IMPERIAL VALLEY HEALTHCARE DISTRICT

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
REGULAR MEETING OF THE BOARD OF DIRECTORS
THURSDAY, July 24, 2025, 6:00 P.M.

601 Heber Ave. Calexico, CA 92231

Join Microsoft Teams
Meeting ID: 233 220 626 910 9
Passcode: j42DS9fJ

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 themself, 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 June 26, 2025
   b. Approve and file PMH Expenses/Financial Report June 2025

9. **Items for Discussion and/or Board Action:**
   a. MEDICAL STAFF REPORT – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/procedures/forms, or other related recommendations

   b. Staff Recommends Action to Authorize: Authorization to approve Emergency On-call for Dr. Athar A. Ansari, M.D.
      Presented by: Carly Zamora/Christopher R. Bjornberg
      Contract Value: value varies depending on coverage
      Contract Term: 2 Years
      Budgeted: Yes
      Budgeted Classification: On-call

   c. Staff Recommends Action to Authorize: Authorization to approve Emergency On-call for Dr. Mobin Malik, M.D.
      Presented by: Cary Zamora/Christopher R. Bjornberg
      Contract Value: value varies depending on coverage
      Contract Term: 2 Years
      Budgeted: Yes
      Budgeted Classification: On-call

   d. Staff Recommends Action to Authorize: Authorization to approve Pain Management Professional Service Agreement for Anesthesia Medical Group of Imperial Valley
      Presented by: Carly Zamora/Christopher Bjornberg
      Contract Value: Compensation is based on coverage and depends based on visits, volumes and wRVU. Administration compensation does not exceed $25,000 per contract year.

Contract Term: 3 years
Budgeted: Yes
Budgeted Classification: Professional Fees

e. Staff Recommends Action to Authorize: Review and approve the updated premium for Beazley Breach Response (BBR) endorsement for Imperial Valley Healthcare District.
Presented by: Carly Loper
Contract Value: $54,169.50 (previous quote was $48,169)
Contract Term: One Year Agreement (July 1, 2025 to June 30, 2026)
Budgeted: Yes
Budgeted Classification: Insurance

f. Action Item: Approval of Resolution No. 205-0724, Resolution of the Imperial Valley Healthcare District Board of Directors Authorizing the Acquisition of Property.

g. Discussion and Possible Action Item: Modify Regular Board Meeting Dates

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. Closed Session

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code 54957(b)(1))
- Title: Chief Executive Officer

13. Adjournment

a. The next regular meeting of the Board will be held on August 14, 2025, at 6:00 p.m.

POSTING STATEMENT

A copy of the agenda was posted July 18, 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
July 10, 2025
REGULAR BOARD MEETING

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 10th OF JULY AT 207 W. LEGION ROAD CITY OF BRAWLEY, 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 in open session at 6:07 pm by Katie Burnworth.

2. **ROLL CALL-DETERMINATION OF QUORUM:**

President	Katherine Burnworth
Vice-President	Laura Goodsell
Secretary	Arturo Proctor
Trustee	Enola Berker
Trustee	Rodolfo Valdez
Trustee	James Garcia

ABSENT:
Donald W. Medart Jr. - Treasurer

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 Goodsell and second by Director Garcia to move the closed session item to the end of the meeting and otherwise approve the agenda for July 10, 2025. Motion passed by the following vote wit:

   AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
   NOES: None

6. **PUBLIC COMMENT TIME:**
   Ron Rubin spoke on his concerns on the El Centro Regional contract.

7. **BOARD COMMENTS:**
   a. Brief reports by Directors on meetings and events attended. Schedule of upcoming Board meetings and events.

      None

b. Report by Education and Outreach Ad-Hoc Committee

Director Garcia reported that they had organized through their PR consultant an interview with Univision where they discussed federal aid and cuts. The Ad Hoc is continuing with TV and local radio the “stronger together” effort and continuing print efforts as well with local newspapers. They continue to coordinate marketing efforts in conjunction with El Centro Regional Medical Center.

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

Legal Adriana reported that we continue to work with the City of El Centro regarding the Asset Transfer Agreement already approved by ECRMC and IVHD, and we hope City Council will approve it at their Council meeting next week.

8. CONSENT CALENDAR:

Motion was made by Director Goodsell and second by Director Proctor to approve the consent calendar item A minutes for June 26, 2025. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

9. ACTION ITEMS:

a. Action Item: Policy and Procedure: Life Safety Management Control Plan

Motion was made by Director Goodsell and second by Director Garcia to approve the Policy and Procedure: Life Safety Management Control Plan. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

b. Action Item: Policy and Procedure: Antimicrobial Stewardship Program

Motion was made by Director Goodsell and second by Director Garcia to approve the: Policy and Procedure: Antimicrobial Stewardship Program. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

c. Action Item: Policy and Procedure: Criteria for Case Referrals to Morbidity and Mortality Meetings - NICU

Motion was made by Director Goodsell and second by Director Garcia to approve the Policy and Procedure: Criteria for Case Referrals to Morbidity and Mortality Meetings - NICU. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

d. Action Item: Policy and Procedure: Standardized Procedure for Registered Nurses: Hypoglycemia in the Newborn

Motion was made by Director Goodsell and second by Director Garcia to approve the Policy and Procedure: Standardized Procedure for Registered Nurses: Hypoglycemia in the Newborn. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

e. Action Item: Policy and Procedure: Neonatal Resuscitation Work Instruction

Motion was made by Director Goodsell and second by Director Garcia to approve the Policy and Procedure: Neonatal Resuscitation Work Instruction. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

f. Action Item: Policy and Procedure: Prevention of Surgical Site Infections

Motion was made by Director Goodsell and second by Director Garcia to approve the Policy and Procedure: Prevention of Surgical Site Infections. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

g. Action Item: Policy and Procedure: Utilization Management Plan

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

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

h. Staff Recommends Action to Authorize: Purchase of one BD Fiber Dust Thulium Laser system
Presented by: Carol Bojorquez
Contract Value: $120,305.00
Contract Term: One time purchase
Budgeted: Yes
Budgeted Classification: Medical Equipment, Surgery Department

Motion was made by Director Berker and second by Director Proctor to approve the Purchase of one BD Fiber Dust Thulium Laser system. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

i. Staff Recommends Action to Authorize: Purchase of a De Soutter OrthoDrive Sagittal Saw Handpiece and Rotary Handpiece Power System.
Presented by: Carol Bojorquez
Contract Value: $ 55, 821.26
Contract Term: One time purchase
Budgeted: Yes
Budgeted Classification: Medical Equipment, Surgery Department

Motion was made by Director Goodsell and second by Director Proctor to approve the Purchase of a De Soutter OrthoDrive Sagittal Saw Handpiece and Rotary Handpiece Power System. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

j. Staff Recommends Action to Authorize: Renewal of annual agreement between Dr. Terence Mulvany M.D. ("Dr. Mulvany") and Imperial Valley Healthcare District dba Pioneers Memorial Hospital ("IVHD"), whereby Dr. Mulvany will provide Occupational Medicine services to employees of IVHD.
Presented by: Christopher R. Bjornberg
Contract Value: $15,000 Estimated
Contract Term: Contract agreement- 1 year
Budgeted: Yes
Budgeted Classification: Professional Fees

Motion was made by Director Berker and second by Director Valdez to approve the Renewal of annual agreement between Dr. Terence Mulvany M.D. ("Dr. Mulvany") and Imperial Valley Healthcare District dba Pioneers Memorial Hospital ("IVHD"), whereby Dr. Mulvany will provide Occupational Medicine services to employees of IVHD. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

k. Staff Recommends Action to Authorize: Authorization to approve Professional Service Agreement and Emergency On-call for Dr. Idrees Suliman, M.D.
Presented by: Carly Zamora
Contract Value: approximately $330,000 annually value varies depending on wRVU incentives and demands and on-call demands.
Contract Term: 3 years
Budgeted: No
Budgeted Classification: PSA/On-call

Motion was made by Director Goodsell and second by Director Garcia to approve Authorization to approve Professional Service Agreement and Emergency On-call for Dr. Idrees Suliman, M.D. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Valdez, Garcia
NOES: None
ABSTAIN: Berker

l. Staff Recommends Action to Authorize: Authorization to approve Professional Service Agreement and Emergency On-call for Dr. Rami Jirjis, MD.
Presented by: Carly Zamora
Contract Value: approximately $550,000 annually, value varies depending on wRVU incentives and demands and on-call demands. This does not include first year one-time payments of Sign on Bonus, Relocation and Buyout of approximately $130,000.
Contract Term: 3 years
Budgeted: No
Budgeted Classification: PSA/On-call

Motion was made by Director Berker and second by Director Proctor to approve Authorization to approve Professional Service Agreement and Emergency On-call for Dr. Rami Jirjis, MD. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

m. Staff Recommends Action to Authorize: ACHD-Association of California Healthcare District Presented by: Christopher R. Bjornberg
Contract Value: Membership $24, 834.00
Contract Term: 7/01/2025-06/30/2026
Budgeted Classification: Membership fees

Motion was made by Director Valdez and second by Director Garcia to approve the ACHD-Association of California Healthcare District. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

n. Staff Recommends Action to Authorize: Authorization to approve Professional Services Agreement with Property Management Advisors for Facility Master Planning Services
Presented by: Christopher R. Bjornberg and Adriana R. Ochoa

Adriana went over the proposed Professional Services Agreement, she and Chris are inclined to recommend moving forward with PMA subject to a $412,000 cap.

Chris reported that they were approved for a grant of $481,000 which would be able to take care of this.

Motion was made by Director Goodsell and second by Director Proctor to approve the Authorization to approve Professional Services Agreement with Property Management Advisors for Facility Master Planning Services with the recommended cap of a $412,000. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

o. Appointment of Ad Hoc Bylaws Committee

Motion was made by Director Garcia and second by Director Valdez to approve appointment of an Ad Hoc Committee for review of the bylaws comprised of Director Burnworth, Director Berker and Director Proctor. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Berker, Valdez, Garcia
NOES: None

10. MANAGEMENT REPORTS:

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

Carly gave a brief report that they will be having big cash going out in the next three months and hopefully in two weeks we will be closing escrow on the property.

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

Carol went over the CNO report via teams.

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

Carly gave a brief report on the Clinic Operations.

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

Tomas reported that the Urgent Care in Calexico reported lower numbers and is very typical for the summertime. He will also be working with our CEO to schedule a final walk-through with the builder for the Urgent Care.

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

Chris reported that we have an affiliation with Scripps, and you are all fully aware that the agreement will end on the 19th of this month. We will be making adjustments of the things that have that affiliation on there that we'll be pulling off.

He also reported that last week he had the opportunity to speak with the City Council here in Brawley and gave them an update on things that were going on.

f. Legal: Adriana Ochoa – General Counsel

None

BOARD ENTERED INTO CLOSED SESSION AT 8:03PM

11. CLOSE SESSIN:

a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov.

54956.9(d)(2))

- One potential matter

BOARD RECONVENED INTO OPEN SESSION AT 9:02PM

No reportable action taken in closed session

12. **ITEMS FOR FUTURE AGENDA:**
    Board meeting dates

13. **ADJOURNMENT:**
    With no future business to discuss, Motion was made unanimously to adjourn meeting at 9:03 p.m.

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

To: Board of Directors

Katherine Burnworth, President

Laura Goodsell, Vice President

Arturo Proctor, Secretary

Donald W. Medart Jr., Treasurer

Enola Berker, Trustee

Rodolfo Valdez, Trustee

James Garcia, Trustee

Additional Distribution:

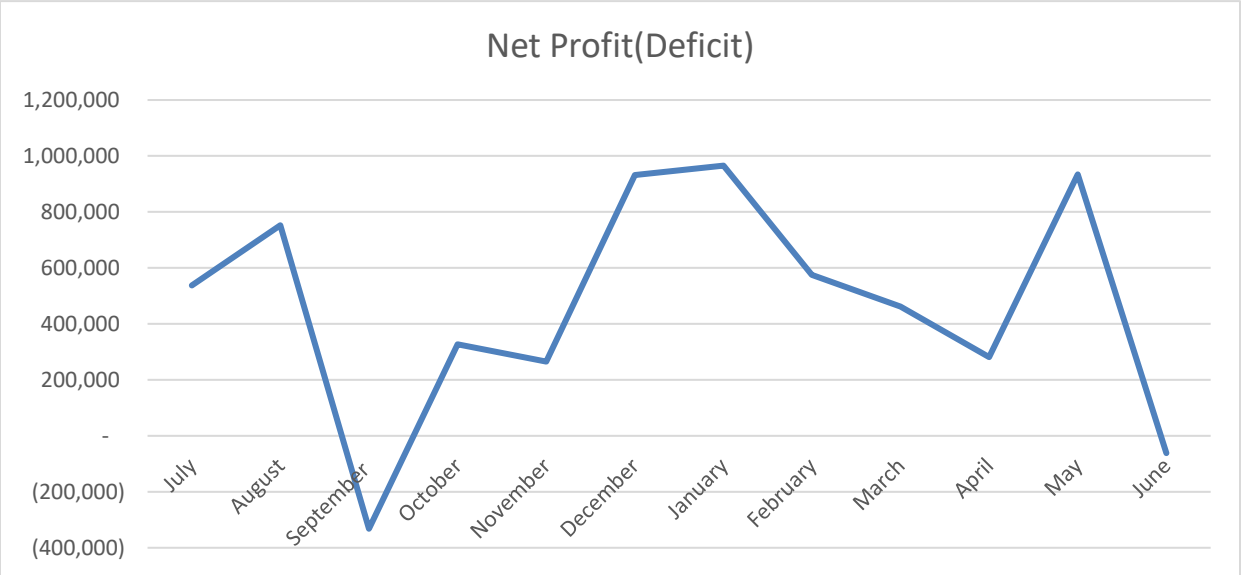
Christopher R. Bjornberg, Chief Executive Officer

From: Carly Loper, Chief Financial Officer

Financial Report – June 2025

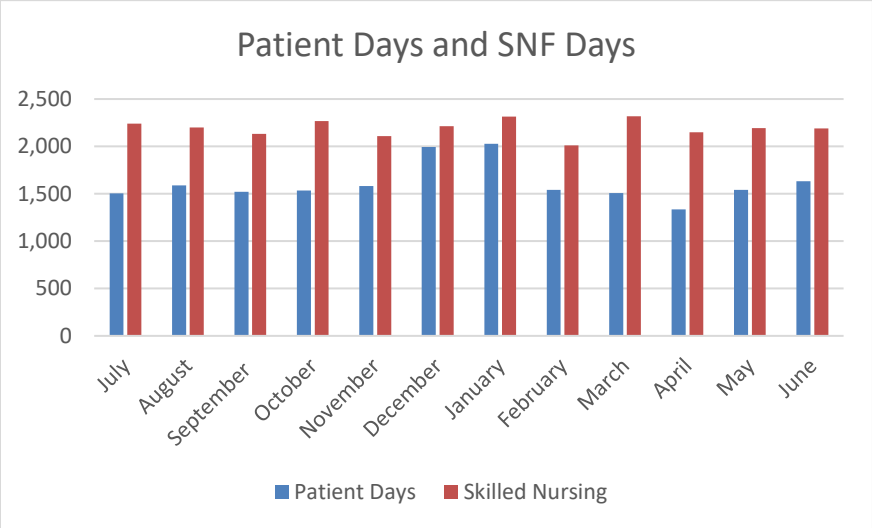
Overview:

Financial operations for the month of June resulted in a loss of ($61,422) against a budgeted profit of $94,456. Please note that the analysis contained herein is based on "pre-audit" entries.



Patient Volumes:

For the month of June, inpatient admissions exceeded budget by 18.2% but fell below the prior month by (2.4%). For the year-to-date period, inpatient admissions are ahead of budget by 16.0% and ahead of the prior year by 14.4%. June inpatient days fell below budget by (9.2%) but exceeded the prior month volumes by 5.8%. For the year-to-date period, inpatient days are below budget by (1.0%) and below the prior year by (3.4%).



Newborn deliveries in June fell below May's deliveries by (22.0%) and fell below the monthly budget by (37.9%). June's ED visits fell below May's visits by (10.7%) and fell below the budget for the month by (3.7%). Surgical case volumes fell below the prior month's volumes by (18.8%) and fell below the monthly budget by (40.7%).

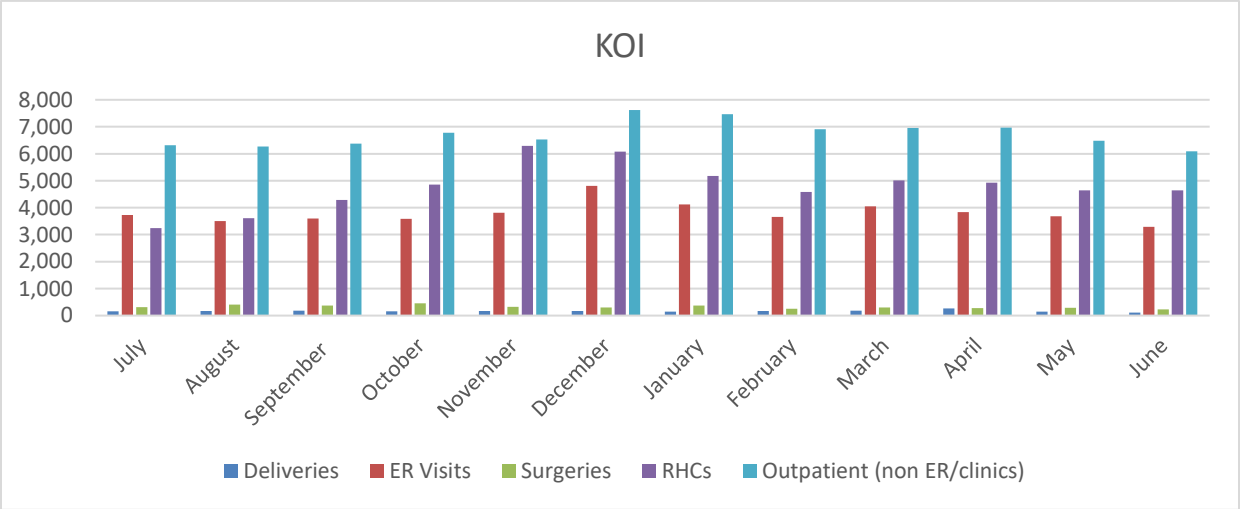
Pioneers Health Center (PHC) visits in June fell below the prior month's visits by (1.0%) and fell below the monthly budget by (9.7%). The Calexico Health Center (CHC) volumes in June exceeded the prior month volumes by 12.0% and exceeded the monthly budget by 25.5%. The Pioneers Children's Health Center (PCHC) fell below the prior month's volumes by (12.0%) and fell below the monthly budget by (10.3%).

Hospital outpatient volumes i.e., Lab, Imaging, Respiratory and other services fell below May's volumes by (6.0%) but exceeded the monthly budget by 10.4%.

For the month of June, Pioneers Memorial Skilled Nursing Center (PMSNC), *formerly Imperial Heights Health and Wellness Center*, inpatient days decreased from May's days by less than (1.0%) with 2,189 inpatient days in June compared to 2,192 inpatient days in May. PMSNC had an average daily census (ADC) of 73.0 for the month of June.

See Exhibit A (Key Volume Stats – Trend Analysis) for additional detail.

	Current Period			Year To Date		
	Act.	Bud	Prior Yr.	Act.	Bud	Prior Yr.
Deliveries	110	177	139	2,011	1,972	2,201
E/R Visits	3,285	3,410	3,489	45,669	45,828	46,553
Surgeries	233	393	276	3,876	4,764	3,510
GI Scopes	0	66	82	290	902	959
Calexico RHC	1,034	824	630	11,556	9,838	8,922
Pioneer Health	2,584	2,862	2,038	32,035	36,192	31,422
Children's RHC	659	735	351	8,926	9,475	8,037
O/P Visits	6,092	5,520	5,428	80,777	62,135	62,850



Gross Patient Revenues:

In June, gross inpatient revenues exceeded budget by 15.4% while outpatient revenues fell below budget by (8.9%).

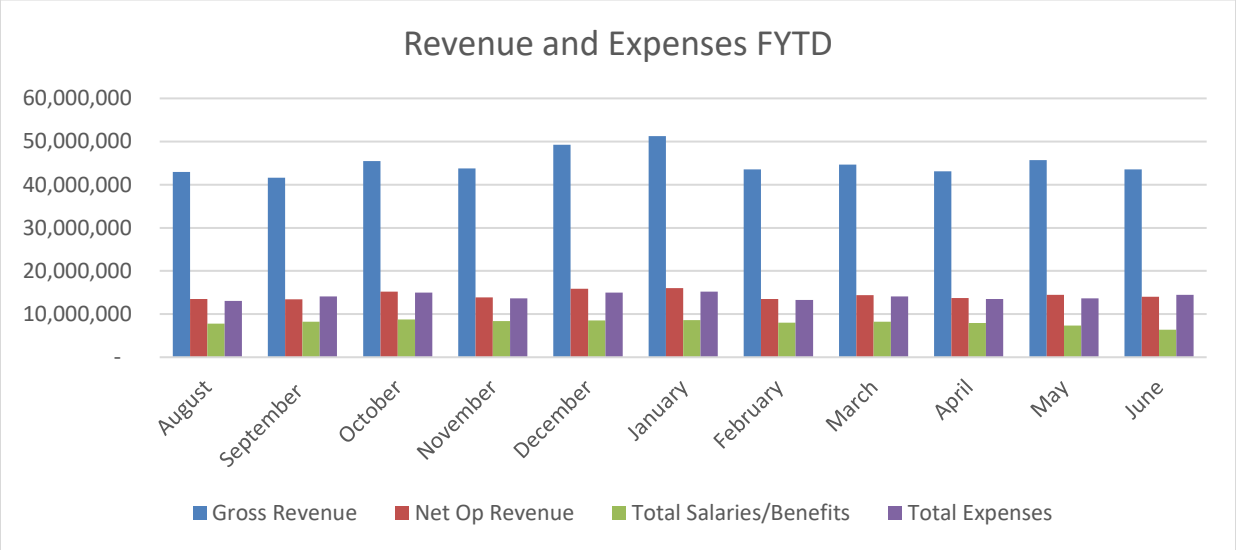
Net operating revenues (Gross revenues less contractual deductions) exceeded the monthly budget by $291,416 or 2.2% but fell below the prior month's revenues by ($674,098) or (4.8%).

Operating Expenses:

In total, June operating expenses were over budget by ($855,682) or (6.3%). Staffing expenses, which include Salaries, Benefits and Contract Labor were under budget by less than 1.0%. Non-salary expenses, which include Supplies, Professional Fees, Purchased Services and Other were over budget by ($868,122) or (15.4%).

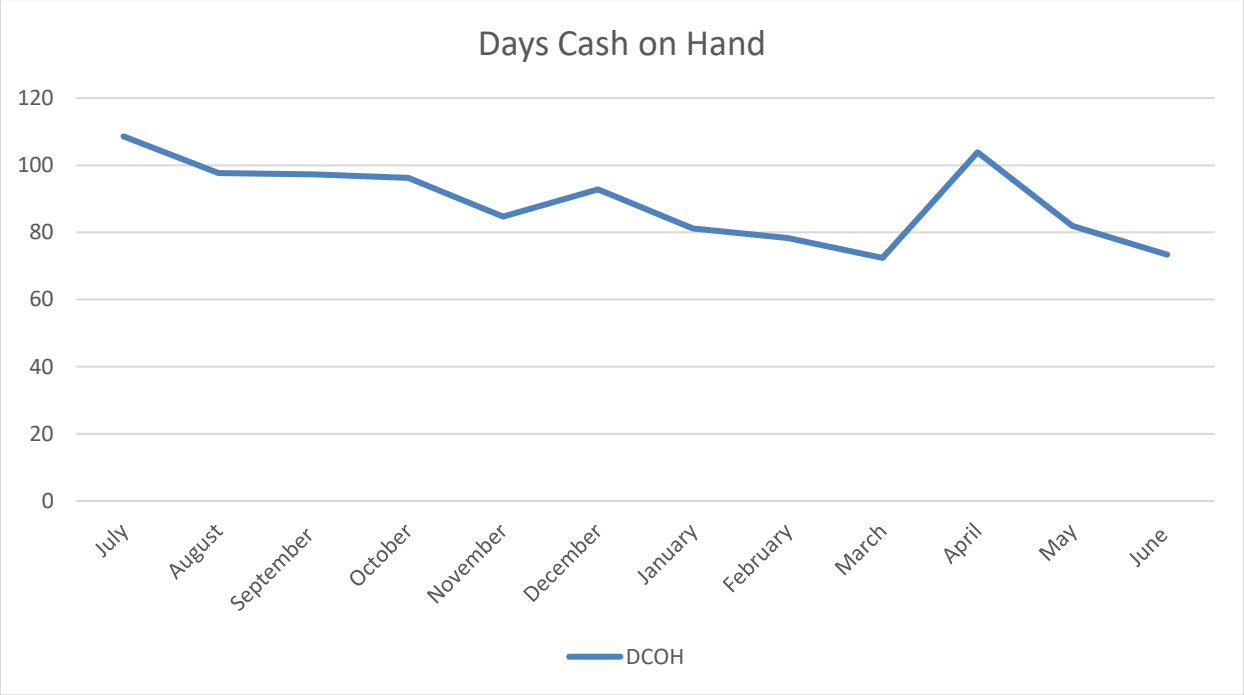
Below is a summary table of expenses compared to budget.

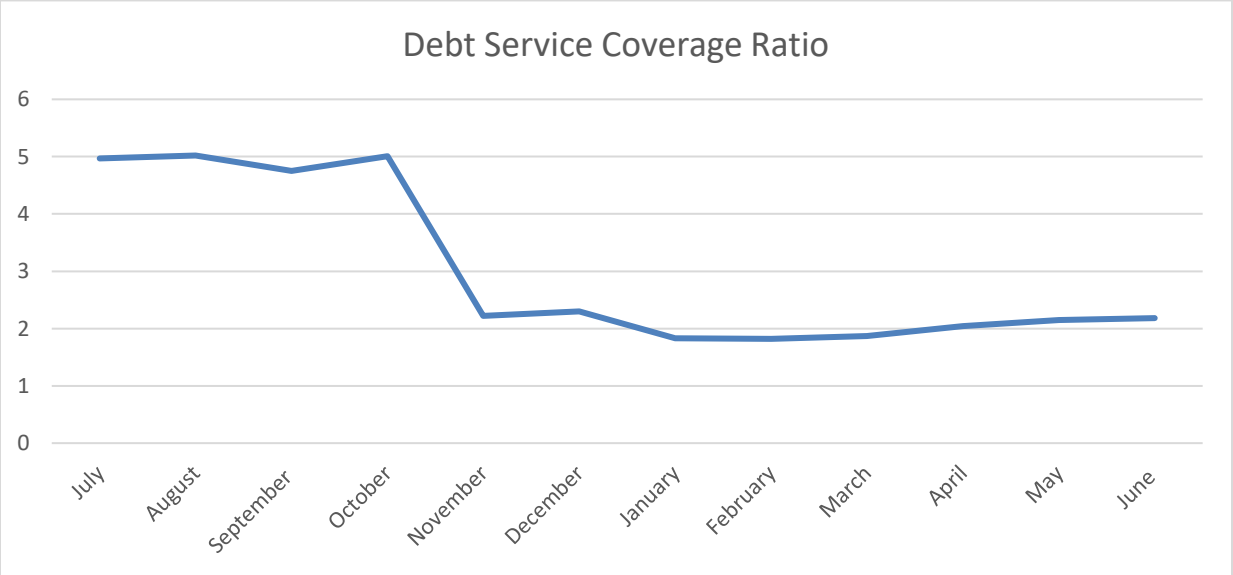
Exp. Category	Actual	Budget	Var.	Comment
Salaries	6,359	6,212	-2.4%	On Budget
Benefits	1,474	1,519	3.0%	On Budget
Contract Labor	120	235	48.9%	Under Budget
Pro Fees	2,218	1,243	-78.4%	Over Budget
Supplies	1,502	1,614	6.9%	Under Budget
Purchased Serv	549	609	9.9%	Under Budget
Other	1,021	827	-23.5%	Over Budget



Bond Covenants:

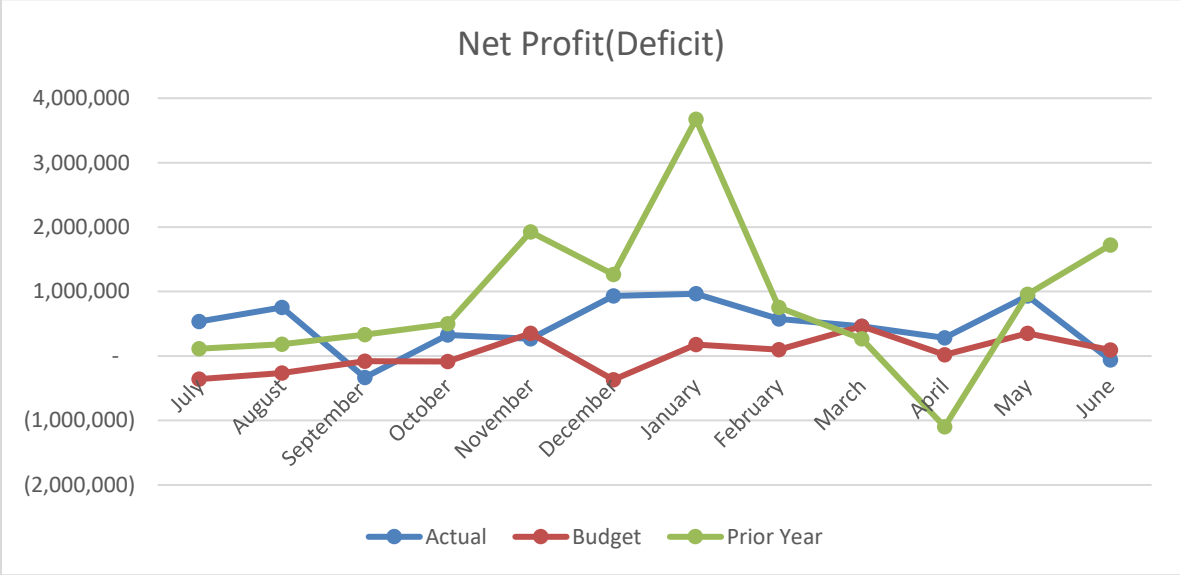
As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or "promises" to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (US Bank) authorization to take certain steps to protect the interest of the individual Bond Holders.





Net Excess/(Deficit):

Fiscal year-to-date, District operations have resulted in a profit of $5,640,123 against a budgeted gain of $408,842, which is less than the prior year-to-date profit of $10,588,515.



END OF REPORT

IMPERIAL VALLEY HEALTHCARE DISTRICT
STATEMENT OF REVENUE AND EXPENSE
FOR THE PERIOD ENDING JUNE 30, 2025

LAST MONTH ACTUAL MAY	LAST YEAR ACTUAL JUNE	THIS MONTH ACTUAL JUNE	THIS MONTH BUDGET JUNE	% VAR		FYTD ACTUAL JUNE	FYTD BUDGET JUNE	% VAR	FYTD PRIOR YEAR JUNE	% VAR
3,686	3,210	3,714	4,700	-20.99%	ADJ PATIENT DAYS	45,029	53,972	-16.57%	49,356	-8.77%
1,542	1,348	1,632	1,797	-9.18%	INPATIENT DAYS	19,310	19,418	-0.56%	18,681	3.37%
551	461	538	455	18.24%	IP ADMISSIONS	6,174	5,323	15.99%	5,398	14.38%
50	45	54	60	-9.18%	IP AVERAGE DAILY CENSUS	53	53	-0.56%	51	3.73%
					GROSS PATIENT REVENUES					
4,627,358	3,768,895	4,467,121	8,134,150	-45.08%	DAILY HOSPITAL SERVICES	51,865,486	90,789,235	-42.87%	82,910,844	-37.44%
14,494,947	13,081,272	14,665,377	8,447,610	73.60%	INPATIENT ANCILLARY	179,031,358	93,758,252	90.95%	109,668,410	63.25%
26,581,622	23,272,916	24,402,953	26,786,350	-8.90%	OUTPATIENT ANCILLARY	307,528,049	328,400,552	-6.36%	316,226,356	-2.75%
45,703,927	40,123,082	43,535,451	43,368,110	0.39%	TOTAL PATIENT REVENUES	538,424,894	512,948,039	4.97%	508,805,609	5.82%
					REVENUE DEDUCTIONS					
10,173,409	7,648,490	10,067,042	9,498,060	-5.99%	MEDICARE CONTRACTUAL	128,212,699	112,340,875	-14.13%	111,440,973	-15.05%
13,219,010	10,277,659	13,232,031	12,413,717	-6.59%	MEDICAL CONTRACTUAL	162,916,757	146,826,588	-10.96%	150,963,603	-7.92%
-1,453,003	-1,378,134	-1,378,326	-1,394,169	1.14%	SUPPLEMENTAL PAYMENTS	-16,357,655	-16,489,915	0.80%	-19,388,167	15.63%
0	-478,031	0	0	100.00%	PRIOR YEAR RECOVERIES	-2,497,742	0	100.00%	-4,046,758	
8,500,637	7,648,490	6,238,570	8,512,704	26.71%	OTHER DEDUCTIONS	87,693,065	100,686,304	12.90%	97,975,416	10.49%
188,266	239,015	1,012,366	158,910	-537.07%	CHARITY WRITE OFFS	1,498,359	1,879,551	20.28%	2,259,373	33.68%
920,000	928,000	882,258	993,022	11.15%	BAD DEBT PROVISION	11,021,001	11,745,239	6.17%	11,900,405	7.39%
0	-4,167		-4,228	100.00%	INDIGENT CARE WRITE OFFS	-29,169	-50,004	41.67%	-50,001	-41.66%
31,548,319	24,881,323	30,053,941	30,178,016	0.41%	TOTAL REVENUE DEDUCTIONS	372,457,316	356,938,638	-4.35%	351,054,845	-6.10%
14,155,608	15,241,759	13,481,510	13,190,094	2.21%	NET PATIENT REVENUES	165,967,578	156,009,401	6.38%	157,750,764	-5.21%
69.0%	62.0%	69.0%	69.6%			69.2%	69.6%		69%	
					OTHER OPERATING REVENUE					
0	0	0	0		GRANT REVENUES	0	0		580,000	-100.00%
311,185	581,000	571,500	393,688	45.17%	OTHER	5,404,295	4,653,605	16.13%	5,978,265	-9.60%
311,185	581,000	571,500	393,688	45.17%	TOTAL OTHER REVENUE	5,404,295	4,653,605	16.13%	6,558,265	-17.60%
14,466,793	15,822,759	14,053,010	13,583,782	3.45%	TOTAL OPERATING REVENUE	171,371,873	160,663,006	6.67%	164,309,029	4.30%
					OPERATING EXPENSES					
6,278,514	5,967,105	6,359,473	6,212,464	-2.37%	SALARIES AND WAGES	76,022,197	73,415,157	-3.55%	67,925,284	-11.92%
844,172	1,374,803	1,474,386	1,519,013	2.94%	BENEFITS	18,785,025	18,264,896	-2.85%	18,090,040	-3.84%
233,655	232,219	120,425	235,248	48.81%	REGISTRY & CONTRACT	2,348,267	2,694,130	12.84%	3,258,051	27.92%
7,356,341	7,574,127	7,954,285	7,966,725	0.16%	TOTAL STAFFING EXPENSE	97,155,490	94,374,183	-2.95%	89,273,375	-8.83%
1,435,269	1,370,827	2,217,574	1,242,809	-78.43%	PROFESSIONAL FEES	17,084,332	14,913,631	-14.56%	13,914,127	-22.78%
1,678,334	2,651,168	1,501,610	1,613,910	6.96%	SUPPLIES	19,503,025	18,993,461	-2.68%	19,139,613	-1.90%
667,131	800,378	548,591	609,212	9.95%	PURCHASED SERVICES	7,394,448	7,319,782	-1.02%	8,762,903	15.62%
733,946	661,148	591,319	580,066	-1.94%	REPAIR & MAINTENANCE	7,692,405	6,961,045	-10.51%	6,386,713	-20.44%
305,281	278,685	299,579	358,985	16.55%	DEPRECIATION & AMORT	3,632,797	4,367,629	16.82%	3,355,375	-8.27%
222,120	237,438	40,139	238,123	83.14%	INSURANCE	2,565,225	2,858,728	10.27%	2,746,155	6.59%
207,916	223,290	292,881	174,313	-68.02%	HOSPITALIST PROGRAM	2,566,175	2,411,836	-6.40%	2,629,753	2.42%
1,008,868	972,395	1,021,103	827,256	-23.43%	OTHER	10,370,506	9,518,591	-8.95%	9,923,692	-4.50%
13,615,206	14,769,456	14,467,081	13,611,399	-6.29%	TOTAL OPERATING EXPENSES	167,964,403	161,718,886	-3.86%	156,131,706	-7.58%
851,587	1,053,303	-414,071	-27,617	-1399.33%	TOTAL OPERATING MARGIN	3,407,470	-1,055,880	-422.71%	8,177,323	58.33%
					NON OPER REVENUE(EXPENSE)					
16,003	583,958	286,161	60,750	371.05%	OTHER NON-OP REV (EXP)	1,391,315	728,934	90.87%	1,451,699	-4.16%
117,632	137,153	117,632	117,632	0.00%	DISTRICT TAX REVENUES	1,466,681	1,411,584	3.90%	1,626,315	-9.82%
-51,144	-53,997	-51,144	-56,309	9.17%	INTEREST EXPENSE	-625,342	-675,796	7.47%	-666,822	6.22%
0	0	0	0	0.00%	CARES HHS/ FEMA RELIEF FUNDING	0	0	0.00%	0	
82,491	667,114	352,649	122,073	188.88%	TOTAL NON-OP REV (EXPENSE)	2,232,654	1,464,722	52.43%	2,411,192	-7.40%
934,078	1,720,417	-61,422	94,456	165.03%	NET EXCESS / (DEFICIT)	5,640,123	408,842	-1279.54%	10,588,515	46.73%
1,011.14	1,056.50	1,129.64	930.64	-21.38%	TOTAL PAID FTE'S (Inc Reg & Cont.)	1,196.31	927.46	-28.99%	910.26	-31.43%
915.77	929.50	991.52	830.24	-19.43%	TOTAL WORKED FTE'S	1,000.65	832.06	-20.26%	811.90	-23.25%
21.06	17.13	15.28	16.10	5.07%	TOTAL CONTRACT FTE'S	20.43	21.75	6.07%	20.35	-0.37%
860.70	948.45	1,024.79	802.20	-27.75%	PAID FTE'S - HOSPITAL	1,043.58	798.69	-30.66%	793.83	-31.46%
785.41	836.07	900.06	713.89	-26.08%	WORKED FTE'S - HOSPITAL	863.49	715.46	-20.69%	703.82	-22.69%
150.44	108.06	104.85	128.44	18.37%	PAID FTE'S - SNF	152.73	128.77	-18.60%	116.42	100.00%
130.37	93.43	91.46	116.35	21.39%	WORKED FTE'S - SNF	137.17	116.60	-17.64%	108.08	100.00%

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JUNE 30, 2025

	MAY 2025	JUNE 2025	JUNE 2024
ASSETS			
CURRENT ASSETS			
CASH	$36,960,834	$35,992,199	$40,124,558
CASH - NORIDIAN AAP FUNDS	$0	$0	$0
CASH - 3RD PRTY REPAYMENTS	$0	$0	$0
CDs - LAIF & CVB	$66,244	$66,244	$65,505
ACCOUNTS RECEIVABLE - PATIENTS	$103,756,392	$111,012,836	$88,954,120
LESS: ALLOWANCE FOR BAD DEBTS	-$2,452,781	-$5,147,400	-$8,856,377
LESS: ALLOWANCE FOR CONTRACTUALS	-$78,747,142	-$79,443,980	-$61,473,679
NET ACCTS RECEIVABLE	$22,556,469	$26,421,456	$18,624,064
	21.74%	23.80%	20.94%
ACCOUNTS RECEIVABLE - OTHER	$29,233,588	$28,105,420	$23,509,164
COST REPORT RECEIVABLES	$59,499	$59,499	$2,129,441
INVENTORIES - SUPPLIES	$3,351,533	$3,372,704	$2,814,358
PREPAID EXPENSES	$3,065,221	$2,106,777	$1,607,269
TOTAL CURRENT ASSETS	$95,293,388	$96,124,299	$88,874,359
OTHER ASSETS			
PROJECT FUND 2017 BONDS	$697,378	$778,424	$505,516
BOND RESERVE FUND 2017 BONDS	$968,353	$968,353	$968,324
LIMITED USE ASSETS	$10,512	$131,562	$40,959
NORIDIAN AAP FUNDS	$0	$0	$0
GASB87 LEASES	$64,931,450	$64,931,450	$47,170,860
OTHER ASSETS PROPERTY TAX PROCEEDS	$269,688	$269,688	$505,438
OTHER INVESTMENTS	$420,000	$420,000	$0
UNAMORTIZED BOND ISSUE COSTS			
TOTAL OTHER ASSETS	$67,297,381	$67,499,477	$49,191,097
PROPERTY, PLANT AND EQUIPMENT			
LAND	$2,633,026	$2,633,026	$2,623,526
BUILDINGS & IMPROVEMENTS	$63,118,597	$63,118,597	$62,919,140
EQUIPMENT	$66,155,591	$66,243,320	$63,203,579
CONSTRUCTION IN PROGRESS	$193,738	$315,838	$766,043
LESS: ACCUMULATED DEPRECIATION	-$103,082,212	-$103,381,792	-$99,748,993
NET PROPERY, PLANT, AND EQUIPMENT	$29,018,740	$28,928,989	$29,763,295
TOTAL ASSETS	$191,609,509	$192,552,765	$167,828,751

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF JUNE 30, 2025

	MAY 2025	JUNE 2025	JUNE 2024
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	$4,076,222	$3,204,117	$5,056,639
ACCOUNTS PAYABLE - ACCRUALS	$8,437,227	$9,867,566	$5,179,555
PAYROLL & BENEFITS PAYABLE - ACCRUALS	$7,255,560	$7,442,964	$6,142,926
COST REPORT PAYABLES & RESERVES	$0	$0	$0
NORIDIAN AAP FUNDS	$0	$0	$0
CURR PORTION- GO BONDS PAYABLE	$0	$0	$230,000
CURR PORTION- 2017 REVENUE BONDS PAYABLE	$0	$0	$320,000
INTEREST PAYABLE- GO BONDS	$1,917	$1,917	$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	$427,513	$480,642	$165,867
OTHER - TAX ADVANCE IMPERIAL COUNTY	$0	$0	$0
DEFERRED HHS CARES RELIEF FUNDS	$0	$0	$0
CURR PORTION- LEASE LIABILITIES(GASB 87)	$3,756,205	$3,756,205	$1,837,932
SKILLED NURSING OVER COLLECTIONS	$2,282,992	$2,490,889	$0
CURR PORTION- SKILLED NURSING CTR ADVANCE	$0	$0	$0
CURRENT PORTION OF LONG-TERM DEBT	$1,037,037	$1,037,037	$148,159
TOTAL CURRENT LIABILITIES	$27,274,673	$28,281,337	$19,082,995
LONG TERM DEBT AND OTHER LIABILITIES			
PMH RETIREMENT FUND - ACCRUAL	$658,000	$658,000	$120,000
NOTES PAYABLE - EQUIPMENT PURCHASES	$0	$0	$43,566
LOANS PAYABLE - DISTRESSED HOSP. LOAN	$26,962,963	$26,962,963	$28,000,000
LOANS PAYABLE - CHFFA NDPH	$0	$0	$3,766,770
BONDS PAYABLE G.O BONDS	$0	$0	$0
BONDS PAYABLE 2017 SERIES	$14,466,018	$14,464,033	$14,487,856
LONG TERM LEASE LIABILITIES (GASB 87)	$62,267,845	$62,267,845	$46,343,159
DEFERRED REVENUE -CHW	$0	$0	$0
DEFERRED PROPERTY TAX REVENUE	$275,438	$275,438	$511,188
TOTAL LONG TERM DEBT	$104,630,264	$104,628,279	$93,272,539
FUND BALANCE AND DONATED CAPITAL	$54,003,028	$54,003,028	$44,264,668
NET SURPLUS (DEFICIT) CURRENT YEAR	$5,701,546	$5,640,121	$11,208,549
TOTAL FUND BALANCE	$59,704,574	$59,643,149	$55,473,217
TOTAL LIABILITIES AND FUND BALANCE	$191,609,511	$192,552,765	$167,828,751

IMPERIAL VALLEY HEALTHCARE DISTRICT
STATEMENT OF REVENUE AND EXPENSE - 12 Month Trend

	1	2	3	4	5	6	7	8	9	10	11	12	YTD
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jun-25
ADJ PATIENT DAYS	3,336	3,200	2,948	3,036	3,243	3,868	3,776	2,876	3,264	2,707	3,686	3,714	39,663
INPATIENT DAYS	1,338	1,362	1,289	1,290	1,376	1,676	1,769	1,275	1,350	1,110	1,542	1,632	17,009
IP ADMISSIONS	486	487	495	479	501	591	585	488	511	462	551	538	6,174
IP AVERAGE DAILY CENSUS	43	44	43	42	46	54	57	46	44	46	50	54	47
GROSS PATIENT REVENUES													
DAILY HOSPITAL SERVICES	4,135,558	4,245,778	4,185,658	4,425,452	3,960,883	4,306,327	4,623,907	3,923,533	4,460,991	4,502,920	4,627,358	4,467,121	51,865,486
INPATIENT ANCILLARY	13,359,194	14,037,130	13,994,712	14,901,257	14,605,962	17,023,992	19,402,543	15,365,879	14,010,106	13,170,259	14,494,947	14,665,377	179,031,358
OUTPATIENT ANCILLARY	26,123,842	24,666,163	23,402,909	26,164,034	25,191,832	27,895,452	27,255,392	24,218,568	26,191,988	25,433,294	26,581,622	24,402,953	307,528,049
TOTAL PATIENT REVENUES	43,618,594	42,949,071	41,583,279	45,490,743	43,758,677	49,225,771	51,281,842	43,507,980	44,663,085	43,106,473	45,703,927	43,535,451	538,424,894
REVENUE DEDUCTIONS													
MEDICARE CONTRACTUAL	10,291,766	9,837,519	9,148,238	11,152,895	9,362,592	11,681,500	13,186,192	11,368,853	11,713,712	10,228,981	10,173,409	10,067,042	128,212,699
MEDICAL CONTRACTUAL	12,833,278	12,888,442	11,976,873	12,946,217	13,222,415	15,178,005	18,178,743	12,813,377	12,785,203	13,643,163	13,219,010	13,232,031	162,916,757
SUPPLEMENTAL PAYMENTS	-1,374,159	-1,336,399	-1,378,326	-1,374,159	-1,374,159	-1,374,159	-1,374,159	-1,378,326	-1,184,154	-1,378,326	-1,453,003	-1,378,326	-16,357,655
PRIOR YEAR RECOVERIES	0	0	0	0	0	-1,925,640	0	-15,505	-88,856	-467,741	0	0	-2,497,742
OTHER DEDUCTIONS	7,851,346	7,376,244	8,022,745	6,839,814	8,171,185	9,491,219	4,827,640	6,597,941	6,978,258	6,797,466	8,500,637	6,238,570	87,693,065
CHARITY WRITE OFFS	103,048	44,424	60,153	10,063	12,363	26,134	25,780	7,162	0	8,600	188,266	1,012,366	1,498,359
BAD DEBT PROVISION	937,839	920,000	1,030,122	1,020,000	920,000	1,171,548	749,234	950,000	600,000	920,000	920,000	882,258	11,021,001
INDIGENT CARE WRITE OFFS	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	0	0	0			-29,169
TOTAL REVENUE DEDUCTIONS	30,638,952	29,726,063	28,855,638	30,590,663	30,310,229	34,244,440	35,589,263	30,343,502	30,804,163	29,752,143	31,548,319	30,053,941	372,457,316
NET PATIENT REVENUES	12,979,642	13,223,008	12,727,641	14,900,080	13,448,448	14,981,331	15,692,579	13,164,478	13,858,922	13,354,330	14,155,608	13,481,510	165,967,578
	70.24%	69.21%	69.39%	67.25%	69.27%	69.57%	69.40%	69.74%	68.97%	69.02%	69.03%	69.03%	69.18%
OTHER OPERATING REVENUE													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	273,801	307,025	728,012	296,651	392,693	909,432	343,185	362,386	535,886	372,539	311,185	571,500	5,404,295
TOTAL OTHER REVENUE	273,801	307,025	728,012	296,651	392,693	909,432	343,185	362,386	535,886	372,539	311,185	571,500	5,404,295
TOTAL OPERATING REVENUE	13,253,443	13,530,033	13,455,653	15,196,731	13,841,141	15,890,763	16,035,764	13,526,864	14,394,808	13,726,869	14,466,793	14,053,010	171,371,872
OPERATING EXPENSES													
SALARIES AND WAGES	5,849,650	5,850,323	6,387,066	6,843,129	6,700,034	6,537,237	6,670,775	6,039,904	6,268,879	6,237,213	6,278,514	6,359,473	76,022,197
BENEFITS	1,285,872	1,773,423	1,678,679	1,696,408	1,474,183	1,838,509	1,747,884	1,691,888	1,816,690	1,462,931	844,172	1,474,386	18,785,026
REGISTRY & CONTRACT	211,140	187,727	187,398	203,673	170,892	169,549	181,032	291,516	180,983	210,277	233,655	120,425	2,348,267
TOTAL STAFFING EXPENSE	7,346,662	7,811,473	8,253,143	8,743,210	8,345,109	8,545,295	8,599,691	8,023,308	8,266,552	7,910,421	7,356,341	7,954,285	97,155,490
PROFESSIONAL FEES	1,386,912	1,238,459	1,267,728	1,442,258	1,406,374	1,241,747	1,352,522	1,142,132	1,463,172	1,490,185	1,435,269	2,217,574	17,084,333
SUPPLIES	1,540,888	1,361,788	1,455,049	1,874,654	1,269,214	2,456,239	1,960,507	1,545,327	1,454,101	1,405,314	1,678,334	1,501,610	19,503,026
PURCHASED SERVICES	666,784	708,365	710,216	527,135	569,775	508,682	724,696	618,846	684,894	459,333	667,131	548,591	7,394,448
REPAIR & MAINTENANCE	461,240	445,422	675,929	847,788	668,786	795,518	820,025	266,691	723,397	662,344	733,946	591,319	7,692,405
DEPRECIATION & AMORT	286,396	287,071	288,299	288,299	288,299	293,647	399,610	282,356	282,356	331,604	305,281	299,579	3,632,797
INSURANCE	261,018	225,205	226,415	241,953	225,205	232,212	222,108	239,646	204,757	224,447	222,120	40,139	2,565,225
HOSPITALIST PROGRAM	239,321	245,047	259,019	272,176	122,990	0	266,507	167,004	249,017	244,297	207,916	292,881	2,566,175
OTHER	887,279	727,205	923,137	728,810	741,486	944,621	839,501	977,589	786,002	784,904	1,008,868	1,021,103	10,370,505
TOTAL OPERATING EXPENSES	13,076,501	13,050,035	14,058,935	14,966,283	13,637,238	15,017,961	15,185,167	13,262,899	14,114,248	13,512,849	13,615,206	14,467,081	167,964,403
TOTAL OPERATING MARGIN	176,942	479,998	-603,282	230,448	203,903	872,802	850,597	263,965	280,560	214,020	851,587	-414,071	3,407,469
NON OPER REVENUE(EXPENSE)													
OTHER NON-OPS REVENUE	296,820	209,057	207,469	30,898	-2,357	-6,557	-6,426	245,308	114,595	344	16,003	286,161	1,391,315
CARES HHS RELIEF FUNDING	0	0	0	0	0	0	0	0	0	0	0	0	0
DISTRICT TAX REVENUES	117,632	117,632	117,632	117,632	117,632	117,632	172,729	117,632	117,632	117,632	117,632	117,632	1,466,681
INTEREST EXPENSE	-53,947	-53,896	-53,846	-51,503	-53,369	-51,401	-51,350	-51,299	-51,247	-51,196	-51,144	-51,144	-625,342
								0	0	0	0	0	
TOTAL NON-OPS REVENUE(EXPENSE)	360,505	272,793	271,255	97,027	61,906	59,674	114,953	311,641	180,980	66,780	82,491	352,649	2,232,654
NET EXCESS / (DEFICIT)	537,447	752,791	-332,027	327,475	265,809	932,476	965,550	575,606	461,540	280,800	934,078	-61,422	5,640,123
TOTAL PAID FTE'S (Inc Reg & Cont.)	1,079.85	1,162.74	1,096.83	1,031.44	983.93	1,116.10	1,189.57	1,172.24	1,106.21	964.28	1,011.14	1,129.64	1,087.00
TOTAL WORKED FTE'S	935.01	1,045.12	770.43	748.59	748.38	948.70	993.61	1,051.28	981.75	837.21	915.77	991.52	913.95
TOTAL CONTRACT FTE'S	17.91	13.45	23.20	16.78	16.57	16.29	17.57	24.10	20.84	21.15	21.06	15.28	18.68
PAID FTE'S - HOSPITAL	938.27	1,020.05	981.91	927.71	880.21	964.18	1,040.82	1,008.51	914.42	803.19	860.70	1,024.79	947.06
WKD FTE'S - HOSPITAL	812.98	921.90	667.30	650.28	650.06	809.59	857.09	910.21	798.47	697.31	785.41	900.06	788.39
PAID FTE'S - SNF	141.57	142.68	114.92	103.73	103.73	151.92	148.75	163.74	191.79	161.09	150.44	104.85	139.93
WORKED FTE'S - SNF	122.03	123.23	103.13	98.32	98.32	139.11	136.53	141.07	183.28	139.90	130.37	91.46	125.56

Imperial Valley Healthcare District - Financial Indicators Report
(Based on Prior 12 Months Activities)
For The 12 Months Ending: June 30, 2025
excludes: GO bonds tax revenue, int exp and debt,

1. Debt Service Coverage Ratio

This ratio compares the total funds available to service debt compared to the debt plus interest due in a given year.

$$\text{Formula:} \quad \frac{\text{Cash Flow + Interest Expense}}{\text{Principal Payments Due + Interest}}$$

$$\text{DSCR} = \frac{\$11,932,305}{\$5,473,047} = \mathbf{2.18}$$

Recommendation: To maintain a debt service coverage of at least 1.20% x aggregate debt service per the 2017 Revenue Bonds covenant.

2. Days Cash on Hand Ratio

This ratio measures the number of days of average cash expenses that the hospital maintains in cash and marketable investments. (Note: The proformas ratios include long-term investments in this calculation:)

$$\text{Formula:} \quad \frac{\text{Cash + Marketable Securities}}{\dfrac{\text{Operating Expenses, Less Depreciation}}{365 \text{ Days}}}$$

$$\text{DCOHR} = \frac{\$36,058,044}{\dfrac{\$179,194,337}{365}} = \mathbf{73.4}$$

Recommendation: To maintain a days cash on hand ratio of at least 50 days per the 2017 Revenue Bonds covenant.

3. Long-Term Debt to Capitalization Ratio

This ratio compares long-term debt to the Hospital's long-term debt plus fund balances.

$$\text{Formula:} \quad \frac{\text{Long-term Debt}}{\text{Long-term Debt + Fund Balance (Total Capital)}}$$

$$\text{L.T.D.-C.R.} = \frac{\$108,488,083}{\$168,131,232} = \mathbf{64.5}$$

Recommendation: To maintain a long-term debt to capitalization ratio not to exceed 60.0%.

	Current Month 6/30/2025	Year-To-Date 0 6/30/2025
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	($61,422)	5,640,123
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	$299,579	$3,632,785
(Increase)/Decrease in Net Patient Accounts Receivable	($3,864,987)	($10,998,086)
(Increase)/Decrease in Other Receivables	$1,128,168	$2,696,294
(Increase)/Decrease in Inventories	($21,172)	($537,459)
(Increase)/Decrease in Pre-Paid Expenses	$958,444	($153,245)
(Increase)/Decrease in Other Current Assets	$0	$2,461,923
Increase/(Decrease) in Accounts Payable	($872,104)	($2,255,968)
Increase/(Decrease) in Notes and Loans Payable	$1,430,338	($582,519)
Increase/(Decrease) in Accrued Payroll and Benefits	$187,404	$1,080,767
Increase/(Decrease) in Accrued Expenses	$0	$0
Increase/(Decrease) in Patient Refunds Payable	$0	$0
Increase/(Decrease) in Third Party Advances/Liabilities	$0	$0
Increase/(Decrease) in Other Current Liabilities	$53,129	($427,909)
Net Cash Provided by Operating Activities:	**($762,622)**	**$556,707**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	($209,829)	($2,798,493)
(Increase)/Decrease in Limited Use Cash and Investments	($121,050)	($90,603)
(Increase)/Decrease in Other Limited Use Assets	($81,046)	($692,936)
(Increase)/Decrease in Other Assets	$0	$0
Net Cash Used by Investing Activities	**($411,925)**	**($3,582,033)**
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	($1,985)	($23,823)
Increase/(Decrease) in Capital Lease Debt	$0	($3,766,770)
Increase/(Decrease) in Other Long Term Liabilities	$207,897	$2,843,370
Net Cash Used for Financing Activities	**$205,912**	**($947,223)**
(INCREASE)/DECREASE IN RESTRICTED ASSETS	**$0**	**$0**
Net Increase/(Decrease) in Cash	**($968,635)**	**($3,972,548)**
Cash, Beginning of Period	$37,027,078	$40,030,991
Cash, End of Period	**$36,058,443**	**$36,058,443**

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Key Operating Indicators
June 2025

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
Volumes						
Admits	538	455	461	6,174	5,323	5,398
ICU	74	131	35	1,342	1,419	1,196
Med/Surgical	1,084	1,026	909	11,564	11,013	10,905
Newborn ICU	140	128	70	1,362	1,380	1,301
Pediatrics	50	81	43	824	843	812
Obstetrics	284	428	287	4,218	4,727	4,426
GYN	0	3	4	-	36	41
DOU	0	-	-	-	-	-
Total Patient Days	1,632	1,797	1,348	19,310	19,418	18,681
Adjusted Patient Days	3,714	4,700	3,210	45,029	53,972	49,356
Average Daily Census	54	60	45	53	53	51
Average Length of Stay	3.19	3.95	2.92	2.85	3.65	3.36
Deliveries	110	177	139	2,011	1,972	2,201
E/R Visits	3,285	3,410	3,489	45,669	45,828	46,553
Surgeries	233	393	276	3,876	4,764	3,510
Wound Care	270	262	206	3,452	3,941	3,669
Pioneers Health Center	2,584	2,862	2,038	32,035	36,192	31,422
Calexico Visits	1,034	824	630	11,556	9,838	8,922
Pioneers Children	659	735	351	8,926	9,475	8,037
Outpatients (non-ER/Clinics)	6,092	5,520	5,428	80,777	62,135	62,850
Surgical Health	73	58	32	681	695	598
Urology	211	478	335	3,898	3,917	3,814
WHAP	369	538	543	4,830	5,358	5,805
C-WHAP	588	377	148	4,850	4,195	4,017
CDLD	122	123	2	1,027	915	31
Skilled Nursing	2,189	2,435	2,363	26,332	29,219	29,172
FTE's						
Worked	991.52	830.24	929.50	1000.65	832.06	811.90
Paid	1129.64	930.64	1056.50	1196.31	927.46	910.26
Contract FTE's	15.28	16.10	17.13	20.43	21.75	20.35
FTE's APD (Worked)	8.01	5.30	8.69	8.11	5.63	6.02
FTE's APD (Paid)	9.13	5.94	9.87	9.70	6.27	6.75
Net Income						
Operating Revenues	$14,053,010	$13,583,782	$15,822,759	$171,371,873	$160,663,006	$164,309,029
Operating Margin	-$414,071	-$27,617	$1,053,303	$3,407,470	-$1,055,880	$8,177,323
Operating Margin %	-2.9%	-0.2%	6.7%	2.0%	-0.7%	5.0%
Total Margin	-$61,422	$94,456	$1,720,417	$5,640,123	$408,842	$10,588,515
Total Margin %	-0.4%	0.7%	10.9%	3.3%	0.3%	6.4%

Exhibit A - June 2025

Key Volume Stats -Trend Analysis

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
Deliveries														
Actual	152	167	184	159	167	170	148	169	178	266	141	110	2,011	2,011
Budget	153	127	185	173	176	157	181	160	196	127	159	177	1,972	1,972
Prior FY 2024	175	145	211	198	201	179	206	183	173	239	152	139	2,201	2,201
E/R Visits														
Actual	3,728	3,498	3,597	3,590	3,817	4,803	4,125	3,654	4,055	3,839	3,678	3,285	45,669	45,669
Budget	3,738	3,588	3,678	4,141	4,714	3,978	3,738	3,476	3,906	3,570	3,891	3,410	45,828	45,828
Prior FY 2024	3,500	3,614	3,500	3,985	3,867	4,467	3,931	4,071	4,032	3,996	4,101	3,489	43,064	46,553
Surgeries														
IP Actual	128	143	127	148	138	149	193	124	141	114	111	72	1,588	1,588
IP Budget	96	107	126	100	105	102	114	115	145	124	123	112	1,369	1,369
OP Actual	225	264	249	306	227	214	228	170	179	179	176	161	2,578	2,578
OP Budget	232	303	260	299	277	247	270	255	355	288	328	281	3,395	3,395
Total Actual	312	403	369	452	323	304	366	251	299	277	287	233	3,876	3,876
Total Budget	328	410	386	399	382	349	384	370	500	412	451	393	4,764	4,764
Prior FY 2024	303	316	289	324	272	273	290	296	291	299	281	276	3,510	3,510
Calexico														
Actual	621	675	829	915	1,119	1,232	1,012	948	1,074	1,174	923	1,034	11,556	11,556
Budget	696	926	844	792	731	793	816	769	860	891	896	824	9,838	9,838
Prior FY 2024	697	926	844	792	731	793	816	769	803	522	599	630	8,922	8,922
Pioneers Health Center														
Actual	1,937	2,115	2,308	2,688	3,473	3,496	2,856	2,580	2,744	2,655	2,599	2,584	32,035	32,035
Budget	1,943	3,774	2,818	2,955	2,954	3,016	3,094	2,890	3,149	2,937	3,800	2,862	36,192	36,192
Prior FY 2024	1,943	3,774	2,818	2,955	2,954	3,016	3,094	2,890	2,870	1,173	1,897	2,038	31,422	31,422
Pioneers Children														
Actual	358	376	765	841	1,009	984	878	734	845	728	749	659	8,926	8,926
Budget	776	959	719	939	835	671	767	713	798	702	861	735	9,475	9,475
Prior FY 2024	776	959	719	940	835	671	767	713	596	275	435	351	8,037	8,037
Outpatients														
Actual	6,314	6,270	6,378	6,780	6,531	7,619	7,471	6,911	6,961	6,966	6,484	6,092	80,777	80,777
Budget	5,158	5,407	5,487	5,913	4,848	4,269	4,886	4,640	5,535	5,113	5,359	5,520	62,135	62,135
Prior FY 2024	4,906	5,697	5,128	5,721	5,024	4,584	4,956	5,024	5,179	5,602	5,601	5,428	62,850	62,850
Wound Care														
Actual	270	327	332	326	251	258	293	304	287	292	242	270	3,452	3,452
Budget	311	415	366	357	285	364	370	341	333	267	270	262	3,941	3,941
Prior FY 2024	366	399	314	294	307	270	333	324	349	262	245	206	3,669	3,669
WHAP														
Actual	330	443	388	414	688	362	427	325	342	367	375	369	4,830	4,830
Budget	382	491	428	411	402	322	433	422	510	455	564	538	5,358	5,358
Prior FY 2024	430	520	477	512	436	348	631	533	476	295	604	543	5,805	5,805
C-WHAP														
Actual	131	95	365	403	552	400	425	441	432	419	599	588	4,850	4,850
Budget	303	341	308	325	358	310	301	330	338	426	478	377	4,195	4,195
Prior FY 2024	229	376	348	186	316	398	524	513	524	255	200	148	4,017	4,017

GL Journal Transactions

Entry Id:	5888	**Entry Type:**	Journal	**Total Debits:**	139,492.00
Company Id:	PMHD	**Source:**	View Source 360	**Total Credits:**	-6,891,943.43
Accounting Date:	June 30, 2025	**Currency:**	USD	**Entry Count:**	207
Reversing Date:				**Entry Status:**	Closed
Created By:	MVCS	**On:**	July 15, 2025		

Comments: JUNE 2025 STATISTICS

Data Type	Unit Id	Unit	Account No	Account	Amount
Statistical	7010	EMERGENCY ROOM	9899	ER Visit 99284	1,539.00
Statistical	7010	EMERGENCY ROOM	9921	ER Visit 99285	882.00
Statistical	7010	EMERGENCY ROOM	9924	ER Visit 99292	23.00
Statistical	7660	M.R.I.	9943	Radiology: MRI Inpatient	45.00
Statistical	7878	WOUNDCARE	9817	WCAP Visit Count	100.00
Statistical	7590	ECHO	9942	Cardiology Services: Inpatient	114.00
Statistical	6070	NEO-NATAL ICU	9802	Newborn ICU Patient Days	140.00
Statistical	7010	EMERGENCY ROOM	9922	ER Visit 99291	54.00
Statistical	6070	NEO-NATAL ICU	9715	Utilization Management	25.00
Statistical	6290	PEDIATRICS	9715	Utilization Management	28.00
Statistical	6010	INTENSIVE CARE	9715	Utilization Management	31.00
Statistical	6400	LDRP	9715	Utilization Management	156.00
Statistical	6170	MED/SURG	9715	Utilization Management	298.00
Statistical	7500	CLINICAL LAB	9887	Clinical Laboratory Services Inpatient	14,622.00
Statistical	7720	RESPITORY THERAPY	9710	Total Respiratory Therapy Revenue	-661,530.70
Statistical	6010	INTENSIVE CARE	9836	3rd Party Managed Care (HMO) Patient	9.00
Statistical	6070	NEO-NATAL ICU	9836	3rd Party Managed Care (HMO) Patient	13.00
Statistical	6290	PEDIATRICS	9836	3rd Party Managed Care (HMO) Patient	18.00
Statistical	6170	MED/SURG	9836	3rd Party Managed Care (HMO) Patient	51.00
Statistical	6400	LDRP	9836	3rd Party Managed Care (HMO) Patient	63.00
Statistical	6290	PEDIATRICS	9852	Insurance Patient Discharges	1.00
Statistical	6070	NEO-NATAL ICU	9852	Insurance Patient Discharges	1.00
Statistical	6010	INTENSIVE CARE	9852	Insurance Patient Discharges	1.00
Statistical	6400	LDRP	9852	Insurance Patient Discharges	11.00
Statistical	6170	MED/SURG	9852	Insurance Patient Discharges	27.00
Statistical	1000	BALANCE SHEET	9852	Insurance Patient Discharges	41.00
Statistical	6010	INTENSIVE CARE	9834	NMC Patient Days	10.00
Statistical	6290	PEDIATRICS	9834	NMC Patient Days	27.00
Statistical	6070	NEO-NATAL ICU	9834	NMC Patient Days	104.00
Statistical	6400	LDRP	9834	NMC Patient Days	160.00
Statistical	6170	MED/SURG	9834	NMC Patient Days	215.00
Statistical	7740	ACUTE DIALYSIS	9883	Renal Dialysis Visits: Inpatient	23.00
Statistical	7590	ECHO	9875	Echo: Inpatient	114.00
Statistical	6170	MED/SURG	9832	Medicare Patient Days	355.00
Statistical	6010	INTENSIVE CARE	9832	Medicare Patient Days	37.00
Statistical	6070	NEO-NATAL ICU	9829	Admit Count	25.00
Statistical	6290	PEDIATRICS	9829	Admit Count	28.00
Statistical	6010	INTENSIVE CARE	9829	Admit Count	31.00
Statistical	6400	LDRP	9829	Admit Count	156.00
Statistical	6170	MED/SURG	9829	Admit Count	298.00
Statistical	1000	BALANCE SHEET	9829	Admit Count	503.00
Statistical	7760	GASTRO SERVICES	9816	CDLD Visit Count	122.00

GL Journal Transactions

Data Type	Unit Id	Unit	Account No	Account	Amount
Statistical	7199	SURGICAL HEALTH AT PI	9818	SHAP Visit Count	73.00
Statistical	6400	LDRP	9949	Deliveries: Vaginal	90.00
Statistical	6290	PEDIATRICS	9835	Private Pay Patient Days	3.00
Statistical	6010	INTENSIVE CARE	9835	Private Pay Patient Days	3.00
Statistical	6070	NEO-NATAL ICU	9835	Private Pay Patient Days	7.00
Statistical	6170	MED/SURG	9835	Private Pay Patient Days	10.00
Statistical	6400	LDRP	9835	Private Pay Patient Days	35.00
Statistical	7650	NUCLEAR MED	9894	Radiology: NM Outpatient	46.00
Statistical	7590	ECHO	9700	Echo Outpatient	15.00
Statistical	7620	E.E.G.	9701	EEG Outpatient	0.00
Statistical	7630	RADIOLOGY	9893	Radiology: Diagnostic Outpatient	2,847.00
Statistical	7670	ULTRASOUND	9895	Radiology: US Outpatient	1,734.00
Statistical	7780	SPEECH THERAPY	9709	Speech-Language Pathology: Outpatient	39.00
Statistical	7680	CT SCANNER	9824	Interventional Radiology: Outpatient	1.00
Statistical	7010	EMERGENCY ROOM	9824	Interventional Radiology: Outpatient	4.00
Statistical	7630	RADIOLOGY	9824	Interventional Radiology: Outpatient	4.00
Statistical	7420	SURGERY	9824	Interventional Radiology: Outpatient	7.00
Statistical	7670	ULTRASOUND	9824	Interventional Radiology: Outpatient	22.00
Statistical	7649	INTERVENTIONAL RADIOL	9824	Interventional Radiology: Outpatient	79.00
Statistical	9999	CERNER UNALIASED UNIT	9824	Interventional Radiology: Outpatient	79.00
Statistical	1000	BALANCE SHEET	9824	Interventional Radiology: Outpatient	110.00
Statistical	7710	PHARMACY REVENUE	9944	Total Drugs Sold to Patient Revenue	-3,907,419.26
Statistical	7420	SURGERY	9721	Surgery Count: Outpatient	161.00
Statistical	7010	EMERGENCY ROOM	9819	E/R Visit Count	3,285.00
Statistical	7780	SPEECH THERAPY	9878	Speech-Language Pathology: Inpatient	19.00
Statistical	6010	INTENSIVE CARE	9831	MMC Patient Days	7.00
Statistical	6170	MED/SURG	9831	MMC Patient Days	270.00
Statistical	7420	SURGERY	9725	Interventional Radiology: Inpatient	3.00
Statistical	7670	ULTRASOUND	9725	Interventional Radiology: Inpatient	4.00
Statistical	9999	CERNER UNALIASED UNIT	9725	Interventional Radiology: Inpatient	19.00
Statistical	7649	INTERVENTIONAL RADIOL	9725	Interventional Radiology: Inpatient	19.00
Statistical	1000	BALANCE SHEET	9725	Interventional Radiology: Inpatient	24.00
Statistical	7761	ENDOSCOPY	9724	Endoscopy (15 minutes): Outpatient	0.00
Statistical	7660	M.R.I.	9892	Radiology: MRI Outpatient	155.00
Statistical	7770	PHYSICAL THERAPY	9716	Physical Therapy Inpatient (x2)	94.00
Statistical	7770	PHYSICAL THERAPY	9717	Physical Therapy Outpatient (x2)	76.00
Statistical	1000	BALANCE SHEET	9842	ICU Patient Discharges	7.00
Statistical	6010	INTENSIVE CARE	9842	ICU Patient Discharges	7.00
Statistical	6170	MED/SURG	9801	Med/Surg Patient Days	1,084.00
Statistical	7710	PHARMACY REVENUE	9897	Inpatient Drugs Sold to Patient Revenue	-1,746,308.47
Statistical	7740	ACUTE DIALYSIS	9707	Renal Dialysis Visits: Outpatient	13.00
Statistical	1000	BALANCE SHEET	9845	Pediatrics Patient Discharges	27.00
Statistical	6290	PEDIATRICS	9845	Pediatrics Patient Discharges	27.00
Statistical	7188	C-WHAP CLINIC	9813	CWHAP Visit Count	588.00
Statistical	6400	LDRP	9856	Newborn Patient Days	185.00
Statistical	6400	LDRP	9857	Newborn Patient Discharges	213.00
Statistical	1000	BALANCE SHEET	9857	Newborn Patient Discharges	213.00
Statistical	7420	SURGERY	9809	Deliveries: C-Section	20.00
Statistical	7230	24 HR OBSERVATION	9881	Observation Care Hours	769.00

GL Journal Transactions

Data Type	Unit Id	Unit	Account No	Account	Amount
Statistical	6290	PEDIATRICS	9837	Insurance Patient Days	2.00
Statistical	6010	INTENSIVE CARE	9837	Insurance Patient Days	5.00
Statistical	6070	NEO-NATAL ICU	9837	Insurance Patient Days	5.00
Statistical	6400	LDRP	9837	Insurance Patient Days	20.00
Statistical	6170	MED/SURG	9837	Insurance Patient Days	106.00
Statistical	7560	E.K.G.	9879	EKG: Inpatient	267.00
Statistical	7010	EMERGENCY ROOM	9925	ER Visit 99281	31.00
Statistical	6010	INTENSIVE CARE	9850	NMC Patient Discharges	1.00
Statistical	6290	PEDIATRICS	9850	NMC Patient Discharges	13.00
Statistical	6070	NEO-NATAL ICU	9850	NMC Patient Discharges	13.00
Statistical	6170	MED/SURG	9850	NMC Patient Discharges	72.00
Statistical	6400	LDRP	9850	NMC Patient Discharges	88.00
Statistical	1000	BALANCE SHEET	9850	NMC Patient Discharges	186.00
Statistical	7010	EMERGENCY ROOM	9926	ER Visit 99282	156.00
Statistical	6010	INTENSIVE CARE	9833	Medi-Cal State Patient Days	2.00
Statistical	6400	LDRP	9833	Medi-Cal State Patient Days	2.00
Statistical	6070	NEO-NATAL ICU	9833	Medi-Cal State Patient Days	8.00
Statistical	6170	MED/SURG	9833	Medi-Cal State Patient Days	74.00
Statistical	1000	BALANCE SHEET	9841	Med/Surg Patient Discharges	299.00
Statistical	6170	MED/SURG	9841	Med/Surg Patient Discharges	299.00
Statistical	6070	NEO-NATAL ICU	9851	Private Pay Patient Discharges	1.00
Statistical	6290	PEDIATRICS	9851	Private Pay Patient Discharges	2.00
Statistical	6170	MED/SURG	9851	Private Pay Patient Discharges	6.00
Statistical	6400	LDRP	9851	Private Pay Patient Discharges	20.00
Statistical	1000	BALANCE SHEET	9851	Private Pay Patient Discharges	29.00
Statistical	7010	EMERGENCY ROOM	9927	ER Visit 99283	950.00
Statistical	7620	E.E.G.	9821	Outpatient Registration	1.00
Statistical	7761	ENDOSCOPY	9821	Outpatient Registration	2.00
Statistical	6170	MED/SURG	9821	Outpatient Registration	6.00
Statistical	7780	SPEECH THERAPY	9821	Outpatient Registration	11.00
Statistical	7740	ACUTE DIALYSIS	9821	Outpatient Registration	13.00
Statistical	7590	ECHO	9821	Outpatient Registration	16.00
Statistical	7650	NUCLEAR MED	9821	Outpatient Registration	22.00
Statistical	7230	24 HR OBSERVATION	9821	Outpatient Registration	23.00
Statistical	7570	CARDIAC CATH SERVICES	9821	Outpatient Registration	31.00
Statistical	7878	WOUNDCARE	9821	Outpatient Registration	43.00
Statistical	7199	SURGICAL HEALTH AT PI	9821	Outpatient Registration	58.00
Statistical	7470	CENTRAL SUPPLY - 7470	9821	Outpatient Registration	77.00
Statistical	9999	CERNER UNALIASED UNIT	9821	Outpatient Registration	100.00
Statistical	7770	PHYSICAL THERAPY	9821	Outpatient Registration	103.00
Statistical	7760	GASTRO SERVICES	9821	Outpatient Registration	121.00
Statistical	7520	PATHOLOGY LAB	9821	Outpatient Registration	129.00
Statistical	7640	INFUSION THERAPY CENT	9821	Outpatient Registration	135.00
Statistical	7660	M.R.I.	9821	Outpatient Registration	141.00
Statistical	7540	BLOOD BANK	9821	Outpatient Registration	143.00
Statistical	7420	SURGERY	9821	Outpatient Registration	162.00
Statistical	7197	UROLOGY	9821	Outpatient Registration	191.00
Statistical	7450	ANESTHESIA	9821	Outpatient Registration	230.00
Statistical	7191	WHAP	9821	Outpatient Registration	367.00

GL Journal Transactions

Data Type	Unit Id	Unit	Account No	Account	Amount
Statistical	7188	C-WHAP CLINIC	9821	Outpatient Registration	531.00
Statistical	6400	LDRP	9821	Outpatient Registration	620.00
Statistical	7186	PCHC (PEDS ON MAIN)	9821	Outpatient Registration	658.00
Statistical	7083	RURAL HEALTH CENTER	9821	Outpatient Registration	1,033.00
Statistical	5000	MEDICARE CONTRACTUAL	9821	Outpatient Registration	1,077.00
Statistical	7560	E.K.G.	9821	Outpatient Registration	1,179.00
Statistical	7680	CT SCANNER	9821	Outpatient Registration	1,192.00
Statistical	7670	ULTRASOUND	9821	Outpatient Registration	1,269.00
Statistical	7630	RADIOLOGY	9821	Outpatient Registration	2,202.00
Statistical	7183	PIONEERS HEALTH CENTE	9821	Outpatient Registration	2,578.00
Statistical	7010	EMERGENCY ROOM	9821	Outpatient Registration	3,334.00
Statistical	5100	MEDICAL CONTRACTUALS	9821	Outpatient Registration	3,999.00
Statistical	7710	PHARMACY REVENUE	9821	Outpatient Registration	4,066.00
Statistical	7500	CLINICAL LAB	9821	Outpatient Registration	4,931.00
Statistical	5200	OTHER DEDUCTIONS	9821	Outpatient Registration	9,987.00
Statistical	1000	BALANCE SHEET	9821	Outpatient Registration	12,861.00
Statistical	7649	INTERVENTIONAL RADIOL	9821	Outpatient Registration	86.00
Statistical	7720	RESPITORY THERAPY	9821	Outpatient Registration	87.00
Statistical	7761	ENDOSCOPY	9898	Endoscopy (15 minutes): Inpatient	14.00
Statistical	7680	CT SCANNER	9941	Radiology: CT Inpatient	340.00
Statistical	7450	ANESTHESIA	9714	Anesthesiology Minutes: Outpatient	1,062.00
Statistical	7186	PCHC (PEDS ON MAIN)	9812	PCHC Visit Count	659.00
Statistical	7191	WHAP	9814	WHAP Visit Count	369.00
Statistical	7197	UROLOGY	9815	URO Visit Count	211.00
Statistical	7420	SURGERY	9720	Surgery Count: Inpatient	72.00
Statistical	7720	RESPITORY THERAPY	9711	Inpatient Respiratory Therapy Revenue	-576,685.00
Statistical	7420	SURGERY	9822	Vascular Access: Outpatient	1.00
Statistical	6010	INTENSIVE CARE	9848	MMC Patient Discharges	1.00
Statistical	1000	BALANCE SHEET	9848	MMC Patient Discharges	67.00
Statistical	6170	MED/SURG	9848	MMC Patient Discharges	67.00
Statistical	6070	NEO-NATAL ICU	9849	Medi-Cal State Patient Discharges	2.00
Statistical	6400	LDRP	9849	Medi-Cal State Patient Discharges	2.00
Statistical	6170	MED/SURG	9849	Medi-Cal State Patient Discharges	17.00
Statistical	1000	BALANCE SHEET	9849	Medi-Cal State Patient Discharges	21.00
Statistical	7630	RADIOLOGY	9945	Radiology: Diagnostic Inpatient	413.00
Statistical	7670	ULTRASOUND	9947	Radiology: US Inpatient	206.00
Statistical	6070	NEO-NATAL ICU	9846	Newborn ICU Patient Discharges	21.00
Statistical	1000	BALANCE SHEET	9846	Newborn ICU Patient Discharges	21.00
Statistical	6010	INTENSIVE CARE	9855	3rd Party Managed Care (HMO) Patient	1.00
Statistical	6070	NEO-NATAL ICU	9855	3rd Party Managed Care (HMO) Patient	3.00
Statistical	6290	PEDIATRICS	9855	3rd Party Managed Care (HMO) Patient	11.00
Statistical	6170	MED/SURG	9855	3rd Party Managed Care (HMO) Patient	18.00
Statistical	6400	LDRP	9855	3rd Party Managed Care (HMO) Patient	34.00
Statistical	1000	BALANCE SHEET	9855	3rd Party Managed Care (HMO) Patient	65.00
Statistical	7083	RURAL HEALTH CENTER	9810	CHC Visit Count	1,034.00
Statistical	7183	PIONEERS HEALTH CENTE	9811	PHC Visit Count	2,584.00
Statistical	7770	PHYSICAL THERAPY	9823	TSAP Visit Count	230.00
Statistical	7560	E.K.G.	9896	EKG Outpatient	1,234.00
Statistical	7540	BLOOD BANK	9704	Blood Bank: Outpatient	46.00

GL Journal Transactions

Data Type	Unit Id	Unit	Account No	Account	Amount
Statistical	7520	PATHOLOGY LAB	9703	Pathological Laboratory Services Outpati	302.00
Statistical	7590	ECHO	9705	Cardiology Services: Outpatient	15.00
Statistical	7770	PHYSICAL THERAPY	9708	Physical Therapy Outpatient (x1)	907.00
Statistical	6010	INTENSIVE CARE	9800	ICU Patient Days	74.00
Statistical	7450	ANESTHESIA	9886	Anesthesiology Minutes: Inpatient	7,815.00
Statistical	7520	PATHOLOGY LAB	9888	Pathological Laboratory Services: Inpatie	147.00
Statistical	7640	INFUSION THERAPY CENT	9826	AICP Visit Count	135.00
Statistical	7540	BLOOD BANK	9889	Blood Bank: Inpatient	34.00
Statistical	6400	LDRP	9843	Obstetrics Patient Discharges	154.00
Statistical	1000	BALANCE SHEET	9843	Obstetrics Patient Discharges	154.00
Statistical	7770	PHYSICAL THERAPY	9876	Physical Therapy Inpatient (x1)	318.00
Statistical	7500	CLINICAL LAB	9702	Clinical Laboratory Services Outpatient	28,964.00
Statistical	6400	LDRP	9804	Obstetrics Patient Days	284.00
Statistical	6290	PEDIATRICS	9803	Pediatrics Patient Days	50.00
Statistical	6010	INTENSIVE CARE	9847	Medicare Patient Discharges	3.00
Statistical	6170	MED/SURG	9847	Medicare Patient Discharges	92.00
Statistical	1000	BALANCE SHEET	9847	Medicare Patient Discharges	95.00
Statistical	7680	CT SCANNER	9891	Radiology: CT Outpatient	1,653.00

DATE: July 15, 2025

TO: Imperial Valley Healthcare District Board of Directors

FROM: Ramaiah Indudhara, M.D; Chief of Staff, Pioneers Memorial Hospital

SUBJ: PMH Medical Staff Recommendations for Approval

ITEMS FOR CONSIDERATION: Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/procedures/forms or other related recommendations.

SUMMARY AND BACKGROUND: The Medical Executive Committee, upon the recommendations of the Credentials Committee and the respective clinical services and/or chiefs and based on the completed credential files, policies and procedures, recommends that medical staff membership and/or clinical privileges be granted as outlined below:

1. Recommend acceptance of the following policies/forms:
   - Aerosol Transmission Plan (ATP) (CLN-02378)
   - *Care of Ocular Emergencies (CLN-00940)*
   - *Disabled Medical Provider During Surgery (CLN-01480)*
   - Emergency Preparedness Communications Plan (EOC-00182)
   - Organ and Tissue Procurement/Donation (CLN-00027)

   Note: not all of these policies require Board approval. Only those requiring this approval will be forwarded to the Governing Body.

2. The transfer report was discussed. Of 19,822 ER visits, 2.67% or 531 patients were transferred to other facilities from January to May. The most common reasons were GI, Cardiology, Neurology, Neurosurgery and Pediatrics.

3. Mr. Velez, ECRMC CEO and Mr. Bjornberg, were both present at the MEC Meeting and reported on the hospital's merger progress.

4. Mr. Bjornberg reported that the ATA (purchase agreement) was not discussed at the meeting of the City of El Centro. There may be a special meeting once it is approved by the City. IVHD Board will then have an opportunity to review changes in the agreement that were made for the current bondholder.

5. The next meeting scheduled between PMH and ECRMC Medical Staff is scheduled for Tuesday, July 29th at 6:30pm.

6. It was reported that we had a profit of $5.7M for the year to date (11 months). The consequences of the new legislation are being considered and watched for their effect on the bottom line.

7. On an annual basis, all providers need to be Respiratory Mask Fit Tested per DNV. We have completed test results on 79% of the Medical/Allied Health Staff. Reminders have been sent to those who have not complied with the requirement.

8. We have hired new nurses who will begin their orientation process. We have a total of five travelers currently. The overall score of the Patient Experience is 62.8 for the 2nd quarter. BCMA (Bar Code Medication Administration) is 91.7% for June.

9. Hospitalists report that they are adequately staffed. Length of Stay, Case Mix Index and census scoring are all within limits and doing well.

10. Clinical Service and Committee Reports:
    - Medicine – Dr. Krutzik reported that some new protocols were approved for the more difficult to sedate patients.
    - Emergency Medicine – Dr. Nelson reported that a meeting was held. He gave a description of the educational items that were discussed.
    - Surgery/Anesthesia/Pathology – Meeting was held and minutes were presented. No additional updates were provided.

- OB/GYN – Dr. Hernandez reported that there has been an increase in the number of C-sections, the committee is reviewing this trend. The numbers are noted to be above the national average for this quarter.
- Pediatrics – A meeting was held. No updates were given.
- Medical Imaging – Dr. Rapp reported that they have a traveler for six months for Nuclear Medicine, Monday to Friday. The new CT is in process. One tech is retiring in August.
- Ambulatory Services – A meeting was held in which providers were given the opportunity to ask questions regarding IVHD and the merger. Two provider contracts were approved by the Board.
- Credentials & Bylaws – No meeting was held in July. In addition, Dr. Rapp will work with ECRMC counterparts to develop a set of bylaws that are fair and will represent both campus Medical Staff.
- MSQC –approved policies as listed above.
- Utilization Management – No update available.

RECOMMENDATION: That Imperial Valley Healthcare District Board of Directors approves each of the recommendations of the Medical Executive Committee for medical staff membership and clinical privileges as outlined above, policies and procedures as noted and authorize the chief executive officer to sign any documents to implement the same.

Respectfully submitted,
Ramaiah Indudhara, MD, MBA, FACS
Chief of Staff, Pioneers Health Center.
RI/cb

POLICIES FOR APPROVAL AT BOARD

	Policy	Policy No.	Page #	Revisions (see policy for full description)
1.	Aerosol Transmission Plan (ATP)	CLN-02378	• 1-30	• Removed outdated references. • Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District. • 5.6.1 Updated Code Reference • 5.6.7 Updated storage area for HEPA units • 5.9.3 Removed Imperial County Public Health Department from end of section. • Updated attachment A to mirror ATD Appendix A • 5.6.3 Updated number of HEPA units and filter storage area. • Added "environmental services, contractors, and administrative personnel who may work in patient care areas, etc." to 2.1 • Updated 4.10 edition • Updated 5.1.5 Added review of AIIR reports/logs • Attachment A: Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District. • Attachment D: Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District.
2.	Emergency Preparedness Communications Plan	EOC-00182	• 31-46	• Removed 5.1.2.2 which refers to Vesta, a mass notification system we no longer use. • Removed facsimile from external communications cha that we don't use. • Replaced PMHD to PMH • Revised Community Emergency contact list • Revised PMH Attachment B
3.	Organ and Tissue Procurement/Donation	CLN-00027	• 47-52	• Modified 5.2.6 Donation after Cardiac Death (DCD) 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

POLICIES FOR APPROVAL AT BOARD

				coordinator approach the family for organ donation after cardiac death DCD. • Deleted attachment A Death Rocord.

Title: **Aerosol Transmission Plan (ATP)**	Policy No. CLN-02378
	Page 1 of 19
Current Author: Angela McElvany	Effective: 3/17/2011
Latest Review/Revision Date: 4/2/2025	Manual: Clinical / Infection Control

Collaborating Departments: Facilities, Training & Development, Nursing, Case Management; Human Resources, Employee Health, Dr Al Jasim	Keywords: ATP, transmissible disease, TB exposure control, Tuberculosis

Approval Route: List all required approval				
	PSQC	Other: Safety x		
Clinical Service _____		MSQC x	MEC x	BOD x

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 document is intended to limit the risk of transmission of aerosol transmissible diseases, pathogens, and all aspects of the Tuberculosis (TB) Exposure Control Plan. This program shall provide guidelines for the identification and isolation of patients with suspected or diagnosed Aerosol Transmissible Diseases (ATD) as defined by California Occupational Safety and Health Standards (Cal-OSHA). All prior policies regarding TB Exposure Control Plan are superseded by this document.

2.0 Scope:

2.1 The policies and procedure in the ATD/TB Control plan are applicable to all individuals who work at Pioneers Memorial Hospital and associated clinics and have face-to-face contact with patients. This includes volunteers, LIPs, rotating staff such as travelers/registry, therapists, environmental services, contractors, and administrative personnel who may work in patient care areas, etc. This policy also applies to any Pioneers Memorial Hospital funded employee whose worksite location may be away from the facility. Lab workers who work with specimens or tissues that may be infected or potentially infected with ATDs are included. The ATD plan is applicable to all Pioneers Memorial HCW with potential for contact with patients who may be infected with any ATD listed in Attachment A.

3.0 Policy:

3.1 The intent of the policy is to provide care to patients with ATD in a manner that minimizes the risk of transmission to staff, patients, and visitors. Early diagnosis, timely and effective treatment, environmental controls, and the use of respiratory protection, a comprehensive healthcare worker (HCW) surveillance program, effective use of administrative work practices and engineering controls are the key to this policy.

3.2 The ATD plan is intended to serve as a guidance document for preventing healthcare associated transmission of ATDs. This policy and the policies and procedures referenced in this document are consistent with the current recommendations from the Center for Disease Control and Prevention (CDC), the requirements of Cal-OSHA and the California Department of Public Health (CDPH).

3.3 This plan is made available to all employees upon hire. A copy is maintained in

Compliance 360 and is reviewed with all employees on hire and at least annually as part of the annual update. The plan will be reviewed at least annually by the Infection Control Committee and revised, as necessary. PMHD administration will ensure compliance with this plan.

4.0 Definitions:

4.1 Accredited Laboratory – A laboratory that is licensed by the CDPH pursuant to Title 17 of The California Code of Regulations (CCR), or which has participated in a quality assurance program leading to a certification of competence administered by a governmental or private organization that test and certifies laboratories.

4.2 Aerosol Transmissible Disease (ATD) – A pathogen for which airborne precautions are recommended, as listed in Attachment A.

4.3 Aerosol Transmissible Pathogen – Laboratory (ATP-L): A pathogen that meets one of the following criteria: (1) the pathogen appears on the list in Attachment D (2) the Biosafety in Microbiological and Biomedical Laboratories (BMBL) recommends biosafety level 3 or above for the pathogen, (3) the pathogen is a novel or unknown pathogen.

4.4 Airborne Infection Isolation (AII) – Infection control procedures as described in Guidelines for preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings. These procedures are designed to reduce the risk of transmission of airborne infectious pathogens and apply to patients known or suspected to be infected with epidemiologically important pathogens that can be transmitted by the airborne route.

4.5 Airborne Infection Isolation Room or Area (AIIR) – A room, area, booth, tent, or other enclosure that is maintained at negative pressure to adjacent areas in order to control the spread of aerosolized M. tuberculosis and other airborne infectious pathogens and that meets the requirements stated in the CalOSHA standard.

4.6 Airborne Infectious Disease (AirID) – Either: (1) an aerosol transmissible disease transmitted through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the disease agent for which AII is recommended by the CDC or CDPH, as listed in Attachment A, or (2) the disease process caused by a novel or unknown pathogen for which there is no evidence to rule out with reasonable certainty the possibility that the pathogen is transmissible through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the novel or unknown pathogen.

4.7 Airborne Infectious Pathogen (AirIP) – Either: (1) an aerosol transmissible pathogen transmitted through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the infectious agents, and for which the CDC or CDPH recommends AII, as listed in Attachment A, or (2) a novel or unknown pathogen for which there is no evidence to rule out with reasonable certainty the possibility of transmission through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the novel or unknown pathogen.

4.8 Biological Safety Officer (s) – A person who is qualified by training and/or experience to

evaluate hazards associated with laboratory procedures involving ATP-L, who is knowledgeable about the facility biosafety plan, and who is authorized by the employer to establish and implement effective control measures for laboratory biological hazards.

4.9 Biosafety Level 3 – Compliance with criteria for laboratory practices, safety equipment, and facility design and construction recommended by the CDC in Biosafety in Microbiological and Biomedical Laboratories for laboratories in which work is done with indigenous or exotic agents with a potential for aerosol transmission and which may cause serious or potentially lethal infection.

4.10 Biosafety in Microbiological and Biomedical Laboratories (BMBL) - Biosafety in Microbiological and Biomedical Laboratories, 6th Edition (2020) CDC and National Institutes for Health, 2007, which is hereby incorporated by reference for the purpose of establishing biosafety requirements in laboratories.

4.11 CDC – Centers for Disease Control

4.12 CDPH – California Department of Public Health and its predecessor, the California Department of Health Services (CDHS)

4.13 Chief – The Chief of the Division of Occupational Safety and Health of the Department of Industrial Relations, or his or her designated representative.

4.14 CTCA – The California Tuberculosis Controllers Association

4.15 Drug Treatment Program – A program that is (A) licensed pursuant to Chapter 7.5 (commencing with Section 11834.01), Part 2, Division 10.5 of the Health and Safety Code; or Chapter 1 (commencing with Section 11876), Part 3, Division 10.5 of the Health Safety code; or (B) certified as a substance abuse clinic or satellite clinic pursuant to Section 21200, Title 22, CCR and which has submitted claims for Medi-Cal reimbursement pursuant Section 11831.5 or Section 11994 of the Health and Safety Code.

4.16 Droplet Precaution – Infection control procedures as described in Guidelines for Isolation Precautions designed to reduce the risk of transmission of infectious agents through contact of the conjunctivae or the mucous membranes of the nose or mouth of a susceptible person with large-particle droplets (larger that 5 um in size) containing microorganisms generated from a person who has a clinical disease or who is a carrier of the microorganism.

4.17 Exposure Incident – An event in which all of the following have occurred:

4.17.1 An employee has been exposed to an individual who is a case or suspected case of an ATD, or to a work area or to equipment that is reasonably expected to contain ATPs.

4.17.2 The exposure occurred without the benefit of applicable exposure controls required by this section.

4.17.3 And it reasonably appears from the circumstances of the exposure that transmission of disease is likely to require medical evaluation.

4.18 Health Care Worker (HCW) – A person who works in a health care facility, service, or operations, or who has potential for occupational exposure.

4.19 High Hazard Procedure – Procedures performed on a person who is a case or suspected case of an aerosol transmissible disease or on a specimen suspected of

containing an ATP-L, in which the potential for being exposed to aerosol transmissible pathogens is increased due to the reasonably anticipated generation of aerosolized pathogens.

4.20 Initial Treatment – treatment provided at the time of the first contact a health care provider has with a person who is potentially an AirID case or suspected case. Initial treatment does not include high hazard procedures.

4.21 Latent TB Infection (LTBI) – Infection with M. tuberculosis in which bacteria are present in the body but are inactive. Persons who have LTBI but who do not have active TB disease are asymptomatic, do not feel sick and cannot spread TB to other persons. They typically react positively to TB tests.

4.22 Local Health Officer – The health officer for the local jurisdiction responsible for receiving and/or sending reports of communicable diseases, as defined in Title 17, CCR. Note: Title 17, Section 2500 requires that reports be made to the local health officer for the jurisdiction where the patient resides.

4.23 M. tuberculosis – Mycobacterium TB complex, which includes M. tuberculosis, M. bovis, M. aftricanum, and M. microti. M. tuberculosis is the scientific name of the group of bacteria that causes tuberculosis.

4.24 Negative Pressure – a relative air pressure difference between two areas. The pressure in a containment room or area that is under negative pressure is lower than adjacent area, which keeps air from flowing out of the containment facility and into adjacent rooms or areas.

4.25 NIOSH – The Director of the National Institute for Occupational Safety and Health, CDC, or his or her designated representative.

4.26 Novel or Unknown ATP – A pathogen capable of causing serious human disease meeting the following criteria:

4.26.1 There is credible evidence that the pathogen is transmissible to humans by aerosols.

4.26.2 The disease agent is a newly recognized pathogen, or a newly recognized variant of a known pathogen and there is reason to believe that the variant differs significantly from the known pathogen in virulence or transmissibility.

4.26.3 A recognized pathogen that has been recently introduced into the human population.

4.26.4 A not yet identified pathogen.

4.27 PAPR – Positive Air Purifying Respirator

4.28 Reportable Aerosol Transmissible Disease (RATD) – A disease or condition which a health care provider is required to report to the local health officer, in accordance with Title 17 CCR, Division 1, Chapter 4, and which meets the definition of an aerosol transmissible disease (ATD)

4.29 Respiratory Hygiene/Cough Etiquette in Health Care Settings – Respiratory Hygiene/cough Etiquette in Health Care Settings, CDC, November 4, 2004, which is hereby incorporated by reference for the sole purpose of establishing requirements for source control procedures.

4.30 Screening By Health Care Provider – The initial assessment of persons who are

potentially AirID or ATD cases by a health care provider in order to determine whether they need airborne infection isolation or need to be referred for further medical evaluation or treatment to make that determination.

4.31 Significant Exposure – An exposure to a source of ATPs or ATPs-L in which the circumstances of the exposure make the transmission of a disease sufficiently likely that the employee requires further evaluation by a LIP.

4.32 Source Control Measures – The use of procedures, engineering controls, and other devices or materials to minimize the spread of airborne particles and droplets from an individual who has or exhibits signs or symptoms of having an ATD, such as a persistent cough.

4.33 Surge – a rapid expansion beyond normal services to meet the increased demand for qualified personnel, medical care, equipment, and public health services in the event of an epidemic, public health emergency, or disaster.

4.34 Suspected Case – either of the following:

4.34.1 A person whom a health care provider believes, after weighing signs, symptoms, and/or laboratory evidence, to probably have a particular disease or condition listed in Attachment A

4.34.2 A person who is considered a probable case, or an epidemiologically-linked case, or who has supportive laboratory findings under the most recent communicable disease surveillance case definition established by CDC and published in the Morbidity and Mortality Weekly Report (MMWR) or its supplements as applied to a particular disease condition listed in Attachment A.

4.35 TB Conversion – A change from “negative” to “positive” as indicated by TB test based upon current CDC or CDPH guidelines for interpretation of the TB test.

5.0 Procedure:

5.1 Administration has designated the Infection Control Practitioner as the administrator of the plan, under the authority and direction of the Medical Director of Infection Control and the Infection Control Committee (ICC). However, the prevention and control of infection is a shared responsibility among all clinical and non-clinical individuals of the hospital.

5.1.1 The Infection Control Practitioner shall be responsible for the establishment, implementation, and the maintenance of written infection control procedures to control the risks of transmissions of ATDs.

5.1.2 Each individual who works at Pioneers Memorial Hospital and associated clinics has the responsibility to know, understand, and follow the ATD/TB control Plan. Specifically, they must wear respiratory protection as described in this plan, complete an annual TB screening every 12 months for employees and report all incidents of exposure to Employee Health. If conversion rate increases TB screening will be conducted every 6 months for employees who work in high-risk areas.

5.1.3 Medical Staff: LIPs hold the primary responsibility for the early identification of ATD cases; prompt isolation of patients, and administration of appropriate

therapy.

5.1.4 Department Managers/Directors are responsible to ensure that annual department specific ATD/TB prevention related in service is provided and documented. They are responsible for monitoring healthcare workers for compliance with the ATD/TB exposure control plan.

5.1.5 Facility Services are responsible for maintenance, testing, and documentation of environment controls relating to Airborne Infection Isolation Rooms (AIIR). Facility services will change filters as required, when changing ventilation system filters, personnel will wear N95 respirator and dispose of used filters as bio-hazardous wastes. Facilities will maintain all necessary records regarding assessments of AIIR for five years and ensure annual certification of the AIIR ventilation system. Annual AIIR airflow verification and logs to be maintained digitally and reviewed quarterly by ICP.

5.1.6 Healthcare Workers (HCW) are responsible to know and understand and follow the ATD/TB control plan. Each employee is responsible for the use of standard precautions and other infection control policies and procedures to minimize risk of exposure to patient blood and body fluids. Additionally, each HCW is responsible for instituting appropriate infection control precautions, based on identified signs and symptoms, whenever an ATD is suspected.

5.1.7 Employee Health is responsible for healthcare worker ATD surveillance, record keeping and preventative therapy (including vaccination), exposure incident evaluation and follow-up. TB risk assessment shall be performed annually, on an as needed basis, and when an increase in HCW exposures is identified.

5.1.8 Case Management will identify patients with active or suspected ATD upon admission or initial review. The case manager will collaborate with the ICP to ensure appropriate and timely notification to the Imperial County Public Health Department. Case Managers will complete the discharge plan for all patients with active pulmonary TB.

5.1.9 Education and training is provided to all employees who have potential contact with suspected/confirmed patients or specimens. Personal Protection Equipment and hand hygiene education and training is incorporated in employee initial and annual re-orientation, annual skills fair and when significant changes to the plan are made. Participation in the annual skills fair is mandatory. The education department will maintain attendance records.

5.1.10 Engineering will monitor HEPA filters, ventilation and negative pressure systems as well as act as a resource for training and to department managers for clarification and review of departmental policies and/or concerns. Facilities shall act as the administrative liaison during a Cal-OSHA inspection and coordinate follow-up activities. Any deficiencies found in engineering performance will be reported to appropriate department leaders and the ICP.

5.2 Healthcare Worker Exposure Risk Determination:

5.2.1 The following are job classifications in which HCWs have potential for occupational exposure as listed in Attachment A

- Category I – the following identifies the job classification in which most HCWs have risk of occupational exposure.
  - Nursing personnel
  - Physicians, Nurse Practitioners, Physician Assistants, Nurse Anesthetist
  - Laboratory Personnel
  - Cardio-Pulmonary Personnel
  - Environmental Services Personnel
  - Radiology/Nuclear Medicine
  - Rehabilitation Therapy
- Category II – the following list identifies the job classification in which some HCWs have risk of occupational exposure.
  - Facilities Personnel (maintenance, bio-med)
  - Transport Personnel
  - Unit Secretaries/clerks/admitting
  - Dietary workers, Dieticians
  - Chaplains
  - Social Workers
  - Case Management
  - Security
  - Volunteers

5.3 Engineering and Work Practice Controls and Personal Protective Equipment:

5.3.1 Work practices shall be implemented following transmission-based precautions to prevent or minimize HCW exposures to airborne, droplet, and contact transmission of aerosol with CDC guidelines for isolation guidelines. Airborne precautions shall be in accordance with CDC guidelines for preventing the transmission of MTB in healthcare settings. These work practices and source controls may include but are not limited to; hand washing and gloving procedures; the use of ante-rooms; the use of respiratory protection; the use of personal protective equipment such as eye and face protection, surgical mask, gowns, and other PPE; and cleaning and disinfecting contaminated surfaces.

5.4 Respiratory Protection:

5.4.1 Droplet transmissible diseases

- A procedure or surgical mask is the mask of choice for employees caring for suspected or confirmed patients placed in droplet precautions.
- Patients must wear a surgical mask for any transport or treatment outside their room.

5.4.2 Airborne transmissible diseases

- NIOSH approved particulate respirator type N-95 is the mask of choice for employees.
- All employees required to wear the N-95 mask receive health screening from employee health and are fit tested. If employees fail the fit test and are

required to enter a room that requires an N-95 mask, those employees will be educated and trained in the use of PAPR by employee health or designee.

- Patients must wear a surgical or isolation mask for any transport or treatment outside their room.

5.5 Respiratory Protection When Performing a High Hazard Procedure:

5.5.1 High Hazard Procedures, environmental controls, and respiratory protection for ATD requiring airborne isolation:

- Sputum Induction
- Bronchoscopy
- Aerosolized administration of medications
- Pulmonary Function tests (unless patient is in a booth)
- Clinical, Surgical, and Laboratory procedures that may aerosolize pathogens
- Intubation
- Open circuit suctioning

5.5.2 PPE for healthcare workers caring for EBOLA patients include:

5.5.2.1 PAPR, full fluid resistant body suit, fluid resistant boots, fluid resistant gloves, and tape to tape around boots and gloves.

5.5.3 PPE for healthcare workers caring for COVID-19 patients include:

5.5.3.1 N-95 respirator (or higher), isolation gown, gloves and eye protection

5.5.4 Effective September 1, 2010 the employer shall provide a powered air purifying respirator (PAPR) with a high efficiency particulate air filter or a respirator providing equivalent or greater protection for all high-risk procedures on a patient requiring AII. The PAPRs are located in the Emergency Department, in a closet by the ambulance entrance. If needed, there are additional PAPRs in the other clinical departments.

- In the event of an influx of infectious patients refer to PMHD policy EOC-00135; Guidelines for Influx of Patients with Highly Communicable Diseases or for surge capacity see EOC-00180.

5.6 Specific Requirements for all AII rooms and areas:

5.6.1 Hospital isolation rooms are constructed in conformance with Title 24, California Code of Regulations, Chapter 12, Section 1224, and with Cal-OSHA Title 8 guidelines.

5.6.2 Negative pressure shall be maintained in ALL rooms or areas. The ventilation rate shall be 12 or more air changes per hour (ACH). The required ventilation rate may be achieved in part by using in-room high efficiency particulate air (HEPA) filtration or other air cleaning technologies, but in no case shall the outdoor air supply ventilation rate be less than 6 ACH. Hoods, booths, tents and other local exhaust control measures shall comply with CDC Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Healthcare Settings.

5.6.3 HEPA-filtration Units:

- There are 6 HEPA filters for use
- Engineering is responsible for connecting the unit to the established mounting

in AIIRs.

- HEPA-filter changes are stored in Bio Med
- Pre-filters will be changed per manufactures guidelines or at least bi-annually.
- Hospital approved TB disinfectant will be used to clean HEPA-filtration Units
- Engineering and bio-medical departments are responsible for the preventative maintenance of the HEPA-filter unit

5.6.4 Engineering controls shall be maintained, inspected and performance monitored for filter loading and leakage at least annually and more often, if necessary, to maintain effectiveness. Problems found shall be corrected within a reasonable period of time. If the problem(s) prevent the room from providing effective AIIR, then the room shall not be used for that purpose until the condition is corrected.

5.6.5 An isolation precaution sign will be placed outside the room, as a source control measure, to alert any person prior to entering the room of infection prevention precautions.

5.6.6 The corridor door is kept closed except when patients are being transferred out of the room. Negative pressure monitoring is performed by the nursing department every shift while the room is occupied by an AirID.

5.6.7 When a case or suspected case vacates an AIIR or area, the room shall be ventilated according to the CDC Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings for removal of 99-99.9% before permitting employees to enter without respiratory protection.

- After patient is discharged the HEPA filter will run for 35 minutes
- Engineering will disconnect the HEPA-filter from the mounting; Housekeeping will then clean the unit and cover it. Then the unit will be placed in storage in the former surgery area “Old OR.”

5.7 Environmental controls for High Hazard Procedures:

5.7.1 High-hazard procedures shall be conducted in AII rooms or areas, such as a ventilated booth, tent or a single/private room with a HEPA filter. Persons not performing the procedures shall be excluded from the area, unless they use the respiratory and personal protective equipment required for employees performing these procedures. Employees working in the room or area where the procedure is performed shall use respiratory protection and as well as other necessary PPE.

5.8 Precautions for Managing Infectious Patients: 5199 ATD (c)

5.8.1 Transfer of patients within facility to airborne infection isolation rooms or areas within the facility shall occur within 5 hours of identification. If there is no AII room or area available within this time, the employer shall transfer the individual to another suitable facility.

5.8.2 Transfers to other facilities shall occur within 5 hours of identification, unless the facility documents, at the end of the 5-hour period, and at least every 24 hours thereafter, each of the following:

- The facility case manager has contacted the local health officer
- There is no AII room or area available within that jurisdiction

- Reasonable efforts have been made to contact establishments outside of that jurisdiction, as provided in the Plan.
- All applicable measures recommended by the local health officer or the Infection Control Committee have been implemented
- All employees who enter the room or area housing the individual are provided with, and use, appropriate PPE and respiratory protection in accordance with these guidelines

5.8.3 Where the treating LIP determines that transfer would be detrimental to a patient's condition, the patient need not be transferred. In that case the facility shall ensure that employees use respiratory protection when entering the room or are housing the individual. The patient's condition shall be reviewed at least every 24 hours to determine if transfer is safe, and the determination shall be recorded as described above. Once transfer is determined to be safe, the transfer must be made within the time period set forth above.

5.9 Employee Health Services: 5199 ATD (h)

5.9.1 Any employee with potential for occupational exposure shall be provided with general surveillance for ATDs, and infection with ATPs and ATPs-L, as recommended by the CDC and/or the CDPH for the type of work setting. When and employer is also acting as the evaluating health care professional, the employer shall advise the employee following an exposure incident that the employee may refuse to consent to vaccination, post-exposure evaluation and follow-up from the employer-health care professional. When consent is refused, the employer immediately shall make available a confidential vaccination, medical evaluation or follow-up from a LIP other than the exposed employees employer.

5.9.2 General surveillance provisions, including vaccinations, examinations, evaluations, determination, procedures, and medical management and follow-up, shall be:

- Performed by Employee Health
- Provided according to current applicable public health recommendations
- Provided in a manner that ensures the confidentiality of employees and patients. Test results and other information regarding exposure incidents and TB conversions shall be provided without providing the name of the source individual.

5.9.3 Vaccines and Vaccinations:

- PMHD will offer vaccines to all susceptible health care workers with potential for occupational exposure.
- Recommended vaccinations shall be made available to all employees who have occupational exposure after the employee has received the training required and within 10 working days of initial assignment unless:
  - The employee has previously received the recommended vaccination(s) and is not due to receive another vaccination dose
  - HCW has proven immunity in accordance with current CDC and CDPH

guidance or by titer or documented immunization
    - The vaccine(s) is contraindicated for medical reasons
- The employer shall make additional vaccination(s) available to employees within 120 days of the issuance of new CDC or CDPH recommendations
- Participation in a prescreening program is not a prerequisite for receiving a vaccination, unless CDC or CDPH guidelines recommend prescreening prior to administration of the vaccine
- If the employee initially declines a vaccination but at a later date, while still covered under the standard, decides to accept the vaccination, the employer shall make the vaccination available within 10 working days of that request.
- PMHD shall ensure that employees who decline to accept a recommended and offered vaccination shall sign the appropriate declination form that includes the ATD plan required declination statement. (See policy HRD-00113 for a list of vaccines offered)
- Employee Health Nurse administering a vaccination or determining immunity will provide the following information to the employer:
    - The employee's name and employee identifier
    - The date of the vaccine dose or determination of immunity
    - Whether an additional vaccination dose is required, and if so, the date the additional vaccination dose shall be provided**.** *Exception: When the employer cannot implement these procedures because of the lack of availability of vaccine, the employer shall document efforts made to obtain the vaccine in a timely manner and inform employees of the status of the vaccine at least every 10 working days and inform employees when the vaccine becomes available*.
    - Vaccines will be offered by Employee Health or Pioneers Health Center (PHC).

5.10 Exposure Incidents:

5.10.1 A health care provider or the employer of a health care provider who determines that a person is an RATD case, or suspected case shall report, or ensure that the health care provider reports the case to the local health officer, in accordance with Title 17.

- In addition to the report required, the employer in the facility, service or operation that originates the report, shall determine, to the extent that the information is available in the employer's records, whether the employee(s) of any other employer(s) may have had contact with the case or suspected case while performing activities within the scope of this section. The employer shall notify the other employer(s) within a timeframe that will both provide reasonable assurance that there will be adequate time for the employee to receive effective medical intervention to prevent disease or mitigate the disease course and will also permit the prompt initiation of an investigation to identify exposed employees. In no case, shall the notification be longer than 72 hours after the report to the

local health officer. The notification shall include the date, time, and nature of the potential exposure of his or her employees. The notifying employer shall not provide the identity of the source patient to the other employer(s). *Note 1*: These employees may include, but are not limited to, paramedics, emergency personnel, referring health care facilities or agencies, and corrections personnel. *Note 2*: Some diseases, such as meningococcal disease, require prompt prophylaxis of exposed individuals to prevent disease. Some diseases, such as Varicella, have a limited window in which to administer vaccine to non-immune contacts. Exposure to some diseases may create a need to temporarily remove an employee from certain duties during a potential period of communicability. For other diseases such as TB there may not be a need for immediate medical intervention, however prompt follow-up is important to the success of identifying exposed employees.

- Each employer who becomes aware that his or her employees may have been exposed to an RATD case or suspected case, or to an exposure incident involving an ATP-L shall do the following:
- Within a timeframe that is reasonable for the specific disease, but in no case later than 72 hours following as applicable, the employers report to the local health officer or the receipt of notification from another employer or the local health officer, conduct an analysis of the exposure scenario to determine which employees had significant exposures. This analysis shall be conducted by an individual knowledgeable in the mechanisms of exposure to ATPs or ATPs-L and shall record the names and any other employee's identifier used in the workplace of persons who were included in the analysis. The analysis shall also record the basis for any determination that an employee need not be included in post-exposure follow-up because the employee did not have a significant exposure or because a LIP determined that the employee is immune to the infection in accordance with applicable public health guidelines. The exposure analysis shall be made available to the local health officer upon request. The name of the person making the determination, and the identity of any LIP or local health officer consulted in making the determination shall be recorded.
- Within a timeframe that is reasonable for the specific disease, but in no case later than 96 hours of becoming aware of the potential exposure, notify employees who had significant exposures of the date, time, and nature of the exposure.
- As soon as feasible, provide post-exposure medical evaluation to all employees who had significant exposure. The evaluation shall be conducted by a LIP knowledgeable about the specific disease, including appropriate vaccination, prophylaxis and treatment. For M. tuberculosis and for other pathogens recommended by applicable public health

guidelines, this shall include testing of isolate from the source individual or material for drug susceptibility, unless the LIP determines that it is not feasible.

- Obtain from the LIP a recommendation regarding precautionary removal and written opinion.

5.10.2 Determine, to the extent that the information is available in the employer's records, whether employees of any other employers may have been exposed to the case or material. The employer shall notify these other employers within a timeframe that is reasonable for the specific disease, but in no case later than 72 hours of becoming aware of the exposure incident of the nature, date, and time of the exposure, and shall provide the contact information for the diagnosing LIP. The notifying employer shall not provide the identity of the source patient to other employers.

5.10.3 Information provided to the LIP;

- Pioneers Memorial Hospital shall ensure that all LIPs responsible for making determinations and performing procedures as part of the medical services program are provided with a copy of this standard and applicable public health guideline. For respirator medical evaluations, the employer shall provide information regarding the type of respiratory protection used, a description of the work effort required, and any special environmental conditions that exist (e.g., heat, confined space entry), additional requirements for protective clothing equipment, and the duration and frequency of respirator use.
- Pioneers Memorial Hospital shall ensure that the LIP who evaluates an employee after an exposure incident is provided the following information:
- A description of the exposed employee's duties as they relate to the exposure incident
- The circumstances under which the exposure incident occurred
- Any available diagnostic test results, including drug susceptibility pattern or other information relating to the source of exposure that could assist in the medical management of the employee
- All the employer's medical records for the employee that are relevant to the management of the employee, including tuberculin skin test results, tuberculosis blood test results (Quantiferon-gold) and other relevant tests for ATP infection, vaccination status, and determinations of immunity.

5.10.4 Precautionary removal recommendation from the LIP

- Each employer who provides a post-exposure evaluation shall request from the LIP an opinion regarding whether precautionary removal from the employee's regular assignment is necessary to prevent spread of the disease agent by the employee and what type of alternate work assignment may be provided. Pioneers Memorial shall request that the LIP convey to the Employee/Occupational Health any recommendations for precautionary removal immediately via phone or fax and that the LIP document the

recommendation in the written opinion.

- If the LIP recommends precautionary removal, or the local health officer recommends precautionary removal, Pioneers Memorial shall comply until the employee is determined to be non-infectious, the employee's earnings, seniority, and all other employee rights and benefits, including the employee's right to his or her former job status, as if the employee had not been removed from his or her job or otherwise medically limited. *Exception*: *Precautionary removal provisions do not extend to any period of time during which the employee is unable to work for reasons other than precautionary removal*.

5.10.5 Written opinion from the LIP:

- Each employer shall obtain and provide the employee with a copy of the written opinion of the LIP within 15 working days of the completion of all required medical evaluations.
- For respirator use, the LIPs opinion shall have the required content (See section 5144(e)(6) Section 5144. Respiratory Protection http://www.dir.ca.gov/Title8/5144.html
- For all RATD and ATP-L exposure incidents, the written opinion shall be limited to the following information:
  - The employee's applicable RATD test status for the exposure of concern
  - The employee's infectivity status
  - A statement that the employee has been informed of the results of the medical evaluation and has been offered any applicable vaccinations, prophylaxis, or treatment
  - A statement that the employee has been told about any medical conditions resulting from exposure to TB, other RATD, or ATP-L that required further evaluation or treatments and that the employee has been informed of treatment options
  - Any recommendations for precautionary removal from the employee's regular assignment
- All other findings or diagnosis shall remain confidential and shall not be included in the written report.

5.11 Training: 5199 ATD (i)

5.11.1 Training is provided to all employees with occupational exposure at the time of initial assignment and annually, and when any significant changes to the plan are made.

5.11.2 Training material will be appropriate in content and vocabulary to the education level, literacy and language of the employee.

5.11.3 The program must contain the following:

- An accessible copy of the regulation available online at www.dir.ca.gov/Title8/5199.html
- A general explanation of ATDs with signs and symptoms that would require further medical evaluation

- An explanation of the modes of transmission of ATPs and control procedures
- An explanation of the ATD Plan, how to give input and how to obtain a copy
- How to recognize task and other activities that may put them at risk
- Appropriate engineering work practice controls, decontamination and disinfection procedures, and personal and respiratory equipment use and limitations
- Selection, use and care of PPE
- Information on vaccination
- What to do in case of exposure
- Information on the hospital surge plan
- An opportunity for interactive questions answered within 24 hours

5.12 Record Keeping 5199 ATD (i)

5.12.1 Employee Health Services shall maintain a medical record for each employee who sustains an occupational exposure to an ATD. This record may be combined with blood borne pathogen exposure records but may not be with non-medical personnel records. This record shall include:

- The employees name and any other employee identification used in the workplace.
- The employee's vaccination status for all vaccines required by this standard, including the information provided by the LIP, any vaccine record provided by the employee, and any signed declination forms.
- Regarding seasonal influenza vaccination, the medical record need only contain a declination form for the most recent seasonal influenza vaccine.
- A copy of all written opinions provided by a LIP in accordance with this standard, and the results of all TB assessments.
- A copy of the information regarding an exposure incident that was provided to the LIP as required by this standard
- PMHD shall ensure that all employees' medical records required by this section are kept confidential, not disclosed or reported without the employees, express written consent to any person within or outside the workplace except as permitted by this section or as may be required by law. *Note*: These provisions do not apply to records that do not contain individually identifiable medical information, or from which individually identifiable medical information has been removed. The employee file must be maintained for at least the duration of employment plus 30 years.

5.12.2 Records of Exposure incidents shall be retained and include:

- The date of the exposure incident
- The names, and any other employee identifiers used in the workplace
- The disease or pathogen to which employees may have been exposed
- The name and job title of the person performing the evaluation
- The identity of any local health officer and/or LIP consulted
- The date of the evaluation

- The date of contact and contact information for any other employer who either notified the employer or was notified by the employer regarding potential employee exposure

5.12.3 Records of unavailability of vaccine shall include the name of the person who determined that the vaccine was not available, the name and affiliation of the person providing the vaccine availability information, and the date of the contact.

5.12.4 Training Record shall include the following information:

- The dates(s) of the training
- The contents or a summary of the training session(s)
- The names and qualifications of persons conducting the training or who are designated to respond to interactive questions
- The names and job titles of all persons attending the training session
- The training records shall be maintained for 3 years from the date on which the training occurred.

5.12.5 Review of the ATD plan shall be conducted annually by the Infection Control committee

5.12.6 Records of inspection, testing and maintenance of non-disposable engineering controls including ventilation and other air handling systems, air filtration systems, shall be maintained for a minimum of five years and shall include the name(s) of personnel performing the test, inspection or maintenance, the date, and any significant findings and actions that were taken.

5.12.7 Records of the respiratory protection program shall be established and maintained in accordance with Section 5144, Respiratory Protection, of these orders. Employers who provide fit-testing in accordance with subsection (g) (6) (B) 3 [fit testing every two years except for employees performing high-hazard procedures, until January 1, 2014] shall retain the screening record for two years.

5.12.8 Records of the unavailability of AII rooms or areas shall include the name of the person who determined that an AII room or area was not available, the names and affiliation of persons contacted for transfer possibilities, and the date of the contact, the name and contact information for the local health officer providing assistance, and the times and dates of these contacts. This record, which shall not contain a patient's individually identifiable medical information shall be retained for three years

5.12.9 Records of decisions not to transfer a patient to another facility for AII for medical reasons, shall be documented in the patient's chart, and a summary shall be provided to the Plan administrator providing only the name of the LIP determining that the patient was not able to be transferred, the date and time of the initial decision and the date, time and identity of the person(s) who performed each daily review. The summary record, which shall not contain a patient's individually identifiable medical information, shall be retained for three years.

5.13 Availability

5.13.1 The employer shall ensure that all records required to be maintained by this section shall be made available upon request to the Chief of NIOSH and the local

health officer for examination and copying.

5.13.2 Employee training records, the ATD Exposure Plan, and records of implementation of the ATD Exposure Control Plan, shall be available as employee exposure records.

5.13.3 Employee medical records required by this subsection shall be provided upon request to the subject employee, anyone having the written consent of the subject employee, local health officer, and to the Chief and NIOSH in accordance with Section 3204 of these orders.

5.14 Transfer of Records

5.14.1 The employer shall comply with the requirements involving the transfer of employee medical exposure records (See Cal-OSHA standards section 3204 Access to Employee Exposure and Medical Records).

5.14.2 If the employer ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the employer shall notify the Chief and NIOSH, at least three months prior to the disposal of the records and shall transmit them to NIOSH, if required by NIOSH to do so, within that three-month period.

6.0 References:

6.1 California Code of Regulations, Title 8.Industrial Relations, Division 1. Department of Industrial Relations, Chapter 4. Division of Industr5ial Safety, Subchapter 7. General Industry Safety Orders, Group 16. Control of Hazardous Substances, Article 109. Hazardous Substances and Processes, Section 5199. Aerosol Transmissible Diseases/Pathogens www.dir.ca.gov/Title8/5199.html

6.1.1 Appendix A: Aerosol Transmissible Diseases/Pathogens (Mandatory) http://www.dir.ca.gov/title8/5199a.html

6.1.2 Appendix B: Alternate Respirator Medical Evaluation Questionnaire (This Attachment is Mandatory if the Employer chooses to use a Respirator Medical Evaluation Questionnaire other than the Questionnaire in Section 5144 http://www.dir.ca.gov/Title8/5199b.html

6.1.3 Appendix C1: Vaccination Consent and Declination Statement (Mandatory) http://www.dir.ca.gov/title8/5199c1.html

6.1.4 Appendix C2: Seasonal Influenza Vaccination Declination Statement (Mandatory) http://www.dir.ca.gov/title8/5199c2.html

6.1.5 Appendix D: Aerosol Transmissible Pathogens –Laboratory (Mandatory) http://www.dir.ca.gov/title8/5199d.html

6.1.6 Appendix E: Aerosol Transmissible Disease Vaccination Recommendations for Susceptible Health Care Workers (Mandatory) https://www.dir.ca.gov/title8/5199e.html

6.1.7 Sample Screening Criteria for Work Settings Where No Health Care Providers Are Available (non-mandatory) http://www.dir.ca.gov/title8/5199f.html

6.1.8 Information for Respirator Fit-Test Screening (Mandatory if employer does not provide annual fit-test) http://www.dir.ca.gov/title8/5199g.html

6.2 California code of Regulations, Title 8. Industrial Relations, Division 1. Department of Industrial Relations, Chapter 4. Division of Industrial Safety, Subchapter 7. General Industry Safety Orders, Group 16. Control of Hazardous Substances, Article 107. Dusts, Fumes, Mists, Vapors and Gases, Section 5144. Respiratory Protection at work http://www.dir.ca.gov/Title8/5144.html

6.2.1 Appendix A Section 5144: Fit Testing Procedure http://www.dir.ca.gov/Title8/5144a.html

6.2.2 Appendix C Section 5144: Respirator Medical Evaluation Questionnaire http://www.dir.ca.gov/Title8/5144c.html

6.3 California Department of Health Services

6.4 Centers for Disease Control and Prevention, 2007Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings https://www.cdc.gov/hicpac/pdf/isolation/isolation2007.pdf

6.5 Centers for Disease Control and Prevention, Guideline for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings, 2005 http://www.cdc.gov/mmwr/PDF/rr/rr5417.pdf

6.6 Loeb, Mark, MD, MSc, et al. Surgical Mask vs. N95 Respirator for Preventing Influenza Among Health Care Workers, JAMA. 2009; 302(17) (doi:10.1001/jama.2009.1466) http://jamanetwork.com/journals/jama/fullarticle/184819

6.7 10/7/2009 California Code of Regulations, Title 8. Industrial Relations, Division 1. Department of Industrial Relations, Chapter 4. Division of Industrial Safety, Subchapter 7. General Industry Safety Orders

6.7.1 Section 5199. Aerosol Transmissible Disease/Pathogens www.dir.ca.gov/Title8/5199.html

6.7.2 Attachment A: http://www.dir.ca.gov/title8/5199a.html California Code of Regulations, Title 8. Industrial Relations, Division 1. Department of Industrial Relations, Chapter 4. Division of Industrial Safety, Subchapter 7. General Industry Safety Orders Group 16. control of Hazardous Substances, Article 107. Dusts, Fumes, Mists, Vapors and Gases, Section 5144. Respiratory Protection http://www.dir.ca.gov/Title8/5144.html

6.8 California Department of Health Services

6.9 California Association of Health Facilities, Model Respiratory Protection Program, June, 2009. http://www.cahfdownload.com/cahf/dpp/CAHF_MRPP.pdf

6.10 Centers for Disease Control and Prevention, 2007 Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in healthcare Settings https://www.cdc.gov/hicpac/pdf/isolation/isolation2007.pdf

6.11 Centers for Disease Control and Prevention, Guideline for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings, 2005 http://www.cdc.gov/mmwr/PDF/rr/rr5417.pdf

7.0 Attachment List:

7.1 Attachment A – Aerosol Transmissible Pathogens

7.2 Attachment B – Respiratory Medical Evaluation Questionnaire

7.3 Attachment C1 – Consent/Decline MMR Vaccination
7.4 Attachment C2- Consent/Decline Influenza Vaccination
7.5 Attachment D – Aerosol Transmissible Pathogens Laboratory/Mandatory

8.0 Summary of Revisions:

8.1 Removed outdated references.
8.2 Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District.
8.3 5.6.1 Updated Code Reference
8.4 5.6.7 Updated storage area for HEPA units
8.5 5.9.3 Removed Imperial County Public Health Department from end of section.
8.6 Updated attachment A to mirror ATD Appendix A
8.7 5.6.3 Updated number of HEPA units and filter storage area.
8.8 Added “environmental services, contractors, and administrative personnel who may work in patient care areas, etc.” to 2.1
8.9 Updated 4.10 edition
8.10 Updated 5.1.5 Added review of AIIR reports/logs
8.11 Attachment A: Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District.
8.12 Attachment D: Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District.

Imperial Valley Healthcare District

Title: Aerosol Transmissible Diseases/Pathogens: Appendix A	Policy No.
	Page 1 of 2
Current Author: Angela McElvany	Effective:
Latest Review/Revision Date:12/5/2023	Manual:

Collaborating Departments:		Keywords:		
Approval Route: List all required approval				
MARCC	PSQC	Other:		
Clinical Service _____		MSQC	MEC	BOD

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

Aerosol Transmissible Diseases/Pathogens:

This appendix contains a list of diseases and pathogens which are to be considered aerosol transmissible pathogens for the purpose of Section 5199. Employers are required to provide the protections required by Section 5199 regarding airborne infectious diseases or pathogens for those pathogens and diseases listed below under "Airborne Infectious Diseases/Pathogens"

Airborne Infectious Diseases/Pathogens:

Aeorosolizable spore-containing powder or other substance that is capable of causing serious human disease, e.g.
Anthrax/Bacillus anthracis
Avian influenza/Avian influenza A viruses (strains capable of causing serious disease in humans)
Varicella disease (chickenpox, shingles)/Varicella zoster and Herpes zoster viruses, disseminated disease in any patient
Localized disease in immunocompromised patient until disseminated infection ruled out
Measles (rubeola)/Measles virus
Monkeypox/Monkeypox virus
Novel or unknown pathogens
Severe acute respiratory syndrome (SARS) SARS- associated corona virus (SARS-CoV)
Smallpox (variola)/Variola virus (see vaccine for management of vaccinated persons)
Tuberculosis (TB)/Mycobacterium tuberculosis-Extrapulmonary, draining lesion; Pulmonary or laryngeal disease, confirmed: Pulmonary or laryngeal disease, suspected
Any other disease for which the CDC or CDPH recommends airborne infection isolation

Droplet Precautions
Diphtherial/Corynebacterium diphtheriae – pharyngeal
Epiglottis's, due to Haemophilus influenza type b
Group A Streptococcal (GAS) disease (strep throat, necrotizing fasciitis, impetigo)/Group A streptococcus
Haemophilus influenza Serotype b (Hib) disease/Haemophilus influenzea serotype b – Infants and children
Influenza, human (typical seasonal variations)/influenza viruses
Meningitis
Haemophilus influenzea, type b known or suspected

Neisseria Meningitidis (meningococcal) known or suspected
Meningococcal disease/Neisseria Meningitidis: sepsis, pneumonia (see also meningitis)
Mumps (infectious parotitis)/Mumps virus
Mycoplasmal pneumonia/Mycoplasma pneumoniae
Parvovirus B19 infection (Erythema infectiosum, fifth disease)/Parvovirus B19
Pertussis (whooping cough)/Bordetella pertussis
Pharyngitis in infants and young children/Adenovirus, Orthomyxoviridae, Epstein-Barr virus, Herpes simplex virus
Pneumonia
Adenovirus
Chlamydia pneumoniae
Mycoplasma pneumoniae
Neisseria meningitidis
Streptococcus pneumoniae
Pneumonic Plague/Yeresinia pestis
Rubella virus infection (German measles) (also see congenital rubella)/Rubella virus
Scarlet fever in infants and young children/ Group A streptococcus, Serious invasive disease
Viral hemorrhagic fevers due to Lassa, Ebola, Marburg, Crimean-Congo fever viruses, and Hantaviruses (airborne infection isolation and respirator use may be required for aerosol-generating procedures)
Any other disease for which the CDC or CDPH recommends droplet precautions

IMPERIAL VALLEY HEALTHCARE DISTRICT- PIONEERS MEMORIAL HOSPITAL
RESPIRATORY PROTECTION
EVALUATION QUESTIONNAIRE
Attachment B – Aerosol Transmission Plan

Employee: Complete questionnaire for scheduling of fit test. Fit testing is required annually. *Failure to complete this requirement will result in removal from the work schedule.*

INSTRUCTIONS: Employee, please complete Sections A and B— type or print clearly.

Evaluations are based on the employee's ability to use the following particulate respirators:

- 3M 9205 Particulate Respirator
- 3M 1870+ N-95 Particulate Respirator
- PAPR (Powered Air Purifying Respirator)
- 3M 1860R & 1860S Particulate Respirator
- Moldex 1510 XSmall
- Other_____

SECTION A

NAME (Last) **PRINT** (First) (Middle)	SOCIAL SECURITY NUMBER (Last 4 numbers only)
_____ Department:	XXX – XX - _____

HEIGHT	WEIGHT	GENDER	AGE	TODAY'S DATE
Feet _____ Inches _____	Pounds _____	Male _____ Female_____	(To nearest year)	

DAY TIME PHONE (include area code)	Have you ever used a respirator? Check Yes or No. _____Yes _____No

SECTION B

Read the question and check the appropriate box.

	YES	NO
1. Do you *currently* smoke tobacco, or have you smoked tobacco in the last month?	( )	( )
a. Have you ever had any of the following Conditions?		
b. Seizures (fits)	( )	( )
c. Diabetes (sugar disease)?	( )	( )
d. Allergic reactions that interfere with your breathing?	( )	( )
Claustrophobia (fear of closed-in-places)?	( )	( )
e. Trouble smelling odors?	( )	( )
3. Have you ever had any of the following Pulmonary or lung problems:		
a. Asbestosis?	( )	( )
b. Asthma?	( )	( )
c. Chronic Bronchitis	( )	( )
d. Emphysema?	( )	( )
e. Pneumonia?	( )	( )
f. Tuberculosis	( )	( )
g. Silicosis	( )	( )
h. Pneumothorax (collapsed lung)?	( )	( )
i. Lung Cancer	( )	( )
j. Broken ribs	( )	( )
k. Any chest injuries or surgeries?	( )	( )
l. Any other lung problem that you've been told about? If yes, describe below.	( )	( )

_____

4. Do you currently have any of the following symptoms of pulmonary or lung illness?	YES	NO
a. Shortness of breath?	( )	( )
b. Shortness of breath when walking fast on		
c. Level ground or walking up a slight hill or incline.	( )	( )
d. Shortness of breath when walking with		
e. Other people at an ordinary pace on level ground?	( )	( )
f. Have to stop for breath when walking at		
g. Your own pace on level ground?	( )	( )
h. Shortness of breath when washing or dressing yourself?	( )	( )
i. Shortness of breath that interferes with your job?	( )	( )
j. Coughing that produces phlegm (thick Sputum)?	( )	( )
k. Coughing that wakes you early in the morning?	( )	( )
l. Coughing that occurs mostly when you are lying down?	( )	( )
m. Coughing up blood in the last month?	( )	( )
n. Wheezing?	( )	( )
o. Wheezing that interferes with you job?	( )	( )
p. Chest pain when you breathe deeply?	( )	( )
q. Any other symptoms that you think may		
r. Be related to lung problems?	( )	( )

If yes, describe below:

_____
_____
_____
_____

IMPERIAL VALLEY HEALTHCARE DISTRICT- PIONEERS MEMORIAL HOSPITAL
RESPIRATORY PROTECTION
EVALUATION QUESTIONNAIRE
Attachment B – Aerosol Transmission Plan

5. Have you ever had any of the following cardiovascular or heart problems?	**Yes**	**No**
a. Heart attack?	( )	( )
b. Stroke?	( )	( )
c. Angina?	( )	( )
d. Heart failure	( )	( )
e. Swelling in your legs or feet (not		
f. caused by walking)	( )	( )
g. Heart arrhythmia (heart beating irregularly?	( )	( )
h. High blood pressure?	( )	( )
i. Any other heart problem that you've Informed of?	( )	( )

If yes, describe below:

_____
_____

6. Have you ever hand any of the following Cardiovascular or heart symptoms:	**Yes**	**No**
a. Frequent pain or tightness in your chest?	( )	( )
b. Pain or tightness in your chest during activity?	( )	( )
c. Pain or tightness in your chest that interferes with your job?	( )	( )
d. In the past two years have you noticed your heart skipping or missing a beat?	( )	( )
e. Heartburn or indigestion that is not related to eating?	( )	( )
f. Any other symptoms that you think may be related to heart or circulation problems?	( )	( )

If yes, describe below:

_____
_____
_____
_____

7. Do you currently take medication for any of the following problems:		
a. Breathing or lung problems?	( )	( )
b. Heart trouble?	( )	( )
c. Blood pressure?	( )	( )
d. Seizures (fits)?	( )	( )

8. If you have ever used a respirator (i.e. TB mask), answer the following questions. If you have never used a respirator, proceed to question 9.

Type(s) of respirators used: _____

_____

Have you ever had any of the following problems associated with the use of a respirator?		
a. Eye irritation?	( )	( )
b. Skin allergies or rashes?	( )	( )
c. Anxiety?	( )	( )
d. General weakness or fatigue?	( )	( )
e. Any other problem that interfered with the use of a respirator?	( )	( )

9. Have you had a pulmonary function test before?

Yes	**No**
( )	( )

If yes, when? _____
If yes, where? _____

10. Have you had any changes in the past year in your	**Yes**	**No**
a. Health	( )	( )
b. Weight	( )	( )
c. Face shape	( )	( )
d. Other	( )	( )

Explain:
_____
_____
_____

To the best of my knowledge *I Have* ( ) *Have No* ( ) medical condition that would interfere with wearing an N-95 respirator. I understand that heart disease, high blood pressure, or lung disease may require specific medical evaluation by a physician before safe use of a respirator can be determined.

Signature: _____

Department: _____

Date: _____

Pioneers Memorial Hospital
207 W. Legion Road
Brawley, CA 92227
760-351-3245 Fit Testing

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Measles, Mumps, Rubella Vaccine Consent/Declination Form

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

MMR vaccine can prevent measles, mumps, & rubella. MMR can spread through the sneezes and coughs of infected persons. **Measles (rubeola)**causes fever, cough, runny nose and a rash that covers the entire body. It can lead to seizures and pneumonia. **Mumps** causes fever, headache, muscle aches, swollen and tender salivary glands under the ears. It can lead to deafness, swelling of the brain and swollen testicles/ovaries. **Rubella** causes fever, sore throat, rash, headache, and eye irritation. It can cause arthritis in teenage and adult women, if a person becomes infected with Rubella while pregnant, it can lead to miscarriage or birth defects.

Yes	No	
☐	☐	**Allergic to Neomycin?**
☐	☐	**Allergic to Eggs?**
☐	☐	**HIV/Aids, or other disease that affects the immune system**
☐	☐	**Current treatment with medications that affect immune system (steroids, biological, rheumatoid)**
☐	☐	**Current treatment for cancer with radiation or chemotherapy**
☐	☐	**History of low platelet count**
☐	☐	**Recent blood transfusion or other blood product**

CONSENT: **:** I have read the information on Measles, Mumps, & Rubella (MMR) Virus Vaccine and have had the opportunity to ask questions. I understand the benefits and risks of MMR virus vaccination. 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/Expiration Date*	*Administered/Title*
#1		Merck		
#2		Merck		

DECLINE: I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring infection with **Measles, Mumps, Rubella.** I have been given the opportunity to be vaccinated against this disease or pathogen 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 risk of acquiring Measles, Mumps, Rubella, a serious disease. If in the future 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.

_____

Print Name Signature Date

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

Declination of Influenza Vaccination 2024-2025

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

My employer or affiliated health facility, **Pioneers Memorial 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—

PIONEERS
IMPERIAL VALLEY
HEALTHCARE DISTRICT

2024-2025 Influenza Vaccine Consent

(Please Print Clearly)

Return form to Human Resources/Employee Health

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

(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 Contraindications)
☐	☐	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.

X

Signature **Date**

For Healthcare Provider Use Only

Vaccine Manufacturer: **GSK** Lot #: Expires: **06/30/2025**

Site: ☐ Left deltoid ☐ Right deltoid Dose: 0.5ml VIS: 08/06/2021

Signature: (**RN / LVN**) Date:

Imperial Valley Healthcare District

Title: Aerosol Transmissible Plan Attachment D	Policy No.
	Page 1 of 4
Current Author:	Effective:
Latest Review/Revision Date:4/2/2025	Manual:

Collaborating Departments:		Keywords:		
Approval Route: List all required approval				
MARCC	PSQC	Other:		
Clinical Service _____		MSQC	MEC	BOD

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

Aerosol Transmissible Pathogens – Laboratory (Mandatory)

This appendix contains a list of agents that, when reasonably anticipated to be a laboratory to comply with Section 5199 for laboratory operations by performing a risk assessment and establishing a biosafety plan that includes appropriate control measures as identified in the standard.

Adenovirus (in clinical specimens and in cultures or other materials derived from clinical specimens)
Arboviruses, unless identified individually elsewhere in this list (large quantities of high concentrations of Arboviruses for which CDC recommends BSL-2,e.g., dengue virus; potentially infectious clinical materials, infected tissue cultures, animals, or arthropods involving Arboviruses for which CDC recommends SL-3 or higher, e.g., Japanese encephalitis, West Nile virus, Yellow Fever)
Arenaviruses: (large quantities or high concentrations of arenaviruses for which CDC recommends BSL-2, e.g., Pichinde virus; potentially infectious clinical materials, infected tissue cultures, animals, or arthropods' involving arenaviruses for which CDC recommends BSL-3 or higher, e.g., Flexal virus)
Bacillus anthracis – (activities with high potential for aerosol production, large quantities or high concentrations, screening environmental samples from anthracis – contaminated locations)
Blastomyces dematitidis: (sporulating mold-form cultures, processing environmental materials known or likely to contain infectious conidia)
Bordetella pertussis (aerosol generation, or large quantities or high concentrations)
Brucella abortus, B. canis, B. 'maris', B melitensis, B Suis: (cultures, experimental animal studies, products of conception containing or believed to contain pathogenic Brucella spp.)
Burkholderia mallei, B. pseudomallei: (potential for aerosol or droplet exposure, handling infected animals, large quantities or high concentrations)
Cercopithecine herpes virus: (see Herpes virus simiae)
Chlamydia pneumoniae: (activities with high potential for droplet or aerosol production, large quantities or high concentrations)
Chlamydia psittaci (activities with high potential for droplet or aerosol production, large quantities or high concentrations, non-avian strains, infected caged birds, necropsy of infected birds and diagnostic examination of tissues or cultures known to contain or be potentially infected with C. psittaci strains of avian origin)
Chlamydia trachomatis: (activities with high potential for droplet or aerosol production, large quantities or high concentrations, cultures of lymphogranuloma venereum (LGV) serovars, specimens known to likely to contain C. trachomatis)
Clostridium botulinum: (activities with high potential for aerosol or droplet production, large quantities or high concentrations)

Coccidioides immitis, C posadasii (sporulating cultures, processing environmental materials known or likely to contain infectious arthroconidia, experimental animal studies involving exposure by the intranasal or pulmonary route)
Corynebacterium Diphtheriae
Coxiella burnetti: (inoculation, incubation, and harvesting of embryonated eggs or cell cultures; experimental animal studies, animal studies with infected arthropods, necropsy of infected animals, handling infected tissues)
Crimean-Congo hemorrhagic fever virus
Cytomegalovirus, human; viral production , purification, or concentration)
Eastern equine encephalomyelitis virus (EEEV): (clinical materials, infectious cultures, infected animals or arthropods)
Ebola Virus
Ebstein-Barr virus: (viral production, purification, or concentration)
Escherichia coli, shiga toxin-producing only: (aerosol generation or high splash potential)
Flexal virus
Francisella tularensis: (suspect cultures including preparatory work for automated identification systems, experimental animal studies, necropsy of infected animals high concentrations of reduced-virulence strains)
Guanarito virus
Haemophilus influenzea, type b
Hantaviruses: (serum or tissue from potentially infected rodents, potentially infected tissues, large quantities or high concentrations, cell cultures, experimental studies)
Helicobacter pylori: (homogenizing or vortexing gastric specimens)
Hemorrhagic fever: specimens from cases thought to be due to dengue or yellow fever viruses or which originate from areas in which communicable hemorrhagic fever are reasonably anticipated to be present
Hendra virus:
Hepatitis B, C, and D viruses: (activities with high potential for droplet or aerosol generation, large quantities or high concentrations of infectious materials)
Herpes simplex virus 1 and 2
Herpes virus simiae B-virus): consider for any material suspected to contain virus, mandatory for any material known to contain virus, propagation for diagnosis cultures)
Histoplasma capsulatum: (sporulating mold-form cultures, propagating environmental materials known or likely to contain infectious conidia)
Human herpes viruses 6A, 6B, 7, and 8: (viral production, purification, or concentration)
Influenza virus, non-contemporay human (H2N2) strains: 1918 influenza strain, highly pathogenic avian influenza (HPAI) (large animals infected with 1918 strain and animals infected with HPAI strains in ABSL-3 facilities, loose-housed animals infected with HPAI strains in BSL-3-Ag facilities)
Influenza virus, H5N1: human, avian
Junín virus
Kyasanur forest disease virus
Lassa fever virus
Legionella pneumophilia, other legionella-like agents: (aerosol generation, large quantities or high concentrations)

Lymphocytic choriomeningitis virus (LCMV): (field isolates and clinical materials from human cases, activities with high potential for aerosol generation, large quantities or high concentrations, strains lethal to nonhuman primates, infected transplantable tumors, infected hamsters)
Machupo virus
Marburg virus
Measles virus
Monkeypox virus: (experimentally or naturally infected animals)
Mumps virus
Mycobacterium tuberculosis complex: M. aftricanum, M. bovis, M. caprae, M. microti, M. pinnipedii, M. tuberculosis (aerosol-generating activities with clinical specimens, cultures, experimental animal studies with infected nonhuman primates)
Mycobacterium spp. Other than those in the M. tuberculosis complex and M. leprae: (aerosol generation)
Neisseria gonorrhoeae: (large quantities or high concentrations, consider for aerosol or droplet generation
Neisseria meningitidis: (activities with high potential for droplet or aerosol production, large quantities of high concentration)
Nipah virus
Omsk hemorrhagic fever virus
Parvovirus B19
Prions: (bovine spongiform encephalopathy prions, only when supported by a risk assessment)
Rabies virus, and related lyssaviruses: (activities with high potential for droplet or aerosol production, large quantities or high concentrations)
Retrovirus, including Human and Simian Immunodeficiency viruses (HIV and SIV): (activities with high potential for aerosol or droplet production, large quantities or high concentrations)
Rickettsia prowazekii, Orientia (Rickettsia) tsutsuagmushi, R. typhi (R. mooseri), Spotted Fever group agents (R.australis, R. conorii, r. japonicum, r. rickettsii, and R. siberica): (known or potentially infectious materials; incubation, and harvesting of embryonated eggs or cell cultures; experimental animal studies with infected arthropods)
Rift valley fever virus (RVFV)
Rubella virus
Sabia virus
Salmonella spp. Other than S. typhi: (aerosol generation or high splash potential)
Salmonella typhi: (activities with significant potential for aerosol generation, large quantities)
SARS coronavirus: (untreated specimens, cell cultures, experimental animal studies)
Shigella spp.: (aerosol generation or high splash potential)
Streptococcus spp., group A
Tick-borne encephalitis viruses: (Central European tick-borne encephalitis, Far Easter tick-borne encephalitis, Russian spring and summer encephalitis)
Vaccinia virus
Varicella zoster virus
Variola major virus (smallpox virus)
Variola minor virus (Alastrim)

Venezuelan equine encephalitis virus (VEEV): (clinical materials, infectious cultures, infected animals or arthropods)
West Nile virus (WNV): (dissection of field-collected dead birds, cultures, experimental animals or arthropods)
Western equine encephalitis virus (WEEV): (clinical materials, infectious cultures, infected animals or arthropods)
Yersinia pesis: (antibiotic resistance strains, activities, with high potential for droplet or aerosol production, large quantities or high concentrations, infected arthropods, potentially infected animals.
*'Large quantities or a high concentration' refers to volumes or concentrations considerably excess of those typically used for identification and typing activities. A risk assessment must be performed to determine if the quantity or concentration to be used carries and increased risk,and would therefore require aerosol control.
**'activities with high potential for aerosol generation' include centrifugation

Imperial Valley HealthCare District **ANNUAL REVIEW**

Title: **Emergency Preparedness Communications Plan**	Policy No. EOC-00182
	Page 1 of 5
Current Author: Jorge Mendoza	Effective: 9/1/1995
Latest Review/Revision Date: 5/2025	Manual: EOC / Emergency Management

Approval Route: List all required approval				
	PSQC	Other: Safety Committee 10/2021		
Clinical Service _____		MSQC 11/2021	MEC 11/2021	BOD 11/2021

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 ensure that Pioneers Memorial Hospital (PMH) will be able to communicate with all employees, physicians, volunteers, other key community agencies during an emergency/disaster.

1.2 To establish guidelines that will ensure communication equipment remains efficient, reliable, and properly maintained to function during an emergency/disaster.

1.3 To ensure proper release of protected health information during emergency/disaster events, including events that may warrant evacuation of the facility.

2.0 Scope: District wide

3.0 Policy:

3.1 The Emergency Preparedness Manager in coordination with the Biomedical and Information Systems Departments are responsible for maintaining Emergency/Disaster Communication equipment

3.2 The PMH Communication Center is located in the Hospital Command Center (HCC) located in the classroom

3.3 PMH recognizes the importance of redundant communications and has established primary and alternate methods of communication with all employees, physicians, volunteers, other key community agencies during an emergency/disaster.

3.4 The hospital's telephone system must be safeguarded for overloading during a disaster

3.5 All incoming and outgoing messages will be routed through the HCC

3.6 External communication will be chiefly with the Medical Health Operational Area Coordinator (MHOAC), the City of Brawley Emergency Operations Center (EOC) and the Imperial County EOC

3.7 All internal and external communications both incoming and outgoing will be documented by the HCC using Hospital Incident Command System (HICS) Form 205 (Internal & External)

3.8 PMH will maintain the ability to share information and medical documentation of patients with other healthcare providers to maintain continuity of care during an incident.

3.9 During an emergency incident that may require evacuation of the facility patient information will be released in accordance with policy DPS-00358 "Emergency Release of Patient Medical Information"

3.10 During an emergency/disaster the Incident Commander will appoint a Public Information Officer (PIO)

4.0 Definitions:

4.1 Public Information Officer (PIO) – Assigned by the Incident Commander to disseminate all approved information to the public and the media.

4.2 Joint Information Center (JIC) – A centralized facility where organizations responding to an emergency coordinate the release of accurate and timely information to the public and the media.

5.0 Procedure:

5.1 Internal Notification – Following an emergency/disaster response and activation of PMH's Emergency Operation's Plan (EOP) the appropriate stakeholders, which may include all or select groups, will be notified as soon as possible. PMHD will maintain contact information for all employees, physicians, volunteers and those contracted to work at PMHD facilities.

5.1.1 Employees

5.1.1.1 All current employees will maintain current contact information, including phone number, on file with the Human Resources Department in accordance with policy # HRD-00076.

5.1.2 Physicians

5.1.2.1 Physician contact information is maintained by the medical staff office and can be found within the physician credential files as well as a backup binder.

5.1.3 Volunteers

5.1.3.1 Volunteers provide their contact information upon application with the Volunteer Coordinator. Contact information for all active volunteers is maintained on a file in the Volunteer Coordinators Office

5.1.3.2 While in the facility volunteers are required to check in and out via an electronic system. In the event of an emergency/disaster, pending the system is operational there is ability to track which volunteers are actively volunteering.

5.1.4 Contracts

5.1.4.1 Travel Nurses – contact information maintained by Nursing Administration Staffing Coordinator

5.1.4.2 Security – Maintained by contracted company. A 24/7 dispatch number has been provided to PMH Safety Officer. Through the company's dispatch center contracted staff can be contacted in the event of an emergency/disaster response.

5.1.4.3 All other contract contact information is maintained by Human Resources

5.2 Notifying External Agencies – Appropriate notifications to cooperating agencies must be made at the initiation of any emergency/disaster response. Notifications to local emergency response agencies may be made via telephone or the 800 MHz system. These notifications include but are not limited to:

5.2.1 Imperial County Medical Health Operational Area Coordinator (MHOAC) (760) 791-7521; if unavailable the alternate MHOAC or Imperial County Public

Health Department Duty Officer may be notified, contact information available on Attachment A.

5.2.2 911 communications center, this will include Brawley Police and Fire Departments; utilize business line for notification (760) 344-2111. Additional contact numbers for the City of Brawley EOC if activated can be found in Attachment A.

5.2.3 California Department of Public Health – Licensing and Certification Office: (866) 706-0759 immediately upon being notified of the intent of discontinuance or disruption of services or upon threat of a walkout of substantial number of employees, or earthquake, fire, power outage or other calamity that causes damage to the facility or threatens the safety or welfare of patients or clients.

5.2.4 Imperial County Office of Emergency Services if necessary

5.3 Incident specific notifications may be required based on the type of incident. Additional notification requirements will be included in the Incident Specific Emergency/Disaster Response Plans.

5.4 PMH will have available redundant communication methods to be used to communicate internally as well as with area hospitals, emergency response vehicles, and City/County Emergency Operations Centers (EOCs).

Internal Communication Methods	External Communication Methods
Telephone	Telephone
Ascom Phones	Cellular Phones (personal or provided)
PBX Overhead Speakers	Electronic Mail
VHF Radios	800 MHz Radios
Electronic Mail	REDDINET
800 MHz Radios (conventional mode)	

5.5 In the absence of a radio system or other forms of communications, arrangements must be made with the City of Brawley EOC and Imperial County EOC to utilize land runners for external and internal communication

5.6 REDDINET carries critical data and communications for daily operations and crises

5.6.1 An individual trained in using the REDDINET System will be assigned in the HCC by the Incident Commander to coordinate REDDINET communications.

5.6.2 Emergency Medical Communication connecting all hospitals, agencies, and service providers within regional healthcare systems, REDDINET optimizes timely, accurate communication and coordination

5.6.3 REDDINET displays real-time, regional and inter-regional diversion data and available resources

5.6.4 Special screens allow for data input on patient capacity, victim identification, and dispatch information to evenly and accurately distribute patients to waiting hospitals

5.6.5 REDDINET serves as a virtual command and control center for managing emergency transport locations, resource location, victim identification and evacuation

5.7 Communication will be limited to messages essential to the disaster operation

5.8 When telephone extensions to the HCC are tied up, incoming calls will be switched to messenger personnel who will copy the messages and route to the HCC

5.9 All messenger-borne and radio-transmitted messages sent to the HCC will be on letter-sized paper or laptop computer showing

5.9.1 The date and time sent or received

5.9.2 The names and title of the addressee and the sender

5.10 The HICS 205A and 213 Forms will be utilized to log all communication in the HCC by a clerk

5.11 The PIO will establish a system for providing timely and accurate information to the public during a crisis or emergency situation. This system will include “many voices” and create “one message” that will be sent out the public. During an event the PIO will handle:

5.11.1 Media and public inquiries

5.11.2 Emergency public information and warnings

5.11.3 Rumor monitoring and response

5.11.4 Media monitoring

5.11.5 Other functions required for coordinating, clearing with authorities, and disseminating accurate timely information related to the incident, particularly regarding information on public health and safety and protection

5.12 A public information system is comprised of a Joint Information System (JIS) and a Joint Information Center (JIC). The JIS provides an organized, integrated, and coordinated mechanism to ensure delivery of understandable, timely, accurate, and consistent information to the public. The JIC is a physical location where public information professionals from all organizations involved in incident management activities can co-locate to perform their duties. The hospital PIO may be located at the HCC, local EOC, or the JIC.

6.0 References:

6.1 Imperial County Operational Area Medical Health Branch Disaster Plan

6.2 California Code of Regulations Title 22, 70741 Disaster and Mass Casualty Program

6.3 California EMSA, HICS Implementation Guide

6.4 California Emergency Management Agency Department of Health, California Emergency Medical Mutual Aid Plan

6.5 CMS CoP §482.15 Condition of participation: Emergency Preparedness

7.0 Attachment List:

7.1 Attachment A – Community Emergency Contact List

7.2 Attachment B – PMH HCC Contact Info

7.3 Attachment C – Imperial County 800MHz Radio Fleet Map

7.4 Attachment D – HICS Form 205A

7.5 Attachment E – HICS Form 213

8.0 Summary of Revisions:

8.1 Removed 5.1.2.2 which refers to Vesta, a mass notification system we no longer use.

8.2 Removed facsimile from external communications chart that we don't use.

8.3 Replaced PMHD to PMH

8.4 Revised Community Emergency contact list

8.5 Revised PMH Attachment B

COMMUNITY EMERGENCY CONTACT LIST

STATE AGENCIES	TELEPHONE NUMBERS
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH – LICENSING & CERTIFICATION REPORTING/COMPLAINT LINE	**(866) 706-0759**
COUNTY AGENCIES	**TELEPHONE NUMBERS**
IMPERIAL COUNTY MEDICAL HEALTH OPERATIONAL AREA COORDINATOR (MHOAC)/IMPERIAL COUNTY EMS AGENCY – DAVID CREIGLOW, EMS MANAGER	**OFFICE – (442) 265-1364** **CELL – (760) 791-7521** **800 MHz IMA TAC #2**
IMPERIAL COUNTY MEDICAL HEALTH OPERATIONAL AREA COORDINATOR (MHOAC) ALTERNATE – JAMES PINTUS	**CONTACT DUTY OFFICER # (760) 455-4083**
Imperial County Public Health Department ICPHD Lab – Call Duty Officer #	Main # – (442) 265-1444 **DUTY OFFICER 24/7 – (760) 455-4083** **DEPARTMENT OPERATIONS CENTER – (442) 265-6727**
Imperial County Public Health Department – Kathy Staats, Department Director	Office – (442) 265-1337
IMPERIAL COUNTY OFFICE OF EMERGENCY SERVICES – DEPUTY FIRE CHIEF DAVID LANTZER/IMPERIAL COUNTY FIRE CHIEF	**OFFICE – (442) 265-6000**
IMPERIAL COUNTY OFFICE OF EMERGENCY SERVICES – FIRE CHIEF/OES COORDINATOR	**OFFICE - (442) 265-6000**
Imperial County Division of Environmental Health Control – Jeff Lamoure, Deputy Director	Office – (442) 265-1894 24/7 – (442) 265-1900
Imperial County Sheriff's Office Dispatch Center	(442) 265-2021
CITY OF BRAWLEY	**TELEPHONE NUMBERS**
BRAWLEY POLICE DEPARTMENT DISPATCH CENTER (POLICE & FIRE)	**(760) 344-2111**
Brawley Fire Department (Non-Emergency #'s)	Station 1 – (760) 344-1234 Station 2 (Admin) – (760) 351-9110 Fax (Admin) – (760) 351-9456
UTILITIES	**TELEPHONE NUMBERS**
City of Brawley Water	(760) 344-1550 After Hours Emergency – (760) 344-2111
Imperial Irrigation District – Electricity	(760) 335-3640 – #2 After Hours Emergency – (760) 339-0510
Southern California Gas Company	(877) 238-0092
Alfords Distributing (bottled water)	(760) 427-3920 – 24/7 cell
Sparkletts Water (Potable)	(760) 344-2075
Mann Co. (Fuel)	(760) 344-1313 Valeria Quintero- Administrative assistance
CONVALESCENT CARE FACILITIES	**TELEPHONE NUMBERS**
Pioneers Skilled Nursing (Brawley)	(760) 344-5431
Valley Inn Blossom (Holtville)	(760) 756-3285
Valley Convalescent (El Centro)	(760) 352-8471

COMMUNITY EMERGENCY CONTACT LIST

AMBULANCE SERVICES	TELEPHONE NUMBERS
AMR Ambulance Service	(760) 550-4369
REACH Air Medical Dispatch Brandon Walls – AMR Director	(800) 338-4045 Cell – (858) 492-8111
Mercy Air Ambulance Dispatch	(800) 222-3456
United Ambulance (BLS capability)	(858) 277-0300
OTHER LAW ENFORCEMENT/FIRE DEPT.	**TELEPHONE NUMBERS**
California Highway Patrol	Office – (760) 312-1800 Dispatch – (760) 482-2550
Imperial County Fire Department (Non – Emergency)	(442) 265-6000
Imperial County Sheriff's Department Coroner	(442) 265-2105
Calipatria State Prison	(760) 348-7000 Watch Commander – Ext.# 5302
Centinela State Prison	(760) 337-7900 Watch Commander – Ext.# 7612
EL CENTRO REGIONAL MEDICAL CENTER	**TELEPHONE NUMBERS**
HOSPITAL COMMAND CENTER	**INCIDENT COMMAND – (760) 339-4839** **LOGISTICS – (760) 339-4018** **OPERATIONS – (760) 339-3712** **EMERGENCY PREPAREDNESS COORDINATOR- (760) 339-7379** **FINANCE – (760) 339-7124**
EMERGENCY DEPARTMENT	**(760) 339-7254**
OUT OF COUNTY HOSPITALS	**TELEPHONE NUMBERS**
UCSD Medical Center	Trauma Center – (619) 543-7428 Transfer Center – (619) 543-5709 Burn Center – (619) 543-6502
Palomar Hospital	(760) 739-3000
Scripps Memorial Hospital	(858) 554-9100 (858) 626-6140
Children's Hospital San Diego	(858) 576-1700
Yuma Regional Medical Center	(928) 344-2000
JFK Memorial Hospital (Indio)	(760) 347-6191
Eisenhower Medical Center (Rancho Mirage)	(760) 340-3911
Desert Regional Medical Center (Palm Springs)	(760) 323-6511
Loma Linda University Medical Center	(909) 558-4000
INNERCARE	**TELEPHONE NUMBERS**
Corporate Office/Command Center	(760) 344-9951

COMMUNITY EMERGENCY CONTACT LIST

Brawley Health Clinic/ Women's Center/ Behavioral Health (alternate command center)	(760) 344-6471
Niland Health Center	(760) 359-0110
West Shores Health Clinic	(760) 394-4338
El Centro Health Clinic	(760) 352-2257
Calexico Health Clinic	(760) 357-2020
Winterhaven Health Clinic	(760) 538-3073
MEDICAL/SURGICAL SUPPLIES	**TELEPHONE NUMBERS**
Medline Customer Service (24 hrs)	(800) 633-5463 (563) 589-7977 Alternate
Cardinal Health District	(800) 926-0834
DRUG SUPPLY	**TELEPHONE NUMBERS**
Cardinal Health District	(800) 688-8764
BLOOD SUPPLY	**TELEPHONE NUMBERS**
San Diego Blood Bank	(800) 479-3902
OTHER AGENCIES/COMPANIES	**TELEPHONE NUMBERS**
POISON CONTROL	**(800) 222-1222**
Safety Kleen (HazMat Clean-up)	(619) 401-3120 (619) 401-3132 24 Hrs. (800) 468-1760
SYSCO Foods	(760) 562-6271
Waxie	(760) 352-4691
Trident	(800) 424-9300 24/7 (619) 688-9600 24/7 (619) 572-4407
Elms Equipment Rental	(760) 344-3780
Supreme Electric (Electric Supplies)	(760) 352-4840
Kone (Montgomery Elevator)	(858) 679-2400
Angelica Textile Services (Housekeeping/Linens)	(800) 464-6671 Colton - (909) 825-2292
Sierra Air (HVAC System)	(760) 352-2767
AMSCO/Steris (Sterilizers)	(800) 333-8838
Global Power Solutions (Generators)	(619) 579-1221
Mann Co. (Generators)	(760) 344-1313
Simplex Grinnell (Fire Extinguishers)	(858) 633-9100
LABORATORY SERVICES	**TELEPHONE NUMBERS**
SUPPLIES	
Beckman	(800) 854-3633
Cardinal Supplies	(800) 964-5227
CMS/Fisher	(800) 640-0640
Dade-Micro Scan	(800) 677-7226
REPAIR	
Beckman	(800) 854-3633
Abbott	(800) 235-5396
Siemens Health Care Diagnostic	(877) 229-3711

COMMUNITY EMERGENCY CONTACT LIST

ALARM COMPANIES	TELEPHONE NUMBERS
Jade Security	(760) 344-2200 Service@jadesecurity.com

Pioneers Memorial Imperial Valley HealthCare District Hospital Command Center Communications	
Landline #1	760-351-3912
Landline #2	760-351-3913
Landline #3	760-351-3914
Landline #4/fax	760-351-3915

Hospital Incident Command System (HICS) Leaders Electronic Mail Addresses	
Role	**Email**
Incident Commander	hicscommand@iv-hd.org
Public Information Officer	hicspublicinfo@ iv-hd.org
Safety Officer	hicssafety@ iv-hd.org
Planning Section Chief	hicsplanning@ iv-hd.org
Finance Section Chief	hicsfinance@ iv-hd.org
Operations Section Chief	hicsoperations@ iv-hd.org

IMPERIAL COUNTY EMS

1-May-14

Radios: All Units

(EMS Mode 3, 4, 5 on IMA) | EMS Mode 6 & 7 need function to page hospitals | (EMS Mode 13 & 14 on IFM) | (EMS Mode 15 & 16 on RMA)

	ZONE	MODE 1	MODE 2	MODE 3	MODE 4	MODE 5	MODE 6	MODE 7	MODE 8	MODE 9	MODE 10	MODE 11	MODE 12	MODE 13	MODE14	MODE 15	MODE 16
1	EMS	CMD	TAC	ICOCAL	ICOTC1	ICOTC2	ELCTR	PION	ICS1	ICS2	ICS3	IM M/AIR	SD M/AIR	IFM CMD1	IFM TAC1	RCOCAL	RCOTC1
2	BLS	ELCTR	PION	TRI	SLJ	PAL	UCSD	MERCY	SHRP	GRSMT	SCHV	ALVR	MEDG				
3	MT1	POM	FALB	SENC	CMPPEN	MBAY	VET	THRNTN	NAVY	VILV	CABR	KAISER	PARD	CRD	SHCV	SEAST	REWARD
4	ALS	ELCTR	TRI	SLJ	PAL	UCSD	MERCY	SHRP	GRSMT	SCV	CHLD	SD F/AIR	IM F/AIR	SD L/AIR	SD M/AIR		
	AIR	IM M/AIR	IM F/AIR	IM L/AIR	SD M/AIR	SD F/AIR	SD L/AIR	ICOCALL	ICOTAC 1	ICOTAC 2	ICOTAC 3	ICOTAC 4	I ICS 1	MVU DIS	MVU CMD1	MVU TAC1	MVU TAC2
5	IFM	CALL	CMD1	TAC1	TAC2	CMD2	TAC3	TAC4	CMD3	TAC5	TAC6	CMD4	TAC7	TAC8	CMD5	TAC9	TAC10
6	IMA	COCAL	COTC1	COTC2	COTC3	COTC4	ICS1	ICS2	ICS3	ICS4	ICS5	ICS6	ICS7	EMER1	EMER2	EMER3	EMER4
7	EMA	CMD1	TAC1	TAC2	CMD2	TAC3	TAC4	CMD3	TAC5	TAC6	CMD4	TAC7	TAC8	CMD5	TAC9	TAC10	TAC11
8	RMA	COCAL	COTC1	COTC2	COTC3	COTC4	ICS1	ICS2	ICS3	ICS4	ICS5	ICS6	ICS7	EMER1	EMER2	EMER3	EMER4
9	TRF	CMD1	TAC1	CMD2	TAC2	CMD3	TAC3	CMD4	TAC4	CMD5	TAC5	CMD6	TAC6	TAC7	TAC8	TAC9	TAC10
10	CNV	FMAR	ISERV	CLMRS	SDMAR	CARS1	CARS2	CARS3	CARS4	ICALL	ITAC1	ITAC2	ITAC3	ITAC4			

Green-RCS Analog Talkgroups
Blue-Transportable Radio Facility
Red-800mhz Conventional Channels

ZONES:
EMS-Imperial County EMS zone
BLS-Basic Life Support Hospital zone
MT1-Medical Transport(Hospital) zone
ALS-Advanced Life Support Hospital zone
IFM-Imperial County Fire Mutual Aid Talkgroups
IMA-Imperial County Mutual Aid zone
EMA-San Diego County EAST Fire Mutual Aid zone
RMA-San Diego County Mutual Aid zone
TRF-Transportable Radio Facility
CNV-800mhz Conventional Channels zone

DEK

1	2	3	4	5	6	7	8
Ems Cmd	ELCTR	PION	ICOCall	IMP M/Air	SD M/Air	IFM Cmd1	SD Cocall

printed 12/12/2014

HICS 205A - COMMUNICATIONS LIST

1. Incident Name	2. Operational Period (#)
	DATE: FROM: _____ TO: _____
	TIME: FROM: _____ TO: _____

3. Internal Contacts

ASSIGNMENT / NAME	RADIO CH # / FREQUENCY	PHONE	FAX	EMAIL	MOBILE PHONE	PAGER	IDENTIFICATION NUMBER OF DEVICE ISSUED / COMMENTS

4. Special Instructions

HICS 205A - COMMUNICATIONS LIST

5. External Contacts

AGENCY / ASSIGNMENT / NAME	RADIO CH # / FREQUENCY	TELEPHONE	FAX	EMAIL	MOBILE PHONE	PAGER	IDENTIFICATION NUMBER OF DEVICE ISSUED / COMMENTS

6. Special Instructions

7. Prepared by
Communications Unit Leader

PRINT NAME: _____ SIGNATURE: _____

DATE/TIME: _____ FACILITY: _____

HOSPITAL INCIDENT COMMAND SYSTEM

Purpose: Provides information on all communication devices assigned
Origination: Communications Unit Leader
Copies to: Command Staff, Section Chiefs, and Documentation Unit Leader

HICS 205A - COMMUNICATIONS LIST

PURPOSE: The HICS 205A - Communications List provides information on all radio frequencies, telephone, and other communication assignments for each operational period.

ORIGINATION: Prepared by the Logistics Section Communications Unit Leader and given to the Planning Section Chief for inclusion in the Incident Action Plan (IAP).

COPIES TO: Duplicate and provide to all recipients as part of the IAP. All completed original forms must be given to the Documentation Unit Leader. Information from the HICS 205A can be placed on the Organization Assignment List (HICS 203).

NOTES: If additional pages are needed, use a blank HICS 205A and repaginate as needed. Additions may be made to the form to meet the organization's needs.

NUMBER	TITLE	INSTRUCTIONS
1	**Incident Name**	Enter the name assigned to the incident.
2	**Operational Period**	Enter the start date (m/d/y) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	**Internal Contacts**	Enter the appropriate contact information for internal contacts, hospital personnel, those in an activated Hospital Incident Management Team (HIMT) position, and other key staff.
4	**Special Instructions**	Enter any special instructions (e.g., using repeaters, secure-voice, private line [PL] tones, etc.) or other emergency communications. If needed, also include any special instructions for alternate communication plans.
5	**External Contacts**	Enter the appropriate contact information for external agencies, organizations, key contacts.
6	**Special Instructions**	Enter any special instructions (e.g., using repeaters, secure-voice, private line [PL] tones, etc.) or other emergency communications. If needed, also include any special instructions for alternate communication plans.
7	**Prepared by Communications Unit Leader**	Enter the name and signature of the person preparing the form. Enter date (m/d/y), time prepared (24-hour clock), and facility.

HICS 213 - GENERAL MESSAGE FORM

1. Incident Name

2. To

PRINT NAME: _____ POSITION: _____

3. From

PRINT NAME: _____ POSITION: _____

4. Subject	**5. Date**	**6. Time**

7. Priority ☐ **URGENT - HIGH** ☐ **NON URGENT - MEDIUM** ☐ **INFORMATIONAL - LOW**

8. Message ☐ **RESPONSE REQUIRED**

9. Approved by PRINT NAME: _____ SIGNATURE: _____

10. Reply / Action Taken

11. Replied by

PRINT NAME: _____ SIGNATURE: _____

POSITION: _____ FACILITY: _____

DATE/TIME: _____

HOSPITAL INCIDENT COMMAND SYSTEM

Purpose: Used to transmit messages regarding resources requested, status information, and other coordination issues
Origination: Any personnel
Copies to: Documentation Unit Leader

HICS 213 - GENERAL MESSAGE FORM

PURPOSE: The HICS 213 - General Message Form is used to record incoming messages that cannot be orally transmitted to the intended recipients. The HICS 213 is also used to transmit messages (resource order, status information, other coordination issues, etc.). This form is used to send any message or notification to incident personnel that require hard-copy delivery.

ORIGINATION: Initiated by any person on an incident.

COPIES TO: Upon completion, the HICS 213 is delivered to the original sender.

NOTES: The HICS 213 is composed of three steps:

- The message (Section 8) is completed by sender
- The message is replied to in Section 10
- After noting action taken, message form is returned to original sender

NUMBER	TITLE	INSTRUCTIONS
1	**Incident Name**	Enter the name assigned to the incident.
2	**To**	Enter the name and position for whom the message is intended. For all individuals, use at least the first initial and last name. For Unified Command, include agency names.
3	**From**	Enter the name and position of the individual sending the General Message. For all individuals, use at least the first initial and last name. For Unified Command, include agency names.
4	**Subject**	Enter the subject of the message.
5	**Date**	Enter the date (m/d/y) of the message.
6	**Time**	Enter the time (24-hour clock) of the message.
7	**Priority**	Enter the priority of the message or request.
8	**Message**	Enter the content of the message.
9	**Approved by**	Enter the name and signature of the person approving the message, if necessary.
10	**Reply / Action Taken**	The intended recipient will enter a reply and/or action taken to the message and return it to the originator.
11	**Replied by**	Enter the name, signature of the person replying to the message, and Hospital Incident Management Team (HIMT) position. Enter date (m/d/y), time prepared (24-hour clock), and facility.

Imperial Valley Healthcare District

Title: **Organ and Tissue Procurement / Donation**	Policy No. CLN-00027
	Page 1 of 5
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

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.

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)

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

has left)

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:

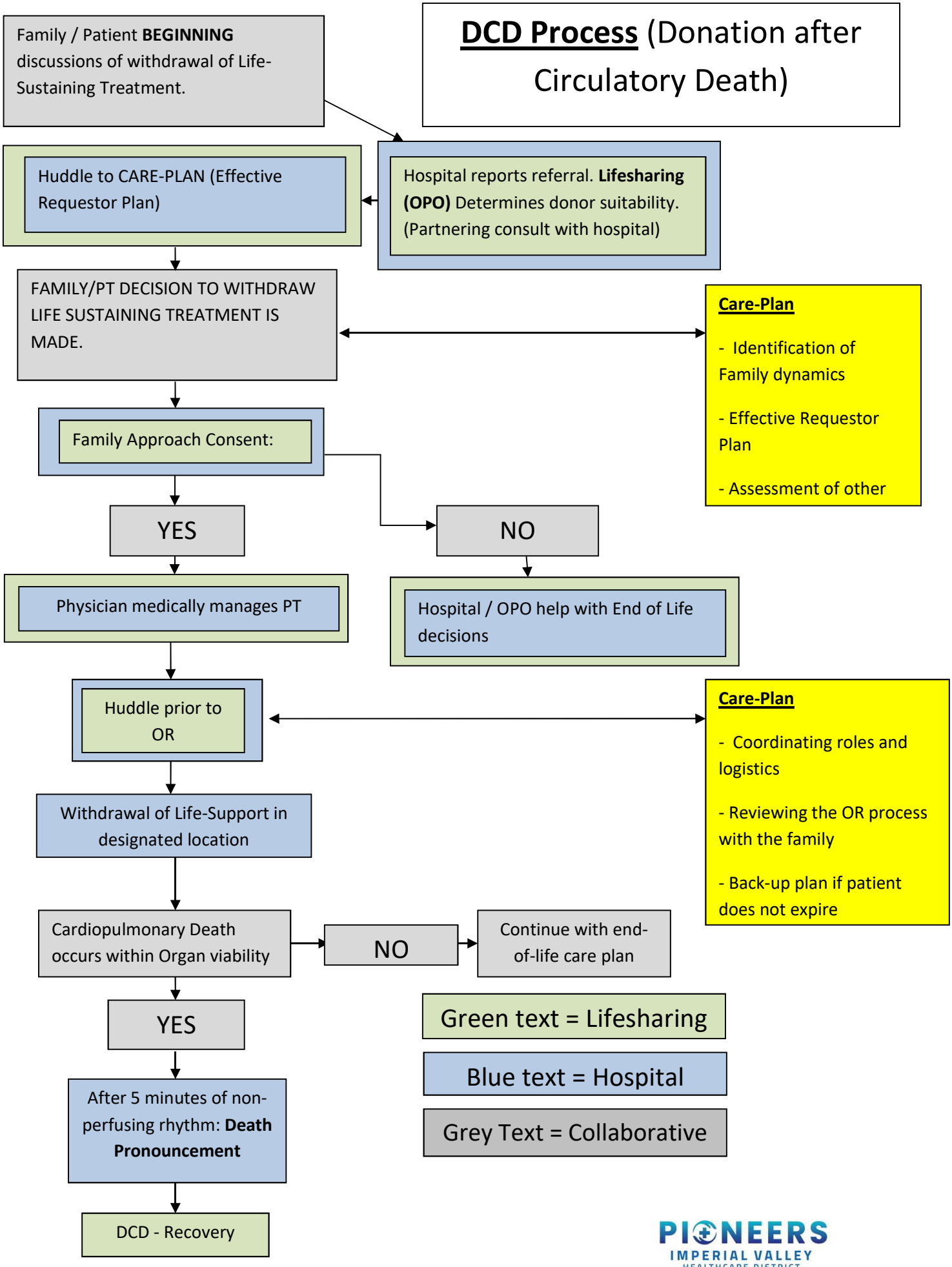
7.1 Attachment B – DCD Process – Donation after Circulatory Death

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.

DCD Process (Donation after Circulatory Death)



PIONEERS IMPERIAL VALLEY HEALTHCARE DISTRICT

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: 7/24/2025

SUBJECT: Authorization to approve Emergency On-call for Dr. Athar A. Ansari, M.D. INC

BACKGROUND: This agreement is for Cardiology Emergency On-call services for Imperial Valley Health Care District. PMH recognizes the need for experienced Physicians to provide additional on-call emergency coverage in the Hospital. No change in rates.

KEY ISSUES: Physician or through his corporation shall provide Cardiology On-Call services. Physician shall be compensated as follows:
Emergency On-Call Coverage Services:

- Coverage
  - Compensation at ($500) for each 24-hour period
  - Hospital shall also pay for the diagnostic services below:
    - Electrocardiograms at $216 per day
    - Treadmill/Thallium tests at $75 per day

CONTRACT VALUE: value varies depending on coverage

CONTRACT TERM: 2 years

BUDGETED: Yes

BUDGET CLASSIFICATION: On-call

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christopher R. Bjornberg

DATE SUBMITTED TO LEGAL: 7/2025 **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve Emergency On-call for Dr. Athar A. Ansari, M.D. INC

EMERGENCY MEDICAL CARE
ON-CALL COVERAGE AGREEMENT
(MEDICAL CARE/CARDIAC DIAGNOSTIC SERVICES)

This Agreement ("**Agreement**") shall be effective as of July 1st, 2025, and is entered into by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq*., (**"Hospital**") Athar M. Ansari, M.D., Inc. ("**Physician**"). Hospital and Physician are sometimes referred to individually as a "**Party**" and collectively as "**Parties"**.

RECITALS

A. Hospital is owner and operator of Pioneers Memorial Hospital, an acute care hospital located at 207 West Legion Road, Brawley, California and by the start date, may also own and operate a second general acute hospital located in El Centro, California.

B. Hospital operates an Emergency department and, on its premises, to serve the members of the community and other persons who may require immediate medical and/or hospital service ("**Department**").

C. In order to maintain "on-premises" emergency services the Hospital recognizes that it must comply with relevant statutory and administrative requirements including those set forth as follows. Pursuant to California Administrative Code Title 22 section 70455, the Department must provide experienced physicians in specialty categories to be available twenty-four hours a day, which specialties include Cardiology & General medicine. In addition, since the Hospital has an emergency department, the Hospital must comply with the Emergency Medical Treatment and Active Labor Act ("EMTALA"; 42 USC section 1395dd) and the regulations thereunder. Under EMTALA, the Department must provide for appropriate medical screening examination within the capability of the Department including ancillary services routinely available therein including the services of a Cardiologist or General medicine practitioner.

D. Hospital also desires to enter into this Agreement with Physician for the purpose of ensuring prompt and qualified interpretation of the combination cardiac diagnostic services described in Section 2.1 of this Agreement ("**Diagnostic Services**").

E. Physician, through himself or through the services of another Hospital-approved physician, has the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital to share such coverage services with other Cardiologists/General Medicine physicians, as herein below described.

NOW THEREFORE, in consideration of the mutual promises made, the receipt and sufficiency of which are acknowledged, Hospital and Physician hereby agree as follows:

AGREEMENT

1 Duties and Obligations of Physician

1.1 Adequate Coverage. Hospital hereby contracts with Physician to provide on-call emergency medical coverage in the Hospital ("**Coverage Services**"). Physician shall provide a monthly schedule of his availability for on-call emergency coverage in the Hospital to the Emergency Room Director and the Hospital's Medical Staff Director at least 30 days prior to the commencement of the month for which the schedule applies.

1.2 Patient Billing. Physician shall bear exclusive responsibility for billing and collection for Physician's professional services rendered in the Department and Hospital shall have no responsibility for said billing and collection activities.

1.3 Coverage Services & Diagnostic Services.

1.3.1 Physician agrees that he will provide the following coverage services ("**Coverage Services**") for the Department: perform Department treadmill/thallium test service. During such times when Physician is providing the Coverage Services, he shall devote sufficient time to perform adequately such services. In the event Physician is not physically present in the Department when he is providing the Coverage Services, he agrees to be present or contact the Department within thirty (30) minutes from a call or page by the Department.

1.3.2 Physician shall interpret and report electrocardiogram tests and treadmill/thallium studies for the fees set forth in Section 2, below, within twenty-four (24) hours of posting. To that end, Physician agrees to participate on a regular basis in rotation with other physicians who have agreed to interpret and report electrocardiograms and treadmill studies and to interpret all electrocardiograms and treadmill studies presented during each rotation.

1.3.3 Physician will provide services according to the quality assurance criteria established by Hospital though its Quality Management Program.

1.3.4 Physician agrees that the Hospital's medical staff ("**Medical Staff**") may, at its sole discretion, review Physician's clinical performance in reviewing and evaluating Physician's interpretation of Diagnostic Services at Hospital.

1.3.5 Physician will notify Hospital in the event he is unable to interpret a Diagnostic Service within twenty-four (24) hours.

1.4 Accounting for Services Performed. Physician shall provide a time log ("**Time Log**") in the format set forth in the attached Exhibit "A", to the Hospital's Medical Staff Office each month. This log must be legible, identify the time and date services were performed, and specify the nature of the Physician's activity. Because either Physician or Hospital may be called upon to provide a detailed summary of services performed for either state or federal government authorities, Physician acknowledges and understands that if he does not provide a time log in

the manner specified herein, the Hospital will withhold any compensation due Physician from Hospital pursuant to this Agreement until such information is provided.

1.5 Malpractice Insurance. Physician shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the bylaws, rules and regulations governing Hospital Medical Staff physicians in a minimum amount of one million ($1,000,000.00) per occurrence and three million ($3,000,000.00) aggregate.

1.6 Reporting Requirements. Physician shall provide to the Emergency Room Director and Hospital Administration the current numbers for his office, residence and cellular telephones and to his mobile pager. Physician further agrees that he will report as provided in section 1.3 above.

1.7 Transferring Physician. At any time when the Physician is providing emergency Coverage Services pursuant to the terms of this agreement and assumes responsibility for the care or treatment of a patient of the Emergency room or of an admitted patient and such patient requires transfer to another facility, Physician agrees that he will act as the transferring physician assuring that all matters required for the transfer of such patient are completed expeditiously. If Physician is unable to effect a transfer, then Physician shall contact the Hospital's Chief of Staff to assist in facilitating with such a transfer.

2 Duties of Hospital

2.1 Compensation. Hospital shall pay Physician five hundred dollars ($500.00) for each twenty-four (24) hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than 24-hours.

2.1.1 Hospital shall also pay Physician the fixed amount for the Diagnostic Service as follows:

Diagnostic Services	Fee
Electrocardiograms	$216.00 per day
Treadmill/Thallium Tests	$ 75.00 per day

2.2 Payment. Compensation will be paid within thirty (30) days of receipt of a legible, complete and properly submitted Time Log or Monthly log which includes detailing the number of treadmill/thallium tests performed. As a required condition for payment, all charts must be completed and locked.

3 Term and Termination

2.1 Term of Agreement. The term of this Agreement is twenty-four (24) months and shall commence on July 1st, 2025, and remain in effect through June 30, 2027.

2.2 Termination.

2.2.1 Termination for Cause. Either Party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching Party has been provided written notice of the breach and has failed to cure said breach within thirty (30) days of the mailing by the non-breaching Party of such notice.

2.2.2 Immediate Termination. In the event that Physician's medical license is revoked or medical staff privileges at Hospital suspended, such action will be considered an incurable breach and this Agreement shall immediately terminate without further notice or cure period.

2.2.3 Jeopardy Event. Should the performance of either Party of any term, covenant, condition, or provision of this Agreement jeopardize the Hospital's license, Hospital's participation in Medicare, MediCal, other reimbursement or payment program (for example Blue Cross), Hospital's full accreditation by DNV Healthcare or any other state or nationally recognized accreditation organization, or the tax-exempt status of the District's bonds or any other District tax-exempt financing, or it is deemed illegal or unethical by any recognized body, agency or association the medical or hospital fields and the jeopardy or violation has not been or cannot be cured in within thirty (30) days from the date of notice of such jeopardy or violation has been communicated to the Parties, the Agreement shall immediately terminate.

2.2.4 No Cause Termination. It is also understood and agreed that either Party may terminate this agreement upon thirty (30) days' written notice to the other without cause, however, the Parties understand and agree if this agreement is terminated without cause prior to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

4 General Terms and Conditions

3.1 Independent Contractor. Physician is engaged as an independent contractor with Hospital in performing all work, duties and obligations hereunder. The parties expressly agree that no work, act, commission or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician the agent or servant of Hospital. Physician shall not be entitled to receive vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance or any other employee or pension benefit of any kind.

3.2 Treatment of MediCal and Medicare Patients. Physician shall not refuse treatment to MediCal or Medicare patients and shall participate in managed-care contracts in which Hospital does or will participate.

3.3 No Waiver. Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of such provision.

3.4 Severability. In the event that any of the terms and provisions of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under the laws, regulations, ordinances, or other guidelines of the federal government or of any state or local government to which this Agreement is subject, such terms or provisions shall remain severed from this Agreement and the remaining terms and provisions shall continue and remain unaffected. If the term of this Agreement cannot be severed without materially affecting the operation of this Agreement, then this Agreement shall automatically terminate as of the date in which the term is held unenforceable.

3.5 Access to Books and Records. To the extent required by Section 1395(x)(V)(1) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Physician shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Department of Health and Human Services, or any of their duly authorized representatives, a copy of this Agreement and such books and documents and records as are necessary to certify the nature and extent of the costs of the services provided by Physician under this Agreement. Physician further agrees that in the event Physician carries out any of her duties under this Agreement through a subcontractor, with a value or cost of ten thousand dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

4.6 Compliance with Non-Discrimination Laws.

4.6.1 Non-Discrimination. During the performance of this Agreement, Physician and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Physician and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Physician and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Chapter 5, Division 4 are incorporated into this contract by reference as if duly set forth herein. Physician and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Physician shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts

to perform work under this Agreement.

4.6.2 Access to Determine Compliance. Physician shall permit access by the representatives of the Department of Fair Employment and Housing and the Department of Corrections, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, other sources of information and its facilities as such agencies shall require to ascertain compliance with this clause.

4.7 Notices. Notices and demands required or permitted to be given hereunder shall be in writing and shall be effective when delivered whether by hand delivery, by courier, or by U.S. Mail, certified, return receipt requested, to the following addresses:

Physician:	District:
Athar M. Ansari, M.D., Inc. 790 W. Orange Avenue, Suite B El Centro, CA 92243	Chief Executive Officer Imperial Valley Healthcare District 207 West Legion Road Brawley, CA 92227

4.8 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto and supersedes all other previous agreements and understandings, written or oral, between the parties hereto. There are no other Agreements between the parties hereto as to the subject matter hereof other than those set forth in this Agreement.

4.9 Choice of Law and Venue. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California. The venue for any legal proceeding relating to, or arising out of, this Agreement shall be in the County of Imperial, State of California. In cases of Federal Jurisdiction, Parties agree that the United States District Courts for the Southern District of California in San Diego shall have sole jurisdiction and venue.

4.10 Confidentiality of Records. Physician and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by section 42 U.S.C.A. Section 1395x(v)(1)(I) of Title II and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of seven (7) years after the expiration of the termination of this agreement. Physician will comply with all confidentiality laws and requirements, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California Civil Code Section 56.10 et. seq. as applicable.

4.11 No Assignment Without Consent. Physician shall not assign, sell or transfer any

rights conferred by this Agreement, without prior written consent of Hospital which consent shall not unreasonably be withheld.

4.12 Headings. Headings have been included solely as a convenience to the reader and are not intended nor shall they be construed in the interpretation of this Agreement.

4.13 Retention of Professional and Administrative Responsibility. Hospital shall retain professional and administrative responsibility for the services rendered as outlined in this Agreement.

4.14 Payment of Taxes. Physician acknowledges and agrees that he will pay all applicable federal, state and local taxes in connection with the services provided pursuant to this Agreement. Physician agrees to defend and indemnify and hold the District harmless from any and all liability, claims, damages or losses (including, without limitation, attorneys' fees, costs penalties and fines) which arise against the District as a result of Physician's failure to perform her obligations under this Section.

4.15 Offset. In the event Physician is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for 60 days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Physician from any compensation due and payable under this agreement to Physician. Hospital shall provide Physician a written notice of the exercise of its offset rights under this paragraph at any time before, or at the time of exercise of the offset. Any offset(s) exercised by the Hospital shall not affect or change any other conditions or provisions of contracts or agreements between Hospital and Physician. Further, Hospital exercise of any offset shall not be considered a waiver of any interest or penalty amount due and payable to Hospital from Physician.

4.16 No Payments After Termination. After termination of this contract, Physician understands that there will be no further payments made for services which are the subject of this Agreement until Physician has executed a new agreement except for services which have already been provided before the end of the term of this Agreement.

[*Signature Page Follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HOSPITAL

By_____ Date_____

Christopher R. Bjornberg
Chief Executive Officer
Imperial Valley Healthcare District

PHYSICIAN

By_____ Date_____

Athar M. Ansari, M.D.
Athar M. Ansari, M.D., Inc.

EXHIBIT A
Imperial Valley Healthcare District
207 West Legion Road
Brawley, California 92227

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	Services Performed	Time

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature: _____

Date: _____

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: 7/24/2025

SUBJECT: Authorization to approve Emergency On-call for Dr. Mobin Malik, M.D.

BACKGROUND: This agreement is for Cardiology Emergency On-call services for Imperial Valley Health Care District. PMH recognizes the need for experienced Physicians to provide additional on-call emergency coverage in the Hospital. No change in rates.

KEY ISSUES: Physician or through his corporation shall provide Cardiology On-Call services. Physician shall be compensated as follows:
Emergency On-Call Coverage Services:

- Coverage
  - Compensation of ($500) for each 24-hour period
  - Hospital shall also pay for the diagnostic services below:
    - Electrocardiograms at $216 per day
    - Treadmill/Thallium tests at $75 per day

CONTRACT VALUE: value varies depending on coverage

CONTRACT TERM: 2 years

BUDGETED: Yes

BUDGET CLASSIFICATION: On-call

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christopher R. Bjornberg

DATE SUBMITTED TO LEGAL: 7/2025 **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve Emergency On-call for Dr. Athar A. Ansari, M.D. INC

EMERGENCY MEDICAL CARE
ON-CALL COVERAGE AGREEMENT
(MEDICAL CARE/CARDIAC DIAGNOSTIC SERVICES)

This Agreement ("**Agreement**") shall be effective as of July 1st, 2025, and is entered into by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq*., (**"Hospital**") Mobin Malik, M.D. ("**Physician**"). Hospital and Physician are sometimes referred to individually as a "**Party**" and collectively as "**Parties"**.

RECITALS

A. Hospital is owner and operator of Pioneers Memorial Hospital, an acute care hospital located at 207 West Legion Road, Brawley, California and by the start date, may also own and operate a second general acute hospital located in El Centro, California.

B. Hospital operates an emergency department and, on its premises, to serve the members of the community and other persons who may require immediate medical and/or hospital service ("**Department**").

C. In order to maintain "on-premises" emergency services the Hospital recognizes that it must comply with relevant statutory and administrative requirements including those set forth as follows. Pursuant to California Administrative Code Title 22 section 70455, the Department must provide experienced physicians in specialty categories to be available twenty-four hours a day, which specialties include Cardiology & General medicine. In addition, since the Hospital has an emergency department, the Hospital must comply with the Emergency Medical Treatment and Active Labor Act ("EMTALA"; 42 USC section 1395dd) and the regulations thereunder. Under EMTALA, the Department must provide for appropriate medical screening examination within the capability of the Department including ancillary services routinely available therein including the services of a Cardiologist or General medicine practitioner.

D. Hospital also desires to enter into this Agreement with Physician for the purpose of ensuring prompt and qualified interpretation of the combination cardiac diagnostic services described in Section 2.1 of this Agreement ("**Diagnostic Services**").

E. Physician has the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital to share such coverage services with other Cardiologists/General Medicine physicians, as herein below described.

NOW THEREFORE, in consideration of the mutual promises made, the receipt and sufficiency of which are acknowledged, Hospital and Physician hereby agree as follows:

AGREEMENT

1 Duties and Obligations of Physician

1.1 Adequate Coverage. Hospital hereby contracts with Physician to provide on-call emergency medical coverage in the Hospital ("**Coverage Services**"). Physician shall provide a monthly schedule of his availability for on-call emergency coverage in the Hospital to the Emergency Room Director and the Hospital's Medical Staff Director at least 30 days prior to the commencement of the month for which the schedule applies.

1.2 Patient Billing. Physician shall bear exclusive responsibility for billing and collection for Physician's professional services rendered in the Department and Hospital shall have no responsibility for said billing and collection activities.

1.3 Coverage Services & Diagnostic Services.

1.3.1 Physician agrees that he will provide the following coverage services ("**Coverage Services**") for the Department: perform Department treadmill/thallium test service. During such times when Physician is providing the Coverage Services, he shall devote sufficient time to perform adequately such services. In the event Physician is not physically present in the Department when he is providing the Coverage Services, he agrees to be present or contact the Department within thirty (30) minutes from a call or page by the Department.

1.3.2 Physician shall interpret and report electrocardiogram tests and treadmill/thallium studies for the fees set forth in Section 2, below, within twenty-four (24) hours of posting. To that end, Physician agrees to participate on a regular basis in rotation with other physicians who have agreed to interpret and report electrocardiograms and treadmill studies and to interpret all electrocardiograms and treadmill studies presented during each rotation.

1.3.3 Physician will provide services according to the quality assurance criteria established by Hospital though its Quality Management Program.

1.3.4 Physician agrees that the Hospital's medical staff ("**Medical Staff**") may, at its sole discretion, review Physician's clinical performance in reviewing and evaluating Physician's interpretation of Diagnostic Services at Hospital.

1.3.5 Physician will notify Hospital in the event he is unable to interpret a Diagnostic Service within twenty-four (24) hours.

1.4 Accounting for Services Performed. Physician shall provide a time log ("**Time Log**") in the format set forth in the attached Exhibit "A", to the Hospital's Medical Staff Office each month. This log must be legible, identify the time and date services were performed, and specify the nature of the Physician's activity. Because either Physician or Hospital may be called upon to provide a detailed summary of services performed for either state or federal government authorities, Physician acknowledges and understands that if he does not provide a time log in the manner specified herein, the Hospital will withhold any compensation due Physician from Hospital pursuant to this Agreement until such information is provided.

1.5 Malpractice Insurance. Physician shall provide and maintain current for the term

of this Agreement, medical malpractice insurance as required by the bylaws, rules and regulations governing Hospital Medical Staff physicians in a minimum amount of one million ($1,000,000.00) per occurrence and three million ($3,000,000.00) aggregate.

1.6 Reporting Requirements. Physician shall provide to the Emergency Room Director and Hospital Administration the current numbers for his office, residence and cellular telephones and to his mobile pager. Physician further agrees that he will report as provided in section 1.3 above.

1.7 Transferring Physician. At any time when the Physician is providing emergency Coverage Services pursuant to the terms of this agreement and assumes responsibility for the care or treatment of a patient of the Emergency room or of an admitted patient and such patient requires transfer to another facility, Physician agrees that he will act as the transferring physician assuring that all matters required for the transfer of such patient are completed expeditiously. If Physician is unable to effect a transfer, then Physician shall contact the Hospital's Chief of Staff to assist in facilitating with such a transfer.

2 Duties of Hospital

2.1 Compensation. The hospital shall pay the Physician five hundred dollars ($500.00) for each twenty-four (24) hour on-call period covered during each month. Physician shall be compensated with a pro-rated amount for coverage provided that is less than 24-hours.

2.1.1 Hospital shall also pay Physician the fixed amount for the Diagnostic Service as follows:

Diagnostic Services	Fee
Electrocardiograms	$216.00 per day
Treadmill/Thallium Tests	$ 75.00 per day

2.2 Payment. Compensation will be paid within thirty (30) days of receipt of a legible, complete and properly submitted Time Log or Monthly log which includes detailing the number of treadmill/thallium tests performed. As a required condition for payment, all charts must be completed and locked.

3 Term and Termination

2.1 Term of Agreement. The term of this Agreement is twenty-four (24) months and shall commence on July 1, 2025 and remain in effect through June 30th, 2027.

2.2 Termination.

2.2.1 Termination for Cause. Either Party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching Party has been provided written notice

of the breach and has failed to cure said breach within thirty (30) days of the mailing by the non-breaching Party of such notice.

2.2.2 Immediate Termination. In the event that Physician's medical license is revoked or medical staff privileges at Hospital suspended, such action will be considered an incurable breach and this Agreement shall immediately terminate without further notice or cure period.

2.2.3 Jeopardy Event. Should the performance of either Party of any term, covenant, condition, or provision of this Agreement jeopardize the Hospital's license, Hospital's participation in Medicare, MediCal, other reimbursement or payment program (for example Blue Cross), Hospital's full accreditation by DNV Healthcare or any other state or nationally recognized accreditation organization, or the tax-exempt status of the District's bonds or any other District tax-exempt financing, or it is deemed illegal or unethical by any recognized body, agency or association the medical or hospital fields and the jeopardy or violation has not been or cannot be cured in within thirty (30) days from the date of notice of such jeopardy or violation has been communicated to the Parties, the Agreement shall immediately terminate.

2.2.4 No Cause Termination. It is also understood and agreed that either Party may terminate this agreement upon thirty (30) days' written notice to the other without cause, however, the Parties understand and agree if this agreement is terminated without cause prior to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

4 General Terms and Conditions

3.1 Independent Contractor. Physician is engaged as an independent contractor with Hospital in performing all work, duties and obligations hereunder. The parties expressly agree that no work, act, commission or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician the agent or servant of Hospital. Physician shall not be entitled to receive vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance or any other employee or pension benefit of any kind.

3.2 Treatment of MediCal and Medicare Patients. Physician shall not refuse treatment to MediCal or Medicare patients and shall participate in managed-care contracts in which Hospital does or will participate.

3.3 No Waiver. Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of such provision.

3.4 Severability. In the event that any of the terms and provisions of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under the laws, regulations, ordinances, or other guidelines of the federal government or of any state or local government to which this Agreement is subject, such terms or provisions shall remain severed from this Agreement and the remaining terms and provisions shall continue and remain

unaffected. If the term of this Agreement cannot be severed without materially affecting the operation of this Agreement, then this Agreement shall automatically terminate as of the date in which the term is held unenforceable.

3.5 Access to Books and Records. To the extent required by Section 1395(x)(V)(1) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Physician shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Department of Health and Human Services, or any of their duly authorized representatives, a copy of this Agreement and such books and documents and records as are necessary to certify the nature and extent of the costs of the services provided by Physician under this Agreement. Physician further agrees that in the event Physician carries out any of her duties under this Agreement through a subcontractor, with a value or cost of ten thousand dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

4.6 Compliance with Non-Discrimination Laws.

4.6.1 Non-Discrimination. During the performance of this Agreement, Physician and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Physician and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Physician and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Chapter 5, Division 4 are incorporated into this contract by reference as if duly set forth herein. Physician and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Physician shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

4.6.2 Access to Determine Compliance. Physician shall permit access by the representatives of the Department of Fair Employment and Housing and the Department of Corrections, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, other sources

of information and its facilities as such agencies shall require to ascertain compliance with this clause.

4.7 Notices. Notices and demands required or permitted to be given hereunder shall be in writing and shall be effective when delivered whether by hand delivery, by courier, or by U.S. Mail, certified, return receipt requested, to the following addresses:

Physician:	District:
Mobin Malik, M.D. _____ _____ _____	Chief Executive Officer Pioneers Memorial Healthcare District 207 West Legion Road Brawley, CA 92227

4.8 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto and supersedes all other previous agreements and understandings, written or oral, between the parties hereto. There are no other Agreements between the parties hereto as to the subject matter hereof other than those set forth in this Agreement.

4.9 Choice of Law and Venue. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California. The venue for any legal proceeding relating to, or arising out of, this Agreement shall be in the County of Imperial, State of California. In cases of Federal Jurisdiction, Parties agree that the United States District Courts for the Southern District of California in San Diego shall have sole jurisdiction and venue.

4.10 Confidentiality of Records. Physician and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by section 42 U.S.C.A. Section 1395x(v)(1)(I) of Title II and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of seven (7) years after the expiration of the termination of this agreement. Physician will comply with all confidentiality laws and requirements, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California Civil Code Section 56.10 et. seq. as applicable.

4.11 No Assignment Without Consent. Physician shall not assign, sell or transfer any rights conferred by this Agreement, without prior written consent of Hospital which consent shall not unreasonably be withheld.

4.12 Headings. Headings have been included solely as a convenience to the reader and are not intended nor shall they be construed in the interpretation of this Agreement.

4.13 Retention of Professional and Administrative Responsibility. Hospital shall retain

professional and administrative responsibility for the services rendered as outlined in this Agreement.

4.14 Payment of Taxes. Physician acknowledges and agrees that he will pay all applicable federal, state and local taxes in connection with the services provided pursuant to this Agreement. Physician agrees to defend and indemnify and hold the District harmless from any and all liability, claims, damages or losses (including, without limitation, attorneys' fees, costs penalties and fines) which arise against the District as a result of Physician's failure to perform her obligations under this Section.

4.15 Offset. In the event Physician is indebted or financially obligated to Hospital for any reason and has failed to repay as required any such debt or obligation for 60 days or more, then Hospital in its sole discretion may offset the amount of such unpaid debt or obligation owed by Physician from any compensation due and payable under this agreement to Physician. Hospital shall provide Physician a written notice of the exercise of its offset rights under this paragraph at any time before, or at the time of exercise of the offset. Any offset(s) exercised by the Hospital shall not affect or change any other conditions or provisions of contracts or agreements between Hospital and Physician. Further, Hospital exercise of any offset shall not be considered a waiver of any interest or penalty amount due and payable to Hospital from Physician.

4.16 No Payments After Termination. After termination of this contract, Physician understands that there will be no further payments made for services which are the subject of this Agreement until Physician has executed a new agreement except for services which have already been provided before the end of the term of this Agreement.

[*Signature Page Follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HOSPITAL

By_____ Date_____
Christopher R. Bjornberg
Chief Executive Officer
Pioneers Memorial Healthcare District

PHYSICIAN

By_____ Date_____
Mobin Malik, M.D.

EXHIBIT A
Imperial Valley Healthcare District
207 West Legion Road
Brawley, California 92227

PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	Services Performed	Time

I certify that I have performed the services set forth above and understand that this Time and Activity Log may be made available to law enforcement or other regulatory agencies to confirm compliance with applicable state and federal law if so requested.

Physician's Signature: _____

Date: _____

Imperial Valley Healthcare District

BOARD MEETING DATE: 7/24/2025

SUBJECT: Authorization to approve Pain Management Professional Service Agreement for Anesthesia Medical Group of Imperial Valley.

BACKGROUND: This agreement is for the professional services for chronic pain management and in addition requires administrative services to be provided with the development and ongoing operation of the pain management program.

KEY ISSUES: Physician will be compensated on a wRVU model for procedures, production and E&M production. No Contract changes from previous agreements, in place since 2014. No changes to the compensation model.

CONTRACT VALUE: Compensation is based on coverage and depends based on visits, volumes and wRVU. Administration compensation does not exceed $25,000 per contract year.

CONTRACT TERM: 3 years

BUDGETED: Yes

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christopher Bjornberg

DATE SUBMITTED TO LEGAL: 6/2025 **REVIEWED BY LEGAL:** [X] Yes [ ] No

FIRST OR SECOND SUBMITTAL: [X] 1st [ ] 2nd

RECOMMENDED ACTION: Authorization to approve Pain Management Professional Service Agreement for Anesthesia Medical Group of Imperial Valley.

PROFESSIONAL SERVICES AGREEMENT
(Pain Management -AMGIV)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into effective as of _____ ("**Effective Date**") by and between Imperial Valley Healthcare District ("IVHD") dba Pioneer Memorial Hospital and **Anesthesia Medical Group of Imperial Valley, Inc.,** a California professional corporation ("'GROUP").

RECITALS

WHEREAS, Imperial Valley Healthcare District is developing a coordinated and integrated network of outpatient pain management clinics that will be operated as provider-based clinics located on the campuses of its hospital (each "Site", collectively, the "Sites"), which collectively will comprise the Pain Management Program across the Imperial Valley Healthcare District services area; and

WHEREAS, the Imperial Valley Healthcare District patients at the Sites require the services of physicians specially trained in chronic pain management to provide the professional medical services required by such patients; and

WHEREAS, in addition to professional medical services, Imperial Valley Healthcare District requires certain administrative services to be provided at the Site ("Site Medical Director") and for each Site Medical Director to work collaboratively with other Site Medical Directors in connection with the development and ongoing operation of the Site and the Pain Management Program; and

WHEREAS, GROUP provides high quality outpatient pain management services through its employed physician(s) (each, a "'GROUP Physician"); and

WHEREAS, GROUP and Imperial Valley Healthcare District agree that GROUP through its GROUP Physician(s) will furnish the pain management services to Imperial Valley Healthcare District at the designated Site(s) upon the terms and conditions set forth in this Agreement; and

WHEREAS, in addition to the Services contemplated pursuant to this Agreement, GROUP and Imperial Valley Healthcare District acknowledge and agree that a GROUP-affiliated entity, **Frank F. Brabec, MBA CMPE Healthcare Management,** (the "Manager"), shall be providing the professional management and administrative oversight at the Designated Site pursuant to a contractual arrangement between Manager and Imperial Valley Healthcare District dated as of even date herewith.

THEREFORE, in consideration of the promises, premises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, Imperial Valley Healthcare District

and GROUP agree as follows:

1. GROUP's and GROUP Physician Obligations.

1.1 Services. Beginning on _____ (the **"Commencement Date"**), GROUP Physician(s) shall provide the professional pain management services as may be required for the patients of Imperial Valley Healthcare District at the Designated Site on an exclusive basis ("Services"). A procedure code listing of the types of professional medical services provided at the Designated Site is set forth on Schedule 1.1 attached hereto and incorporated herein by this reference, which may be updated by the parties as needed to reflect current operations and CPT coding terminology. As set forth on Schedule 1.1, the Services provided pursuant to this Agreement specifically exclude all other professional medical services provided by GROUP Physician as part of GROUP Physician's independent practice with GROUP, including but not limited to the office-based and hospital follow-up evaluation and management CPT codes set forth on Schedule 1.1. At all times while this Agreement is in effect, GROUP shall not designate any other physician as a GROUP Physician to provide Services hereunder, unless approved in writing by Imperial Valley Healthcare District.

The Services shall include by way of example and not by limitation, the following:

(a) observe and comply with all rules and policies adopted from time to time by Imperial Valley Healthcare District in connection with the operation of the Pain Management Program at the Designated Site.

(b) participate in managed care plans and programs, including the Medicare and Medicaid programs, as directed by Imperial Valley Healthcare District and take any and all action reasonably necessary in. order to ensure such participation including but not limited to the execution of provider participation agreements.

(c) provide all the foregoing services to all patients of Imperial Valley Healthcare District in a non-discriminatory manner which does not distinguish between patients based on age, sex, race, mental or physical handicaps.

(d) GROUP and GROUP Physician(s) shall, consistent with sound medical practice, admit Pain Management Program patients requiring hospital treatment to, and order ancillary services and outpatient treatment for such patients from, Imperial Valley Healthcare District-affiliated facilities to provide such patients with access to a patient-focused and coordinated approach to the continuum of care. Nothing herein, however, is intended to require referrals to any facility if such a referral is inconsistent with GROUP Physician's professional judgment, interfering with the patient's choice of facility or provider, or the patient's insurer determines the facility or provider.

(e) GROUP shall require that each GROUP Physician sign the Physician Agreement in the form attached hereto as Exhibit D ("Physician Agreement") prior to providing Services pursuant to this Agreement; and

(f) the administrative services as part of being designated as the Medical Director of the Designated Site as more fully set forth on Exhibit B.

1.2 Performance and Coverage. The GROUP shall provide Services in accordance with the performance standards established by Imperial Valley Healthcare District and Manager and shall ensure that the Services set forth on Schedule 1.1 are provided at the Designated Site during standard business hours of the Designated Site's operations, as established by Imperial Valley Healthcare District and Manager. The parties acknowledge and agree that such operational hours may vary and fluctuate based on patient volume and the operational needs of the Pain Management Program. In addition, the Medical Director Services shall be provided on average for 13 hours per month and shall be documented in contemporaneous submission of Time Records on a monthly basis. All payments related to such Medical Director Services shall be made conditioned upon receipt and verification of Time Records.

1.3 Professional Requirements. GROUP shall cause each GROUP Physician to provide Services in accordance with: (i) currently approved methods and practices of the California Board of Healing Arts; (ii) the ethical and professional standards of the American Medical Association and applicable governing boards for the provision of pain management services similar to those contemplated hereunder; (iii) prevailing professional standards at the time such Services are rendered; (iv) policies, rules, regulations and procedures of Imperial Valley Healthcare District and the Designated Sites not inconsistent with this Agreement; and (v) standards of any applicable accrediting body, including but not limited to The Joint Commission.

1.4 Standards. GROUP Physician performing Services hereunder shall at all times:

(a) be a duly qualified physician specializing in the practice of pain management and be board certified or board eligible by the **American College of Pain Physicians or American College of Osteopathic Pain Physicians.**

(b) obtain and maintain clinical privileges and maintain membership on the Active Medical Staff of the Imperial Valley Healthcare District-affiliated hospital at which the Designated Site is located.

(c) maintain an unrestricted license to practice medicine in the State of California.

(d) maintain all customary and appropriate narcotics and controlled substances numbers and licenses as required by federal, state or local laws and regulations.

(e) be and remain a provider in good standing with the Medicare and Medicaid programs and immediately notify Imperial Valley Healthcare District in the event that such a physician or any entity through which such physician delivers and bills for services, is excluded from the Medicare and/or California Medicaid program.

(f) observe and comply with the provisions of this Agreement.

(g) work together with the other physicians practicing within Imperial Valley Healthcare District, the Pain Management Program and the Sites in order to facilitate continuity of patient care and promote a harmonious work environment conducive to the provision of quality health care; and

(h) provide timely reports regarding pain management services according to standards established by Imperial Valley Healthcare District or the Designated Site where GROUP Physician provides Services and provide Imperial Valley Healthcare District with other reports as may be requested by Imperial Valley Healthcare District from time to time.

2. Imperial Valley Healthcare District's Obligations. Imperial Valley Healthcare District or the Sites where GROUP Physician provide Services, as applicable, shall provide or arrange for the provision of, all personnel, supplies, equipment (office and medical), furniture, fixtures and related third party services such as dictation services as may be necessary for the provision of Services pursuant to this Agreement as reasonably determined by Imperial Valley Healthcare District or the applicable Sites in consultation with GROUP Physician.

3. Financial Matters.

3.1 Compensation for Services. Imperial Valley Healthcare District shall compensate physicians for the provision of Services in accordance with the provisions set forth in Exhibit C. The parties shall, prior to the end of the Initial Term or any Renewal Term, evaluate the compensation paid hereunder, and adjust such compensation, if necessary. Any adjustments to the compensation hereunder shall be (i) prospectively determined, (ii) consistent with fair market value for the services to be provided, and (iii) unrelated to the volume or value of referrals of governmental payor patients or other business generated between the parties.

3.2 Billing.

(a) Billing for Professional Services. GROUP shall bill all patients or other payors directly for all Services provided by GROUP Physician who provides Services under this Agreement under GROUP's tax identification number. All revenues received from such billings, including revenue from patient co-payments or co-insurance, less the cost of billing services shall belong to the Imperial Valley Healthcare District. Imperial Valley Healthcare District shall not bill Medicare or any other payor program or individual patient for any Services provided hereunder.

(b) Billing for Other Expenses. Imperial Valley Healthcare District and Sites, as applicable, shall bill all patients or other payors directly for all of supplies, equipment, materials and technical personnel utilized in connection with the provision of Services provided pursuant to this Agreement.

4. Insurance and Indemnification.

4.1 Insurance.

(a) At all times during the Term of this Agreement, Imperial Valley Healthcare District, at its sole cost and expense, agrees to procure and maintain, either through commercial policies or self-insurance: (i) professional liability coverage for losses arising out of the acts or omissions of Imperial Valley Healthcare District or its employees in the minimum amounts of One Million Dollars ($1,000,000.00), per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate; (ii) general liability coverage in the minimum amounts of One Million Dollars ($1,000,000.00), per occurrence, Two Million Dollars ($2,000,000.00) annual aggregate of all claims; and (iii) workers' compensation coverage for any of its employees who perform services

pursuant to this Agreement. If insurance is procured and maintained on a Claims Made basis, upon the expiration or termination of this Agreement for any reason, Imperial Valley Healthcare District agrees to procure an extended reporting endorsement with a retroactive date of coverage equal to the Effective Date of this Agreement.

(b) At all times during the Term (as defined below) of this Agreement, GROUP shall, at its sole cost and expense, shall procure and maintain: (i) an insurance policy providing medical professional liability coverage on an occurrence basis (or in accordance with the paragraph below if such coverage is not on an occurrence basis, *e.g.,* "Claims Made") covering GROUP, and GROUP's employees and agents (including GROUP Physician who performs Services hereunder), in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate of all claims ("Insurance Coverage"); (ii) an insurance policy providing commercial general liability insurance coverage on an occurrence: basis in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate of all claims; and (iii) workers' compensation coverage for any of its employees who perform services pursuant to this Agreement. All such insurance shall be placed with insurance companies reasonably acceptable to Imperial Valley Healthcare District.

(c) In the event GROUP procures Insurance Coverage which is not on an "occurrence basis," GROUP shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain Insurance Coverage for any liability directly or indirectly resulting from the provision of Services pursuant to this Agreement by GROUP or GROUP's employees or contractors for acts or omissions of GROUP or GROUP's employees or contractors, and GROUP Physician, providing Services hereunder occurring in whole or in part during the Term of this Agreement (hereinafter "Continuing Coverage"). GROUP may procure such Continuing Coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement applicable to the Insurance Coverage maintained by GROUP during the Term of this Agreement, or by such other methods acceptable to Imperial Valley Healthcare District.

(d) In the event that GROUP fails to procure any Insurance Coverage or Continuing Coverage required by Section 4.l(b) or 4.l(c), or if GROUP fails to provide Imperial Valley Healthcare District with proper evidence of such coverage as required by Section 4.1(e), Imperial Valley Healthcare District may, at Imperial Valley Healthcare District's option, upon fifteen (15) days prior written notice to GROUP, during which time GROUP may obtain and provide certificates of such coverage which will stop further Imperial Valley Healthcare District action, procure the Insurance Coverage or Continuing Coverage required by Section 4.1(b) and 4.l(c) on behalf of GROUP, and upon demand, GROUP shall reimburse Imperial Valley Healthcare District for the cost of such coverage. GROUP hereby makes, constitutes and appoints Imperial Valley Healthcare District as GROUP's true and lawful attorney in fact for GROUP and in GROUP's name, place and stead to prepare, execute, sign, endorse, deliver and process such applications, contracts, insurance policies, checks and all other documents and instruments necessary to carry out the objects of this Section 4(d). This power of attorney herein granted shall be deemed to be coupled with an interest.

(e) Each party shall provide the other with certificates issued by the insurance

carriers or their agents evidencing that all insurance policies required by Sections 4.1(a), 4.1(b) or 4.1(c) are in effect and which require that such insurance carriers or insurance carriers' agents shall provide the other party at least fifteen (15) days prior written notice of modification, cancellation or nonrenewal of such policies. GROUP shall provide Imperial Valley Healthcare District with at least ten (10) days prior written notice of modification, cancellation or non-renewal of any Insurance Coverage or Continuing Coverage.

5. Term and Termination.

5.1 Term. The Term of this Agreement shall begin on the Commencement Date and continue for three (3) years measured from the Commencement Date unless earlier terminated as provided herein ("Term").

5.2 Immediate Termination. Imperial Valley Healthcare District may terminate this Agreement immediately upon the occurrence of any of the following events subject to the: Cure Period as specifically set forth in the applicable subsection (each, a "Section 5.2 Cure Period"), the absence of any Section 5.2 Cure Period is deliberate and intentional:

(a) dissolution, insolvency or receivership of GROUP.

(b) upon the sale of Imperial Valley Healthcare District to an entity not affiliated with the District.

(c) GROUP's inability to obtain or maintain the insurance coverage as required pursuant to Section 4.1.

(d) the failure to commence providing Services as of the Commencement Date.

(e) the death or disability of GROUP Physician which for purposes hereof GROUP Physician shall be deemed to suffer from a "disability" if GROUP Physician is unable, for a period of ninety (90) days or more, to perform GROUP Physician's essential functions and duties as a physician who performs professional medical services the same as those set forth in this Agreement due to a physical or mental impairment, with or without reasonable accommodations, as determined through an examination by a qualified physician approved by Imperial Valley Healthcare District subject to any and all applicable laws and regulations including but not limited to the Americans With Disabilities Act;

(f) Any GROUP Physician's failure to maintain membership on the Active Medical Staff of the Imperial Valley Healthcare District-affiliated hospital at which the Designated Site is located and such clinical privileges as required to perform Services hereunder.

(g) Any GROUP Physician's failure to maintain an unrestricted license to practice medicine in the State of California or all customary and appropriate narcotics and controlled substances numbers and licenses as required by federal, state or local law: and regulations after a ten (10) calendar day Cure Period.

(h) Any GROUP Physician's failure to work together with the other physicians

practicing within Imperial Valley Healthcare District, the Pain Management Program or at the Designated Site in order to facilitate continuity of patient care and promote a harmonious work environment conducive to the provision of quality health care after Imperial Valley Healthcare District provides written notice to GROUP of the precise problem and supporting information constituting the alleged grounds for termination and a thirty (30) calendar day Cure Period; and

(i) Any GROUP Physician's failure to provide timely reports regarding pain management services according to standards established by Imperial Valley Healthcare District or Designated Site and provide Imperial Valley Healthcare District with other reports as may be requested by Imperial Valley Healthcare District from time to time after a thirty (30) calendar day Cure Period.

5.3 Breach. Any party hereto including specifically GROUP may terminate this Agreement immediately if the other party breaches this Agreement and such breach is not cured within thirty (30) days ("Section 5.3 Cure Period") after receiving receipt by the breaching party of written notice of such breach; except that the Imperial Valley Healthcare District shall not be required or obligated to provide a Section 5.3 Cure Period upon the occurrence of any of the events set forth in Section 5.2, above. Notwithstanding the foregoing, if the breach is cured within the applicable Section 5.2 Cure Period or the Section 5.3 Cure Period but the breaching party commits the same or a substantially similar breach following expiration of the applicable Section 5.2 Cure Period or the Section 5.3 Cure Period, then the non-breaching party may immediately terminate this Agreement without affording any further Section 5.2 Cure Period or the Section 5.3 Cure Period.

5.4 Termination Due to Change in Law. In the event that any law or regulation is enacted, promulgated or amended after the Effective Date of this Agreement, or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement is changed, revised or amended (collectively "Change in Law") in a manner that materially affects or materially impacts upon the reasonable expectations of either party under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of either party to perform its obligations under this Agreement, then either party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. Both parties agree to negotiate in good faith an amendment which preserves the original reasonable expectation of the parties to the extent possible in a manner consistent with the Change in Law. If no such amendment can be agreed upon in the reasonable opinion of either party within sixty (60) days of receipt of such notice, then any party may terminate this Agreement upon an additional sixty (60) days written notice, or as of the effective date of the Change in Law, if sooner.

5.5 Early Termination Without Cause. Either party shall have the right to terminate this Agreement without penalty or cause effective at any time following the expiration of twelve (12) months after the Commencement Date. Either party may then terminate this Agreement without cause upon ninety (90) days written notice to the other party.

5.6 Effect of Termination. In the event that this Agreement is terminated for any reason, then the parties shall not enter into the same or substantially the same arrangement with each other for the Services set forth in this Agreement for a period of one (1) year following the Termination Date of this Agreement.

6. General Provisions.

6.1 Independent Contractors. For purposes of this Agreement, Imperial Valley Healthcare District and GROUP and GROUP Physician(s) are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, employment, principal/agent or master/servant relationship between Imperial Valley Healthcare District and either GROUP, or GROUP Physician(s). The parties further agree that GROUP Physician. will not be entitled to any sick leave, vacation pay, retirement, social security, disability, health, and unemployment benefits, or any other benefits offered to employees of Imperial Valley Healthcare District. Imperial Valley Healthcare District shall not have or exercise any control or direction over the professional judgment or methods by which GROUP Physician perform professional pain management services pursuant to this Agreement.

6.2 Ownership of Records. Imperial Valley Healthcare District and/or Sites shall own all medical and other records prepared by GROUP Physician(s) who provides Services hereunder. Upon the expiration or termination of this Agreement for any reason, GROUP and GROUP Physician(s) shall promptly deliver to Imperial Valley Healthcare District any such records in his/her/its possession. Imperial Valley Healthcare District shall permit GROUP and GROUP Physician(s) reasonable access to such records during business hours for any ongoing medical purposes and/or in order to defend against any professional liability claims or disciplinary actions. The obligations of the parties pursuant to this Section 6.2 shall survive the expiration or termination of this Agreement.

6.3 Confidentiality. GROUP acknowledges that during GROUP's association with Imperial Valley Healthcare District, GROUP and its employees and contractors, including GROUP Physician(s), will be brought into contact with Imperial Valley Healthcare District's confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about Imperial Valley Healthcare Dis1rict's operations and business of a confidential nature ("Confidential Information") and that such Confidential Information has a special and unique value to Imperial Valley Healthcare District. Therefore, GROUP and Physician(s) will not in any manner, directly or indirectly disclose or divulge to any person, or other entity, whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity whatsoever, directly or indirectly in competition with the Imperial Valley Healthcare District, any such Confidential Information. Upon the expiration or termination by any party for any reason of this Agreement, GROUP and each of its employees, and GROUP Physician(s) shall immediately return to Imperial Valley Healthcare District any and all such Confidential Information in possession or control of GROUP or GROUP Physician(s). As used herein, Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a voluntary disclosure or release by a recipient party, or (ii) was available to a recipient party on a nonconfidential basis prior to the disclosure, or (iii) is lawfully obtained by the recipient party from a third party under no duty of confidentiality to the disclosing party.

6.4 Patient Identifying Information. All parties to this Agreement shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Standards (45 C..F.R. Parts 160 and 164) and the Standards for Elec1ronic Transactions (45 C.F.R. Parts 160 and 162) (collectively, the "Standards") promulgated or to be promulgated by the Secretary of Health and Human Services on and after the applicable effective

dates specified in the Standards. All medical information and data concerning specific patients, including but not limited to the identity of the patients, derived from the business relationship set forth in this Agreement shall be treated and maintained in a confidential manner by all parties to this Agreement and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

6.5 Access to Records. Until the expiration of four (4) years after the furnishing of Services described herein by GROUP and its employed and contracted health care professionals, including GROUP Physician(s), upon proper demand and with the prior written consent of Imperial Valley Healthcare District, GROUP agrees to make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and such books, documents and records of GROUP as are necessary to certify the nature and extent of the cost or value of services provided hereunder. Further, if GROUP carries out any of its duties hereunder pursuant to a subcontract, and if the services provided pursuant to said subcontract have a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, and such subcontract is with a related organization, such subcontract shall contain a clause requiring the subcontractor to retain and allow access to its records on the same terms and conditions as required of GROUP by this Section 6.5. This Section 6.5 shall be null, and void should it be determined that Section 186l(v)(l)(I) of the Social Security Act, as amended, is not applicable to this Agreement.

6.6 Conflict of Laws. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law's provisions. This Agreement shall be deemed to have been made in Imperial County, California and venue shall be in Imperial County.

6.7 Entire Agreement/Amendment. This Agreement constitutes all of the agreements between Imperial Valley Healthcare District and GROUP with respect to the Services contemplated hereunder. This Agreement supersedes all prior proposals, negotiations, representations, communications, writings and agreements between Imperial Valley Healthcare District and GROUP with respect to the subject matter hereof, whether oral or written. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of Imperial Valley Healthcare District and GROUP. This Agreement shall be binding on the parties, their successors, and permitted assigns.

6.8 Exclusion Representation and Warranty.

6.8.1 GROUP's Representation and Warranty. GROUP represents and warrants to Imperial Valley Healthcare District that GROUP and its owners, employees and agents and GROUP Physician (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42. U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"), and to GROUP's knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of GROUP or Personnel from Government Payor Programs or may cause for listing on the GSA List (collectively, an "Investigations"). GROUP agrees to notify Imperial Valley Healthcare District of the commencement of any Investigation or suspension or exclusion from Government Payor Programs within (3) business days of Group's first learning of it. Imperial

Valley Healthcare District shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion. Imperial Valley Healthcare District shall be timely kept apprised by GROUP of the status of any such Investigation. GROUP shall indemnify, defend, and hold Imperial Valley Healthcare District harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred because of Group's breach of this paragraph. During the Tenn, GROUP shall check the OIG and GSA excluded parties' websites at least annually with respect to any Personnel that provide services to Imperial Valley Healthcare District. The provisions of this paragraph shall survive the expiration or termination for any reason of this Agreement.

6.8.2 Imperial Valley Healthcare District Representation and Warranty. Imperial Valley Healthcare District represents and warrants to GROUP that Imperial Valley Healthcare District (i) is not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) is not suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"), and to Imperial Valey Healthcare District's knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of Imperial Valley Healthcare District from Government Payor Programs or may cause for listing on the GSA List (collectively, an "Investigation"). GROUP shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion. Imperial Valley Healthcare District shall indemnify, defend, and hold GROUP harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred as a result of Imperial Valley Healthcare District's breach of this paragraph. During the Tenn, the provisions of this paragraph shall survive the expiration or termination for any reason of this Agreement.

6.9 Assignment Prohibited. The parties hereto shall not assign or transfer their respective rights or obligations under this Agreement except with the other party's prior written consent except that Imperial Valley Healthcare District may assign the Agreement to an entity owned or controlled by, or affiliated with, Imperial Valley Healthcare District without the prior consent of GROUP; provided however that such assignee shall remain fully bound to all Imperial Valley Healthcare District obligations to GROUP under this Agreement and incorporated documents and such assignee, shall upon GROUP's written request, provide evidence of solvency to honor said obligations. Upon submission of such evidence to, and acceptance by, GROUP, Imperial Valley Healthcare District shall be discharged from all obligations hereunder.

6.10 Section Headings. The headings of Sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

6.11 No Waiver. The failure of Imperial Valley Healthcare District or GROUP to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.

6.12 Rights of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge

the obligation or liability of any third persons to any party to this Agreement, or to give any third persons any right of subrogation or action against any party to this Agreement.

6.13 Notices. Any notices or other communications required or contemplated under the provisions of this Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below or to such other persons or addresses as Imperial Valley Healthcare District or GROUP may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered, or the date of mailing if the notice is mailed by certified mail.

6.14 Counterparts; Facsimile Signature. This Agreement may be signed by the parties in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. All documents delivered by facsimile shall be binding as though an original thereof has been delivered.

6.15 Attorneys' Fees. In the event legal action is instituted to enforce this Agreement or any part hereof, the enforcing party shall be entitled to actual attorneys' fees and actual costs incurred in connection with such action.

[Signature Page Follows.]

IN WITNESS WHEREOF, each person signing below represents and warrants that he is fully authorized to execute and deliver this agreement in the capacity set forth beneath his or her signature and the parties hereto have executed this agreement as of the date and year first written above:

Imperial Valley Health Care District:

By: _____
Name: _____
Title: _____
Address: _____

GROUP:
Anesthesia Medical Group of Imperial Valley, Inc.

By: _____
Name: _____
Title: _____
Address: _____

Schedule 1.1

Designated Site: Center Main Campus

Listing of Services Provided at the Designated Site:

HOPD

Code	Description
20550	lnj tendon sheath/ligament
20552	Inj trigger point 1/2 muscle
20553	Inject trigger points =/> 3
20600	Drain/inject joint/bursa
20605	Drain/inject joint/bursa
20610	Drain/inject joint/bursa
22520	Percut vertebroplasty thor
22521	Percut vertebroplasty lumb
23350	Injection for shoulder x-ray
27093	Injection for hip x-ray
27096	Inject sacroiliac joint
62273	Inject epidural patch
62290	Inject for spine disk x-ray
62291	Inject for spine disk x-ray
62310	Inject spine c/t
62311	Inject spine *lfs* (cd)
62318	Inject spine w/cath c/t
62319	Inject spine w/cath 1/s (cd)
62367	Analyze spine infus pump
62368	Analyze sp inf pump w/reprog
63650	Implant neuroelectrodes
63661	Remove spine eltrd perq aray
64405	N block inj occipital
64418	N block inj suprascapular
64421	N block inj intercost mlt
64425	N block inj ilio-ing/hypogi
64430	N block inj pudenda]
64445	N block inj sciatic sng
64446	N blk inj sciatic cont inf
64447	N block inj fem single
64448	**N** block inj fem cont inf
64450	N block other peripheral
64479	lnj forarnen epidural c/t
64480	Ini foramen epidural add-on
64483	Inj foramen epidural l/s
64484	Inj foramen epidural add-on
64490	Inj paravert f jnt cit 1 lev
64491	Inj paravert f jnt *cit* 2 lev
64492	lnj paravert f jnt c/t 3 lev
64493	Inj paravert f jnt 1/s 1 lev
64494	Inj paravert fjnt 1/s 2 lev
64495	INJ paravert f int l/s 3 lev
64510	N block stellate ganglion
64520	N block lumbar/thoracic
64530	N block inj celiac pelus
64640	Injection treatment of nerve
64999	Nervous system surgery
72285	X-ray *cit* spine disk
72291	Perq verte/sacroplsty fluor
72295	Not Found
77002	Needle localization by xray
77003	Fluoroguide for spine inject
80101	Drug screen single
80104	Drug scrn I+ class nonchromo
95972	Analyze neurostim complex
95973	Analyze neurostim complex
95991	Spin/brain pump refil & main
99070	Special supplies
99144	Mod cs by same phys 5yrs +
99231	Subsequent hospital care

Office Based

Code	Descripti0111
99201	Office/outpatient visit, new
99202	Office/outpatient visit, new
99203	Office Visit, New Pt., Level 3
99204	Office Visit, New Pt., Level 4
99205	Office Visit, New Pt., Level *5*
99212	Est. Patient Level 2
99213	Est. Patient Level 3
99214	Est. Patient Level 4
99215	Est Patient Level 5
99241	Office consultation
99242	Office consultation
99243	Office Consultation Level 3
99244	Initial Consult
99245	Office Consultation Level 5

EXHIBIT B

MEDICAL DIRECTOR DUTIES

I. POSITION DEFINITION

Name; Jaime Englea-Larra, D.O.
Title: Medical Director

II. POSITION DESCRIPTION

The Medical Director shall be responsible for the administrative direction of the Pain Management Program at the Designated Site.

(a) Provide overall professional direction to the Pain Management Program at the Designated Site. Meet quarterly to review time records, goals and plans for the Pain Management Program at the Designated Site.

(b) Provide education and in-service instruction programs to Imperial Valley Healthcare District employees and subcontractors who provide health care services in connection with the operation of the Pain Management Program at the Designated Site.

(c) Assist Imperial Valley Healthcare District administration in developing and defining the clinical program and the scope of services of the Pain Management Program and its operations at the Designated Site, which includes but is not limited to, assisting any Medical Staff committee in reviewing and revising applicable rules, regulations or policies, credentialing, that pertain to the Pain Management Program at the Designated Site.

(d) Advise and consult with Imperial Valley Healthcare District and act as a Liaison to Medical Staff committees regarding developing, reviewing and recommending policies and procedures concerning the general operation of the Pain Management Program at the Designated Site.

(e) In conjunction with Imperial Valley Healthcare District, provide consultation for, and monitoring of, a quality improvement program that includes service- specific clinical indications and quality reports to CEO of Imperial Valley Healthcare District or his/her designee and meets any applicable Federal, State and/or local laws and/or regulations as well as regulations and guidelines established by any licensing or accreditation agency relative to the operation of the Pain Management Program at the Designated Site.

(f) Participate, as reasonably requested by Imperial Valley Healthcare District and as agreed to by GROUP and Physician, in special projects related to the Pain Management Program and its operations at the Sites.

(g) Assist the Imperial Valley Healthcare District in meeting its fiscal goals through appropriate cost containment measures.

(h) Perform other services which are reasonably related to the Medical Direction of the Pain Management Program at Imperial Valley Healthcare District's request, and as specifically agreed to by GROUP.

EXHIBIT C

COMPENSATION

1. Clinical Compensation.

(a) Imperial Valley Healthcare District will pay GROUP during each Contract Year of this Agreement the number of WRVUs performed by each GROUP Physician multiplied by the value attributed to such WRVU as set forth below in the WRVU Table ("WRVU Compensation"). Imperial Valley Healthcare District shall pay GROUP in accordance with its standard payment practices, which should be at least once a month. Imperial Valley Healthcare District shall calculate any outstanding compensation which may be owed to GROUP pursuant to this compensation methodology upon Termination of this Agreement for any reason, which such compensation shall not be prorated based on anticipated WRVU production had the Agreement not been terminated.

Work RVU Compensation Formula Tabl1e	
Physician Compensation based on Procedure RVU Production	**Per Work RVU Dollar Rate**
Physician Base WRVU Rate WRVU 1 to 2,000 WRVUs	$70
WRVU Bonus - WRVU 2,001 to 3,000 WRVUs	$72
WRVU Bonus - WRVU 3,001 and above	$76
Physician Compensation based on Evaluation and Management RVU Production	$65

2. Administrative Compensation.

(a) Administrative Compensation. As compensation for GROUP providing GROUP Physicians to act as the Medical Director of the Pain Management Program at the Designated Site and rendering the Medical Director Services pursuant to this Agreement, Imperial Valley Healthcare District shall, upon receipt of Time Records from Group documenting on average 13 hours per month as provided in Section 1.2, pay GROUP at an aggregate rate of $25,000 per Contract Year ($2083.33 per month) for the provision of the Medical Director Services. Imperial Valley Healthcare District shall pay GROUP's Administrative Compensation in accordance with its standard payment practices.

3. Total Compensation. In no event shall the sum of the Clinical Compensation set forth in Section l(a) received for Services performed in any Contract Year exceed the amount of $680,652.00 (the "Total Compensation Cap"). For purposes of applying the Total Compensation Cap

only, any sums payable to GROUP Physician after the close of the Contract Year relating to services provided in the prior Contract Year (i.e. any additional amount owing in Clinical Compensation due to the final reconciliation) shall be deemed part of GROUP Physician's Total Compensation in the Contract Year in which such payment was earned and shall be added together with all other payments earned by GROUP Physician as payable under this Agreement during that same Contract Year.

4. GROUP's Responsibility to Compensate. GROUP expressly agrees that all compensation payments made pursuant to this Agreement constitutes payment in full for GROUP's provision of Services hereunder and that Imperial Valley Healthcare District shall not be responsible for separately compensating GROUP Physician while this Agreement is in effect. GROUP shall be solely responsible for making all deductions and withholdings required by federal, state and local law for its employees and agents providing Services hereunder.

5. Modification of Compensation. At any time after the Initial Term, Imperial Valley Healthcare District shall provide GROUP with at least one hundred eighty (180) days prior written notice of any proposed compensation change for the applicable Renewal Term. GROUP shall have sixty (60) days (the "Consideration Period") to consider the compensation change. In the event that GROUP decides not to accept the compensation change, GROUP shall notify Imperial Valley Healthcare District, in writing, on or before the expiration of the Consideration Period of such non-acceptance by issuing written notice of termination of the Agreement. The termination of the Agreement pursuant to this Section 5 shall be effective: at the end of the then-current Initial Term or any applicable Renewal Term. In the event that GROUP accepts the proposed compensation change, the parties shall enter into a written agreement which extends the Term of the Agreement and sets forth the compensation arrangement between the parties, and the notice of termination of this Agreement shall be revoked. The parties hereby agree that any Modification of Compensation offered by Imperial Valley Healthcare District shall be within the range of Fair Market Value as determined by a mutually acceptable independent fair market value consultant.

6. Effect of Termination. In the event that the Agreement terminates or expires for any reason within sixty (60) days after the effective date of such termination or expiration (the "Final Reconciliation Period") Imperial Valley Healthcare District will conduct a final reconciliation by calculating GROUP Physician's compensation owed under the Compensation Formula for such portion of the applicable Contract Year when this Agreement is in effect ("Applicable Period"). Imperial Valley Healthcare District shall pay GROUP any amounts owing within thirty (30) days after the Final Reconciliation Period, and such payments shall be subject to the Total Compensation Cap pro-rated downward to reflect the number of months, out of the entire Contract Year, during which this Agreement was in effect. The Compensation Formula uses an accrual method of accounting, and in no event will there be any pay out to a GROUP (under any component of the compensation formula) for revenues received after the close of the applicable calendar year regardless of when such services were provided.

EXHIBIT E

PHYSICIAN AGREEMENT

As an employee or contractor of **Anesthesia Medical Group of Imperial Valley, Inc.** ("GROUP") who is designated to provide: pain management services pursuant to the provisions of the Professional Services Agreement in effect between Imperial Valley Healthcare District., a California nonprofit corporation ("Imperial Valley Healthcare District") and GROUP dated _____, 20 __ ("Agreement"), I have read the Agreement and acknowledge, understand, and agree as follows as of the Commencement Date:

1. I acknowledge the existence of the Agreement listed above and agree to provide the Services contemplated therein in accordance with its terms and on a full-time basis as of the Commencement Date.

2. I represent and warrant that I (i) am not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) have not been suspended or excluded from participation in any federal health care programs, as defined under 42. U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"), and to my knowledge there are no pending or threatened governmental investigations that may lead to my suspension or exclusion from Government Payor Programs or may cause my listing on the GSA List (collectively, an "Investigation"). I agree to notify Imperial Valley Healthcare District of the commencement of any Investigation or suspension or exclusion from Government Payor Programs within three (3) business days of my first learning of it.

[Signature Page Follows.]

With these express understandings, I affix my signature to this Physician Agreement.

Accepted by:

By: _____
Name: _____
Title: _____
Address: _____

Acknowledged and Agreed to by:
Printed Name: _____
And on behalf of:
Anesthesia Medical Group of Imperial VALLEY, INC.

By: _____
Name: _____
Title: _____
Address: _____

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: July 24, 2025

SUBJECT:

Review and approve the updated premium for Beazley Breach Response (BBR) endorsement for Imperial Valley Healthcare District.

BACKGROUND:

The IVHD Board reviewed and approved the BBR endorsement for FY 2026 at the May 29, 2025 Board meeting. At that time, Alliant Insurance provided a "not to exceed" premium estimate of $48,169 for such coverage. After reviewing the application more closely, Alliant underwriters found that the Multi Factor Authentication (MFA) currently utilized by IVHD for remote access to the network is only partial. There were discussions between Alliant and IVHD Information Systems management, and Alliant agreed to provide renewal endorsement for FY 2026 but only with an additional premium of $6,000. The Information Systems team is looking into making updates and changes to the MFA controls for future coverage.

KEY ISSUES: None

CONTRACT VALUE: $54,169.50 (previous quote was $48,169)

CONTRACT TERM: One Year Agreement (July 1, 2025 to June 30, 2026)

BUDGETED: Yes

BUDGET CLASSIFICATION: Insurance

RESPONSIBLE ADMINISTRATOR: Carly Loper, Chief Financial Officer

DATE SUBMITTED TO LEGAL: _____ **REVIEWED BY LEGAL:** ☐ Yes ☒ No

FIRST OR SECOND SUBMITTAL: ☒ 1st ☐ 2nd

RECOMMENDED ACTION:

That the Board approves the updated premium for Beazley Breach Response (BBR) endorsement for Imperial Valley Healthcare District, as outlined.

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

APIP CYBER PROGRAM - OPTIONAL COVERAGES

Type of Coverage	Breach Response Services Endorsement – **Claims Made & Reported**
Program	**Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)**
Named Insured	**Imperial Valley Healthcare District dba Pioneers Memorial Hospital**
Policy Period	July 1, 2025 to July 1, 2026
Retroactive Date	Follows APIP Cyber Policy
Coverage Form	Beazley Breach Response (BBR) Endorsement (Attaching to and forming part of Policy No. **TBD**)
Insurance Company	Lloyd's of London – Beazley Syndicates: 2623/623
A.M. Best Rating	A+ s (Superior), Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion) as of August 07, 2024
Standard & Poor's Rating	AA- (Very Strong), as of June 14, 2024
Admitted Status	Non-Admitted
Endorsement & Exclusions (including but not limited to)	Follows Primary Beazley Policy

Notes:

1. Notified Lives and Legal / Forensics / PR / CM limit is the aggregate limit provided for all Insureds / Members named on the endorsement.
2. BI and DBI coverages are part of a $750K aggregate sublimit within the overall aggregate limit as per the underlying layer for non-Boost options.
3. Proposal cannot be bound until the APIP cyber program's underlying aggregate program limit is determined.
4. Coverage is non-follow form for sublimited coverages under APIP Policy.

BBR Endorsement

Notification:	**Notified Individuals** – includes notification services, call center services, and credit & identity monitoring with respect to a Data Breach or Security Breach incident. The Notified Individuals limit is in addition to the APIP Cyber Program's Member Aggregate Limit and Policy Aggregate Limit.
Legal / Forensics / Public Relations (PR) & Crisis Management (CM):	The Legal Services / Computer Expert Services / Public Relations and Crisis Management Expenses limit is in addition to the APIP Cyber Program's Member Aggregate Limit and Policy Aggregate Limit. This coverage is with respect to a Data Breach or Security Breach incident.
Additional Breach Response Costs Limit:	Increases the $1,000,000 per Member Aggregate Sublimit for the Breach Response costs with Beazley nominated vendors in the APIP Cyber Program to $2,000,000 per Member Aggregate Limit. This coverage is with respect to a Data Breach or Security Breach incident. The Additional Breach Response Costs Limit is within the APIP Cyber Program's Member Aggregate Limit and Policy Aggregate Limit.
BBR Endorsement Retentions / Thresholds:	Privacy Breach Response Services Threshold / Retention (Each Claim / Incident)
Notification Threshold:	**100** Notified Individuals
Legal/Forensics/PR/CM Retention:	**$10,000** combined, but only **$5,000** for Legal Services (Legal is part of, not in addition to combined). The retentions listed herein are part of and not in addition to the policy retentions, should they apply. If Beazley Security is used as the vendor for Computer Security Expert Services, any fees and costs for such services will not be subject to the retention noted above for this coverage part only.

Boost Option

The first party limits shown below are within the APIP Cyber Program's Member Aggregate Limit and Policy Aggregate Limit and can only be purchased with the BBR endorsement

First Party Loss coverages become full limit:	**$2,000,000**	Business Interruption Loss resulting from Security Breach
	$2,000,000	Business Interruption Loss resulting from System Failure
	$2,000,000	Cyber Extortion Loss
	$2,000,000	Data Recovery Costs

Coverage Option Descriptions **Option 1 – BBR with Boost** (BBR Only plus Increased First Party Loss)

Increased limit options may be available upon request

Option	Notified Lives Limit	Legal / Forensics / PR / CM Limit	Increased First Party Loss Limit	Premium	SL Tax	SL Fee	Total Cost
1	250,000	$500,000	$2,000,000	$52,500.00	$1,575.00	$94.50	$54,169.50

Proposal Valid Until **July 31, 2025**

Subjectivities

- ***Recently Signed / Dated Application within 60 days prior to inception shall be required upon binding***
- ***Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.***
- ***MFA and EPP is required for the Boost Option Only***

Conditions

- Security is 100% Lloyds of London, Beazley Syndicate 2623/623
- All Surplus Lines Taxes/Fees are Fully Earned
- Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing
- 45 Day Premium Payment Warranty (Premium must be paid to Alliant within 20 days of binding to meet the Warranty Requirements)
- 6 Month Minimum Premiums

Binding Conditions

- A written request to bind coverage
- Completion of subjectivity request(s) by the Insured/Member and satisfactory review of information and agreement to remove subjectivities by Beazley

Broker	**ALLIANT INSURANCE SERVICES, INC.** **License No. 0C36861**

NOTES: Coverage outlined in this Proposal is subject to the terms and conditions set forth in the quote. Please refer to quote for specific terms, conditions and exclusions.

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA:

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Request to Bind Coverage

Imperial Valley Healthcare District dba Pioneers Memorial Hospital
Effective Date: July 1, 2025

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Bind Coverage for:				Total Cost:
1	250,000 Notified Lives	$500,000 Legal/Forensic/PR/CM	+Boost	☐ $54,169.50

☐ After review of the optional coverages summarized in this proposal, we have elected to decline all option(s) presented above.

Did you know that Alliant works with premium financing companies?
Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
☐	☐

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative **Date**

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval.
The actual terms and conditions of the policy will prevail.

RESOLUTION NO 2025 - 0724

RESOLUTION OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT BOARD OF DIRECTORS AUTHORIZING THE ACQUISITION OF THE PROPERTY

WHEREAS, Imperial Valley Healthcare District ("**IVHD**") assumed all assets, rights, responsibilities and obligations of Pioneers Memorial Healthcare District ("**PMHD**") and is the successor agency of PMHD pursuant to Assembly Bill 918 (2023) and Resolution No 2025-02;

WHEREAS, PMHD entered into the Purchase and Sale Agreement dated as of October 22, 2024 ("**Purchase Agreement**") with HER PLAZA LLC, a California limited liability company for the acquisition of (i) 1550 North Imperial Avenue, El Centro, California 92243, APN 064-470-064-000 and (ii) 0.61 acres of vacant land located in El Centro, California, APN 064-470-096-000 and 064-470-097-000 (collectively, the "**Property**");

WHEREAS, the Board of Directors of IVHD desires to acquire the Property.

NOW THEREFORE, this Board of Directors of IVHD does hereby find, resolve, and order the following:

SECTION 1. RESOLVED, IVHD is hereby authorized to acquire the Property and perform and complete all obligations under the Purchase Agreement.

SECTION 2. RESOLVED, the IVHD Board of Directors hereby authorizes the Chief Executive Officer, Chief Financial Officer and/or General Counsel, as appropriate, to authorize and sign any and all related paperwork and authorizations necessary in order to satisfy the terms of the Purchase Agreement and this Resolution.

SECTION 3. RESOLVED, FURTHER, this resolution shall take effect immediately upon its adoption.

IT IS SO RESOLVED, PASSED AND ADOPTED AND SIGNED ON THIS 24th DATE OF JULY 2025.

SECRETARY'S CERTIFCIATE

I, Arturo Proctor, Secretary of the Board of Directors if Imperial Valler Healthcare District, a California healthcare district, County of Imperial, California, certify as follows:

The attached is a full, true, and correct coy of Resolution 2025-0724, duly adopted at the meeting of the Board of Directors of Imperial Valley Healthcare District, which was duly held July 24, 2025, at which meeting a quorum of the members of the Board of Directors were present; and at such meeting such resolution was adopted by the following vote:

YES:
NO:
ABSTAIN:
ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 24th day of July 2025

_____
Secretary
Imperial Valley Healthcare District

Approved as to Form:

_____
Adriana R. Ochoa
Legal Counsel for Imperial Valley Healthcare District

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 22nd day of October, 2024 (the "Effective Date"), by and between HER PLAZA, LCC a California limited liability company, having a business address at 8 Moraine Drive, Henderson, Nevada 89052 ("Seller"), and Pioneers Memorial Healthcare District, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.*, having a business address of 207 W Legion Road, Brawley, California 92227 ("Buyer").

Intending to be legally bound hereby, Seller and Buyer agree as follows:

1. Sale and Purchase.

(a) On and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey transfer, and deliver to Buyer, and Buyer shall purchase from Seller, the following properties:

(i) Two parcels of real property located in El Centro, California, which are more particularly described on Exhibit A attached hereto and are commonly known as follows:

(A) The real property commonly known as 1550 North Imperial Avenue, El Centro, CA 92243 consisting of approximately 0.78 acres with approximately 11,971 square feet of a commercial building with Assessor's Parcel Number: 064-470-064-000 ("Improved Property'); and

(B) The unimproved vacant land with no current street address consisting of 0.61 acres and Assessor's Parcel Numbers: 064-470-096-000 and 064-470-097-000 ("Vacant Property").

The Improved Property and the Vacant Property are collectively referred to herein as the "Premises."

All of Seller's right, title and interest in the personal property specifically described on Exhibit B attached hereto ("Personalty").

The Premises and Personalty are sometime collectively referred to herein as the 'Assets'."

2. Purchase Price and Manner of Payment.

(a) In exchange for the Assets, Buyer shall pay to Seller, and Seller shall accept from Buyer, the purchase price (the "Purchase Price") of Three Million Six Hundred and Seven Thousand and Five Hundred Dollars ($3,607,500) for Improved Property and Two Hundred Ninety Two Thousand and Five Hundred Dollars ($292,500) for Vacant Property

wherein the total sum will be Three Million Nine Hundred Thousand Dollars and No Cents ($3,900,000.00), which Purchase Price shall be payable in the following manner:

(i) On the Effective Date, the sum of One Hundred Seventeen Thousand Dollars and No Cents ($117,000.00) in good, collectible funds as a deposit (together with interest earned thereon, the "Deposit") shall be paid and delivered by Buyer to Brooke Siegel (as hereinafter defined), as escrow agent ("Escrow Agent") to be retained by Escrow Agent pending Closing (as hereinafter defined) or sooner cancellation of this Agreement. The Deposit shall be released and paid to Seller in the event that Buyer does not terminate the Agreement prior to expiration of the Inspection Period (as hereinafter defined). If Buyer fully consummates and funds the transactions contemplated by this Agreement on or before the Closing Date, the Deposit shall be applied against the Purchase Price. This Agreement shall constitute instructions to the Escrow Agent.

(ii) The balance of the Purchase Price in the sum of Three Million Seven Hundred Eighty-Three Thousand Dollars and No Cents ($3,783,000.00) shall be payable to Escrow Agent one (1) business day prior to the Closing Date (as hereinafter defined), which sum shall be payable by federal funds wire transfer.

The Purchase Price shall be adjusted in accordance with the provisions of Section 5, which provides for various adjustments and apportionments.

3. **Closing**. The closing and consummation of this transaction (the "Closing") will be concluded by the Escrow Agent and shall take place at the office of the Escrow Agent after Escrow Agent's receipt of all of the documents required for the Closing and Escrow Agent's receipt of the Purchase Price, on the date that is within Ninety (90) days after the expiration of the Inspection Period (as defined in Section 7) (the "Closing Date"), or at such other place and/or date as the parties hereto shall agree in writing. If the Closing Date shall fall on a Saturday, Sunday or legal holiday under the laws of the State of California, the Closing Date shall automatically be extended to the next day which is neither a Saturday, Sunday or legal holiday.

4. **Quality of Title to the Premises.**

(a) Within three (3) Business Days after the execution of this Agreement, Seller shall deliver, or cause First American Title Company (the "Title Company"), to deliver to Buyer a preliminary title report with respect to the Premises (the "Preliminary Report"), which contains such exceptions as the Title Company would specify in the Title Policy with respect to the Premises, together with legible copies of all documents constituting such exceptions (the "Title Documents"). Buyer shall, if desired in Buyer's sole and absolute discretion, order a survey of the Premises (the "Survey") at the buyers cost. Following Buyer's receipt of the Title Report and Survey (or any subsequent update thereof), Buyer shall have until the end of the Inspection Period (as defined in Section 7) to give Seller notice (the "Title Objection Notice") of any matters affecting title to the Premises contained in the (i) the Preliminary Report; (ii) the Title Documents; and/or (iii) the Survey to which Buyer objects (the "Title Objections"). Any exceptions to the Preliminary Report to which Buyer does not object shall be considered to be permitted

to appear in the Title Policy (the "Permitted Exceptions"). Seller shall within five (5) business days after receipt of the Title Objection Notice (the "Title Response Period") notify Buyer as to any of the Title Objections that Seller elects (in its sole and absolute discretion) to cure, or cause to be eliminated from the Title Policy, on or before the Closing Date; provided, however, Seller shall have no obligation to cure or cause to be eliminated any of the Title Objections. In the event Seller fails to deliver such notice to Buyer, then Seller shall be deemed to have elected to not cure or cause to be eliminated from the Title Policy all of the Title Objections. Any Title Objections with respect to which Seller does not elect (or is deemed to have not elected) to cure, or cause to be eliminated, on or before the Closing Date, excluding any Mandatory Title Removal Items (as defined below) shall be referred to herein as "Uncured Title Objections." If, as of the expiration of the Inspection Period (as defined in Section 7), there remain any Uncured Title Objections, then Buyer shall notify Seller and Escrow Agent of Buyer's election (in its sole and absolute discretion) to either (A) waive any such Uncured Title Objections and proceed to the Closing, or (B) terminate this Agreement in which event the Deposit shall be returned to Buyer, and Seller and Buyer shall be released from all obligations under this Agreement, and neither Seller nor Buyer shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination. If Buyer fails to timely make the election under Clause (A) or Clause (B), then Buyer shall be deemed to have elected to terminate this Agreement. Any Uncured Title Objections (excluding any Mandatory Title Removal Items) which Buyer waives under Clause (A) above shall be deemed to be approved by Buyer as permitted exceptions in the Title Policy.

Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections pursuant to this Section. Seller shall be required to cause to be released, satisfied and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Premises on or following the date hereof (other than with the prior written approval of Buyer which approval shall be in Buyer's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements or other instruments which evidence or secure indebtedness, judgments and liens against the Premises, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall constitute a failure of a closing condition and Buyer shall be entitled to such remedies as are set forth herein.

(b) Buyer's failure to timely object or terminate this Agreement under this Section 4(a) is a waiver of Buyer's right to object.

(c) In the event that Seller shall be unable to deliver at Closing title to the Premises as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey without reduction in the Purchase Price; or (2) to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement.

5. Apportionments, Adjustments, and Incidental Costs.

(a) At Closing, all real estate and personal property taxes and assessments and all water and sewer charges and assessments shall be adjusted and apportioned pro rata between Seller and Buyer as of 12:00 a.m. on the day of Closing. Subject to the provision of the final sentence of this Section (a), such proration at Closing shall be final. If real estate and personal property taxes for the year of Closing are not known or are under appeal, real estate and personal property taxes will be prorated as of Closing based on the latest tax information available to Escrow Agent, and the parties agree, at the request of either party, to re-prorate the taxes within thirty (30) days after tax bills for the period of time relating to each parties' period of ownership are available and finalized.

(b) Effective on the date of Closing (i) Seller shall cause all accounts for insurance, gas, electric and other public utilities servicing or related to the Premises to be terminated and shall cause to be paid all billings owed by Seller for the period of Seller's ownership of the Premises thereon, and (ii) Buyer shall establish in its own name accounts for insurance, gas, electric and other public utilities servicing the Premises and shall be responsible for all billings thereon.

(c) Seller shall pay (i) one-half of Escrow Agent's escrow fee, (ii) the document-drafting and recording charges for the Deed, (iii) county documentary transfer tax in the amount Escrow Agent determines to be required by law, (iv) the recording fees associated with releases of any mortgage of Seller to be released at Closing and (v) the cost of the ALTA Policy (except for the portion thereof to be paid by Buyer as set forth below). Buyer shall pay (i) one-half of Escrow Agent's escrow fee, (ii) all document-drafting and recording charges for any loan documents for Buyer, and (iii) the surcharge for obtaining an ALTA Extended Policy and any endorsements rather than an ALTA Standard Policy.

(d) The parties will split evenly all other closing costs not specifically identified as a closing cost to be paid by either the Seller or the Buyer.

(e) The provisions of this Section 5 shall survive Closing and termination of this Agreement.

6. Title Conveyance.

(a) Title to the Premises shall be conveyed to Buyer at Closing by Seller's Grant Deed, duly executed, acknowledged and otherwise in proper form for recording, substantially in the form attached here to as Exhibit D (the "Deed").

(b) Seller's interest in the Personalty, if any, shall be conveyed to Buyer at Closing by Seller's duly executed bill of sale substantially in the form attached hereto as Exhibit E (the "Bill of Sale").

7. **Condition of Assets.**

(a) During the period from the Effective Date until 90 days after the Effective Date (the "Inspection Period") Buyer shall have the right, at Buyer's sole cost and expense, to enter upon the Premises for the purposes of inspecting the Assets and the physical condition thereof and for making such investigations as shall be reasonably necessary for Buyer to determine the suitability of the Assets for Buyer's intended use thereof (collectively, "Inspections"). Any Inspection shall be conducted in a manner so as not to permanently or materially damage the Assets. If Buyer is dissatisfied with the Assets for any reason or no reason whatsoever, Buyer may, by written notice to Seller not later than 11:59 p.m. Pacific Time on the expiration date of the Inspection Period, terminate this Agreement whereupon the Deposit shall be returned to Buyer and neither party shall have any further right or remedy against the other except for liabilities, rights and remedies that survive termination of this Agreement. In the event that Buyer fails to deliver such termination notice prior to the expiration of the Inspection Period, this Agreement shall continue in full force and effect in accordance with its terms and Buyer shall have the right to enter upon the Premises to conduct additional Inspections through the Closing Date. Buyer will indemnify and hold Seller harmless from any damages or liabilities arising from Buyer's inspections of the Premises.

(b) Except as set forth in Exhibit D, Seller does not make any representation, either prior to or at Closing, with respect to the condition or character of the Assets or the use or uses to which the Premises may be put. Except as set forth in Exhibit D, in making and executing this Agreement, Buyer has not relied upon or been induced by any statements or representations of the Seller or of any information provided by the Seller to Buyer regarding the Assets other than the representations and warranties of Seller set forth on Exhibit C. Buyer has, on the contrary, relied solely on such representations, if any, as are expressly made herein and on such investigations, examinations and inspections as Buyer has chosen to make or have made. Buyer acknowledges that as of Closing it will have had an adequate opportunity to inspect the Assets and to investigate their physical characteristics and conditions. Upon the Closing, Buyer shall be deemed to have waived any and all objections to the physical characteristics and conditions of the Assets which would be disclosed by a reasonable and diligent inspection.

8. **Environmental Representations and Warranties**. Seller makes the following representations and warranties to Buyer, which representations and warranties shall survive the transfer of title from Seller to Buyer:

(a) Any and all governmental approvals, permits and notifications required by federal, state and local environmental laws relating to the Premises and/or its use have been obtained.

(b) Seller is unaware of any action, either threatened or commenced, by any governmental agency arising out of an alleged violation of any environmental law or regulation on the Premises.

(c) No governmental agency has notified Seller of any violation of any environmental law or regulation on the Premises.

(d) Seller is unaware of any civil action, either threatened or commenced, by a party other than a governmental agency arising out of an alleged environmental mishap occurring on the Premises.

(e) There has been no environmental mishap with respect to the Premises.

(f) There are no Hazardous Materials or Hazardous Substances (as such terms are defined below) on or about the Premises.

(g) The past and present uses to which Seller has put or is putting the Premises to do not violate any relevant federal, state or local environmental laws or regulations.

For the purposes of this Section 8 the terms "Hazardous Materials" and "Hazardous Substances" shall include but shall not be limited to any of the following: (i) asbestos; (ii) urea formaldehyde foam insulation; (iii) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (iv) any mold, fungus or similar growth or (v) any other chemical, material, substance or other matter of any kind whatsoever which is prohibited, limited or regulated by any federal, state, county, regional or local authority or legislation, including, without limitation, the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq., the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., the regulations promulgated from time to time thereunder, environmental laws administered by the Environmental Protection Agency and laws and regulations of the State of California, or any other governmental organization or agency having jurisdiction.

The provisions of this Section 8 shall survive Closing irrespective of any presumption of law or other provision of this Agreement to the contrary.

9. **Fire or other Casualty**. In the event that all or any substantial portion of the Assets shall be damaged or destroyed by fire or other casualty prior to the Closing, Buyer may terminate this Agreement by written notice thereof to Seller within twenty (20) days after Buyer is notified of the casualty. Upon termination of this Agreement as provided in this Section, the Deposit shall be returned to Buyer, and all rights, duties and obligations hereunder shall cease and be of no further force or effect (except with respect to the provisions hereof which expressly survive the termination of this Agreement). For the purposes of this Section, a "**substantial portion**" of the Assets shall be deemed to be any portion of the Assets with either a fair market value or replacement cost equal to or greater than twenty-five percent (25%) of the Purchase Price. Except as set forth above, damage to the Assets by fire or other casualty between the Effective Date and the date of Closing shall not impair the obligations of either party under this Agreement. In the event that the Premises is damaged by fire or other casualty, the net proceeds of any insurance collected prior to Closing that have not been used by Seller to pay for repairs or securing the Assets or paid to a third party assisting Seller in regard to the casualty, will be credited to Buyer at Closing or paid to Buyer within thirty (30 days of Seller's receipt after Closing. At Closing, Seller shall assign to Buyer all of Seller's right, title, and interest to any claims and uncollected proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question and Buyer shall receive a credit against the Purchase Price by an amount equal to the positive difference

between (i) the total cost to repair all damage arising from such casualty, and (ii) the total insurance proceeds delivered or assigned to Buyer as aforesaid under such insurance policies with respect to such casualty loss.

10. Condemnation. Seller shall give Buyer written notice of any action or proceeding instituted or pending in eminent domain or for condemnation affecting any part of the Premises promptly after Seller's receipt thereof. If prior to Closing all or a substantial portion (and, for the purposes of this Agreement, a "substantial portion" shall be deemed to include any portion of the Premises which materially and adversely affects the use and enjoyment of the Premises) of the Premises is taken by condemnation or eminent domain proceeding or other transfer in lieu thereof (or in the event any notice of any of the foregoing shall be delivered), each of Seller and Buyer shall have the right to terminate this Agreement by notice to the other party within 60 days after the receipt of notice of such proceedings, in which event the Deposit shall be returned to Buyer and neither party shall have any further liability or obligation hereunder except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement. In the event of a partial taking of less than a substantial portion of the Premises this Agreement shall continue in full force and effect and Seller shall, at Closing, credit or assign to Buyer all of Seller's right, title, and interest in the condemnation award and all other rights or claims arising out of or in connection with any such eminent domain or condemnation action or proceeding with no reduction to the Purchase Price.

11. Deliveries.

(a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) The Deed;

(ii) A Bill of Sale;

(iii) An affidavit from Seller stating its taxpayer identification number and that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code) and setting forth such other information as may be required by Section 1445(b)(2) of the Internal Revenue Code or any amendment or replacement thereof;

(iv) An executed California Form 593-C Real Estate Withholding Certificate; and

(v) Such other documents and instruments as shall be reasonably required in order for Seller to consummate this transaction in accordance with the terms and conditions of this Agreement.

(b) At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) The portion of the Purchase Price required to be paid pursuant to Section 2.(a)(ii); and

(ii) Such other documents and instruments as shall reasonably be required by the Title Company for Buyer to consummate Closing in accordance with the terms of this Agreement.

12. **Brokerage**. Buyer and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Each party hereto represents and warrants to the other that it has not employed or retained any other broker or finder in connection with the transaction contemplated by this Agreement which would entitle such person to a fee or commission in connection with this transaction. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, demand or expense (including attorney's fees) which may be incurred or sustained by such other party by virtue of any claim for fee or commission made against it by any broker or other person claiming through the other party to this Agreement, which indemnification and hold-harmless agreement shall survive Closing or any termination of this Agreement.

13. **Assignment**. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by Buyer to a Buyer Affiliate (as defined below) without the prior written consent of Seller, so long as the Buyer is not released from liability under this Agreement upon written notice of such assignment to Seller at least three (3) days prior to the Closing For purposes of this Section 13, a "Buyer Affiliate" shall mean any entity controlled by, controlling or under common control with Buyer.

14. **Default by Seller**. If Seller shall default in the observance or performance of any of Seller's obligations under this Agreement and the Closing does not occur as a result thereof (a "Seller Default"), Buyer's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent shall return the Deposit to Buyer, with the interest earned thereon, if any (a "Deposit Return") and Seller shall promptly and on demand pay Buyer's Costs to Buyer, whereupon this Agreement shall terminate and neither Party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within ninety (90) days after such default, and if Buyer prevails thereunder, Seller shall reimburse Buyer for all legal fees, court costs, and all other actual costs of such action. The term "Buyer's Costs" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Buyer for: (x) title examination, survey and municipal searches, including the issuance of the Title Report and any continuation thereof, without issuance of a title insurance policy; (y) fees paid to Buyer's engineer for preparing any environmental and engineering reports with respect to the Premises; and (z) the actual and reasonable third party costs incurred by Buyer in connection with the negotiation of this Agreement and Buyer's due diligence and Inspections with respect to the Premises, including, without limitation, reasonable attorney's fees.

15. **Default by Buyer**. IF CLOSING DOES NOT OCCUR DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (I) DAMAGES TO WHICH SELLER WOULD BE ENTITLED

IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PREMISES AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT; (II) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PREMISES, WHICH CAN VARY BY SIGNIFICANT AMOUNTS; AND (III) IT IS IMPOSSIBLE TO PREDICT AS OF THE EFFECTIVE DATE WHETHER THE VALUE OF THE PREMISES WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSE OF ESCROW. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT. BUYER AND SELLER WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF ESCROW FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, BUYER'S DEPOSIT, TOGETHER WITH ANY INTEREST THEREON, SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER'S EXCLUSIVE REMEDY IF THE CLOSING FAILS TO OCCUR AS A RESULT OF BUYER'S DEFAULT.

BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION 15.

CL

Buyer's Initials

Seller's Initials

16. **Time of the Essence**. The date and time of Closing and all dates and times specified for performance by Seller and Buyer under this Agreement are hereby agreed to be of the essence of this Agreement.

17. **Survival of Terms**. Unless expressly provided for in this Agreement, no representations, warranties, terms or provisions contained in this Agreement shall survive the Closing and delivery of the Deed, or any termination of this Agreement.

18. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **Commercial Property**. Buyer represents to Seller that the Assets are being acquired for commercial or investment purposes and not for residential, personal, family or household purposes.

20. **Entire Agreement**. This Agreement (including the Exhibits attached hereto which are by this reference made a part hereof) contains the entire agreement between the parties and all

understandings and agreements heretofore had between the parties hereto are merged into this Agreement.

21. **Notices**. All notices to be given by either party to the other, unless otherwise directed, shall be in writing, shall be served upon either party in person, by delivery by recognized overnight courier or by depositing such notice in the United States mails, properly addressed and directed to the party to receive the same, certified mail, return-receipt-requested, as follows or by electronic transmission (facsimile or electronic mail) provided that the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described no later than the business day following the date of the electronic transmission, whereby delivery is deemed to have occurred on the day on which the electronic transmission is complete:

    TO BUYER:

    Pioneers Memorial Healthcare District
    Attn: Chief Executive Officer
    207 W Legion Road, Brawley, California 92227

    TO SELLER:

    HER PLAZA, LLC
    c/o Dr. Sol Reisin
    8 Moraine Drive, Henderson, Nevada 89052

22. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises are located without regard to such State's provisions for conflicts of law.

23. **Counterparts**. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **Modification**. This Agreement may not be modified orally, but only by a writing duly executed by each party hereto.

25. **Attorneys' Fees**. In the event of any dispute between the parties arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover from and be paid by the other party all costs and expenses incurred in connection with such dispute, including reasonable attorneys' fees and court costs and expenses.

26. **Confidentiality**. Each party shall maintain in confidence the dealings, negotiations and agreements of the parties with respect to the Premises and this Agreement, and neither party will make any public release of information regarding those matters, unless (a) both parties otherwise agree in writing, or (b) as either party may deem necessary or desirable in order to

comply with the federal securities laws after consultation with its legal counsel. Each party's obligations under this provision shall survive termination of this Agreement.

27. **Acceptance**. Any acceptance, signature, execution or validation of this Agreement or any written communication or written notice required hereunder, shall be manually signed and delivered by hard copy or by email. This Section cannot be waived except by manually signed, written consent of both parties.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SELLER:

HER PLAZA

By: _____

Name: Sol Reisin, M.D.

Title: Manager

BUYER:

Pioneers Memorial Healthcare District

By: _____

Name: Carly C. Loper

Title: Acting Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

APN# 064-470-064;

APN# 064-470-096; and

APN# 064-470-097

EXHIBIT B

PERSONALTY

There is no personal property included in the sale of the above listed properties.

EXHIBIT C

REPRESENTATIONS AND WARRANTIES OF SELLER

1. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer on and as of the date of this Agreement and on and as of the Closing Date the following (the "**Seller's Representations and Warranties**"):

   (a) All of the due diligence materials have been or will be so delivered without alteration or omission and their contents is or will be true, correct, and complete to the best of Seller's knowledge.

   (b) Seller is a LLC duly organized, validly existing and in good standing under the laws of the State of California and has the requisite power and authority to enter into and to perform the terms of this Agreement. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

   (c) Seller has full right, power and authority to enter into and perform all of the obligations required of Seller under this Agreement, including, without limitation, transferring the Premises to Buyer without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

   (d) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller.

   (e) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "**Code**").

   (f) Neither Seller, nor any of its officers, directors or controlling owners are: (i) acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by currently identified on the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any legal requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States or (ii) a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by

any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

(g) The Premises have not been assigned or conveyed to any party by Seller. Seller has the right to convey the Premises pursuant to the terms of this Agreement. No person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Premises.

(h) To the best of Seller's knowledge, there are no judgments presently outstanding and unsatisfied against Seller or the Premises. Neither Seller nor the Premises is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Premises.

(i) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(j) Seller owns legal and beneficial title to all of the improvements included in this sale, free and clear of all liens and encumbrances. True, correct and complete copies of all contractors' or subcontractors' guarantees and warranties relating to the Improvements and all agreements, amendments, guarantees, side letters and other documents relating thereto, have been delivered to Buyer by Seller and there are no other such documents or agreements, whether written or oral.

(k) To the best of Seller's knowledge, the Premises complies with all applicable Laws of all Authorities having jurisdiction over, against or affecting the Premises on the Closing Date. Seller has not received written notice of any, and to the best of Seller's knowledge, there are no violations of any Laws, similar rules and regulations relating and/or applicable to the ownership, use and operation of the Premises as it is now operated, and/or other licenses or permits, which remain uncured. All governmental or quasi-governmental occupancy and use permits, licenses, consents, approvals, permits, authorizations, certificates, and other requirements of the Authorities necessary or required for the continued use and operation of the Premises for the purposes for which the same are intended (collectively, "**Approvals**"), if any, have been unconditionally and finally issued and paid for and are in full force and effect in accordance with the respective terms thereof. All work or conditions required to be performed or fulfilled pursuant to the Approvals (on or off-site) have been fully performed in accordance with the requirements thereof and the Premises fully complies with the Approvals.

(l) There are no pending or, to the best of Seller's knowledge, contemplated zoning changes, "floor area ratio" changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Premises or any part thereof.

(m) There are no pending or, to the best of Seller's knowledge, contemplated, or threatened condemnation or eminent domain proceedings against Seller, the Premises or any part thereof.

(n) To the best of Seller's knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties or condition of Seller or the Premises, which has not been set forth in this Agreement or in the other documents, certificates or written statements furnished to Buyer in connection with the transactions contemplated hereby.

(o) The Premises and its current use, and the location of the improvements on the Premises are in compliance with all Laws.

(p) To the best of Seller's knowledge, all equipment located on the Premises is in good working order.

(q) To the best of Seller's knowledge, no representation or warranty made by Seller in this Agreement, in any Exhibit or Schedule annexed hereto, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

2. **Survival of Seller Representations and Warranties**. The Seller's Representations and Warranties set forth above are true, complete and correct, as of the date hereof, and shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if first made at that time. The representations and warranties of Seller set forth in this Exhibit C shall expressly survive the Closing and will not be affected by any investigation, verification or approval by any party or anyone on behalf of any Party to this Agreement. In no event shall Seller be liable to Buyer for any consequential, exemplary, punitive, or any other type of damages (other than direct damages) or for unrealized expectations or other similar claims in respect of any such claims, and in every case Buyer's recovery for any claims shall be net of any insurance proceeds and any indemnity, contribution, or other similar payment recovered or recoverable by Buyer from any insurance company or other third party. Buyer agrees to first seek recovery under any applicable insurance policies and/or service contracts prior to seeking recovery from Seller and Seller shall not be liable to Buyer to the extent Buyer's claim is satisfied or could be satisfied from all or any of such sources.

EXHIBIT D

FORM OF DEED

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HER PLAZA, a LLC ("Grantor"), hereby GRANTS to Pioneers Memorial Healthcare District, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("Grantee"), the real property located in the County of Imperial, State of California, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

Dated:

GRANTOR:

HER PLAZA,

a California LLC

By: _____

Name: Sol Reisin

Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On [December (month), 12th (day), 2024 (year) before me, _____ personally appeared Sol Reisin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JAZMIN PATINO VELAZQUEZ
COMM. #2405884
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
JUNE 22, 2026

EXHIBIT A

TO GRANT DEED

APN# 064-470-064;

APN# 064-470-096; and

APN# 064-470-097

EXHIBIT E

FORM OF BILL OF SALE

BILL OF SALE AND ASSIGNMENT OF SERVICE AGREEMENTS, WARRANTIES, PERMITS

By a Grant Deed (the "Deed") of even date with the date hereof ("Effective Date"), HER PLAZA, a California LLC, ("Seller"), conveyed to Pioneers Memorial Healthcare District, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* ("Buyer"), the real property described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements located thereon (the "Premises").

As consideration for (a) the conveyance of the Premises, (b) the conveyance of the personal property described herein, and (c) the assignments contained herein, Buyer has paid the sum of Three Million Nine Hundred Thousand Dollars and No Cents ($3,900,000.00) and other good and valuable consideration to Seller.

NOW, THEREFORE, for the consideration above specified, the receipt and sufficiency of which are expressly acknowledged:

1. Seller has GRANTED, CONVEYED, SOLD, TRANSFERRED, SET OVER and DELIVERED, and by these presents does hereby GRANT, CONVEY, SELL, TRANSFER, SET OVER, and DELIVER unto Buyer all tangible and intangible personal property owned by Seller and situated upon (in the case of tangible personal property) and used in connection with the ownership, operation, use, enjoyment or occupancy of the Premises, including, without limitation, all assignable licenses and permits, plans, and specifications (to the extent of Seller's interest, if any, therein), furniture, furnishings, inventory and equipment, if any, including all items of personal property described on Exhibit B hereto (collectively, the "Personalty").

2. Seller has ASSIGNED, TRANSFERRED, and SET OVER, and by these presents does ASSIGN, TRANSFER, and SET OVER unto Buyer all of Seller's right, title, and interest in and to all assignable contracts and agreements relating to the upkeep, repair, maintenance, or operation of any of the Realty and any of the Personalty, including those listed on Exhibit C hereto (collectively, the "Service Agreements"). Seller agrees to cancel any and all Service Agreements relating to the Assets except those listed in Exhibit C hereto and to indemnify and hold Buyer harmless against any claims and losses under such canceled Service Agreements, it being the intention of the parties that Buyer will not assume any Service Agreements except those listed in Exhibit C, if any, which Service Agreements Buyer does assume. Buyer acknowledges that certain other service contracts which have been terminated by Seller at Buyer's direction may not, due to their terms, be terminated as of the date hereof, and that the Premises and/or Personalty are subject thereto pending the expiration of the applicable termination notice period.

3. Seller has ASSIGNED, TRANSFERRED, and SET OVER, and by these presents does ASSIGN, TRANSFER, and SET OVER unto Buyer any and all of Seller's right, title, interest, powers, and privileges, if any, in, to and under all of the guaranties, warranties, and agreements from contractors, subcontractors, vendors, and suppliers regarding their performance, quality

of work, and quality of materials supplied in connection with the construction, manufacture, development, installation and operation of any and all fixtures, equipment, items of personal property, and improvements of the Premises (collectively, the "Warranties").

4. Seller has ASSIGNED, TRANSFERRED, and SET OVER, and by these presents does ASSIGN, TRANSFER, and SET OVER unto Buyer, to the extent it lawfully may do so, any and all of Seller's right, title, interest, powers, and privileges, if any, in and under any and all certificates, licenses, permits, authorizations, consents, and approvals relating to the Premises (collectively, the "Permits").

This Bill of Sale and Assignment of Service Agreements, Warranties, Permits, and Trade Name is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

TO HAVE AND TO HOLD the Personalty, the Warranties, the Service Agreements, the Permits and the Trade Name (collectively, the "Property") unto Buyer, its successors and assigns forever, and Seller does hereby bind itself, its successors and assigns, to forever WARRANT AND DEFEND the title to the Property unto Buyer, its successors and assigns, against any person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under Seller, but not otherwise, subject, however, to the Permitted Encumbrances set forth in the Deed.

The Personalty is conveyed in its "as is" condition without any warranty of merchantability or fitness for a particular purpose.

Buyer accepts the assignment of all of those Service Agreements set forth in Exhibit C and Buyer does hereby assume and undertake to abide by the same according to their respective terms and conditions insofar as they pertain to the Project (the "Assignment and Assumption"), as such obligations arise on or after the Effective Date and are not related to causes occurring prior to the Effective Date. Buyer hereby agrees to indemnify and hold Seller harmless from any and all expenses, charges, claims and liabilities, including costs and reasonable attorney's fees, associated with the Assignment and Assumption or related thereto arising as a result of any action or omission of Buyer occurring from and after the Effective Date and not related to any action or omission of Seller. Seller agrees to indemnify and hold Buyer harmless from any and all expenses, charges, claims and liabilities, including costs and reasonable attorney's fees, associated with the Assignment and Assumption or related thereto arising as a result of any action or omission of Seller occurring prior to the Effective Date and not related to any action or omission of Buyer.

This Bill of Sale and Assignment of Service Agreements, Warranties, Permits may be executed in one or more counterparts, and all so executed shall be binding upon both parties hereto, notwithstanding that both parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment of Service Agreements, Warranties, Permits to be duly executed as of the day and year first above written.

SELLER:

HER PLAZA

Sol Reisin, Manager

BUYER:

Pioneers Memorial Healthcare District

Carly C. Loper, Acting Chief Executive Officer

EXHIBIT A

DESCRIPTION OF PREMISES

APN# 064-470-064;

APN# 064-470-096; and

APN# 064-470-097

EXHIBIT B

PERSONALTY

EXHIBIT C

SERVICE AGREEMENTS

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT, dated as of March 4, 2025 (this "**First Amendment**"), is made by and between HER PLAZA, LLC, a California limited liability company ("**Seller**") and PIONEERS MEMORIAL HEALTHCARE DISTRICT, a Local Healthcare District ("**Buyer**")**.**

RECITALS

WHEREAS, Seller and Buyer entered into that Purchase And Sale Agreement dated October 22, 2024 (the "**Agreement**"), pursuant to which Seller has agreed to sell to Buyer certain property as more particularly described in the Agreement.

WHEREAS, Seller and Purchaser desire to amend the Agreement as set forth in this First Amendment.

NOW THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant, agree, represent and warrant as follows:

1. Effective Date of the Agreement. The parties acknowledge that October 22, 2024 was incorrectly referenced as the Effective Date of the Agreement. The Effective Date of the Agreement is March 4, 2025.

2. Section 2 Purchase Price and Manner of Payment. The definition of "Escrow Agent" shall be deleted and replaced with the following: "Chicago Title Company 1425 Main Street, El Centro, CA 92243; Attn: Heather Skains; Email: Heather.Skains@ctt.com; Tel: (760) 335-3130.

3. Section 4 Quality of Title to Premises. The definition of "Title Company" shall be deleted and replaced with the following: "Chicago Title Company 1425 Main Street, El Centro, CA 92243; Attn: Heather Skains; Email: Heather.Skains@ctt.com; Tel: (760) 335-3130.

4. Section 7 Inspection Period. The parties would like to extent the Inspection Period to be sixty (60) days from the Effective Date of this First Amendment.

5. Section 11 Deliveries. In addition to the deliveries set forth in Section 11, the Seller shall deliver an Assignment of Leases in order to assign the Leases to Buyer and a General Assignment in order to assign all contracts and other items related to the Property.

6. Exhibit A Legal Description. The Legal Description set forth in Exhibit A to the Agreement was incomplete and shall be deleted in its entirety and replaced with the legal descriptions set forth in Schedule 1 attached hereto.

7. Exhibit D Grant Deed. The Grant Deed set forth in Exhibit D to the Agreement shall be deleted in its entirety and replaced with the Grant Deed set forth in Schedule 2 attached hereto.

8. Ratification. Except as modified by this First Amendment, the Agreement is hereby ratified and confirmed as being in full force and effect by the parties hereto. Except as amended herein, the Agreement shall remain unmodified and shall remain in full force and effect.

9. No Impairment. This First Amendment shall become a part of the Agreement by reference, and nothing herein contained shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Agreement except as herein amended, nor affect or impair any rights, powers or remedies under the Agreement as hereby amended.

10. Notices. All notices, demands, consents, or requests which are either required or desired to be given or furnished hereunder shall be sent and shall be effective in the manner set forth in the Agreement.

11. Miscellaneous.

(a) The provisions of this First Amendment shall be binding upon Seller and Buyer, and their respective successors and assigns.

(b) Neither this First Amendment nor any provision hereof may be changed, waived or terminated orally, but only by an instrument in writing signed by Seller and Buyer.

(c) If any of the provisions of this First Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this First Amendment, or the application of such provision or provisions to persons or circumstances other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby and every provision of this First Amendment shall be valid and enforceable to the fullest extent permitted by law.

(d) This First Amendment may be executed in any number of counterparts and by different parties to this First Amendment on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute one and the same instrument. Any signature delivered by a party by facsimile, email or other electronic transmission shall be deemed to be an original signature to this First Amendment.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their duly authorized representatives, all as of the day and year first above written.

"SELLER" HER PLAZA, LLC,
a California limited liability company

By: S Reisin
Name: SOL Reisin
Title: Member

"BUYER" PIONEERS MEMORIAL HEALTHCARE DISTRICT,
a Local Healthcare District

By:
Name: Christopher R. BJORNBERG
Title: CEO

Schedule 1

Legal Description

Legal Description APN 043-450-64

THAT PORTION OF TRACT 209, TOWNSHIP 15 SOUTH, RANGES 13 AND 14 EAST, S.B.M. IN THE CITY OF EL CENTRO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF SHOWN AND INDICATED AS PARCEL 4, OF PARCEL MAP 43-450-20 ON FILE ON BOOK 7 PAGE 83 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPTING 47 ½% OF ALL MINTERAL AND MINERAL RIGHTS, BUT WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY JAMES IRIART, ET UX BY DEED RECORDED OCTOBER 30, 1958 IN BOOK 1007, PAGE 494 OF OFFICIAL RECORDS. ALL RIGHT OF SURFACE ENTRY WAS RELINQUISHED BY QUITCLAIM DEED RECORDED MAY 29, 1964, IN BOOK 1184, PAGE 565 OF OFFICIAL RECORDS.

Legal Description APN 043-450-64-01

THAT PORTION OF TRACT 209, TOWNSHIP 15 SOUTH, RANGES 13 AND 14 EAST, S.B.M. IN THE CITY OF EL CENTRO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF SHOWN ASN INDICATED AS PARCEL 4, OF PARCEL MAP 43-450-20 ON FILE IN BOOK 7 PAGE 83 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPTING 47 1/28 OF ALL MINERALS AND MINTERAL RIGHTS, BUT WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY JAMES IRIART, ET UX BY DEED RECORDED OCTOBER 30, 1958 IN BOOK 1007, PAGE 494 OF OFFICIAL RECORDS. ALL RIGHTS OF SURFACE ENTRY WAS RELINQUISHED BY QUITCLAIM DEED MAY 29, 1964, IN BOOK 1184, PAGE 565 OF OFFICAL RECORDS.

Legal Description APN 064-470-096-000 and 064-470-097-000

THAT PORTION OF TRACT 209, TOWNSHIP 15 SOUTH, RANGES 13 AND 14 EAST, S.B.M., IN THE CITY OF EL CENTRO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICEL PLAT THEREOF SHOWN AND INDICATED AS PARCEL'S 2 AND 3 OF PARCEL MAP 064-470-063-000, ON FILE IN BOOK 13, PAGE 18 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNT.

EXCEPTING 47.5% OF ALL MINERAL AND MINERAL RIGHTS, BUTH WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY JAMES IRIART, ET UX, BY DEED RECORDED OCTOBER 30, 1958 IN BOOK 1007, PAGE 494 OF OFFICAL RECORDS. ALL RIGHTS OF SURFACE ENTRY WERE RELINQUISHED BY A QUITCLAIM DEED RECORDED MAY 29, 1964 IN BOOK 1184, PAGE 565 OF OFFICAL RECORDS.

Schedule 2

Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attention:

APNs: 064-470-064; 064-470-096; 064-470-097
MAIL TAX STATEMENTS TO:
Same as above.

(Above Space For Recorder's Use Only)

DOCUMENTARY TRANSFER TAX $
…. Computed on the consideration or value of property conveyed; OR
…. Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax – Firm Name

GRANT DEED

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HER PLAZA, LLC, a California limited liability company ("**Grantor**"), hereby GRANTS to PIONEERS MEMORIAL HEALTHCARE DISTRICT ("**Grantee**"), that certain real property situated in the City of El Centro, County of Imperial, State of California (the "**Property**") which is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Property commonly known as: 1550 North Imperial Avenue, El Centro, CA 92243 (APN 064-470-064) and 0.61 acres in El Centro, CA 92243 (APN 064-470-096 and 064-470-097).

Subject to: with (a) all improvements owned by Grantor and located on the Property and all fixtures contained in any such improvements, (b) any and all liens, encumbrances, easements, covenants, conditions, restrictions, reservations, rights, easements, and other matters of record, and (c) building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property including, without limitation, any and all streets and roads (whether opened or proposed) abutting the Property, riparian rights, water or water rights and stock evidencing any such water rights, and/or oil, gas or other minerals laying under the Property, as more particularly described in Exhibit "B".

[SIGNATURE ON FOLLOWING PAGE]

Dated _____, 2025

GRANTOR:

HER PLAZA, LLC,
a California limited liability company,

By:_____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A" to Schedule 1

Legal Description

EXHIBIT "B" to Schedule 1

Permitted Encumbrances

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT, dated as of May 2, 2025 (this "**Second Amendment**"), is made by and between HER PLAZA, LLC, a California limited liability company ("**Seller**") and PIONEERS MEMORIAL HEALTHCARE DISTRICT, a Local Healthcare District ("**Buyer**")**.**

RECITALS

WHEREAS, Seller and Buyer entered into that Purchase And Sale Agreement dated October 22, 2024, as amended by that certain First Amendment to Purchase and Sale Agreement dated March 4, 2025 (collectively, the "**Agreement**"), pursuant to which Seller has agreed to sell to Buyer certain property as more particularly described in the Agreement.

WHEREAS, Seller and Purchaser desire to amend the Agreement as set forth in this Second Amendment.

NOW THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant, agree, represent and warrant as follows:

1. Inspection Period. The parties would like to extend the Inspection Period to expire on May 9, 2025.

2. Ratification. Except as modified by this Second Amendment, the Agreement is hereby ratified and confirmed as being in full force and effect by the parties hereto. Except as amended herein, the Agreement shall remain unmodified and shall remain in full force and effect.

3. No Impairment. This Second Amendment shall become a part of the Agreement by reference, and nothing herein contained shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Agreement except as herein amended, nor affect or impair any rights, powers or remedies under the Agreement as hereby amended.

4. Notices. All notices, demands, consents, or requests which are either required or desired to be given or furnished hereunder shall be sent and shall be effective in the manner set forth in the Agreement.

5. Miscellaneous.

(a) The provisions of this Second Amendment shall be binding upon Seller and Buyer, and their respective successors and assigns.

(b) Neither this Second Amendment nor any provision hereof may be changed, waived or terminated orally, but only by an instrument in writing signed by Seller and Buyer.

(c) If any of the provisions of this Second Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Second Amendment, or the application of such provision or provisions to persons or circumstances other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby and every provision of this Second Amendment shall be valid and enforceable to the fullest extent permitted by law.

(d) This Second Amendment may be executed in any number of counterparts and by different parties to this Second Amendment on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute one and the same instrument. Any signature delivered by a party by facsimile, email or other electronic transmission shall be deemed to be an original signature to this Second Amendment.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS**]**

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by their duly authorized representatives, all as of the day and year first above written.

"SELLER" HER PLAZA, LLC,
a California limited liability company

By: DocuSigned by: [signature] 1E9268FA4405402...
Name: Sol Reisin
Title: Member

"BUYER" PIONEERS MEMORIAL HEALTHCARE DISTRICT,
a Local Healthcare District

By: Signed by: Christopher R. Bjornberg C374DC47A54442F...
Name: Christopher R. Bjornberg
Title: CEO

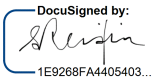
Certificate Of Completion

Envelope Id: 1CB88324-07C7-4D26-B348-AAA849BFD189
Status: Completed
Subject: Complete with Docusign: IVHD-El Centro-Second Amendment to PSA.pdf
Source Envelope:
Document Pages: 3
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Chance Brooks
One East Washington Street
Suite 2700
Phoenix, AZ 85004
cjbrooks@swlaw.com
IP Address: 10.104.81.137

Record Tracking

Status: Original
5/2/2025 1:41:21 PM
Holder: Chance Brooks
cjbrooks@swlaw.com
Location: DocuSign

Signer Events	Signature	Timestamp
Sol Reisin sreisin@yahoo.com DocuSign Ink Security Level: Email, Account Authentication (None)	DocuSigned by:  1E9268FA4405403... Signature Adoption: Drawn on Device Using IP Address: 70.173.118.210 Signed using mobile	Sent: 5/2/2025 1:45:12 PM Viewed: 5/2/2025 1:47:20 PM Signed: 5/2/2025 1:47:36 PM

Electronic Record and Signature Disclosure:
Accepted: 5/2/2025 1:47:20 PM
ID: 6965c419-9b32-4e30-bfd2-16817cd04ea9
Company Name: Snell & Wilmer

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/2/2025 1:45:12 PM
Certified Delivered	Security Checked	5/2/2025 1:47:20 PM
Signing Complete	Security Checked	5/2/2025 1:47:36 PM
Completed	Security Checked	5/2/2025 1:47:36 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Snell & Wilmer LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Snell & Wilmer LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Snell & Wilmer LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at solution_center@swlaw.com and in the body of such request you must state: your previous e-mail address, your new e-mail address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Snell & Wilmer LLP
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to solution_center@swlaw.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.
To withdraw your consent with Snell & Wilmer LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to solution_center@swlaw.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time

providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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