



**BOARD OF DIRECTORS**

*Katherine Burnworth, President | Laura Goodsell, Vice-President | James Garcia, Treasurer | Arturo Proctor, Secretary | Enola Berker, Director | Rodolfo Valdez, Director | Felipe Irigoyen, Director*

**AGENDA**

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
THURSDAY, November 13, 2025, 5:30 P.M.**

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

[Join Microsoft Teams](#)

Meeting ID: 240 998 011 068 8

Passcode: jQ9P23L3

**~ CLOSED SESSION ~ 5:30 p.m.**

- a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code 54957)  
Title: General Legal Counsel
- b. CONFERNECE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION (Government Code 54956.9(d)(2))
  - Samantha McCabe Government Claim
  - Alfonso Luis and Tricia Luis Government Claims

**~ OPEN SESSION ~ Time Certain 6:00 p.m**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Request for Remote Appearance by Board Member(s), if Applicable**
- 5. Consider Approval of Agenda**

In the case of an emergency, items may be added to the agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a

crippling disaster, or other activity that severely imperils public health, safety, or both. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

## **6. Public Comments**

At this time the Board will hear comments on any agenda item. If any person wishes to be heard, they shall stand; address the president, identify themselves, and state the subject for comment. Time limit for each speaker is 3 minutes individually per item to address the Board. Individuals who wish to speak on multiple items will be allowed four (4) minutes in total. A total of 15 minutes shall be allocated for each item for all members of the public. The board may find it necessary to limit the total time allowable for all public comments on items not appearing on the agenda at any 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 Merger Strategic Planning 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 October 23, 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: PowerVault Main  
Presented by: Christopher R. Bjornberg  
Contract Value: Capital Equipment \$73,203.41 (one-time)  
Contract Term: N/A  
Budgeted: No, the monies tied to the project were in the FY 2025 capital budget. Subbing capital dollars budgeted to line item “Wireless network upgrades” in FY 2026 with budgeted amount of \$240,000.  
Budgeted Classification: Capital
- c. Staff Recommends Action to Authorize: Authorize the renewal of Health Organization Billing Errors & Omissions and Regulatory coverage through



BETA Healthcare Group.

Presented by: Carly Loper, CFO

Contract Value: \$50,873.85 (premium for 2025 was \$48,399.59)

Contract Term: One Year Term (January 26, 2026 to January 26, 2027)

Budgeted: Yes

Budgeted Classification: Insurance

- d. Action Item: Policy and Procedure: Parking
- e. Action Item: Policy and Procedure: Firearms and Weapons
- f. Action Item: Policy and Procedure: Patient Request for E-Copy of Health Information Record (WI)
- g. Action Item: Policy and Procedure: Rediscovery of Protected Health Information
- h. Action Item: Policy and Procedure: Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE
- i. Action Item: Consideration and Approval of Fifth Amendment to Professional Services Agreement between Imperial Valley Healthcare District and Berkeley Research Group, LLP for Financial Strategist Services  
Contract Value: \$305,000  
Presented by: CEO Chris Bjornberg; ECRMC CEO Pablo Velez
- j. Action Item: Presentation of IVHD Facilities Master Plan Final Report; Consideration and Action to Approve IVHD Facilities Master Plan  
Presented by: CEO Chris Bjornberg, Project Management Advisors, Inc.
- k. Action Item: Presentation of IVHD Five-Year Strategic Plan; Consideration and Action to Accept and Approve IVHD Five-Year Strategic Plan  
Presented by: ECRMC CEO Pablo Velez and UCSD
- l. Staff Recommends Action to Authorize: Authorization to approve Amendment of Professional Service Agreement for Roukaya T. Hassanein.  
Presented by: Carly Zamora/Christopher R. Bjornberg  
Contract Value: approximately \$500,000 annually value varies depending on wRVU incentives and demands and on-call demands.  
Contract Term: 2-year Amendment  
Budgeted: Yes  
Budgeted Classification: PSA/On-call
- m. Staff Recommends Action to Authorize: GenXpert (Cepheid) Placement Agreement.  
Presented by: Carly Zamora/Annabel Limentang

Contract Value: \$285,600- annual commitment on reagents/kits; this is not a new expense and is budgeted. Annual spend last year significantly exceeded this commitment.

Contract Term: 3 years

Budgeted: Yes

Budgeted Classification: Supplies

## **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. Adjournment**

- a. The next regular meeting of the Board will be held on December 11, 2025, at 6:00 p.m.

---

### **POSTING STATEMENT**

A copy of the agenda was posted November 7, 2025, at 601 Heber Avenue, Calexico, California 92231 at 9:30 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  
OCTOBER 23, 2025  
REGULAR BOARD MEETING**

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 23<sup>rd</sup> OF OCTOBER AT 601 HEBER AVENUE CITY OF CALEXICO, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

**CLOSED SESSION – 5:30 p.m.**

- a. **CONFERNECE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(d)(1))**

<b><u>CASE NAME</u></b>	<b><u>IMPERIAL COUNTY SUP. CT. CASE NO.</u></b>
Garcia, O. v. PMHD	ECU 003564
Bradkowski, K. v. PMHD	ECU 003564
Fernandez, A v. PMHD	ECU 003635
Rye, A. v. PMHD	ECU 003894
Martinez, F. v. PMHD	ECU003593
Robledo Family v. PMHD	ECU004097
Joe Esquivel v. PMHD	25CV1165
Ledezma v. PMHD	ECU003496
Roman v. Valenzuela et al.	Tbd
Adriana Pachecho v. PMHD	Tbd

- b. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code 54957(b)(1))**  
**Title: Board Secretary**

**BOARD RECONVENED INTO OPEN SESSION AT 6:12PM**  
**No reportable action taken in closed session for item A.**

**The board will come back into closed session at the end of the meeting to discuss item B.**

**1. TO CALL ORDER:**

The regular meeting was called to order in open session at 6:12pm by Katie Burnworth.

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

President	Katie Burnworth
Vice-President	Laura Goodsell
Secretary	Arturo Proctor
Treasurer	James Garcia
Trustee	Enola Berker
Trustee	Rodolfo Valdez
Trustee	Felipe Irigoyen



**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 Irigoyen and second by Director Proctor to approve the agenda for October 23, 2025. Motion passed by the following vote wit:

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

**6. PUBLIC COMMENT TIME:**

None.

**7. BOARD COMMENTS:**

- a. Brief reports by Directors on meetings and events attended.

Director Berker reported that she attended the Women's Auxiliary board meeting and they are getting ready for their country kitchen for October 30<sup>th</sup>.

Director Irigoyen reported that he attended LAFCO annual meeting in San Diego to get a feel of that LAFCO is about and processes are.

Director Burnworth reported that she had a meeting with Senator Padilla, Pablo, Chris, Carly Loper, Carly Zamora and Carol to give an update on IVHD and the merger process and really build our relations and kind of let him know what our needs are.

Director Goodsell reported that most of them attended the Gala. It was a very nice evening. It was an excellent dinner and think the foundation out did themselves.

- b. Schedule of upcoming Board meetings and events.

None

- c. Report by Merger Strategic Planning Ad-Hoc Committee

Attorney Adriana reported that they had another great meeting on Friday with the Strategic Planning Ad Hoc and members. We have a draft presentation of the Strategic Plan. We are going to continue to meet and prepare for November 13 board meeting for the presentation of the Strategic Plan to the board and the community and for the



presentation of the facilities master plan to the board and the community.

d. Finance Committee Update

Director Garcia reported that that finance committee met last week on the 16<sup>th</sup>. Director Berker was approved as Vice Chair. The had a bylaws discussion and the finance committee directed the staff to prepare bylaws for our committee that will include the following items, Key Staff, key staff before our meetings, which include CFO and CEO and standing items before our agendas, including monthly financial reports, contracts over \$50 thousand dollars, auditor reviews and other items. A list of duties and responsibilities that closely followed the IVHD bylaws, but there are more specifically included the following bylaws. Review monthly financial reports by the staff and consultants. Review monthly disbursements made by staff, recommended policies and procedures on financial matters to the board, including long range capital planning, financing, recommended ratifications of monthly disbursements to the board, recommended an external auditor to the board, having discussions with auditor, reviewed annual audited authority financial statements, reviewed and monitored bonds and bond covenant compliance, oversee investments, and pension retirement issues, recommendations for approval of items valued at \$50,000 to \$200,000 to be placed on the board of directors' consent agenda, recommended board training related to fiscal oversight and public finance. They also adopted a regular meeting schedule, which they will review at least annually, from here on out, they will be meeting monthly on the fourth Monday of the month at 2 p.m. at PMH. We reviewed the monthly finances which are included in this agenda packet, and they also voted to recommend the board approve the two on-call contracts presented on this month's agenda.

**8. CONSENT CALENDAR:**

Motion was made by Director Berker and second by Director Valdez to approve the consent calendar minutes for October 9, 2025, and PMH Expenses/Financial Report September 2025. Motion passed by the following vote wit:

AYES: Burnworth, Goodsell, Proctor, Garcia, Berker, Valdez, Irigoyen

NOES: None

**9. ACTION ITEMS:**

a. Fiscal 2025 Audit Presentation

Aparna Venkateswaran from Bakertilly gave a presentation on the Fiscal 2025 Audit.

b. PMA Presentation re Seismic Compliance

David Williams and Matt Teichner from PMA gave a presentation on Seismic Compliance.

c. Action Item: Policy and Procedure: Check Request

Motion was made by Director Garcia and second by Proctor to approve Policy and Procedure: Check Request. Motion passed by the following vote wit:



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

- d. Staff Recommends Action to Authorize: Authorization to approve Emergency Medical Care On-Call for Cameron Dodd, M.D.  
Presented by: Christopher R. Bjornberg/Carly Zamora  
Contract Value: approximately \$126,000 value varies depending on Call Coverage and needs.  
Contract Term: 2 yrs.  
Budgeted: Yes  
Budgeted Classification: On-Call

Motion was made by Director Irigoyen and second by Director Garcia to approve Authorization to approve Emergency Medical Care On-Call for Cameron Dodd, M.D. Motion passed by the following vote wit:

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

- e. Staff Recommends Action to Authorize: Authorization to approve Emergency Medical Care On-Call for Evan Porter, M.D.  
Presented by: Christopher R. Bjornberg/Carly Zamora  
Contract Value: approximately \$126,000 value varies depending on Call Coverage and needs.  
Contract Term: 2 yrs.  
Budgeted: Yes  
Budgeted Classification: On-Call

Motion was made by Director Irigoyen and second by Director Garcia to approve Authorization to approve Emergency Medical Care On-Call for Evan Porter, M.D. Motion passed by the following vote wit:

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

- f. Staff Recommends Action to Authorize: Nutanix  
Presented by: Christopher R. Bjornberg  
Contract Value:
- |                   |                         |
|-------------------|-------------------------|
| Capital Equipment | \$114,882.12 (one-time) |
| Licensing         | \$144,699.84 (3-years)  |
| Maintenance       | \$8,369.43 (3-year)     |
| Implementation    | \$31,844.24 (one-time)  |
| Taxes             | \$10,052.20 (one-time)  |
| Total             | \$309,847.83            |
- Contract Term: 3-yrs.  
Budgeted: Yes  
Budgeted Classification: Capital, Licenses, Maintenance

Motion was made by Director Proctor and second by Director Berker to approve Nutanix. Motion passed by the following vote wit:



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

**10. MANAGEMENT REPORTS:**

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

Carly went over the financial report.

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

None

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

None

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

None

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

Chris reported that they met with Serner today. They had a lively meeting with them. The way that it looks right now, the path that we can go will they are saying is about an eight month walk to bring them together based on what they told us today. The other piece that's a pretty hefty swallow for us is that they told us that it's going to be anywhere from 25,000 to 30,000 hours that we're going to do that. They have a rate, and we don't have any numbers yet, but if you do a blended rate with what their rates are at this point in time, it's about \$180. an hour. So, on that low end of the \$25,000, looking at 4.5 million, Pablo and him had a pretty in-depth conversation with them prior, and said, that's not going to fly. Both hospitals have already paid for implementation once. We're not doing it again. They're going to work with us on some of this stuff and see what they come up with because we're pretty adamant about that this wasn't going to fly for us from that standpoint. He wanted to give the board an update on what that's looking like at this point in time.

He also reported that they had have the all staff meeting at Pioneers and they had the team from ECRMC join and he thinks that it went really well. They a good conversation about the transition, some of the things that are happening.

- f. Legal: Adriana Ochoa – General Counsel

None

**11. ITEMS FOR FUTURE AGENDA:**

Jeff Bills Governance Training - Special meeting on November 6 at ECRMC at 6pm



**BOARD ENTERED INTO CLOSED SESSION AT 8:20PM**

**BOARD RECONIENED INTO OPEN SESSION AT 9:02PM**

No reportable action taken in closed session for item B.

**12. ADJOURNMENT:**

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



DATE: October 22, 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. Recommendation for **Initial Appointment** to the **Provisional Staff effective November 1, 2025** for the following:
  - Duncan, Dameon MD                      Teleradiology
2. Recommend **Reappointment** effective **November 1, 2025** for the following:
  - Anugu, Gautam, MD                      Internal Medicine
  - Hassanein, Roukaya, MD              General Surgery, Robotic Assisted Surgery
  - Hernandez, Vanessa, DO              OB/GYN
  - Lee, Trang, PA                              Physician Assistant
  - Sternbaum, David, CRNA              Nurse Anesthetist
3. Recommend **Additional Privileges** as follows effective November 1, 2025:
  - Hahm, Susan MD                          Robotics Assisted Surgery
4. Recommend acceptance of the following policies/forms:
  - Blood Product Look Back Investigation (TRM-046)
  - CT Reducing Radiation Risk to Pediatric Patients (CLN-00725)
  - Emergency Issue of Uncrossmatched Blood and Plasma (TRM-027)
  - *Guidelines for Influx of Patients with Highly Communicable Diseases (EOC-00135)*
  - *Post Exposure Prophylaxis Treatment of Sexually Transmitted Diseases - SART (CLN-02030)*

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

5. Mr. Bjornberg stated that we are working on many areas with ECRMC. For Master Planning, we are working with the group to finalize plans and pricing and will present to the Board in November.
6. Mr. Velez reported that we are considering the development of a Residency Program for the District. This will take a lot of planning, we are working with a consulting group to create the outline.
7. Ms. Loper reported that we had a profit for FYTD of over \$1M. Our average daily census for September was 55 compared to 47 in August. Outpatient services also showed a profit but fell below the monthly budgeted amounts for that area. Supplemental payments are decreasing based on current legislation.
8. Discussions were held to synchronize future MEC meetings with IVHD board meetings in order to have smooth process for approval of MEC recommendations for privileges and policies
9. Respiratory Mask Fit Testing compliance is currently 40% for the Medical/Allied Health Staff. This is an OSHA requirement and needs to be done annually. Reminders have been sent to those who have not complied with the requirement. The reason for the drop in compliance percentage is the expiration date of tests done in July – October, last year.

10. Ms. Martinez, Quality Director at ECRMC currently will transition to the Quality Director for both campuses. HCAPS overall score was 69.26%, Communication with Doctors 83% and Communication with Nurses 83%
11. Clinical Service and Committee Reports:
- Medicine – Dr. Krutzik reports working on privilege forms for Pain Management.
  - Emergency Medicine – Dr. Kosofsky stated that they did not have a meeting. The volumes are rising for the department so they are working on staffing to be sure everything is covered.
  - Surgery/Anesthesia/Pathology – Dr. Whyte stated that Dr. Kuraitis and Dr. Hahm are both utilizing the Robot now and getting up to speed. Dr. Kay was introduced and will be here to replace Dr. Rodriguez until a permanent replacement is found.
  - OB/GYN – Meeting was held, minutes were available to members of the MEC present.
  - Pediatrics – Meeting was held. The on-call schedule in for Pediatrics/NICU was discussed. We are currently utilizing Locums as needed to fill gaps in the schedule.
  - Medical Imaging – Dr. Rapp stated that they did not have a meeting. The current nuclear medicine technician coverage ends in Dec. 2025 and the new one has been hired. The MRI tech. coverage is difficult with decreased coverage in weekends and nights.
  - Ambulatory Services – Ms. Zamora reported that they are starting to see an increase in volumes in the clinics. Both Pediatrics and OB will need locums coverage for the next several months to fill the gaps.
  - Credentials & Bylaws – Approved information above. In addition, the process continues to review the Medical Staff Bylaws with ad-hoc committee of members of the Medical Staff from both campuses.
  - MSQC –approved policies as listed above.
  - Utilization Management – Reported was that the PMH Average Length of Stay for September was 2.94. Case Mix Index is 1.61. Medicare One Day Stays count is 10 and the percentage is 11.6. Total Observations 23, converted 14 with a conversion rate of 44.35%. Hospital readmissions are 8.33 in September.

**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.	Guidelines for Influx of Patients with Highly Communicable Diseases	EOC-00135	<ul style="list-style-type: none"><li>1-37</li></ul>	<ul style="list-style-type: none"><li>Changed header to Imperial Valley HealthCare District.</li><li>Replaced PMHD to PMH.</li><li>Revised Attachment A footer.</li><li>Revised Attachment B-1 footer.</li><li>Revised Attachment B-2-footer and added Housesupervisor number.</li><li>Revised Attachment B-5 footer.</li><li>Revised Attachment C footer.</li><li>Revised no further revisions</li></ul>
2.	Post Exposure Prophylaxis Treatment of Sexually Transmitted Diseases – SART Standardized Procedure for Registered Nurses	CLN-02030	<ul style="list-style-type: none"><li>38-45</li></ul>	<ul style="list-style-type: none"><li>Section 5.1 was revised to reflect one time treatment versus 7 day treatment for STDs</li></ul>

# IMPERIAL VALLEY HEALTHCARE DISTRICT

## CONSENT AGENDA

### BOARD MEETING DATE:

November 2025

### SUBJECT:

PowerVault Main

### BACKGROUND:

Currently, PMH utilizes Philips (Carestream) as our Radiology PACs. We are in contract with Philips through 2028. We have a primary site with no back up site for failover. The redundancy project was kicked off and approved in November of 2024 for project resources on the Philips side, but due to issues with resourcing project on the vendor side, project didn't kick off September of 2025. This equipment supports upgrade of the Philips environment and establishes redundancy in the event of primary failure or scheduled downtime due to maintenance and patching of primary.

### KEY ISSUES:

Not applicable

### CONTRACT VALUE:

Capital Equipment

\$73,203.41 (one-time)

### CONTRACT TERM:

N/A

### BUDGETED:

No, the monies tied to the project were in the FY 2025 capital budget. Subbing capital dollars budgeted to line item "Wireless network upgrades" in FY 2026 with budgeted amount of \$240,000.

### BUDGET CLASSIFICATION:

Capital

### RESPONSIBLE ADMINISTRATOR:

Christopher Bjornberg

### REVIEWED BY LEGAL:

☐ Yes

☒ No, GPO

### RECOMMENDED ACTION:

Approve purchase



# PMHD PowerVault top Unit Proposal



Prepared For: PMHD

Submitted By: Tom Latzke

Customer #:

Attention:

Phone:

Project:

E-Mail:

Date: 9/29/2025

Quote #: 3000194728060.1

	Qty.	Part Numbers	Description	Extended Sell
Hardware	1	210-BBOO	Dell ME5024 Storage Array	\$2,644.02
	1	403-BCPD	12Gb SAS 8 Port Dual Controller	\$10,038.61
	1	770-BECR	Rack Rails 2U	\$62.80
	1	325-BDDO	ME Series 2U Bezel	\$53.29
	1	450-ALXL	Power Supply, 580W, Redundant, WW	\$272.79
	1	389-EERY	PowerVault ME 2U-24, CE Label Marking	\$0.00
	4	470-ABNN	12Gb HD-Mini to HD-Mini SAS Cable, 2M	\$421.28
	15	400-AEPR	Hard Drive Filler 2.5in, single blank	\$104.85
	9	345-BELV	3.84TB SSD up to 24Gbps SAS ISE RI 512e 2.5in Hot-Plug 1WPD, AG Drive	\$47,868.57
	1	450-AAME	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	\$12.70
	1	450-AAME	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	\$12.70
Hardware Total:				\$61,491.61
Support	1	871-8034	Dell Hardware Limited Warranty	\$1,205.34
	1	892-4165	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	\$3,488.35
	1	892-4166	ProSupport 4-Hour 7x24 Onsite Service 3 Years	\$2,595.90
	1	892-4390	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	\$4,359.41
	1	975-3461	Dell Limited Hardware Warranty Extended Year(s)	\$0.00
Support Total:				\$11,649.00
Services	1	340-DCGF	PowerVault ME5x24 Shipping	\$62.80
	1	900-9997	On-Site Installation Declined	\$0.00
Services Total:				\$62.80
Misc.	1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	0.00
Misc. Total:				\$0.00
				Extended Sell
Solution Total:				\$73,203.41

Pricing expires 30 calendar days from date on Proposal

Prepared By: Michael Nank (Solution Architect)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.

# IMPERIAL VALLEY HEALTHCARE DISTRICT

**BOARD MEETING DATE:** November 13, 2025

**SUBJECT:**

Authorize the renewal of Health Organization Billing Errors & Omissions and Regulatory coverage through BETA Healthcare Group.

**BACKGROUND:**

The Health Organization Billing Errors & Omissions and Regulatory coverage is brokered through BETA Healthcare Group but is insured by Lloyd's of London, which is rated A, size XV by AM Best Rating.

**KEY ISSUES:**

Limits of Liability:   \$2,000,000 Each Claim  
                                  \$2,000,000 Aggregate

Loss Retentions:     \$25,000 Each Claim

**CONTRACT VALUE:** \$50,873.85 (premium for 2025 was \$48,399.59)

**CONTRACT TERM:** One Year Term (January 26, 2026 to January 26, 2027)

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** Insurance

**RESPONSIBLE ADMINISTRATOR:** Carly Loper, CFO

**DATE SUBMITTED TO LEGAL:** 11-5-2025 **REVIEWED BY LEGAL:** ☒ Yes ☐ No

**FIRST OR SECOND SUBMITTAL:** ☒ 1<sup>st</sup> ☐ 2<sup>nd</sup>

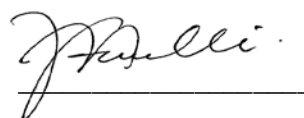
**RECOMMENDED ACTION:**

That the Board authorizes the renewal of Health Organization Billing Errors & Omissions and Regulatory coverage through BETA Healthcare Group, as outlined.

**BETA Healthcare Group**  
**Renewal Quotation**

Date Issued:	November 3, 2025	
Named Insured:	Imperial Valley Healthcare District dba Pioneers Memorial Hospital	
Address of Insured:	207 West Legion Road, Brawley, CA 92227-7780	
Type of Insurance:	Health Organization Billing Errors & Omissions and Regulatory Coverage	
Form:	Claims-Made/Form 228900_3 2005-03/31	
Policy Period:	January 26, 2026 to January 26, 2027	
Insurer:	Lloyd's of London	
Limits of Liability:	\$2,000,000 Each Claim \$2,000,000 Aggregate <i>Defense expenses are within the Limits of Liability</i>	
Co-Insurance	None	
Loss Retentions	\$25,000 Each Claim <i>Defense Expenses are within the Retention</i>	
Retroactive Date:	January 26, 1994	
Continuity Date:	January 26, 2000	
Terms & Conditions:	1) The Policy form and Endorsements are the same as expiring 2) There is an optional Extended Reporting Period available, except in the event of nonpayment of premium, for a period of 1 year for 150% of the full annual policy premium.	
Subjectivities:	1) Signed and Dated CA D1	
<b>\$2M/\$2M, \$25K Retention Premium:</b>	\$49,159.00	Premium
	\$150.00	Processing Fee
	\$1,564.85	State Tax/ Stamping Fee (3.18%)
<b>Total Amount Due:</b>	<b>\$50,873.85</b>	

This Quotation is valid until January 26, 2026



Vicky Fanelli  
BETA Healthcare Group

## Imperial Valley HealthCare District

Title: <b>Parking</b>		Policy No. EOC-00307
		Page 1 of 1
Current Author: Jorge Mendoza		Effective: 1/1/1985
Latest Review/Revision Date: 09/2025		Manual: EOC / Facility Services

Collaborating Departments: Safety/Security		Keywords: Parking		
Approval Route: List all required approval				
MARCC x	PSQC	Other:		
Clinical Service _____	MSQC	MEC	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 Pioneers Memorial Hospital provides free parking facilities to its employees within available space limitations.

### 2.0 Scope: PMH Facility

### 3.0 Policy:

- 3.1 Employees shall only park in the areas designated for employees, leaving other areas available for patients, visitors, and physicians as designated.

### 4.0 Definitions: Not applicable

### 5.0 Procedure:

- 5.1 Employees that park in areas normally designated for emergency vehicles, patients, physicians, visitors, the disabled or other reserved parking will be subject to disciplinary action up to and including termination. Repeat offenders' vehicles may be removed by a tow truck.
- 5.2 An improperly parked vehicle will be towed at the owner's expense.
- 5.3 § 22651 CVC is the California law authorizing automobiles to be towed and impounded if the driver parks illegally on private property, in a handicapped space, at a bus zone, or anywhere that impedes traffic.
- 5.4 Employees are expected to show consideration and respect to their fellow employees by parking properly in marked spaces, well within the white lines, and providing equal space on both sides of their vehicles.
- 5.5 Blocking another vehicle is not only disrespectful, but illegal and strictly prohibited.

### 6.0 References: Not applicable

### 7.0 Attachment List:

- 7.1 Attachment A: Employee Parking Area Map

### 8.0 Summary of Revisions:

- 8.1 Changed Header to Imperial Valley HealthCare District.
- 8.2 Added Section 5.2 "An improperly parked vehicle will be towed at the owner's expense."
- 8.3 Revised, no further revisions.



[illegible]

**main**  
**PIONEERS MEMORIAL HOSPITAL**

WOMEN'S  
CENTER

**CENTRAL PLANT:**

NEW PARKING  
AREA  
OPEN

RETENTION BASIN

## Imperial Valley Healthcare District

Title: <b>Firearms and Weapons</b>		Policy No. EOC-00056
		Page 1 of 3
Current Author: Jorge Mendoza		Effective: 12/30/2016
Latest Review/Revision Date: 06/2025 R1		Manual: EOC / Safety Management

Collaborating Departments: Admin, Compliance, Legal, HR, Safety, Ambulatory Services		Keywords: Firearms, weapons, guns		
Approval Route: List all required approval				
MARCC 3/7/2023	PSQC	Other: <u>Safety Committee</u> : 4/2023		
Clinical Service _____		MSQC 5/2023	MEC 5/2023	BOD 5/2023

**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 Pioneers Memorial hospital is committed to maintaining a safe and secure environment for its patients and employees. This policy is a proactive step towards reducing the risk of injury or death associated with intentional or accidental use of weapons.

### 2.0 Scope: District wide

Pioneers memorial

### 3.0 Policy:

- 3.1 All members of the PMH community, as well as visitors, (except Sworn Peace Officers as described in Section 5.1, below) are prohibited from possessing weapons, of any kind, in, or on, any PMH premises regardless of whether a federal or state license to possess the same has been issued to the possessor.

### 4.0 Definitions:

- 4.1 PMH – Pioneers Memorial Hospital
- 4.2 Firearms – Any device that shoots a bullet, pellet, flare, tranquilizer, spear dart, or other projectile.
- 4.3 Weapons – any device or simulated device, including firearms and simulated firearms that is designed to, or traditionally used, to inflict harm (i.e. knives, metal pipes, bats, etc.).

### 5.0 Procedure:

- 5.1 All patients, employees, visitors, board members, medical staff members, clinical practitioners, independent contractors, volunteers, vendors, and any other persons entering into or located on, any the PMH premises, which includes, without limitation, Pioneers Memorial Hospital, outpatient clinics or any other premises on which PMH is conducting any form of business activities are strictly prohibited from possessing Fire Arms or Weapons.
- 5.2 This policy shall not prohibit the following persons from carrying a firearm/other deadly weapon on PMH premises:
  - 5.2.1 Sworn Peace Officers to the extent they are legally permitted to possess weapons in the jurisdiction in which the PMH premises are located and "On Duty", as well as, "off Duty", and "Retired" Sworn Peace Officers with the exception that the weapon is concealed.
  - 5.2.2 Forensic Agencies performing legal functions and "On Duty"



## Imperial Valley Healthcare District

Title: <b>Firearms and Weapons</b>		Policy No. EOC-00056
		Page 2 of 3
Current Author: Jorge Mendoza		Effective: 12/30/2016
Latest Review/Revision Date: 06/2025 R1		Manual: EOC / Safety Management

- 5.2.3 Security/designated alternative guards employed by or contracted with local, state or federal agencies have permission to carry a firearm while on duty.
- 5.3 Should an employee find a firearm or observe one in the possession of an individual in the hospital, the employee should call security to escort the individual out of the facility.
- 5.4 Signs will be posted at all entrances of Pioneers Memorial Hospital, including entrances for employees and clinical practitioners, announcing PMH policy prohibiting weapons on PMH property.
- 5.4.1 English and Spanish signage shall state:
- 5.4.1.1 *"Pioneers Memorial Hospital prohibits any person from carrying a firearm or other deadly weapon onto these premises."*
- 5.5 **Patients** – Any permit holding patient carrying a firearm/other deadly weapon is required by law to inform the Emergency Department/Admitting personnel that they are carrying a concealed weapon. If the permit-holder is transported for treatment, Emergency Department personnel are authorized to turn custody of the weapon over to any law enforcement officer with the authority to arrest.
- 5.5.1 If a patient is discovered to be in possession of a firearm or other deadly weapon, the person discovering the firearm or deadly weapon should immediately contact Security and security will take charge of calling local law enforcement immediately.
- 5.5.2 Security will not retrieve any firearm or deadly weapons. Security will only notify law enforcement (BPD) about individuals with firearm or deadly weapons on premises.
- 5.6 **Visitors/Vendors** – No visitor or vendor will be allowed to possess a firearm or other deadly weapon on campus. All individuals are to notify Security if a visitor or vendor is believed to have a firearm or other deadly weapon. Security staff will respond and inform the visitor or vendor of Pioneers Memorial Hospital policy and ask the visitor or vendor to remove the firearm/weapon from the Pioneers Memorial Hospital premises immediately or return it to his or her vehicle. If the visitor/vendor refuses, Brawley Police Department will be notified.
- 5.7 **Employees/Volunteers/Medical Staff Personnel/Student** – No volunteer, employee, student, medical staff member, clinical practitioner, independent contractor or lessee shall be allowed to possess a firearm or other deadly weapon while on Pioneers Memorial Hospital Property. Individuals are to notify Security immediately if any employee, medical staff member, clinical practitioner, independent contractor, or lessee is believed to be carrying a firearm or other deadly weapon. Security staff will respond and inform the individual of the Pioneers Memorial Hospital policy and ask the individual to remove the firearm/weapon from hospital premises immediately or return it to his or her vehicle. If person refuses, Brawley Police Department will be notified.
- 5.8 **Safety** – Employees should be aware that the enforcement of this policy deals with confronting individuals carrying loaded firearms or other deadly weapons. Under no circumstances should any employee take any unnecessary risk or compromise his/her safety in enforcing this policy. Local law enforcement should be contacted immediately, if deemed necessary.
- 5.9 **Off-Site Areas** – Upon discovery of any unauthorized firearm or other deadly weapon,

## Imperial Valley Healthcare District

Title: <b>Firearms and Weapons</b>		Policy No. EOC-00056
		Page 3 of 3
Current Author: Jorge Mendoza		Effective: 12/30/2016
Latest Review/Revision Date: 06/2025 R1		Manual: EOC / Safety Management

employees at off-campus facilities should contact the security officer or an appropriate member of management at the off-site facility. If the individual refuses to comply, management will contact local law enforcement immediately by call 911.

### 6.0 References:

- 6.1 California Family Code, Code of Civil Procedure, Penal Code, Welfare & Institutions Code, Federal Statute
- 6.2 California Health and Safety Code Section 1257.7

### 7.0 Attachment List: Not applicable

### 8.0 Summary of Revisions:

- 8.1 Revised header.
- 8.2 Changed Pioneers Memorial HealthCare District to IVHD.
- 8.3 Changed definition section 4.1 from PMHD to PMH
- 8.4 Changed PMHD to PMH in all sections.
- 8.5 Revised with no further changes.

## Imperial Valley Healthcare District

Title: <b>Patient Request for E-Copy of Health Information Record (WI)</b>		Policy No. DPS-00326
Current Author: Lorena Santana		Page 1 of 2
Latest Review/Revision Date: 10/2025		Effective: 10/23/2012
Manual: Dept Specific / Medical Records		

Collaborating Departments:		Keywords: electronic, record, copy		
Approval Route: List all required approval				
MARCC x	PSQC	Other:		
Clinical Service _____	MSQC	MEC	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 To ensure compliance with the HIPAA Privacy Rule and other applicable regulations by allowing patients or their authorized representatives to receive copies of their medical records in electronic format upon request

### 2.0 Scope: Health Information Management/PMH

### 3.0 Policy:

- 3.1 Patients have the right to request and receive an electronic copy of their medical records. The organization will process such requests promptly, ensuring compliance with federal and state laws, including HIPAA.

### 4.0 Definitions: N/A

### 5.0 Procedure:

- 5.1 Request Submission:
  - 5.1.1 Patients must submit a written request for an electronic copy of their medical records
  - 5.1.2 Requests can be submitted via:
    - 5.1.2.1 Email to: [medicalrecords@iv-hd.org](mailto:medicalrecords@iv-hd.org)
    - 5.1.2.2 Fax: (760) 351-3390 or (760) 351-3463
    - 5.1.2.3 In-person: 207 West Legion Rd., Brawley, CA 92227
  - 5.1.3 A completed Authorization for Release PHI must accompany the request
- 5.2 Verification of Identity:
  - 5.2.1 The patient's activity must be verified before processing the request. Acceptable forms of identification include:
    - 5.2.1.1 Government-issued photo ID.
    - 5.2.1.2 Other forms of identification as deemed appropriate by the organization.
- 5.3 Processing Timeline:
  - 5.3.1 Requests will be processed within 15 days of receipt.
  - 5.3.2 If additional time is required due to unforeseen circumstances, the facility may extend the deadline by an additional 30 days, with written notice provided to the requestor.
- 5.4 Format of Records:

## Imperial Valley Healthcare District

Title: <b>Patient Request for E-Copy of Health Information Record (WI)</b>		Policy No. DPS-00326
Current Author: Lorena Santana		Page 2 of 2
Latest Review/Revision Date: 10/2025		Effective: 10/23/2012
Manual: Dept Specific / Medical Records		

5.4.1 Records will be provided in a commonly used electronic format (e.g. PDF).

5.4.1.1 If the requested format is not feasible, the organization will provide an alternative format agreed upon with the patient.

**5.5 Fees:**

5.5.1 A reasonable, cost-based fee may be charged for:

5.5.1 Labor for copying the records.

5.5.2 Supplies for creating the electronic copy (e.g. USB drive).

5.5.3 Postage, if applicable.

5.5.2 Patients will be informed of any fees in advance.

**5.6 Delivery of Records:**

5.6.1 Records will be delivered via email or other available means.

5.6.2 If requested, records may also be provided on physical media (e.g. USB drive).

5.6.3 Patient will be contacted when media is ready for them to pick up.

5.6.4 Media will be held for no more than 10 business days following notification.

**5.7 Denials of Access:**

5.7.1 Requests may be denied under specific circumstances (information that could endanger the patient or others).

5.7.2 Patients will be informed of the denial with information on how to appeal the decision or file a complaint.

**5.8 Documentation:**

5.8.1 All requests and actions taken will be documented in the patient's record for compliance and auditing purposes.

**6.0 References:**

6.1 HIPAA Privacy Rule: Individuals' Right to Access Information

**7.0 Attachment List: N/A**

**8.0 Summary of Revisions:**

8.1 Updated Header from Pioneers Memorial Hospital to Imperial Valley Healthcare District.

8.2 Revision Date was updated

8.3 Policy was rewritten to provide more detailed process instructions.

8.4 Added references

## Imperial Valley Healthcare District

Title: <b>Redisclosure of Protected Health Information</b>		Policy No. DPS-00320
		Page 1 of 3
Current Author: Lorena Santana		Effective: 04/2003
Latest Review/Revision Date: August 2025		Manual: Department Specific/Med Rec

Collaborating Departments:		Keywords:		
Approval Route: List all required approval				
MARCC x	PSQC	Other:		
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 The policy will govern the redisclosure of information obtained by Pioneers Memorial Hospital (PMH) from other healthcare providers, PMH not being the originator of the information.

### 2.0 Scope: District wide

### 3.0 Policy:

- 3.1 A patient's medical record will often contain reports, transcribed notes and other documents that were created by another provider and sent to the current attending or referring provider. Even though the treating provider might not have created all the information in the patient's medical record, these requests are acceptable because HIPAA requires that all valid authorizations contain a statement that says, "information used or disclosed pursuant to the authorization may be subject to redisclosure by the recipient and no longer be protected by this rule". This rule pertains to electronic as well as paper-based records.
- 3.2 Providers should remember that all information contained in the record should be treated the same - with a few exceptions. Information created by another provider relating to mental health/ drug and alcohol abuse is not subject to redisclosure because of The Confidentiality of Alcohol and Drug Abuse Patient Records rules. Some states also have laws that address redisclosure of information that may be more stringent than HIPAA. If this is the case, then state law or regulation will prevail. Information that may be determined detrimental to the safety, health or well-being of the patient may be submitted to the patient in summary form.
- 3.3 Otherwise, valid authorizations relating to the incorporated information should follow the same procedures as an authorization for information created by the current provider. This means that the Minimum Necessary standards still apply. Likewise, providers should remember that exceptions to requests for the record still apply if the individual makes a request to view his or her record. Lastly, patients who view their record and request an amendment to any incorporated information should be directed to the facility where the information originated. PMH cannot amend, change or request change for records that were not originally created by them.
- 3.4 PMH is **not required** to allow patients or their legal guardian's access to designated record sets if an LIP determines that access to such information would not be in the best interest of the patient or another individual. The originator of the information may be

## Imperial Valley Healthcare District

Title: <b>Redisclosure of Protected Health Information</b>		Policy No. DPS-00320
		Page 2 of 3
Current Author: Lorena Santana		Effective: 04/2003
Latest Review/Revision Date: August 2025		Manual: Department Specific/Med Rec

given the opportunity to give a summary form to the patient in lieu of the original document.

### 4.0 Definitions: PMH - Pioneers Memorial Hospital

### 5.0 Procedure:

- 5.1 Disclosures of an Individual's Information on a Routine or Recurring Basis
  - 5.1.1 For Routine and Recurring Disclosures, PMH will:
    - 5.1.1.1 Determine who is requesting the information and the purpose for the request. If the request is **not** compatible with the purpose for which it was collected, refer to and apply the "Non-Routine Use" policies.
    - 5.1.1.2 Confirm that the applicable PMH policies permit the requested use and/or disclosure.
    - 5.1.1.3 Identify the type and amount of information that is necessary to respond to the request; and
    - 5.1.1.4 If the disclosure is one that must be included in the PMH accounting of disclosures, include required documentation in an accounting log.
- 5.2 Disclosures of an Individual's Information on a Non-Routine Basis
  - 5.2.1 For Non-Routine Disclosures, PMH will:
    - 5.2.1.1 Determine who is requesting the information and the purpose for the request. If the request is compatible with the purpose for which it was collected, apply the "Routine and Recurring Use" policies from the above previous section.
    - 5.2.1.2 Determine which information of the individual is within the scope of the request, and what PMH policies apply to the requested use.
  - 5.2.2 If the information requested can be disclosed under the applicable policies, limit the amount of information to the minimum amount necessary to respond to the request;
- 5.3 Designated Record Sets
  - 5.3.1 The medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or used, in whole or in part, by or for the health plan or health care provider to make decisions about individuals.
  - 5.3.2 For purposes of this definition, the term *record* means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by PMH to make healthcare decisions regarding that patient.
- 5.4 Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:
  - 5.4.1 Is created or received by PMH and



## Imperial Valley Healthcare District

Title: <b>Redisclosure of Protected Health Information</b>		Policy No. DPS-00320
		Page 3 of 3
Current Author: Lorena Santana		Effective: 04/2003
Latest Review/Revision Date: August 2025		Manual: Department Specific/Med Rec

- 5.4.2 Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
- 5.4.3 That identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

### 6.0 References:

- 6.1 45 C.F.R. §§ 164.502(b), 164.514(d).
- 6.2 45 C.F.R. § 164.514(d)(3).
- 6.3 45 C.F.R. § 164.504(e)(2)(i).

### 7.0 Attachment List: Not applicable

### 8.0 Summary of revisions:

- 8.1 Revision of minor spelling and grammatical errors
- 8.2 Added references
- 8.3 Updated header to reflect IVHD
- 8.4 Replaced PMHD with PMH
- 8.5 Revised reference list – removed link to HHS page that no longer exists

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 1 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

Collaborating Departments: ED, Facilities, EVS		Keywords: Hazmat, Hazardous Materials, Decontamination, Contaminated		
Approval Route: List all required approval				
MARCC 9/9/2023	PSQC	Other: <u>Safety Committee</u> 10/2023		
Clinical Service _____		MSQC 11/2023	MEC 11/2023	BOD 12/2023

**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 PMH (Pioneers Memorial Hospital) may be confronted with patients that have been contaminated by residual biological spores, chemical and/or radioactive effects from natural or man-made incidents. This policy will establish guidelines for facilitating safe and efficient decontamination of patients.
- 1.2 The primary concern for a hazardous materials response is for the safety and security of patients, staff and the facility.

### 2.0 Scope: Hospital wide

### 3.0 Policy:

- 3.1 The PMH Emergency Operations Plan (EOC-00213) will be activated for all hazmat/decontamination events.
- 3.2 At a minimum, an Incident Commander and Safety Officer will be assigned for all hazmat/decontamination events.
- 3.3 The PMH decontamination team will consist of trained personnel, may be clinical or non-clinical, from various departments at PMH.
- 3.4 All PMH Employees who will serve as part of the PMH decontamination team will receive training that meets the requirements set forth in 29 CFR 1910.120(q)(6)(ii) “Hazardous Materials First Responder Operations (FRO)” requirements.
- 3.5 Employees will receive annual refresher training that meets the requirements set forth in the above regulation.
- 3.6 The PMH EMS/Emergency Preparedness Manager will be responsible for procuring and maintaining decontamination equipment and personal protective equipment.
- 3.7 Upon notification of a hazmat incident, the assigned Incident Commander will complete the hazardous materials incident checklist.

### 4.0 Definitions:

- 4.1 Decontamination – Procedures taken to rid of contamination
- 4.2 Decontamination Team – A team of individuals properly trained to decontaminate victims of hazardous materials incidents.
- 4.3 Hospital Incident Command System (HICS) – A system designed to establish command and control for hospitals in response to an emergency/disaster situation.
- 4.4 FEMA – Federal Emergency Management Agency

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 2 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

- 4.5 Hazardous Material (HazMat) – A material considered to be a danger to life or the environment if released without precautions (i.e., chemical agent, biological agent, radioactive material, etc.)

### 5.0 Procedure:

- 5.1 Initial notification of possible patients from a hazmat incident in the community can come from various sources including, but not limited to:
- 5.1.1 Fire Department/EMS
  - 5.1.2 Law Enforcement
  - 5.1.3 Media Sources
  - 5.1.4 Patients
- 5.2 Upon receiving initial notification of an incident potentially requiring patient decontamination, the following information should be obtained as rapidly as possible:
- 5.2.1 Type and nature of the incident (motor vehicle accident, explosion, etc.)
  - 5.2.2 Contact information of the notifying agency (name, phone number, etc.)
  - 5.2.3 Approximate number and ages of victims
  - 5.2.4 Victim signs and symptoms
  - 5.2.5 Nature/degree of victim injuries
  - 5.2.6 Type of chemical or other agent involved
  - 5.2.7 Extent of victim decontamination occurring in the field
  - 5.2.8 Approximate time of EMS arrival
  - 5.2.9 Expected number of self-presenting patients
  - 5.2.10 PPE should be immediately gathered from the Hazmat Trailer and brought to the Emergency Department break room or other empty ED room to establish a PPE donning area.
- 5.3 In order to effectively protect PMH in response to a hazmat event, the following internal notifications must be made immediately:
- 5.3.1 Emergency Department Charge Nurse
  - 5.3.2 House Supervisor
  - 5.3.3 Security
  - 5.3.4 Safety Officer
  - 5.3.5 Administration
  - 5.3.6 EMS/Emergency Preparedness Manager
  - 5.3.7 Brawley Police/Fire Dispatch Center via 9-1-1 or the 800MHz radio system
    - 5.3.7.1 Coordinate with Brawley Fire Department if decontamination assistance is necessary. Brawley Fire Department may be available to assist or may contact the Imperial County Hazardous Emergency Assistance Team (HEAT Team) for a larger operation.
- 5.4 The Hospital Operator will be contacted to page a “Code Orange” overhead.
- 5.5 The PMH Emergency Operations Plan will be activated for all incidents that require patient decontamination.
- 5.5.1 A full complement of HICS staff is not necessary; however an Incident Commander and Safety Officer must be assigned.

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 3 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

- 5.6 In the event an unannounced patient(s) presents to PMH from a suspected hazmat incident, the employee who first encounters the patient shall immediately direct the patient(s) to the decontamination showers outside the Emergency Department and notify the Emergency Department Charge Nurse, who will ensure the notifications listed in 5.3 are made.
- 5.6.1 The first member of the PMH Decontamination team to arrive, will don the highest level of PPE available (Level C), described in this policy, unlock the decontamination showers and begin to interview the patient.
- 5.6.2 Attempt to identify and characterize the product with which the patient was contaminated:
- 5.6.2.1 What is the name or chemical ID number for the product?
- 5.6.2.2 What is the chemical used for?
- 5.6.2.3 What is the chemical's classification (oxidized, flammable, corrosive, etc.)?
- 5.6.2.4 Is the chemical water soluble?
- 5.6.2.5 Number of possible patients who may present from the incident
- 5.6.2.6 If the chemical is unknown or cannot be identified, what were the circumstances surrounding the use of the agent (i.e. spraying plants, cleaning, machinery, etc.)?
- 5.7 The following resources may be used to determine the contaminant; level of PPE required and suggested treatment plans:
- 5.7.1 Current Emergency Response Guidebook (must know name or chemical ID number) – located in ED reference book section as well as triage desks
- 5.7.2 MSDS sheets (must know name of chemical)
- 5.7.3 WISER app/WebWiser ([wiser.nlm.nih.gov](http://wiser.nlm.nih.gov))
- 5.7.4 Regional Poison Control Center (800) 222-1222
- 5.8 Immediately upon notification of a hazmat incident, PMH will initiate a controlled access plan and all foot traffic into the facility will be directed through the Emergency Department. Decontamination team members in appropriate PPE will prevent contaminated individuals from entering the facility until they have been properly decontaminated.
- 5.9 PPE selection for decontamination team members is critical at the onset of a hazmat event. The guidelines below describe the PPE available, process for selection of PPE, donning and doffing procedures:
- 5.9.1 Level C PPE is available for decontamination team members and includes:
- 5.9.1.1 Powered-Air Purifying Respirator (PAPR) with organic vapor cartridge and Butyl Rubber Hood
- 5.9.1.1.1 PAPRs and butyl rubber hoods are located in the PAPR/Backboard closet in the ED, near the ambulance entrance
- 5.9.1.2 Chemically protective suit
- 5.9.1.3 Two layers of gloves including (from inner layer to outer layer):
- 5.9.1.3.1 Nitrile Gloves

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 4 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
Manual: EOC / Hazardous & Waste Mgmt		

### 5.9.1.3.2 Chemically Protective Gloves

5.9.1.4 Chemically protective rubber boots or shoe covers

5.9.1.5 Suit openings sealed with chemically protective tape.

5.9.1.6 Level C PPE is stored in the PMH Hazmat Trailer, located outside the Emergency Department Ambulance Entrance

5.9.1.6.1 The key to the Hazmat Trailer should be obtained from one of the following:

5.9.1.6.1.1 House Supervisor

5.9.1.6.1.2 Emergency Department Manager

5.9.1.6.1.3 Emergency Preparedness Manager

5.9.1.6.1.4 Emergency Department Key Locker

5.10 Upon notification of a possible decontamination event, PPE should be obtained from the Hazmat Trailer and brought to the Emergency Department break room or other empty ED room to establish a PPE donning area

5.10.1 An assistant is required to don PPE, the donning sequence is as follows:

5.10.1.1 Assemble and test the PAPR using the manufacturer's recommendations

5.10.1.2 Remove watches, jewelry, name badges and personal clothing and put on scrubs

5.10.1.3 Inspect all PPE for damage prior to donning, if any damage is present discard and obtain a replacement

5.10.1.4 Put on the inner nitrile gloves

5.10.1.5 Put on the chemical protective suit to waist.

5.10.1.6 Put on boots/shoe covers

5.10.1.7 Put on the chemically protective outer gloves

5.10.1.8 Put on PAPR hood and position the inner shroud

5.10.1.9 Pull chemical protective suit up and over the inner shroud

5.10.1.10 Pull suit sleeves over gloves, zip-up and ensure the Velcro closure covers the zipper

5.10.1.11 Pull outer PAPR hood shroud over the suit

5.10.1.12 Secure PAPR belt to waist

5.10.1.13 Pull suit cuff over top of boot/shoe cover

5.10.1.14 Use chemically protective tape to seal all openings; sleeve cuffs and zipper

5.10.1.15 Place a piece of tape on the front and back of the hood exterior and label with the employee's name with a permanent marker

5.11 Employee safety is crucial to ensure safe decontamination operations. The assigned Safety Officer will closely monitor and document the length of time each employee is in Level C PPE.

5.11.1 The Incident Commander and Safety Officer will coordinate to ensure employees are rotated efficiently to ensure their safety.

5.11.2 The Incident Commander or Safety Officer will need to designate a location to be used as a rehabilitation area for staff during decontamination operations.

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 5 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

- 5.11.3 The Incident Commander will coordinate with the dietary department to provide hydration and nutritional items for staff in the rehabilitation area.
- 5.11.4 While in the rehabilitation area, employees should be monitored for signs of heat stress.
  - 5.11.4.1 Hot, unusually dry, red or spotted skin
  - 5.11.4.2 Elevated body temperature
  - 5.11.4.3 Altered level of consciousness, confusion or delirium
  - 5.11.4.4 Weakness or fatigue
  - 5.11.4.5 Vomiting
  - 5.11.4.6 Body cramps
- 5.11.5 Any employee who shows signs and symptoms of a heat related illness should be immediately removed and will no longer participate in the operations. They will be taken immediately to the Emergency Department for appropriate treatment.
- 5.11.6 Prior to leaving the rehabilitation area and returning to operations in PPE the following conditions must be met:
  - 5.11.6.1 Diastolic Blood Pressure  $\leq$  95
  - 5.11.6.2 Heart Rate  $\leq$  110
  - 5.11.6.3 Respirations  $\leq$  20
  - 5.11.6.4 Oral Temperature  $\leq$  99.5
- 5.11.7 If an employee's vital signs persistently remain above these limits, they should be taken to the Emergency Department for evaluation.
- 5.12 Prior to leaving the Hospital Decontamination Zone to enter the Rehabilitation Area the following procedure must be followed, while still in PPE, using soap and running water:
  - 5.12.1 An assistant in PPE should decontaminate employees, in a separate area from victims (Technical Decontamination Area), using a soft bristled brush with gentle scrubbing in a unilateral direction from top down.
  - 5.12.2 Remove tape from exterior of suit.
  - 5.12.3 Thoroughly wash exterior gloves
  - 5.12.4 Thoroughly wash PAPR Hood
  - 5.12.5 Thoroughly wash torso front and back
  - 5.12.6 Thoroughly wash PAPR Hose and PAPR unit including belt
  - 5.12.7 The employee should reach down and remove PAPR from waist, while leaving the hood on, and hold it away from body. The PAPR unit may be placed on a chair, gurney or hung from an IV pole if available.
  - 5.12.8 Thoroughly wash each leg and boots.
  - 5.12.9 Thoroughly wash the bottom of each boot
  - 5.12.10 Step out of the technical decontamination area into the PPE doffing area.
  - 5.12.11 Remove PAPR Hood – place in waste
  - 5.12.12 Remove chemical boots – place in waste
  - 5.12.13 Unzip chemical suit
  - 5.12.14 Remove exterior gloves – place in waste
  - 5.12.15 Remove the chemical suit from the torso – roll the suit away from you inside out touching the inside of the suit.

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 6 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
Manual: EOC / Hazardous & Waste Mgmt		

- 5.12.16 Remove each leg from the chemical suit – place in waste
- 5.12.17 Step over clean line and remove nitrile gloves – place in waste
- 5.13 In the event a decontamination team member has an emergency during decontamination operations, they should immediately follow the above procedure and be moved to the post decontamination zone for treatment or new PPE.
- 5.14 Patient Decontamination:
  - 5.14.1 Ambulatory Patient Decontamination:
    - 5.14.1.1 Ambulatory patients should be directed by a decontamination team member to self-decontamination in the decontamination showers.
    - 5.14.1.2 Children should be kept with their parents, if possible; if no parent or older sibling is available then a decontamination team member should provide needed assistance to a child
    - 5.14.1.3 Separate decontamination showers should be designated for male and female victims to maintain privacy if necessary.
    - 5.14.1.4 Victims should be given a personal decontamination kit prior to entering decontamination showers.
  - 5.14.2 The following decontamination instructions should be provided:
    - 5.14.2.1 Remove all valuables and seal in the small plastic bag.
    - 5.14.2.2 Remove all clothing and seal in the larger plastic bag.
    - 5.14.2.3 Seal both the valuables bag and clothing bag in a third plastic bag that has been labeled with unique patient identifiers.
    - 5.14.2.4 Place the final sealed bag in the barrel at the exit of the decontamination showers for future disposition.
    - 5.14.2.5 Gently brush off dry contaminants being careful to avoid contact with eyes, nose and mouth.
    - 5.14.2.6 Using the soap provided wash from head-to-toe paying special attention to the hair and all body crevices.
    - 5.14.2.7 Wash time cycle should be five (5) minutes per person.
    - 5.14.2.8 Use a gentle, unilateral scrubbing motion from top down.
    - 5.14.2.9 Upon completion of decontamination, the patient should step out of the wash area towel dry and put on supplied gown or given a sheet/blanket to cover.
    - 5.14.2.10 Place wash cloths and towels in the designated barrel
  - 5.14.3 The patient should then be directed to the Emergency Treatment Area, if established, and re-triaged for treatment in the Emergency Department.
  - 5.14.4 Non-Ambulatory Patient Decontamination:
    - 5.14.4.1 Patients who are unable to perform self-decontamination should be taken to the non-ambulatory decontamination area; this includes but is not limited to patients who are non-ambulatory due to:
      - 5.14.4.1.1 Injury/illness caused by the incident
      - 5.14.4.1.2 Patients who have an underlying medical condition that prevents them from performing self-decontamination (i.e. paralysis, dementia, bed/wheelchair bound, etc.)

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 7 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

5.14.4.1.3 Age-affected; consider elderly and infant patients who cannot perform decontamination.

5.14.4.2 Non-ambulatory patient decontamination should be performed simultaneously with patient stabilization. Basic Life Support (ABC's) will be maintained until the patient is decontaminated, to a degree that ensures staff safety and that invasive procedures will not increase the patient's risk of systemic absorption.

5.14.4.3 The two black cots located in the hazmat trailer should be used for non-ambulatory decontamination and the patient placed on a plastic/fiberglass backboard. *\*Infants should be decontaminated in infant baths or similar baskets.*

5.14.4.3.1 Emergency Department gurneys, with the mattresses removed, should be used to transport patients after the decontamination process.

5.14.4.4 The following procedures should be used for non-ambulatory decontamination:

5.14.4.4.1 Follow the procedures for removal and bagging of personal valuables.

5.14.4.4.2 Patient clothing should be removed using blunt tipped trauma shears and bagged using the above procedures.

5.14.4.4.3 Wash the patient from head-to-toe using a gentle, unilateral scrubbing motion from top down paying special attention to the patient's hair and body crevices.

5.14.4.4.4 Remove any dressings applied prior to decontamination and use copious amounts of water to irrigate wounds.

5.14.4.4.5 A clean dressing should be applied if necessary to control bleeding.

5.14.4.4.6 The patient should then be transferred to a clean Emergency Department gurney, without the mattress, and moved to the designated area to be transferred to the post-decontamination zone.

5.14.5 Special Considerations:

5.14.5.1 Glasses and contact lenses:

5.14.5.1.1 Patients with glasses should keep them if they cannot see without them. They must be washed and rinsed thoroughly during the decontamination process before being worn. Otherwise, the glasses should be placed in the valuables bag.

5.14.5.1.2 Contact lenses should be removed, after thoroughly washing hands, and discarded or placed in the valuables bag.

5.14.5.2 Patients who use walking assist devices may retain them, but the device must be washed and rinsed thoroughly during the decontamination process.

5.14.5.3 Intravenous lines and Saline locks should be removed prior to



## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 8 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

decontamination. After the area is cleaned, a dressing should be applied until the patient reaches the treatment area.

5.14.5.4 Hearing aids should be removed and placed in the valuables bag.

5.14.5.5 Dentures:

5.14.5.5.1 Unless the oral cavity is contaminated dentures should remain in place and no special decontamination is necessary.

5.14.5.5.2 If the oral cavity is contaminated, then the dentures should be removed, placed in a clear plastic bag for later decontamination based on poison control or dentist recommendations.

5.14.5.6 Law Enforcement Officers with Weapons:

5.14.5.6.1 In most cases law enforcement personnel who have been injured on the scene will have had their gun(s) removed before arrival and given to a fellow officer.

5.14.5.6.2 If an officer arrives and still has a weapon, it should be left in the holster and the gun belt removed by a decontamination team member and sealed in two clear plastic bags labeled with the officer's name. It should be transferred to the treatment area and given to a fellow officer for safe keeping.

5.14.5.6.3 Decontamination team members should be aware that oftentimes an officer may have a second weapon that can usually be found in a holster near the ankle, their pocket, in a ballistic vest or near an armpit. If found the weapon should be handled following the above guidelines.

5.14.5.6.4 An officer's duty-belt may also contain items that can be dangerous if allowed in the wrong hands. Thus, the duty-belt should be collected and sealed as described above and handed to a fellow officer or hospital security for safekeeping.

5.14.5.6.5 Decontamination of an officer's weapon or duty belt will be the responsibility of their respective agency.

5.14.6 Personnel Decontamination:

5.14.6.1 Prior to leaving the decontamination area, decontamination team members must undergo decontamination using the guidelines outlined in this policy (5.12.1 – 5.12.17)

5.14.6.2 Once the above steps have been completed, each decontamination team member must remove all clothing, shower and dress in replacement scrubs or personal clothes.

5.14.6.3 After redressing, each decontamination team member must present to the Emergency Department for appropriate medical screening and monitoring for chemical exposure as determined by the Emergency Department Physician.

5.15 Decontamination Water Containment and Run-Off:

5.15.1 During an emergency, PMH will take all necessary steps to protect staff, the public and save lives. Once imminent threats to human health and life are

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 9 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

addressed PMH will take all reasonable steps to contain contamination and avoid or mitigate environmental consequences.

- 5.15.2 For all incidents, PMH decontamination team members will use the fixed decontamination showers as the primary means for patient, staff and equipment decontamination
- 5.15.3 In the event the number of victims that present to PMH exceeds the capacity of the fixed decontamination shower facilities the following steps will be taken after imminent life threats have been mitigated:
  - 5.15.3.1 The storm drain adjacent to the decontamination showers will be sealed with two layers of plastic sheeting and secured.
  - 5.15.3.2 Reasonable efforts to collect water run-off from mass decontamination efforts should be taken (i.e., diking, waste-water bladders, etc.)
  - 5.15.3.3 In the event that waste-water run-off cannot be collected prior to entering the storm drain, the Imperial County Office of Environmental Health will be notified immediately.
- 5.15.4 After decontamination operations have been completed, the PMHD hazardous waste contractor will be contacted to assist in cleaning, testing and disposal of waste-water and equipment.
- 5.16 After Action Reporting/Improvement Plan:
  - 5.16.1 Immediately following the event, the PMH EMS/Emergency Preparedness Manager or designee will conduct Hot-washes with all staff and coordinating agencies involved to identify the effectiveness and deficiencies of the response.
  - 5.16.2 Within forty-five (45) days after the termination of operations, the Emergency Preparedness Coordinator will submit a Draft After Action Report and Improvement Plan to the PMH Safety Committee for approval.
  - 5.16.3 The After Action Report/Improvement Plan will be submitted to the Imperial County Medical Health Operational Area Coordinator and other appropriate agencies upon request.

## 6.0 References:

- 6.1 CFR 1910.120 HAZWOPER
- 6.2 OSHA, Best Practices for Hospital-Based First Receivers of Victims from Mass Casualty Incidents Involving the Release of Hazardous Substances, 2020
- 6.3 FEMA Center for Domestic Preparedness, Hospital Emergency Response Training for Mass Casualty Incidents, 2016

## 7.0 Attachment List

- 7.1 Attachment A – Hazardous Materials Incident Checklist

## 8.0 Summary of Revisions:

- 8.1 Changed PMHD to PMH on sections 3.1, 3.3, 3.4, 3.6.
- 8.2 Changed PMHD to PMH on sections 5.3, 5.5, 5.6, 5.6.1, 5.8.
- 8.3 Changed PMHD to PMH on Section 5.9.1.6.

## Imperial Valley Healthcare District

Title: <b>Care of an Emergency Patient Contaminated with Hazardous Materials – CODE ORANGE</b>		Policy No. EOC-00095
Current Author: Jorge Mendoza		Page 10 of 10
Latest Review/Revision Date: 4/2025		Effective: 8/1/1995
		Manual: EOC / Hazardous & Waste Mgmt

- 8.4 Changed PMHD to PMH on Section 5.15.1, 5.15.2, 5.15.3.
- 8.5 Changed PMHD to PMH on Section 5.1.6.1, 5.1.6.2.
- 8.6 Updated Reference 6.2 from 2004 to the latest OSHA Reference 2020.
- 8.7 Updated Reference 6.3 from 2008 to the latest 2016 Version.
- 8.8 Changed PMHD to PMH on attachment A
- 8.9 Revised with no further changes.

## Hazardous Material Incident Checklist

Name of Person Receiving Call: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Phone: \_\_\_\_\_

\*Reporting Agency: \_\_\_\_\_ \*Unit #/Name: \_\_\_\_\_

\*Contact Information (phone/radio): \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Threat to Hospital (Circle): Yes No Comment: \_\_\_\_\_

\_\_\_\_\_

Nature of Incident (i.e. traffic accident, explosion, leak, etc.): \_\_\_\_\_

\_\_\_\_\_

Name of Chemical: \_\_\_\_\_

Approximate # of Patients: \_\_\_\_\_ Children (Circle): Yes No Elderly: Yes No

Victim Signs/Symptoms: \_\_\_\_\_

\_\_\_\_\_

On Scene Decontamination: Yes No Description: \_\_\_\_\_

\_\_\_\_\_

EMS Transport: Yes No ETA of First Arriving Unit: \_\_\_\_\_

Estimated # of Patients Who May Self Present: \_\_\_\_\_

This form is to be completed, with as much information as possible, by the employee who receives initial notification from field personnel. The ED Charge Nurse will immediately notify the on-duty House Supervisor and proceed as directed by PMH Policy EOC-00095. Additional information regarding the incident and pre-hospital treatment provided may be recorded on the back of this form.

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN IMPERIAL VALLEY HEALTHCARE DISTRICT  
AND BERKELEY RESEARCH GROUP, LLP  
FOR FINANCIAL STRATEGIST SERVICES**

**THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (this “**Fifth Amendment**”) is entered into by and between **IMPERIAL VALLEY HEALTHCARE DISTRICT (“IVHD”)**, and **BERKELEY RESEARCH GROUP, LLC (“CONTRACTOR”)**, an independent contractor, collectively referred to herein as “**parties**” or individually as “**party**,” dated effective as of November 13, 2025.

**RECITALS**

- A. IVHD and Contractor are parties to that certain Professional Services Agreement having an Effective Date of September 10, 2024 (the “**Professional Services Agreement**”).
- B. IVHD and Contractor executed an Amendment to this Professional Services Agreement on December 12, 2024, to increase the Payment Cap in the Professional Services Agreement to Three Hundred Fifty Thousand Dollars (\$350,000.00).
- C. IVHD and Contractor executed a Second Amendment to this Professional Services Agreement on February 21, 2025, to increase the Payment Cap in the Professional Services Agreement to Five Hundred Fifty Thousand Dollars (\$550,000.00).
- D. IVHD and Contractor executed a Third Amendment to this Professional Services Agreement on June 12, 2025, to increase the Payment Cap in the Professional Services Agreement to Eight Hundred Thousand Dollars (\$800,000.00).
- E. IVHD authorized a Fourth Amendment to this Professional Services Agreement on August 28, 2025, to increase the Payment Cap by \$250,000 in the Professional Services Agreement to One Million Fifty Thousand Dollars (\$1,050,000.00).
- F. IVHD and Contractor desire to amend the Professional Services Agreement in accordance with the terms and provisions of this Fifth Amendment to increase the Payment Cap by three hundred five thousand dollars (\$305,000.00) in order to close out the financial consulting and modeling services relating to the ongoing merger between IVHD and El Centro Regional Medical Center.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, IVHD and Contractor agree as follows:

1. Amendment to Payment Cap. **Article 3** of the Professional Services Agreement is hereby amended so that all references to the total amount of the “Payment Cap” shall be increased

by **Three Hundred Five Thousand Dollars (\$305,000)** in order to finalize and close out CONTRACTOR's provision of financial consulting services. The Professional Services Agreement's prior references to the Payment Cap, as amended, are hereby modified accordingly. Hereinafter, the relevant amended portions of Article 3 of the Professional Services Agreement, and the associated calculations related to the Payment Cap, shall be amended as follows:

- a. Compensation paid for Services performed pursuant to this Agreement shall not exceed **One Million Three Hundred Fifty-Five Thousand Dollars (\$1,355,000.00)**, in the aggregate (the "**Payment Cap**").
- b. All previous contractual provisions regarding emergency or contingency spending are hereby deleted. In no event shall Contractor be entitled to compensation in excess of the Payment Cap without IVHD Board authorization.
- c. As consideration for the Payment Cap increase, Contractor is expected to deliver to IVHD the financial model relating to the ongoing merger between IVHD and El Centro Regional Medical Center, with a presentation of the model to the IVHD Board of Directors at the public board meeting on December 11, 2025.

2. Other than as amended by this Fifth Amendment, all other terms of the Professional Services Agreement shall remain in full force and effect. The provisions in this Fifth Amendment shall control over all other provisions in the Professional Services Agreement, as amended.

3. This Amendment is hereby incorporated into the terms of the Professional Services Agreement as though set forth fully therein. Capitalized terms not otherwise defined in this Fifth Amendment shall have the definitions and meanings provided in the Professional Services Agreement.

4. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

IN WITNESS WHEREOF, this Fifth Amendment has been executed as of the date set forth above.

**IMPERIAL VALLEY HEALTHCARE  
DISTRICT:**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

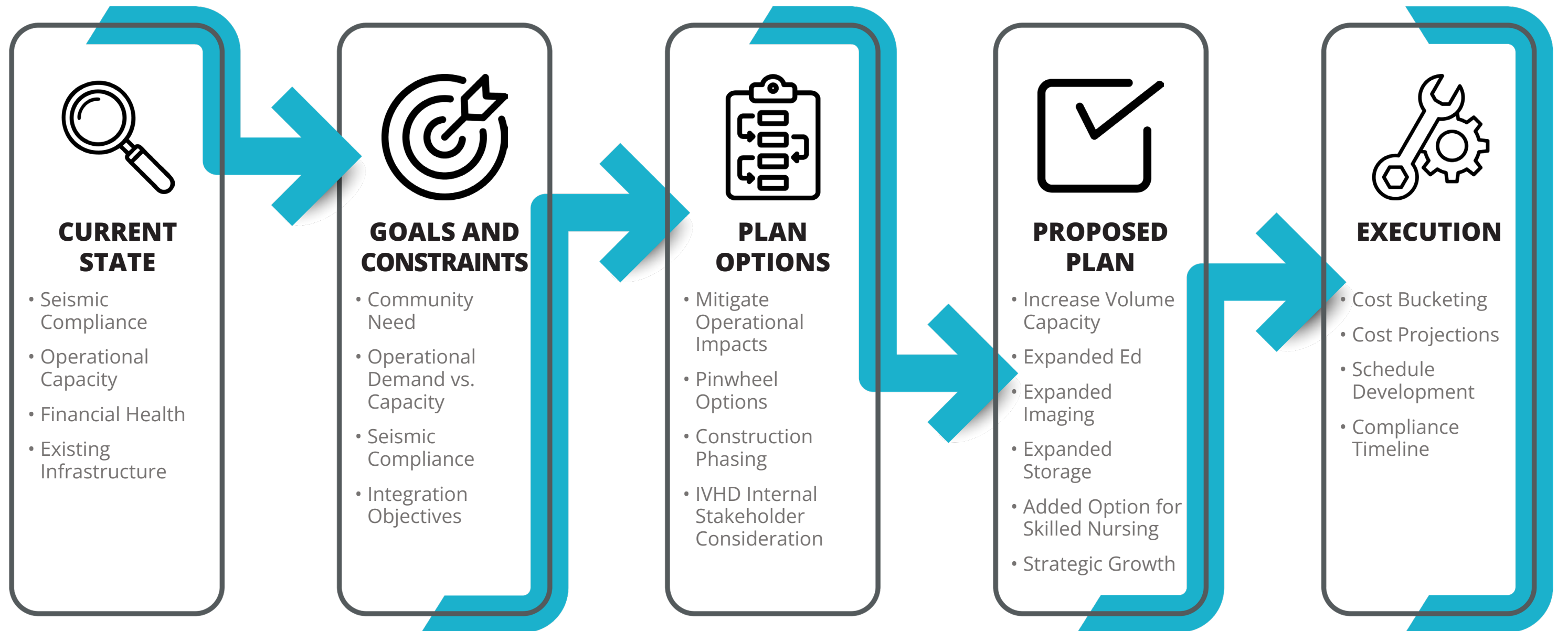
\_\_\_\_\_  
Date

# Imperial Valley Healthcare District

Facilities Master Plan  
November 13, 2025

# ROADMAP TO MASTER PLAN

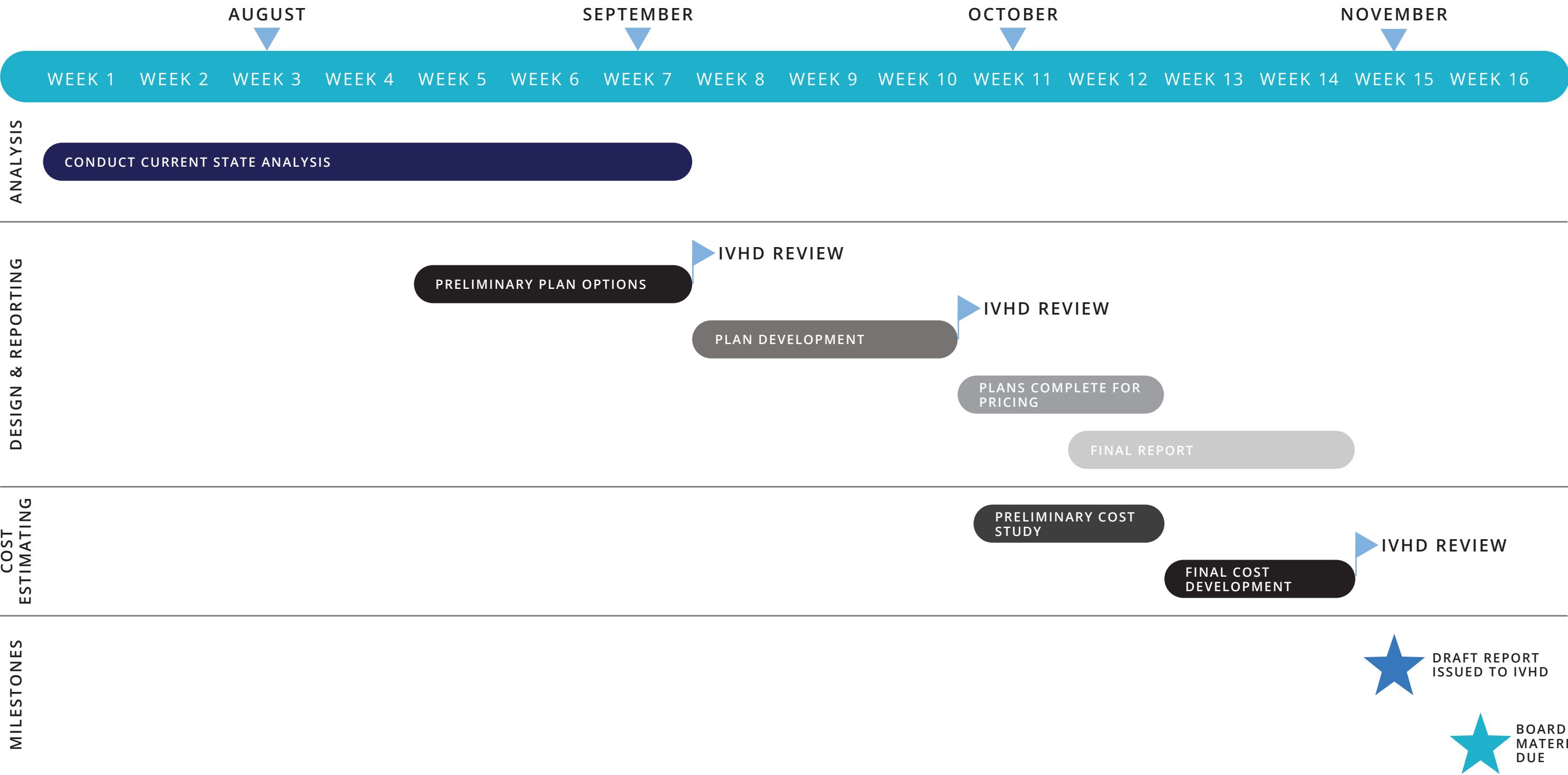
## How did we get here?





# CURRENT STATE

## Master Plan Development Schedule



# CURRENT STATE

## Imperial Valley and IVHD Health System

- Estimated County Population is 182,000-187,000
- County is Experiencing Steady Moderate Growth Median Age of 33.4 years
- Hospital Consolidation is Underway

### Pioneers Memorial Hospital: 107 Beds

#### PATIENT CARE SERVICE AREAS:

- Inpatient Surgery: GI, GYN, General, Recently Added Urology
- Ambulatory Surgery (GI focused)
- Non-Invasive Cardiology
- OB/ GYN- NICU Level 3
- PEDs
- Level 4 Trauma Facility
- Calexico Clinical Services
- Skilled Nursing Facility

#### FACILITY INFRASTRUCTURE:

- Aged Facility Requiring Some Infrastructure Repairs and Replacement
- Seismic Plans Under Evaluation by Walter P Moore
- Medical Records: Cerner

### El Centro Regional Medical Hospital: 161 Beds

#### PATIENT CARE SERVICE AREAS:

- Inpatient Surgery: GI, General, EYE
- Non-Invasive Cardiology
- Level 4 Trauma Facility
- Calexico Clinical Services

#### FACILITY INFRASTRUCTURE:

- Seismic Compliance Efforts (SPC): Almost Complete
- Seismic Compliance Efforts (NPC): Plans Underway, Construction in the Future
- Medical Records: Cerner

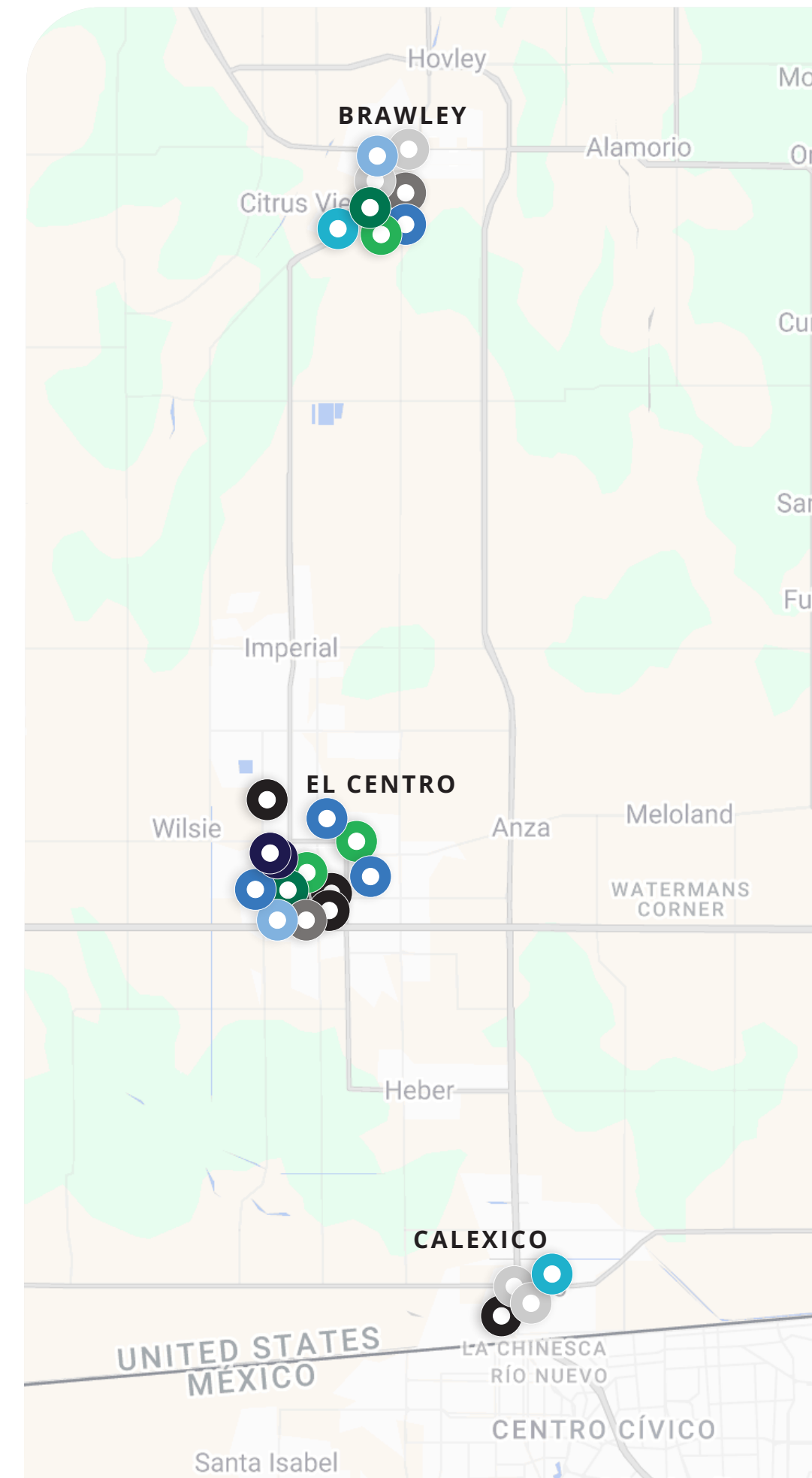
#### Challenges:

- Provider Recruitment
- Financial

# CURRENT STATE

## Real Estate Inventory

- Hospital Sites – Owned:**
  - Pioneers Memorial Hospital  
207 W Legion Rd, Brawley, CA 92227
  - El Centro Regional Medical Center  
1415 Ross Ave, El Centro, CA 92243
- Clinic Sites – Owned:**
  - ECRMC Medical Office Building  
1271 Ross Ave, El Centro, CA 92243
  - ECRMC El Centro Outpatient Center  
385 W Main St, El Centro, CA 92243
  - Pioneers Cancer Center  
205 W Legion Rd, Brawley, CA 92227
- Other Building Sites – Owned**
  - ECRMC Facility Services  
1295 Poplar Dr, El Centro, CA 92243
  - ECRMC IT Services  
1285 Poplar Dr, El Centro, CA 92243
  - ECRMC Hospital Warehouse  
1272 Poplar Dr, El Centro, CA 92243
  - IVHD Headquarters  
601 Heber Ave, Calexico, CA 92243
  - Wake and Shake Location  
1490 N Imperial Ave, El Centro, CA 92243
- Housing – Owned:**
  - ECRMC MD Housing  
2104 Poplar Dr, El Centro, CA 92243
  - ECRMC MD Housing  
1455 Pepper Dr, El Centro, CA 92243
  - Pioneers MD Housing  
310 Orchid Pl, Brawley, CA 92227
- Clinic Sites – Leased:**
  - ECRMC Calexico Clinic  
495 E Birch St, Calexico, CA 92231
  - Pioneers Calexico Clinic  
450 E Birch St, Calexico, CA 92231
  - Pioneers Medical Arts Building  
751 W Legion Rd, Calexico, CA 92227
  - Pioneers Children's Health Center  
565 Main St, Brawley, CA 92227
- Skilled Nursing Facilities – Leased:**
  - Pioneers Memorial Skilled Nursing Center  
320 W Cattle Call Dr, Brawley, CA 92227
  - El Centro Post Acute Care  
1700 S Imperial Ave, El Centro, CA 92243
- Other Building Sites – Owned**
  - ECRMC IS/IT  
1600 S Imperial Ave, Suite 1 & 17
  - ECRMC Warehouse/Facilities  
761 Commercial Ave, El Centro, CA 92243
  - ECRMC Board Storage – 2009 U Store It  
1111 S 3rd St, El Centro, CA 92243
  - Patient Accounting – Araguas Site  
4241 Hwy 86, Suite 5, Brawley, CA 92227
  - Patient Accounting – Ehman's Building  
197 W Legion Rd, Brawley, CA 92227
- Housing – Leased:**
  - ECRMC ER Physician Housing  
Unit A205 1531 Ross Ave, El Centro, CA 92243
  - ECRMC ER Physician Housing  
Unit K334 1531 Ross Ave, El Centro, CA 92243
- Land – Owned:**
  - Pioneer Memorial District  
Par 2 COC of Lot 2 US DE Moulin TR 3 14-14  
18.4 Acres
  - Pioneer Memorial District  
990 Birch St, Calexico, CA 92231  
APN 058-792-005





# CURRENT STATE

## Seismic Compliance: Pioneers Memorial Hospital

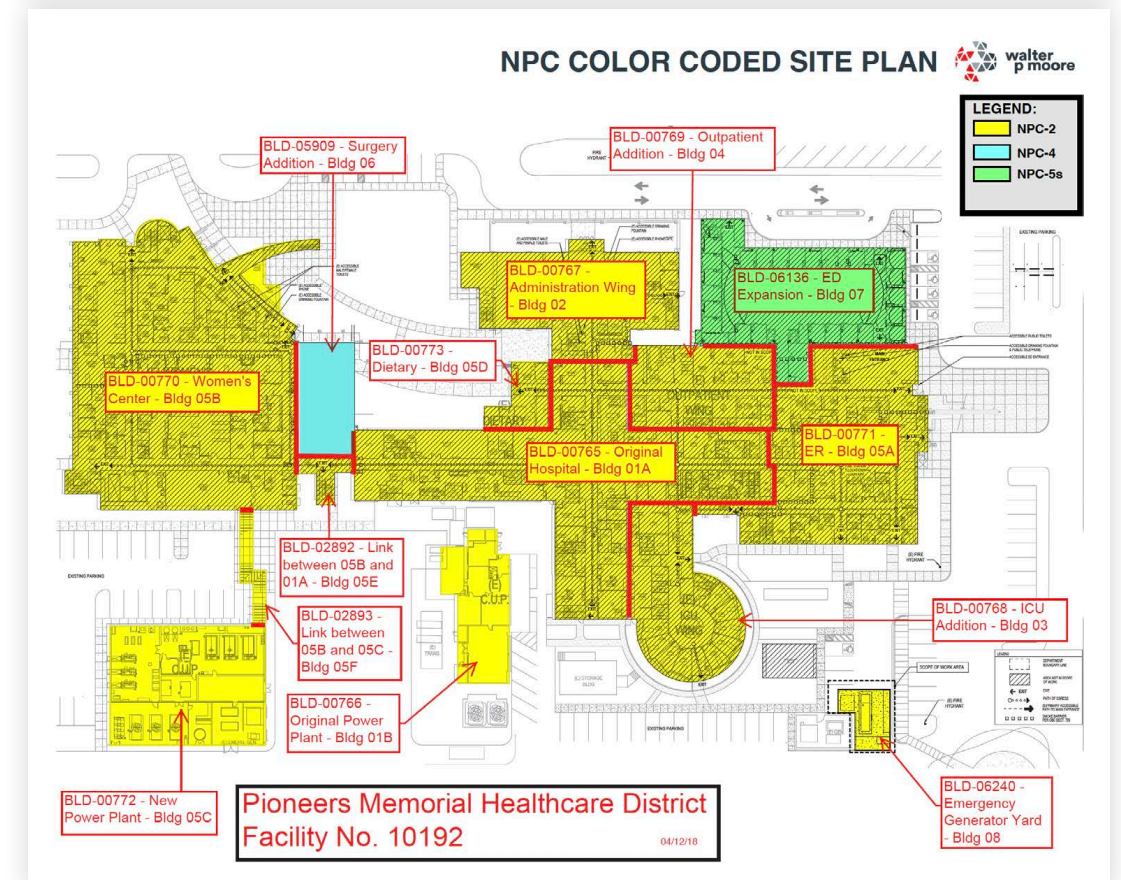
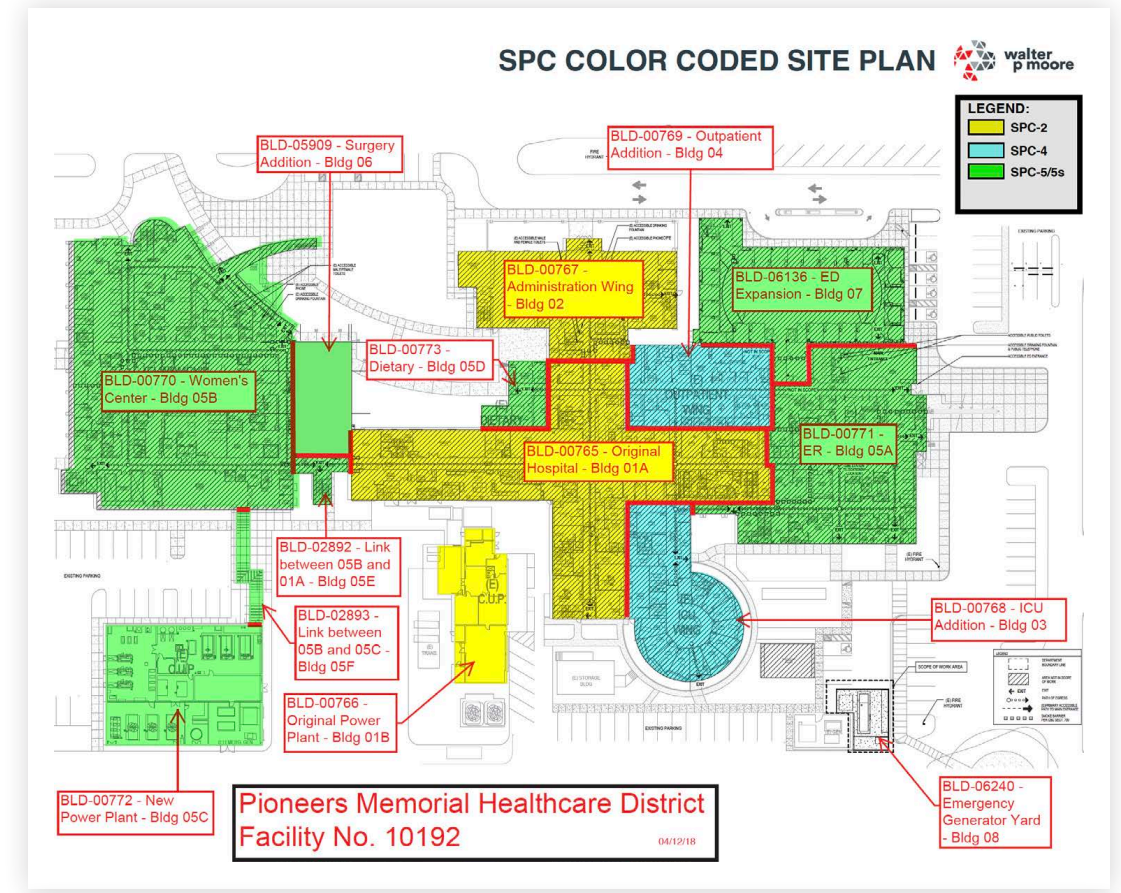
### Seismic Compliance Per Walter P. Moore Assessment

#### SPC (STRUCTURAL) COMPLIANCE

- Currently Only 3 Buildings Require SPC Upgrade
- All Other Buildings are SPC 3 or Higher
- BLD-00767 – Administration Wing**
  - Analysis Should Bring to Compliance
  - No Work Scope
- BLD-00765 – Original Building**
  - Construction Project Required
  - Minor Structural Upgrades Required
- BLD-00766 – Original Power Plant**
  - Analysis Should Bring to Compliance
  - Per WCM – No Work Scope

#### NPC (NON-STRUCTURAL) COMPLIANCE

- Many Buildings are Still Classified NPC 2 (10 Total)
- 7 Buildings Should Only Require Letter to Reclassify to NPC 3 or NPC 4
  - May Need Sprinkler Upgrades – WPM to Determine
- 3 Buildings Require Upgrades to Some Degree
- BLD-00767 – Administration Wing**
  - No Acute Care in Building
  - Option to Classify as NPC 4D – Level 2 – No Work
- BLD-00765 – Original Building**
  - NPC Upgrades to Critical Services Required
  - 2nd Floor is Currently Not Critical Care and Could Avoid Upgrades with Operational Plan
  - Elevator Modernization to Comply with NPC-4D
- BLD-00766 – Original Power Plant**
  - NPC Upgrades Required
  - Equipment Anchorage and Additional Fuel Storage
- NPC 5 Campus – Water Rationing, Storage and Fuel Supply**
  - Current Plan Submitted to HCAI but Not Accepted
  - Additional Fuel Storage, Wastewater and Potable Needed



# CURRENT STATE

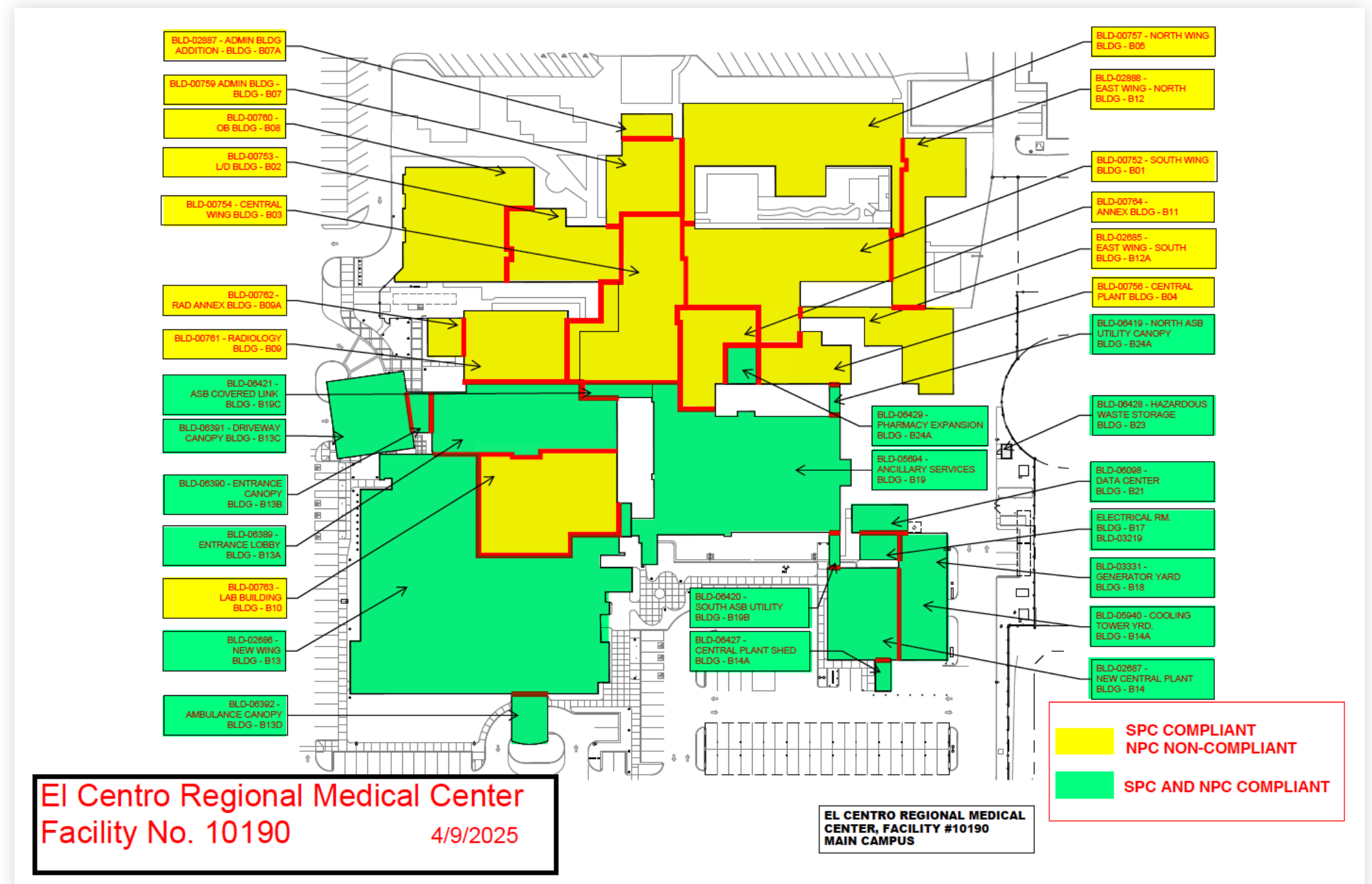
## El Centro Regional Medical Center Seismic Compliance

### SPC (STRUCTURAL) COMPLIANCE

- Work is Complete
- Hospital is SPC-4D Compliant
- No additional Scope Required

### NPC (NON-STRUCTURAL) COMPLIANCE

- Plans Submitted for Buildings to Complete NPC-4 Compliance
- Plans Prepared by Mascari Warner
- Work is Currently Scheduled to Commence
- Work Results in No Remodel to Current Spaces
  - Potential Exists to Remodel Spaces at Minimal Added Cost to Current NPC Compliance Costs



# CURRENT STATE

## Needs

### Pioneers Memorial Hospital:

**Beds:**

- 8 ICU Beds
- 4 NICU Beds
- 17 OB/GYN Beds at 60% Efficiency
- 36 Med/Surgery Beds at 80% Efficiency
- 3 PEDS

**Imaging:**

- 3 CTs
- 0 PET/CT
- 1 MRI
- 4 X-Ray/Fluoroscopy
- 3 Ultrasound
- 1 NUC Med

**Surgery/Interventional/Cathlab:**

- 2 Inpatient Cases
- 2 Outpatient Cases
- 2 IR Inpatient and Outpatient Including Vascular Access
- 2 C-Section

**Emergency Department:**

- 25 Treatment Rooms

### ECRMC:

**Beds:**

- 10 ICU Beds
- 0 NICU Beds
- 0 OB/GYN Beds at 60% Efficiency
- 69 Med/Surgery Beds at 80% Efficiency
- 1 PEDS

**Imaging:**

- 3 CTs
- 1 PET/CT
- 1 MRI
- 4 X-Ray/Fluoroscopy
- 5 Ultrasound
- 1 NUC Med

**Surgery/Interventional/Cathlab:**

- 6 Inpatient Cases
- 3 Outpatient Cases
- 1 IR Outpatient
- 0 C-Section

**Emergency Department:**

- 30 Treatment Rooms

### IVHD Health System Needs:

**Beds:**

- 18 ICU Beds
- 4 NICU Beds
- 17 OB/GYN Beds at 60% Efficiency
- 105 Med/Surgery Beds at 80% Efficiency
- 4 PEDS

**Imaging:**

- 6 CTs
- 1 PET/CT
- 2 MRI
- 8 X-Ray/Fluoroscopy
- 8 Ultrasound
- 2 NUC Med

**Surgery/Interventional/Cathlab:**

- 8 Inpatient Cases
- 5 Outpatient Cases
- 3 IR / Cath Lab
- 2 C-Section

**Emergency Department:**

- 55 Treatment Rooms



# GOALS AND CONSTRAINTS



## Organizational Global Strategy

- Investment in Key Strategic Services
- Integration and Consolidation of Campuses
- Service Development and Improvement
  - Procedural Standards
  - Efficiencies
  - Professionalism
  - Minimize Out Migration
- Integration of Hospitals with Consideration of UCSD
  - Unification of Systems
- Electronic Record Keeping Systems
- Consolidated Administrative Facility- Moving IT, HR, etc. Off Site



## Programmatic Strategy

### PIONEERS

- Inpatient Cardiac Services (Invasive Procedures)
- Ortho and Spine Surgeries
- Ownership of Skilled Nursing Facility and Expansion
- Single Provider Urgent Care Facilities
- Improved Imaging Services
- Improved Emergency Department Services and Throughput
- Morgue
- Outpatient Specialties Ortho, GI, Promary, Cadiac, etc.

### ECRMC

- Cardiac Surgery
- Stroke Unit
- Imaging Services Improvement
- Oncology Services Growth
- Behavioral Health Services
- Conversion of OB Unit to General Acute Care
- Outpatient Specialties Imaging, Oncology Services, Neurology
- Partnering with Children's

# GOALS AND CONSTRAINTS



## SEISMIC COMPLIANCE

- SPC Compliance
- NPC Compliance
- Related Scope



## OPERATIONAL COMPLIANCE

- Continuation of Essential Hospital Functions
- Critical Care Support Services
- Maintenance and Replacement
- ADA/Title 24 Required Upgrades



## STRATEGIC GROWTH THROUGH RENOVATION AND CONSTRUCTION

- Expanded Services and Increased Volume Capacity
- New Construction/Renovation

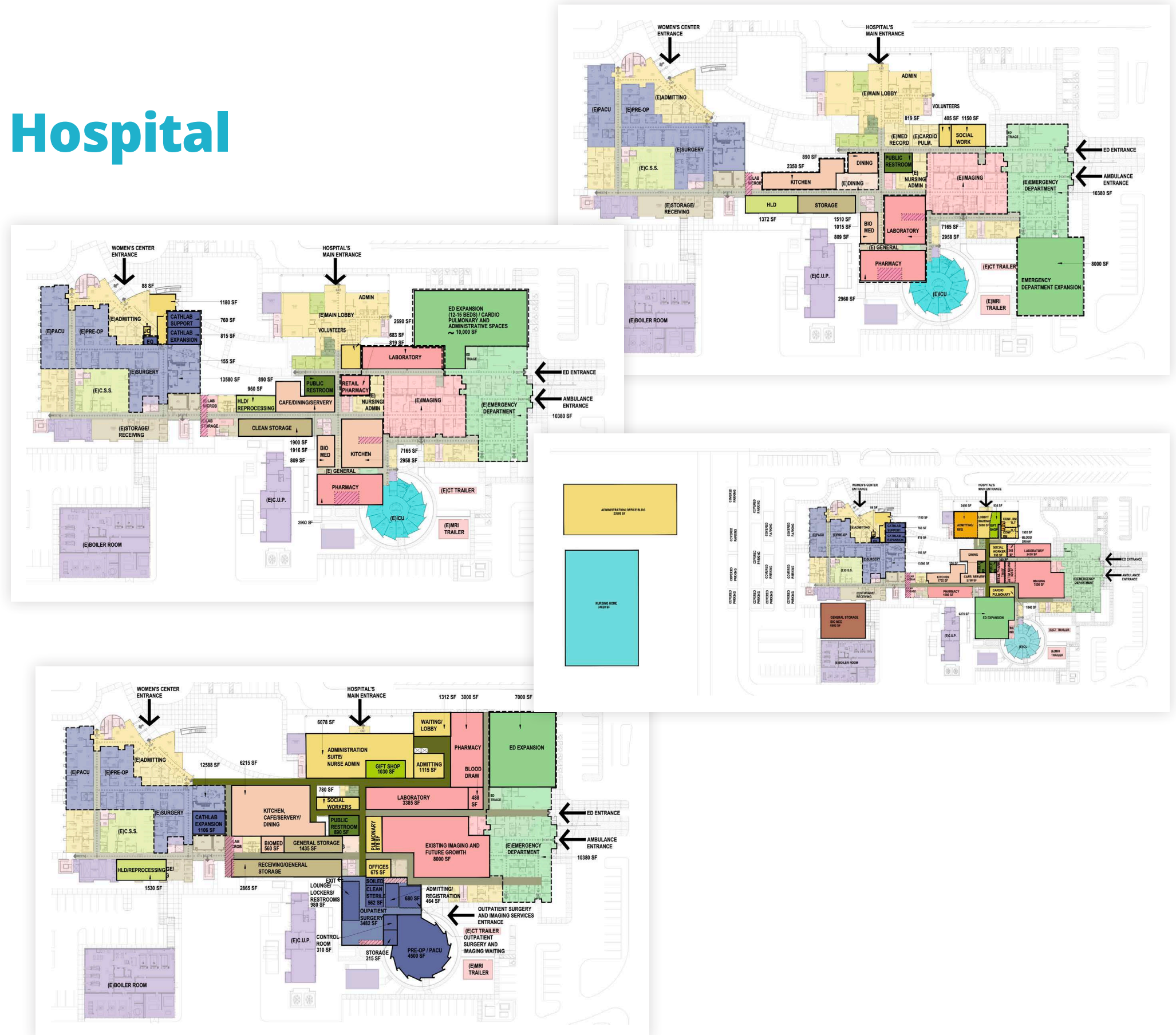




# PLAN OPTIONS

## Pioneers Memorial Hospital

- ✓ Four Options with Increasing Complexity to Respond to District Needs
- ✓ Provide Seismic Compliance While Taking Advantage of Disruption Due to Required Infrastructure Upgrades
  - Expand Emergency Department
  - Improve/Expand Existing Support Services



# Pioneers Memorial Hospital





# Pioneers Memorial Hospital



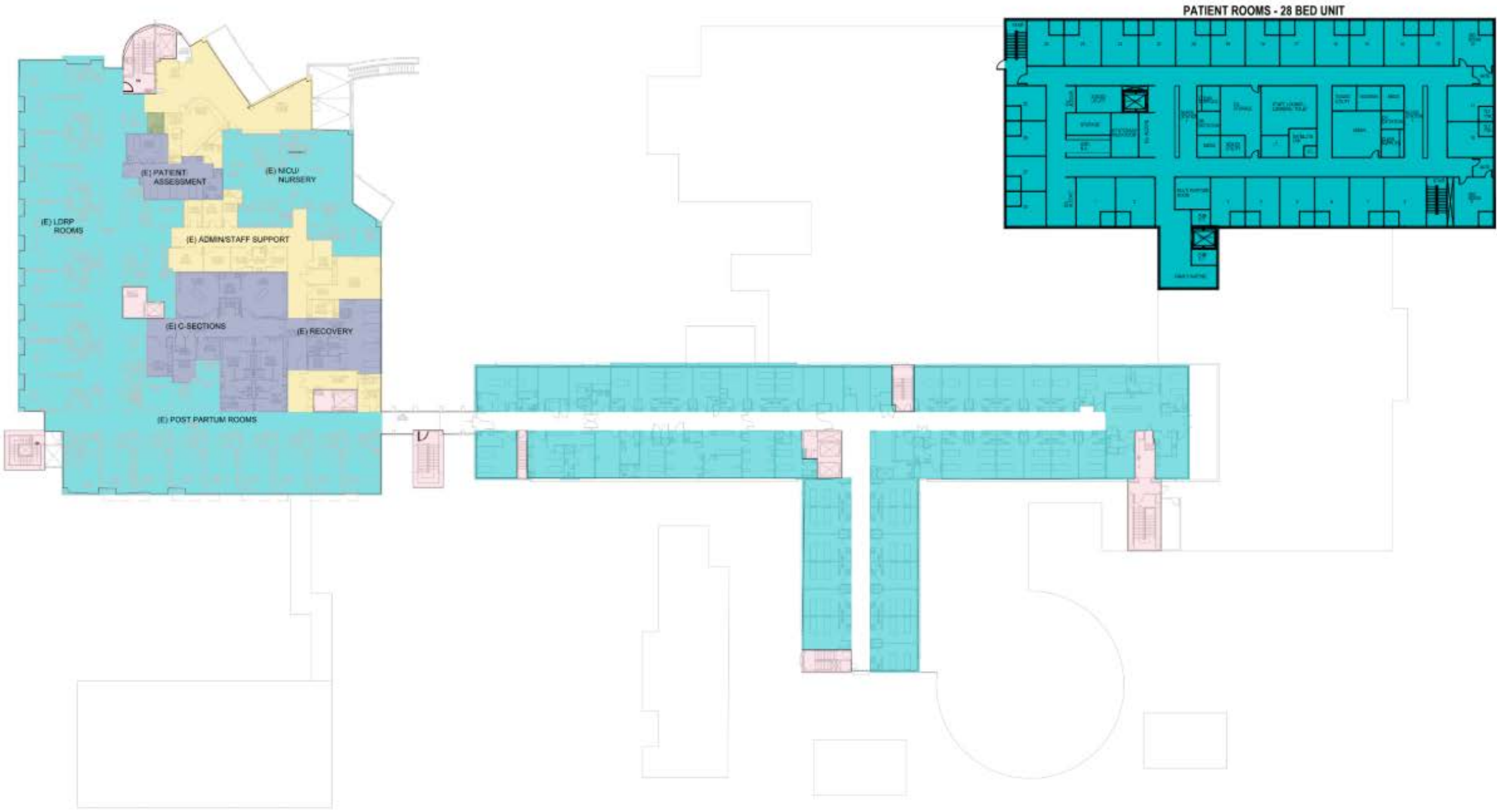


# PROPOSED PLAN

## Pioneers Memorial Hospital

PROPOSED DIAGRAMMATIC LAYOUT

LEVEL 2



**PIONEERS**  
MEMORIAL HEALTHCARE DISTRICT

MASTER PLAN

LEGEND:

- PATIENT ROOMS
- ADMINISTRATIVE
- VERTICAL TRANSPORTATION
- PATIENT ASSESSMENT, RECOVERY

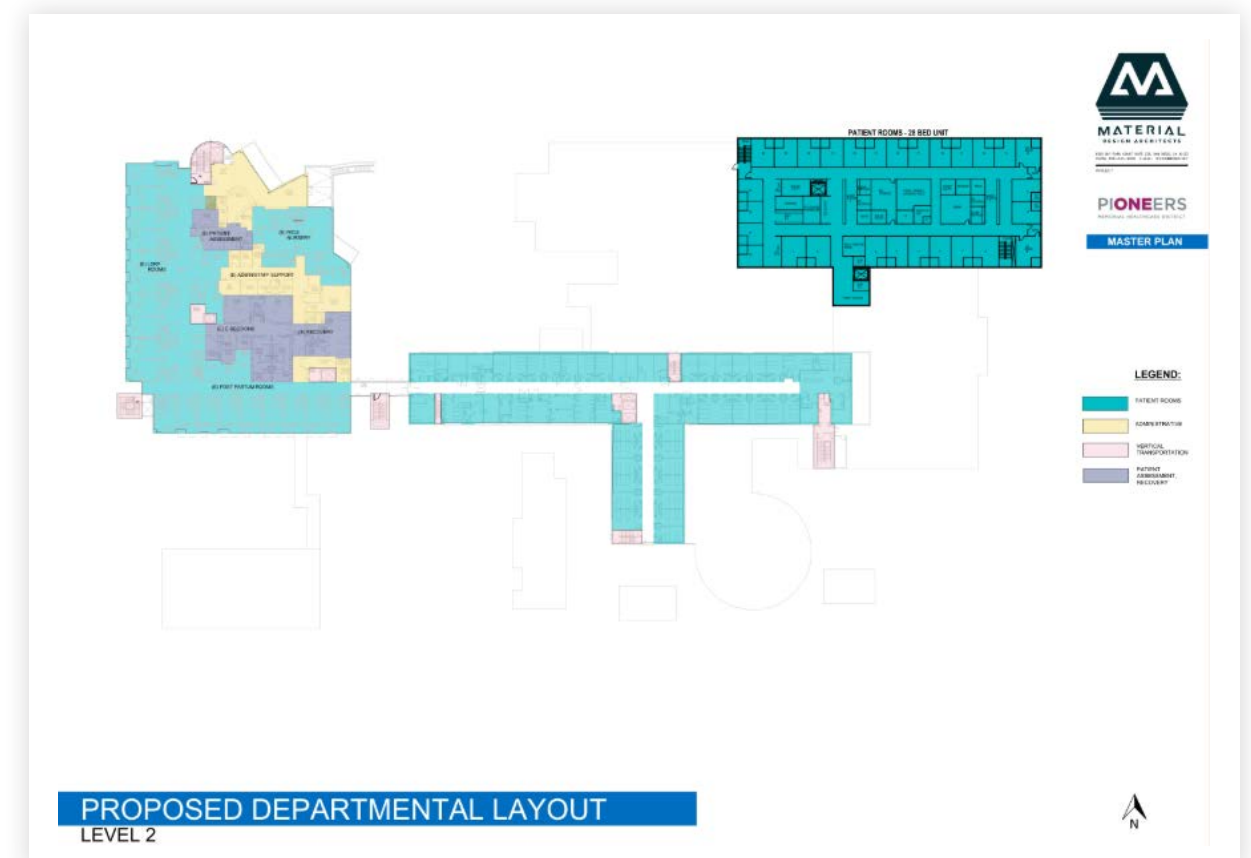
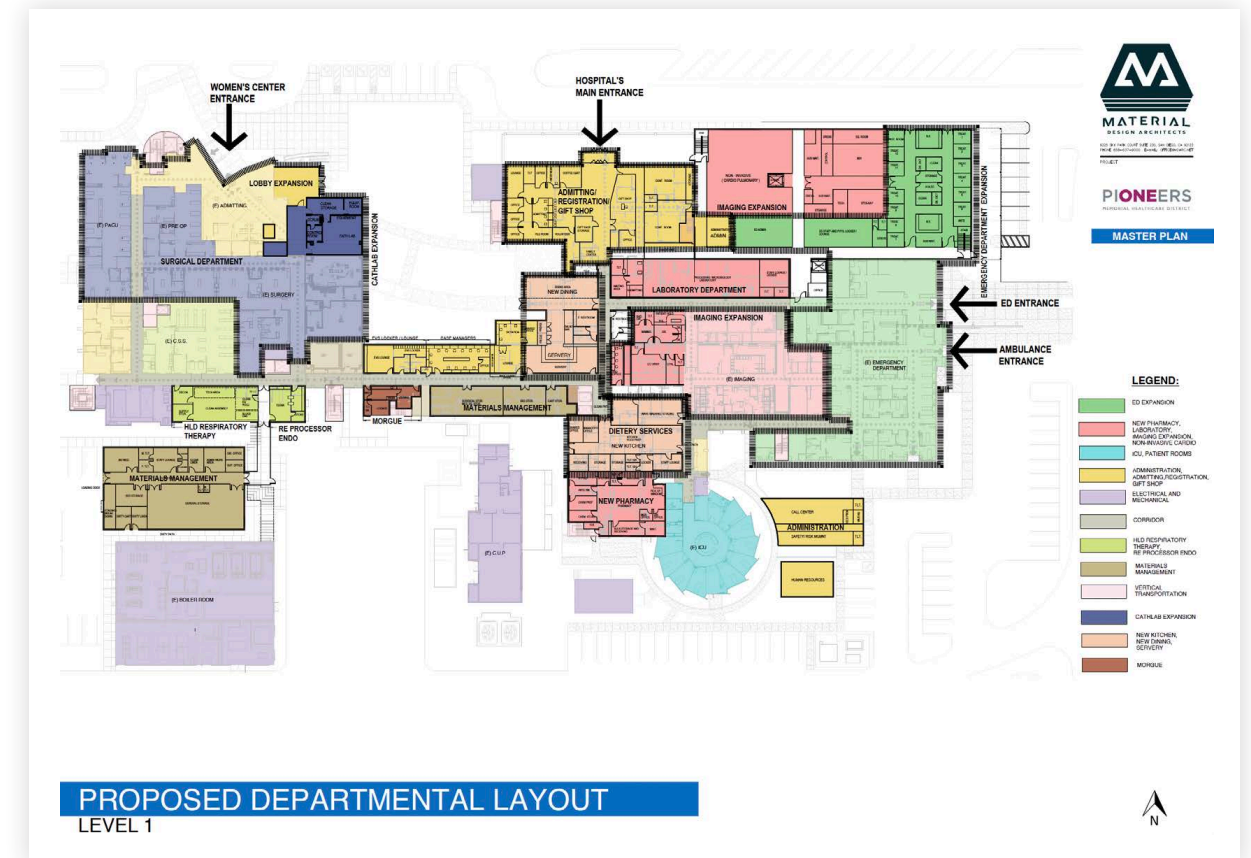


# PROPOSED SOLUTION

## Pioneers Memorial Hospital

### Plan Features and Benefits:

- Fully Addresses Seismic Compliance
- Fully Addresses Operational Compliance
- Strategic Growth Aligned with Seismic Work
- Phased Construction Aligned with Strategic Growth
- Phase Construction Allow for Off Ramps
- New Storage And Clinical Support Facility On-Site
- Cardiac Services Growth
- Expanded and Improved Imaging Department
- Expanded and Improved
  - Pharmacy
  - Lab
  - Dietary Services
- Improved Lobby and Admitting Experience
- Improved Administrative Services



# PROPOSED SOLUTION

## Pioneers Memorial Hospital: Skilled Nursing Facility

- 120 Bed Facility with Shared and Independent Support Services
  - 85,225 BGSF
- 60 Private Beds
- 60 Semi-Private Beds (Double Occupants)
- Separate Entrance and Access Point
- Owned Land with Opportunity So Share Infrastructure and Support Services.

Cost:

\$78.3M

HARD COST

+

\$12.5M

ESCALATION

+

\$22.1M

SOFT COST

+

\$11.3M

CONTINGENCY

VE Option – All Semi-Private Rooms

\$69.7M

HARD COST

+

\$11.2M

ESCALATION

+

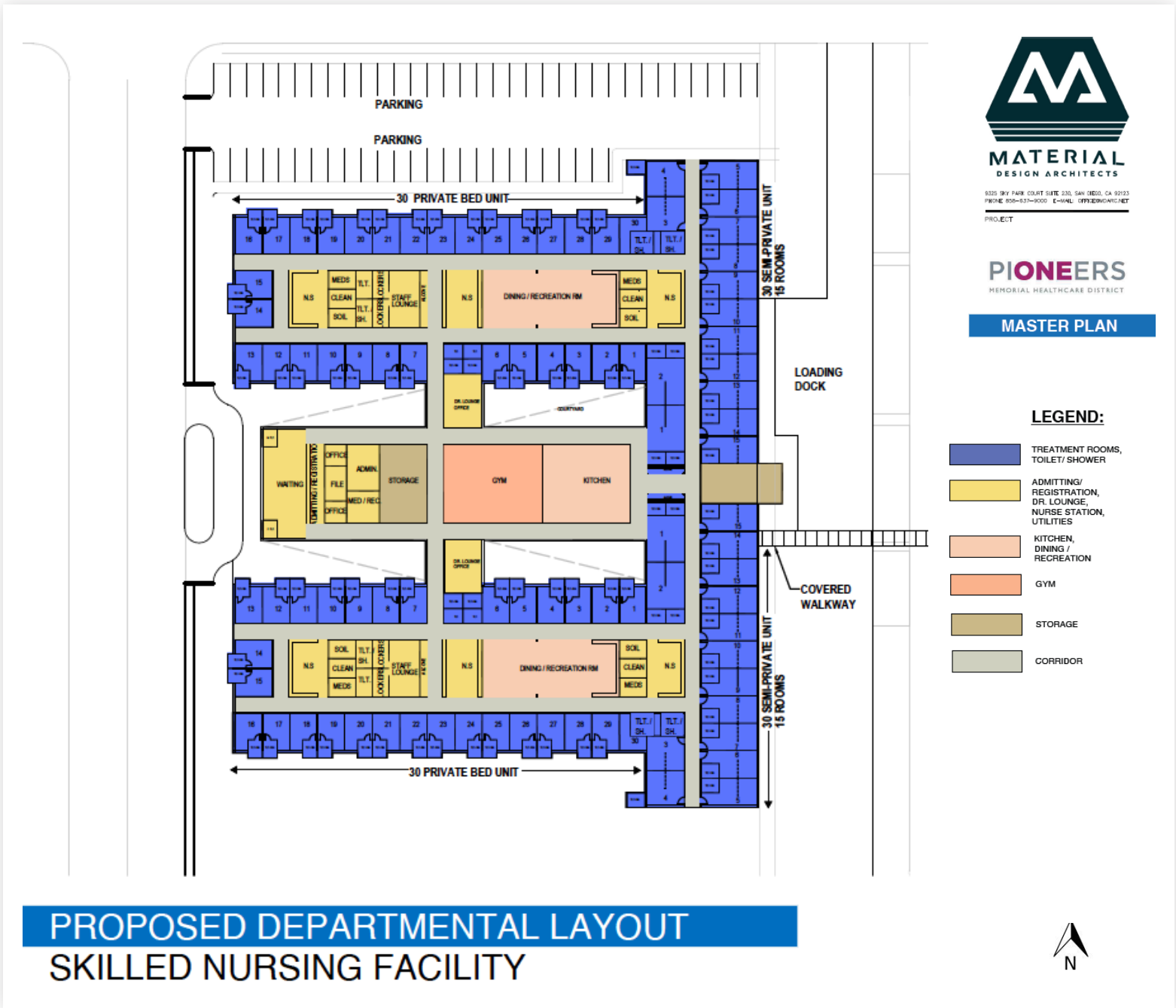
\$19.7M

SOFT COST

+

\$10.1M

CONTINGENCY







# PROPOSED PLAN

## Increased Capacity through Growth

Pioneers Memorial Hospital- IVHD  
New Building & Re-Use Of Existing Hospital  
Summary

	Beds	Existing Total DGSF	"I" Occupancy New DGSF	"I" Occupancy Major Remodel DGSF	"I" Occupancy Minor Remodel DGSF	"S" Occupancy New DGSF	"B" Occupancy Remodel DGSF
Inpatient Nursing Units							
Patient Bed Unit (Med/ Surg)	59	17,850			17,850		
Patient Bed Unit (ICU)	7	4,320			4,320		
Patient Bed Unit (Pediatrics)- Included under Med/Surg	7						
LDRP	10	8,300			8,300		
Post / Ante Partum Bed Unit / Well Baby Nursery	17	6,140			6,140		
NICU	7	2,163			2,163		
Total Built-Out Licensed Beds	107						
Future Patient Bed Units (General Acute)	28		16,485				
Total GAC Licensed Beds (including Future beds)	135						
Future Skilled Nursing Unit	120		71,021				
Additional Licensed Beds	120						
Sub-Total			87,506		38,773		
Diagnostic & Treatment Areas							
Cardio Pulmonary Clinic		1,130	3,199				
Emergency / Urgent Care- <i>including Overflow</i>		14,630	11,633		11,800		
Interventional Radiology / Cath Lab		1,028	3,178		1028		
Pharmacy		1,015		3,724			
Laboratory		2,870		4,186			
Imaging		8,230		2,700	6,650		
Surgical Suite		12,060			14,600		
C-Section		6,400			4,000		
Labor and Delivery		854			854		
Sub Total			18,010	10,610	38,932		
Clinical Support Services							
HLD		0		2,093			
Materials Management		2,420		2,375			
Morgue		0		769			
EVS		0		625			
Storage Facility/ Biomed		200				6,275	
New Tunnel						300	
SPD		3,150			3,200		
Surgical Suite Support Space		900			2,330		
OB Clinical Support		2,443			2,440		
Sub Total			-	5,861	7,970	6,575	
Non-Clinical Support Services							
Lobby / Admitting		3,440		6,891			
Administrative Services		8,013	600				1,444
Surgical Support Admitting		4,565			4,565		
Dietary Kitchen/ Servery/ Dining		3,300		7,020			
OB Admin Support		2,036			2,036		
Sub Total			600	13,911	6,601		1,444
Total Departmental Gross S.F.			105,516	30,382	92,276	6,575	1,444
Building Gross Factor			20%	8%	15%	10%	8%
Total Building Gross S.F.			126,619	32,813	106,117	7,233	1,559



# PROPOSED PLAN

## Increased Capacity through Growth

### El Centro Regional Medical Center

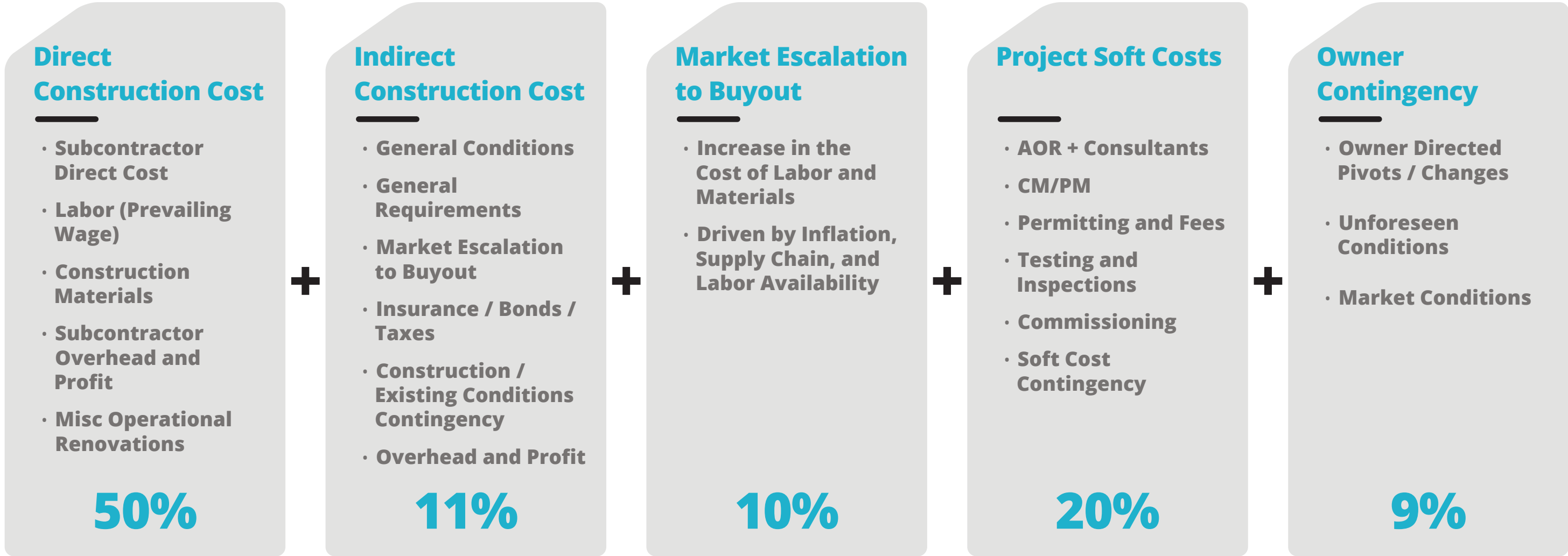
	Beds	Existing Total DGSF	"I" Occupancy Major Remodel DGSF	"I" Occupancy Minor Remodel DGSF	"I" Occupancy Refresh DGSF
<b>Nursing Units</b>					
Psychiatric Ward	12	0	11,404		
Inpatient Rehab	8	0	8,606	0	
Sub Total			20,010	-	
<b>Diagnostic &amp; Treatment Areas</b>					
Emergency / Urgent Care		14,630	14,648		
Retail Pharmacy		1,015		1,419	
Laboratory		2,870	1,500	4821	
Imaging		8,230	4,199	5,234	
Surgical Suite		12,060	8,652		
Sub Total			28,998	11,474	
<b>Total Departmental Gross S.F.</b>			49,008	11,474	
Building Gross Factor			8%	8%	
<b>Total Building Gross S.F.</b>			52,929	12,392	

Total "I" Occupancy Major Remodel	52,929
Total "I" Occupancy Minor Remodel	12,392
Total "I" Occupancy Refresh	0

# EXECUTION

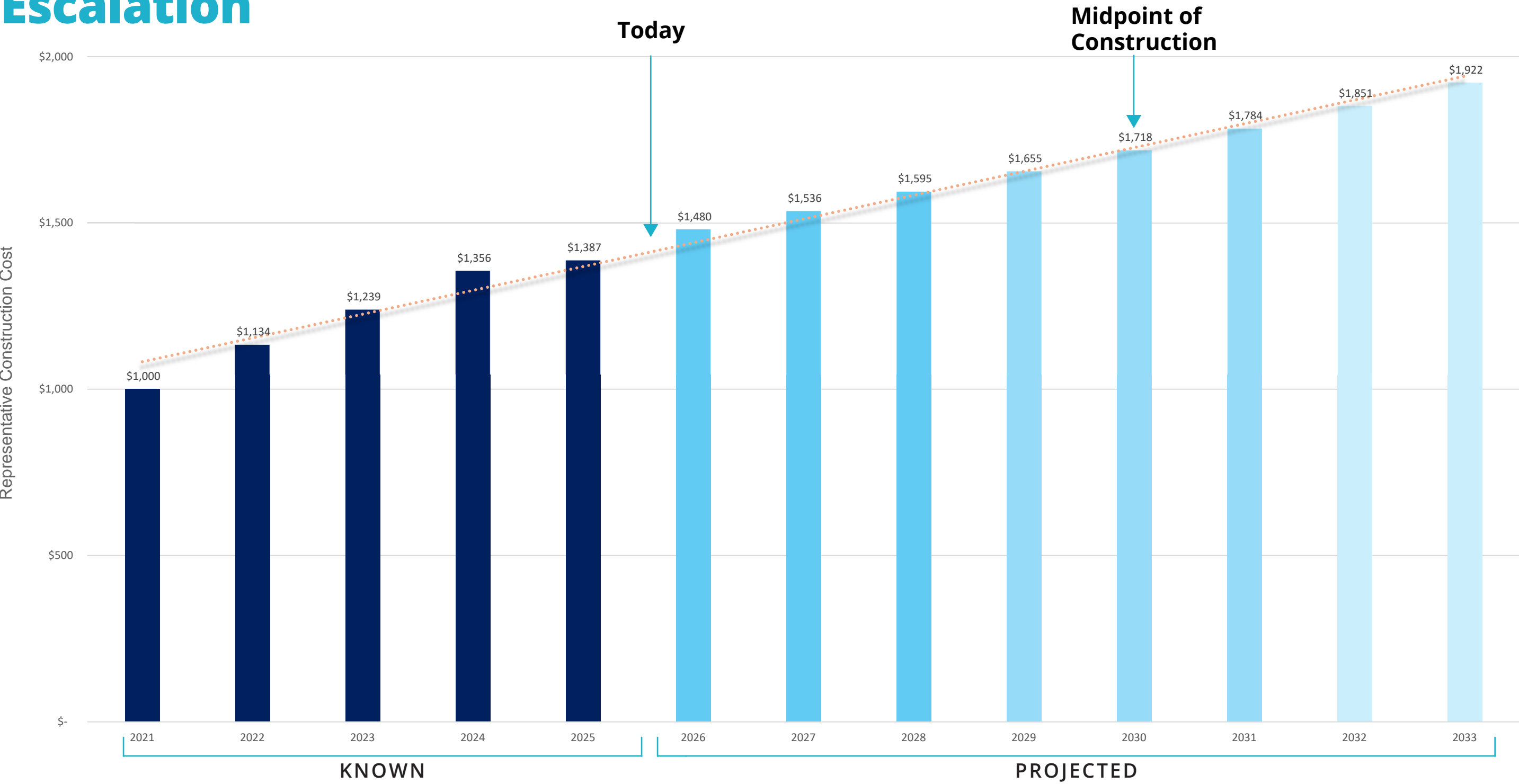
## Cost Estimate Development

Total Costs =



# EXECUTION

## Cost Estimate Development Escalation



# EXECUTION

## Cost Bucketing

### Operational Compliance

#### BUCKET 1

##### Seismic Upgrades (SPC /NPC)

Includes

- SPC-4D Retrofit
- NPC-4 or NPC-4D Retrofit
- NPC-5 Upgrade
- Projects to Mitigate Operational Impacts
- Work to Restore Building to Current Condition from SPC
- Other SPC Related Costs

#### BUCKET 2

##### Operational Compliance (Non-SPC/NPC)

- Critical Care Support Services
  - HLD
  - MAT Management
  - Morgue
  - EVS
  - Storage
  - New Tunnel
- Cost Required to Continue Healthcare Operations
- Includes ADA, Title 24, or other Upgrades Unrelated to SPC or NPC Upgrades
- Cost Required to Continue Building Operations "As-Is"
- Maintenance / End of Life Replacements

#### BUCKET 3

##### Strategic Growth and Renovation

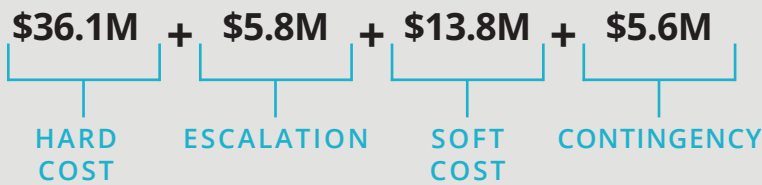
- Costs Required to Expand or Add Services
- Includes New Construction, Additions, and Renovations
- Investment to Respond to Community Needs
- Investment to Achieve Financial Stability

# EXECUTION

## Cost Estimate

### BUCKET 1

#### Seismic Upgrades (SPC /NPC)

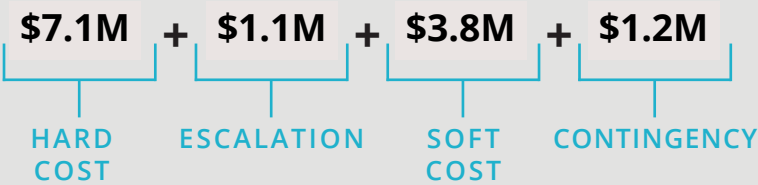


**\$61.3M**

*Includes NPC compliance at ECRMC*

### BUCKET 2

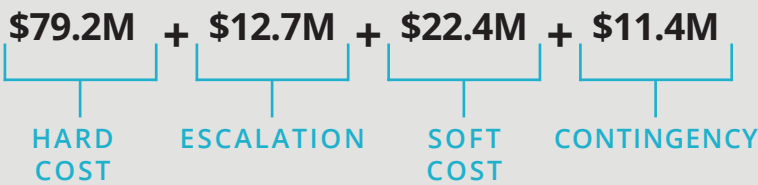
#### Operational Compliance



**\$13.2M**

### BUCKET 3

#### Strategic Growth



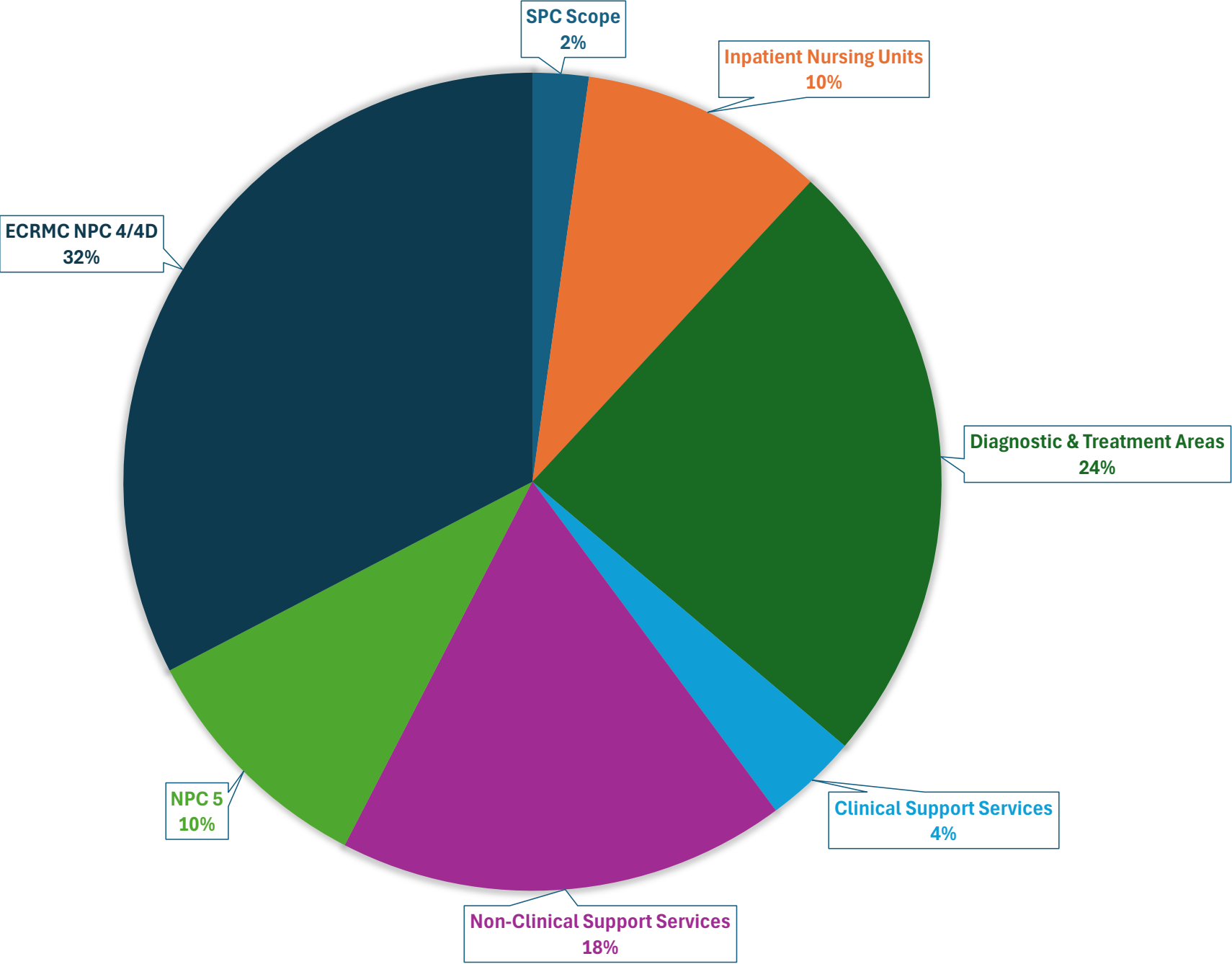
**\$125.7M**

*Does not include new SNF*

# EXECUTION

## Cost Estimate Seismic Upgrades

SPC	Hard Cost	Escalation	Soft Cost	Contingency	Total
SPC Scope	\$ 0.78 M	\$ 0.13 M	\$ 0.32 M	\$ 0.12 M	\$ 1.35 M
NPC 4/4D					
Inpatient Nursing Units	\$ 3.4 M	\$ 0.5 M	\$ 1.4 M	\$ 0.5 M	\$ 5.9 M
Diagnostic & Treatment Areas	\$ 8.6 M	\$ 1.4 M	\$ 3.5 M	\$ 1.4 M	\$ 14.9 M
Clinical Support Services	\$ 1.3 M	\$ 0.2 M	\$ 0.5 M	\$ 0.2 M	\$ 2.3 M
Non-Clinical Support Services	\$ 6.3 M	\$ 1.0 M	\$ 2.6 M	\$ 1.0 M	\$ 10.9 M
NPC 5					
NPC 5	\$ 3.5 M	\$ 0.6 M	\$ 1.4 M	\$ 0.5 M	\$ 6.0 M
ECRMC NPC 4/4D					
ECRMC NPC 4/4D	\$ 12.2 M	\$ 2.0 M	\$ 4.0 M	\$ 1.8 M	\$ 20.0 M
Total	\$ 36.08 M	\$ 5.82 M	\$ 13.83 M	\$ 5.55 M	\$ 61.29 M



# EXECUTION

## Cost Estimate Operational Compliance

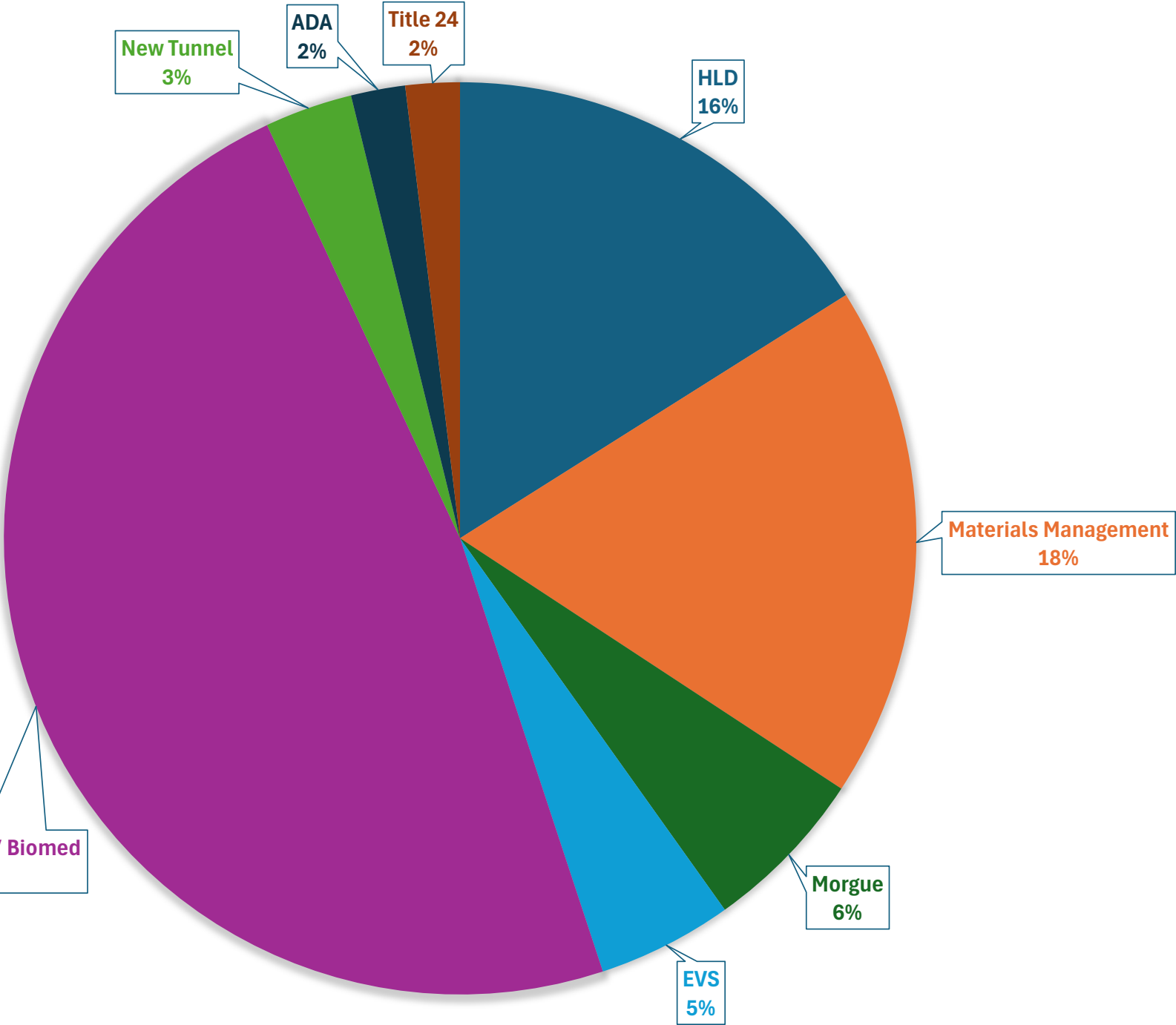
Clinical Support

Services	Hard Cost	Escalation	Soft Cost	Contingency	Total
HLD	\$ 1.1 M	\$ 0.18 M	\$ 0.60 M	\$ 0.19 M	\$ 2.1 M
Materials Management	\$ 1.3 M	\$ 0.21 M	\$ 0.68 M	\$ 0.22 M	\$ 2.4 M
Morgue	\$ 0.42 M	\$ 0.07 M	\$ 0.22 M	\$ 0.07 M	\$ 0.8 M
EVS	\$ 0.34 M	\$ 0.05 M	\$ 0.18 M	\$ 0.06 M	\$ 0.6 M
Storage Facility/ Biomed	\$ 3.4 M	\$ 0.55 M	\$ 1.8 M	\$ 0.58 M	\$ 6.4 M
New Tunnel	\$ 0.22 M	\$ 0.04 M	\$ 0.12 M	\$ 0.04 M	\$ 0.4 M

Miscellaneous

ADA	\$ 0.14 M	\$ 0.02 M	\$ 0.07 M	\$ 0.02 M	\$ 0.3 M
Title 24	\$ 0.14 M	\$ 0.02 M	\$ 0.07 M	\$ 0.02 M	\$ 0.3 M

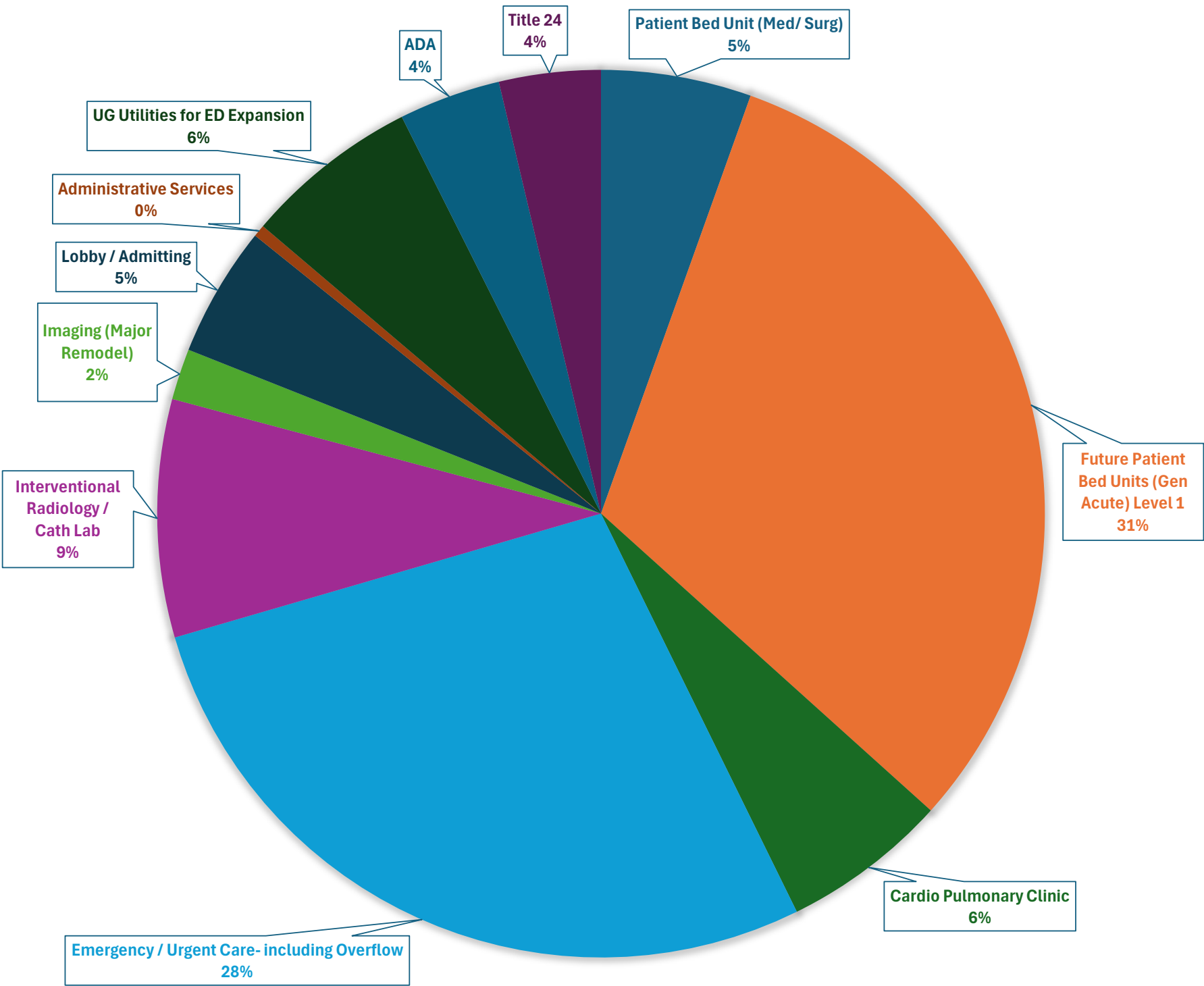
Total                   \$ 7.1 M   \$ 1.1 M   \$ 3.7 M   \$ 1.2 M   \$ 13.2 M



# EXECUTION

## Cost Estimate Strategic Growth

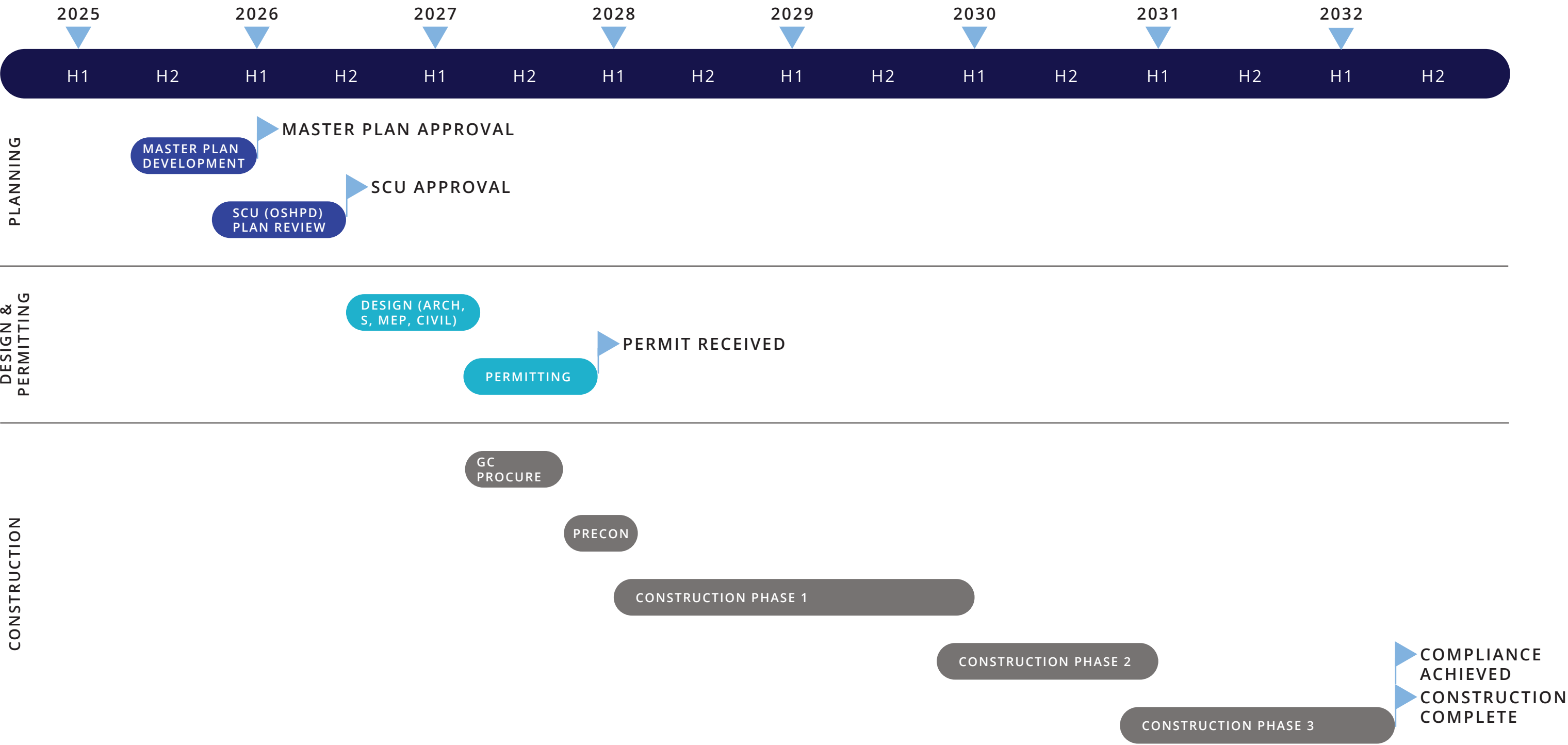
Inpatient Nursing Units	Hard Costs	Escalation	Soft Cost	Contingency	Total
Patient Bed Unit (Med/ Surg)	\$ 4.3 M	\$ 0.7 M	\$ 1.2 M	\$ 0.6 M	\$ 6.9 M
Future Patient Bed Units (Gen Acute) Level 1	\$ 24.7 M	\$ 4.0 M	\$ 7.0 M	\$ 3.6 M	\$ 39.2 M
Diagnostic & Treatment Areas					
Cardio Pulmonary Clinic	\$ 4.8 M	\$ 0.8 M	\$ 1.4 M	\$ 0.7 M	\$ 7.6 M
Emergency / Urgent Care- including Overflow	\$ 22.0 M	\$ 3.5 M	\$ 6.2 M	\$ 3.2 M	\$ 34.9 M
Interventional Radiology / Cath Lab	\$ 6.9 M	\$ 1.1 M	\$ 1.9 M	\$ 1.0 M	\$ 10.9 M
Imaging (Major Remodel)	\$ 1.5 M	\$ 0.2 M	\$ 0.4 M	\$ 0.2 M	\$ 2.3 M
Non-Clinical Support Services					
Lobby / Admitting	\$ 3.8 M	\$ 0.6 M	\$ 1.1 M	\$ 0.5 M	\$ 6.0 M
Administrative Services	\$ 0.4 M	\$ 0.1 M	\$ 0.1 M	\$ 0.1 M	\$ 0.6 M
Supporting Infrastructure					
UG Utilities for ED Expansion	\$ 5.1 M	\$ 0.8 M	\$ 1.4 M	\$ 0.7 M	\$ 8.0 M
Miscellaneous					
ADA	\$ 2.9 M	\$ 0.5 M	\$ 0.8 M	\$ 0.4 M	\$ 4.7 M
Title 24	\$ 2.9 M	\$ 0.5 M	\$ 0.8 M	\$ 0.4 M	\$ 4.7 M
Total	\$ 79.2 M	\$ 12.7 M	\$ 22.4 M	\$ 11.4 M	\$ 125.7 M





# EXECUTION

## Master Plan Schedule





# Imperial Valley Healthcare District Strategic Plan

Board of Directors Meeting  
November 13, 2025

# Imperial Valley Health District Strategic Plan – Strategic Focus Areas



## Operational & Clinical Excellence

- We will **strengthen patient safety, improve clinical outcomes, and enhance operational efficiency** through standardized practices, innovative technologies, and continuous performance improvement



## Growth & Program Development

- We will grow strategically by **developing high-demand service lines, enhancing access to specialty care, and pursuing partnerships** that expand our reach and capabilities
- We will **commit to keeping healthcare and services** in the Imperial Valley Community



## Workforce Development & Recruitment

- We will **recruit top talent, strengthen retention through career growth opportunities, and invest in training, education, and leadership development** to ensure clinical and operational excellence



## Culture & Transformation

- We will commit to **building a culture that prioritizes respect, empathy, and service excellence** in every interaction
- By fostering teamwork, accountability, and a service-first mindset, we will **strengthen trust within our community**

# Preface

*To help review the following strategic overview, here are definitions of the key elements to clarify.*

Goals	Objective & Tactics	Success Measures (KPI's)	Timeline Anticipated Completion
What are we trying to achieve?	What actions will we take to achieve the goal?	How will we measure success? What results do we want to achieve?	When will this be completed or evaluated?
Example: Improve patient quality of care	Objective: Reduce errors or avoidable events Tactic: Implement medication reconciliation	Success: Fewer adverse drug events KPI: Reduce medication error by 20%	Example: Year 1-5

# Strategic Focus – Clinical and Operational Excellence (1 of 2)

*We will strengthen patient safety, improve clinical outcomes, and enhance operational efficiency through standardized practices, innovative technologies, and continuous performance improvement*

**Key:**

- Not Started
- Complete
- In-Progress

Imperial Valley Healthcare District (IVHD) Goals	Objective & Tactics	Success Measure	Anticipated Completion	Owner	(Future) Status
<b>Improve IVHD overall quality and patient safety performance as evidenced by internal quality and CMS Benchmarks</b>	<ul style="list-style-type: none"> <li>Meet and exceed national standards for quality and safety metrics using Centers for Medicare &amp; Medicaid Services (CMS)</li> <li>Assess Leapfrog application and ensure accurate data submitted</li> </ul>	<ul style="list-style-type: none"> <li>Reduce Readmission Rate by 10%</li> <li>Improve Leapfrog Hospital Safety Grade</li> <li>Reduce average length of stay index to baseline target</li> </ul>	Year 1-2	CNO / CEO	
	<ul style="list-style-type: none"> <li>Standardize clinical pathways for sepsis, chest pain, stroke &amp; perioperative antibiotics</li> <li>Reduce potentially avoidable safety events with shared best practices, improved documentation, planning &amp; training</li> </ul>	<ul style="list-style-type: none"> <li>Reduce in-hospital acquired infections by 25%</li> <li>Improve Leapfrog Safety score by 20%</li> </ul>	Year 1	CNO / CEO	
	<ul style="list-style-type: none"> <li>Implement Emergency Department (ED) fast-track pathways and hospitalist alignment to reduce left-without-being-seen and boarding</li> </ul>	<ul style="list-style-type: none"> <li>Reduce ED left-without-being-seen to &lt; 3%</li> <li>Improve CMS STAR rating</li> </ul>	Year 1-2	CNO / CEO	
<b>Achieve Magnet designation from the American Nurses Credentialing Center (ANCC)</b>	<ul style="list-style-type: none"> <li>Complete program requirements required by ANCC: <ul style="list-style-type: none"> <li>Develop timeline and process for application</li> <li>Comprehensive gap analysis and feasibility study</li> <li>Define governance</li> <li>Submit application and associated documentation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Magnet designation by January 2028</li> </ul>	Year 2-3	CNO	

# Strategic Focus – Clinical and Operational Excellence (2 of 2)

*We will strengthen patient safety, improve clinical outcomes, and enhance operational efficiency through standardized practices, innovative technologies, and continuous performance improvement*

## Key:

- Not Started
- Complete
- In-Progress

IVHD Goals	Objective & Tactics	Success Measures	Anticipated Completion	Owner	(Future) Status
<b>Strengthen IVHD financial performance through operational efficiency, cost management, expense reduction</b>	<ul style="list-style-type: none"> <li>Maintain and grow a favorable operating margin</li> </ul>	<ul style="list-style-type: none"> <li>Achieve an operating margin of &gt; 1%</li> <li>Increase net patient revenue by &gt; 3%</li> <li>Manage operating expenses annually by &lt; 3%</li> </ul>	Year 1-5	CEO / CFO	
	<ul style="list-style-type: none"> <li>Optimize labor resource &amp; staffing utilization</li> </ul>	<ul style="list-style-type: none"> <li>Decrease contract labor expense by &gt; 5%</li> <li>Maintain labor costs &lt; = 50% of net revenue</li> </ul>	Year 1-2	CFO / COO	
<b>Achieve optimal synergies in consolidating contracts and purchasing agreements</b>	<ul style="list-style-type: none"> <li>Renegotiate pricing and volume discounts</li> <li>Decrease cost of leases and software agreements</li> </ul>	<ul style="list-style-type: none"> <li>Reduce lease and software agreement expense by 10% in Year 2</li> </ul>	Year 1-2	CFO / IT	
<b>Complete IVHD integration and consolidation of duplicate administrative positions across both campuses (El Centro &amp; Brawley)</b>	<ul style="list-style-type: none"> <li>Consolidate duplicate clinical positions across campuses</li> <li>Align staffing and standardize operating processes as one healthcare enterprise</li> </ul>	<ul style="list-style-type: none"> <li>Review and adopt unified policy and procedures</li> <li>Align positions across system to share coverage, reduce over-time / contract labor expense</li> </ul>	Year 1	CEO / COO	
	<ul style="list-style-type: none"> <li>Improve efficiencies and enhance team structures to adapt to fluctuations in demand and emergent situations</li> </ul>	<ul style="list-style-type: none"> <li>Identify cost efficiencies &gt; \$4.5 million</li> <li>Establish baseline criteria to manage to productivity based on adjusted patient days</li> </ul>	Year 1-2	CFO / COO	
	<ul style="list-style-type: none"> <li>Improve efficiencies and look at opportunities to create different workflows</li> </ul>	<ul style="list-style-type: none"> <li>Reduce supply cost per case/adjusted patient day thru standardization by 20%</li> </ul>	Year 2-3	COO / CFO	

# Strategic Focus – Growth & Program Development

We will grow strategically by developing high-demand service lines, enhancing access to specialty care, and pursuing partnerships that expand our reach and capabilities. We will commit to keeping healthcare and services in the Imperial Valley Community.

## Key:

- Not Started
- Complete
- In-Progress

IVHD Goals	Objective & Tactics	Success Measures	Anticipated Completion	Owner	(Future) Status
Increase the number of IVHD covered lives served in the Imperial Valley community	<ul style="list-style-type: none"> <li>Explore possibility of creating an Independent Physician Association (IPA) for Medicare advantage</li> <li>Explore payor partnership opportunities, i.e., Federally Qualified Health Center (FQHC), physician foundation.</li> </ul>	<ul style="list-style-type: none"> <li>Develop IPA proposal for Medicare Advantage offering</li> </ul>	Year 2-3	CEO / CFO	
	<ul style="list-style-type: none"> <li>Contracting strategy: Renegotiate payor contracts / IPAs</li> </ul>	<ul style="list-style-type: none"> <li>Achieve payor contract rates &gt; 120% MCR</li> </ul>	Year 2-3	CEO / CFO	
Establish and grow select IVHD service line service lines, keeping care in the community	<ul style="list-style-type: none"> <li>Evaluate the development of cancer specialty services and treatments</li> </ul>	<ul style="list-style-type: none"> <li>Increase inpatient admissions up to 25 average daily census</li> <li>Increase outpatient procedures by 2,400 – 4,800 annually</li> <li>Reduce rate of services migrating out of community for targeted DRGs and ASC-eligible procedures 25 - 50%</li> </ul>	Year 1-5	CEO / CFO / COO	
	<ul style="list-style-type: none"> <li>Evaluate appropriate complement of Cardiology / Cath Lab services</li> </ul>		Year 1-5	CEO / CFO / COO	
	<ul style="list-style-type: none"> <li>Evaluate complementary Pulmonary Service offerings</li> </ul>		Year 1-5	CEO / CFO / COO	
	<ul style="list-style-type: none"> <li>Evaluate appropriate complement of Orthopedic Care</li> </ul>		Year 1-5	CEO / CFO / COO	
	<ul style="list-style-type: none"> <li>Evaluate appropriate complement of GI Care</li> </ul>		Year 1-5	CEO / CFO / COO	
	<ul style="list-style-type: none"> <li>Evaluate appropriate complement of Neurology Care</li> </ul>		Year 1-5	CEO / CFO / COO	
Meet state mandated seismic requirements by 2030; design optimal facility plan	<ul style="list-style-type: none"> <li>Evaluate and make recommendation on SPC-4D Construction feasibility</li> </ul>	<ul style="list-style-type: none"> <li>Recommendation in 2030</li> </ul>	Year 5	CEO / COO	
Increase patient access with improved specialty physician care and coverage	<ul style="list-style-type: none"> <li>Evaluate Calexico clinic expansion for Community-Oriented Primary Care (COPC)</li> <li>Evaluate and identify telemedicine coverage opportunities</li> </ul>	<ul style="list-style-type: none"> <li>Increase tele-health visits for specialty care</li> </ul>	Year 1	CEO / CMO	
Develop and improve pipeline of providers	<ul style="list-style-type: none"> <li>Develop Graduate Medical Education (GME) program, training, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Develop a comprehensive plan to outline goals, objectives and resources to establish sustainable program.</li> </ul>	Year 2-4	CEO / CMO	

# Strategic Focus – Workforce Development & Recruitment

*We will enhance organizational stability and efficiency by building a loyal, committed workforce, reducing staffing and premium cost challenges, aligning operations with legislative opportunities, and optimizing contracts and purchasing practices.*

## Key:

- Not Started
- Complete
- In-Progress

IVHD Goals	Objective & Tactics	Success Measures	Anticipated Completion	Owner	(Future) Status
<b>Decrease Number of Vacancies for Hard to Fill Positions</b>	<ul style="list-style-type: none"> <li>Evaluate open and hard to fill positions; identify strategies to address</li> </ul>	<ul style="list-style-type: none"> <li>Reduce attrition of staff leaving &lt; 12 months by 20%</li> <li>Reduce overall turnover rate by 20%</li> </ul>	Year 2-3	CHRO	
	<ul style="list-style-type: none"> <li>Create a database of schools with programs for hard to fill positions</li> </ul>	<ul style="list-style-type: none"> <li>Improve effectiveness of recruitment process by Increase in number of candidates per hired position</li> <li>Quantify successful candidates generated thru programs identified</li> </ul>	Year 2-5	CHRO	
<b>Create and enhance a culture of loyalty and commitment</b>	<ul style="list-style-type: none"> <li>Encourage new ideas / processes to enhance efficiency before requesting new requisition</li> </ul>	<ul style="list-style-type: none"> <li>Improve employee retention rate by 10%</li> </ul>	Year 1-5	CHRO	
<b>Develop strategic relationships with training programs for a certifications, serving community needs too</b>	<ul style="list-style-type: none"> <li>Develop strategize to mitigate use of premium pay.</li> </ul>	<ul style="list-style-type: none"> <li>Reduce agency spend by up to 50%</li> </ul>	Year 1-3	CHRO / COO	
	<ul style="list-style-type: none"> <li>Facilitate and expedite hiring of hard to fill positions</li> </ul>	<ul style="list-style-type: none"> <li>Reduce time to fill open positions by 21 days</li> </ul>	Year 1-3	CHRO	
	<ul style="list-style-type: none"> <li>Establish rural residency tracks and APP post-graduate fellowships in hospital medicine, perioperative care and primary care</li> <li>Evaluate bilingual differentials, loan-repayment support, tuition assistance, and clinical ladders for nurses and allied health.</li> </ul>	<ul style="list-style-type: none"> <li>Identify potential 2+ partners to jointly develop training programs</li> </ul>	Year 1	CHRO	



# Strategic Focus – Culture & Transformation

*We will foster a unified, high-performing culture by providing patients with excellent care.*

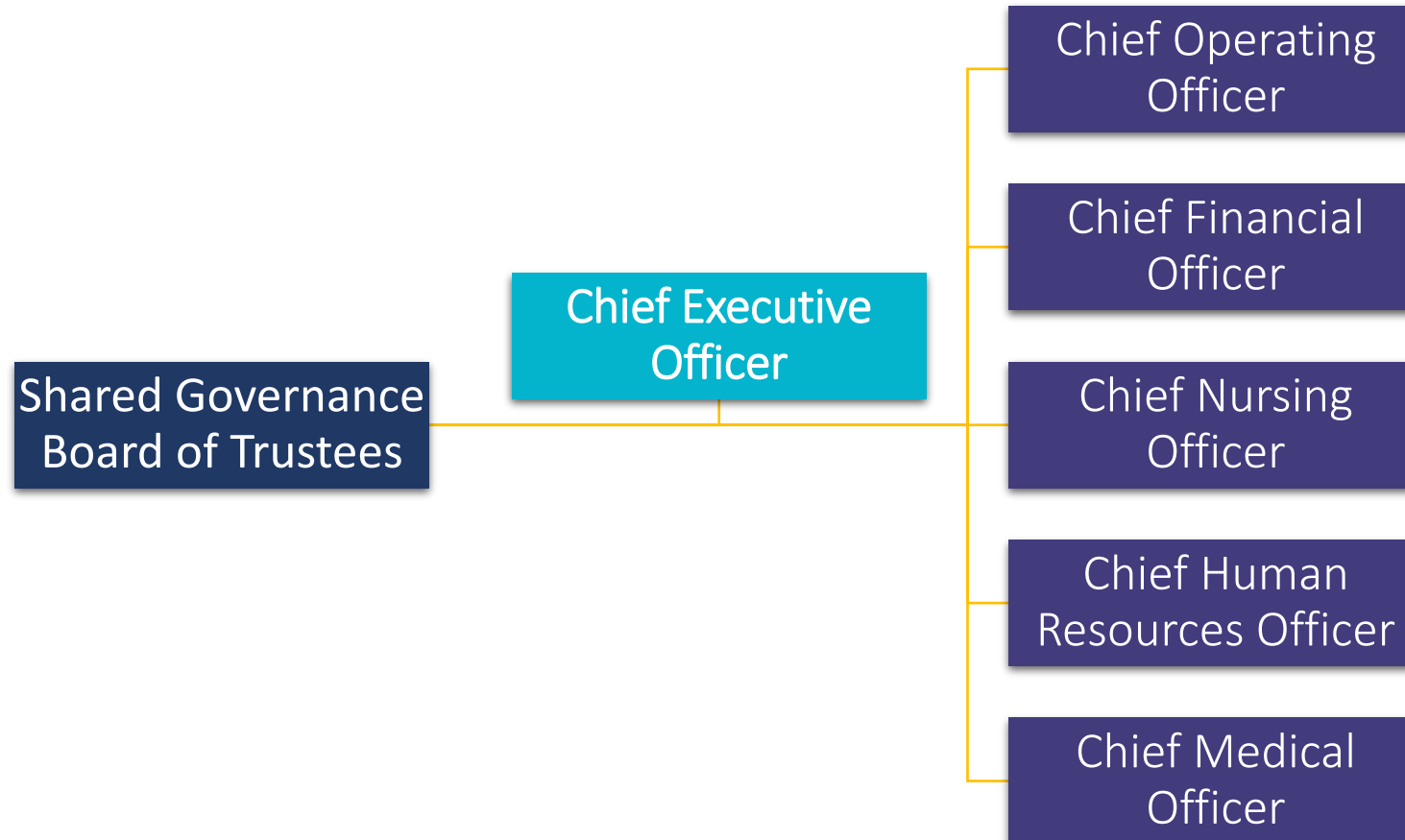
**Key:**

- Not Started
- Complete
- In-Progress

IVHD Goals	Objective & Tactics	Success Measures	Anticipated Completion	Owner	(Future) Status
<b>Create a Culture based on Patient Safety and Customer Service Excellence</b>	<ul style="list-style-type: none"> <li>• Create a blame-free culture by ensuring organization-wide adoption of Just Culture</li> <li>• Implement process for case reviews across the entire system</li> <li>• Share best practice and lessons learned</li> </ul>	<ul style="list-style-type: none"> <li>• Implement staff satisfaction survey</li> <li>• Target staff survey completion rate &gt; 70%</li> <li>• Implement action plans to respond to survey results</li> </ul>	Year 1-2	CEO / CHRO	
	<ul style="list-style-type: none"> <li>• Develop provider scripts (questions &amp; observations) to gather information on patient rounding. Rely on best practices and data-driven reporting.</li> <li>• Ensure efficient and safe handoff of care between nurses by involving patients and family</li> </ul>	<ul style="list-style-type: none"> <li>• Improve HCAHPS &amp; CAHPS scores to meet and exceed 90th percentile</li> <li>• Achieve MD rating to meet and exceed 80th percentile</li> </ul>	Year 1 – 5	CNO	
	<ul style="list-style-type: none"> <li>• Rollout TeamSTEPPS to all IVHD departments of physicians to improve communications and reduce errors</li> </ul>	<ul style="list-style-type: none"> <li>• Reduce number of never events by 10%</li> </ul>	Ongoing	Director of Quality	
	<ul style="list-style-type: none"> <li>• Employees will recognize and adopt the Customer Experience Initiative</li> <li>• Provide comprehensive customer service training.</li> </ul>	<ul style="list-style-type: none"> <li>• Reduce negative service complaints to zero</li> </ul>	Year 1 / Ongoing	CEO / CHRO	

# Organization Chart

*To integrate the healthcare system in the Imperial Valley through shared governance that will align leadership, strengthen collaboration, improve decision-making, and best serve our community.*





# Strategic Plan: Imperial Valley Healthcare District

Consolidation & Integration (2025–2030)

## Purpose, Vision, and Guiding Principles

The Imperial Valley has historically faced healthcare disparities impacting primarily low-income residents, many of whom are immigrant farmworkers. The Imperial Valley Healthcare District (IVHD) was created to change that trajectory by unifying services, coordinating care, and lowering barriers so residents can receive safe, reliable care close to home. Established through state legislation, IVHD provides the governance and operating backbone for a single, integrated system that can expand essential services, align standards across sites, and invest sustainably in the health of our bilingual, cross-border community.

Today, two hospitals serve the entire county, and both face financial and infrastructure pressures that impede timely repairs and modernization. Pioneers Memorial Hospital (PMH) and El Centro Regional Medical Center (ECRMC)'s consolidation under IVHD enables coordinated medical services, streamlined contracting, and reduced administrative overhead that together can yield substantial cost savings and reinvestment capacity. In addition, the unified system is expected to qualify as a sole community hospital across two campuses, potentially improving Medicare reimbursement and strengthening the financial foundation required to keep care local, modernize facilities, and deliver better outcomes for patients.

### Vision

To create a resilient, integrated rural health system that delivers equitable, high-quality, and accessible care to all residents, while sustaining financial viability and workforce strength.

By 2030, IVHD will be the trusted, first-choice system for Imperial County: a two-campus, one-system model that integrates hospitals, clinics, emergency and urgent care, behavioral health, diagnostics, and virtual care services. Clinical programs will be right-sized for local needs and seamlessly connected to UC San Diego Health for tertiary and quaternary care. Patients will navigate the system with real-time guidance, and caregivers will choose IVHD because it is a great place to train and work.

### Guiding Principles

**Community first; academic powered:** Commit to enhancing, not replacing, care in Imperial Valley.

**One-team culture:** Unite former competitors under a shared mission, using transparency and collaboration

**Equity and access:** Prioritize access for vulnerable and underserved populations

**Sustainable innovation:** Build models that improve quality and reduce long-term cost burdens.

## Community Need and Current State

Following the passage of California state legislation AB 918, Pioneers and El Centro District leadership began to develop a plan to address the rural health challenges in the Imperial Valley and improve healthcare access for a community that is challenged with geographic, economic, and systemic factors. Like many rural communities, the Imperial Valley does not have adequate healthcare facilities or providers to serve the healthcare needs of the population. Specifically limited is the availability of specialized care, often leading patients to leave their community to seek care.

### Who we serve

Imperial Valley is home to resilient, tight-knit communities whose strength is reflected in families, schools, small businesses, and the everyday ways neighbors look out for one another. Many residents speak both Spanish and English and carry deep pride in their heritage and the Valley's agricultural and cross-border identity. Our health system must echo that spirit. It must be welcoming and easy to navigate for first-time visitors and long-time patients alike.

At the same time, we acknowledge real barriers that make staying healthy harder than it should be. Transportation can be unreliable or expensive, clinic hours are not always convenient for our patients, and infrastructure gaps make alternative care models inconsistent. Chronic conditions such as diabetes, high blood pressure, obesity, asthma/chronic obstructive pulmonary disease (COPD), and kidney disease are more common here, and many families juggle multiple caregiving responsibilities. Behavioral health needs are significant and often show up in emergency settings because timely appointments elsewhere are limited. IVHD exists to change this, with humility and respect.

### Healthcare Landscape

As the healthcare districts have historically operated independently, and at times competed, care can feel fragmented. Some services are offered at one hospital but not the other; some clinics have long wait-times while others have capacity at inconvenient times. Since 2019, inpatient admissions have trended down while emergency departments remain busy, with many visits related to conditions that could be handled in primary or urgent care if access were easier. Many patients travel to San Diego or Coachella Valley for procedures that could be safely provided locally if equipment reliability, staffing, and clinical pathways were consistent. That travel is hard on families. It means lost work time, child-care challenges, gas costs, and stress. We recognize those trade-offs and will measure our progress by how often patients can receive excellent care close to home.

Within the hospitals, we see opportunities to use existing space more effectively. Inpatient beds are often available, but throughput, staffing patterns, and discharge processes create bottlenecks. Procedural areas such as gastrointestinal/endoscopy show clear potential if we add session capacity, optimize room turnover, and align anesthesia coverage. These are practical fixes that patients will feel: fewer delays, clearer instructions, and a smoother experience from the first call to the ride home.

### Why it matters

Health is personal. When care is delayed or far away, patients postpone important visits, miss screenings, and end up in the hospital for problems that could have been managed earlier. That impacts families and strains a system that already works hard to serve everyone who walks through its doors. By unifying services under IVHD and partnering with UC San Diego Health, we can reduce avoidable travel, bring specialty expertise to the Valley, and support the clinicians who have dedicated their careers to this community.

Most importantly, this plan is about trust. Patients should be able to count on us for safe, accessible, and timely care in their language of choice. Our teams live here too. We share the pride people feel for Imperial Valley and the determination to build a health system worthy of that pride.

## Strategic Plan Design

This strategic plan is designed as a single, integrated roadmap that unifies the PMH and ECRMC into one coordinated system while addressing the community's most pressing needs for access, quality, equity, and sustainability. By standardizing operations, strengthening the care continuum, expanding telehealth and mobile access, and engaging residents through community-based partnerships, the plan ensures that services are delivered closer to home, outcomes improve, and resources are used responsibly.

To enable execution of this unified strategy and to keep care local, reliable, and worthy of the community's trust, the plan relies on:

- **Governance and Leadership:** A unified board provides transparent, timely decisions and invests in leadership development to align strategy, operations, and accountability across the system.
- **Workforce and Culture:** Retention strategies, cross-training, and role flexibility build a high-performing workforce grounded in a culture of excellence, safety, and accountability.
- **Technology and Innovation:** Expanded telehealth, secure interoperable data, and analytics-driven decision-making improve access, quality, and compliance while enabling continuous innovation.
- **Community Engagement:** Local advisory councils, health-literacy outreach, and partnerships with schools, businesses, and faith organizations ensure programs reflect community priorities and strengthen trust.
- **Financial Sustainability:** Revenue diversification, proactive grant and philanthropy strategies, and disciplined cost containment deliver stable margins and reinvestment capacity.

## Strategic Priorities, Objectives, and Outcomes



### Operational and Clinical Excellence

Restore reliability in day-to-day operations while reducing unwarranted variation in quality and cost.

#### Goals

- Improve IVHD overall quality and patient safety performance as evidenced by internal quality and Centers for Medicare and Medicaid Services (CMS) benchmarks
- Achieve Magnet designation from the American Nurses Credentialing Center (ANCC) by 2028
- Strengthen IVHD financial performance through operational efficiency, cost management, expense reduction
- Achieve optimal synergies in consolidating contracts and purchasing agreements
- Complete IVHD integration and consolidation of duplicate administrative positions across both campuses at (El Centro & Brawley)

#### Outcomes and Measures

- Improve Leapfrog Hospital Safety Grade
- Reduce readmissions by 10%
- Reduce average length of stay index to baseline target
- Reduce Emergency Department (ED) left-without-being-seen to < 3%
- Reduce hospital-acquired infection rates by 25% (i.e., HAPI, CAUTI, CLABSI)
- Achieve an operating margin of > 1%
- Manage operating expenses annually by < 3%
- Decrease contract labor expense by > 5%



## Clinical Program Development

Goal: Build reliable, right-sized specialty programs that capture retainable demand and meet safety standards.

### Goals

- Increase the number of IVHD covered lives served in the Imperial Valley community
- Establish and grow select IVHD specialty services, keeping care in the community
  - **Cardiovascular:** Stabilize medical cardiology services at ECRMC and concentrate interventional cardiology and electrophysiology studies (EP) at PMH with explicit case criteria and quality oversight. Stand up heart-failure clinic and cardiopulmonary rehab and deploy remote monitoring for high-risk patients.
  - **Orthopedic Surgery:** Launch high-volume, lower-acuity surgical blocks locally with partner staffing models and align anesthesia coverage and post-operative follow-up.
  - **Gastrointestinal:** Add session capacity, improve room turnover and scope reprocessing, and implement open-access colon cancer screening with navigation.
  - **Neurology:** Increase the availability and specialization of neurological services to address outmigration and meet the growing need in Imperial Valley.
  - **Cancer:** Offer comprehensive services with coordinated care and treatments with access to education, research, clinical trials and innovative technologies, providing options for patients to receive the latest advancements in cancer care.
- Meet state mandated seismic requirements by 2030; design optimal facility plan
- Increase patient access with improved specialty physician care and coverage
- Develop and improve pipeline of providers

### Outcomes and Measures

- Achieve improvements in payor contract rates > 120% Medical Cost Ratio (MCR)
- Increase inpatient admissions up to 25 patients per day
- Increase outpatient procedures by 2,400–4,800 annually
- Reduce rate of services migrating out of community for targeted diagnosis-related groups (DRGs) of inpatient hospital services and ambulatory surgery center or outpatient eligible procedures 25 - 50%



- Reduce the number of patients transferred for specialty care
- Increase number of new provider recruits and improve retention and turnover



### **Workforce Recruitment and Development**

Goal: Create a durable pipeline that reduces vacancies and reliance on agency staffing while building bilingual, community-rooted teams.

#### **Goals**

- Decrease number of vacancies for hard to fill positions
- Create and enhance a culture of loyalty and commitment
- Develop strategic relationships with training programs for certifications that also serve other community needs

#### **Outcomes and Measures**

- Reduce staff attrition in first 12 months by 20%
- Reduce vacancy rates by 20%
- Increase number of new recruits for clinical positions
- Reduce agency spend by 50%
- Reduce time-to-fill positions by twenty-one days
- Stabilize call panels in cardiology, gastrointestinal, orthopedics, anesthesia, and other key medicine subspecialties.



### **Cultural Transformation**

Goal: Build a culture that prioritizes respect, empathy and service excellence. Foster teamwork, accountability and a service-first mindset to strengthen trust within our community

#### **Goals**

- Create a Culture based on Patient Safety and Customer Service Excellence.

#### **Outcomes and Measures**

- Implement staff satisfaction survey and achieve better than 70% response rate
- Develop plans to respond to satisfaction results
- Improve Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) survey measuring patients' perceptions to meet and exceed 90<sup>th</sup> percentile
- Reduce number of never events by 10%

- Reduce negative service complaints to zero

## Implementation Roadmap and Milestones

### Phase I: Stabilize and Align (0–6 months)

IVHD will move from concept to execution by developing business plans for priority services and exploring targeted expansions for specialty services and enhanced outpatient diagnostics, all within a clear governance and leadership structure for the integrated system and a robust, ongoing engagement process with patients, providers, and community leaders. In the near term, this work will produce concrete outcomes: a transition steering committee with representation from all merging entities, a unified mission, vision, and values that anchor decisions, a comprehensive inventory of services, facilities, workforce, and information technology systems to reveal gaps and redundancies, and a structured cultural integration and change-management program that prepares teams to operate as one system while delivering early, visible wins for the community.

### Phase II: Integrate and Build (6–24 months)

IVHD will operate as one coordinated system by standardizing clinical and administrative operations, expanding access through telehealth and mobile services, and streamlining referrals through a single, bilingual front door that routes patients to the right site of care. Working with local providers, we will codify integrated care pathways and clear criteria and transfer conditions for gastrointestinal procedures, cardiac cases, and the Breast Center, while consolidating duplicative services without compromising essential local access. To make this real, we will deploy a shared Electronic Health Record (EHR) and analytics backbone for interoperability, stand up referral networks anchored by a centralized access, and invest in broadband connectivity and telemedicine platforms that reach underserved neighborhoods. At the same time, we will strengthen the workforce through rural residency tracks, advanced practice provider (APP) fellowships, and targeted recruitment pipelines so teams are trained, supported, and available where patients need them.

### Phase III: Optimize and Grow (24–60 months)

IVHD will measurably improve health outcomes and the patient experience while achieving long-term financial stability by aligning care delivery with value-based models and deep community partnerships. We will participate in accountable arrangements such as Accountable Care Organizations (ACOs) and clinically integrated networks, expand integrated behavioral health and chronic disease management, and use shared analytics to identify gaps, reduce avoidable utilization, and drive continuous quality improvement. Community-based targeted population health initiatives will connect patients to transportation, nutrition, housing, and benefits support, ensuring care plans are realistic and equitable. Together, these efforts create a coordinated system that delivers better results at lower total cost and strengthens trust between IVHD, our providers, and the communities we serve.

## Better Together.

# HEALTHCARE TERMINOLOGY GLOSSARY

## A

<b>Academic Medical Center (AMC)</b>	A group of related institutions including a teaching hospital or hospitals, a medical school and its affiliated faculty practice plan, and other health professional schools.
<b>Access</b>	A patient's ability to obtain medical care. The ease of access is determined by components such as the availability of medical services and their acceptability to the patient, availability of insurance, the location of health care facilities, transportation, hours of operation, affordability and cost of care.
<b>Accreditation</b>	Approval by an authorizing agency for institutions and programs meeting or exceeding a set of predetermined standards
<b>Acuity</b>	Degree or severity of illness
<b>Acute Care</b>	Hospital care given to patients who generally require a stay of several days that focuses on a physical or mental condition requiring immediate intervention and constant medical attention, equipment and personnel
<b>Adjusted Patient Days</b>	Annual patient days adjusted by a ratio of outpatient revenue to total revenue. This allows hospitals to account for both inpatient and outpatient activity.

## C

<b>Case Management</b>	A system of assessment, treatment planning, referral and follow-up that ensures the provision of services according to patients' needs. It also can include the coordination of payment and reimbursement for care.
<b>Case Mix</b>	The distribution of patients into categories reflecting differences in severity of illness or resource consumption
<b>Case Mix Index</b>	A measure of relative severity of medical conditions of a hospital's patients
<b>Census</b>	The number of patients, excluding newborns, receiving care each day during a reporting period
<b>Chronic Disease</b>	A disease that has one or more of the following characteristics: is permanent; leaves residual disability; is caused by nonreversible pathological alternation; requires special training of the patient for rehabilitation; or may be expected to require a long period of supervision, observation or care
<b>Community Health Needs Assessment</b>	Technique for developing a profile of community health that measures factors inside and outside the traditional medical service and public health definitions and practices. Needs assessments identify gaps in health care services; identify special targeted populations; identify health problems in the community; identify barriers to access to health care services and estimate projected future needs.

## HEALTHCARE TERMINOLOGY GLOSSARY

<b>Comorbidity</b>	A pre-existing condition that, linked to a principal diagnosis, causes an increase in the length of stay by at least one day in approximately 75 percent of cases
<b>Copayment</b>	A type of cost-sharing which requires the insured or subscriber to pay a specified flat dollar amount, usually on a per-unit-of-service basis, with the third-party payer reimbursing some portion of the remaining charges
<b><u>D</u></b>	
<b>Deductible</b>	Out-of-pocket expenses that must be paid by the health insurance subscriber before the insurer will begin reimbursing the subscriber for additional medical expenses
<b>Diagnosis Code</b>	Corresponds to the principal diagnosis chiefly responsible for causing hospitalization plus additional conditions that coexisted at the time of admission or developed subsequently that affected the treatment received or the length of stay
<b>Diagnosis Related Group (DRG)</b>	A hospital classification system that groups patients by common characteristics requiring treatment.
<b><u>E</u></b>	
<b>Emergency Department (ED)</b>	The component of a health care organization responsible for delivering emergency services
<b>Emergency Medical Treatment And Labor Act (EMTALA)</b>	A federal law mandating that all patients who come to a hospital's emergency department must receive appropriate medical screening regardless of their ability to pay. The law requires patients to be stabilized before they are transferred to another facility.
<b><u>F</u></b>	
<b>Federally Qualified Health Center (FQHC)</b>	Medicare-approved facilities that receive or are eligible to receive funding under one of three public health service act (PHSA) grant programs. FQHCs primarily provide part b services and some preventive services not covered by Medicare.
<b>Fee-For-Service</b>	The traditional payment method for health care services whereby patients pay doctors, hospitals and other providers directly for services rendered
<b>Fee Schedule</b>	A comprehensive fee listing used by either a health care plan or the government to reimburse providers on a fee-for-service basis

## HEALTHCARE TERMINOLOGY GLOSSARY

<b>Full-Time Equivalent (FTE)</b>	A standardized accounting of the numbers of full-time and part-time employees
<b><u>G</u></b>	
<b>Governance</b>	The legal authority and responsibility for the public health system.
<b>Governing Body</b>	The legal entity ultimately responsible for hospital policy, organization, management, and quality of care. Also called the governing board, board of trustees, commissioners, or directors. The governing body is accountable to the owners(s) of the hospital, which may be corporation, the community, local government, or stockholders.
<b>Graduate Medical Education (GME)</b>	Medical education as an intern, resident or fellow after graduating from a medical school
<b><u>H</u></b>	
<b>Hospital Acquired Condition (HAC)</b>	Serious conditions that patients may get during an inpatient hospital stay and is not covered by Medicare
<b>Hospitalist</b>	Physician specialists in inpatient medicine who spend at least 25 percent of their professional time serving as the physicians-of-record for inpatients, returning the patients back to the care of their primary care providers at the time of hospital discharge
<b>Health Maintenance Organization (HMO)</b>	Type of health insurance plan that provides healthcare services through a network of doctors and hospitals An HMO plan requires members to choose a primary care physician (PCP) who coordinates all healthcare services. Members must obtain referrals from their PCP to see specialists, and out-of-network care is generally not covered unless it's an emergency.
<b><u>I</u></b>	
<b>Incidence</b>	The frequency of new occurrences of a condition within a defined time interval. The incidence rate is the number of new cases of specific disease divided by the number of people in a population during a specified period of time, usually one year.
<b>Independent Practice Association (IPA)</b>	A health care delivery model in which an association of independent physicians contracts with health maintenance organizations and preferred provider organizations for physicians' services. IPA physicians practice in their own offices and continue to see fee-for-service patients.
<b>Inpatient</b>	An individual who has been admitted to a hospital for at least 24 hours

## HEALTHCARE TERMINOLOGY GLOSSARY

<b>Integrated Delivery System</b>	Collaboration between physicians and hospitals for a variety of purposes. Some models of integration include physician-hospital organizations, management-service organizations, group practices without walls, integrated provider organizations and medical foundations.
<b>Intensive Care Unit (ICU)</b>	A unit of a hospital for the treatment and continuous monitoring of patients with life-threatening conditions
<b>J</b>	
<b>The Joint Commission (TJC)</b>	Founded in 1951, the joint commission evaluates and accredits health care organizations in the united states, including hospitals, health plans and other care organizations providing home care, mental health care, laboratory, ambulatory care and long-term services.
<b>L</b>	
<b>Length of Stay (LOS)</b>	The number of days a patient stays in a hospital or other health care facility
<b>M</b>	
<b>Magnetic Resonance Imaging (MRI)</b>	A diagnostic technique that uses radio and magnetic waves, rather than radiation, to create images of body tissue and to monitor body chemistry
<b>Managed Care</b>	Systems and techniques used to control the use and cost of health care services; a general term for organizing doctors, hospitals and other providers into groups to enhance the quality and cost-effectiveness of health care
<b>Managed Care Organization</b>	Entities that serve Medicare or Medicaid beneficiaries on a risk basis through a network of employed or affiliated providers. The term generally includes HMOs, PPOs and point of service plans. Other organizations may establish managed care programs to respond to Medicaid managed care. These organizations include federally qualified health centers, integrated delivery systems and public health clinics.
<b>Managed Care Plan</b>	In most managed care plans, patients only can visit doctors, specialists or hospitals on the plan's list except in an emergency. Plans must cover all Medicare part a and part b health care. Some managed care plans cover extra benefits, such as extra days in the hospital.
<b>Medicaid</b>	A state-administered program funded partly by the federal government that provides health care services for certain low-income persons and certain aged, blind or disabled individuals. The program is approximately a 40/60 state/federal match.
<b>Medicare</b>	A federally funded program providing health insurance primarily for individuals ages 65 and older entitled to social security — <a href="http://www.medicare.gov">www.medicare.gov</a>

## HEALTHCARE TERMINOLOGY GLOSSARY

<b>Medicare Advantage</b>	A program under which eligible Medicare enrollees can elect to receive benefits through a managed care program that places providers at risk for those benefits
<b>Morbidity</b>	Incidents of illness and accidents in a defined group of individuals
<b>Morbidity Rate</b>	The rate of illness in a population. The number of people ill during a time period divided by the number of people in the total population.
<b>Mortality</b>	Incidents of death in a defined group of individuals
<b>Mortality Rate</b>	The death rate often made explicit for a particular characteristic, such as gender, sex or specific cause of death. Mortality rate contains three essential elements: the number of people in a population exposed to the risk of death (denominator), a time factor and the number of deaths occurring in the exposed population during a certain time period (the numerator).
<b><u>O</u></b>	
<b>Occupancy Rate</b>	A measure of inpatient health facility use, determined by dividing available bed days by patient days. It measures the average percentage of a hospital's beds occupied and may be institution wide or specific for one department or service.
<b>Operating Margin</b>	Margin of net patient care revenues in excess of current operating requirements
<b>Outlier</b>	A patient case that falls outside of the established norm for diagnosis related groups
<b>Outpatient</b>	A person who receives health care services without being admitted to a hospital
<b><u>P</u></b>	
<b>Patient Days</b>	Each calendar day of health care provided to a hospital inpatient under the terms of his or her insurance, usually beginning at midnight
<b>Payer</b>	A public or private organization that pays for or underwrites coverage for health care expenses
<b>Point-Of-Service (POS)</b>	An insurance plan where members need not choose how to receive services until the time they need them, also known as an open-ended HMO



## HEALTHCARE TERMINOLOGY GLOSSARY

**Positron Emission Tomography (PET)** An imaging technique that tracks metabolism and responses to therapy; used in cardiology, neurology and oncology; particularly effective in evaluating brain and nervous system disorders

**Pre-Existing Condition** An illness or other medical condition that a patient has experienced before the effective date of insurance coverage

**Preferred Provider Organization (PPO)** A panel of physicians, hospitals and other health care providers of services to an enrolled group for a fixed periodic payment A PPO plan offers more flexibility, allowing members to see any doctor or specialist without needing a referral.

**Prevalence** The number of existing cases of a disease or condition in a given population at a specific time

**Referral** Written approval from a primary care physician for a patient to see a specialist or receive certain services. In many Medicare managed care plans, patients need a referral before obtaining care from anyone except a primary care physician. Plans may not pay for care without a referral.

### T

**Telemedicine** Health care consultation and education using telecommunication networks to transmit information

**Tertiary Care** Highly specialized care given to patients who are in danger of disability or death

**Turnover** The rate at which an employer loses staff.

1. Voluntary turnover is when the employee initiates the termination. Some examples of “voluntary resignation” or termination would be those occurring as a result of new job, dissatisfaction, personal reasons, retirement or returning to school.
2. Involuntary turnover is when the employer initiates the termination. Some examples of “involuntary resignation” or termination would be those occurring as of result of: absenteeism, conduct, failed to obtain license, reduction in workforce, layoffs or reorganization

## **Imperial Valley HEALTHCARE DISTRICT**

**BOARD MEETING DATE:** November 13<sup>th</sup>, 2025

**SUBJECT:** Authorization to approve Amendment of Professional Service Agreement for Roukaya T. Hassanein.

**BACKGROUND:** This agreement is for General Surgery Services, including specifically Gastrointestinal Endoscopy services (Specialty), ERCP and Emergency On-call services for Imperial Valley Health Care District. Initial term was for 3-years with Year 3 move to wRVU compensation model. Amendment to extend Year 1 and 2 base compensation model.

**KEY ISSUES:**

Physician shall provide a minimum of (8 hours) per day, four days per week of General Surgery & gastrointestinal endoscopy services (ERCP) in the Hospital, clinics and/or operating rooms. Physician shall be compensated as follows:

- Year 3 & 4 at \$407,200 per year base compensation and \$69.48 per wRVU incentive bonus after 1,300 wRVU's per quarter.

Emergency On-Call Coverage Services:

- Practitioner shall provide (7) days per calendar month.
- 7 days included in PSA compensation.
- Additional coverage
  - Weekdays/Weekends at (\$1500) for each 24-hour period

**CONTRACT VALUE:** approximately \$500,000 annually value varies depending on wRVU incentives and demands and on-call demands.

**CONTRACT TERM:** 2-year Amendment

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** PSA/On-call

**RESPONSIBLE ADMINISTRATOR:** Carly Zamora/Christopher R. Bjornberg

Comp-01, Compliance Officer 8/2018

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

**FIRST OR SECOND SUBMITTAL:** ☒ 1<sup>st</sup> ☐ 2<sup>nd</sup>

**RECOMMENDED ACTION:** Authorization to approve Amendment of Professional Service Agreement and Emergency On-Call for Roukaya T. Hassanein

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “**Amendment**”) is made and entered into as of October 31, 2025 (“**Amendment Date**”) by and between Imperial Valley Healthcare District d/b/a Pioneers Memorial Hospital, a California local health care district (“**Hospital**”) and Roukaya T. Hassanein, M.D. d/b/a SC Surgery Network, Inc. (“**Practitioner**”), each a “**Party**” and collectively as the “**Parties.**”

### RECITALS

- A. Hospital and PRACTITIONER are parties to that certain Professional Services Agreement effective October 16, 2023 (the “**Agreement**”).
- B. Under the terms of the Agreement, Hospital engaged Practitioner to provide, and Practitioner provides, professional medical services (the “**Medical Services**”) as set forth in the Agreement.
- C. Hospital and Practitioner wish to update existing fee schedules to reflect a negotiated change in compensation.
- D. Hospital and Practitioner also wish to extend the agreement for an additional year.
- E. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the recitals above, and the mutual covenants, conditions and promises between the Parties, the Parties agree as follows:

- 1. Term of the Agreement. Pursuant to Section 6 (a) of the Agreement, the term of the Agreement shall be extended for an additional period of one (1) year, unless terminated earlier as provided in the Agreement. Pursuant to this Amendment, the Term of the Agreement is extended until October 16, 2027.
- 2. Compensation. Pursuant to Section 3 (a) of the Agreement, Exhibit C, Compensation, Section 3, Year 3 Compensation is hereby deleted in its entirety, effective October 16, 2025, and is replaced by the following: **Year 3 and Year 4 Compensation shall be the same as Year 1 and Year 2 Compensation as set forth in Exhibit C, Compensation, Section 2.**
- 3. Effects of Amendment. Except as expressly set forth in this Amendment, the Agreement remains unchanged and in full force and effect. If any provision of the Agreement is inconsistent with the terms of this Amendment, the language of this Amendment shall control.
- 4. Counterparts. This Amendment may be executed in two or more counterparts, including by fax, email, or other customary electronic methods, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties expressly agree that signatures of the Parties delivered by electronic facsimile, email .pdf and

other customary electronic methods of delivery are acceptable for purpose of execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth herein.

Pioneers Memorial Healthcare District, a California local health care district d/b/a Pioneers Memorial Hospital

By: \_\_\_\_\_  
Print Name: Christopher R. Bjornberg  
Its: Chief Executive Officer

Roukaya T. Hassanein, M.D. d/b/a SC Surgery Network, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

## **PIONEERS MEMORIAL HEALTHCARE DISTRICT**

**BOARD MEETING DATE:** November 2025

**SUBJECT:** GenXpert (Cepheid) Placement Agreement

**BACKGROUND:** GenXpert is the platform used to run molecular tests (PCR) including Respiratory Panel (COVID, Flu, RSV), Streptococcus A/B, C. difficile, N. gonorrhea and C. trachomatis etc. The vendor announced early this year the end of support for Microsoft's Windows 10 Pro software that is used by GenXpert.

**KEY ISSUES:**

The software (Microsoft's Windows 10 Pro) currently installed in the GenXpert analyzer used by PMH Lab is no longer supported by the vendor as of October 15, 2025. For U.S. moderate or high complex customers such as PMH Laboratory running Windows 10 Pro, there is a need to upgrade to Windows 10 IoT Enterprise LTSC 2021 featuring the latest software version GeneXpert Dx 6.5 on a PC/laptop or Cepheid OS software version 2.1 on the newly-released touchscreen which ensures active support with the latest cybersecurity and data privacy protections from Microsoft until January 13, 2032. To ensure compliance, Cepheid has proposed a placement agreement to PMH based on the yearly utilization.

- It would cost \$5,000 to purchase a new Touchscreen for the existing instrument.
- 2024 Annual Reagent Spend of PMH is \$1,030,213, which qualifies for a new GenXpert with an annual commitment of \$285,600.
- Existing agreement has a four-year service contract being billed annually- \$18,817. Placement instrument is provided with \$0 for service; included for duration of new term. PMH will save \$18,817 annually on service agreement fees.
- Instrument valued at \$196,800 and service valued at \$18,817 annually if purchased.

**CONTRACT VALUE:** \$285,600- annual commitment on reagents/kits; this is not a new expense and is budgeted. Annual spend last year significantly exceeded this commitment.

**CONTRACT TERM:** 3 years

**BUDGETED:** Yes

Comp-01, Compliance Officer 05/2017

**BUDGET CLASSIFICATION:** Supplies

**RESPONSIBLE ADMINISTRATOR:** Carly Zamora/Annabel Limentang

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

**FIRST OR SECOND SUBMITTAL:** ☒ 1<sup>st</sup> ☐ 2<sup>nd</sup>

**RECOMMENDED ACTION:** Approval of placement agreement.

**HealthTrust Purchasing Group, L.P.**  
**Purchasing Agreement**  
**No. HPG-5982**  
**Vendor: Cepheid**  
**Effective Date:**

**Placed Equipment Agreement**

This Placed Equipment Agreement (“Agreement”) dated the \_\_\_\_\_ (“Effective Date”) is made by and between Imperial Valley Healthcare District, having an address at 207 W Legion Rd, Brawley, CA 92227-7780 (“Purchaser”), and Cepheid with an address at 904 E Caribbean Drive, Sunnyvale, California 94089-1189 (“Vendor”). This Agreement is subject to the Purchasing Agreement between HealthTrust Purchasing Group, L.P. (“HealthTrust” or “HPG”) and Vendor for Molecular Diagnostic Testing-Core (Agreement Number HPG-5982), dated January 1, 2021 (“Purchasing Agreement”), the terms and conditions of which are expressly incorporated herein. Capitalized terms not otherwise defined in the Purchasing Agreement may be further defined below.

- 1. Equipment.** Vendor shall provide the Vendor-owned equipment listed on Exhibit 1A attached to this Agreement (“**Equipment**”) for Purchaser’s use in accordance with the terms and conditions set forth in this Agreement. Vendor shall be solely responsible for the cost of delivery and, if applicable, installation of the Equipment. Equipment is also a Product under the Purchasing Agreement. Equipment provided for Purchaser’s use under this Agreement is intended to meet the anticipated needs of Purchaser in serving its patients.
- 2. Related Disposables.** The Equipment is being provided solely for use in connection with the respective Vendor products manufactured by or for Vendor and sold by Vendor. Related Disposables are also Products under the Purchasing Agreement. Further, Related Disposables are solely for use in connection with the Equipment. Purchaser shall purchase Related Disposables from Vendor pursuant to the terms of the Purchasing Agreement and the designated tier on Purchaser’s signed Facility/Group Standardization Incentive Program (“SIP”) Acknowledgment Form.
- 3. Discount.** Purchaser will not be invoiced a rental or other charge for use of the Equipment or for services related to the Equipment. During the term of this Agreement, Vendor agrees to ship at no charge the Equipment shown on Exhibit 1A in increments mutually agreed upon by Purchaser and Vendor. The fair market value of the annual use of the Equipment and the provision of service constitutes a “discount or other reduction in price” under 42 U.S.C. §1320a-7b(b)(3)(A) and under 42 C.F.R. §1001.952(h). The parties acknowledge that it is their intent to establish an arrangement regarding the Equipment, services and the Related Disposables that complies with 42 C.F.R. §1001.952(h), with such goods and services being reimbursed by the same Federal health care program using the same methodology, with the reduced charge being fully disclosed to the Federal health care program and accurately reflected where appropriate, and as appropriate, to the reimbursement methodology. Following each contract year, and upon Purchaser’s request, Vendor shall provide a



reconciliation statement to Purchaser documenting the discount or other reduction in price provided and its application to the purchase prices of Related Disposables purchased during the contract year, with the allocation of the additional discount or other reduction in price representing Purchaser's cost of Equipment usage and service. Purchaser acknowledges that a full description of the discount is set forth in this Agreement and will not be reported in each invoice. All transactions with Vendor in connection with this Agreement are made in good faith on the basis of arms-length negotiation. The parties shall comply with all applicable laws in connection with this Agreement and the use of the Equipment, including, without limitation, the provisions of the federal anti-kickback statute, 42 U.S.C. 1320a-7b(b), and all applicable related regulations. Vendor's invoices and reconciliation statements will provide sufficient information to support Purchaser's calculation and report of its net costs. Further, upon request, Vendor will provide all additional necessary information to Purchaser regarding the Equipment and this Agreement. Vendor will refrain from doing anything that would impede Purchaser from meeting its obligations to report any such discount.

4. **Purchase Commitment.** To support the placement of the Equipment in Exhibit 1A, Purchaser agrees to annually purchase a commercially reasonable minimum aggregate amount of Related Disposables that meet or exceed \$285,600.00 during each 12-month period of the Term ("**Purchase Commitment**"). The Purchase Commitment will be measured and tracked quarterly following Equipment installation and acceptance. Vendor will begin monitoring the Purchase Commitment after the first full calendar quarter. If Purchaser is not in compliance with the Purchase Commitment after any subsequent quarter, Purchaser shall make up the shortfall during the following quarter. If, after the end of a year, Purchaser is not in compliance with the Purchase Commitment, Vendor may contact Purchaser in writing to place an order for the shortfall ("**Shortfall Order**"). If Purchaser does not place the Shortfall Order within thirty (30) days thereafter, Vendor may terminate this Agreement due to Purchaser's Default (defined below) and invoice Purchaser for the Termination Fee (defined below). In lieu of terminating this Agreement Vendor may remove a specified quantity of Equipment (if requested by Purchaser and otherwise agreed to by Vendor and Purchaser) from Purchaser's facility and amend Exhibit 1A accordingly, such that the remaining Equipment placed with Purchaser pursuant to this Agreement remains a commercially reasonable arrangement.
5. **Default and Termination.** Default occurs if: (i) a party becomes insolvent, ceases to do business, or indicates that it will cease to do business during the Term; (ii) bankruptcy or receivership proceedings are instituted by or against a Party; or (iii) a Party materially breaches this Agreement and fails to cure such breach within forty-five (45) days after receiving written notice of the breach (each a "**Default**"). If a Default occurs, the non-defaulting Party may terminate this Agreement with ten (10) day written notice to the other Party. If Vendor terminates this Agreement due to Purchaser's Default, Vendor may invoice Purchaser for a termination fee equal to 50% of the amount that Purchaser would have paid if Purchaser had fully performed its obligations to purchase the Purchase Commitment from the Effective Date through the end of the Term, taking into account any reduction to the Purchase Commitment as agreed to by the parties through an amendment to this Agreement (the "**Termination Fee**"). For the avoidance of doubt, the Termination Fee will be calculated on

the Purchase Commitment at the time of termination, which may differ from the Purchase Commitment as of the Effective Date. The parties agree that it would be difficult to determine Vendor's damages in the event of Purchaser's Default and that the Termination Fee is a reasonable estimate of such damages and shall not be deemed a penalty or forfeiture.

6. **Term; Termination.** This Agreement will commence on the Effective Date and continue for a period of three (3) year(s) (the "**Initial Term**") unless sooner terminated as provided in Section 5 or extended by the parties' mutual written agreement (the "**Term**").
7. **Title.** Title to the Equipment remains with Vendor and does not pass to Purchaser, and Purchaser will not have an ownership interest in the Equipment, unless the Equipment is purchased by Purchaser. Purchaser shall receive the benefit of any Product warranties on the Equipment in the event Purchaser purchases the Equipment. In no event shall Purchaser transfer or sell the Equipment. Purchaser will keep the Equipment free from all encumbrances. Purchaser will provide and sign reasonably requested documents to Vendor necessary to maintain its interest in the Equipment.
8. **Service.** Vendor shall be responsible for servicing the Equipment consistent with the manufacturer's requirements and recommendations at no additional cost to Purchaser. Vendor will provide service coverage from the expiration of the Equipment's 12-month warranty through the end of the Term.
9. **Equipment Care and Use.** Purchaser shall: (i) use the Equipment only at the corresponding locations specified in Exhibit 1A and only to run Vendor reagent tests; (ii) keep the Equipment in good condition and working order; and (iii) use and maintain the Equipment in accordance with their applicable labeling, inserts, and manuals, and other product-related information and materials published by Vendor or any regulatory authority. Purchaser shall not, directly or indirectly, including by allowing any third party, to: (a) move, modify, repair, rent, lease, license, loan, sell, distribute, decompile, disassemble, or reverse engineer the Equipment, including any of their hardware, software, or firmware; (b) make the Equipment available to any third party for any reason; (c) mortgage, pledge, or encumber the Equipment; (d) abuse, neglect, or otherwise misuse the Equipment; or (e) modify or remove any labels, symbols, serial numbers, or other indicia of Vendor ownership affixed to or appearing on the Equipment. Promptly upon request by Vendor, Purchaser shall inform Vendor of the location of any Equipment. Purchaser shall also provide Vendor with prompt access and other assistance reasonably necessary for Vendor to provide instrument or warranty service or to inspect any Equipment during normal business hours as reasonably necessary to ensure compliance with this clause.
10. **Equipment Returns, Loss, or Damage.** Within thirty (30) days after expiration or termination of this Agreement or a request by Vendor after the occurrence of a Default by Purchaser, Purchaser shall return all Equipment to Vendor in the condition in which originally delivered, reasonable wear and tear resulting from Purchaser's proper use ("**Wear and Tear**") and damage caused by Vendor excepted. Purchaser shall comply with all reasonable return instructions provided by Vendor. Upon delivery of the Equipment, and until returned to

Vendor as required by the Agreement, Purchaser assumes and shall bear the risk of all loss or damage to the Equipment (other than for Wear and Tear or as caused by Vendor). Upon return of the Equipment to Vendor from Purchaser, Vendor shall have thirty (30) days to inspect. Vendor reserves the right to invoice Purchaser for: (i) cost of its repair or replacement (at Vendor's then-current rates) for any Equipment loss or damage, not to exceed the value of the remaining useful life of the Equipment, including if discovered within thirty (30) days after the Term (other than for Wear and Tear or as caused by Vendor), or if Purchaser fails to comply with any Equipment return requirements in the Agreement; or (ii) value of the remaining useful life if Purchaser refuses, or prevents return of Equipment. Purchaser shall inform Vendor immediately upon becoming aware of any loss or damage to Equipment.

**11. Termination of the Purchasing Agreement.** If the Purchasing Agreement terminates during this Agreement's Term, then the Parties will amend this Agreement within one hundred and twenty (120) days of such termination to: (1) delete all references to the Purchasing Agreement and (2) incorporate other mutually acceptable terms and conditions necessary to replace the applicable terms from the Purchasing Agreement. The designated tier on Purchaser's signed Facility/Group Standardization Incentive Program (SIP) Acknowledgment Form will remain firm through the Initial Term and will be incorporated into such amendment upon termination of the Purchasing Agreement.

**12. Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1, et seq.) (or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**13. Modifications.** No changes, modifications or waivers of any provision of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party. Emails, including emails that have an electronic "signature block" identifying sender, do not constitute a signed instrument for purposes of this Section 13.

**14. Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**15. Waiver.** The failure on the part of any party to exercise or enforce any rights conferred upon it hereunder shall not be deemed to be a waiver of any such rights nor operate to bar the exercise or enforcement thereof at any time or times thereafter.

**16. Sign by Date.** This Agreement shall not become effective unless Purchaser signs and returns

an executed copy of this Placement Agreement, along with any other documents specifically required by this Agreement (e.g., Customer's purchase order), to Vendor.

**17. Additional Terms.** This Agreement incorporates Exhibit 1A.

**18. Order of Precedence.** The Purchasing Agreement includes the form of a Placement Agreement with terms that HealthTrust and Vendor have approved. For those terms, if this Agreement conflicts with the Purchasing Agreement, the conflicting terms in this Agreement prevail. However, if this Agreement includes any additional or different terms from the form of the Placement Equipment Agreement approved in the Purchasing Agreement as of the Effective Date, then the Purchasing Agreement controls if there is any conflict with those terms.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized officers.

**Imperial Valley Healthcare District**

**Cepheid**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## Exhibit 1A to Placed Equipment Agreement

INSTRUMENT SUMMARY		
<input checked="" type="checkbox"/> Post-warranty Instrument service is included at no additional charge		
Part Number	Instrument Description	Total Qty
GXXVI-16-TSK	GX XVI, 16 MODULES, TOUCHSCREEN KIOSK	1
GX-UPS-110V	UPS FOR GX1 UP TO GX16 SYSTEMS, 110V	1
PRINTER-BW	B&W PRINTER FOR GENEXPERT AND SMARTCYCL	1

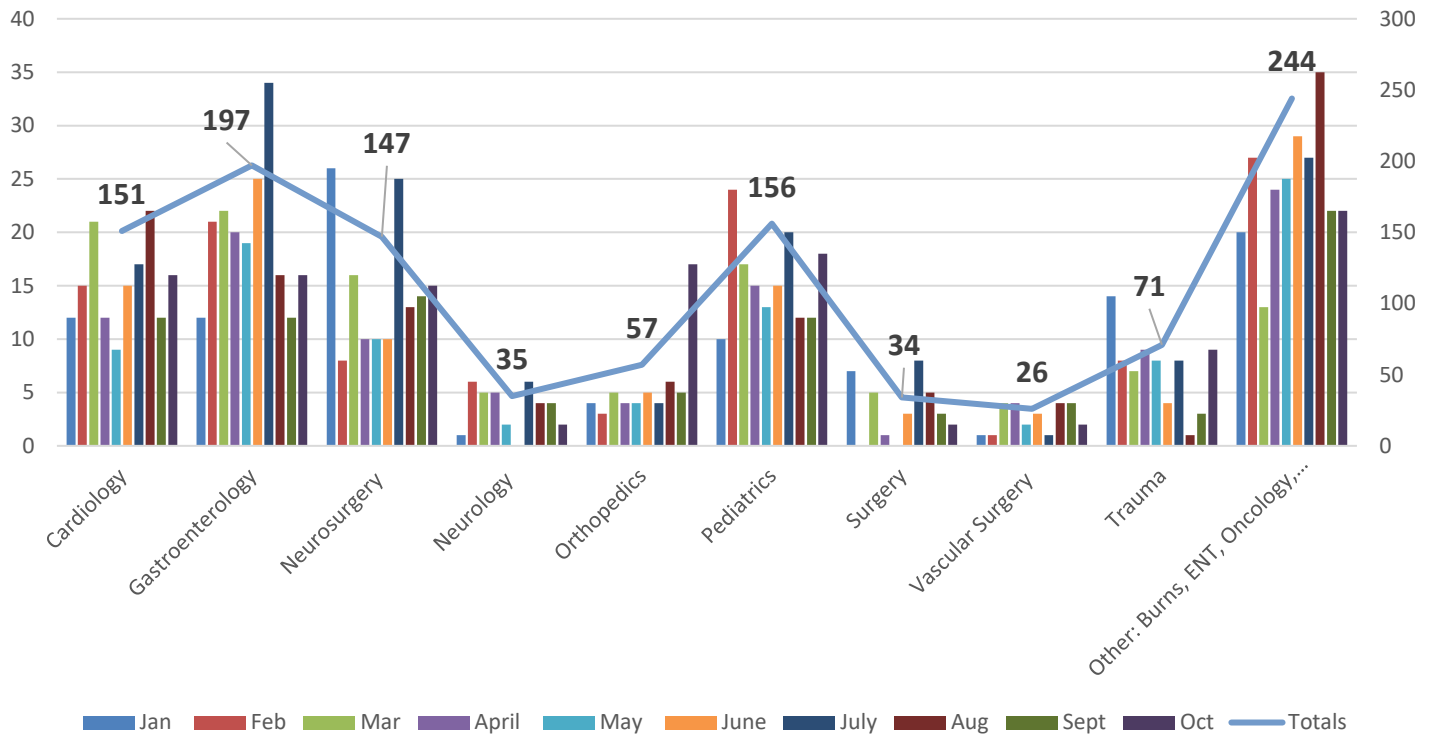
INSTRUMENTS BY LOCATION				
SAP ID	SITE NAME	CITY, STATE	PLACED INSTRUMENT PART #	QTY
1000019662	Imperial Valley Healthcare District	Brawley, CA	GXXVI-16-TSK	1
			GX-UPS-110V	1
			PRINTER-BW	1



## Board of Directors Meeting – Chief Nursing Officer Report

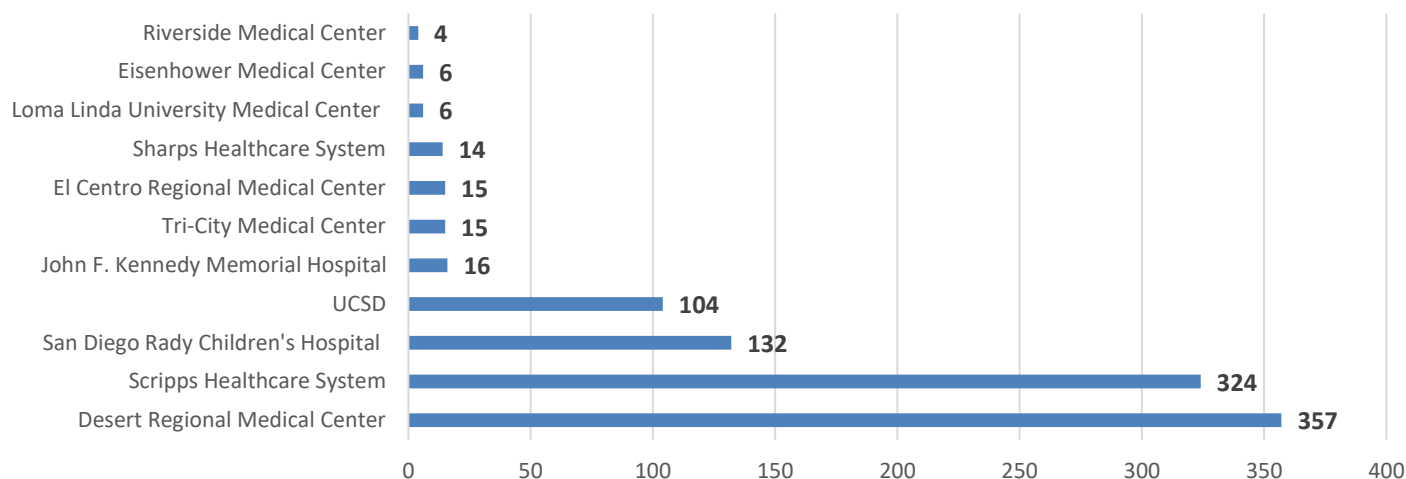
### November 2025

### Transfers by Specialty Service January through October 2025



Specialty	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	Totals
Cardiology	12	15	21	12	9	15	17	22	12	16	151
Gastroenterology	12	21	22	20	19	25	34	16	12	16	197
Neurosurgery	26	8	16	10	10	10	25	13	14	15	147
Neurology	1	6	5	5	2	0	6	4	4	2	35
Orthopedic	4	3	5	4	4	5	4	6	5	17	57
Pediatrics	10	24	17	15	13	15	20	12	12	18	156
Surgery	7	0	5	1	0	3	8	5	3	2	34
Vascular Surgery	1	1	4	4	2	3	1	4	4	2	26
Trauma	14	8	7	9	8	4	8	1	3	9	71
Other: Burns, ENT, Oncology, Ophthalmology, Podiatry, Urology	20	27	13	24	25	29	27	35	22	22	244
January through September 2025	107	113	115	104	92	109	150	118	91	119	1118

## TRANSFERS BY ACCEPTING FACILITY JANUARY -SEPTEMBER 2025



Accepting Facility	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	Total
Scripps Healthcare System	40	42	37	42	39	59	46	15	4	11	335
Desert Regional Medical Center	38	27	51	36	30	23	56	54	42	55	412
San Diego Rady Children's Hospital	10	22	15	14	12	15	20	12	12	16	148
UCSD	5	6	4	8	7	7	17	28	22	25	129
Tri-City Medical Center	6	1	3	0	0	3	1	1	0	1	16
John F. Kennedy Memorial Hospital	1	4	2	1	3	0	1	2	2	5	21
Loma Linda University Medical Center	0	3	2	1	0	0	0	0	0	2	8
El Centro Regional Medical Center	2	3	0	0	0	1	2	3	4	1	16
Sharps Healthcare System	1	2	1	0	0	0	3	3	4	1	15
Eisenhower Medical Center	0	3	0	0	0	1	1	0	1	1	7
Riverside Medical Center	3	0	0	0	0	0	1	0	0	1	5
Banner University Medical Center Phoenix	1	0	0	0	0	0	0	0	0	0	1
Hospital Americano	0	0	0	1	0	0	0	0	0	0	1
UCLA Healthcare System	0	0	0	1	0	0	1	0	0	0	2
Children's Hospital Los Angeles	0	0	0	0	1	0	0	0	0	0	1
Kaiser Permanente Healthcare System	0	0	0	0	0	0	1	0	0	0	1
<b>Total</b>	<b>107</b>	<b>113</b>	<b>115</b>	<b>104</b>	<b>92</b>	<b>109</b>	<b>150</b>	<b>118</b>	<b>91</b>	<b>119</b>	<b>1118</b>

From January through October, there were a total of 38,662 Emergency Department visits. Of these, 1,118 visits (2.89%) resulted in transfers to other facilities. The most commonly transferred specialties were Neurology/Neurosurgery, Gastroenterology, Cardiology, and Pediatrics. There were 22 cases transferred under "Other": 5 Urology; 1 Burn Center; 1 Cardiothoracic; 1 Hand Surgery Specialist; 3 Hematology; 1 MRI (ECRMC); 1 Interventional Radiology; 1 Higher level of care unspecified; 1 Oral and Maxillofacial Surgery; 2 Oncology; 1 Ophthalmology and 4 podiatry.

In October 2025, there were 3 transfer requests from ECRMC: two pediatric cases and one obstetrics case. We accepted one pediatric case and the obstetrics case, while the other pediatric case was sent to Rady's for a higher level of care.

During the same month, 28 inpatient cases were transferred out of our facility. From January through October, a total of 183 inpatient transfers occurred.



## Board of Directors Meeting – Chief Nursing Officer Report November 2025

### Staffing:

	New Hires	In Orientation	FT to PD status	Resignations	Open Positions
Medical Surgical	1	3	0	1	4
Intensive Care Unit	0	0	0	0	2
Pediatrics	1 (CNA)	1	0	0	0
Emergency Department	0	2	0	1	4
Perioperative Services	0	3 (1 PACU RN, 1 Circulator RN, 3 GI On call RNs)	0	0	5
Perinatal Services	1	1	0	0	0
NICU	0	2	0	0	2
Cardiopulmonary Services	1RCP (PD)	1 (RCP)	0	0	0
Case Management	0	0	0	0	0
<b>Totals</b>	<b>4</b>	<b>13</b>	<b>0</b>	<b>2</b>	<b>17</b>

### Travelers:

- (3) Labor and Delivery Nurses: 1-day shift & 2-night shift
- (1) Emergency Department - Night shift (last day 11/23)
- (1) Neonatal Intensive Care Unit - Night shift

### Notable Updates:

#### Nursing Administration:

#### ECRMC/IVHD Nursing Services

- Counterparts working together to Reconcile policies, contracts, and delivery of care.
- Collaborating on a new Float Pool program that will serve both campuses
- Assessing educational needs of the organization to strengthen Nurse Education Program

#### Barcode Medication Administration:

BCMA				
1Q2024	1Q2025	2Q2025	3Q2025	OCT 2025
89.11%	87.68	91.67	92.56	94.72

#### Patient Experience – Month of October 2025

HCAHPS								
	1Q2024	2Q2024	3Q2024	4Q2024	1Q2025	2Q2025	3Q2025	OCT 2025
Overall	73.7%	84.6%	69.7%	69.5%	66.7%	62.80%	69.26%	64.91%
Communication With Nurses	79.6%	76.3%	78.2%	76.7%	80%	82.80%	77.13	88.83%
Communication With Doctors	81.8%	82.8%	73.1%	80.2%	81%	83.44%	80.87	92.53%

### Nurse Residency Program:

- 1<sup>st</sup> integration meeting with ECRMC Nurse Residency Coordinators on 10/30/25
- Nurse Residency Classes are held every 2<sup>nd</sup> Wednesday of the month.
- Winter 2026 Nurse Residency openings: 8
- New Grad Mixer scheduled for 11/21, at ECRMC campus.

### PMH Research Council

- Currently meeting with ECRMC Research Council Lead every Thursday

### High-Fidelity Simulations Lab

- Focusing on Rapid Response and Code Blue Mock Scenarios for the months of November and December.

### Emergency Department:

ED Throughput Metrics					
INDICATOR	GOAL	1 <sup>ST</sup> QUARTER	2 <sup>nd</sup> QUARTER	3 <sup>rd</sup> QUARTER	OCT 2025
Average Daily Visits	>125 Patients	137 Patients	127 Patients	124 Patients	132 Patients
Median Time to Triage	<10 minutes	10 minutes	8 minutes	8 minutes	8 minutes
Average Length of Stay for Discharged Patients	<180 minutes	190 minutes	184 minutes	182 minutes	178 minutes
Average Length of Stay for all Patients	<160 minutes	205 minutes	201 minutes	199 minutes	191 minutes
Average Length of Stay for all Transfers	<160 minutes	511 minutes	511 minutes	461 minutes	433 minutes

### Medical Surgical Department:

Inpatient Throughput						
INDICATOR	GOAL	1Q2024	1Q2025	2Q2025	3Q2025	OCT 2025
Time of Orders Written to Head in Bed	104 min	372 min	153 min	138 min	142 min	135 min

### Perioperative Services:

	Goal	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUNE 2025	JULY 2025	AUG 2025	SEP 2025	OCT 2025	Totals
Case Volumes Including Robotics		497	348	385	348	477	373	418	368	393	430	4,037
Robotics		19	11	11	17	17	19	38	23	21	28	204

\*NA not available

### Case Management:

	Indicator	Goal	1Q2025	2Q2025	3Q2025	OCT 2025	Average /Total
	Average Daily Census		49.00	50.0	50.50	NA	49.83
Acute LOS	GMLOS (Expected)		3.55	3.50	3.46	3.56	3.51
	ALOS (Actual)	<4.50	3.11	2.83	2.89	2.83	2.93
Case Mix Index	Acute: Case Mix Index (CMI)	>1.40	1.39	1.32	1.33	1.48	1.36
	Acute: Medicare CMI	>1.55	1.54	1.48	1.52	1.91	1.55
Medicare	Medicare One-Day Stay Count		11	12	12.33	10	11.40
	% Medicare 1-day Stays		9.67	13.33	11.67	12	11.46
Observation	Total Observation Cases		32.00	30.67	35.00	33	32.60
	Observation to IP Converted		14.33	14.33	17.67	14	15.30
	Observation % Conversion Rate		43.00	42.57	50.80	42.4	45.15
Readmissions	All-Cause Hospital-Wide Readmissions (HWR)	<10	4.55	4.07	4.14	4.41	4.27

\*N/A= not available at time of report



## Board of Directors Meeting – Chief Nursing Officer Report November 2025

---

### Perinatal Department:

- October Deliveries: 173 (105 vaginal, 35 primary C-Section, 33 secondary C-Section)
- October Non-Stress Tests conducted: 215
- October OB checks: 314

### Neonatal Intensive Care Unit:

- First QTR report on Neonatal Stabilization submitted to First 5; 6 Panda beds received recently. Planning for facilitator and staff training.

### Pediatrics:

- First Five grant project on Asthma Prevention and Management- First QTR report submitted. On the planning stage for the collection of data for patient demographics. The project covers patients from 0 to 5 years of age.

### Quality:

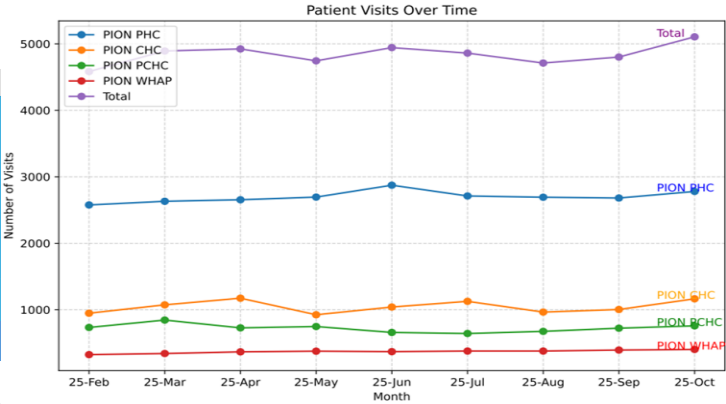
- Effective November 1, 2025, Mercedes Martinez, MBA, PHN, RN assumed the Quality Director role for IVHD and ECRMC.

REPORT DATE	MONTHLY STATUS REPORT	PREPARED BY
Date: October 2025 Activity	Chief of Clinic Operations	Carly Zamora, MSN, RN

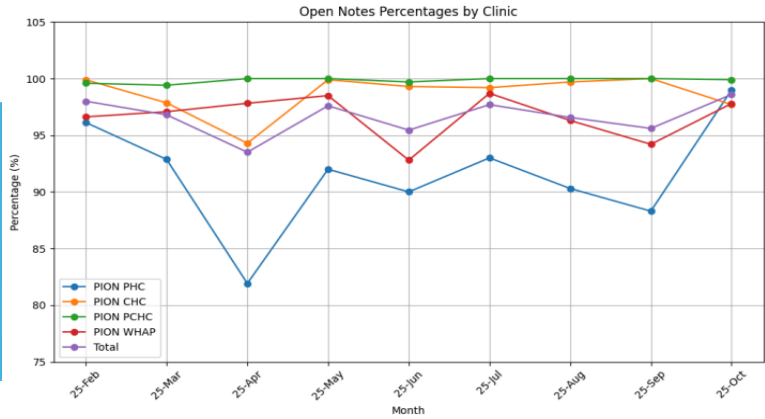
2025 IVHD/PMH AMBULATORY DIVISION RHC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Weekly Meetings Ongoing with Directors and Managers
Staffing:	Ongoing	N/A	1 Medical Assistant Position open
Quality Measures	Ongoing	N/A	Meetings with ECRMC Quality Team Initiated
Stats			

Patient Visits			
Clinic	25-Sep	25-Oct	Variance
PION PHC	2681	2780	99
PION CHC	1004	1165	161
PION PCHC	723	758	35
PION WHAP	394	403	9
Total	4802	5106	

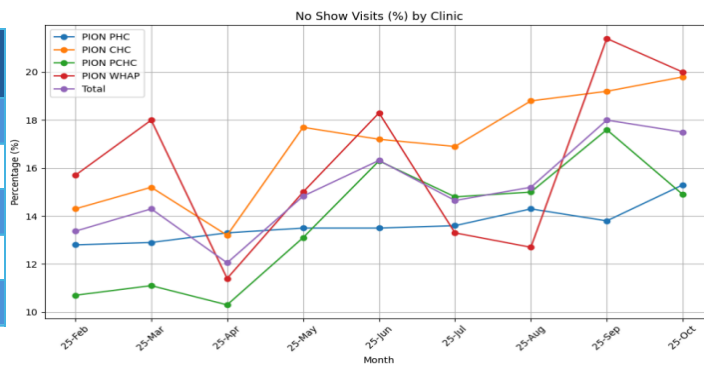


Locked Notes			
Clinic	25-Sep	25-Oct	Variance
PION PHC	88.30%	99.00%	10.70%
PION CHC	100.00%	97.70%	-2.30%
PION PCHC	100.00%	99.90%	-0.10%
PION WHAP	94.20%	97.80%	3.60%
Total	95.60%	98.60%	









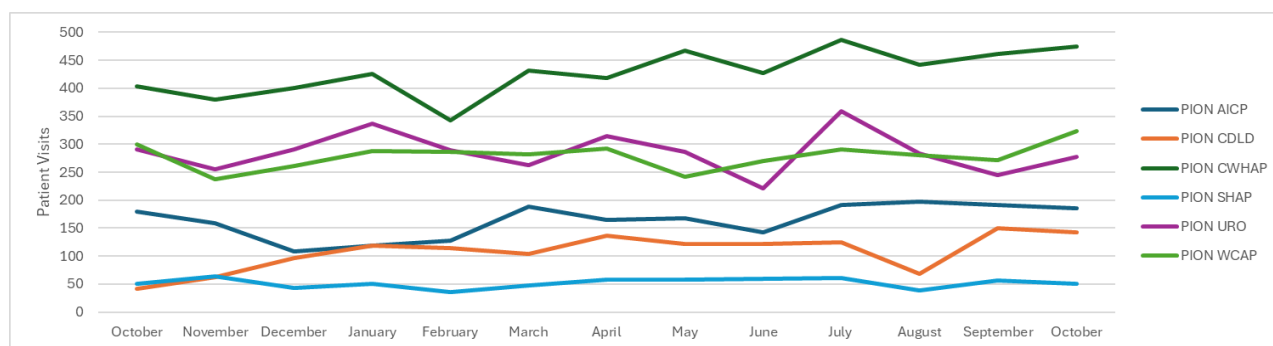
No Show Visits			
Clinic	25-Sep	25-Oct	Variance
PION PHC	13.80%	15.30%	-1.5%
PION CHC	19.20%	19.80%	-0.6%
PION PCHC	17.60%	14.90%	2.70%
PION WHAP	21.40%	20.00%	1.40%
Total	18.00%	17.50%	



## 2025 IVHD/PMH AMBULATORY DIVISION OPD SPECIALITY CLINIC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Weekly meetings Ongoing with Directors and Managers, reviewing service lines
GI	Ongoing	N/A	Streamlining staffing and Providers- GI MA/Scribe offer Accepted
Staffing	Ongoing	N/A	1 Wound Care LVN Resignation, 1 Wound Care Tech Resignation, 3 Medical Assistants Positions filled.
Infusion	Ongoing	N/A	Met with Team regarding Merger, Meet Weekly
Stats			See below:

Total Visits 1,453 				Average No Show Rate 8.7% 				Total Locked Notes 95% 				Average Pt Satisfaction Q1 - 63.78 % 			
Patient Visits					No Show Rate					Patient Satisfaction - Top Box Score					
Clinic	Last Month	This Month	Variance		Clinic	Last Month	This Month	Variance		Clinic	FY25 Q4	FY26 Q1	FY26 Q2		
Ambulatory Infusion	192	185	-4%		Ambulatory Infusion	5.4%	5.6%	3.7%		Ambulatory Infusion	No Data	No Data	Pending		
Center for Digestive & Liver Disease	150	143	-5%		Center for Digestive & Liver Disease	10.2%	10.5%	2.9%		Center for Digestive & Liver Disease	69.14%	60.54%	Pending		
Comprehensive Women's Health	461	474	3%		Comprehensive Women's Health	9.6%	10.7%	11.5%		Comprehensive Women's Health	74.17%	65.22%	Pending		
Surgical Health	57	51	-11%		Surgical Health	10.5%	6.3%	-40.0%		Surgical Health	95.45%	58.62%	Pending		
Surgical Health - Urology	245	277	13%		Surgical Health - Urology	15.0%	12.1%	-19.3%		Surgical Health - Urology	55.26%	70.73%	Pending		
Wound Clinic	272	323	19%		Wound Clinic	7.4%	6.8%	-8.1%		Wound Clinic	No Data	No Data	Pending		
Closed Notes					Patient Satisfaction - Top Box Score					Patient Satisfaction - Top Box Score					
Clinic	Last Month	This Month	Variance		Clinic	FY25 Q4	FY26 Q1	FY26 Q2		Clinic	FY25 Q4	FY26 Q1	FY26 Q2		
Ambulatory Infusion	100%	100%	0%		Ambulatory Infusion	No Data	No Data	Pending		Ambulatory Infusion	No Data	No Data	Pending		
Center for Digestive & Liver Disease	100%	83%	-17%		Center for Digestive & Liver Disease	69.14%	60.54%	Pending		Center for Digestive & Liver Disease	69.14%	60.54%	Pending		
Comprehensive Women's Health	81%	95%	18%		Comprehensive Women's Health	74.17%	65.22%	Pending		Comprehensive Women's Health	74.17%	65.22%	Pending		
Surgical Health	89%	98%	10%		Surgical Health	95.45%	58.62%	Pending		Surgical Health	95.45%	58.62%	Pending		
Surgical Health - Urology	66%	98%	49%		Surgical Health - Urology	55.26%	70.73%	Pending		Surgical Health - Urology	55.26%	70.73%	Pending		
Wound Clinic	97%	97%	0%		Wound Clinic	No Data	No Data	Pending		Wound Clinic	No Data	No Data	Pending		



## 2025 IVHD/PMH AMBULATORY DIVISION PHYSICAL THERAPY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held weekly
Staffing	Ongoing	N/A	1 PT Physical Therapy Assistant 1 Front Office Position
Education	Ongoing	N/A	Attending all Educational Events/Skills Fairs for Departments
Inpatient/Outpatient Review	Meetings Ongoing with Nursing	N/A	OP Volumes Consistent

## 2025 IVHD/PMH RADIOLOGY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held Weekly with Managers.
Canon CT Project	Early Stages	. Payments will occur once the scanner is installed and operational	Currently in the early stages, Plans/Proposals being reviewed for general contracting.
Projects	Ongoing	None	Working on the PACS Back Up Server- Early Stages Reviewing Cardiac Software Quotes for MRI Reviewing Ultrasound contracts
Staffing	Ongoing	None	Nuclear Medicine FT Position, 1 PD MRI Open
Radiology Monthly Meeting Schedule	100%	None	Radiology Meetings being held
<b>Stats:</b>			

	24-October	YTD-24	25-October	YTD-25
<b>Nuclear Med</b>	14	330	60	437
<b>DIAGNOSTIC</b>	2,998	28,616	3,272	31,666
<b>DEXA</b>	59	579	119	814
<b>Mammo</b>	266	2,252	299	2,443
<b>MRI</b>	208	1,807	224	2,158
<b>US</b>	1,552	15,870	1,531	15,216
<b>CT</b>	1,902	17,736	2,478	21,534

## 2025 IVHD/PMH LABORATORY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held weekly.
Staffing	Ongoing	Contracting	3 FT Clinical Laboratory Scientist Positions open, Histology Tech Position (In Review with ECRMC)
Contracts/Policies	Ongoing		All policies and contracts being reviewed with ECRMC

## 2025 IVHD/PMH PHARMACY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Staffing	Ongoing	N/A	No Current Positions Open
IVHD Transition	Ongoing	N/A	Meetings being held weekly
Policy Updates-IVHD PMHD	Ongoing	N/A	Policies and procedures are being reviewed and updated to reflect the IVHD PMH name change. This includes pharmacy operations, compliance documentation, and clinical protocols. Collaborating with ECRMC
Clean Room/Compounding Trailer/Pharmacy Space	Review Stages	N/A	Collaborating with ECRMC on space options for pharmacy compounding
Audits	Ongoing	N/A	HRSA 340B Audit
Projects	Ongoing		Micromedex implementation approx. \$40,000 savings Working on Cost Savings with ECRMC

## 2025 IVHD/PMH CHIEF OF CLINIC OPERATIONS/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Physician Updates	Ongoing	N/A	Recruitment Ongoing Contract Review Ongoing Ortho Spine Physician-In Review OB/GYN: Negotiations Urologists start date: January 2 <sup>nd</sup> , 2026 Psychiatrist in Review with Medical Staff
Contracts	Ongoing	N/A	Contract Review ongoing/Collaborating with ECRMC
Locums	Ongoing	N/A	Gaps in OB Call Ongoing. Gaps in Peds Call Ongoing
Projects:			

Centralized Scheduling	Ongoing	N/A	Meetings Held with Managers, Directors and Consulting Group. Process changes initiated and streamlined.
Ring Central	Ongoing	Monthly Expense	Ring Central Productivity being monitored and reviewed, Nurse line new process implemented with average wait time 3:18 significant decrease. Prior to implementation 12:16.
OP Infusion	Early Stages	N/A	Transition to ECRMC discussions being held
Wound Care	Ongoing	N/A	Transition Discussions being held
Grants	Ongoing	N/A	Reviewing New Grants for Submission
IVHD Transition	Ongoing	N/A	Meet weekly- Ongoing with Directors and Managers Executive Meetings every week, Biweekly Contract Review, Transition Call weekly



**Date:** 10/09/2025  
**To:** Risk Manager  
Merlina L. Esparza  
Pioneers Memorial Hospital  
207 W Legion Rd  
Brawley, CA 92227

**From:** Samantha L. McCabe

**DOB:** [REDACTED]

**Medical Record Number:** [REDACTED]

Dear Risk Manager,

I am writing to formally request a thorough investigation into the circumstances and consequences of the care I received during my surgery on September 5, 2025, under Dr. Kuraitis, with a special focus on anesthesia management, informed consent, documentation, and communication failures.

**1. Pre-op Disclosure and Mental Health Risks Ignored:**

[REDACTED]

**2. History of Anesthesia Complications & Warnings Disregarded:**

[REDACTED]

**3. Consent Violations and Unaddressed Medication Risks:**

[REDACTED]

**4. Neglected Pleas, Inadequate Documentation, and Communication Failure:**

[REDACTED]

**5. Surgeon Unaware of Critical Events:**

[REDACTED]



## 6. Ongoing Harm and Institutional Consequences:

[REDACTED]

## 7. Request for Investigation and Written Response:

### I respectfully request:

- A comprehensive, independent investigation into the failures of communication, documentation, and patient-centered care during my surgery and recovery;
- An explanation of why my mental health disclosures and explicit care directives were not followed;
- Clarification as to why my surgical and anesthesia records omit these critical events and whether this constitutes a pattern of documentation failure at your institution;
- An explanation for administration of Versed and other medications with known psychiatric risk, despite clear contraindications;
- A formal response on corrective actions that will be taken to address these issues for both myself and future patients.

I am prepared to provide additional records, written statements, and other documentation upon request.

Please be advised that due to the severity of this matter, I intend to seek legal counsel. However, should Pioneers Memorial Hospital and the surgical staff assigned to my care on September 5, 2025, wish to reach a reasonable out-of-court settlement, I am willing to consider such an offer. Acceptance of a settlement would negate the need for legal action and I would therefore withdraw any claims against David Garcia, CRNA, the Surgical Team, and Pioneers Memorial Hospital.

I authorize Jeremy Edman ( my fiance) as a second point of contact as well as to communicate on my behalf regarding this matter in the event i am unable to, considering how much this has effected my mental and physical state.

Thank you for your careful review. I look forward to your detailed written response and an action plan to address and remedy these failures.

Sincerely,

**Samantha L. McCabe**

Phone: [REDACTED]

Email: [REDACTED]

**Jeremy D. Edman**

Phone: [REDACTED]

Email: [REDACTED]

FRANK P. BARBARO  
(1943-2019)

JULIA A. DECLARK

**LAW OFFICES OF  
FRANK P. BARBARO, APC**



1111 North Broadway, Santa Ana, California 92701

Tel: 714-835-2122 · Fax: 714-973-4892

[www.frankbarbarolaw.com](http://www.frankbarbarolaw.com)

237060  
7143360

WILLIAM J. LIGHT  
OF COUNSEL

YOLANDA M. MEDINA  
OF COUNSEL

DOUGLAS A. SCOTT  
OF COUNSEL

WILLIAM O. HUMPHREYS  
(1954-1998)

October 22, 2025

City of El Centro  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

Re: Government Code §910 Claim – Alfonso Luis, Tricia Luis

To Whom it May Concern:

This firm represents Alfonso Luis and Tricia Luis. Enclosed is a Claim Designation form for each entity where one is available. This is to provide notice of a claim for damages, as provided by California Government Code section 910. Claimant requests that if an entity has a particular form that it utilizes, that it provides the same to Claimant.

**Name and Address of Claimants:** Alfonso Luis, Tricia Luis [REDACTED]  
[REDACTED]

**Date of Birth:** [REDACTED]

**Date, Place and Other Circumstances of the Occurrence Giving Rise to the Claim:**

On or about February 18, 2025, and continuing thereon, Alfonso Luis was hospitalized at El Centro Regional Medical Center for a heart condition. During his stay an IV was placed into his left hand that became painful, swollen and irritated. Thereafter, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego. It was during this hospitalization that it was discovered that Mr. Luis' left hand began to change color became infected and his tissue began to die necessitating wound care for the duration of his stay and after discharge on March 1, 2025.

OCT 28 PM 4:46  
DF

More specifically, on or about February 18, 2025, respondents placed an IV in Mr. Luis' left arm. On or about February 20, 2025, Respondents removed said IV and placed a new IV in Mr. Luis' right arm. Thereafter, on February 21, 2025, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego where he developed an infection, tissue loss and an open wound.

On May 20, 2025, Mr. Luis requested a full and complete copy of his medical records and was not provided with all medical records, notes, nursing notes or vascular access peripheral IV notes. On June 19, 2025, a second request was sent to Respondents informing them of the lack of and missing records again requesting a complete copy of his entire medical records from his stay of February 18, 2025, through February 21, 2025.

Finally, on or about June 20, 2025, Mr. Luis received his complete medical records. Further research has determined that on August 1, 2025, the City of El Centro and El Centro Regional Medical Center has been absorbed and/or transferred ownership to Imperial Valley Healthcare District.

Claimant contends that the above-described Respondents (governmental entities and their employees) are liable for Claimant's damages on the following basis:

### **Negligence**

Claimants did not discover, nor should they have discovered, the true nature of Alfonso Luis's injury/illness or the negligence of Respondents and DOES 1 through 75 until from and after June 20, 2025.

The true names and capacities, whether individual, corporate, associate or otherwise, of DOES 1 through 75, inclusive, and each of them, are unknown to Claimant Alfonso Luis who therefore sues said respondents by such fictitious names and prays leave to amend this complaint/demand in this regard when the same shall have been fully and finally ascertained.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that each respondent designated herein as a DOE was responsible, negligently, or in some other actionable manner, for the events and happenings herein referred to, which proximately caused the injuries and damages to Claimant Alfonso Luis as are hereinafter alleged.

Claimant Alfonso Luis is informed and believes and upon such information and belief allege that at all times herein mentioned, Respondents and DOES I through 75 and each of them, were the agents, servants, employees, assistants, and/or consultants of their co-respondents and were, as such, acting within the course, scope, purpose and authority of said agency and employment; that each and every respondent as aforesaid, when acting as a principal, was negligent in the supervision, selection, hiring, proctoring, granting of, reviewing and renewing staff privileges, of each and every other respondent as an agent, servant, employee, assistant and/or consultant.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents City of El Centro, El Centro Regional Medical Center, Imperial Valley Healthcare District, and DOES 1 through 25, inclusive, and



each of them, were and now are corporations or some other business entity, organized and existing under the laws of the State of California and authorized and conducting a hospital, managed care or healthcare business within the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents DOES 26 through 50, inclusive, and each of them, were physicians and surgeons, licensed by the State of California to practice medicine and surgery in said State, with their principal offices in the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believe and upon such information and belief allege that at all times herein mentioned, respondents DOES 51 through 75, inclusive, and each of them, were nurses, attendants, assistants, technicians, nurse practitioners, and the like, acting within the course, scope, purpose and authority of their agency and/or employment with their aforesaid co-respondents and each of them.

Commencing on or about February 18, 2025, and prior and subsequent thereto, Claimant, Alfonso Luis consulted with and engaged for compensation, the medical services of Respondents and DOES 1 through 75, and each of them, so as to secure and receive appropriate medical care and treatment as was reasonable and necessary relative to Claimant Alfonso Luis then existing medical condition, health and well-being.

Pursuant to the aforementioned physician-patient relationship, Respondents, and DOES 1 through 75, and each of them, undertook said employment for compensation, and did agree to render and provide such medical services and to otherwise do all things necessary and proper for Claimant's general health and well-being and did thereafter initiate a course of care and treatment.

During the aforesaid course of care and treatment and subsequent thereto, Respondents, and DOES 1 through 75, and each of them, negligently failed to possess and exercise that degree of knowledge and skill ordinarily possessed and exercised by other physicians, surgeons, hospitals, nurses, certified nurse midwives, nurse practitioners, attendants, physical therapists, consultants, and the like, engaged in said professions in the same or similar locality as that of the defendants, and each of them, as aforesaid.

Respondents and each of them negligently withheld critical information from Claimant, Alfonso Luis' medical records in order to prevent him from discovering the true nature and cause of his injury.

As a direct and proximate result of the negligence, carelessness and unlawfulness of Respondents, and DOES 1 through 75 and each of them, Claimant Alfonso Luis was caused to suffer severe pain, disfigurement, permanent injury, physical and mental disability, great mental anguish, emotional distress.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES 1 through 75, and each of them, as aforesaid, claimant Alfonso Luis was required to and did incur x-ray, hospital, medical, surgical, and related expenses for the care and treatment of Claimant's injuries. Claimant is informed and believes and

upon such information and belief alleges that Claimant will incur similar expenses in the future in an amount presently unknown to Claimant.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES I through 75, and each of them, as aforesaid, Claimant Alfonso Luis has suffered a loss of earnings in an amount presently unknown and leave of court is again sought to amend this demand for arbitration/complaint in this regard when the same have been fully and finally ascertained according to proof thereof at the time of arbitration.

### **Loss of Consortium**

Claimant Tricia Luis makes the claim of Loss of Consortium against all Respondents and DOES 1 through 75. Claimant Tricia Luis incorporates herein as though fully alleged herein all paragraphs set forth in above.

At all times herein mentioned, claimants Tricia Luis and Alfonso were and are husband and wife. Prior to the physical and emotional injuries sustained by claimant Alfonso Luis, he was able to and did perform duties as a spouse. Subsequent to the injuries and as a legal result thereof, claimant Alfonso Luis was unable to perform the duties of a spouse and the work and services usually performed in the care, maintenance and management of the family home. By reason thereof, claimant Tricia Luis has been deprived of the consortium of her spouse, claimant Alfonso Luis, all to her damage.

### **General Description of Injury, Damage and Loss:**

The injuries sustained by Claimant are described above. As a direct result of the conduct of the above-described Respondents and each of them, Claimant suffered special and general damages in the nature of physical injuries, emotional suffering, permanent disfigurement, anxiety, and pain and suffering. Claimant will suffer such special and general damages in the future as well.

### **Identity of Witnesses and Government Employees Involved:**

See discussion above.

### **Amount Claimed:**

The amount claimed in damages exceeds \$10,000 and does not fall within the limited jurisdiction of the courts of this state, so pursuant to Government Code section 910(f), the amount claimed is not stated herein.

///

///

///

**Attorney Information to Whom Notices Should be Sent:**

Julia A. DeClark, Law Office of Frank P. Barbaro, APC, 1111 N. Broadway, Santa Ana, California, 92701, (714) 835-2122, [jdeclark@frankbarbarolaw.com](mailto:jdeclark@frankbarbarolaw.com).

Dated: October 22, 2025

**Law Office of Frank P. Barbaro, APC**

A handwritten signature in black ink that reads "Julia A. DeClark". The signature is written in a cursive, flowing style.

---

Julia A. DeClark, Attorney for Claimants



PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 1111 N. Broadway, Santa Ana, CA 92701.

On October 22, 2025, I served the foregoing document(s) described as Claim for Damages Government Claim §910 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

City of El Centro-City Clerk's Office  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

X BY MAIL: I served by certified return receipt requested mail a true and correct copy of the above-described documents in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FACSIMILE: I served by facsimile a true copy of the above-described document. I am "readily familiar with this firm's practice of processing correspondence by fax. Under that practice documents are placed in our fax machine and are processed and received simultaneously at their destination. The above-referenced document(s) was placed in the fax machine with all costs of faxing prepaid, directed to each party (using their fax number), listed on the attached Service List. Once the document has been transmitted, the fax machine provides a report indicating time of completion.

BY ELECTRONIC SERVICE: I sent the above described document(s) to the person(s) at the electronic address(es) noted in the attached service list from my electronic service address which is lcarlsson@frankbarbarolaw.com in accordance with procedures set forth pursuant to Code of Civil Procedure § 1013(g) and CRC 2.251.

Executed on October 22, 2025, at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



---

Lori Carlsson



LAW OFFICES OF  
FRANK P. BARBARO, APC



FRANK P. BARBARO  
(1943-2019)

JULIA A. DECLARK

1111 North Broadway, Santa Ana, California 92701  
Tel: 714-835-2122 · Fax: 714-973-4892  
www.frankbarbarolaw.com

287060  
714 3360

YOLANDA M. MEDINA  
OF COUNSEL

DOUGLAS A. SCOTT  
OF COUNSEL

WILLIAM J. LIGHT  
OF COUNSEL

WILLIAM O. HUMPHREYS  
(1954-1998)

May 20, 2025

VIA FACSIMILE – 760-339-4516  
El Centro Regional Medical Center  
1415 Ross Ave.  
El Centro, CA 92243

Re: Request for MEDICAL Records  
Patient: Alfonso Luis  
DOB: [REDACTED]

To Whom It May Concern:

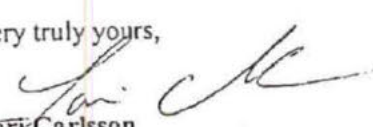
Our office is requesting any and all MEDICAL records for our client, Alfonso Luis. We are requesting **complete MEDICAL RECORDS** from January 21, 2025 to present.

Enclosed please find

- a signed authorization from Alfonso Luis releasing this information to us.

If you have any questions regarding this request, please contact the undersigned. Thanks in advance.

Very truly yours,

  
Lori Carlsson

Legal Secretary

1111 North Broadway

Santa Ana, CA 92701

Ph: 714-835-2122

Fax: 714-973-4892

E-mail: lcarlsson@frankbarbarolaw.com

(Attachment(s) as stated)

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION 45 C.F.R.  
Parts 160 & 164

You are authorized to release to Frank P. Barbaro & Associates, or its agents, the following information regarding me:

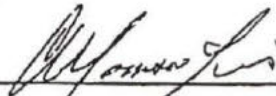
- This authorization is in effect for two years when it expires unless revoked in writing before then.

- I authorize the use or disclosure of my individually identifiable health information as described above for the purpose listed.
- I have the right to withdraw permission for the release of my information. If I sign this

authorization to use or disclose information, I can revoke that authorization at any time. The revocation must be made in writing and will not affect information that has already been used or disclosed.

- I have the right to receive a copy of this authorization.
- I am signing this authorization voluntarily and treatment, payment, or my eligibility for benefits will not be affected if I do not sign this authorization.
- I further understand that a person to whom records and information are disclosed pursuant to this authorization may not further use or disclose the medical information unless another authorization is obtained from me or unless such disclosure is specifically required or permitted by law.

I am requesting the disclosure of this information for legal purposes. I am aware that treatment, payment, enrollment or eligibility for benefits may not be conditioned on the signing of this Authorization.

Signature: 

Date: 5-20-2025

Printed Name: Alfonso Luis

*I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct, and that I am associated counsel Frank P. Barbaro Associates, and I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of no more than \$10,000.00 or by imprisonment of no more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. Section 522a(l)(3) by a fine of no more than \$5,000.00.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Exhibit "2"



FRANK P. BARBARO  
(1943-2019)

JULIA A. DECLARK

LAW OFFICES OF  
FRANK P. BARBARO, APC



WILLIAM J. LIGHT  
OF COUNSEL

WILLIAM O. HUMPHREYS  
(1954-1998)

1111 North Broadway, Santa Ana, California 92701

Tel: 714-835-2122 · Fax: 714-973-4892

[www.frankbarbarolaw.com](http://www.frankbarbarolaw.com)

June 19, 2025

Via Certified Mail & Fax- 760-339-4516  
El Centro Regional Medical Center  
**Health Information Department**  
1415 Ross Avenue  
El Centro, CA 92243

Re: Patient: Alfonso Luis  
D.O.B: [REDACTED]

To Whom it May Concern:

This office previously submitted a written request dated May 20, 2025, for the complete medical records of Mr. Alfonso Luis (hereinafter, "Mr. Luis"), accompanied by executed HIPAA-compliant authorizations designating our office as his authorized representatives. Notwithstanding the proper authorization provided, the records produced by your facility were materially incomplete, specifically omitting nursing notes, SOAP notes, and progress notes. Upon inquiry with your records department, this office was erroneously advised that a court-issued subpoena would be required to obtain such documentation. This assertion is legally incorrect, as the complete medical record, including all component documentation, constitutes the property of the patient and is subject to disclosure upon proper authorization. This correspondence serves to clarify Mr. Luis's statutory right to obtain his complete medical records and to demand production of all previously withheld documentation.

As you are likely aware, *Health & Safety Code* §§123100-123149.5 regulates the release of medical information. Specifically, *H&S Code* §123100 states "The Legislature finds and declares that every person having ultimate responsibility for decisions respecting his or her own health care also possesses a concomitant right of access to complete information respecting his or her condition and care provided. Similarly, persons having responsibility for decisions respecting the health care of others should, in general, have access to information on the patient's condition and care. It is, therefore, the intent of the Legislature in enacting this chapter to establish procedures for providing access to health care records or summaries of those records by patients and by those persons having responsibility for decisions respecting the health care of others."

More specifically, the *Health & Safety Code* defines who is entitled to a copy of medical records in *H&S Code* §123110(a) which states that "**The patient**" has the right to inspect patient records upon written request.

Further, *H&S Code* §123110(b) states "Additionally, **any patient or patient's personal representative** shall be entitled to a paper or electronic copy of all or any portion of the patient records that they have a right to inspect, upon presenting a request to the health care provider specifying the records to be copied, together with a fee to defray the costs of producing the copy or summary, as specified in subdivision (j). The health care provider shall ensure that the copies are transmitted within 15 days after receiving the request."

Pursuant to *H&S Code* §123120, "Any patient or representative aggrieved by a violation of Section 123110 may, in addition to any other remedy provided by law, bring an action against the health care provider to enforce the obligations prescribed by Section 123110. Any judgment rendered in the action may, in the discretion of the court, include an award of costs and reasonable attorney fees to the prevailing party. *Evidence Code* §1158 reinforces that, "Failure to make the records available, during business hours, within five days after the presentation of the written authorization, may subject the person or entity having custody or control of the records to liability for all reasonable expenses, including attorney's fees, incurred in any proceeding to enforce this section."

Please provide any and all records, including but not limited to nursing notes, SOAP notes, progress notes, prescriptions, medication fill requests, and all other documents contained within the patient's complete medical record no later than June 29, 2025 in order to avoid any unnecessary court intervention.

If you should have any questions or are in need of anything further, please do not hesitate to contact me directly.

Very Truly Yours,  
Law Offices of Frank P. Barbaro, APC

A handwritten signature in cursive script, reading "Julia A. DeClark".

Julia A. DeClark, Esq.

Exhibit "3"





FILE COMPLETED FORM BY MAIL OR IN PERSON AT:

CITY OF EL CENTRO  
City Clerk's Office  
1275 Main Street  
El Centro, CA 92243  
Phone 760.337.4515 Fax 760.337.4564

OFFICE USE ONLY  
CITY CLERK FILING STAMP

## CLAIMS FOR DAMAGES TO PERSONS OR PROPERTY

### INSTRUCTIONS

1. Claim for death, injury to person or to personal property must be filed no later than six (6) months after the occurrence (Gov. Code Sec. 911.2).
2. Claims for damages to real property must be filed no later than one (1) year after the occurrence (Gov. Code Sec. 911.2)
3. Read entire claim form before filing. Attach separate sheets, if necessary, to give full details. Please print or type your information.
4. Pursuant to the Public Records Act, submitted claim is subject to public disclosure.
5. This Claim must be signed and dated on page 2 at the bottom.

### CLAIMANT INFORMATION

Name of Claimant  
Alfonso & Tricia

Luis

(First Name)

(Middle Initial)

(Last Name)

Home Address:

Mailing Address (where all notices and/or communication should be sent to):

Julia A. DeClark, Law Offices of Frank P. Barbaro, APC 1111 N. Broadway

City, State, Zip Santa Ana, CA 92701

CA Driver's License No.

Daytime (714) 835-2122

Evening ( )

Cell ( )

Email: jdeclark@frankbarbarolaw.com

Date of Birth

### CLAIM INFORMATION

Type of Loss: ☒ Personal Injury

Other

Police Report #

☐ Property Damage

When did the injury or damage occur? On or about 2/19/25

AM/PM

(Month/Day/Year)

(Day of Week)

(Time)

Where did the injury or damage occur? (Street address, intersecting streets, or other location)

El Centro Regional Medical Center 1415 Ross Ave, El Centro, CA 92243

How did injury or damage occur? (Describe accident or occurrence)

Claimant suffered severe injury when an IV infiltrated his left hand leading to severe loss of skin and function of the left hand

What action or inaction on the part of the City caused the injury or damage?

See attached

Describe in detail the injury or damage:

Massive tissue loss and loss of full mobility of left hand

Witness to injury or damage. List all persons and addresses of persons known to have information.

[REDACTED]

(Name)

(Address)

(Phone Number)

(Name)

(Address)

(Phone Number)

Names of City employee(s) involved, if known

see attached

### FINANCIAL INFORMATION

Amount claimed as of this date: \$ 550,000.00

Estimated amount of future cost: \$ to be determined

Total amount claimed: \$

IF APPLICABLE, PLEASE PROVIDE A DIAGRAM OF THE INCIDENT AND LOCATION BELOW OR ATTACH SEPARATE SHEET(S), DATE AND SIGN EACH SHEET.

### SKETCH OF INCIDENT



*Julia A. DeClare*

SIGNATURE OF PERSON FILING CLAIM

10/22/25

DATE

NOTE: CLAIMS MUST BE FILED IN THE CITY CLERK'S OFFICE (Gov. Code Sec. 915A)  
PRESENTATION OF A FALSE CLAIM IS A FELONY (Pen. Code Sec. 72)

\*Once Claim for Damages and supporting documents have been turned in to the City Clerk's Office they cannot be returned.

Internal Claim ☐

Page | 2

FRANK P. BARBARO  
(1943-2019)

JULIA A. DECLARK

LAW OFFICES OF  
FRANK P. BARBARO, APC



1111 North Broadway, Santa Ana, California 92701

Tel: 714-835-2122 Fax: 714-973-4892

[www.frankbarbarolaw.com](http://www.frankbarbarolaw.com)

WILLIAM J. LIGHT  
OF COUNSEL

YOLANDA M. MEDINA  
OF COUNSEL

DOUGLAS A. SCOTT  
OF COUNSEL

WILLIAM O. HUMPHREYS  
(1954-1998)

October 22, 2025

City of El Centro  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

Re: Government Code §910 Claim – Alfonso Luis, Tricia Luis

To Whom it May Concern:

This firm represents Alfonso Luis and Tricia Luis. Enclosed is a Claim Designation form for each entity where one is available. This is to provide notice of a claim for damages, as provided by California Government Code section 910. Claimant requests that if an entity has a particular form that it utilizes, that it provides the same to Claimant.

Name and Address of Claimants: Alfonso Luis, Tricia Luis [REDACTED]  
[REDACTED]

Date of Birth: [REDACTED]

Date, Place and Other Circumstances of the Occurrence Giving Rise to the Claim:

On or about February 18, 2025, and continuing thereon, Alfonso Luis was hospitalized at El Centro Regional Medical Center for a heart condition. During his stay an IV was placed into his left hand that became painful, swollen and irritated. Thereafter, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego. It was during this hospitalization that it was discovered that Mr. Luis' left hand began to change color became infected and his tissue began to die necessitating wound care for the duration of his stay and after discharge on March 1, 2025.



More specifically, on or about February 18, 2025, respondents placed an IV in Mr. Luis' left arm. On or about February 20, 2025, Respondents removed said IV and placed a new IV in Mr. Luis' right arm. Thereafter, on February 21, 2025, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego where he developed an infection, tissue loss and an open wound.

On May 20, 2025, Mr. Luis requested a full and complete copy of his medical records and was not provided with all medical records, notes, nursing notes or vascular access peripheral IV notes. On June 19, 2025, a second request was sent to Respondents informing them of the lack of and missing records again requesting a complete copy of his entire medical records from his stay of February 18, 2025, through February 21, 2025.

Finally, on or about June 20, 2025, Mr. Luis received his complete medical records. Further research has determined that on August 1, 2025, the City of El Centro and El Centro Regional Medical Center has been absorbed and/or transferred ownership to Imperial Valley Healthcare District.

Claimant contends that the above-described Respondents (governmental entities and their employees) are liable for Claimant's damages on the following basis:

#### **Negligence**

Claimants did not discover, nor should they have discovered, the true nature of Alfonso Luis's injury/illness or the negligence of Respondents and DOES 1 through 75 until from and after June 20, 2025.

The true names and capacities, whether individual, corporate, associate or otherwise, of DOES 1 through 75, inclusive, and each of them, are unknown to Claimant Alfonso Luis who therefore sues said respondents by such fictitious names and prays leave to amend this complaint/demand in this regard when the same shall have been fully and finally ascertained.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that each respondent designated herein as a DOE was responsible, negligently, or in some other actionable manner, for the events and happenings herein referred to, which proximately caused the injuries and damages to Claimant Alfonso Luis as are hereinafter alleged.

Claimant Alfonso Luis is informed and believes and upon such information and belief allege that at all times herein mentioned, Respondents and DOES 1 through 75 and each of them, were the agents, servants, employees, assistants, and/or consultants of their co-respondents and were, as such, acting within the course, scope, purpose and authority of said agency and employment; that each and every respondent as aforesaid, when acting as a principal, was negligent in the supervision, selection, hiring, proctoring, granting of, reviewing and renewing staff privileges, of each and every other respondent as an agent, servant, employee, assistant and/or consultant.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents City of El Centro, El Centro Regional Medical Center, Imperial Valley Healthcare District, and DOES 1 through 25, inclusive, and

each of them, were and now are corporations or some other business entity, organized and existing under the laws of the State of California and authorized and conducting a hospital, managed care or healthcare business within the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents DOES 26 through 50, inclusive, and each of them, were physicians and surgeons, licensed by the State of California to practice medicine and surgery in said State, with their principal offices in the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believe and upon such information and belief allege that at all times herein mentioned, respondents DOES 51 through 75, inclusive, and each of them, were nurses, attendants, assistants, technicians, nurse practitioners, and the like, acting within the course, scope, purpose and authority of their agency and/or employment with their aforesaid co-respondents and each of them.

Commencing on or about February 18, 2025, and prior and subsequent thereto, Claimant, Alfonso Luis consulted with and engaged for compensation, the medical services of Respondents and DOES 1 through 75, and each of them, so as to secure and receive appropriate medical care and treatment as was reasonable and necessary relative to Claimant Alfonso Luis then existing medical condition, health and well-being.

Pursuant to the aforementioned physician-patient relationship, Respondents, and DOES 1 through 75, and each of them, undertook said employment for compensation, and did agree to render and provide such medical services and to otherwise do all things necessary and proper for Claimant's general health and well-being and did thereafter initiate a course of care and treatment.

During the aforesaid course of care and treatment and subsequent thereto, Respondents, and DOES 1 through 75, and each of them, negligently failed to possess and exercise that degree of knowledge and skill ordinarily possessed and exercised by other physicians, surgeons, hospitals, nurses, certified nurse midwives, nurse practitioners, attendants, physical therapists, consultants, and the like, engaged in said professions in the same or similar locality as that of the defendants, and each of them, as aforesaid.

Respondents and each of them negligently withheld critical information from Claimant, Alfonso Luis' medical records in order to prevent him from discovering the true nature and cause of his injury.

As a direct and proximate result of the negligence, carelessness and unlawfulness of Respondents, and DOES 1 through 75 and each of them, Claimant Alfonso Luis was caused to suffer severe pain, disfigurement, permanent injury, physical and mental disability, great mental anguish, emotional distress.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES 1 through 75, and each of them, as aforesaid, claimant Alfonso Luis was required to and did incur x-ray, hospital, medical, surgical, and related expenses for the care and treatment of Claimant's injuries. Claimant is informed and believes and



upon such information and belief alleges that Claimant will incur similar expenses in the future in an amount presently unknown to Claimant.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES 1 through 75, and each of them, as aforesaid, Claimant Alfonso Luis has suffered a loss of earnings in an amount presently unknown and leave of court is again sought to amend this demand for arbitration/complaint in this regard when the same have been fully and finally ascertained according to proof thereof at the time of arbitration.

#### **Loss of Consortium**

Claimant Tricia Luis makes the claim of Loss of Consortium against all Respondents and DOES 1 through 75. Claimant Tricia Luis incorporates herein as though fully alleged herein all paragraphs set forth in above.

At all times herein mentioned, claimants Tricia Luis and Alfonso were and are husband and wife. Prior to the physical and emotional injuries sustained by claimant Alfonso Luis, he was able to and did perform duties as a spouse. Subsequent to the injuries and as a legal result thereof, claimant Alfonso Luis was unable to perform the duties of a spouse and the work and services usually performed in the care, maintenance and management of the family home. By reason thereof, claimant Tricia Luis has been deprived of the consortium of her spouse, claimant Alfonso Luis, all to her damage.

#### **General Description of Injury, Damage and Loss:**

The injuries sustained by Claimant are described above. As a direct result of the conduct of the above-described Respondents and each of them, Claimant suffered special and general damages in the nature of physical injuries, emotional suffering, permanent disfigurement, anxiety, and pain and suffering. Claimant will suffer such special and general damages in the future as well.

#### **Identity of Witnesses and Government Employees Involved:**

See discussion above.

#### **Amount Claimed:**

The amount claimed in damages exceeds \$10,000 and does not fall within the limited jurisdiction of the courts of this state, so pursuant to Government Code section 910(f), the amount claimed is not stated herein.

///

///


///

**Attorney Information to Whom Notices Should be Sent:**

Julia A. DeClark, Law Office of Frank P. Barbaro, APC, 1111 N. Broadway, Santa Ana, California, 92701, (714) 835-2122, [jdeclark@frankbarbarolaw.com](mailto:jdeclark@frankbarbarolaw.com).

Dated: October 22, 2025

**Law Office of Frank P. Barbaro, APC**

A handwritten signature in cursive script that reads "Julia A. DeClark". The signature is written in dark ink and is positioned above a horizontal line.

---

Julia A. DeClark, Attorney for Claimants



PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 1111 N. Broadway, Santa Ana, CA 92701.

On October 22, 2025, I served the foregoing document(s) described as Claim for Damages Government Claim §910 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

City of El Centro-City Clerk's Office  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

X BY MAIL: I served by certified return receipt requested mail a true and correct copy of the above-described documents in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FACSIMILE: I served by facsimile a true copy of the above-described document. I am "readily familiar with this firm's practice of processing correspondence by fax. Under that practice documents are placed in our fax machine and are processed and received simultaneously at their destination. The above-referenced document(s) was placed in the fax machine with all costs of faxing prepaid, directed to each party (using their fax number), listed on the attached Service List. Once the document has been transmitted, the fax machine provides a report indicating time of completion.

BY ELECTRONIC SERVICE: I sent the above described document(s) to the person(s) at the electronic address(es) noted in the attached service list from my electronic service address which is lcarlsson@frankbarbarolaw.com in accordance with procedures set forth pursuant to Code of Civil Procedure § 1013(g) and CRC 2.251.

Executed on October 22, 2025, at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



---

Lori Carlsson

FRANK P. BARBARO  
(1943-2019)

JULIA A. DECLARK

**LAW OFFICES OF  
FRANK P. BARBARO, APC**



1111 North Broadway, Santa Ana, California 92701

Tel: 714-835-2122 · Fax: 714-973-4892

[www.frankbarbarolaw.com](http://www.frankbarbarolaw.com)

WILLIAM J. LIGHT  
OF COUNSEL

YOLANDA M. MEDINA  
OF COUNSEL

DOUGLAS A. SCOTT  
OF COUNSEL

WILLIAM O. HUMPHREYS  
(1954-1998)

October 22, 2025

City of El Centro  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

Re: Government Code §910 Claim – Alfonso Luis, Tricia Luis

To Whom it May Concern:

This firm represents Alfonso Luis and Tricia Luis. Enclosed is a Claim Designation form for each entity where one is available. This is to provide notice of a claim for damages, as provided by California Government Code section 910. Claimant requests that if an entity has a particular form that it utilizes, that it provides the same to Claimant.

Name and Address of Claimants: Alfonso Luis, Tricia Luis [REDACTED]  
[REDACTED]

Date of Birth: [REDACTED]

Date, Place and Other Circumstances of the Occurrence Giving Rise to the Claim:

On or about February 18, 2025, and continuing thereon, Alfonso Luis was hospitalized at El Centro Regional Medical Center for a heart condition. During his stay an IV was placed into his left hand that became painful, swollen and irritated. Thereafter, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego. It was during this hospitalization that it was discovered that Mr. Luis' left hand began to change color became infected and his tissue began to die necessitating wound care for the duration of his stay and after discharge on March 1, 2025.



More specifically, on or about February 18, 2025, respondents placed an IV in Mr. Luis' left arm. On or about February 20, 2025, Respondents removed said IV and placed a new IV in Mr. Luis' right arm. Thereafter, on February 21, 2025, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego where he developed an infection, tissue loss and an open wound.

On May 20, 2025, Mr. Luis requested a full and complete copy of his medical records and was not provided with all medical records, notes, nursing notes or vascular access peripheral IV notes. On June 19, 2025, a second request was sent to Respondents informing them of the lack of and missing records again requesting a complete copy of his entire medical records from his stay of February 18, 2025, through February 21, 2025.

Finally, on or about June 20, 2025, Mr. Luis received his complete medical records. Further research has determined that on August 1, 2025, the City of El Centro and El Centro Regional Medical Center has been absorbed and/or transferred ownership to Imperial Valley Healthcare District.

Claimant contends that the above-described Respondents (governmental entities and their employees) are liable for Claimant's damages on the following basis:

#### **Negligence**

Claimants did not discover, nor should they have discovered, the true nature of Alfonso Luis's injury/illness or the negligence of Respondents and DOES 1 through 75 until from and after June 20, 2025.

The true names and capacities, whether individual, corporate, associate or otherwise, of DOES 1 through 75, inclusive, and each of them, are unknown to Claimant Alfonso Luis who therefore sues said respondents by such fictitious names and prays leave to amend this complaint/demand in this regard when the same shall have been fully and finally ascertained.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that each respondent designated herein as a DOE was responsible, negligently, or in some other actionable manner, for the events and happenings herein referred to, which proximately caused the injuries and damages to Claimant Alfonso Luis as are hereinafter alleged.

Claimant Alfonso Luis is informed and believes and upon such information and belief allege that at all times herein mentioned, Respondents and DOES 1 through 75 and each of them, were the agents, servants, employees, assistants, and/or consultants of their co-respondents and were, as such, acting within the course, scope, purpose and authority of said agency and employment; that each and every respondent as aforesaid, when acting as a principal, was negligent in the supervision, selection, hiring, proctoring, granting of, reviewing and renewing staff privileges, of each and every other respondent as an agent, servant, employee, assistant and/or consultant.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents City of El Centro, El Centro Regional Medical Center, Imperial Valley Healthcare District, and DOES 1 through 25, inclusive, and

each of them, were and now are corporations or some other business entity, organized and existing under the laws of the State of California and authorized and conducting a hospital, managed care or healthcare business within the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents DOES 26 through 50, inclusive, and each of them, were physicians and surgeons, licensed by the State of California to practice medicine and surgery in said State, with their principal offices in the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believe and upon such information and belief allege that at all times herein mentioned, respondents DOES 51 through 75, inclusive, and each of them, were nurses, attendants, assistants, technicians, nurse practitioners, and the like, acting within the course, scope, purpose and authority of their agency and/or employment with their aforesaid co-respondents and each of them.

Commencing on or about February 18, 2025, and prior and subsequent thereto, Claimant, Alfonso Luis consulted with and engaged for compensation, the medical services of Respondents and DOES 1 through 75, and each of them, so as to secure and receive appropriate medical care and treatment as was reasonable and necessary relative to Claimant Alfonso Luis then existing medical condition, health and well-being.

Pursuant to the aforementioned physician-patient relationship, Respondents, and DOES 1 through 75, and each of them, undertook said employment for compensation, and did agree to render and provide such medical services and to otherwise do all things necessary and proper for Claimant's general health and well-being and did thereafter initiate a course of care and treatment.

During the aforesaid course of care and treatment and subsequent thereto, Respondents, and DOES 1 through 75, and each of them, negligently failed to possess and exercise that degree of knowledge and skill ordinarily possessed and exercised by other physicians, surgeons, hospitals, nurses, certified nurse midwives, nurse practitioners, attendants, physical therapists, consultants, and the like, engaged in said professions in the same or similar locality as that of the defendants, and each of them, as aforesaid.

Respondents and each of them negligently withheld critical information from Claimant, Alfonso Luis' medical records in order to prevent him from discovering the true nature and cause of his injury.

As a direct and proximate result of the negligence, carelessness and unlawfulness of Respondents, and DOES 1 through 75 and each of them, Claimant Alfonso Luis was caused to suffer severe pain, disfigurement, permanent injury, physical and mental disability, great mental anguish, emotional distress.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES 1 through 75, and each of them, as aforesaid, claimant Alfonso Luis was required to and did incur x-ray, hospital, medical, surgical, and related expenses for the care and treatment of Claimant's injuries. Claimant is informed and believes and



upon such information and belief alleges that Claimant will incur similar expenses in the future in an amount presently unknown to Claimant.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES 1 through 75, and each of them, as aforesaid, Claimant Alfonso Luis has suffered a loss of earnings in an amount presently unknown and leave of court is again sought to amend this demand for arbitration/complaint in this regard when the same have been fully and finally ascertained according to proof thereof at the time of arbitration.

#### **Loss of Consortium**

Claimant Tricia Luis makes the claim of Loss of Consortium against all Respondents and DOES 1 through 75. Claimant Tricia Luis incorporates herein as though fully alleged herein all paragraphs set forth in above.

At all times herein mentioned, claimants Tricia Luis and Alfonso were and are husband and wife. Prior to the physical and emotional injuries sustained by claimant Alfonso Luis, he was able to and did perform duties as a spouse. Subsequent to the injuries and as a legal result thereof, claimant Alfonso Luis was unable to perform the duties of a spouse and the work and services usually performed in the care, maintenance and management of the family home. By reason thereof, claimant Tricia Luis has been deprived of the consortium of her spouse, claimant Alfonso Luis, all to her damage.

#### **General Description of Injury, Damage and Loss:**

The injuries sustained by Claimant are described above. As a direct result of the conduct of the above-described Respondents and each of them, Claimant suffered special and general damages in the nature of physical injuries, emotional suffering, permanent disfigurement, anxiety, and pain and suffering. Claimant will suffer such special and general damages in the future as well.

#### **Identity of Witnesses and Government Employees Involved:**

See discussion above.

#### **Amount Claimed:**

The amount claimed in damages exceeds \$10,000 and does not fall within the limited jurisdiction of the courts of this state, so pursuant to Government Code section 910(f), the amount claimed is not stated herein.

///

///

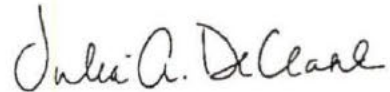
///

**Attorney Information to Whom Notices Should be Sent:**

Julia A. DeClark, Law Office of Frank P. Barbaro, APC, 1111 N. Broadway, Santa Ana, California, 92701, (714) 835-2122, [jdeclark@frankbarbarolaw.com](mailto:jdeclark@frankbarbarolaw.com).

Dated: October 22, 2025

**Law Office of Frank P. Barbaro, APC**

A handwritten signature in black ink that reads "Julia A. DeClark". The signature is written in a cursive style with a large initial 'J' and 'D'.

---

Julia A. DeClark, Attorney for Claimants



PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 1111 N. Broadway, Santa Ana, CA 92701.

On October 22, 2025, I served the foregoing document(s) described as Claim for Damages Government Claim §910 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

City of El Centro-City Clerk's Office  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

X BY MAIL: I served by certified return receipt requested mail a true and correct copy of the above-described documents in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FACSIMILE: I served by facsimile a true copy of the above-described document. I am "readily familiar with this firm's practice of processing correspondence by fax. Under that practice documents are placed in our fax machine and are processed and received simultaneously at their destination. The above-referenced document(s) was placed in the fax machine with all costs of faxing prepaid, directed to each party (using their fax number), listed on the attached Service List. Once the document has been transmitted, the fax machine provides a report indicating time of completion.

BY ELECTRONIC SERVICE: I sent the above described document(s) to the person(s) at the electronic address(es) noted in the attached service list from my electronic service address which is lcarlsson@frankbarbarolaw.com in accordance with procedures set forth pursuant to Code of Civil Procedure § 1013(g) and CRC 2.251.

Executed on October 22, 2025, at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



---

Lori Carlsson

FRANK P. BARBARO  
(1943-2019)

JULIA A. DECLARK

**LAW OFFICES OF  
FRANK P. BARBARO, APC**



1111 North Broadway, Santa Ana, California 92701

Tel: 714-835-2122 · Fax: 714-973-4892

[www.frankbarbarolaw.com](http://www.frankbarbarolaw.com)

WILLIAM J. LIGHT  
OF COUNSEL

YOLANDA M. MEDINA  
OF COUNSEL

DOUGLAS A. SCOTT  
OF COUNSEL

WILLIAM O. HUMPHREYS  
(1954-1998)

October 22, 2025

City of El Centro  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

Re: Government Code §910 Claim – Alfonso Luis, Tricia Luis

To Whom it May Concern:

This firm represents Alfonso Luis and Tricia Luis. Enclosed is a Claim Designation form for each entity where one is available. This is to provide notice of a claim for damages, as provided by California Government Code section 910. Claimant requests that if an entity has a particular form that it utilizes, that it provides the same to Claimant.

Name and Address of Claimants: Alfonso Luis, Tricia Luis [REDACTED]

Date of Birth: [REDACTED]

Date, Place and Other Circumstances of the Occurrence Giving Rise to the Claim:

On or about February 18, 2025, and continuing thereon, Alfonso Luis was hospitalized at El Centro Regional Medical Center for a heart condition. During his stay an IV was placed into his left hand that became painful, swollen and irritated. Thereafter, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego. It was during this hospitalization that it was discovered that Mr. Luis' left hand began to change color became infected and his tissue began to die necessitating wound care for the duration of his stay and after discharge on March 1, 2025.



More specifically, on or about February 18, 2025, respondents placed an IV in Mr. Luis' left arm. On or about February 20, 2025, Respondents removed said IV and placed a new IV in Mr. Luis' right arm. Thereafter, on February 21, 2025, Mr. Luis was transferred to Hillcrest Medical Center at UC San Diego where he developed an infection, tissue loss and an open wound.

On May 20, 2025, Mr. Luis requested a full and complete copy of his medical records and was not provided with all medical records, notes, nursing notes or vascular access peripheral IV notes. On June 19, 2025, a second request was sent to Respondents informing them of the lack of and missing records again requesting a complete copy of his entire medical records from his stay of February 18, 2025, through February 21, 2025.

Finally, on or about June 20, 2025, Mr. Luis received his complete medical records. Further research has determined that on August 1, 2025, the City of El Centro and El Centro Regional Medical Center has been absorbed and/or transferred ownership to Imperial Valley Healthcare District.

Claimant contends that the above-described Respondents (governmental entities and their employees) are liable for Claimant's damages on the following basis:

#### **Negligence**

Claimants did not discover, nor should they have discovered, the true nature of Alfonso Luis's injury/illness or the negligence of Respondents and DOES 1 through 75 until from and after June 20, 2025.

The true names and capacities, whether individual, corporate, associate or otherwise, of DOES 1 through 75, inclusive, and each of them, are unknown to Claimant Alfonso Luis who therefore sues said respondents by such fictitious names and prays leave to amend this complaint/demand in this regard when the same shall have been fully and finally ascertained.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that each respondent designated herein as a DOE was responsible, negligently, or in some other actionable manner, for the events and happenings herein referred to, which proximately caused the injuries and damages to Claimant Alfonso Luis as are hereinafter alleged.

Claimant Alfonso Luis is informed and believes and upon such information and belief allege that at all times herein mentioned, Respondents and DOES 1 through 75 and each of them, were the agents, servants, employees, assistants, and/or consultants of their co-respondents and were, as such, acting within the course, scope, purpose and authority of said agency and employment; that each and every respondent as aforesaid, when acting as a principal, was negligent in the supervision, selection, hiring, proctoring, granting of, reviewing and renewing staff privileges, of each and every other respondent as an agent, servant, employee, assistant and/or consultant.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents City of El Centro, El Centro Regional Medical Center, Imperial Valley Healthcare District, and DOES 1 through 25, inclusive, and

each of them, were and now are corporations or some other business entity, organized and existing under the laws of the State of California and authorized and conducting a hospital, managed care or healthcare business within the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believes and upon such information and belief alleges that at all times herein mentioned, respondents DOES 26 through 50, inclusive, and each of them, were physicians and surgeons, licensed by the State of California to practice medicine and surgery in said State, with their principal offices in the County of Imperial, State of California.

Claimant Alfonso Luis is informed and believe and upon such information and belief allege that at all times herein mentioned, respondents DOES 51 through 75, inclusive, and each of them, were nurses, attendants, assistants, technicians, nurse practitioners, and the like, acting within the course, scope, purpose and authority of their agency and/or employment with their aforesaid co-respondents and each of them.

Commencing on or about February 18, 2025, and prior and subsequent thereto, Claimant, Alfonso Luis consulted with and engaged for compensation, the medical services of Respondents and DOES 1 through 75, and each of them, so as to secure and receive appropriate medical care and treatment as was reasonable and necessary relative to Claimant Alfonso Luis then existing medical condition, health and well-being.

Pursuant to the aforementioned physician-patient relationship, Respondents, and DOES 1 through 75, and each of them, undertook said employment for compensation, and did agree to render and provide such medical services and to otherwise do all things necessary and proper for Claimant's general health and well-being and did thereafter initiate a course of care and treatment.

During the aforesaid course of care and treatment and subsequent thereto, Respondents, and DOES 1 through 75, and each of them, negligently failed to possess and exercise that degree of knowledge and skill ordinarily possessed and exercised by other physicians, surgeons, hospitals, nurses, certified nurse midwives, nurse practitioners, attendants, physical therapists, consultants, and the like, engaged in said professions in the same or similar locality as that of the defendants, and each of them, as aforesaid.

Respondents and each of them negligently withheld critical information from Claimant, Alfonso Luis' medical records in order to prevent him from discovering the true nature and cause of his injury.

As a direct and proximate result of the negligence, carelessness and unlawfulness of Respondents, and DOES 1 through 75 and each of them, Claimant Alfonso Luis was caused to suffer severe pain, disfigurement, permanent injury, physical and mental disability, great mental anguish, emotional distress.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES 1 through 75, and each of them, as aforesaid, claimant Alfonso Luis was required to and did incur x-ray, hospital, medical, surgical, and related expenses for the care and treatment of Claimant's injuries. Claimant is informed and believes and



upon such information and belief alleges that Claimant will incur similar expenses in the future in an amount presently unknown to Claimant.

As a further direct and proximate result of the aforesaid negligence, carelessness and unlawfulness of Respondents and DOES 1 through 75, and each of them, as aforesaid, Claimant Alfonso Luis has suffered a loss of earnings in an amount presently unknown and leave of court is again sought to amend this demand for arbitration/complaint in this regard when the same have been fully and finally ascertained according to proof thereof at the time of arbitration.

#### **Loss of Consortium**

Claimant Tricia Luis makes the claim of Loss of Consortium against all Respondents and DOES 1 through 75. Claimant Tricia Luis incorporates herein as though fully alleged herein all paragraphs set forth in above.

At all times herein mentioned, claimants Tricia Luis and Alfonso were and are husband and wife. Prior to the physical and emotional injuries sustained by claimant Alfonso Luis, he was able to and did perform duties as a spouse. Subsequent to the injuries and as a legal result thereof, claimant Alfonso Luis was unable to perform the duties of a spouse and the work and services usually performed in the care, maintenance and management of the family home. By reason thereof, claimant Tricia Luis has been deprived of the consortium of her spouse, claimant Alfonso Luis, all to her damage.

#### **General Description of Injury, Damage and Loss:**

The injuries sustained by Claimant are described above. As a direct result of the conduct of the above-described Respondents and each of them, Claimant suffered special and general damages in the nature of physical injuries, emotional suffering, permanent disfigurement, anxiety, and pain and suffering. Claimant will suffer such special and general damages in the future as well.

#### **Identity of Witnesses and Government Employees Involved:**

See discussion above.

#### **Amount Claimed:**

The amount claimed in damages exceeds \$10,000 and does not fall within the limited jurisdiction of the courts of this state, so pursuant to Government Code section 910(f), the amount claimed is not stated herein.

///

///

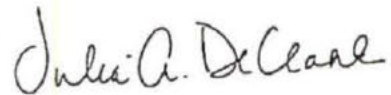
///

**Attorney Information to Whom Notices Should be Sent:**

Julia A. DeClark, Law Office of Frank P. Barbaro, APC, 1111 N. Broadway, Santa Ana, California, 92701, (714) 835-2122, [jdeclark@frankbarbarolaw.com](mailto:jdeclark@frankbarbarolaw.com).

Dated: October 22, 2025

Law Office of Frank P. Barbaro, APC

A handwritten signature in cursive script that reads "Julia A. DeClark". The signature is written in dark ink and is positioned above a horizontal line.

---

Julia A. DeClark, Attorney for Claimants



PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 1111 N. Broadway, Santa Ana, CA 92701.

On October 22, 2025, I served the foregoing document(s) described as Claim for Damages Government Claim §910 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

City of El Centro-City Clerk's Office  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

X BY MAIL: I served by certified return receipt requested mail a true and correct copy of the above-described documents in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FACSIMILE: I served by facsimile a true copy of the above-described document. I am "readily familiar with this firm's practice of processing correspondence by fax. Under that practice documents are placed in our fax machine and are processed and received simultaneously at their destination. The above-referenced document(s) was placed in the fax machine with all costs of faxing prepaid, directed to each party (using their fax number), listed on the attached Service List. Once the document has been transmitted, the fax machine provides a report indicating time of completion.

BY ELECTRONIC SERVICE: I sent the above described document(s) to the person(s) at the electronic address(es) noted in the attached service list from my electronic service address which is lcarlsson@frankbarbarolaw.com in accordance with procedures set forth pursuant to Code of Civil Procedure § 1013(g) and CRC 2.251.

Executed on October 22, 2025, at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



---

Lori Carlsson

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 1111 N. Broadway, Santa Ana, CA 92701.

On October 22, 2025, I served the foregoing document(s) described as Application for Leave from Late Claim on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

City of El Centro-City Clerk's Office  
1275 Main Street  
El Centro, CA 92243

El Centro Regional Medical Center  
1415 Ross Ave  
El Centro, CA 92243

Imperial Valley Healthcare District  
207 W. Legion Road  
Brawley, CA 92227

X BY MAIL: I served by certified return receipt requested mail a true and correct copy of the above-described documents in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FACSIMILE: I served by facsimile a true copy of the above-described document. I am "readily familiar with this firm's practice of processing correspondence by fax. Under that practice documents are placed in our fax machine and are processed and received simultaneously at their destination. The above-referenced document(s) was placed in the fax machine with all costs of faxing prepaid, directed to each party (using their fax number), listed on the attached Service List. Once the document has been transmitted, the fax machine provides a report indicating time of completion.

BY ELECTRONIC SERVICE: I sent the above described document(s) to the person(s) at the electronic address(es) noted in the attached service list from my electronic service address which is lcarlsson@frankbarbarolaw.com in accordance with procedures set forth pursuant to Code of Civil Procedure § 1013(g) and CRC 2.251.

Executed on October 22, 2025, at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

San Carlos

---

Lori Carlsson



FRANK P. BARBARO & ASSOC., APC  
JULIA A. DECLARK, # 349472  
1111 N. Broadway  
Santa Ana, CA 92701  
Telephone: (714) 835-2122; Fax: (714) 973-4892  
jdeclark@frankbarbarolaw.com

Attorney for Petitioners, Alfonso and Tricia Luis

STATE OF CALIFORNIA

CLAIM OF ALFONSO LUIS and TRICIA LUIS

Applicants,

vs.

CITY OF EL CENTRO, EL CENTRO  
REGIONAL MEDICAL CENTER, IMPERIAL  
VALLEY HEALTHCARE DISTRICT, and  
DOES 1 through 100, inclusive,

Respondent.

Case No.

APPLICATION FOR LEAVE TO PRESENT A  
LATE CLAIM

Government Code section 911.4 and 911.6

TO THE CITY OF EL CENTRO, EL CENTRO REGIONAL MEDICAL CENTER and  
IMPERIAL VALLEY HEALTHCARE DISTRICT:

1. Alfonso Luis and Tricia Luis hereby apply to the City of El Centro, El Centro Regional Medical Center and Imperial Valley Healthcare District for leave to present a claim against the State of California pursuant to Section 911.4 and 911.6 of the California Government Code on the grounds of mistake, inadvertence, surprise or excusable neglect.
2. The cause of action of Alfonso Luis and Tricia Luis as set forth in her proposed claim attached to this Application, accrued on or about 02/21/25, a period within one year from

1 the filing of this Application.

2 3. Alfonso Luis and Tricia Luis's reason for the alleged delay in presenting their claims  
3 against the City of El Centro, El Centro Regional Medical Center and Imperial Valley  
4 Healthcare District is as follows:

- 5 a. Government Code section 911.2(a) provides, in pertinent part: "A claim relating to  
6 a cause of action for death or for injury to person or to personal property or  
7 growing crops shall be presented as provided in Article 2 (commencing with  
8 section 915) not later than six months after the accrual of the cause of action."  
9 b. "The date upon which the cause of action would be deemed to have accrued  
10 within the statute of limitations which would be applicable" is the date on which  
11 the cause of action became actionable which was identified as being February  
12 21, 2025 (§ 901).  
13 c. Claimant's cause of action accrued on 02/21/2025. Six months after the accrual  
14 of the cause of action was, therefore, 08/21/2025.  
15 d. On May 20, 2025, Claimant, Alfonso Luis sent a request to El Centro Regional  
16 Medical Center for any and all medical records from his hospitalization of  
17 February 18, 2025 through February 21, 2025. (Exhibit "1") On or about May 22,  
18 2025, 133 pages of medical records were produced from El Centro Regional  
19 Medical Center. On June 19, 2025, a certified and faxed letter requesting all  
20 medical records was sent to El Centro Regional Medical Center again request  
21 ALL medical records. (Exhibit "2") Thereafter, the complete medical records were  
22 received.  
23 e. After receiving the medical records and determining the cause of Claimant's  
24 injuries further research into the applicable responsible entities it was discovered  
25 that Respondent Imperial Valley Healthcare District was entering into a shared  
26 service agreement wherein an asset transfer agreement whereby El Centro  
27 Regional Medical Center and the City of El Centro agreed to transfer the assets  
28 and liabilities of El Centro Regional Medical Center to Imperial Valley Healthcare



1 District. It was only recently discovered that this transition had taken place. It was  
2 further researched through the California Secretary of State that Imperial Valley  
3 Healthcare District was in fact a government entity,

4 f. Claimants did not present her claim against the City of El Centro, El Centro  
5 Regional Medical Center and Imperial Valley Healthcare District on 08/21/25,  
6 which would have satisfied the six-month statute of limitations, because Claimant  
7 and Claimant's counsel only recently obtained the full and complete medical  
8 records and were able to discover the true nature and cause of Claimants  
9 injuries. On October 22, 2025, City of El Centro, El Centro Regional Medical  
10 Center and Imperial Valley Healthcare District were served with the attached  
11 claim (Exhibit "3"). Further, it was only recently confirmed that Imperial Valley  
12 Healthcare District was now integrated into El Centro Regional Medical Center  
13 and the City of El Centro.

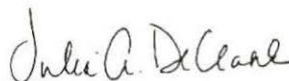
14 4. Further, there is no prejudice to the Respondents in that they knew or should have  
15 known at the time of the presentation of the Claimant's injuries that Claimant was  
16 injured. The Respondent has not lost the opportunity to investigate this claim.

17 5. All notices and communications concerning this claim should be sent to Julia A.  
18 DeClark, Law Offices of Frank P. Barbaro, APC, 1111 N. Broadway Santa Ana, CA  
19 92701.

20 WHEREFORE, Applicant asks that you grant this Application, deem the attached Claim  
21 to have been presented on your receipt of this application, and act on the Claim as required by  
22 Government Code section 911.6.

23 Dated: October 22, 2025

Law Offices of Frank P. Barbaro, APC

24  
25 

26 By: \_\_\_\_\_  
27 Julia A. DeClark, Attorney for Claimants  
28



Exhibit "1"