRMC's expense, any such material damage or destruction within forty-five (45) days after such fire or other casualty (subject to the provisions of insurance); or~~

~~(d)(c)~~—~~ECRMC~~IVHD shall apply for or consent to the appointment of a receiver, trustee, or liquidator such party, as applicable, or of all or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or any answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or appointing a receiver, trustee, or liquidator of such party with respect to all or a substantial part of the assets of such party, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

~~7.3.9.3.~~ Survival Rights Upon Termination. If any Party exercises its option to terminate pursuant to this ARTICLE ~~VH~~VIII, each Party shall account for and pay to the other all sums due and owing pursuant to the terms of this Agreement within thirty (30) days after the effective date of termination. Any term or provision hereof relating to a disputed amount sum shall survive the termination hereof until the final resolution of the applicable dispute. Without limiting the generality of the foregoing, within thirty (30) days after the effective date of termination of this Agreement, ~~ECRMC~~IVHD shall pay to UCSD all accrued fees and reimbursable expenses of UCSD, together with all accrued and unpaid interest thereon. All other rights and obligations of the Parties under this Agreement shall terminate (except as set forth in Article XV, ARTICLE XV, ~~ARTICLE XVI, Section 7.3, Section 7.4, and Section 7.5 hereof~~ and ARTICLE XVI).

~~7.4.9.4.~~ Cooperation After Termination. Upon the expiration or earlier termination of this Agreement, UCSD shall cooperate with ~~ECRMC~~IVHD and use commercially reasonable efforts to effect an orderly transition to avoid any interruption in the rendering of the above-described services to the Healthcare Facilities (including, continuing to provide management services for three (3) months following expiration or termination on the same ~~compensation basis, terms and conditions as~~ provided, ~~that, all fees then owing to UCSD are paid and the fees for such three (3) month period is placed in an escrow account reasonably satisfactory to the Parties, which escrowed amount will be used solely to compensate the UCSD pursuant hereto~~ herein). In the event of such expiration or earlier termination, UCSD shall promptly surrender to ~~ECRMC~~IVHD all keys, contracts, other documents and records maintained by UCSD in connection with the operations of the Healthcare Facilities as soon as practical, but in no event later than the later of thirty (30) days after the Termination Date or the date that UCSD ceases providing services under this Agreement. In addition, upon the expiration or earlier termination of this Agreement, UCSD shall return to ~~ECRMC~~IVHD, as appropriate, all original electronic and paper documents and all copies thereof, except for one copy which UCSD may maintain for record purposes only, which relate in any way to the performance of services hereunder, and the operation and maintenance of the Healthcare Facilities in the possession, custody or control of UCSD. For any requests of UCSD made after the Termination Date that do not involve obligations of UCSD already required under this Agreement but not as yet completed prior to the Termination Date, UCSD will be promptly reimbursed by ~~ECRMC~~IVHD for any of UCSD's reasonable and documented out-of-pocket costs and expenses (including but not limited to the reasonable expenses of UCSD's travel expenses and reasonable, fees, disbursements and other reasonable and documented charges of legal counsel to UCSD) and will be promptly and reasonably compensated by ~~ECRMC~~IVHD for any material efforts made at the request of ~~ECRMC~~IVHD.

~~7.5.9.5.~~ No Personal Liability. The Parties agree that the liability of ~~ECRMC~~IVHD and UCSD under the terms of this Agreement shall be limited solely to the ~~assets of ECRMC, on the one hand, and the amounts otherwise owed to UCSD pursuant to this Agreement on the other hand~~ Parties, it being intended that no officers, manager(s), director(s) or members of ~~ECRMC~~IVHD or officers, members or managers of the UCSD shall be deemed personally liable for any judgment, costs or damages incurred by UCSD or ~~ECRMC~~IVHD hereunder. ~~The Parties further agree that neither UCSD or ECRMC shall look to the City nor any City official, officer, employee, attorney or agent to indemnify either for their respective liabilities under this Agreement and shall not attempt to hold any official, officer, employee, attorney or agent of~~

~~City as personally liability for any judgment, costs or damages incurred by UCSD or ECRMC relative to their respective actions in operation of the Facilities as set forth in the Agreement. UCSD and ECRMC each shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all liabilities, claims or demands arising or alleged to arise out of their respective actions under this Agreement.~~

ARTICLE VIII

ROLE OF THE CITY

(a) ~~City is a body corporate and politic of the State of California. City has the legal authority but not the requirement under the Municipal Hospital Law to consent to this JPA Agreement.~~

(b) ~~As provided by the provisions of the Municipal Hospital District Law, the City consents to the joint affiliation with ECRMC and UCSD.~~

(c) ~~The Parties agree that this Agreement does not create any financial obligations or responsibilities for the City and that neither ECRMC or UCSD shall have the right to look to the City for payment of any financial expenses or obligations under this Agreement.~~

(d) ~~The City promptly shall fill any vacancy on the ECRMC Board of Directors, after consulting with and considering, in good faith, any recommendations or suggestions offered by UCSD and/or ECRMC, provided, however that at all times while this Agreement remains in force and effect, the City shall retain on the ECRMC Board of Directors at least two (2) seats for representatives selected by UCSD.~~

ARTICLE IXARTICLE X

REPRESENTATIONS AND WARRANTIES OF ECRMC IVHD

ECRMCIVHD represents and warrants to UCSD, applicable (subject to the limitations and exceptions disclosed in the correspondingly numbered schedules to this Agreement) as follows ~~as of the Closing Date:~~

9.1.10.1. Organization; Capacity.

ECRMCIVHD is ~~separate public agency~~California Healthcare District formed by AB 918 and ~~enterprise operation of the City. With the consent of the City, and in compliance with the Municipal Hospital~~operating pursuant to The Local Health Care District Law, ECRMCHealth & Safety Code §§ 32000 et seq. Pursuant to Health & Safety Code § 32121, IVHD has the requisite power and authority to enter into this Agreement ~~and the other Transaction Documents to which ECRMC will become a party hereunder.~~

9.2.10.2. Authority; Non-contravention; Binding Agreement.

(a) The execution, delivery and performance by ECRMCIVHD of this Agreement ~~and the other Transaction Documents to which it is a party or will become a party, and the consummation by ECRMC of the Transaction and its obligations under the Transaction Documents, as applicable:~~ (i) ~~have~~has been, or will be, duly and validly authorized and approved by all necessary governing actions, on the part of ECRMCIVHD, none of which actions have been modified or rescinded and all of which actions remain in full force and effect; and (ii) are within ECRMC'sIVHD's authority under the Municipal HospitalLocal Health Care District Law or the existing ECRMCIVHD Bylaws.

~~ARTICLE X~~ ARTICLE XI

REPRESENTATIONS AND WARRANTIES OF UCSD

UCSD represents and warrants to ~~ECRMC (subject to the limitations and exceptions disclosed in the correspondingly numbered schedules to this Agreement) as follows as of the Closing Date~~ IVHD:

~~10.1.~~ 11.1. Organization; Authority. UCSD is a constitutional corporation, validly existing and in good standing under the Laws of the State of California. UCSD has the requisite power and authority to enter into this Agreement and the other Transaction Documents to which UCSD will become a party hereunder.

~~10.2.~~ 11.2. Powers; Consents; Absence of Conflicts With Other Agreements.

(a) The execution, delivery and performance by UCSD of this Agreement ~~and the other Transaction Documents to which it is a party or will become a party, and the consummation by UCSD of the Transactions and its obligations under the Transaction Documents~~ (i) have been or will be, duly and validly authorized and approved by all necessary corporate approvals on the part of UCSD, none of which actions have been modified or rescinded and all of which actions remain in full force and effect, and are not, and will not be, in contravention or violation of the terms of UCSD's organizational or governing documents, and (ii) ~~except as set forth on Schedule 10.2(a)(ii),~~ do not require any Approval of, filing or registration with, the issuance of any Permit by, or any other action to be taken by, any Governmental Authority to be made or sought by UCSD.

(b) This Agreement ~~and the other Transaction Documents to which UCSD is or will become a party are and will constitute~~ constitutes the valid and legally binding obligations of UCSD and ~~are~~ is and will be enforceable against UCSD in accordance with the respective terms hereof and thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other Laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

~~ARTICLE XI~~ ARTICLE XII

COVENANTS

~~11.1.~~ 12.1. Community Benefit Commitments. ~~ECRMC~~ IVHD and UCSD are committed, in both tangible and measurable ways, to continue to deliver high-quality health care services to all residents of ~~ECRMC~~ IVHD regardless of insurance status, income or demographics in manners as mutually agreed upon by the parties. Without limiting the generality of the foregoing and in furtherance of the foregoing, ~~ECRMC~~ IVHD and UCSD, from and after the Effective Time will use commercially reasonable efforts to ensure:

(a) The Healthcare Facilities will remain certified to participate in the Medicare program and provide services to Medicare beneficiaries in a non-discriminatory manner.

(b) The Healthcare Facilities will remain certified to participate in the Medi-Cal program and provide services to Medi-Cal beneficiaries in a non-discriminatory manner.

(c) The Healthcare Facilities will provide medical care and treatment at the ~~ECRMC~~ IVHD Healthcare Facilities without regard to insurance status, income or ability to pay, in a manner consistent with the patient financial assistance policies and procedures maintained by UCSD for its other hospitals and other health care facilities, including subject to any amendments to such policies.

~~11.2.~~12.2.Governance Matters.

(a) Consistent with the provisions of ARTICLES ~~III~~IV and ~~IV~~V, UCSD, University of California Board of Regents and the Chancellor will have authority with respect to the operation of the Hospital and the other Healthcare Facilities, except as otherwise specifically delegated to the ~~ECRMC~~IVHD Board of the Hospital (the “~~ECRMC~~IVHD Board”), which ~~ECRMC~~IVHD Board is intended to be the “governing body” as specified in the ~~ECRMC~~IVHD Board Bylaws and/or as previously provided for in this Agreement.

~~(b) — The ECRMC~~IVHD Board has been established pursuant to the provisions of ~~the Municipal Hospital Law and City ordinance~~AB 918, and operated pursuant to the provisions of the The Local Health Care District Law as well as the Bylaws of the ~~ECRMC~~IVHD Board (the “~~ECRMC~~IVHD Board Bylaws”). The Bylaws are interpretive and do not have the force of law. The ~~ECRMC~~IVHD Board composition may be altered only ~~by the City by ordinance~~ in compliance with the ~~Municipal Hospital Law~~. ~~UCSD may request and the City shall consider different or additional Board members to the extent allowed by the Municipal Hospital Law. The ECRMC Board Bylaws may not be rescinded or materially amended without the prior agreement of ECRMC and the City.~~

~~(c)(b) The Parties agree that in the event the Imperial Valley Healthcare District has not acquired the assets and assumed operation of the Facilities from the City and ECRMC by January 1, 2026, then the City may appoint a ECRMC Board that shall no longer include all of the members of the City Council and which may have a majority of members who are community members and will include two seats appointed by UCSD as well as the Chief Medical Officer and Chief of the Medical Staff of ECRMC.~~Local Health Care District Law.

~~ARTICLE XII~~ARTICLE XIII

ADDITIONAL COVENANTS

~~12.1.~~13.1.Medical Staff Matters.

(a) The Medical Staff bylaws (the “**Medical Staff Bylaws**”) will be adopted and approved by ~~ECRMC~~IVHD Board as the Medical Staff Bylaws of the Hospital; provided; however, UCSD may propose that the Medical Staff Bylaws be conformed to bring them into conformity with quality improvement initiatives, requirements of The Joint Commission, CMS, and other accreditation, licensing or regulatory bodies, and industry best practices.

(b) The ~~ECRMC~~IVHD Board pursuant to the terms of the ~~ECRMC~~IVHD Board Bylaws shall provide advice and recommendations to UCSD executive leaders regarding organizing and supervising the medical staff of the Hospital and other Healthcare Facilities, as applicable (the “**Medical Staff**”), including without limitation approving amendments to the Medical Staff bylaws and rules and regulations and assuring that the Medical Staff establishes mechanisms to achieve and maintain high quality medical practice and patient care.

(c) The ~~ECRMC~~IVHD Board will, pursuant to the terms of the ~~ECRMC~~IVHD Board Bylaws, approve Medical Staff appointments and reappointments, the granting of clinical privileges, and the reduction, modification, suspension, or termination of medical staff appointments and clinical privileges pursuant to the provisions of the Medical Staff Bylaws.

(d) The Medical Staff officers, committee chairs and other medical staff leaders as of the Effective Date will continue to serve in such capacities for the remainder of their current tenure, subject to removal and replacement in accordance with the Medical Staff Bylaws.

~~ARTICLE XIII~~ ARTICLE XIV

SALE OR ASSIGNMENT OR ASSETS ~~OR OF~~ HEALTHCARE FACILITIES

~~13.1.~~ 14.1. No Sale or Assignment. Except as provided in 12.3 below, during the term of this Agreement, ~~neither ECRMC or City~~ IVHD will not sell or otherwise transfer all or any portion of the Healthcare Facilities to any person or entity without One Hundred and Eight (180) days prior written notice to UCSD. If ~~ECRMC and/or the City~~ IVHD attempts to transfer all or any portion of the Healthcare Facilities to any person or entity other than IVHD, UCSD will have the option, but not the requirement exercisable in its sole and absolute discretion, to treat such sale or transfer as a breach of this Agreement and terminate this Agreement pursuant to Section 6.2(a) of this Agreement.

~~13.2.~~ 14.2. UCSD Assignment. UCSD shall not directly or indirectly, voluntarily or by operation of law, sell, assign, mortgage, encumber or otherwise transfer all or any part of its ~~interest in~~ obligations, interests, or rights with respect to this Agreement (each, an “UCSD Assignment”), without ~~ECRMC’s~~ IVHD’s prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

~~13.3. — Potential Assignment to Imperial Valley Healthcare District (“IVHD”). Notwithstanding anything to the contrary herein, the Parties agree and understand that, a potential transfer of the assets of ECRMC and other real property owned by the City, along with other facilities, licenses, operation and employees, to the IVHD is contemplated. UCSD and ECRMC understand that the City intends to condition any such transfer upon the transfer and assumption by IVHD of this Agreement and the Bonds, including all of the rights and obligations of both the City and ECRMC as appropriate.~~

~~13.4.~~ 14.3. UCSD Option to Acquire. To the extent that ~~the Parties then owning the assets and Facilities either before or after any assignment pursuant to Section 12.3~~ IVHD determine to attempt to sell or otherwise transfer ownership of the material assets and/or operations of the Healthcare Facilities to an entity not a party to this Agreement, UCSD shall have a full right and option to acquire or receive the assets, at its sole discretion and determination, under the same terms and conditions as proposed to or offered by the outside third-party or entity (the “UCSD Option”). This UCSD Option shall exist for so long as this Agreement remains in place ~~and for an additional 24 months following termination of this Agreement.~~

~~ARTICLE XIV~~ ARTICLE XV

NO LIABILITY; INDEMNIFICATION; EXPENDITURE ~~LIMITATION~~ LIMITATION

13.1 Indemnification of ~~ECRMC and City~~ IVHD By and Liability of UCSD.

(a) ~~Consistent with the provisions of Section 6.6 above, and if and only~~ Only to the extent not otherwise covered by insurance, UCSD shall indemnify, defend, indemnify, protect and hold harmless ~~the City and ECRMC~~ IVHD, and its and their respective agents, officers, directors, and employees (the “~~City/ECRMC~~ IVHD Indemnitees”), from and against any and all liability, claims, loss, cost, damage or expense (including, without limitation, reasonable attorneys’ fees and expenses and court costs, costs and expenses of defense, appeal and settlement of any proceedings instituted against any of such ~~City/ECRMC~~ IVHD Indemnitees and all reasonable costs of investigation in connection therewith) incurred by any of them in connection with, by reason of, or arising out of any third party claims which are primarily caused by the UCSD’s gross negligence, recklessness, fraud or willful misconduct in connection with the

performance of its duties or obligations under this Agreement. The UCSD's obligations under this Section 14.1(a) shall survive the expiration or earlier termination of this Agreement.

(b) Subject to Section 13.1(a) hereof, UCSD assumes no liability whatsoever for any acts, omissions or delinquencies of ~~City~~IVHD or ~~ECRMC, its~~ agents, officers, directors or employees, or any previous operators of the Healthcare Facilities, or any previous property manager or other agents ~~of either ECRMC or the City~~IVHD. Subject to Section 13.1(a) hereof, UCSD assumes no liability for known or previously unknown violations of environmental, healthcare laws or other laws or regulations which become known during the Term. Any such environmental violations or hazards or healthcare violations or other violations of law discovered by UCSD shall be brought to the attention of ~~ECRMC~~IVHD in writing and, except to the extent caused by a grossly negligent act or material omission of UCSD, ~~ECRMC~~IVHD shall be responsible for such violations or hazards. In addition, except to the extent caused by a negligent act or omission of UCSD, and subject to Section 13.1(a) hereof, UCSD assumes no liability for any failure of computer hardware or software of miscellaneous computer systems to accurately process data (including, but not limited to, calculating, comparing, and sequencing) or for any damages arising from, incident to, or in connection with, the pre-existing conditions of the structure, equipment, or the environment of the Healthcare Facilities.

(c) Further for the avoidance of doubt, UCSD makes no, and hereby disclaims any, warranties whatsoever, including, without limitation, warranties of merchantability or fitness for a particular purpose or implied warranties, with regard to any goods or third-party services purchased or used by ~~ECRMC~~IVHD, or the Healthcare Facilities under this Agreement. ~~ECRMC~~IVHD agrees that ~~ECRMC~~IVHD will not make any claim against UCSD for defects in any such product or service, for breach of warranty, or for any other claim arising out of any such product or services purchased or used by ~~ECRMC, the City or the Facilities~~IVHD under this Agreement.

~~14.2.15.2.~~Indemnification of UCSD by ~~ECRMC. Consistent with the provisions of Section 6.6 above, and if and only~~IVHD. Only to the extent not otherwise covered by insurance, ~~ECRMC~~IVHD agrees to defend, indemnify, protect and hold harmless UCSD and its members, affiliates and its and their respective agents, officers, directors, and employees (the "UCSD Indemnitees") from and against any and all liability, claims, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees and expenses and court costs, costs and expenses of defense, appeal and settlement of any proceedings instituted against any of such UCSD Indemnitees and all reasonable costs of investigation in connection therewith) incurred by any of them in connection, by reason of, or arising out of: (a) UCSD's performance of services or undertaking of responsibilities under this Agreement, unless (and then, only to the extent) caused by UCSD's gross negligence, recklessness, fraud or willful misconduct, or (b) any damage to property, or injury or death to persons, occurring in or with respect to any of the Healthcare Facilities, unless (and then, only to the extent) caused by UCSD's gross negligence, recklessness, fraud or willful misconduct. ~~ECRMC~~IVHD shall pay to UCSD all indemnifiable expenses upon final disposition of such proceeding; provided, that UCSD shall be obligated to repay the amount of such expenses advanced to UCSD if it is finally determined by a court of competent jurisdiction that UCSD was not entitled under this Agreement to indemnification. ~~Without limitation on their Expense Advancement Obligation, ECRMC~~IVHD shall be permitted to satisfy their obligations under this Section Article XV(c) with any available insurance proceeds. No UCSD Indemnitee shall be liable pursuant to this Agreement (a) for the acts, receipts, neglects, defaults or omissions of any other UCSD Indemnitee or agent of ~~ECRMC or the City~~IVHD, (b) for any loss on account of defect of title to any property of ~~ECRMC~~IVHD, (c) on account of the insufficiency of any security in or upon which any money of ~~ECRMC~~IVHD shall be invested or (d) for any loss incurred through any bank, broker or other similar person or entity. ~~ECRMC's~~IVHD's obligations under this Section ~~14.2~~Article XV(c) shall survive the expiration or earlier termination of this Agreement.

~~14.3.~~15.3.Control of Defense of Indemnifiable Claims. The indemnified party shall promptly notify the indemnifying party in writing of any such claim and shall provide the indemnifying party with all available evidence in its possession to enable the indemnifying party to defend such claim; provided, however, that the failure to give any such notice shall not disqualify any indemnified party from the right to indemnification unless such failure is adversely prejudicial to the indemnifying party. The indemnifying party shall have the sole and exclusive right to select counsel and shall pay all expenses of the defense, including, without limitation, attorneys' fees and court costs. If necessary, the indemnified party shall join as a party to the suit but shall be under no obligation to participate except to the extent that such participation is required as a result of being a named party to the suit. The indemnified party shall offer reasonable assistance to the indemnifying party in connection therewith at no charge to the indemnifying party except for reimbursement of reasonable out-of-pocket costs and expenses incurred by the indemnified party in rendering such assistance. The indemnified party shall have the right to participate and be represented in any such suit by its own counsel at its own expense. The indemnifying party shall not settle any such suit if such settlement would have an adverse effect on the rights of the indemnified party, including imposing a burden on the indemnified party or if the indemnifying party is not responsible for or does not pay all amounts owed in relation to such settlement, in each case, without obtaining the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed. It is the intention of the Parties that, if the indemnifying party wrongfully denies its indemnification obligations hereunder, and the indemnified party is required to enforce the indemnifying party's obligation hereunder, then the indemnified party shall be entitled to recover its reasonable attorneys' fees, expenses and costs incurred therein.

~~14.4.~~15.4.Limitation of Expenditure Obligation. Notwithstanding anything to the contrary in this Agreement, but excluding UCSD's indemnity obligations set forth in Section 13.1 above, UCSD shall have no obligation whatsoever to make any advance to or for the account of ~~ECRMC~~IVHD or any Operator or Facility, or to pay any amount contemplated for, or required of, UCSD under this Agreement, or to incur any expenditure obligation – whether ordinary or capital – except to the extent that funds are available for such purpose (in UCSD's reasonable judgment) either from capital funds provided by ~~ECRMC~~IVHD, the Operators or otherwise from the Healthcare Facilities' funds. Moreover, if UCSD so requests, from time to time, ~~ECRMC~~IVHD shall, and cause the Operators to, sign, as principal, any contract or agreement which UCSD is authorized or required to execute pursuant to this Agreement to evidence that UCSD is acting solely as ~~ECRMC's~~IVHD's and the Operator's agent and not as principal.

~~14.5.~~15.5.~~ECRMC'S AND CITY'S~~IVHD'S REMEDIES. AS A MATERIAL PART OF THE CONSIDERATION TO UCSD, ~~ECRMC AND THE CITY AGREE~~IVHD AGREES THAT, AND EXCEPT FOR ~~ECRMC'S, AND THE CITY'S~~IVHD'S RIGHTS, REMEDIES AND RECOVERIES UNDER THIS AGREEMENT, IN NO EVENT WILL UCSD OR ITS MEMBERS, PARTNERS, EQUITY HOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, OR SUCH AFFILIATES' SHAREHOLDERS, MEMBERS, PARTNERS, EQUITY HOLDERS, DIRECTORS, OFFICERS, OR EMPLOYEES, OR ANY SUCCESSORS OR ASSIGNS BE LIABLE TO ~~ECRMC~~IVHD, OPERATORS OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, EXEMPLARY DAMAGES, SPECIAL, ENHANCED DAMAGES, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE AND ~~ECRMC~~IVHD HEREBY WAIVES ALL CLAIMS AGAINST THE FOREGOING ASSUMES ALL RISK RELATING TO THERETO, KNOWN AND UNKNOWN.

~~14.6.~~15.6.UCSD'S REMEDIES. AS A MATERIAL PART OF ITS CONSIDERATION, UCSD AGREES THAT, IN NO EVENT WILL ~~CITY~~IVHD OR ~~ECRMC OR THEIR~~ITS MEMBERS, DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE TO UCSD UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, EXEMPLARY DAMAGES, SPECIAL, ENHANCED DAMAGES, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE AND UCSD HEREBY WAIVES ALL CLAIMS AGAINST THE FOREGOING AND ASSUMES ALL RISK RELATING TO THERETO, KNOWN AND UNKNOWN.

~~14.7.~~15.7.Performance of Undertakings. Each Party shall perform faithfully at all times any and all covenants, undertakings, stipulations, and provisions applicable to such Party contained in the Transaction Documents.

~~14.8.~~15.8.Dispute Resolution. Except as otherwise set forth in any other agreement between the Parties with respect to a specific matter in dispute governed by such agreement, in the event of any dispute, controversy, or disagreement arising out of or relating to this Agreement, including allegations of breach, termination, validity, interpretation, and performance thereof (each, a "~~Dispute~~"), the Parties agree to meet and confer in good faith to attempt to resolve the Dispute without an adversary proceeding. If the Dispute is not resolved to the mutual satisfaction of the Parties within fifteen (15) Business Days of a Party's receipt of notice of the Dispute from the affected Party setting forth the nature of such Dispute and the request that the Parties meet and confer to discuss the Dispute, the Parties may pursue all available remedies under this Agreement to resolve Dispute.

~~14.9.~~15.9.Waiver of Trial by Jury. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS. THIS IS AN AFFIRMATIVE WAIVER OF THE PARTIES' RIGHTS TO A JURY TRIAL UNDER CALIFORNIA LAW, CALIFORNIA CODE CIVIL PROCEDURE § 631. BY SIGNING BELOW ON THE SIGNATURE LINES, EACH PARTY IS EXPLICITLY WAIVING JURY TRIAL AND AUTHORIZING ANY AND ALL PARTIES TO FILE THIS WAIVER WITH ANY COURT AS THE WAIVER REQUIRED UNDER CALIFORNIA CODE CIVIL PROCEDURE § 631(f)(2).

~~14.10.~~15.11.Governing Law. The Parties agree that all disagreements, disputes or claims arising out of or relating to this Agreement or the Transaction shall be governed by and construed in accordance with the applicable Law of the State of California without giving effect to any choice or conflicts of Law provision or rule thereof that would result in the application of the applicable Law of any other jurisdiction other than the applicable Law of the United States, where applicable and with venue in Imperial County.

~~ARTICLE XV~~ARTICLE XVI

SUCCESSORS AND ASSIGNS – See Section ~~XH~~XIII

~~15.1.~~16.1.Binding Effect. This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

~~15.2.16.2.~~Subcontracting. The UCSD may not subcontract any of its management responsibilities and duties under this Agreement, ~~provided, however, that~~ without IVHD's prior written consent. UCSD shall remain responsible and liable for the fulfillment of all its obligations and duties set forth in this Agreement.

~~ARTICLE XVI~~ARTICLE XVII

PROTECTION OF PROPRIETARY INFORMATION

~~16.1.17.1.~~Property Interests/Confidentiality of UCSD's Protected Information.

(a) UCSD's Protected Information. All information concerning the UCSD's businesses or assets that is not generally known to the public, including, but not limited to, the technical systems, methods, policies, procedures and controls, copyrights, trade names, trademarks, service marks, "know-how" and all other intellectual property rights related thereto employed by the UCSD, along with the processes, procedures, and the information and materials compiled or prepared by or on behalf of UCSD in connection with UCSD's management of healthcare facilities, including without limitation marketing plans of UCSD, business plans and strategies of UCSD, pricing information of UCSD, information on competition of UCSD, demographics of relevance to UCSD, suppliers and providers of services of UCSD, structure, status and activities of the UCSD; organizational documents of the UCSD; books, records, tax returns, appraisals and similar documents of the UCSD; financial and performance statements of the UCSD; and financing arrangements of UCSD (collectively "**UCSD Protected Information**") are and shall remain the confidential property of the UCSD and are not, at any time, to be utilized, distributed, copied or otherwise employed or acquired by ~~ECRMC or the City~~IVHD, except as authorized in writing by the UCSD or except as may be required by law. UCSD Protected Information used in this Section 17.1 does not include any information collected or prepared by UCSD exclusively for the benefit of or on behalf of ~~ECRMC~~IVHD.

(b) Ownership. The UCSD shall own all rights, title and interest, including but not limited to all intellectual property rights, in and to UCSD Protected Information. To the extent that ownership in such UCSD Protected Information does not automatically vest in UCSD, ~~ECRMC and the City~~IVHD hereby ~~transfer~~transfers and ~~assign~~assigns to UCSD, as applicable, all rights, title and interest which ~~ECRMC or the City~~IVHD may have in the UCSD Protected Information.

(c) Survival. The provisions of this Section 17.1 shall survive the expiration or sooner termination of this Agreement.

~~16.2.17.2.~~Property Interests/Confidentiality of ~~ECRMC's~~IVHD's Protected Information.

(a) Work Product. "Work Product" means all work, ideas, inventions, discoveries, processes and improvements, computer programs, specifications, operating instructions, notes, technical drawings, designs and all related documentation (whether or not patentable) created or first reduced to practice by UCSD, alone or with others, in providing the services to ~~ECRMC~~IVHD under this Agreement and exclusively used in the provision of the services and not at any other location by UCSD.

(b) Owner of Medical Records, ~~ECRMC~~IVHD Protected Information and Work Product.

(i) "Medical Records" mean all information concerning the healthcare services provided to an individual in any aspect of healthcare delivery by ~~ECRMC~~IVHD in a Facility, and/or documenting healthcare or health status of an individual. "~~ECRMC~~IVHD Protected Information" means all information concerning ~~ECRMC's~~IVHD's businesses or assets

that is not generally known to the public, including, but not limited to, information relating to the assets, business, operations, management, performance, structure, status and activities of ~~ECRMC~~IVHD; organizational documents of ~~ECRMC~~IVHD; books, records, tax returns, appraisals and similar documents of ~~ECRMC~~IVHD; financial and performance statements of ~~ECRMC~~IVHD; and business plans and strategies of ~~ECRMC~~IVHD. IVHD shall own all rights, title, and interest, including but not limited to all intellectual property rights, in and to all ~~ECRMC~~IVHD Protected Information and Work Product. To the extent that ownership in such ~~ECRMC~~IVHD Protected Information and Work Product does not automatically vest in ~~ECRMC~~IVHD, UCSD hereby transfers and assigns to ~~ECRMC~~IVHD, as applicable, all rights, title, and interest which UCSD may have in such ~~ECRMC~~IVHD Protected Information and Work Product. UCSD agrees to complete and execute any other documents reasonably requested by ~~ECRMC~~IVHD to confirm the conveyance of all ~~ECRMC~~IVHD Protected Information and Work Product.

(c) Use and Disclosure of Medical Records, Protected Information and Work Product. UCSD acknowledges that it will be given access to Medical Records, ~~ECRMC~~IVHD Protected Information and Work Product in connection with ~~ECRMC's~~IVHD's businesses and their operations, and ~~ECRMC and the City acknowledge~~IVHD acknowledges that each will be given access to UCSD Protected Information in connection with UCSD's businesses and their operations. Each Party shall comply with all applicable laws concerning the privacy, security and confidentiality of Medical Records. Each of the Parties further acknowledges that the other Parties have devoted and will devote substantial time, money and effort in the development of UCSD Protected Information, ~~ECRMC~~IVHD Protected Information and Work Product (as applicable) and in maintaining the proprietary and confidential nature thereof. Each of the Parties expressly acknowledges and agrees that the UCSD Protected Information, ~~ECRMC~~IVHD Protected Information and Work Product (as applicable) is proprietary and confidential and that if any of the UCSD Protected Information, ~~ECRMC~~IVHD Protected Information and Work Product (as applicable) were used or imparted to a person or entity that is in competition with UCSD and/or ~~ECRMC~~IVHD such disclosure would result in hardship, loss, irreparable injury and damage to UCSD and/or ~~ECRMC~~IVHD the measurement of which would be difficult, if not impossible, to determine. Accordingly, each of the Parties expressly agrees that the other Parties have a legitimate interest in protecting the UCSD Protected Information, ~~ECRMC~~IVHD Protected Information and Work Product (as applicable) and their business goodwill, and that it is necessary for them to protect their businesses from such hardship, loss, irreparable injury and damage. Each of the Parties agrees that it will use commercially reasonable efforts and take steps to protect and safeguard the UCSD Protected Information, ~~ECRMC~~IVHD Protected Information and Work Product (as applicable), that such Party will not, directly or indirectly, use, disclose, distribute, or disseminate to any other person, entity, business or corporation or otherwise employ the UCSD Protected Information, ~~ECRMC~~IVHD Protected Information and Work Product (as applicable), either for such Party's own benefit or for the benefit of another, except as required in the ordinary course of UCSD's engagement by ~~ECRMC~~IVHD, upon the approval of the owner of such information or as required by law. Each of the Parties shall use such UCSD Protected Information, ~~ECRMC~~IVHD Protected Information and Work Product (as applicable) only in the course of its duties to the other Parties under this Agreement and for no other purpose.

(d) Duty Not to Use or Disclose After Termination. The confidentiality obligations set forth in Section ~~16.1~~17.1 and Section ~~16.2~~17.2 shall continue as long as ~~ECRMC~~IVHD Protected Information, UCSD Protected Information and Work Product and/or records remain confidential (except that the obligations shall continue if ~~ECRMC~~IVHD Protected Information, UCSD Protected Information or Work Product are disclosed and lose their confidential nature through improper means, including, but not limited to, any breach of this Agreement or otherwise) and shall survive the termination of this Agreement.

(e) Ownership of Records and Copies. Any and all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases,

etc. pertaining to Medical Records, ~~ECRMC~~IVHD Protected Information and Work Product that are made or received by UCSD in the course of its engagement with UCSD shall be deemed to be the property of IVHD. Any and all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to UCSD Protected Information that are made or received by IVHD in the course of its engagement with UCSD shall be deemed to be the property of UCSD.

~~(f) —Return Upon Termination. ECRMC. Any and~~ Upon termination of this Agreement for any reason, (i) UCSD shall deliver to IVHD all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. ~~pertaining to UCSD Protected Information that are made or received by ECRMC in the course of its engagement with UCSD shall be deemed to be the property of UCSD.~~

(g) ~~Return Upon Termination. Upon termination of this Agreement for any reason, (i)~~ UCSD shall deliver to ~~ECRMC~~ all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to Medical Records, ~~ECRMC~~IVHD Protected Information and Work Product and all other property of ~~ECRMC~~IVHD, to the extent in UCSD's possession or under UCSD's custody or control, within ten (10) business days, provided however, ~~ECRMC~~IVHD agrees that UCSD may retain a copy of such information for litigation, dispute resolution purposes and similar purposes and (ii) ~~ECRMC~~IVHD shall, deliver to UCSD all documents, records and copies of records, including, but not limited to, hard copies or copies stored on a computer or disk, e-mail, databases, etc. pertaining to UCSD Protected Information and all other property of UCSD, to the extent in ~~ECRMC's~~IVHD's possession or under ~~ECRMC's~~IVHD's or custody or control, within ten (10) business days. Each Party shall maintain such records for the longer of the applicable period under law or five (5) years and afford access to such information upon the other Party's reasonable request.

(h) Violations. In the event of any violation of these confidentiality obligations, a Party shall be authorized and entitled to obtain immediate and permanent injunctive relief, as well as any other relief permitted by law. Each Party waives any requirement that the other Party post a bond as condition for obtaining any such relief.

(i) The provisions of this Section ~~15.2~~16.2 shall survive the expiration or sooner termination of this Agreement.

~~16.3.~~17.3. Remedies. The Parties agree that an aggrieved party who is the beneficiary of any restriction contained herein may not be adequately compensated for damages for a breach of the covenants contained in this ARTICLE XV and such aggrieved party shall be entitled to injunctive relief and specific performance in addition to all other remedies. If a court of competent jurisdiction shall finally determine that the restraints provided for in this ARTICLE XV are too broad as to the activity, geographic area or time covered, said activity, geographic area or time covered will be reduced to whatever extent the court deems necessary, and such covenant shall be enforced as to such reduced activity, geographic area or time period.

~~ARTICLE XVII~~ARTICLE XVIII

GENERAL PROVISIONS

~~17.1.~~18.1. Regulatory Compliance. The Parties agree that no part of this Agreement shall be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement or any other agreement between

~~ECRMC~~IVHD and the UCSD that either party refer any patients to any healthcare provider or purchase any healthcare goods or services from any source. No payment made under this Agreement shall be in return for such referral or purchase. In particular, while UCSD may develop and recommend marketing/community outreach strategies and implement marketing/community outreach strategies on behalf of ~~ECRMC~~IVHD, UCSD shall not actively and directly market the Healthcare Facilities to actual or potential patients or referral sources and shall not bring patients or induce referrals to the Healthcare Facilities. All direct marketing of the Healthcare Facilities and community liaison activities shall be performed by Facility employees or contractors.

(a) Representations and Warranties. ~~ECRMC~~IVHD and UCSD each represents and warrants that it is and shall remain throughout the Term in compliance, in all material respects, with all applicable federal and state laws and regulations related to this Agreement and the services to be provided hereunder, including without limitation, statutes and regulations related to fraud, abuse, false claims/statements, referrals, prohibition of kickbacks and the Health Insurance Portability and Accountability Act. The Parties further represent, warrant and covenant to each other that as of the date of this Agreement, and for the Term, with respect to any applicable federal health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)) (collectively, the “Programs”): neither (i) the representing party; (ii) any individual with a direct or indirect ownership of five percent (5%) or more of the representing party; nor (iii) any director, officer, or, to the knowledge of such Party, employee of the representing party; has ever been debarred, suspended or excluded from any Program. Each Party covenants to immediately notify the other in writing if this representation is no longer true, or if such Party is sanctioned or has a civil monetary penalty levied under any program.

(b) Severability. In the event that any clause or provision of this Agreement is determined to be illegal, that provision or clause shall be deemed unenforceable and invalidated. Upon invalidation of a provision or clause of the Agreement pursuant to this Section, the Parties shall exercise their best efforts to renegotiate the Agreement to comply with the requirements of law, amending the Agreement, if necessary, in accordance with the provisions contained in this Agreement. If the Parties fail to reach such an accommodation after ninety (90) days following a written request by either of the Parties to discuss such an accommodation, then either Party may terminate this Agreement upon thirty (30) days written notice, with no further obligations, financial or otherwise, to the other Party.

~~17.2.~~18.2.Access to Records. Until the expiration of four (4) years after furnishing of services pursuant to this Agreement or other time period required by applicable law, UCSD shall upon written request, make available to the Secretary of the Department of Health and Human Services (“HHS”), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by ~~ECRMC~~IVHD under this Agreement. This provision will apply if the amount paid under this Agreement is \$10,000 or more over a twelve (12) months period. The availability of UCSD’s books, documents and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. UCSD’s disclosure under this provision will not be construed as a waiver of any legal rights to which UCSD or ~~ECRMC~~IVHD may be entitled under statute or regulation.

~~17.3.~~18.3.HIPAA. As required by law, the Parties shall execute a Business Associate Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy and Security Rules.

~~17.4.~~18.4.Notices. The Parties agree as follows:

(a) Any notice, demand, letter or other communication required, permitted, or desired to be given hereunder shall be deemed effectively given when either personally delivered, or when received

by electronic means (including email) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to ECRMC: ~~El Centro Regional Medical Center~~
~~1415 Ross Ave.~~
~~El Centro, CA 92243~~
If to IVHD: Christoper Bjornberg
Attention: ~~Pablo Velez~~, Chief Executive Officer
Email: ~~Pablo.Velez@ecrme.org~~

601 Heber Avenue
Calexico, CA 92231
Email: cbjornberg@iv-hd.org

With a copy to: ~~ECRMC, Legal~~ Adriana R. Ochoa
IVHD General Counsel
~~1415 Ross Ave.~~
~~El Centro, CA 92243~~
~~Attn: Douglas Habig~~
Email: ~~Douglas.Habig@ecrme.org~~

If to the City: ~~City of El Centro~~
~~Attn: City Manager Cedric Cesena~~
~~1275 Main St.~~
~~El Centro, CA~~
Email: ~~ccesena@cityofelcentro.org~~

With a copy to: ~~Elizabeth Martyn, City Attorney~~
~~Cole Huber~~
~~2855 East Guasti Road, Ste. 402~~
~~Ontario, CA 91761~~
Email: ~~emartyn@colehuber.com~~
3611 Valley Centre Drive, Suite 500
San Diego, California 921320
Email: arochoa@swlaw.com

If to UCSD: UC San Diego Health
6363 Greenwich Drive, 0891 Suite 100
San Diego, California 92122
Attention: Patricia S. Maysent, Chief Executive Officer
~~E-Mail: pmaysent@ucsd.edu~~
E-Mail: pmaysent@ucsd.edu

With a copy to: UC Legal-UC San Diego Office of Campus counsel
Office of Legal Affairs
9500 Gilman Drive, MC 0933
San Diego, California 920923

Attention: Veronica Marsich, Chief Health Counsel
Email: ~~vmarsich@ucsd.edu~~ vmarsich@ucsd.edu

or at such other address as one Party may designate by notice hereunder to the other Parties.

(b) Each Party shall have the right to change its address, the Person to whose attention copies of notices and other communications are to be given to it, and the Person to whom copies of notices and other communications to it are to be given by written notice to all of the other notice recipients in the manner provided in this Section ~~17.5.16.4.~~

~~17.5.18.5.~~Immunity of Individuals. Except with regard to claims for fraud, intentional misrepresentation, or willful misconduct, no recourse or liability for any matter or obligation pertaining to this Agreement or the Parties hereto, or for any claim based thereon or upon any obligation, covenant, or agreement herein shall be had or suffered by any present, or future officer, member, trustee, director, employee, or agent of ~~City~~, UCSD or ~~ECRMC~~IVHD, whether directly or indirectly, and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the Closing hereunder.

~~17.6.18.6.~~Fees and Expenses. UCSD, ~~ECRMC~~ and ~~the City~~IVHD shall each bear their respective legal, accounting and other expenses in connection with the Transaction. The fees and expenses allocable to ~~ECRMC~~IVHD will be paid by ~~ECRMC~~IVHD and not paid by or charged to UCSD. The fees and expenses allocable to UCSD will be paid by UCSD ~~and not charged after Closing to ECRMC~~. If any action is brought by any Party to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its court costs and reasonable attorneys' fees. As used herein, the term "reasonable attorneys' fees" means reasonable attorneys' fees actually incurred at standard hourly rates.

~~17.7.18.7.~~Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of ~~City~~, UCSD, ~~ECRMC~~ and IVHD and each of their respective successors in interest, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

~~17.8.18.8.~~Further Assurances. Each of the Parties agrees, to sign and deliver such other documents and instruments, and take such other action, as reasonably may be requested by or on behalf of another Party further to implement, evidence and perfect the transactions encompassed by this Agreement, in each instance with reasonable promptness after such a request is made. Notwithstanding the foregoing, no Party to which or whom such a request is made, including but not limited to (a) furnishing documents; (b) filing reports, returns, applications, filings and other documents and instruments; (c) assisting in good faith in any litigation, threatened litigation or claim and cooperating therein with other parties and their advisors and representatives, including providing relevant documents and evidence and maintaining confidentiality in connection with such litigation or threatened litigation or claims against the Party from whom such cooperation is requested; (d) cooperating with each other in exercising any right or pursuing any claim related to this Agreement, whether by litigation or otherwise, other than rights and claims running against the Party from which such cooperation is requested; and (e) cooperating with each other to finalize and file payor reports and reconciliations, and to comply with any payor audit requests. Notwithstanding the foregoing, no Party to which or whom such a request is made shall, in satisfying the request, be obligated to assume any liability or undertake any obligation not specifically provided for herein.

~~17.9.18.9.~~Severability; Invalid Provisions. If any provision of this Agreement finally is determined to be invalid or otherwise unenforceable, such partial invalidity shall not cause the remaining provisions of this Agreement to be invalid or otherwise unenforceable; provided, however, that (a) if such invalidity or unenforceability frustrates any material expectancy of any Party and/or Parties, the Parties agree to negotiate

in good faith for a period of sixty (60) days and reach an equitable solution as to the fair compensation to be received by the Party and/or Parties whose material expectancy has been frustrated, which compensation shall be provided by the Party and/or Parties benefitting from the invalidity or unenforceability, and (b) if, for any reason, the agreements of the Parties constituting the equitable solution are not duly performed or an equitable solution acceptable to all Parties is not reached within such sixty (60) day period, such dispute shall be resolved by appropriate judicial proceedings.

~~17.10.~~18.10.Legal Advice and Reliance. Except as expressly provided in any Transaction Document, none of the Parties (nor any of the Parties' respective Representatives) has made or is making any representations to any other Party (or to any other Party's Representatives) concerning the consequences of the Transactions under applicable Law, including Tax-related Laws or under the Laws governing the Government Programs. Except for the representations and warranties made in any Transaction Document, each Party has relied solely upon the Tax, Government Program and other advice of its own Representatives engaged by such Party and not on any such advice provided by any other Party.

~~17.11.~~18.11.No Interference. Each Party acknowledges and agrees to the following: (a) all of the Parties are sophisticated and represented by experienced healthcare and transactional counsel in the negotiation and preparation of this Agreement; (b) this Agreement is the result of lengthy and extensive negotiations between the Parties and an equal amount of drafting by all Parties; (c) this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations; and (d) no inference in favor of, or against, any Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

~~17.12.~~18.12.Entire Agreement; Amendment. Except for documents and agreements signed and delivered pursuant to this Agreement, this Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties. This Agreement may not be amended or modified unless pursuant to a written instrument which refers specifically to this Agreement and is signed by all of the Parties directly affected thereby.

~~17.13.~~18.13.Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes or other work interruptions by any Party's employees or any other similar cause beyond the reasonable control of a non-performing Party.

~~Binding Agreement.~~

~~17.15.~~18.14.Remedies; Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. A waiver shall be applicable only in the specific instance for which it is given. To the maximum extent permitted by Law, (i) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (ii) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

~~17.16.~~18.15.Headings; Exhibits; Defined Terms. Headings and titles of articles, sections and exhibits herein are included for convenience only and shall not be considered a part of this Agreement when interpreting or enforcing this Agreement. All exhibits to this Agreement to which reference is made in this Agreement are incorporated in, and shall constitute a part of, this Agreement by reference thereto. All defined terms used in

this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context and/or particular facts may require.

~~17.17.~~18.16.Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will be deemed one instrument. Acceptance by electronic mail or by facsimile will be deemed binding. The execution of this Agreement and all amendments hereto may be effected by portable document format (".pdf") or DocuSign signatures, all of which shall be treated as originals. UCSD, ~~ECRMC~~ and ~~City~~IVHD each intend to be bound by its respective .pdf or DocuSign transmitted signature, and is aware that the other Party(ies) will rely thereon, and each party waives any defenses to the enforcement of this Agreement delivered by facsimile or .pdf or DocuSign transmission.

~~17.18.~~18.17.The Regents of the University of California. Each Party acknowledges that The Regents has entered into this Agreement solely on behalf of and with respect to UCSD, and any medical center, hospital, clinic, medical group, physician, or health or medical plan or program, business or operating unit, enterprise, or facility, that is or may be owned or controlled by, UCSD. The Regents has not entered into this Agreement on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan or program that is or may be owned, controlled, governed or operated by, or affiliated with, The Regents, including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the "Excluded UC Affiliates"). In light of the foregoing, each Party further acknowledges and agrees that, notwithstanding any other provision contained in this Agreement:

(a) All obligations of UCSD under this Agreement shall be limited to The Regents as and when acting solely on behalf of or with respect to UCSD and shall in no way obligate, be binding on or restrict the business or operating activities of any of the Excluded UC Affiliates or The Regents as and when acting on behalf of or with respect to any of such Excluded UC Affiliates;

(b) None of the Excluded UC Affiliates shall constitute or be deemed to constitute an "Affiliate" of UCSD for any purpose under this Agreement, and none of the Excluded UC Affiliates shall be subject to any limitations set forth herein that may otherwise be applicable to Affiliates; and

(c) UCSD, through The Regents or otherwise, shall have the right to participate in, provide services under, contract as part of, and otherwise be involved in the management or operation of, any health or medical insurance or benefit plan, program, service or product that is sponsored or offered in whole or in part by The Regents on a system-wide basis.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have signed and delivered this Joint Powers Agreement effective as of the Effective Date.

ECRMC:

~~EL CENTRO REGIONAL MEDICAL CENTER~~

IVHD:

IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____
Name: _____
Its: _____

UCSD:

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ACTING THROUGH AND FOR THE
UNIVERSITY OF CALIFORNIA, SAN
DIEGO HEALTH**

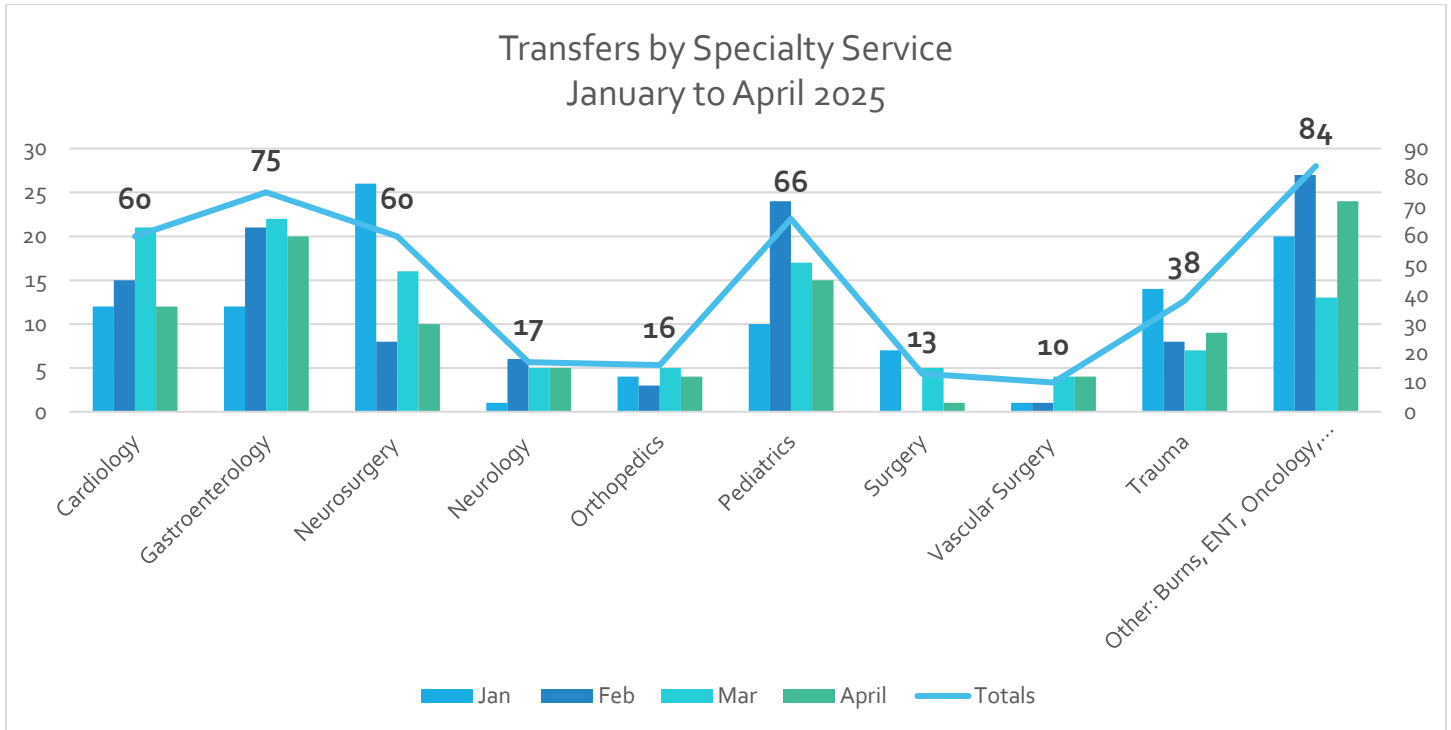
By: _____
Name: _____
Its: _____

CITY:

THE CITY OF EL CENTRO

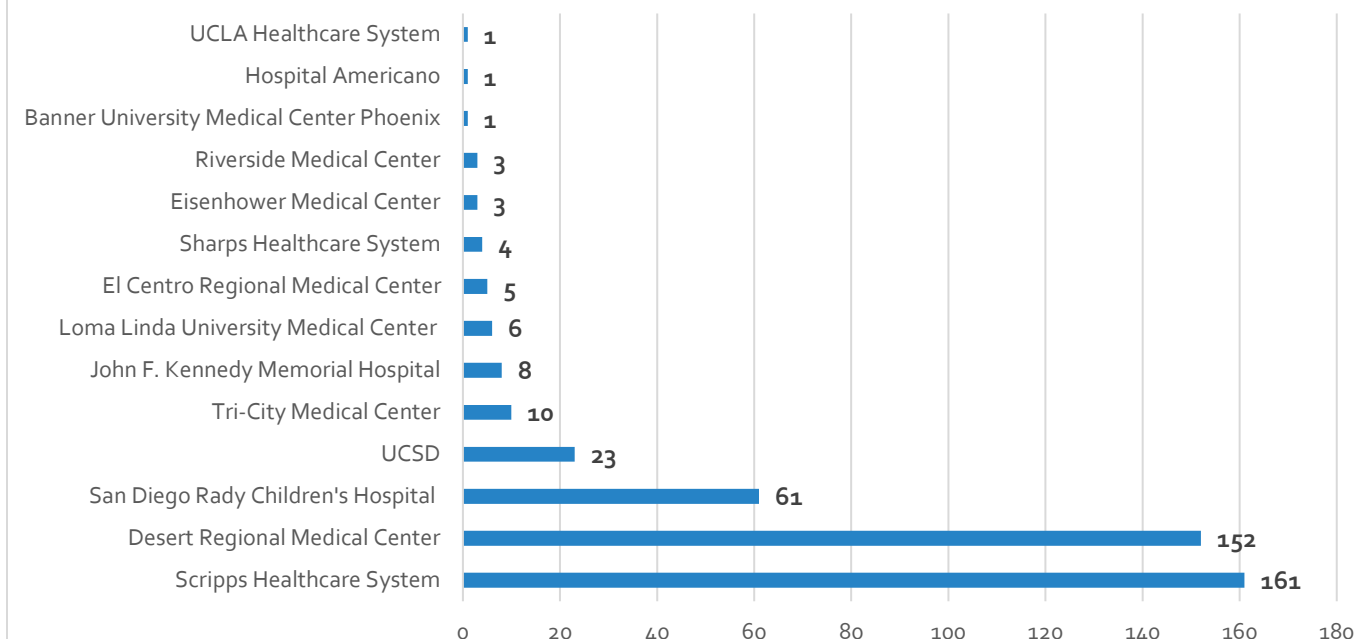
By: _____
Name: _____
Its: _____

Board of Directors Meeting – Chief Nursing Officer Report
June 2025



Specialty	January	February	March	April	Totals
Cardiology	12	15	21	12	60
Gastroenterology	12	21	22	20	75
Neurosurgery	26	8	16	10	60
Neurology	1	6	5	5	17
Orthopedic	4	3	5	4	16
Pediatrics	10	24	17	15	66
Surgery	7	0	5	1	13
Vascular Surgery	1	1	4	4	10
Trauma	14	8	7	9	38
Other: Burns, ENT, Oncology, Ophthalmology, Podiatry, Urology	20	27	13	24	84
January through April 2025	107	113	115	10	439

Total Transfers by Accepting Facility January - April 2025



Accepting Facilities	January	February	March	April	Total
Scripps Healthcare System	40	42	37	42	161
Desert Regional Medical Center	38	27	51	36	152
San Diego Rady Children's Hospital	10	22	15	14	61
UCSD	5	6	4	8	23
Tri-City Medical Center	6	1	3	0	10
John F. Kennedy Memorial Hospital	1	4	2	1	8
Loma Linda University Medical Center	0	3	2	1	6
El Centro Regional Medical Center	2	3	0	0	5
Sharps Healthcare System	1	2	1	0	4
Eisenhower Medical Center	0	3	0	0	3
Riverside Medical Center	3	0	0	0	3
Banner University Medical Center Phoenix	1	0	0	0	1
Hospital Americano	0	0	0	1	1
UCLA Healthcare System	0	0	0	1	1
Totals	107	113	115	104	439

The total number of Emergency Department visits January through April was 15,834 with 439 visits (2.7%) resulting in transfers to other facilities. The top specialties for transfers were Neurology and Neurosurgery (62 combined), Pediatrics, Gastroenterology and Cardiology.

- **Gastroenterology transfers** were primarily due to the need for definitive GI intervention/management and intervention, often involving critically ill patients requiring specialized care. The Scripps Affiliation committee reported expected gaps in their GI coverage during the summer.
- **Cardiology transfers** were mainly for emergent catheterizations or other invasive cardiac procedures. We hope to resume our diagnostic procedures at PMH soon.
- **Pediatric transfers** were typically required for higher-level care or pediatric specialty services not available at the current facility (i.e., genetic counseling, pediatric surgery, pediatric neurology, and pediatric critical care).



Board of Directors Meeting – Chief Nursing Officer Report

June 2025

Staffing:

	New Hires	In Orientation	FT to PD status	Resignations	Open Positions
Medical Surgical	2	4	0	1	5
Intensive Care Unit	0	0	0	0	1
Pediatrics	0	0	0	0	1
Emergency Department	2	0	0	3 (2 PD)	8
Perioperative Services	0	8 (5 ST, 1 Anesthesia Tech, 1RN)	0	2	2
Perinatal Services	1	2	0	2	7
NICU	2	0	0	0	1
Cardiopulmonary Services	1(RCP)	1(RCP)	0	1(RCP)	1(RCP)
Case Management	0	0	0	0	2
Totals	8	15	0	9	28

Travelers:

- (3) Labor and Delivery Nurses: 3 Day shift
- (2) Emergency Department - Night shift
- (2) Neonatal Intensive Care Unit: 1 Day shift, 1 Night shift

Notable Updates:

Nursing Administration:

Barcode Medication Administration:

BCMA					
1Q2025	January 2025	February 2025	March 2025	April 2025	May 2025
87.68%	83.70%	88.63%	90.71%	91.88%	91.4%

- **Patient Experience – 1Q2025**
 - **Overall Score** — 1Q25 **66.7%** ↓ (4Q24 69.5%) 4Q2024 69.5%
 - **Communication with Nurses** – 1Q25 **80%** ↑
 - **Communication with Doctors** – 1Q25 **81%** ↑

HCAHPS					
	1Q2025	4Q2024	3Q2024	2Q2024	1Q2024
Overall	66.7%	69.5%	69.7%	84.6%	73.7%
Communication With Nurses	80%	76.7%	78.2%	76.3%	79.6%
Communication With Doctors	81%	80.2%	73.1%	82.8%	81.8%

- **Quality**

- DNV Annual Survey completed 6/3 & 6/4
 - Total of 6 nonconformities –
 - **(3) Level 1** Absence of one or more required system elements; a group of level 2 NC indicating inadequate implantation or effectiveness of the system relevant to an element of the standard.
 - **(3) Level 2** – A single system failure or lapse in conformance with a procedure relating to the applicable standard.

Nurse Residency Program

Student Nurse Interns	17
20/40 Program students	9
Newly Hired Novice Nurses (RNIP)	14

- PMH Nurse Executive Council participated in the IVC RN/LV Graduation Pinning ceremony on 6/4/2025.
- Twenty new graduate nurses from the IVC Spring 2025 cohort have been hired: 6 for the Emergency Department (ED), 8 for Med-Surg (MS), 1 for the Operating Room (OR), and 5 for Obstetrics (OB)
- **Research Council** meeting held on May 28th
 - 1 completed MSN project- PMH employee
 - 1 current DNP project-PMH employee
 - Working with council to formulate ideas for project as well as mentorships.

Emergency Department:

ED Throughput Metrics			
INDICATOR	GOAL	1 ST QUARTER	MAY
Average Daily Visits	>125 Patients	137 Patients	130 minutes
Median Time to Triage	<10 minutes	10 minutes	8 minutes
Average Length of Stay for Discharged Patients	<180 minutes	190 minutes	187 minutes
Average Length of Stay for all Patients	<160 minutes	205 minutes	210 minutes
Average Length of Stay for all Transfers	<160 minutes	511 minutes	446 minutes

Medical Surgical Department:

Inpatient Throughput						
INDICATOR	GOAL	1Q2024	1Q2025	MARCH 2025	APRIL 2025	MAY 2025
Time of Orders Written to Head in Bed	90 min	372 min	220 min	130 min	111 min	123 min

Case Management:

Indicator		Goal	Jan	Feb	Mar	Apr	May	Average / Total
Acute LOS	Average Daily Census		57	46	44	45	N/A	
	GMLOS (Expected)		3.62	3.49	3.53	3.5	3.37	3.42
	ALOS (Actual)	<4.50	3.75	2.93	2.65	2.56	2.76	2.86
Case Mix Index	Acute: Case Mix Index (CMI)	>1.40	1.473	1.41	1.28	1.33 ↑	1.29	1.35
	Acute: Medicare CMI	>1.55	1.59	1.54	1.48	1.47	1.62	1.53
Medicare	Medicare One-Day Stay Count		8	13	12	11	16	12.00
	% Medicare 1-day Stays		7	13	12	15	14	12.05
Observation	Total Observation Cases		33	24	39	17	22	30.57
	Observation to IP Converted		23	5	15	4	8	15.00
	Observation % Conversion Rate		69.7	20.8	38.5	23.5	36.4	45.19
Readmissions	All Cause Hospital Wide Readmissions (HWR)	<10	3.86	6.16	3.62	4.05	2.93	4.49

*N/A= not available at time of report



Board of Directors Meeting – Chief Nursing Officer Report June 2025

Perioperative Services:

	Goal	JAN 2025	FEB 2025	MARCH 2025	APRIL 2025
First Case On-Time Starts (%)	≥ 90%	65.9	70.8	59.7	69.1
Day Of Surgery Cancellation Rate (%)	≤ 5%	3.2	2.5	2	4.1
Time-Out Compliance (%)	100%	98	98	98	99
Case Volumes Including Robotics	YTD-1578	497	348	385	348
Robotics	YTD-70	19	11	11	17
IUSS	0%	0	0	0	0

Cardiopulmonary Services:

- Cardiopulmonary and NICU Departments were featured in the Desert Review Local Newspaper for receiving \$25K in funding from the PMH Women's Auxiliary, enabling us to purchase four additional Bubble N-CPAP systems for our NICU- excellent publicity for IVHD.

Perinatal Department:

- Staff are completing the state-mandated modules for SB 464 (Dignity in Pregnancy and Childbirth) and AB 2319 (Gender-Inclusive Care and Intersectionality).
- Participating in the BETA Quest for Zero Initiative – Brings additional training for clinical and medical staff, supports the creation of a triaging system. In addition, there is a potential annual contribution or premium renewal credit of up to 6%.

Neonatal Intensive Care Unit:

- First 5 award recipient:** \$139,994 - for the [Neonatal Stabilization Project](#). The project's main goal is to provide safe care to neonates during the first critical few minutes of their life, using technology equipped with updated resuscitative equipment for optimum patient outcomes.

Pediatrics:

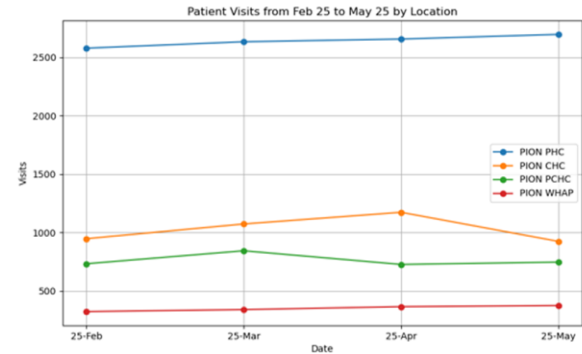
- First 5 award recipient:** \$15,000 - [Asthma Prevention and Management Program](#). Grant will provide resources for staff training, and patient and family outreach and engagement activities.

REPORT DATE	MONTHLY STATUS REPORT	PREPARED BY
Date: May 2025 Activity	Chief of Clinic Operations	Carly Zamora, MSN, RN

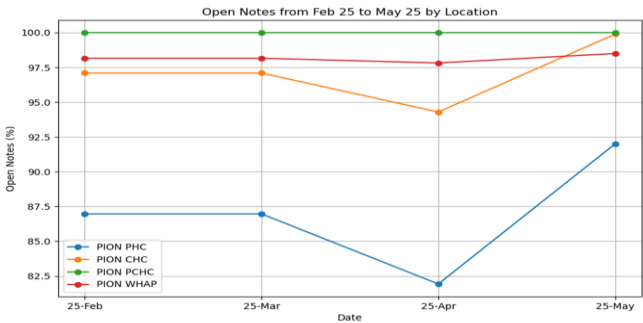
2025 IVHD/PMH AMBULATORY DIVISION RHC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Staffing:	Ongoing	N/A	All positions filled
DNV	Completed	None	DNV Audited PHC and Women's Health, no findings
Reviewing Expansion of RHC	Early Stages	N/A	HOLD: Pending Compliance Team
Quest Interface	100%	N/A	Went live, no issues
Stats			See below:

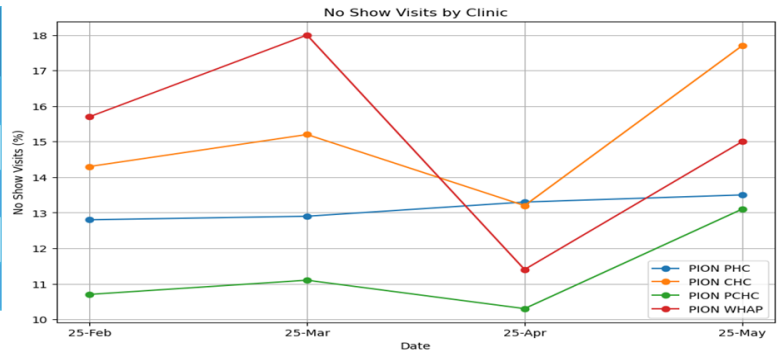
Total Patient Visits 4745	Patient Visits			
	Clinic	25-Apr	25-May	Variance
	PION PHC	2655	2695	40
	PION CHC	1174	925	-249
	PION PCHC	728	748	20
	PION WHAP	367	377	10
	Total	4924	4745	



Total Locked Notes 97.6%	Open Notes			
	Clinic	25-Apr	25-May	Variance
	PION PHC	81.92%	92.00%	10.08%
	PION CHC	94.29%	99.90%	5.61%
	PION PCHC	100.00%	100.00%	0.00%
	PION WHAP	97.82%	98.50%	0.68%
	Total	93.50%	97.60%	



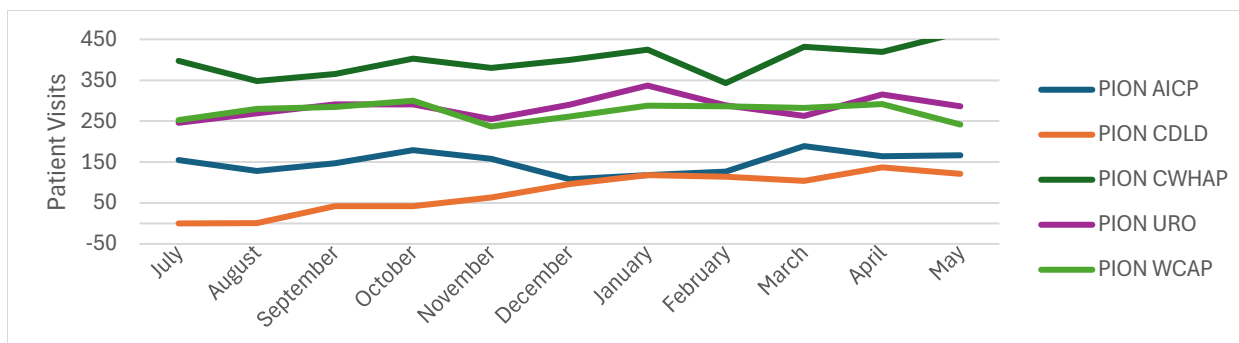
Average No Show Visits 14.8%	No Show Visits			
	Clinic	25-Apr	25-May	Variance
	PION PHC	13.30%	13.50%	0.2%
	PION CHC	13.20%	17.70%	4.5%
	PION PCHC	10.30%	13.10%	2.80%
	PION WHAP	11.40%	15.00%	3.60%
	Total	12.05%	14.83%	



2025 IVHD/PMH AMBULATORY DIVISION OPD SPECIALITY CLINIC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
GI	Ongoing	None	Reviewing Referrals and streamlining staffing.
DNV	Completed	None	Audited Wound Care, no findings
Staffing ECM	Ongoing	TBD	Currently reviewing staffing due to grant funding
Staffing	Ongoing	N/A	1 FT LVN Position Opening Float, 1 RN Position Infusion Center
Quest Interface	Completed	N/A	Went live with Quest Interface in Cerner, no issues
Stats			See below:

Total Visits 1,341				Average No Show Rate 6.5%				Total Locked Notes 91.5%				Average Pt Satisfaction Q3 - 82.3%			
Patient Visits				No Show Rate				Closed Notes				Patient Satisfaction - Net Promoter Score			
Clinic	Last Month	This Month	Variance	Clinic	Last Month	This Month	Variance	Clinic	Last Month	This Month	Variance	Clinic	FY25 Q2	FY25 Q3	FY25 Q4
Ambulatory Infusion	164	167	2%	Center for Digestive & Liver Disease	9.0%	8.3%	-7.8%	Ambulatory Infusion	100%	100%	0%	Ambulatory Infusion	60	87.5	Pending
Center for Digestive & Liver Disease	137	121	-12%	Surgical Health - Urology	8.2%	8.3%	1.2%	Center for Digestive & Liver Disease	91%	94%	3%	Center for Digestive & Liver Disease	80	83.3	Pending
Comprehensive Women's Health	419	467	11%	Comprehensive Women's Health	6.3%	7.4%	17.5%	Comprehensive Women's Health	94%	98%	4%	Comprehensive Women's Health	68.2	73.2	Pending
Surgical Health	58	58	0%	Surgical Health	6.3%	5.7%	-9.5%	Surgical Health	100%	81%	-19%	Surgical Health	66.7	88.9	Pending
Surgical Health - Urology	315	286	-9%	Wound Clinic	4.5%	8.3%	84.4%	Surgical Health - Urology	85%	84%	-1%	Surgical Health - Urology	93.9	78.6	Pending
Wound Clinic	292	242	-17%	Ambulatory Infusion	1.4%	1.1%	-21.4%	Wound Clinic	100%	100%	0%	Wound Clinic	No Data	No Data	Pending



2025 IVHD/PMH AMBULATORY DIVISION PHYSICAL THERAPY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
DNV	Completed	N/A	Audited Physical Therapy, one finding addressed
Staffing	Ongoing	N/A	1 PT Physical Therapy Assistant opening due to 20/40
Cerner on-going	Ongoing	N/A	Reviewing billable codes daily and working with the patient accounting
Inpatient/Outpatient Review	Meetings Ongoing with Nursing	N/A	Internal meetings to discuss inpatient and outpatient workflows and volumes. Skills Fair in the process of being implemented for inpatient.

2025 IVHD/PMH PHARMACY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Staffing	Ongoing	N/A	Currently reviewing staffing metrics.
IVHD Transition	Completed	N/A	DEA licenses approve and posted.
	Completed	N/A	Board of Pharmacy Licenses Received with updates, posted and site visit complete
	Ongoing	N/A	Reviewing and updating contracts to ensure compliance with the new name change to IVHD dba PMH.
Clean Room/Compounding Trailer/Pharmacy Space	Review Stages	N/A	Clean Room Expansion and Compounding Trailer needed reviewing Pharmacy space for possible relocation and reviewing budget.
Provider Collaboration	Ongoing	N/A	Working with providers on updating policies, protocols to better assist our clinical teams and patient care. Reviewing Formulary requests with providers/departments and evaluating drug efficiency and cost.

2025 IVHD/PMH RADIOLOGY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Canon CT Project	Early Stages	. Payments will occur once the scanner is installed and operational	Currently in the early stages, plans reviewed, meetings held in May 2025 on next stages and review of Area.
Creating a Centralized system	100%	None	Finalized with IT and Centralized Scheduling, Live with Notable (Self registering)6/4-Day 1-40% completed forms and Day 2- 50% had completed forms
Staffing	Ongoing	None	Ultrasound Tech PD, RN/LVN FT (New Hire), reviewing applications
Radiology Monthly Meeting Schedule	100%	None	The meeting was held to discuss Radiology orders and workflow with departments.
Stats:			

	24-May	YTD-24	25-May	YTD-25
Nuclear Med	28	173	1	210
DIAGNOSTIC	2,921	14,733	3,266	16,470
DEXA	67	297	70	315
Mammo	219	1,099	217	1,149
MRI	182	880	201	1,050
US	1,481	8,571	1,572	7,562
CT	1,891	8,712	2,178	10,685

2025 IVHD/PMH LABRATORY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	New CDPH applications submitted, 30 days for request changes to be approved.
Staffing	Ongoing	None	3 FT Clinical Laboratory Scientist Position onboarding
Process Improvement	Ongoing	N/A	Monitoring Turnaround time of Emergency Room orders, report to be submitted starting in June, 2025
QuantiFERON Gold Analyzer	100%	Decrease in Annual cost of outsourcing by expected 50k	Implementation and testing to start July 1 st , 2025.

2025 IVHD/PMH CHIEF OF CLINIC OPERATIONS/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Physician Updates	Ongoing	N/A	Recruitment ongoing- 6 pending Provider Contracts (July Board Meeting) PT-GI Physician-Start 2025 PD-Pediatric GI Physician-start 2025 FT-Urologist-Start 2026 Pain Management Renewal Urologist Renewal Cardiology On-Call Renewals
Contracts	Ongoing	N/A	Contract Review ongoing monthly
Locums	Ongoing	N/A	No Current Locums and pending gaps
Projects:			
IT Project (Notable)	Implemented final Phase	Monthly Expense	Implementation of Appointment Reminders, CO-PAYS, Pre-Registration within notable finalized in all Clinics- GO Live for Radiology 6/4 and Infusion Center 6/2
AI (Provider)	Implemented	Monthly Expense	Implemented within the Clinic Settings, currently still onboarding providers, getting more participation- July Go Live for Referral and Order recommendations
Centralized Scheduling	Ongoing	N/A	Working on Internal Review of Referrals, Orders and streamlining the process within all Clinics and Providers. Education to be completed with External Providers and weekly meetings initiated with Admin.
Ring Central (New Call Center Software)	Ongoing	Monthly Expense	Implementation to all Clinics and Radiology completed. Added Ring CX 5/28 (added features call back options, advise caller what number they are in queue, quality review, calls recorded).
Expansion of OP Infusion	Early Stages	N/A	On HOLD:
Grants	Ongoing	N/A	Health Net approved 15 K Grant Health Net Approved Grant for Community Health Worker Path Cited Grant Submitted 5/2/2025 Additional documentation requested and submitted.
IVHD Transition	Ongoing	N/A	Meet weekly

2025 IVHD/PMH CENTRALIZED SCHEDULING

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Staffing	Ongoing	N/A	3 FT Temp positions posted, interviews held
Referral Process Review	Ongoing	N/A	Weekly Meetings with Admin/Consultant

Call Center Review	Ongoing	N/A	Weekly Meetings with Admin/Consultant
Referral/Order Stats	Ongoing		Working on identifying accurate reporting and completing mapping

