



**BOARD OF DIRECTORS**

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

**AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
THURSDAY, APRIL 9, 2026, 6:00 P.M.**

**601 Heber Ave.  
Calexico, CA. 92231**

**[Join Microsoft Teams](#)**

Meeting ID: 270 380 005 471 58

Passcode: eN2JG2qK

**~ CLOSED SESSION ~ 6:00 p.m.**

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8)  
Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities  
Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Christopher Bjornberg  
Negotiating parties: Pablo Velez, ECRMC, City of El Centro  
Under negotiation: Closing conditions related to Asset Transfer Agreement
  
- b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code 54956.9(d)(1)):
  - a. Name of Cases:
    - i. Garcia (Imperial County Superior Court Case No. ECU003564)
    - ii. Bradkowski (Imperial County Superior Court Case No. ECU003564)
    - iii. Martinez (Imperial County Superior Court Case No. ECU003593)
    - iv. Robledo (Imperial County Superior Court Case No. ECU004097)
    - v. Roman (Imperial County Superior Court Case No. ECU004041)
    - vi. Pacheco (Imperial County Superior Court Case No. ECU004220)
    - vii. Castro (Imperial County Superior Court Case No. ECU004252)
    - viii. Covarrubias-Nunez (Imperial County Superior Court Case No. ECU004362)
    - ix. Bucio (Imperial County Superior Court Case No. ECU004556)

**1. Call to Order – 6:30**

**2. Roll Call**

**3. Pledge of Allegiance**

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

**5. Consider Approval of Agenda**

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

**6. Public Comments**

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

**7. Board Comments**

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

- a. Brief reports by Directors on meetings and events attended
- b. Schedule of upcoming Board meetings and/or events
- c. Report by Merger Strategic Planning Ad-Hoc Committee
- d. Finance Committee Update

**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 March 26, 2026

**9. Items for Discussion and/or Board Action:**

- a. Action Item: Policy and Procedures: Funds Investment
- b. Action Item: Policy and Procedures: Chaperone Care

- c. Action Item: Policy and Procedures: Claims Management – Work Instruction
- d. Action Item: Policy and Procedures: Pharmaceutical Services for Neonates in the NICU
- e. Action Item: Policy and Procedures: Service Recovery
- f. Action Item: Policy and Procedures: Life Safety Management Plan
- g. Action Item: Adoption of Resolution No. 2026-0409 Resolution of the Board of Directors of the Imperial Valley Healthcare District to Amend its Conflict of Interest Code
- h. Action Item: Adoption of Resolution No. 2026-0409B Resolution of the Board of Directors of the Imperial Valley Healthcare District Making Certain Authorizations and Establishing Certain Policies Pursuant to Senate Bill 707 (2025)
- i. Staff Recommends Action to Authorize: Approve and authorize the Ordering Document and Public Sector Agreement for Oracle Cloud Services between Oracle America, Inc. (“Oracle”) and Imperial Valley Healthcare District (“IVHD”).  
Presented by: Carly Loper  
Contract Value: \$539,385.00  
Contract Term: Five-Year Agreement (May 2026 - May 2031)  
Budgeted: Yes  
Budgeted Classification: Licensing and Maintenance
- j. Staff Recommends Action to Authorize: GE Healthcare-Anesthesia Carestation Machine  
Presented by: Carol Bojorquez  
Contract Value: \$180,761.24 (2 Units)  
Contract Term: One Time Purchase  
Budgeted: Only 1 (\$93,174, 1 unit)  
Budgeted Classification: Capital

## 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 April 23, 2026, at 6:00 p.m. at Pioneers Memorial Hospital, 207 W. Legion Road, Brawley, Ca. 92227

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### POSTING STATEMENT

A copy of the agenda was posted April 03, 2026, at 601 Heber Ave. Calexico, CA. 92231 at 10:30 p.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

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



**MEETING MINUTES  
MARCH 26, 2026  
REGULAR BOARD MEETING**

**THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 26<sup>TH</sup> OF MARCH AT 1271 ROSS AVENUE, EL CENTRO, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.**

**CLOSED SESSION – 6:03 p.m.**

**a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

**Property: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 and related healthcare facilities**

**Agency negotiators: IVHD Ad Hoc (Katherine Burnworth, James Garcia, Laura Goodsell), Legal Counsel (Adriana Ochoa), IVHD CEO Christopher Bjornberg**

**Negotiating parties: Pablo Velez, ECRMC, City of El Centro**

**Under negotiation: Closing conditions related to Asset Transfer Agreement**

**BOARD RECONVENED INTO OPEN SESSION AT 7:10PM**

**a. No reportable action taken in closed session.**

**1. TO CALL ORDER:**

The regular meeting was called to order in open session at 7:17 pm by Laura Goodsell.

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

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

**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 Berker to approve the agenda for March 26, 2026. Motion passed by the following vote wit:

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



NOES: None

**6. PUBLIC COMMENT TIME:**

Ron Rubin noted that this board has really tried to fulfil the goal of AB918 to merge Heffernan Memorial and Pioneers with ECRMC and understands this has been a difficult time. He expressed his strong opinion about ECRMC and expenses.

Christian Rodriguez RN student IVC he expressed is concerns concerning the closure of PMH's student sures internship and how his classmates face uncertainty as to how they will efficiently and safely transition to new graduate roles at PMH because currently only one hospital offers the student residency and the is ECRMC. Carol Bojorquez, CNO from PMH informed the public that this information is incorrect. They have not closed the nurse residency program. They actually have 2 programs on site. They have the nurse residency program and also have the internship program for the nursing students.

**7. BOARD COMMENTS:**

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

Director Proctor met with James Gonzalez from the Autism Supporter of the Imperial County and April is Autism awareness month and there is going to be an event at Eager Park in Imperial from 10am-2pm. He would like to come to our next meeting to give a little presentation of the event.

- b. Schedule of upcoming Board meetings and events.

None

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

None

- d. Finance Committee Update.

Director Garcia reported that the finance committee met on the 23<sup>rd</sup> of this month and they reviewed the financials and also moved to recommend to the board of directors the approval of items on the current agenda items 9B Agreement for Rami Jirjis Urology P.C., and also item 9D Premier – Acute Care Membership Application.

**8. CONSENT CALENDAR:**

Motion was made by Director Berker and second by Director Garcia to approve the consent calendar items. Motion passed by the following vote wit:

- a. Minutes for March 12, 2026
- b. Approve and file PMH Expenses/Financial Report February 2026



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

NOES: None

**9. ACTION ITEMS:**

- 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.

Motion was made by Director Goodsell and second by Director Berker to approve recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related recommendations. Motion passed by the following wit:

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

NOES: None

- b. Staff Recommends Action to Authorize: Authorization to approve Medical Directorship Agreement for Rami Jirjis Urology P.C.

Presented by: Carly Zamora/Christopher R. Bjornberg

Contract Value: not to exceed \$18,000 annually

Contract Term: 3 years

Budgeted: Yes

Budgeted Classification: Directorship

Motion was made by Director Berker and second by Director Garcia to approve Authorization to approve Medical Directorship Agreement for Rami Jirjis Urology P.C. Motion passed by the following vote wit:

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

NOES: None

- c. Action Item: Policy and Procedures: California Sick Leave

Motion was made by Director Berker and second by Director Garcia to approve Policy and Procedures: California Sick Leave. Motion passed by the following vote wit:

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

NOES: None

- d. Staff Recommends Action to Authorize: Premier – Acute Care Membership Application.

Presented by: Carly Loper

Contract Value: \$15,000,000/yr

Contract Term: 5 years

Budgeted: Yes

Budgeted Classification: Medical Supplies



Motion was made by Director Berker and second by Director Garcia to approve Premier – Acute Care Membership Application. Motion passed by the following vote wit:

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

- e. Staff Recommends Action to Authorize: Sixth Amendment to IVHD-BRG Professional Services Agreement  
Presented by: Christoper R. Bjornberg, CEO  
Contract Increase Value: \$225,954.27

Motion was made by Director Goodsell and second by Director Proctor to approve Sixth and final Amendment to IVHD-BRG Professional Services Agreement. Motion passed by the following vote wit:

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

- f. PRESENTATION: Debt Capacity Analysis by WipFli Advisory, LLC  
Summary: The goal of this analysis is to provide the IVHD Board with a general range of tax obligation support needed to support the IVHD healthcare facilities. This analysis will inform the Board regarding the range of tax obligations needed by the funding mechanism that the Board will put on the ballot for voter approval in November 2026, pursuant to SB 1070 (2024).  
Presented by: Christoper R. Bjornberg, CEO, and WipFli Advisory LLC

Amanda Lyde, Senior manager for WipFli Advisory gave a brief presentation and update.

- g. Information, Discussion and Possible Action Regarding AB 2311  
Presented by: Christoper R. Bjornberg, CEO and Adriana R. Ochoa, Legal Counsel

Information concerning the bill was provided in the packet.

Chris Bjornberg, CEO, gave a brief report on his attendance in Sacramento for the AB 2311 and update.

#### **10. MANAGEMENT REPORTS:**

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

Carly went over the February 2026 financials

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

Carol went over the CNO report



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

None

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

Tomas reported that everything remains the same as last year.

Director Burnworth presented to Mr. Virgen a plaque for his service and all his hard work he did during the AB918 transition.

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

Chris reported that they have been meeting as a group on the strategic plan and working out some of those initiatives and what they are doing one of the things that came out of the finance committee last month is that they have not done a good job showing the board like cost savings and what's that going to look like and whether some of them are realized now or realized in the future shortly here and this year and beyond that. They have gotten together since then and have really started to put that together and at the April 9<sup>th</sup> board meeting, they will have some of that data to present for the board to see what some of those cost savings are and see what that looks like and see where they are going to be hitting. It has actually been pretty impressive of what they have been able to do so far and what it looks like. He also reported that he has talked about the marketing plan and based on previous conversations that they have had Matt and his team have been working hard on that and he had a conversation with him today and he is going to be meeting with Pablo and himself in the coming week to go over what the marketing plan looks like. They have done a really good job with it, and they will continue to work on that and then present it here in the near future.

Chris also reported that they did get some information back from Cerner and they do want to schedule another meeting with them after this meeting to talk a little bit more about it. There's been a few more things that have come up with them since then. That is something that they are still working on. They did not get a lot of great information afterwards as far as what they had told them before and aren't really happy with what they have come back to them with. They are still looking through the process and managing that.

- f. Legal: Adriana Ochoa – General Counsel

None

#### **11. ITEMS FOR FUTURE AGENDA:**

None

#### **12. ADJOURNMENT:**

With no future business to discuss, Motion was made unanimously to adjourn meeting at 8:37 p.m.

Title: <b>Funds Investment</b>		Policy No. ADM-00401
		Page 1 of 2
Current Author: Carly Loper, Chief Financial Officer		Effective: 9/1/1994
Latest Review/Revision Date: 2/2026		Manual: Administration / Admin Policies

Collaborating Departments: Admin Team		Keywords:	
<b>Approval Route: List all required approval</b>			
PSQC		Other:	
Clinical Service _____	MSQC	MEC	BOD 3/2026

**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 In order to provide a framework for the continuous, safe, and prudent management of District funds, the Governing Board of Directors shall establish this policy for investment activities of the District.

**2.0 Scope:** Accounting

**3.0 Policy:**

3.1 It is the policy of the District to invest any monies deemed appropriate, including Property, Plant, and Equipment Replacement funds, in short-term (5 year or less) fixed-income instruments earning a favorable market rate of interest without assuming undue risk to principal. The investments shall be made in accordance with the assuming undue risk to principal. The investments shall be made in accordance with the California Government Code relating to local agencies investments, commencing with Section 53600 and including Senate Bill #866 (approved by The Governor and filed with The Secretary of State October 12, 1995). The primary objective of such investments, in order of importance and priority, shall be 1) the preservation of capital; 2) maintenance of liquidity; and 3) rate of yield.

**4.0 Definitions:** Not applicable

**5.0 Procedure:**

5.1 Investments are the responsibility of the hospital's Chief Financial Officer (CFO). This responsibility includes the authority to select an investment advisor to open accounts with brokers, and the establishment of safekeeping accounts or other arrangements for the custody of funds or securities. Any accounts, funds, or securities managed or maintained by a third party are to be governed according to the terms of a custodial agreement between the District and the third party.

5.2 The CFO is authorized to make decisions on the behalf of the District regarding the purchasing and selling of investments. The CFO or Chief Executive Officer (CEO) is authorized to execute such documents as are necessary to carry forth said responsibilities.

5.3 The CFO shall be responsible for reporting the status of investments on a quarterly basis. These reports shall include a listing of all investments held, the book value of the investments, the original market value of the investments, the current market value of the investments, and the types of investments. These reports shall be verified at least

Title: <b>Funds Investment</b>		Policy No. ADM-00401
		Page 2 of 2
Current Author: Carly Loper, Chief Financial Officer		Effective: 9/1/1994
Latest Review/Revision Date: 2/2026		Manual: Administration / Admin Policies

annually by the District’s independent accountants.

- 5.4 On a quarterly basis, there shall be a written statement prepared by the CFO attesting that the District’s investments comply with the laws of the State of California and that the District has sufficient funds to meet the cash flow needs of the District (from the time of the report).
- 5.5 The CFO shall, at least annually, be responsible for reviewing and modifying this policy for recommendation to the Board for its review and approval.

**6.0 References:**

- 6.1 California Government Code relating to local agencies investments, commencing with Section 53600 and including Senate Bill #866 (approved by The Governor and filed with The Secretary of State October 12, 1995)

**7.0 Attachment List:** Not applicable

**8.0 Summary of Revisions:**

- 8.1 Updated PMHD to IVHD

## Imperial Valley Healthcare District

Title: <b>Chaperone Care</b>		Policy No. ADM-00083
		Page 1 of 4
Current Author: Merlina Esparza		Effective:
Latest Review/Revision Date: 01/30/2026		Manual: Administration/Quality

Collaborating Departments: Nursing, Legal, Compliance, Quality/Risk		Keywords: sensitive examination, physical examination; sensitive procedure	
<b>Approval Route: List all required approval</b>			
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 purpose of this policy is to provide guidelines on the provision of chaperones for patients during physical examinations, sensitive examination and/or procedures that involve physical inspection or palpation of anorectal, genital, and/or the female breast areas. The use of chaperones is part of the district's efforts to provide safe and responsible care by maintaining and fostering a culture of responsibility, mutual accountability, and appropriate response to suspected unprofessional or unsafe behavior.

### 2.0 Scope: District wide

### 3.0 Policy:

- 3.1 Imperial Valley Healthcare District (IVHD) through its corresponding hospital and clinical facilities, will work to make chaperones available to patients during physical examinations, sensitive examination and/or procedures that require physical inspection or palpation of anorectal, genital, and/or the female breast areas to foster a comfortable and considerate patient atmosphere.

### 4.0 Definitions:

- 4.1 Chaperone: A health care worker whose role is to independently observe an examination by a provider and/or health care worker to ensure appropriate patient interaction. A chaperone can be another nurse, nursing assistant, therapist, physician, and licensed independent practitioner, nursing student, department aide/assistant or a trained licensed or unlicensed staff member.
- 4.2 Sensitive examination: The physical examination of or, a procedure involving the genitalia, rectum (regardless of gender) or female breast or the breast of a patient who identifies as female.
- 4.3 Sensitive procedure: Nursing care or procedures that involve placement of finger(s), swabs, or medications/medical equipment on or into the vagina, penis, urethra or rectum.

### 5.0 Procedure:

- 5.1 Chaperones are entrusted with the duty of ensuring patient/employee and provider safety and privacy during Sensitive examinations and Sensitive procedures, and will be responsible for following IVHD Chaperone Care guidelines with the exception of daily

## Imperial Valley Healthcare District

Title: <b>Chaperone Care</b>		Policy No. ADM-00083
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personal hygiene and/or nursing care that includes perineal cleansing and personal hygiene assistance (diaper changes, incontinence care, and bathing or perineal checks/care that do not involve cervical assessment for dilation (with the exception of laboring women).

### 5.2 Chaperone availability:

5.2.1 Chaperones will be offered prior to all genitourinary, rectal, and female breast examinations no matter the identified gender of the employee or patient.

5.2.2 A patient has the right to request a chaperone at any time throughout a consultation and/or examination.

5.2.3 A chaperone will be offered even if the patient has a trusted companion or family member present.

5.2.4 Special considerations for a chaperone may include patients with severe anxiety, religious/cultural needs, or mental health needs or developmental disorders

5.2.5 Chaperone documentation in the patient's medical record will include the chaperone's name, title and the portion of the examination which the chaperone was present.

### 5.3 In rare circumstances, when a chaperone may not be available:

5.3.1 The patient may decline the examination; the employee will document the examination delay due to unavailability of a chaperone in the patient's medical record. The nurse and/or physician must decide if they will proceed with the examination without a chaperone present, such as if the examination is urgent based on clinical history and presentation. The patient must agree to continue the examination without a chaperone. The employee will document the lack of a chaperone along with the rationale of proceeding without a chaperone and the patient's consent in the medical record.

5.3.2 All patients will be provided with the highest level of privacy and dignity. The patient will be provided with a private room for dressing, appropriate gowns and drapes for the patient's body habitus, a private area to discuss concerns with their provider and/or employee, and any request for a chaperone will be honored.

5.3.3 The employee should explain what is involved with the examination or procedure, and that a chaperone will be present unless the patient prefers not to have one. This will minimize the chance of misunderstanding.

5.3.4 Whenever practical, but not required, the chaperone should be the gender that the patient feels most comfortable with.

5.3.5 Chaperones can assist the health care professional or provide support to the patient with personal hygiene, toileting or undressing/dressing if needed.

5.3.6 The employee should ensure that the chaperone is present prior to the commencement of the covered examination or procedure and remains present until the end of the examination or procedure.

5.3.7 If the patient declines a chaperone, document the declination of a chaperone in the medical record.

5.3.8 A chaperone has the right to stop a sensitive procedure/examination or care if they feel the employee's behavior is inappropriate or unacceptable.

## Imperial Valley Healthcare District

Title: <b>Chaperone Care</b>		Policy No. ADM-00083
		Page 3 of 4
Current Author: Merlina Esparza		Effective:
Latest Review/Revision Date: 01/30/2026	Manual: Administration/Quality	

- 5.3.9 A chaperone who witnesses inappropriate/unacceptable behavior by an employee or provider will immediately stop the action and report this to their manager or another senior manager even if they did not stop the procedure while it was ongoing.
- 5.3.10 A relative or friend of the patient is not an impartial observer and cannot be a chaperone unless they are a parent or guardian of an infant or child (see Section 5.3.11 – Minors below). Even though they cannot be a chaperone, if the patient would like a relative or friend to stay with them, it should be allowed when reasonable and permissible. Clinical staff should always work to explain the examination or procedure to the patient and/or their representative to minimize the potential for any misunderstandings.
- 5.3.11 Minors – The following steps should be taken prior to the commencement of a physical examination or procedure that involves inspection or palpation of anorectal, genital, and/or the female breast areas of minor patients:
- 5.3.11.1 The physical examination of an infant or child under 12 years old should always be performed in the presence of a parent or guardian. If a parent or guardian is unavailable or the parent's presence will interfere with the physical examination, such as in a possible case of abuse or parental mental health issues, a chaperone must be present during any sensitive physical examination.
- 5.3.11.2 If the patient is an adolescent of 12 years or above and the examination requires inspection or palpation of anorectal or genital areas and/or the female breast, a chaperone must be present. An adolescent cannot refuse a chaperone.
- 5.3.12 Procedures deemed to be lifesaving or emergent should not be delayed. (i.e. removal of blouse to perform CPR).
- 5.3.13 For the following exams a chaperone can be offered but is not required unless requested by the patient:
- 5.3.13.1 Exam of the urethra in both males and females
- 5.3.13.2 Breast radiology including mammography, ultrasound, interventional, and MRI
- 5.3.13.3 Echocardiograms
- 5.3.13.4 Standard patient care such as listening to the heart or lungs or placing EKG leads
- 5.3.13.5 In all the above instances the patient should be appropriately draped and the drape utilized as a barrier between the patient and the healthcare professional
- 5.3.14 For the following exams a chaperone must be present unless declined by the patient:
- 5.3.14.1 Breast examination of a female patient or a patient that identifies as a female.
- 5.3.14.2 Palpation of the external genitalia.
- 5.3.14.3 Placement of fingers, speculum, swabs or any other instrument into

## Imperial Valley Healthcare District

Title: <b>Chaperone Care</b>		Policy No. ADM-00083
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the vagina or rectum. Exception for women being evaluated for labor and delivery.

### 6.0 References:

- 6.1 The American College of Obstetricians and Gynecologists, Committee on Ethics, Opinion Number 373 (August 2007), Sexual Misconduct
- 6.2 American Medical Association, Opinion 8.21 - Use of Chaperones during Physical Exams
- 6.3 AMA Principles of Medical Ethics: I, IV. Use of Chaperones. American Medical Association (AMA) Code of Medical Ethics Opinion 1.2.4, [www.ama-assn.org/delivering-care/use-chaperones](http://www.ama-assn.org/delivering-care/use-chaperones)
- 6.4 Medical Protection. Chaperones. April 12, 2016, [www.medicalprotection.org](http://www.medicalprotection.org)
- 6.5 *University of Michigan Health System Executive Committee, The Use of Chaperones During Sensative Examinations and Procedures (June 2019) <http://www.uofmhealth.org>*

### 7.0 Attachment List

- 7.1 Attachment A – Chaperone Care Guideline

### 8.0 Summary of Revisions:

- 8.1 changed PMHD to IVHD

# Imperial Valley Healthcare District Chaperone Care

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**What is a Chaperone:** a chaperone is a person who acts as a witness for a patient and/or health professional during sensitive examinations or procedures. Chaperones should place themselves in a location where they are able to assist as needed and observe the care being provided.

**What is a sensitive exam:** A sensitive exam is a physical examination or procedure/care involving the genitalia, rectum (regardless of gender) or female breast or the breast of a patient who identifies as female. EXCEPTION: Nursing care that includes perineal cleansing and care as a part of everyday personal hygiene assistance (e.g. Diaper changes, incontinence care, bathing)

- Chaperones are provided to help protect and enhance the patient's comfort, safety, privacy, security and dignity during sensitive examinations or procedures.
- Having a chaperone also provides protection for health care professionals against unfounded allegations of improper behavior.
- For patients with mental health needs or developmental disorders a chaperone should be provided because sensitive examinations or procedures can be confusing or threatening.
- A chaperone can be another nurse, nursing assistant, therapists, physician, licensed independent practitioner or nursing student.
- Whenever possible, but not required, the chaperone should be the gender that the patient feels most comfortable with.
- Chaperones can assist the health care professional or provide support to the patient with personal hygiene, toileting or undressing/dressing if needed.
- Family members or friends of the patient should never be utilized as a chaperone.
- In some cases a patient's personal and cultural preferences may broaden their own definition of a sensitive examination, chaperones will always be provided for other examinations if requested by a patient, parent or legal guardian.
- A patient can decline a chaperone. If they decline the chaperone, you must document in the medical record. Preferred documentation would be: "A chaperone was offered for this sensitive examination, but the patient requested that a chaperone not be present"
- When a chaperone is present for care you need to document the chaperones name in the electronic medical record.

**For the following exams a chaperone can be offered but is not required unless requested by the patient:**

- Exam of the urethra in both males and females
- Breast radiology including mammography, ultrasound, interventional, and MRI
- Echocardiograms
- Standard patient care such as listening to the heart or lungs or placing EKG leads
- In all the above instances the patient should be appropriately draped and the drape utilized as a barrier between the patient and the healthcare professional

**For the following exams a chaperone must be present unless declined by the patient:**

- Breast examination of a female patient or a patient that identifies as a female
- Palpation of the external genitalia
- Placement of fingers, speculum, swabs or any other instrument into the vagina or rectum

**Emergency care should never be impeded**

**A chaperone has the right to stop a sensitive procedure, examination or care if they feel that the health professional's behavior is inappropriate or unacceptable. A chaperone who witnesses inappropriate or unacceptable behavior on the part of the health professional will immediately report this to their manager or another administrator, even if they did not stop the procedure while it was ongoing.**

## Imperial Valley Healthcare District

Title: <b>Claims Management – Work Instruction</b>		Policy No. ADM-00477
		Page 1 of 2
Current Author: Merlina Esparza /Mercedes Martinez		Effective: 6/1/1999
Latest Review/Revision Date: 01/30/2026		Manual: Administration / Risk

Collaborating Departments: All departments		Keywords: claims, compensation, lawsuit, suit		
<b>Approval Route: List all required approval</b>				
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 Define the process for the management of claims against IVHD.

### 2.0 Scope: Risk & Quality

### 3.0 Policy:

- 3.1 The Risk Manager is responsible for reporting actual or potential claims to the hospital’s liability carrier.

### 4.0 Definitions:

- 4.1 Lawsuit – Cases where formal legal action for damages has been initiated usually in a summons or complaint serviced.
- 4.2 Claims – A formal notification, either orally or in writing that monetary damages are being sought from the hospital by a third party for an alleged injury. It may be made by the patient or by the patient’s family, guardian or attorney.
- 4.3 Potentially Compensable Events (PCE) – Any incident in which there is neither an active claim nor an institution of formal legal action.
  - 4.3.1 This includes cases in which an unexpected event has caused injury or potential injury during the course of patient treatment, or no injury has occurred but there has been an expression of dissatisfaction or perceived injury by the patient and/or family.

### 5.0 Procedure:

- 5.1 In the event a claim, lawsuit or PCE emerges, the Risk Manager will be notified immediately.
- 5.2 All correspondence regarding the claim, lawsuit or PCE, including the envelope, will be date and time stamped upon receipt.
- 5.3 All correspondence must be saved with the file as they are received.
- 5.4 The Risk Manager will notify, via fax, email, or telephone IVHDs legal counsel and BETA Healthcare claims representative, if possible, on the day it is received. (Attachment A, First Report of Claim)
  - 5.4.1 All claims will be emailed to [claims@betahq.com](mailto:claims@betahq.com) to ensure the claim is received.
- 5.5 Notify Health Information Management to secure the medical record in the designated locked file cabinet and Lab Manager to secure pathology/lab specimens, if applicable.
- 5.6 The Risk Management Department will start a file for the claim and identify it with the

## Imperial Valley Healthcare District

Title: <b>Claims Management – Work Instruction</b>		Policy No. ADM-00477
		Page 2 of 2
Current Author: Merlina Esparza /Mercedes Martinez		Effective: 6/1/1999
Latest Review/Revision Date: 01/30/2026	Manual: Administration / Risk	

patient's name, date of incident and medical records number.

5.6.1 Place the Claims Management Worksheet (Attachment B) in the file to follow claim activity.

5.7 The Risk Management Department will enter and track all potential and actual claims in the Midas Claims Module.

5.8 Staff is not allowed to sign documents sent by a plaintiff's attorney; refer to any questions to IVHD legal counsel.

**6.0 References:** Not applicable

**7.0 Attachment List:**

7.1 Attachment A – Beta First Report of Claim

7.2 Attachment B – Claims Management Worksheet

7.3 Attachment C – Claim Against Public Entity

**8.0 Summary of Revisions:**

8.1 Changed author

8.2 Changed PMHD to IVHD

8.3 5.2 added date and time stamped

8.4 Removed Tami Nichols and added BETA Claims Representative

8.5 Minor grammar edits

### IVHD Claims Management Worksheet

NAME of Plaintiff:	MR#:
Date of Incident:	Account #:
BETA Contact:	If OB Case: Mom or Baby MR#:
Phone Number: (     )     )	Midas Event #s: Claim Mgt #
PMHD Attorney:	Quality Mgt #
Phone Number: (     )     )	Risk Mgt #
Plaintiff's Attorney:	Patient Relations #
Brief description of incident and those involved:	

DATE	ACTION	NOTES
	TRIGGER CLAIM submitted to BETA	Sent to:
	Report of Incident emailed to BETA	Sent to:
	Notification of Claim/Suit received	
	BETA Claims Rep notified:	Via:
	IVHD Attorney notified:	Via:
	Electronic record flagged "Legal Status"	
	Copies of MR requested	
	Copies of MR made	# of copies made:
	MR mailed/secure file to BETA:	Via:
	Check if any lab/pathology specimen(s) need to be secured	
	Medical record checked for recent visits or ongoing treatment related to incident. If YES, which department/Clinic:                   (Ex: PT, CHC, PHC, WCC, Oncology, etc...) Notified respective department to exercise caution when speaking with patient?	
	Has case gone to Peer Review?	When?
	Case needs Peer Review?	
	BETA Letter of Acknowledgement received	
	Notice of Return of Untimely Claim received	



# **IVHD Claims Management Worksheet**

# Claim Against Public Entity

**NAME OF DISTRICT:**

1.	Name of claimant:		
	Home address:	<i>Street</i>	<i>Telephone</i>
		<i>City, state, postal code</i>	(       )       -
	Business address:	<i>Street</i>	<i>Telephone</i>
		<i>City, state, postal code</i>	(       )       -
2.	Mailing address: (Note: List address where all correspondence regarding this claim should be sent)	<i>Name of Recipient (if other than claimant):</i>	
		<i>Street</i>	<i>Telephone</i>
		<i>City, state, postal code</i>	(       )       -
3.	List name, address, and phone number of any witness(es). Use separate sheet for additional witnesses.		
	Name:		
	Address:	<i>Street</i>	<i>Telephone</i>
		<i>City, state, postal code</i>	(       )       -
4.	List the date, time, place, and other circumstances of the occurrence that gave rise to the claim asserted:		
	Date:	Time:	Place:
	Tell what happened (give complete information):		
	<i>Note: Attach any photographs you may have regarding this claim.</i>		
5.	Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of claim:		
6.	Give the name(s) of the public employee(s) involved if known:		
	1.	2.	
	3.	4.	
7.	If the actual amount of your claim is less than \$10,000, indicate the exact amount of your claim, and, if possible, show specific itemization and/or include copies of any documents in support thereof. If the amount of the claim exceeds \$10,000, a dollar amount should not be included in this claim form.		
	Date:	Time:	Signature



## FIRST REPORT OF CLAIM

PLEASE EMAIL THE FIRST REPORT OF CLAIM AND ANY ASSOCIATED DOCUMENTS TO: [CLAIMS@BETAHG.COM](mailto:CLAIMS@BETAHG.COM)

NAME OF BETA FACILITY OR ORGANIZATION:	CLAIM REPORTED BY (NAME/POSITION):
LOCATION/CAMPUS:	DATE REPORTED:
REASON FOR REPORT: <input type="checkbox"/> INCIDENT <input type="checkbox"/> CLAIM <input type="checkbox"/> LAWSUIT	
DETAILS OF CLAIM (DATE RECEIVED AND/OR SERVED):	

### CLAIMANT/INJURED PARTY INFORMATION

CLAIMANT/INJURED PARTY:	DATE OF BIRTH:	GENDER:	MARITAL STATUS:
SSN AND/OR MEDICARE BENEFICIARY IDENTIFIER #:			

### EVENT INFORMATION

DATE OF EVENT:	WITNESS(ES):
FOR PREMISES LIABILITY CASES, WAS THE INJURED PERSON TREATED AT THE BETA FACILITY? <input type="checkbox"/> YES <input type="checkbox"/> NO	
ARE THERE ANY VIDEOS, SECURITY REPORTS OR INCIDENT REPORTS REGARDING THIS INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
PLEASE INDICATE ATTACHMENTS (E.G., CLAIM, MEDICAL RECORDS, INCIDENT REPORTS):	
DESCRIPTION OF EVENT (PLEASE ATTACH A SEPARATE PAGE IF NEEDED):	
INJURIES SUSTAINED	
CURRENT STATUS OF PATIENT (IF KNOWN):	

### FACILITY OR ORGANIZATION INVESTIGATION

INVESTIGATION COMPLETE? <input type="checkbox"/> YES <input type="checkbox"/> INCOMPLETE ANTICIPATED DATE OF COMPLETION:
COMMUNICATION ESTABLISHED WITH PATIENT/FAMILY; POINT OF CONTACT ASSIGNED? <input type="checkbox"/> YES <input type="checkbox"/> NO
PEER SUPPORT OFFERED TO INVOLVED STAFF? <input type="checkbox"/> YES <input type="checkbox"/> NO
WHAT SYSTEMS ISSUES CONTRIBUTED TO THE EVENT? (E.G., INADEQUATE STAFFING/COMPETENCY/ROLE ASSIGNMENTS, INACCURATE OR UNAVAILABILITY OF PATIENT INFORMATION, UNAVAILABILITY OF EQUIPMENT/SUPPLIES, UNIT CULTURE, ETC.)
WHAT PHYSICAL FACTORS CONTRIBUTED TO THE EVENT? (E.G., LIGHTING, NOISE, ALARM FATIGUE, DEPARTMENT TRAFFIC, SAFETY/SECURITY CONCERNS, ETC.)
WHAT HUMAN FACTORS CONTRIBUTED TO THE EVENT? (E.G., MISCOMMUNICATION, ERROR IN JUDGMENT/BIAS, FATIGUE, ETC.)
WHAT BEHAVIORAL CHOICES CONTRIBUTED TO THE EVENT? (E.G., WORK-AROUND OF PROCESS/POLICIES AND PROCEDURES, ETC.)

## Imperial Valley Healthcare District

Title: <b>Pharmaceutical Services for Neonates in the NICU</b>		Policy No. CLN-00295
		Page 1 of 2
Current Author: Sandra Taylor, RNC-NIC, BSN		Effective:
Latest Review/Revision Date: 09/15/2025		Manual: Clinical / NICU

Collaborating Departments: Pharmacy, NICU Medical Director, NICU Manager		Keywords: Medications/Neonate		
<b>Approval Route: List all required approval</b>				
MARCC 09/2025	PSQC	Other: <u>P&amp;T Subcommittee</u>		
Clinical Service <u>Peds</u> 10/2025		MSQC 10/2025	MEC 10/2025	BOD 10/2025

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

### 1.0 Purpose:

- 1.1 To provide neonatal appropriate medications

### 2.0 Scope: Pharmacy

### 3.0 Policy:

- 3.1 There shall be at least one licensed pharmacist holding a doctoral degree in pharmacy (PharmD) with neonatal expertise available for consultation to the PMH Intermediate NICU staff.
  - 3.1.1 Pharmacists that hold PharmDs with neonatal expertise are available for consultation at Rady's Main through the Regional Cooperation agreement which provides services to the PMH Intermediate NICU and PMH pharmacy staff
- 3.2 Pharmacy staff and pharmaceutical services shall be available on a 24-hour basis to the PMH Intermediate NICU.
- 3.3 Pharmacy staff shall provide neonatal unit doses including individual neonatal intravenous and parenteral nutrition solutions, and neonatal nutritional products, in clearly marked containers, and shall also provide continuous drug surveillance.
- 3.4 Through the Regional Cooperation agreement, the PMH Intermediate NICU and PMH pharmacy staff will have access to pharmaceutical resources and expertise from Rady's Main for consultation, education, and training needs.

### 4.0 Definitions:

- 4.1 Neonatal Nutritional Products – Parenteral Nutrition Solutions
- 4.2 PMH – Pioneers Memorial Hospital
- 4.3 NICU – Neonatal Intensive Care Unit

### 5.0 Procedure:

- 5.1 Pharmacy staff who prepare and/or dispense medications for neonatal patients must maintain current, role-based competencies as defined in Pharmacy Competency Assessment (CLN-02867). Competency elements include knowledge and skills for neonatal dosing, preparation/labeling, independent double-check processes, and safe handling of neonatal nutritional products. Related requirements are addressed in Pediatric Medication Use (CLN02866) and Scope of Pharmacy Services & Staffing Guidelines (CLN-02951).

## Imperial Valley Healthcare District

Title: <b>Pharmaceutical Services for Neonates in the NICU</b>		Policy No. CLN-00295
		Page 2 of 2
Current Author: Sandra Taylor, RNC-NIC, BSN		Effective:
Latest Review/Revision Date: 09/15/2025	Manual: Clinical / NICU	

### 6.0 References:

6.1 CCS Manual of Procedures, Issued: 1/1/2021 Chapter 3.25.2-16

### 7.0 Attachment List: Not applicable

### 8.0 Summary of Revisions:

8.1 Updated name of organization

8.2 Added 5.1 competency validation reference to CLN-02867; updated References to

8.3 include CLN-02867, CLN-02866, and CLN-02951 (added on 09/26/2025).

**IMPERIAL VALLEY HEALTHCARE DISTRICT**

Title: <b>Service Recovery</b>		Policy No. CLN-00389
		Page 1 of 3
Current Author: Merlina Esparza		Effective: 1/28/2013
Latest Review/Revision Date: 01/30/2026		Manual: Clinical / Nursing Policies

Collaborating Departments: Finance, Public Relations, Administration, Patient Experience Care Team, Quality, Risk Management	Keywords: Patient Satisfaction
--	--------------------------------

**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 Perfection 100 percent of the time is impossible. When a problem arises, our goal is to handle it immediately. Service recovery is an important component. The concept of service recovery involves the front-line staff taking responsive action to "recover" lost or dissatisfied patient, or family members of patients, perceptions, and convert them into satisfied customers. The goal is to ultimately maintain a business relationship with them. Our patients and family members have a choice in healthcare providers and locations for all aspects of service. The service recovery initiative is another tool to ensure that Imperial Valley Healthcare District (IVHD) is viewed as the best in patient satisfaction and care ALWAYS.

**2.0 Scope:** District wide**3.0 Policy:**

- 3.1 IVHD offers patients, families and their Legally Authorized Representatives the opportunity to express concerns about any aspect of their visit without fear of discrimination or retaliation.
- 3.2 IVHD is committed to providing excellent service, empowering employees to reverse negative situations and express care and compassion through the Service Recovery Program.
- 3.3 Issues or concerns not resolved at the bedside/point of service to the patient's satisfaction should be considered a grievance and the grievance process followed (ADM-00056).
- 3.4 Pioneers will not write off a patient's bill or any portion thereof, in relation to a quality-of-care Complaint or Grievance without the prior approval of Risk Management. Risk Management in collaboration with administration may write off a patient's bill or any portion thereof for quality-of-care issues or as a settlement of any claim or suit.
- 3.5 Any front-line staff member who perceives that a patient or family member has experienced a deficiency in service should initiate service recovery. This perception is not necessarily a reality, but as a responsible, caring organization, it is our responsibility to take responsive, proactive action to attempt to meet the expectations of our patients and family members.
- 3.6 The front-line staff member should, in all cases offer a sincere apology to the patient and, if applicable, the family member.
- 3.7 Examples of patient/family dissatisfaction:

## IMPERIAL VALLEY HEALTHCARE DISTRICT

Title: <b>Service Recovery</b>		Policy No. CLN-00389
		Page 2 of 3
Current Author: Merlina Esparza		Effective: 1/28/2013
Latest Review/Revision Date: 01/30/2026		Manual: Clinical / Nursing Policies

- 3.7.1.1 Patient Care Provider complaint of any nature
- 3.7.1.2 Test issue, for example, excessive wait time for a service
- 3.7.1.3 Food complaint/error in diet restrictions
- 3.7.1.4 The loss of personal items
- 3.7.1.5 An issue of attitude with any staff member reported
- 3.7.1.6 Failure to communicate properly to family members or patient
- 3.7.1.7 Undefined problem as determined by staff

#### 4.0 Definitions: Not applicable

#### 5.0 Procedure:

- 5.1 In all cases we should anticipate the wants and needs of the people we serve. When encountering a dissatisfied patient/family/customer, we should follow the HEART philosophy to help recover the encounter.
  - 5.1.1 **Hear** the patient
    - 5.1.1.1 Allow the patient/family/customer ample time to express their concerns. Do not interrupt and actively listen.
    - 5.1.1.2 Summarize what you hear to confirm understanding.
  - 5.1.2 **Empathize** with the patient
    - 5.1.2.1 When being empathetic, you are doing more than feeling sorry for another person; you are actually trying to imagine the situation from the person's point of view.
    - 5.1.2.2 "I am sorry that (describe experience) and that we did not meet your expectations.
  - 5.1.3 **Acknowledge** the patient's concerns
    - 5.1.3.1 Avoid making excuses, blaming someone else or another department, or taking the complaint personally.
    - 5.1.3.2 Do not escalate the situation by arguing with the patient/family/customer.
  - 5.1.4 **Respond** to the patient/family/customer
    - 5.1.4.1 Take ownership by working to resolve the complaint, don't dismiss it.
      - 5.1.4.1.1 You may ask how you can resolve the problem to their satisfaction.
      - 5.1.4.1.2 "I will work to improve this by ..."
    - 5.1.4.2 Have a manager or administrative representative assist with the resolution as needed.
    - 5.1.4.3 Amend by offering suggestions for resolution.
      - 5.1.4.3.1 Ask if any of your suggestions will meet their expectations.
      - 5.1.4.3.2 Ask "Is there anything else I can do for you?"
      - 5.1.4.3.3 Resolve the problem and involve others as needed.
      - 5.1.4.3.4 Inform the patient/family/customer of your actions.
      - 5.1.4.3.5 Ask again, "Is there anything else I can do for you?"
        - 5.1.4.3.5.1
  - 5.1.5 **Thank** the patient/family/customer for bringing their concerns to your attention

**IMPERIAL VALLEY HEALTHCARE DISTRICT**

Title: <b>Service Recovery</b>		Policy No. CLN-00389
		Page 3 of 3
Current Author: Merlina Esparza		Effective: 1/28/2013
Latest Review/Revision Date: 01/30/2026	Manual: Clinical / Nursing Policies	

and apologize.

5.1.5.1 **Apologizing, in this situation, is not an admission of your guilt; rather, an expression of acknowledgement for the dissatisfaction they experienced.**

5.2 Missing or damaged items, if an item is damaged by staff or reported missing by the patient or family, document the facts on an online incident report and follow the reporting process in place. **DO NOT promise the patient or family to replace or reimburse lost/damaged property ADM-00302.**

6.0 **References:** Not applicable

7.0 **Attachment List:** Not applicable

8.0 **Summary of Revisions:**

8.1 Changed PMHD to IVHD.

Title: <b>Life Safety Management Plan</b>		Policy No. EOC-00348
Current Author: Oscar Clemente		Page 1 of 3
Latest Review/Revision Date: 2/2026		Effective: 12/95
		Manual: EOC - Life Safety

Collaborating Departments: Human Resources, Nursing, Risk, Infection Control		Keywords:	
<b>Approval Route: List all required approval</b>			
	PSQC	Other: <u>Safety Committee</u>	
Clinical Service _____	MSQC	MEC	BOD 3/2025

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

**1.0 Purpose:**

- 1.1 The IVHD Life Safety Management Plan describes responsibilities, functions, and mechanisms the hospital carries out to ensure a fire-safe environment of care for patients, staff, and visitors.
- 1.2 The Life Safety Management Plan is implemented by creating, maintaining, evaluation, and improving policies and procedures for managing fire protection. The process for creating these actions is the Safety Committee.
- 1.3 Life Safety Management Plan consists of these overlapping programs and functions:
  - 1.3.1 Risk Management Program
  - 1.3.2 Employee Orientation Program
  - 1.3.3 Education Program
  - 1.3.4 Safety Plan
  - 1.3.5 Security Plan
  - 1.3.6 Utility Systems Plan
  - 1.3.7 Hazardous Material and Waste Plan
  - 1.3.8 Space Plan
  - 1.3.9 Emergency Preparedness Plan
  - 1.3.10 Infection Control Plan

**2.0 Scope:** Hospital wide

**3.0 Policy:** Not applicable

**4.0 Definitions:** Not applicable

**5.0 Procedure:**

- 5.1 Objectives:
  - 5.1.1 To assure that all buildings, bedding, draperies, furnishings and decorations, at IVHD are in compliance with Life Safety Code
  - 5.1.2 To establish a plan to identify life and safety problems due to construction and to take appropriate to steps to mitigate these problems. Assessment and implementation of Interim Life Safety Measures, when appropriate
  - 5.1.3 To maintain buildings and grounds for safe use by patients, staff, and visitors
  - 5.1.4 To assure the Emergency Department is easily identifiable and easily accessible to patients and emergency vehicles, including helicopter

Title: <b>Life Safety Management Plan</b>		Policy No. EOC-00348
		Page 2 of 3
Current Author: Oscar Clemente		Effective: 12/95
Latest Review/Revision Date: 2/2026		Manual: EOC - Life Safety

- 5.1.5 To maintain adequate security to assure the safety of patients, visitors, and hospital staff
- 5.1.6 Maintains a Fire Safety Program including:
  - 5.1.6.1 Identify and maintain all features of fire protection to Life Safety Code standards
  - 5.1.6.2 Inspects, test, and maintain fire alarm system to include quarterly testing of all components of systems
  - 5.1.6.3 Policy for placement, inspection, identification, and maintenance of portable fire extinguishers
  - 5.1.6.4 Fire Plan to address staff response to an emergency, including training of all employees
  - 5.1.6.5 To conduct fire drills to evaluate the fire alarm system and employee compliance with the fire plan to be completed a minimum one per shift per quarter.
  - 5.1.6.6 Enforcement of hospital-wide smoke-free facility
  - 5.1.6.7 The results of all drills and inspections will be reported to the Safety Committee for evaluations to be used in staff training
  - 5.1.6.8 Test emergency lights annually for 90 minutes and monthly for 30 seconds

5.2 Key Roles:

- 5.2.1 Safety Committee Chairperson – Responsible for the functions and activities of the Safety Committee and delegated to act in an emergency to alleviate a condition that could result in immediate threat to life, health, and property, and a member of the Disaster Sub-Committee
- 5.2.2 Safety Manager – Responsible for providing security for patients, employees, visitors, and for protecting hospital buildings, assets and premises as assigned
- 5.2.3 Risk Manager – Responsible for Risk Management Program, member of the Safety Committee, and the Patient Safety Quality Council Committee
- 5.2.4 Safety Committee Members – The members carry out the duties of the committee including the safety inspection of the hospital physical plant, fire and disaster drills, staff education, and participate in the analysis of information and the formation of plans to improve safety when appropriate.
- 5.2.5 Department Directors – Responsible (with the help of the Safety Committee) for the formation and training, and practice of department specific safety policy and procedure
- 5.2.6 Facilities Services Director – Responsible for the Equipment Management Program including fire alarms, fire dampers, automatic Smoke compartments, closures and establishing policy and procedures maintaining records, aggregating and presenting the Safety Committee trends and incidents relating to safety hazards
- 5.2.7 Employees – Responsible to work safely and to maintain a safe and healthful hospital by learning and following hospital Safety Program
- 5.2.8 Physician – Responsible for advising the Administrator about the need to activate the Emergency Preparedness Plan and medical integrity of the plan

Title: <b>Life Safety Management Plan</b>		Policy No. EOC-00348
		Page 3 of 3
Current Author: Oscar Clemente		Effective: 12/95
Latest Review/Revision Date: 2/2026	Manual: EOC - Life Safety	

5.2.9 Administration – Responsible for the activation of the Emergency Preparedness Plan

5.3 Life Safety Management Plan consists of these overlapping programs and functions:

- 5.3.1 Risk Management Program
- 5.3.2 Employee Orientation Program
- 5.3.3 Education Program
- 5.3.4 Safety Plan
- 5.3.5 Security Plan
- 5.3.6 Utility Systems Plan
- 5.3.7 Hazardous Material and Waste Plan
- 5.3.8 Space Plan
- 5.3.9 Emergency Preparedness Plan
- 5.3.10 Fire Plan
- 5.3.11 Infection Control Plan

5.4 All components of the Life Safety Management Plan are evaluated on an annual basis for effectiveness and appropriateness.

**6.0 References:**

- 6.1 CMS 42 CFR 842.41 – Hospitals, Condition of Participation: Physical Environment
- 6.2 NFPA 101 Life Safety Code, 2015 Edition
- 6.3 NFPA 99 Health Care Facilities Code, 2012 Edition
- 6.4 NIAHO – PE.2 Life Safety

**7.0 Attachment List:** Not applicable

**8.0 Summary of Revisions:**

- 8.1 Change Header
- 8.2 Change Author
- 8.3 Change Revision Date

**RESOLUTION NO. 2026-0409**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
IMPERIAL VALLEY HEALTHCARE DISTRICT  
TO AMEND ITS CONFLICT OF INTEREST CODE**

**WHEREAS**, the Political Reform Act of 1974, Government Code Section 81000 *et seq.* (“the Act”), requires state and local government agencies to adopt and promulgate a Conflict of Interest Code in accordance with the Act;

**WHEREAS**, the FPPC also adopted a regulation, at Title 2, California Code of Regulations, Section 18700.3(b), that defines certain consultants and other public officials who manage public investments and are subject to the disclosure requirements of Section 87200 of the Act, rather than the disclosure requirements in an agency’s code;

**WHEREAS**, Imperial Valley Healthcare District (“**IVHD**”) is a California healthcare district established by the California Legislature pursuant to Assembly Bill 918 (2023) (“**AB 918**”), Health and Safety Code section 32499.5 *et seq.*, that is duly organized and existing under the laws of the state of California;

**WHEREAS**, effective January 21, 2025, IVHD was named as the successor agency by operation of law to Pioneers Memorial Healthcare District (“**PMHD**”) and Heffernan Memorial Healthcare District (“**HMHD**”) pursuant to AB 918, and specifically Health and Safety Code section 32499.95(b).

**WHEREAS**, by IVHD Resolution No. 2025-01, adopted on January 23, 2025, the IVHD Board of Directors (“**Board**”) adopted all of PMHD’s policies and codes, including PMHD’s Conflict of Interest Code;

**WHEREAS**, it is appropriate for IVHD to amend the Conflict of Interest Code to memorialize the change in agency name, update the designated employees in the code, and their disclosure categories, based on operational changes and decision-making processes at IVHD; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Directors on April 9, 2024, at which all present were given an opportunity to be heard on the proposed amended code; and

**WHEREAS**, notice of the time and place of a public meeting to be held on May 28, 2026, and consideration by the Board of Directors of the proposed amended Code, shall be provided to each affected designated employee and posted publicly for review, with opportunity to comment to be open for a period of no less than 45 days (a draft of this notice as attached hereto as **Attachment A**);

**NOW, THEREFORE**, the Board of IVHD does hereby **RESOLVE, DETERMINE, and ORDER** as follows:

**Section 1.** The IVHD Board of Directors does hereby adopt the proposed Conflict of Interest Code, a copy of which is attached to this resolution at **Attachment B**, which shall be on file with the Board Secretary and available for public inspection and copying during regular business hours. All Conflict of Interest Codes, and amendments thereto, previously adopted by PMHD, HMHD or IVHD are hereby superseded.

**Section 2.** The IVHD Board Clerk (Filing Officer) is hereby authorized and directed to forward a copy of this resolution and Code to the Clerk of the Imperial County Board of Supervisors for review and approval by the Imperial County Board of Supervisors as required by California Government Code Section 87303, and said code shall become effective immediately upon approval by the Board of Supervisors, as submitted.

**IT IS SO RESOLVED. PASSED, ADOPTED AND SIGNED ON THIS 9TH DAY OF APRIL, 2026.**

**SECRETARY’S CERTIFICATE**

I, Enola Berker, Secretary of the Board of Directors of Imperial Valley Healthcare District, a California healthcare district, County of Imperial, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolution(s) duly adopted at the meeting of the Board of Directors of Imperial Valley Healthcare District, which was duly held on April 9, 2026, at which meeting a quorum of the members of the Board of Directors was present; and at such meeting such resolution(s) was/were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

WITNESS my hand this 9<sup>th</sup> day of April, 2026.

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Secretary  
Imperial Valley Healthcare District

## ATTACHMENT A

**NOTICE OF INTENTION TO AMEND THE  
CONFLICT OF INTEREST CODE OF THE  
IMPERIAL VALLEY HEALTHCARE DISTRICT**

NOTICE IS HEREBY GIVEN that the Imperial Valley Healthcare District (“IVHD”) intends to amend IVHD’s Conflict of Interest Code (the “Code”) pursuant to Government Code Section 87306.

The Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of IVHD’s Code. IVHD’s proposed amendment is necessitated by changed circumstances, including the dissolution of Pioneers Memorial Healthcare District and Heffernan Memorial District and the formation of IVHD.

The proposed amended Code will be considered by IVHD on **May 28, 2026, at 6:00 p.m. at 601 Heber Avenue, Calexico, CA 92231**. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of IVHD’s Board Clerk, Brenda Ryan, [bryan@iv-hd.org](mailto:bryan@iv-hd.org).

Written comments must be submitted no later than **May 25, 2026 at 5:00 p.m.**

The proposed amended Code may be reviewed on IVHD’s website [www.imperialvalleyhealth.com](http://www.imperialvalleyhealth.com) and copies may be obtained from the Board Clerk during regular business hours.

## **ATTACHMENT B**

## **AMENDED CONFLICT OF INTEREST CODE FOR IMPERIAL VALLEY HEALTHCARE DISTRICT**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Imperial Valley Healthcare District.

### **Place of Filing Statements of Economic Interests**

Other than as set forth below, employees designated in this Conflict of Interest Code shall file their statements with the Imperial Valley Healthcare District's Board Clerk, who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees will be retained by the Imperial Valley Healthcare District.

### **Officials Who Manage Public Investments:**

It has been determined that the positions listed below manage public investments. Pursuant to SB 852, any public official who manages public investments must file their statement of economic interests (SEI) directly with the Fair Political Practices Commission via the electronic filing system.

- Board of Directors
- Administrator/Chief Executive Officer
- Assistant Administrator of Financial Chief Financial Officer

It has been determined that the positions listed above manage public investments and will file the Form 700 Statement of Economic Interests directly with the Fair Political Practices Commission via the electronic filing system. Copies of the Form 700 Statement of Economic Interests shall also be kept by the District's Board Clerk.

**Position:****Disclosure Categories:**

Board of Directors	1, 2, 3
Administrator/Chief Executive Officer	1, 2, 3
Assistant Administrator for Finance/Chief Financial Officer	1, 2, 3
Assistant Chief of Nursing 1, 2, 3	
Associate Administrator of Clinical Services/Director of Nursing	1, 2, 3
Chief Nursing Officer	1, 2, 3
Chief Operating Officer (“COO”)	1, 2, 3
Chief of Staff	1, 2, 3
Chief of Medicine	1, 2, 3
Chief of Anesthesia	1, 2, 3
Chief of Surgery	1, 2, 3
Chief of OB/gyn	1, 2, 3
Chief of Pediatrics	1, 2, 3
Chief of Pathology	1, 2, 3
Chief of Medical Imaging	1, 2, 3
Chief of Emergency Department	1, 2, 3
Consultants* (See below)	1, 2, 3
Contract Physicians	1
Controller	1, 2, 3
Corporate Compliance Officer	1
Director of Child Care	1
Director of Clinics	1, 2
Director of Community Education, Volunteers & Public Relations	1, 2
Director of Facility Services/Safety Officer	1, 2, 3
Chief Human Resources Officer	1, 2, 3
Director of Human Resources	1, 2, 3
Director of Information Systems	1, 2
Director of Materials Management	1, 2, 3
Director of Medical Staff Services	1
Director of Pharmacy	1, 2
Director of Physical Therapy Services	1
Accounting Manager	1, 2, 3
Budget & Reimbursement Manager	1, 2, 3

Clinical Dietician Food Services Manager	1, 2, 3
Human Resources Manager	1, 2, 3
Medical Records Manager	1
Patient Accounting Registration Manager	1, 2
Quality Resource Risk Management Manager	1
Utilization Review Discharge Planning Manager	1, 2
Employee Health Nurse	1
House Supervisor	1
Legal Counsel	1, 2, 3
Infection Control Nurse	1, 2

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Conflict of Interest Code subject to the following limitation:

The Administrator/Chief Executive Officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Administrator/Chief Executive Officer’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **APPENDIX B DISCLOSURE CATEGORIES**

### **Category 1**

People holding positions requiring disclosure in this category shall disclose as follows:

- Investments, business positions, and sources of income, including gifts and loans of the type which:
  - Provide medical services, including but not limited to privately owned hospitals, medical clinics, laboratories, pharmacies and ambulance companies,
  - Manufacture, sell or distribute medical equipment or services of the type leased or loaned by Imperial Valley Healthcare District to ambulance services, medical services such as police, sheriff and fire rescue units, trauma centers and emergency rooms, and
  - Provide training for persons engaged in medical service programs.

### **Category 2**

People holding positions requiring disclosure in this category shall disclose as follows:

- Investments, business positions, and sources of income, including gifts and loans of the type which:
  - Provide services, supplies, materials, machinery or equipment of the type utilized by Imperial Valley Healthcare District.

### **Category 3**

People holding positions requiring disclosure in this category shall disclose as follows:

- Investments, business positions, and sources of income, including gifts and loans from sources located in or doing business within the district boundaries and any property located outside the district boundaries but within a two mile radius of any property used or owned by the district.
- Interests in real property located within the district boundaries, including property located within a two mile radius of any property owned or used by Imperial Valley Healthcare District and any property located outside the district boundaries but within a two mile radius of any property used or owned by the district.

**RESOLUTION NO. 2026-0409B**

**RESOLUTION OF THE IMPERIAL VALLEY HEALTHCARE DISTRICT MAKING CERTAIN AUTHORIZATIONS AND ESTABLISHING CERTAIN POLICIES PURSUANT TO SENATE BILL 707 (2025)**

**WHEREAS**, The Ralph M. Brown Act (Government Code §§ 54950 *et seq.*) requires meetings of local legislative bodies to be open and public and to permit members of the public to attend, observe, and participate in the conduct of public business; and

**WHEREAS**, Senate Bill 707 amended the Brown Act to expand and clarify public access requirements, including teleconferencing, remote public participation, continuity of access during service disruptions, public comment parity, language access, and outreach to underrepresented and non-English-speaking communities; and

**WHEREAS**, SB 707 added Government Code § 54953.8.6, which authorizes committees or eligible subsidiary bodies (“committees”) of a local agency to conduct meetings by teleconference under specified conditions, subject to findings adopted by the legislative body that created the committees; and

**WHEREAS**, Government Code § 54953.8.6 defines an “eligible subsidiary body” as a committee created by charter, ordinance, resolution, or formal action of a legislative body that serves exclusively in an advisory capacity and is not authorized to take final action on legislation, regulations, contracts, licenses, permits, entitlements, grants, or allocations of funds; and

**WHEREAS**, The Finance & Budget; Hospital Operations & Integration; Governance; Audit, Compliance, & Ethics; and Advocacy & Outreach Committees of the Imperial Valley Healthcare District (collectively, the “Committees”) are advisory committees created by formal action of the Board of Directors and qualify as eligible subsidiary bodies under Government Code § 54953.8.6; and

**WHEREAS**, Before a committee may utilize teleconferencing pursuant to Government Code § 54953.8.6, the legislative body that created the committee must adopt findings, by majority vote, that use of teleconferencing will:

1. Increase public access to meetings; and
2. Promote the attraction, retention, and diversity of eligible subsidiary body members; and

**WHEREAS**, The Board of Directors of the Imperial Valley Healthcare District finds that authorizing the Committees to conduct meetings via teleconference will increase public access by enabling real-time remote observation and participation, particularly for individuals facing barriers related to transportation, disability, health conditions, caregiving responsibilities, work schedules, or geographic distance; and

**WHEREAS**, The Board further finds that teleconferencing promotes the attraction,

retention, and diversity of committee members by reducing participation barriers and encouraging broader representation from the communities served by the District; and

**WHEREAS**, SB 707 also amended Government Code § 54953.4 to require that, on or before July 1, 2026, agencies conducting meetings with remote access adopt policies ensuring meaningful real-time public participation, continuity of access during service disruptions, public comment parity, language access and disability accommodations, and outreach to underrepresented and non-English-speaking communities; and

**WHEREAS**, The Imperial Valley Healthcare District serves a linguistically diverse community with a significant Spanish-speaking population and recognizes that agenda translation and interpretation accommodations are essential to ensuring meaningful public participation and compliance with Government Code § 54953.4, as amended by SB 707; and

**WHEREAS**, Government Code § 54953.4, as amended by SB 707, requires agencies meeting applicable language-population thresholds to, on or before July 1, 2026, translate agendas and to reasonably assist members of the public who wish to provide or receive interpretation at public meetings; and

**WHEREAS**, The Board of Directors finds that expressly adopting Spanish agenda translation requirements and interpreter-assistance guidelines will increase transparency, promote equitable access, and strengthen community engagement throughout the Imperial Valley; and

**WHEREAS**, Government Code § 54953.8.6 requires the legislative body to review and renew the required teleconferencing findings at least once every twelve (12) months in order for eligible subsidiary bodies to continue utilizing teleconferencing.

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

**SECTION 1. Authorization to Use Teleconferencing**

The Finance & Budget; Hospital Operations & Integration; Governance; Audit, Compliance, & Ethics; and Advocacy & Outreach Committees are hereby authorized to conduct meetings by teleconference pursuant to Government Code § 54953.8.6.

**SECTION 2. Required Findings Under Government Code § 54953.8.6**

The Board of Directors hereby adopts the following findings:

- a. Allowing eligible committees to utilize teleconferencing will increase public access to meetings by enabling real-time remote observation and participation.
- b. Allowing teleconferencing will promote the attraction, retention, and diversity of committee members by reducing barriers related to transportation, disability, caregiving, health conditions, work schedules, and geographic distance.

### **SECTION 3. Remote Public Access and Participation Requirements**

Committees utilizing teleconferencing shall comply with all applicable requirements of Government Code §§ 54953.8.6 and 54953.4, including but not limited to the following:

- 1. Required Remote Attendance Options**
  - The public shall be provided with a real-time remote access option to observe meetings and provide public comment via internet-based or telephone-based means.
  - Remote participation shall not require the public to provide identifying information beyond that necessary to participate.
- 2. Primary Physical Meeting Location**
  - At least one physical meeting location shall be open and accessible to the public, with at least one District staff member physically present.
  - The primary meeting location shall be clearly identified on the posted agenda.
- 3. Public Comment Parity**
  - Members of the public participating remotely shall be afforded the same opportunity to address the Committee as members of the public attending in person.
  - Public comment shall be taken in real time and before the Committee takes action on any agenda item.
- 4. Two-Way Audiovisual Participation by Members**
  - Committee members participating remotely shall use two-way audiovisual technology, and their video shall remain enabled during the open session of the meeting except as permitted by law.

### **SECTION 4. Service Disruption and Continuity of Access Policy Effective On or Before July 1, 2026**

IVHD shall comply with the requirements of Government Code 54953.4, as may be revised from time to time, including, but not limited to, the requirement that public meetings must include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform. In the event of a disruption that prevents the public from accessing the meeting remotely:

- a. The Committee shall pause the meeting until remote access is restored; or
- b. If restoration is not feasible within a reasonable time, the Committee shall not take action on any agenda item and shall either continue the meeting solely for informational purposes or adjourn and reschedule the meeting, consistent with Government Code § 54953.4.

### **SECTION 5. Agenda Translation, Interpretation, and Public Assistance To Occur On or Before July 1, 2026**

- 1. Spanish Agenda Translation Requirement**
  - The Imperial Valley Healthcare District hereby adopts agenda translation requirements pursuant to Government Code § 54953.4, as amended by SB 707.

- When required by law agendas for meetings of eligible subsidiary bodies shall be translated into Spanish and made publicly available within the same timeframes as the English-language agenda, to the extent required by statute.
  - A physical location will also be made available near the physically posted agenda if a member of the public wishes to post the agenda translated into another language other than Spanish and English.
- 2. Interpreter and Translation Assistance for the Public**
- The Imperial Valley Healthcare District shall reasonably assist members of the public who wish to:
    - a. Translate the meeting into any language; or
    - b. Receive interpretation assistance from another meeting attendee.
- 3. Permissible Forms of Assistance**
- Reasonable assistance may include, but is not limited to:
- Providing appropriate space at the physical meeting location or within the virtual meeting platform for interpreters;
  - Allowing additional time for public comments that are translated or interpreted;
  - Allowing the use of personal equipment or access to commercial or third-party interpretation tools, provided such use does not disrupt the meeting.
- 4. No Requirement to Provide Translation**
- Nothing in this Resolution shall be construed to require the Imperial Valley Healthcare District to provide interpreters or translation services directly.
- 5. Limitation of Liability**
- The Imperial Valley Healthcare District shall not be responsible for, and shall not assume liability for, the accuracy or quality of any translation or interpretation provided by members of the public or third parties.
- 6. Notice of Assistance Availability**
- Meeting agendas and notices shall include information describing how members of the public may request reasonable assistance or arrange for interpretation.

## **SECTION 6. Outreach to Underrepresented and Non-English-Speaking Communities**

The Imperial Valley Healthcare District shall make reasonable efforts to publicize meetings and participation options in a manner designed to reach underrepresented and non-English-speaking communities, including through translated notices, community partnerships, or other appropriate outreach methods.

## **SECTION 7. Review and Renewal of Findings**

The findings adopted in this Resolution shall remain in effect for twelve (12) months from the date of adoption. If the Committees continue to utilize teleconferencing under Government Code § 54953.8.6 after that period, the Board of Directors shall review and, if appropriate, renew the findings as required by law.

## **SECTION 8. Effective Date**

This Resolution shall take effect immediately upon its adoption.

## SECRETARY'S CERTIFICATE

I, Enola Berker, Secretary of the Board of Directors of Imperial Valley Healthcare District, a California healthcare district, County of Imperial, California, certify as follows:

The attached is a full, true, and correct copy of Resolution No. 2006-0409B, duly adopted at the meeting of the Board of Directors of Imperial Valley Healthcare District, which was duly held on April 9, 2026, at which meeting a quorum of the members of the Board of Directors were present; and at such meeting such resolution was adopted by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

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

WITNESS my hand this 9th day of April, 2026.

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Secretary  
Imperial Valley Healthcare District

# IMPERIAL VALLEY HEALTHCARE DISTRICT

**BOARD MEETING DATE:** April 9, 2026

**SUBJECT:**

Approve and authorize the Ordering Document and Public Sector Agreement for Oracle Cloud Services between Oracle America, Inc. ("Oracle") and Imperial Valley Healthcare District ("IVHD").

**BACKGROUND:**

IVHD currently utilizes Multiview, a partner of Cerner, for Enterprise Resource Planning (ERP), a software that integrates core business processes. ERP includes materials management and financial budgeting systems. With the upcoming merger with El Centro Regional Medical Center (ECRMC), the Ordering Document and Public Sector Agreement for Oracle Cloud Services will allow both Pioneers Memorial Hospital and ECRMC to work from the same platform under Oracle-Fusion.

**KEY ISSUES:** Implementation is set to begin in May 2026 with an estimate of six to eight months to go live.

**CONTRACT VALUE:** \$539,385.00

**CONTRACT TERM:** Five-Year Agreement (May 2026 - May 2031)

**BUDGETED:** Yes

**BUDGET CLASSIFICATION:** Licensing and Maintenance

**RESPONSIBLE ADMINISTRATOR:** Carly Loper, Chief Financial Officer

**DATE SUBMITTED TO LEGAL:** 04/02/26      **REVIEWED BY LEGAL:**  Yes  No  
\*pending Legal review

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

**RECOMMENDED ACTION:**

Approve and authorize the Ordering Document and Public Sector Agreement for Oracle Cloud Services between Oracle America, Inc. ("Oracle") and Imperial Valley Healthcare District ("IVHD"), as outlined herein.



# ORDERING DOCUMENT

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA  
94065

<b>Name</b>	Imperial Valley Healthcare District	<b>Contact</b>	Maria Aguayo
<b>Address</b>	207 W Legion Rd BRAWLEY CA 92227	<b>Phone Number</b>	1-7603513330
		<b>Email Address</b>	maguayo@pmhd.org

## New Subscription

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91079 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Named User	NORTH AMERICA	15	60 mo	181.25	163,125.00
B91082 - Oracle Fusion Procurement Cloud Service - Hosted Named User	NORTH AMERICA	10	60 mo	181.25	108,750.00
B91057 - Oracle Fusion Supply Chain Execution Cloud Service - Hosted Named User	NORTH AMERICA	15	60 mo	101.50	91,350.00
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	60 mo	17.40	10,440.00
B91080 - Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	100	60 mo	5.80	34,800.00
B91083 - Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	100	60 mo	2.32	13,920.00
B91073 - Oracle Enterprise Performance Management Standard Cloud Service - Hosted Named User	NORTH AMERICA	10	60 mo	75.00	45,000.00
B91110 - Oracle Integration Cloud Service for Oracle SaaS - Enterprise - 1 Million Messages	NORTH AMERICA	2	60 mo	600.00	72,000.00
<b>Subtotal</b>					<b>539,385.00</b>

Fee Description	Net Fee
Cloud Services Fees	539,385.00
<b>Net Fees</b>	539,385.00
<b>Total Fees</b>	539,385.00

## **A. Terms of Your Order**

### **1. Applicable Agreement:**

a. Public Sector Agreement for Cloud Services US-CSA-COR-1223365257.a1

### **2. Cloud Payment Terms:**

a. Net 30 days from invoice date

### **3. Cloud Payment Frequency:**

a. Annually in Advance

### **4. Currency:**

a. US Dollars

### **5. Offer Valid through:**

a. 31-MAY-2026

### **6. Service Specifications**

a. The Service Specifications applicable to the Cloud Services ordered may be accessed at <http://www.oracle.com/contracts>. To the extent Your Cloud Services include AI Functionality, the Service Specifications for such Cloud Services include the Oracle Artificial Intelligence Terms.

### **7. Services Period**

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

## **B. Additional Order Terms**

### **1. Non-Appropriation**

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

Imperial Valley Healthcare District

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature Date \_\_\_\_\_

**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer Name</b>	Imperial Valley Healthcare District	<b>Customer Name</b>	Imperial Valley Healthcare District
<b>Customer Address</b>	207 W Legion Rd BRAWLEY CA 92227	<b>Customer Address</b>	207 W Legion Rd BRAWLEY CA 92227
<b>Contact Name</b>	Maria Aguayo	<b>Contact Name</b>	Maria Aguayo
<b>Contact Phone</b>	1-7603513330	<b>Contact Phone</b>	1-7603513330
<b>Contact Email</b>	maguayo@pmhd.org	<b>Contact Email</b>	maguayo@pmhd.org

Customer:	Imperial Valley Healthcare District
Address:	207 W Legion Rd Brawley, CA 92227 US
Contact:	Maria Aguayo
Phone:	+1-7603513330
Email Notice:	maguayo@pmhd.org
Order(s):	DRAFT COPY
PPA No.:	Dated:

<b>Executed by Customer</b> (authorized signature):	
Signature:	_____
Name:	_____
Title:	_____
<b>Executed by Oracle:</b>	
Signature:	_____
Name:	_____
Title:	_____
Contract Effective Date:	_____

<b>System Price:</b>		<b>Payment Schedule:</b>	
Cloud Services:	\$539,385.00	<b>Payment Amount:</b>	<b>Due Date:</b>
<b>Total:</b>	<b>\$539,385.00</b>	3 @ \$10,787.70	Quarterly beginning 180 days after the start date of cloud services
		8 @ \$36,408.49	Quarterly beginning 90 days after 3 payments
		8 @ \$26,969.25	Quarterly beginning 90 days after 11 payments
		19 payments due as set forth above.	
		DRAFT - FOR ILLUSTRATIVE PURPOSES	

**Taxes:** Taxes shall be assessed on each Payment Amount at the tax rate in effect on each invoice date. Such Taxes shall be payable with each Payment Amount through the Contract on Due Date.

**Transaction Specific Terms (any terms specified in this section will supersede inconsistent terms elsewhere in the Contract):**  
 This Contract shall be effective only if Customer fully executes it in the form prepared by Oracle (without any changes to any terms and conditions), and delivers it to Oracle together with all required documentation and an Order acceptable to Oracle by the earlier of 15 days after Order execution date, or the last day of the month which the Order is executed.  
 If any portion of the System has not been delivered (or, for cloud services, the services period has not commenced) 45 days after the Contract Effective Date, then Oracle may, with written notice, remove the fees for that portion from the System Price and reduce the Payment Amounts by the amount attributable to that portion of the System. Oracle and Customer may agree to mutually acceptable terms and enter into a new, separate Contract for any portion of the System that was removed from this Contract; otherwise, Customer will pay the Supplier for the removed portion as per the Order.

This schedule ("Schedule") is entered into by Customer and Oracle America, Inc ("Oracle") for the acquisition of Customer's rights in the System from the applicable Supplier. Through this Contract, Customer will pay for fees due under the Order on a deferred basis. The System Price is the amount set forth above for the products and services that are paid for through this Contract. This Schedule incorporates by reference the terms and conditions of the above-referenced PPA to create a separate Contract and any reference to Oracle Credit Corporation or OCC shall mean Oracle America, Inc. Any reference to "Order" or "Agreement" in this Contract shall mean the above-referenced Order(s), together with any other agreement governing Customer's right in the System. Each component of the System specified herein is further described in the Order. Cloud services include cloud rights and subscription services, and any related cloud credits used to acquire the cloud services that are paid through this Contract. The System includes any cloud services that replace the cloud services included in the System, and the Order includes orders for such replacement cloud services.

**A. SYSTEM:** As of each Cloud Services Start Date, Customer has been issued access to all cloud services, as described in the Order. Customer will pay for all ordered cloud services through the full applicable service period specified in the Order. Until all sums due under this Contract are paid, Customer agrees that Customer's access to all cloud services provided under the Order, and any replenishments, replacements, expansions, renewals, or extensions to such cloud services are subject to Customer's fulfillment of its obligations under this Contract. Should Customer enter into a subsequent order that results in the termination of this Order, Customer still has an obligation to pay the fees related to cloud services provided up to the date of termination. Therefore, Customer retains its obligation to pay all Payment Amounts related to such fees, whether or not already invoiced. Customer's payment obligation under this Contract will not be affected by the performance or completion of any services related to the System, provided by any supplier, or when Customer actually uses the System.

**B. PAYMENTS:** If Supplier reduces the Order fees for any reason, Customer will promptly notify Operations, and the fees that are removed from the Order fees shall be the "Reduction Amount." The Reduction Amount will be removed from the System Price, and the Payment Amounts due after the date of reduction will be adjusted as follows: any fees removed from the Order fees during a 12-month period will be applied to proportionately reduce the Payment Amounts due in the same 12-month period. For purposes of this Contract, the first 12-month period begins on the Cloud Services Start Date, followed by subsequent 12-month periods. Each Payment Amount is comprised of a proportional amount of each component of the System Price.

**C. ADMINISTRATIVE:** Customer agrees that Oracle may insert the appropriate administrative information to complete the Contract, and Oracle will provide a copy of the Contract upon request. For this Contract, the discount rate in the Remedies Section of the PPA shall be the lesser of the rate in the Contract or 2% (the "Index Rate"). Oracle will countersign this Schedule upon Customer's delivery of a fully executed Order, PPA, and any other documentation required by Oracle (in form and substance acceptable to Oracle), and upon such countersignature, the Contract will be effective as of the Contract Effective Date. All notices or contact for Operations shall be sent to ofd-notice\_ww@oracle.com.



**Company Name:**

In our effort to provide excellent service to our valued customers, we request certain information to ensure correct billing and timely communication.

Please ensure you complete the below information and return it back to us.

<b>CONTACT PERSON:</b> If you prefer that we work with someone directly to obtain the information requested on this form, please provide their information
Attn. to Name:
Title:
Email:
Phone:

<b>TAX CONTACT</b> (If required to confirm tax treatment)
Name:
Email:
Phone:
<b>TAX ID # (REQUIRED):</b>

<b>INVOICES</b> should be sent to:
Attn. to Name:
Title:
Email:
Company:
Address:
Phone:
Fax:

<b>INVOICING INSTRUCTIONS:</b>		
Will a Purchase Order be issued?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please ensure it is issued to the Oracle entity shown on the OFD Contract and a copy forwarded to <a href="mailto:OFD-FSO_us@oracle.com">OFD-FSO_us@oracle.com</a>		
P.O. #:		
Does your company process payables through an online Portal System?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, portal name & site link:		

<b>TAX STATUS</b> (Select checkbox that applies, or if unsure leave and provide a Tax Contact)	
Taxable - Add taxes to payment amounts due under this contract if taxes are included on the Supplier invoice.	<input type="checkbox"/>
Taxable - Customer will pay applicable taxes separately and directly to Supplier. Do not add taxes to payment amounts due under the contract.	<input type="checkbox"/>
Taxable - Direct Pay. Customer has a Direct Pay Permit.	<input type="checkbox"/>
Tax Exempt - Customer has a Tax Exemption Certificate.	<input type="checkbox"/>

<b>ADDITIONAL INVOICING INFORMATION</b> (IF APPLICABLE)

Customer: Imperial Valley Healthcare District

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

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

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

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

Phone: \_\_\_\_\_

To decide whether to offer extended payment terms to the customer, Oracle America, Inc. needs to have an understanding of: a) the essential functions of the Customer, b) the intended use of the software being acquired, c) why it is critical to the Customer's functions and, d) the source(s) of funding which will be used to pay for the software. To assist us in this decision please answer the following questions as thoroughly as possible.

## Customer

Description of agency or department and primary function or services provided:

\_\_\_\_\_

How long has the Customer been an Oracle customer?

New Customer  1-5 years  Greater than 5 years.

What Oracle software does the Customer currently have installed?

Database  Applications (please list)  None

\_\_\_\_\_

\_\_\_\_\_

## Project/Benefits

Is the new software:

Upgrade  Additional Licenses  New Project  Replacement for non-Oracle product ( which product(s)?)

What essential functions will the new software help the Customer carry out?

\_\_\_\_\_

What is the expected timetable for installation and production use of the new software?

Immediate use  0-6 Months  7-12 Months  Greater than 12 months

What benefits does the customer envision receiving from the software (e.g.: cost savings, improved productivity, etc.)?

\_\_\_\_\_

How are the tasks this software will perform carried out now?

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Will customer be able to go back to its former system/process for carrying out this function once this implementation is complete?  Yes  No

**Approvals**

Has the acquisition of this software been approved?  Yes  In process

If the acquisition approval is still in process, what is the anticipated approval timetable?

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What alternative systems/solutions were evaluated for this project?

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Please describe the evaluation and approval process:

**Funding/Appropriations**

What is the source of funds to be used for software license and support payments (approximate %)?

General Fund:	_____ %	Revenue Sources*:	_____ %	Federal or other grants*:	_____ %
Tuition:	_____ %	User Fees:	_____ %	Other*:	_____ %

\*Describe: \_\_\_\_\_

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Are Current Fiscal Period Funds Appropriated?  Yes  No

Future Fiscal Period Budgets Process  Completed  In Progress (Describe)

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Is funding for the software budgeted as:

a specific line item  part of project budget (describe)  part of department operating budget (describe)

Description: \_\_\_\_\_

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CERTIFICATE OF INCUMBENCY AND AUTHORIZATION

Re: Payment Schedule No. 276817 dated \_\_\_\_\_ ("Schedule") to the Municipal Payment Plan Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ ("PPA," and together with the Schedule, the ("Contract")) by and between Oracle America, Inc. ("Oracle") and Imperial Valley Healthcare District ("Customer")

I hold the position noted under my signature, have all authority necessary to execute and deliver this Certificate, and certify as follows:

1. This Certificate of Incumbency and Authorization is delivered in connection with the Contract.
2. Customer is authorized to execute and deliver the Contract.
3. The individual specified below holds the title beside his/her signature (a true and correct copy of which is below), and has the authority to execute and deliver the Contract in accordance with applicable procurement requirements.

Name

Title

Signature

\_\_\_\_\_  
\_\_\_\_\_

This Certificate of Incumbency and Authorization is executed and delivered as of the Payment Schedule Effective Date.

By: \_\_\_\_\_\*

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

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

\*To be executed by someone other than the person who executed the Contract.

Customer:	Imperial Valley Healthcare District
Address:	207 W Legion Rd Brawley, CA 92227 US
Phone:	+1-7603513330
PPA No.:	
Date:	

<b>Executed by Customer</b> (authorized signature):	
By:	_____
Name:	_____
Title:	_____
<b>Executed by Oracle America, Inc.:</b>	
By:	_____
Name:	_____
Title:	_____

This Payment Plan Agreement ("PPA") is entered into by Customer and Oracle America, Inc. ("Oracle") for payment of Customer's acquisition of the System. Each Schedule will incorporate the terms of this PPA to form a single contract ("Contract") and provide transaction specific information, including the System Price and the System. The System is acquired from Oracle Corporation, one of its affiliates, an authorized distribution partner or any other party providing the System (each, a "Supplier"). Customer has acquired the System from the applicable Supplier pursuant to the Order, which is subject to an agreement (together, the "Order") governing the terms and conditions of Customer's right in the System. The Order will be specified in the Schedule. Customer agrees that the System consists of all products and services specified in the Order for which fees are included in the System Price, together with software upgrades, and updates received from support related to the System ("System"). Customer retains its right against Supplier under the Order to make any claims and therefore agrees to make such claims solely against the Supplier. Except as provided under this Contract, such rights and Customer's remedies against Supplier under the Order, including Supplier's warranty provisions, shall not be affected.

**1. APPROPRIATION OF FUNDS:** As an agency or a political subdivision of the state in which Customer is located, Customer's payment obligations hereunder are subject to the appropriation of funds. Customer may terminate its obligation to pay the Payment Amounts due under a Contract if funds are not appropriated or otherwise made available in subsequent fiscal periods for all Payment Amounts due during that fiscal period. The obligation to pay the Payment Amounts due under the applicable Contract as well as Customer's right to use any part of the System shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Customer of any kind. Customer shall be responsible for any obligations outstanding prior to termination for which funds have been appropriated. Customer shall provide Oracle with written notice of such non-appropriation within thirty (30) days of Customer's receipt of notice of non-appropriation, together with reasonable details regarding the non-appropriation of funds, as requested by Oracle or as mandated by applicable law.

To the extent permitted by law, Customer agrees that: (i) it has funds available to pay all Payment Amounts due during the current fiscal period; (ii) it intends to obtain funds for payment of Payment Amounts from its governing body in each subsequent fiscal period; and (iii) if funds are appropriated, Customer shall use such funds to pay the Payment Amounts due hereunder.

**2. ESSENTIAL USE:** Customer represents to Oracle as of the Contract Effective Date, and presently intends throughout the term of each Contract, that: (i) the use of the System is essential to the proper, efficient and economic functioning of Customer or to the services that Customer provides; (ii) the System shall only be used by the Customer to perform its governmental functions; and (iii) Customer will use the System during the current fiscal period, and intends to use it for the term of this Contract. In reliance on Customer's representations regarding the essential use of the System and other representations and agreements herein, Oracle has entered into this Contract.

**3. PAYMENT SCHEDULE:** Upon acceptance, except as provided in Section 1, Customer agrees to pay the Payment Amounts in accordance with the Contract. If full payment of each Payment Amount and other amounts payable is not received within 10 days of the applicable Due Date, Customer agrees to pay interest from the Due Date on the overdue amount

at the rate equal to the lesser of: 1.5% per month, or the maximum amount allowed by applicable prompt payment laws (a copy of which Customer will provide Oracle, if applicable). Taxes will mean any applicable sales, use, property, value added tax, or any other tax or charge allocable to the System, Order or the Contract ("Taxes"). Unless stated otherwise, Payment Amounts exclude Taxes. If Customer provides Oracle an exemption certificate (in form acceptable to Oracle), Customer shall not be liable for any Taxes exempted therein. Any amounts payable under the Order, which are not paid through this Contract, are payable by Customer pursuant to the Order. Customer's obligation to remit Payment Amounts and applicable Taxes paid through this Contract to Oracle in accordance with this Contract is absolute, unconditional, noncancellable, and independent, and shall not be subject to any set-off, recoupment, claim or defense for any reason, including, but not limited to, any termination of or dispute arising under the Order or any related agreements, or performance of the System, or any claim(s) against Supplier.

**4. DEFAULT:** Except as provided under Section 1, any of the following will constitute a Default under the Contract: (a) Customer fails to pay when due any sums due under any Contract; (b) Customer fails to perform any material obligation or breaches any representation in any Contract; (c) Customer no longer has the right to use any part of the System as a result of a material breach of an agreement with Supplier or termination of Customer's right to use any part of the System; and (d) Customer becomes insolvent or is subject to bankruptcy, reorganization or insolvency proceedings.

**5. REMEDIES:** In the event of a Default that is not cured within 30 days of its occurrence, Oracle or its Assignee may: (i) subject to limitations imposed by applicable law, require an amount equal to the sum of all amounts then due and owing, and the unpaid remaining Payment Amounts specified in the Contract (discounted at the lesser of the rate in the Contract or the Index Rate specified in the Schedule) per annum simple interest to become immediately due and payable; (ii) terminate all of Customer's rights to use the System and related support and (iii) pursue any other rights or remedies legally available. Upon termination of the right to use the System, as a result of non-appropriation or otherwise, Customer shall cease use and return the System as directed by Oracle and promptly deliver to Oracle a certificate of non-use signed by an authorized signatory. Customer agrees that if Customer does not pay under the Contract, then pursuant to the Order, Supplier is not obliged to continue providing services that are a part of the System. If Oracle or its Assignee takes any action related to claims under the Contract, and if authorized by statute and awarded by a court, there shall be due from Customer, in addition to the amounts due above, all costs and expenses of such action including reasonable attorneys' fees. Failure or delay by Oracle or its Assignee to exercise any right or remedy will not operate as a waiver thereof, or of any breach, and all remedies are cumulative and not exclusive. Customer acknowledges that no party shall license, lease, transfer or use any software or other licensed products included in the System in mitigation of damages resulting from Customer's Default, except as allowed under the Order, subject to applicable law.

**6. ASSIGNMENT:** Customer consents to the sale or assignment of all or a portion of Oracle's rights in the Contract or in the System, including the right to exercise remedies, to third parties ("Assignee"). Oracle shall provide Customer notice thereof, which shall be sufficient if it discloses the name of the Assignee, and no further action shall be required to complete the assignment. Assignee will not assume any of Supplier's obligations under the Order. Customer agrees to pay all amounts due under the Contract, and agrees not to assert against Assignee any claim, defense, or setoff that

Customer may have against Supplier. Customer agrees not to make any claims against Assignee for any loss, damage of the System or breach of any warranty, express or implied with respect to the System, including the System and service performance, functionality, features, and warranties of merchantability and fitness for a particular purpose, if any, or any indirect, incidental or consequential damages or loss of business.

**7. MISCELLANEOUS:** Customer represents and warrants that this Contract has been duly authorized and constitutes a legal, valid and binding agreement of the Customer, and does not constitute a debt of Customer under applicable laws; Customer has the authority to enter into and carry out its obligations under the Contract, and has duly authorized and executed the Contract in accordance with state law and applicable procurement requirements; the Contract has been signed by a duly authorized representative of Customer; the execution and performance of the Contract does not violate Customers' charter or by-laws, any law, judgment, regulation or other agreement binding upon Customer, and no further consent or approval is needed. Customer agrees that it will not assert that any terms in the Order or related agreement (including subsequent amendments) affect its payment obligation or Oracle's rights under the Contract and in the System. Any transfer of obligations under this Contract shall require Oracle's and Assignee's prior written consent. Until all sums due under the Contract have been paid, the System remains

subject to the Contract. Customer agrees, with respect to the Contract, to promptly execute and deliver any ancillary documents (including acceptance certificates, confirmation of delivery, proof of authorization, notices of assignment, opinions of counsel, essential use certificates, and any agreement related to the System) and take further actions, such as registrations and filings, as Oracle or Assignee may reasonably request. Customer agrees to provide Oracle or Assignee copies of its financial statements or other financial information as Oracle or Assignee may reasonably request. The Contract constitutes the entire agreement between Customer and Oracle regarding the subject matter herein, and is separate from, and will supersede any inconsistent terms set forth in the Order, any supply agreement, Customer purchase orders and all prior oral and written understandings. Capitalized terms not defined herein will have the meaning set forth in the Schedule. If any provision of the Contract is invalid, such invalidity will not affect the enforceability of the remaining terms of the Contract. Customer shall provide all notices, including bankruptcy or administrative notices, to Operations as specified in the Schedule. All parties may treat executed faxes, scanned images, or photocopies as original documents. The Contract may be executed in counterparts, which, when taken together, will constitute a completely executed copy of the Contract. This Contract will be governed by the laws of state where Customer is located.



## PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

### 1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

### 3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

#### **4. NONDISCLOSURE**

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

#### **5. PROTECTION OF YOUR CONTENT**

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

## **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. LIMITATION OF LIABILITY**

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

## 8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

## 9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## **10. THIRD PARTY CONTENT, SERVICES AND WEBSITES**

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE**

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

## 12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

### **13. EXPORT**

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

### **14. FORCE MAJEURE**

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

### **15. UCITA**

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

## 16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

## 17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

## 18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

## 19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

## 20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

## 21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is \_\_\_\_\_. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

**Company Name: Imperial Valley Healthcare District**

**Oracle America, Inc.**

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

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

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

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

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

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

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

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

Agreement No.: US-CSA-COR-1223365257.a1



Outcomes · Results · Business · Acceleration



# Imperial Valley Healthcare District Implementation Overview

March 27, 2026

# Confidence In The Partner You Choose

Choosing an implementation partner is about more than scope and timelines, it's about trust, expertise, and knowing your program is in the right hands.

ORBA Partners brings senior delivery leadership, clear communication, and a transparent approach to drive measurable outcomes for Imperial Valley.

## Our Commitment

- Open, transparent, and proactive communication
- Experience delivering for **75+ healthcare provider organizations**
- A deep, specialized talent pool built from the **best experts in the industry**

75+

Healthcare Providers

12 Yrs

Oracle Cloud Expertise

4+ Mo

Faster Go-Live

# | Approach



## Assess

Clarify business drivers, readiness, data landscape, and non-negotiables.

## Define

Fit to standard by default. Extend only when justified.

## Implement

Iterative builds and pilots that bring users into the design.

## Validate

Risk based testing, controlled migrations, documented approvals.

## Deploy

Role based training, change adoption, post go live coaching.

## Operate

Stabilization and continuous improvement linked to outcomes like close time, P2P cycle time, inventory turns, forecast accuracy and retention.

# Agentic AI Powered Implementations

## A Vision for Acceleration

01

### Automate

with the Orbit Accelerated Implementation Method (AIM)

02

### Eliminate

manual inefficiencies in configuration, deployment & beyond

03

### Empower

your team to save time, reduce costs & streamline resources

## Orbit AI Agents

- ✓ PMO Agent
- ✓ Config Agent
- ✓ Testing Agent
- ✓ Training Agent
- ✓ Support Agent

# Orbit AI Agents



## PMO Agent

Centralize and streamline key PMO tasks and activities in one platform with complete traceability from SOW to cutover.

## Configuration Agent

Enables effortless, AI-powered execution of enterprise software configuration management and migration.

## Testing Agent

Revolutionizes end-to-end testing for any software application, speeding up implementations and regression testing cycles

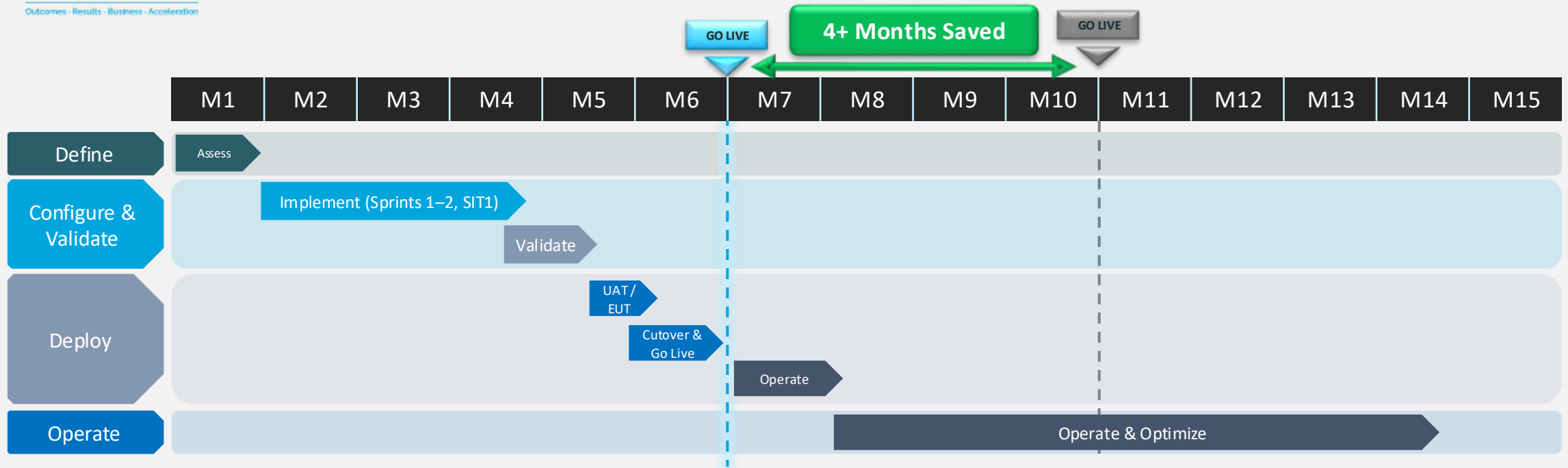
## Training Agent

Maximizes end-user adoption through embedded change management and end-user enablement

## Support Agent


Delivers real-time, intelligent assistance to end users, increasing productivity and reducing costly support load

# ORBA – Sample Timeline




### PMO AGENT

- ✓ Project work plan
- ✓ RAID log integrated with project dashboards
- ✓ Status reporting




### CONFIGURATION AGENT

- ✓ Online config workbooks
- ✓ Config workflow generation
- ✓ Validation reports / error handling



### TESTING AGENT

- ✓ Process mining approach
- ✓ Automate Test Cases and Suites
- ✓ No-code end to end testing across all software apps



### TRAINING AGENT

- ✓ Automated creation of online job aids for various user groups
- ✓ Self-healing job aids



### Support AGENT

- ✓ Delivers real-time, intelligent assistance to end users
- ✓ Increases productivity
- ✓ Reduces costly support

# Oracle Cloud

## ERP Cloud (Finance and Projects)

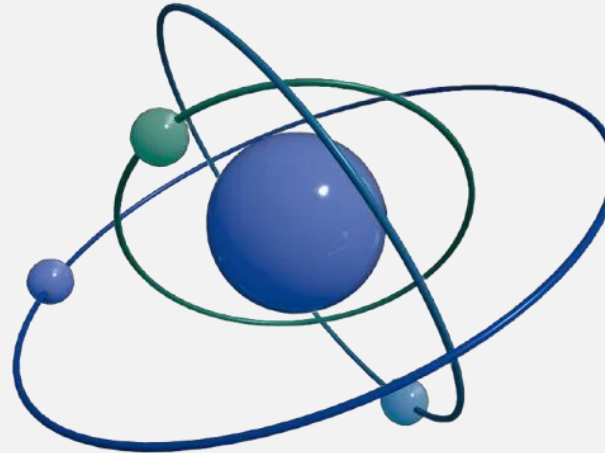
Financials, Projects and Grants, Risk Management, ERP Analytics and AI. Cleaner chart of accounts. Faster close. Audit ready controls. Transparent grants accounting.

## SCM Cloud (Procure to Pay and Supply Chain)

Purchasing, Inventory, Item Master, Supplier Portal, Order Management, SCM Analytics and AI. Reliable item and supplier data. Stronger P2P controls. Better availability for clinical and lab materials.

## HCM Cloud (People and Organization)

Core HR, Workforce, Talent, Payroll, HCM Analytics and AI. Accurate positions and cost centers. Clean integrations to timekeeping and payroll. Higher adoption from the CHRO office to front line managers.



## EPM Cloud (Planning and Performance)

Planning, Budgeting, PCM, Forecasting, Consolidations and Close, Reconciliations, Reporting and AI. Scenario planning tied to actuals. Faster forecasting. Governance over financial models.

## OCI, Integration and Analytics

OIC, pipelines to ADW, reporting with OAC and OTBI, identity and security alignment. Governed data flows. Fewer manual reconciliations. Role appropriate dashboards.

## Regulatory and Validation

We support technology and process controls and can align with client validation activities such as GxP, 21 CFR Part 11, and HIPAA related processes where applicable.

# Comprehensive Solutions

Designed To Meet The Evolving Needs Of Customers

## ORBA Ignite

ORBA Ignite - Implementation timelines from 6 to 10 months. Get Oracle Cloud live with healthcare ready kits, automation first testing, and a no surprise cutover.

## ORBA Run

ORBA Run - Managed services for 12 to 36 months. Stabilize, enhance with tiered SLAs, proactive release management, and embedded automation.

## ORBA Pulse

ORBA Pulse - Outcome projects, 12 to 20 weeks. Targeted initiatives with a KPI you can measure, like close acceleration, forecasting, workforce planning, or supply chain visibility.

## ORBA Orbit AI Agents

ORBA Orbit Ai Agents - Our agents complement Oracle AI by automating configuration, testing, training, and compliance so teams move faster and deliver better results.

# Experience



# Scope and Next Steps

## **ERP & SCM Implementation**

Timeline: 6 months (ORBA AIM)

### **Scope:**

- **Core Financials:** General Ledger, Accounts Payable, Cash Management, Fixed Assets and Financial Planning model (standard edition)
- **Core Supply Chain:** Purchasing, Self-Service Requisitions, Inventory Management & Mobile Inventory
- **Technical:** Data conversions, reporting, and up to six interfaces (ADP (1), Banks (3) and Cerner (2))

### **Estimated Implementation Investment:**

**\$399,750** (does not include travel and expenses, estimated at 10% of the implementation price)



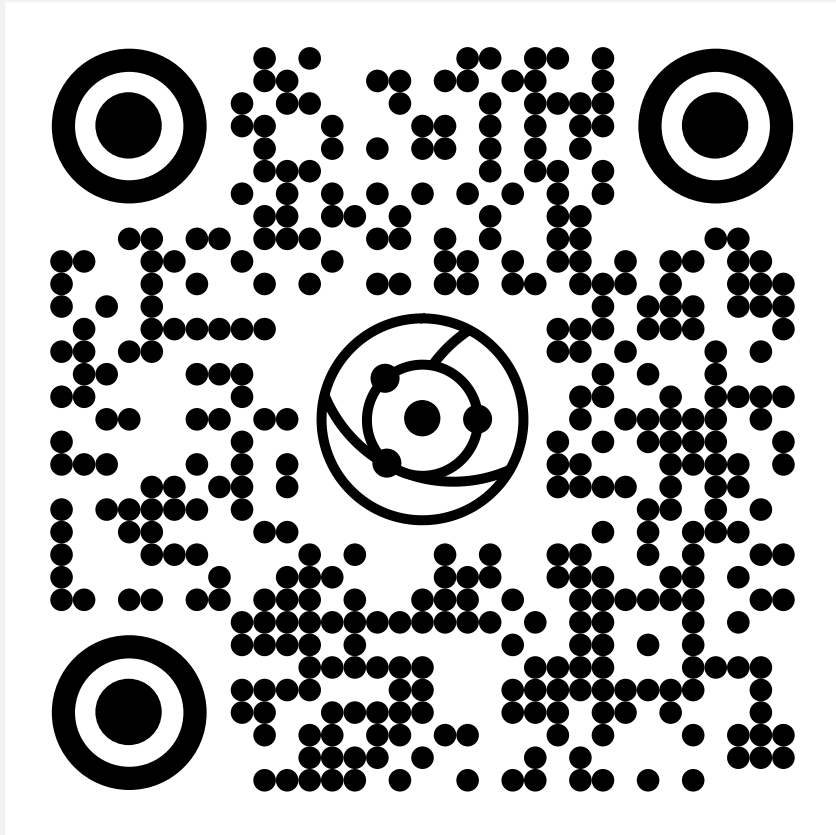
**Chad Sells**  
CEO and Founder

# About the Leader

“

ORBA Partners is led by Chad Sells, a 25-year Oracle veteran focused on healthcare and life sciences transformation. Chad builds and leads high performing teams through a trusted network of Oracle Cloud experts, program leaders, and AI specialists.

# Thank You!



## Connect with Us

(817) 518-8960 Office

[info@orbapartners.com](mailto:info@orbapartners.com)

401 N Carroll Ave Suite 437

Southlake, TX 76092

Chad Sells

(214) 298-3293 Cell

[chad@orbapartners.com](mailto:chad@orbapartners.com)

# IMPERIAL VALLEY HEALTHCARE DISTRICT

**BOARD MEETING DATE:** March 26, 2026

**SUBJECT:** GE Healthcare-Anesthesia Carestation Machine

## **BACKGROUND:**

Perioperative services currently has six anesthesia machines. Two have been determined to be at end of life and will need to be replaced. The GE Carestation 750 is a modern, advanced anesthesia delivery system designed to meet the demands of today's perioperative environment. This system is engineered to support individualized anesthesia care across a wide range of patient needs and surgical case complexities.

## **KEY ISSUES:**

**End-of-Life Status:** The manufacturer has formally designated the anesthesia machine as EOL, meaning parts availability, technical support, and long-term serviceability are no longer guaranteed.

**Patient Safety Risk:** Anesthesia machines are essential for airway management, ventilation, and delivery of anesthetic agents.

**Operational Impact to the OR:** The lack of a reliable anesthesia machine directly impacts Operating Room functionality. If the machine becomes inoperable:

- Surgical cases may be delayed or cancelled
- Emergency and urgent procedures may be compromised
- Surgeon and anesthesia availability may be underutilized
- Case volume and throughput will be negatively affected

**CONTRACT VALUE:** \$180,761.24 (2 Units)

**CONTRACT TERM:** One Time Purchase

**BUDGETED:** Only 1 (\$93,174, 1 unit)

**BUDGET CLASSIFICATION:** Capital

**RESPONSIBLE ADMINISTRATOR:** Carol Bojorquez, CNO

**DATE SUBMITTED TO LEGAL:** 3/20/26 **REVIEWED BY LEGAL:**  Yes  No

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

## **RECOMMENDED ACTION:**

That the Board approves the purchase of the GE Anesthesia Carestation Machines.

Comp-01, Compliance Officer 6/2019





**PIONEERS MEMORIAL HEALTHCARE DISTRICT  
207 W LEGION RD  
BRAWLEY, CA 92227**

**December 31, 2021**

**IMPORTANT END OF SERVICE SUPPORT NOTIFICATION FOR S/5 Avance**

We know it is important to your planning to have advanced notice of changes in the status of your maturing medical equipment. That's why we take a proactive approach to notify you when our products will reach an end of service support (EOSS) status.

Our records indicate that your facility has one or more **S/5 Avance** that will reach its EOSS status as of **June 30, 2023**. Please refer to the table at the end of this notification for details. After the EOSS date, GE Healthcare will no longer offer full service support or service contracts with commitments as to parts, software updates or uptime guarantees, and we will adjust your product's service contract coverage accordingly (e.g., remove the products from your GE Healthcare service contract, transition the products to an "end of service support" coverage, or as otherwise specified in your GE Healthcare service contract). Until the EOSS date, GE Healthcare will continue to deliver to our service contract commitments.

We consider many factors when determining that a product has reached EOSS. As equipment ages and technology advances, suppliers are unable to procure parts and components necessary to maintain older product designs. In addition, advancements in cybersecurity protection outpace legacy operating systems and IT infrastructure technologies, limiting support and serviceability.

We understand the potential impact that this notification may cause you and our goal is to help you find the best solution to address your needs. If you would like to discuss technology and service options that may be available after the EOSS date, please contact your GE Healthcare team.

If your facility has sold one or more of these products to another consignee, please forward this notification to them and also supply their contact information to us so we can continue further updates with them.

Thank you for your trust and confidence in our products and solutions. We look forward to a continued relationship with you and to meeting your future equipment and service needs.

Sincerely,

*Mike Foulis, Global Product Manager*

Product Model Name/Version:	Unique Identifier
S/5 Avance	ANBP01684, ANBP01683

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:**  
**Datex-Ohmeda, Inc.**  
**Tax ID (22-3029570)**

 Imperial Valley Healthcare District  
 207 W Legion Rd  
 Brawley, CA 92227-7780

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business (“GE HealthCare”), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein (“Quotation”). “Agreement” is this Quotation (including line/catalog details included herein and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

GE HealthCare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE HealthCare (“Quotation Acceptance”). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE HealthCare’s prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	HPG - LCS
Discount Tier	
Terms of Delivery	FOB Destination
Billing Terms	80% delivery / 20% Installation
Payment Terms	NET 30
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	\$180,761.24

**IMPORTANT CUSTOMER ACTIONS:**

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

- Cash  
 GE HFS Loan       GE HFS Lease  
 Other Financing Loan       Other Financing Lease      Provide Finance Company Name \_\_\_\_\_

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Imperial Valley Healthcare District

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

**Print Name:** \_\_\_\_\_

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

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

\_\_\_\_\_

Purchase Order Number, if applicable

Datex-Ohmeda, Inc.

**Signature:** Kristin Sheridan

**Title:** Lead Sales Specialist - Sales

**Date:** March 13, 2026

**Document Instructions**

**Payment Instructions**

Please sign and return this quotation together with any Purchase Order(s) to:

Please **remit** payment for invoices associated with this quotation to:

**Datex-Ohmeda, Inc.**  
**PO Box 641936**  
**Pittsburgh, PA 15264-193**  
**FEIN: 22-3029570**

**Imperial Valley Healthcare District**

**Addresses:**

**Bill To:** PIONEERS MEMORIAL HOSPITAL  
**Ship To:** PIONEERS MEMORIAL HOSPITAL

207 W LEGION RD BRAWLEY CA 92227-7780  
207 W LEGION RD BRAWLEYCA 92227-7780

**To Accept This Quotation**

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through \_\_\_\_\_), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE HealthCare).
- If your purchasing process requires a purchase order, please make sure it includes:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in **“Payment Instructions”** above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:

- (i) “Per the terms of Quotation # \_\_\_\_\_”;
- (ii) “Per the terms of GPO # \_\_\_\_\_”;
- (iii) “Per the terms of MPA# \_\_\_\_\_”; or
- (iv) “Per the terms of SAA # \_\_\_\_\_”.

## Quote Summary

Line	Qty	Description	RTF Image	Contract List Price(USD)	Discount	Net Price Each(USD)	Net Price(USD)
1.	2	Carestation 750 A1		\$166,593.21	37.03%	\$52,455.38	104,910.76
2.	2	CARESCAPE Canvas 1000		\$72,430.22	34.54%	\$23,707.37	47,414.73
3.	2	CARESCAPE Patient Data Module (PDM-MDR)		\$28,413.69	40.56%	\$8,444.25	16,888.50
4.	2	Adapter Plate/Mount		\$30.00	40.60%	\$8.91	17.82
5.	2	Unity ID v10		\$9,969.44	41.95%	\$2,893.50	5,787.00
6.	2	Tec 850 SEV		\$9,001.00	36.20%	\$2,871.21	5,742.42

<b>Total Quote List Price:</b>	<b>\$286,437.57</b>
<b>Total Quote Discount:</b>	<b>36.89%</b>
<b>Total Quote Subtotal:</b>	<b>\$180,761.24</b>
<b>Total Quote Net Selling Price:</b>	<b>\$180,761.24</b>

CARDIAC OUTPUT IS COMING FROM PDM. VAPORIZERS ARE OPTIONAL. YOU CAN REUSE EXISTING ONES FROM YOUR AESTIVA 7900 MACHINE.

## DETAILED CONFIGURATION

### Carestation 750 A1

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
1	1012-9750-000	2	Carestation 750 A1				
2	M7008881-M	2	Carestation 750 Trolley Frame, MSN	\$37,688.00	36.50%	\$23,931.88	\$47,863.76
3	M7007123	2	Manuals and Software English, USA, 750-A1	\$7,000.00	36.50%	\$4,445.00	\$8,890.00
4	M7009001	2	DISS O2 Air Pipeline, ANSI Colors, O2R	Incl.	Incl.	Incl.	Incl.
5	M7009160	2	N2O Pipeline DISS Fitting	\$515.00	36.50%	\$327.03	\$654.05
6	2073868-001	2	O2 Drive Gas	\$1,312.00	36.50%	\$833.12	\$1,666.24
7	M7008011	2	AC Inlet 100-120V NEMA 5-15 Power Cord and 4 Outlets	\$700.00	36.50%	\$444.50	\$889.00
8	M7001823	2	Isolation Transformer, 100 -120V	\$500.00	36.50%	\$317.50	\$635.00

9	M7009039-G	2	Auxiliary O2 & Auxiliary O2 + Air - Green O2 Flush	\$850.00	36.50%	\$539.75	\$1,079.50
10	M7009649	2	Articulating Anesthesia Display Arm, Vertical Flat Panel Display Mount	\$750.00	36.50%	\$476.25	\$952.50
11	M1809334	2	Bag Arm Support	\$350.00	36.50%	\$222.25	\$444.50
12	M1809134	2	Active Low Flow AGSS with DISS EVAC Connector	\$400.00	31.90%	\$272.40	\$544.80
13	M7009806	2	Suction Regulator 3 Mode DISS Pipeline Fitting	\$275.00	36.50%	\$174.63	\$349.25
14	M7009844	2	Cylinder Supply 1ST O2 PIN Index W/XDCR, CS750 Without Cylinder Cover	\$700.00	36.50%	\$444.50	\$889.00
15	M7009253	2	Cylinder Supply AIR PIN Index W/XDCR	\$700.00	36.50%	\$444.50	\$889.00
16	M7009222	2	Third Cylinder Factory Installed Kit -	\$700.00	36.50%	\$444.50	\$889.00

## N2O PIN

17	M7009901	2	Spontaneous Breathing Suite	\$670.00	36.50%	\$425.45	\$850.90
18	M7009902	2	PCV-VG Ventilation Mode	\$2,000.00	36.50%	\$1,270.00	\$2,540.00
19	M7009903	2	SIMV PCV-VG Ventilation Mode	\$2,000.00	36.50%	\$1,270.00	\$2,540.00
20	M7009905	2	ecoFLOW	\$5,000.00	36.50%	\$3,175.00	\$6,350.00
21	M7009906	2	Pause Gas Flow	\$2,300.00	36.50%	\$1,460.50	\$2,921.00
22	2079219-001	2	Flip-up Shelf	\$300.00	31.90%	\$204.30	\$408.60
23	5697069	2	E-SCAIO-00, Respiratory Module, English USA	\$10,000.00	40.00%	\$6,000.00	\$12,000.00
24	M1182629	2	D-fend Pro Water Trap, Dark Steel Blue, box of 10 pcs	\$95.00	40.60%	\$56.43	\$112.86
25	5514183	2	Gas exhaust line, white conical and	\$21.00	40.60%	\$12.47	\$24.95

Colder,  
 disposable,  
 0.18m/7in

26	2105489-006	2	AMSORB PLUS® Prefilled CARE- CAN Absorber Canister, 1.4L, 8/BX	\$222.00	36.50%	\$140.97	\$281.94
27	2069358-001- S	4	Anesthesia Flow Sensor, CBS	\$249.00	36.50%	\$158.12	\$632.46
28	2096534-004	2	Patient Tube, Adult Reusable Hytrel 1.5M	\$77.00	36.50%	\$48.90	\$97.79
29	0210-5022- 300	6	Cylinder Gasket/O-ring, 19 OD HPO2 6.35 ID 1.5 T	\$8.12	36.50%	\$5.16	\$30.94
30	2096533-004	2	Straight Connector - CBS Bag Arm, 22M-22M	\$18.00	36.50%	\$11.43	\$22.86
31	M1808033	2	Long Cable Management Arm with Hooks	\$500.00	36.50%	\$317.50	\$635.00

32	1001-3626-000	6	7" Dovetail Adapter to GCX Rail Mount	\$88.00	44.80%	\$48.58	\$291.46
33	1009-8204-000	2	Evac hose assemblies NCG EVAC, 5 m/16.4 ft	\$223.00	36.50%	\$141.61	\$283.21
34	1006-8082-000	2	Suction Mounting Post	\$516.00	36.50%	\$327.66	\$655.32
35	M1809335	2	Suction Bottle Dovetail Mounting Arm, Carestation	\$100.00	36.50%	\$63.50	\$127.00
36	M7009019	2	Extended Top Shelf Assembly with Bins, CS750	\$1,000.00	36.50%	\$635.00	\$1,270.00
37	0231-1518-810	2	DISS H-I-T, NCG, O2 Hose Assembly, 4.6 m/15 ft	\$225.00	36.50%	\$142.88	\$285.75
38	0231-1518-811	2	DISS H-I-T, NCG, N2O Hose Assembly, 4.6 m/15 ft	\$225.00	36.50%	\$142.88	\$285.75

39	0231-1518-812	2	DISS H-I-T, NCG, Vac Hose Assembly, 4.6 m/15 ft	\$239.00	36.50%	\$151.77	\$303.53
40	0231-1518-813	2	DISS H-I-T, NCG, Air Hose Assembly, 4.6 m/15 ft	\$255.00	36.50%	\$161.93	\$323.85
41	2083083-002	2	ARC Installation Charge	\$1,584.25	100.00%		
42	CE2024PCS011	2	ARC Clinical Applications: Remote Configurations for Anesthesia Delivery Systems	Incl.	Incl.	Incl.	Incl.

Clinical configuration for Anesthesia Delivery Systems. ARC Clinical Applications will provide configurations for the Anesthesia Delivery Systems remotely. Onsite configuration builds are at the discretion of the ARC Clinical Applications team. One configuration update will be available for each care area where the Anesthesia Delivery System is installed. This configuration offering is available Monday through Friday, has a term of 12 months and is a non-discountable cost. Requests for training on weekends or business-designated holidays must be mutually agreed upon and will result in 2x daily onsite Clinical Applications Training Day charge. Any ARC clinical configuration time for Anesthesia Delivery Systems unused at the end of 12-month term are forfeited without refund or credit. Additional training credits/hours/days to be delivered remotely or onsite are available for purchase separately.

43	CE2023PCS003	20	ARC Clinical Education Credit	\$250.00	Incl.	\$250.00	\$5,000.00
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ARC Clinical Education Credit. Credits may be utilized at a rate of 1 credit per remote hour or 10 credits per onsite day of clinical education training or product configuration designed to provide flexible training options that promote learner retention and support staff skill development. This training offering is available Monday through Friday, has a term of 12 months and is non-discountable from credit package cost. One Credit is equal to 1 hour of remote training and 10 credits is equal to 1 onsite day (Training, go-live, remote configurations). Requests for training on weekends or

business-designated holidays must be mutually agreed upon and will result in 2x decrement to remaining credits available (onsite support Saturday = 20 credits, Sunday = 20 credits, Holiday = 20 credits). Credits unused at the end of the 12 month term are forfeited without refund or credit. Additional training credits/hours/days to be delivered remotely or onsite are available for purchase separately.

44	PROMO-207	2	PROMO-GAS MODULE PROMO	Incl.	Incl.	Incl.	Incl.
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**Configuration Total** **\$104,910.76**

**CARESCAPE Canvas 1000**

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
45	5865770	2	CARESCAPE Canvas 1000				
46	5884506-14	2	CARESCAPE Canvas 1000 with power cord USA/Canada 8 ft with support for F5/F2 Frame and secondary display port output	\$9,400.00	28.75%	\$6,697.50	\$13,395.00
47	5875091	2	CARESCAPE Canvas 1000 SW v3.3 (Compatible with MUSE NX only)	\$4,200.00	28.75%	\$2,992.50	\$5,985.00
48	5880547-06	2	ENGLISH US LOCALIZATION	Incl.	Incl.	Incl.	Incl.

1000 v3.3 -  
 Online Manuals

49	5877378-17	2	Power frequency setting 60HZ	Incl.	Incl.	Incl.	Incl.
50	5896574-02	2	Canvas 1000 1ORP - Anesthesia SW	\$267.00	28.75%	\$190.24	\$380.48
51	5884507-19	2	Canvas 1000 Advanced Anesthesia Bundle(12ST,P ARR, PGAS)	\$3,000.00	28.75%	\$2,137.50	\$4,275.00
52	5875152-23	2	CALC - CALCULATIONS LICENSE	\$400.00	28.75%	\$285.00	\$570.00
53	5875152-20	2	FRM2 - FRAME F2 LICENSE	Incl.	Incl.	Incl.	Incl.
54	5875152-26	2	METB - SPIROMETRY AND GAS EXCHANGE LICENSE	Incl.	Incl.	Incl.	Incl.
55	5875152-21	2	PPCO - BASIC PICCO CARDIAC OUTPUT LICENSE	Incl.	Incl.	Incl.	Incl.

Item #	Part #	Qty	Description	Unit Price	Discount	Net Price	Total Price
56	5875152-25	2	SPIR - SPIROMETRY LICENSE	Incl.	Incl.	Incl.	Incl.
57	5875152-22	2	VID2 - DUAL VIDEO LICENSE	\$600.00	28.75%	\$427.50	\$855.00
58	5891234-026	2	FRAME F2-01 W/ N. AMER Power Cord 11.8ft (3.6) compatible with Canvas 1000 with CS1 dock	\$1,000.00	28.75%	\$712.50	\$1,425.00
59	5971234-001	2	F2-01 LOCAL RECORDER with 6.5ft and 1.5ft cable (Does not include Paper. Compatible with F2 Frame only)	\$1,100.00	28.75%	\$783.75	\$1,567.50
60	5871234-002	2	F2 local recorder mounting kit to attach directly into F2 Frame	\$34.00	28.75%	\$24.23	\$48.45
61	2106823-001	2	Thermal Paper, 50mm X 27.4m	\$60.00	34.60%	\$39.24	\$78.48

(2in X 90ft),  
 Blank, 48 Rolls

62	5861320	2	Canvas F2 Host Cable 5ft (1.5m)	\$56.00	28.75%	\$39.90	\$79.80
63	2017098-001	2	ePort Cable - PDM to Solar CARESCAPE Modular Monitors, 5 ft	\$350.00	40.60%	\$207.90	\$415.80
64	407349-009	2	Wall mount, 12 inches pivot arm w/o wall channel	\$240.00	40.60%	\$142.56	\$285.12
65	M1172465	2	6in and 12in Downpost Kit for M-VHM Arm (GCX WMM-0006-05)	\$165.00	40.60%	\$98.01	\$196.02
66	2104180-001	2	Cardiac Output Cable, 3.6 m/12 ft.	\$364.00	34.60%	\$238.06	\$476.11
67	9446-910	2	Cardiac Output In-Line Injectate Probe, EDWARDS, 0.9 M/ 3 FT	\$2,300.00	28.75%	\$1,638.75	\$3,277.50

68	M1127542	2	BIS Module, E-BIS-01	\$8,400.00	40.60%	\$4,989.60	\$9,979.20
69	M1235165	2	NeuroMuscular Transmission Module, E-NMT-01	\$1,700.00	40.60%	\$1,009.80	\$2,019.60
70	888414	2	NMT Sensor Cable, 3.3 m/11ft.	\$378.00	40.60%	\$224.53	\$449.06
71	888416	2	NMT ElectroSensor, 0.3m/1ft	\$384.00	40.60%	\$228.10	\$456.19
72	888418	2	NMT MechanoSensor, 0.3m/1ft	\$384.00	40.60%	\$228.10	\$456.19
73	57268-HEL	2	NMT Electrodes, Solid Gel, Ag/AgCl, 30/pkg	\$40.22	40.60%	\$23.89	\$47.78
74	2083083-001	2	INSTALLATION CHARGE	\$1,392.89	75.00%	\$348.22	\$696.44

75	CE2023PCS00 1	2	Patient Monitor and acquisition device Configuration	Incl.	Incl.	Incl.	Incl.
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Clinical configuration for patient monitoring product. Clinical Applications will provide configurations for the patient monitor remotely. Onsite configuration builds are at the discretion of the Clinical Applications team. One configuration update will be available for each care area where the Patient monitor product is installed. This configuration offering is available Monday through Friday, has a term of 12 months and is a non-discountable cost. Requests for training on weekends or business-designated holidays must be mutually agreed upon and will result in 2x daily onsite Clinical Applications Training day charge. Any patient monitor configuration time unused at the end of 12 month term are forfeited without refund or credit. Additional training credits/hours/days to be delivered remotely or onsite are available for purchase separately.

**Configuration Total** **\$47,414.73**

### CARESCAPE Patient Data Module (PDM-MDR)

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
76	5863573	2	CARESCAPE PATIENT DATA MODULE MDR				
77	5867055	2	NELLCOR ASSEMBLY MDR	\$7,600.00	40.60%	\$4,514.40	\$9,028.80
78	5866852-01	2	NELLCOR CARESCAPE PDM LOCALIZATION KIT - English	Incl.	Incl.	Incl.	Incl.
79	2041575-002	2	60Hz	Incl.	Incl.	Incl.	Incl.

80	2041575-003	2	With Invasive BP (Not field upgradable)	\$2,600.00	40.60%	\$1,544.40	\$3,088.80
81	2041390-041	2	Battery	\$260.00	40.60%	\$154.44	\$308.88
82	Nellcor_SPO2 Accessories_bundle	2	Nellcor SPO2 accessories				
83	2021406-001	2	Nellcor OxiMax SpO2 Interconnect Cable, GE, 3M *RECOMMENDED*	\$222.00	40.60%	\$131.87	\$263.74
84	407705-006	2	DuraSensor Adult DS-100A Indv *RECOMMENDED*	\$345.00	40.60%	\$204.93	\$409.86
85	ECGAccessories_bundle	2	CARESCAPE ECG, Select ECG cables.				
86	2106310-001	2	ECG Trunk Cable, 3/5-lead w/ESU filter, AHA, 3.6 m/12 ft.	\$296.88	34.60%	\$194.16	\$388.32

87	2106390-002	2	ECG Leadwire set, 3-lead, Grabber, AHA, 130 cm/ 51 in *RECOMMEND ED*	\$87.36	40.60%	\$51.89	\$103.78
88	2106389-002	2	ECG Leadwire Set, 5-LD Grouped, Grabber, AHA, 130 CM/ 51 IN *RECOMMEND ED*	\$101.56	40.60%	\$60.33	\$120.65
89	TempAccessories_bundle	2	Temperature Accessories, Select Temp cables.				
90	165641	2	Extension Cable for Disposable Temperature Probes, 2.8m/9ft *RECOMMEND ED*	\$43.00	40.60%	\$25.54	\$51.08
91	2104178-002	2	Temperature Cable, 400 Series Probes, Dual, 0.5 m/1.7 ft. *RECOMMEND ED*	\$154.00	34.60%	\$100.72	\$201.43

92	2104179-001	2	Temperature Cable, 400 Series for Disposable Probes, Single, 3.6 m/12 ft	\$100.00	34.60%	\$65.40	\$130.80
93	IBPAccessories_bundle	2	IBP Accessories				
94	2104162-001	2	IBP Cable, Edwards LS TruWave, Single, 3.6 m/12 ft. *RECOMMENDED*	\$90.63	34.60%	\$59.27	\$118.54
95	2103966-001	2	IBP Dual Adapter Cable, 30 cm/1 ft. *RECOMMENDED*	\$185.00	34.60%	\$120.99	\$241.98
96	2104162-003	4	IBP Cable, Edwards LS TruWave, Dual, 3.6 m/12 ft.	\$157.00	34.60%	\$102.68	\$410.71
97	NIBP_USA_bundle	2	Nested Bundle for NIBP Cuffs for Monitoring Products USA.				
98	2058203-002	2	DINACLICK Airhose, 12 ft (3.6M) Care	\$80.00	Incl.	\$80.00	\$160.00

Hose w/  
 Rectangle  
 Connector to  
 Adult 2T  
 DINACLICK  
 Connector  
 \*RECOMMEND  
 ED\*

99	2059303-501	2	ASSORTMENT PACK SOFT- CUF ADULT 2T DINACLICK, 80369-5, 20/PK	\$192.00	Incl.	\$192.00	\$384.00
100	2104180-001	2	Cardiac Output Cable, 3.6 m/12 ft.	\$364.00	34.60%	\$238.06	\$476.11
101	2030340-002	2	PDM Bedside Dock with Guide	\$450.00	40.60%	\$267.30	\$534.60
102	2021963-001	2	Pole/Rail clamp for PDM and Medtronic Microstream holder	\$175.00	44.80%	\$96.60	\$193.20
103	USMSTrainan dInstallbundl e	2	USA and Canada Training and Installation				
104	2083083-001	2	INSTALLATION CHARGE	\$546.42	75.00%	\$136.60	\$273.21

**Configuration Total** **\$16,888.50**

**Adapter Plate/Mount**

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
105	M1027911	2	Adapter Plate for F-CU5	\$15.00	40.60%	\$8.91	\$17.82

Adapter plate connects to bottom of F5 to allow connection to slide mount.

**Configuration Total** **\$17.82**

**Unity ID v10**

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
106	5514403	2	Unity Network ID V10				
107	5514403-05	2	Base Unit w/ CE Mark	\$4,250.00	40.60%	\$2,524.50	\$5,049.00
108	5514403-41	2	Unity ID V10 Software	Incl.	Incl.	Incl.	Incl.
109	5514403-10	2	Unity ID V10 ENGLISH-US LOCALIZATION w/ CE	Incl.	Incl.	Incl.	Incl.
110	80274-006	2	North American, 6ft.	Incl.	Incl.	Incl.	Incl.

111	420915-083	2	DIDCA for GE Aisys/Avance/620/650/650c/750/Engstrom/R860	\$500.00	40.60%	\$297.00	\$594.00
112	2028791-001	2	Unity Network ID Mount	\$35.00	44.80%	\$19.32	\$38.64
113	418335-002	2	Cable Assembly RJ45 White (10 ft) cable	\$8.00	40.60%	\$4.75	\$9.50

CABLE ASSEMBLY RJ45 WHITE (10 ft) cable

114	2083083-001	2	INSTALLATION CHARGE	\$191.72	75.00%	\$47.93	\$95.86
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**Configuration Total** **\$5,787.00**

**Tec 850 SEV**

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
115	1177-9850-SEV	2	TEC 850 Sevoflurane Vaporizer				
116	1177-8350-000	2	TEC 850 SEVO Calibrated Assembly	\$4,000.00	36.20%	\$2,552.00	\$5,104.00
117	M7209012	2	EASY-FIL Sevoflurane Filler	\$450.00	36.20%	\$287.10	\$574.20

Item #	Part #	Qty	Description	Unit Price	Discount %	Net Price	Total Price
118	M7209024	2	TEC 850 SEVO GE	Incl.	Incl.	Incl.	Incl.
119	2106572-003	2	EASY-FIL Bottle Adapter, Sevoflurane	\$36.50	36.50%	\$23.18	\$46.36
120	2095452-001	2	TEC 850 English URM	\$14.00	36.20%	\$8.93	\$17.86
<b>Configuration Total</b>							<b>\$5,742.42</b>

**Total Quote List Price: \$286,437.57**  
**Total Quote Discount: 36.89%**

**Total Quote Net Selling Price: \$180,761.24**

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:**  
**Datex-Ohmeda, Inc.**  
**Tax ID (22-3029570)**

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>

### Optional Items

Please initial the Catalogs you wish to purchase

Product Name	Catalog Number	Qty	Description	Net Price	Initial
<b>USCAN ARC Training and Install</b>	<b>2020786-467</b>	<b>1</b>	<b>Carestation 750 Technical Training-In Person (GE HealthCare Institute) Tuition only</b>	<b>\$13500.0</b>	

Participants completing the Instructor Led Carestation 750 Series Full-Service Training class will gain a comprehensive understanding of the mechanical, pneumatic, and electrical components in this anesthesia delivery system as well as all required service procedures. The Carestation 750 Series Technical Class provides students with an understanding of operation and configuration of the anesthesia machine. Hands-on labs are designed to reinforce skills required to remove and replace components, complete Planned Maintenance inspections, and perform calibrations. This service training is for one student. Agenda for course: - Operate and Configure the Carestation 750 Series anesthesia system. - Demonstrate ability to locate, identify and review the functions of the Anesthesia Machine Sub-systems through hands-on labs. - Perform calibrations and adjustments according to the technical reference manual. - Perform all planned maintenance procedures. - Troubleshoot and resolve equipment problems. Training is nonrefundable and must be taken within 18 months of purchase date. Unused training at the end of 18 months is forfeited without refund.

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## Governing Agreement Reference Information

Customer:	Imperial Valley Healthcare District
Contract Number:	HPG - LCS
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	NET 30
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Governing Agreement currently in effect between GE HealthCare and HPG - LCS

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>

For a copy of the GPO contract or summary, please go to your GPO Membership login page [scrubs.healthtrustpg.com](https://scrubs.healthtrustpg.com). If a copy of the contract is not available on your membership page, please contact your GPO client manager.

This product offering is made per the terms and conditions of HeathTrust/GE HealthCare GPO Agreements as follows:

Patient Care Solutions: 69353 (Maternal Fetal monitoring), 500072 (Microenvironments – warmers, incubators), 40268 (Phototherapy), 500151 (GE Patient Monitors), 500277 (Anesthesia Machines and Medisorb), 70088 (Diagnostic Cardiology, Stress Testing), 70085 (Patient Monitoring, Vital Signs, and Low Acuity), 70086 (Diagnostic Cardiology, Holter Monitors), 70087 (Diagnostic Cardiology, EKG Machines) 70088 (Stress Test) and 70089 (Patient Monitoring, Hemo MacLab/Altix

Please consult the following to access the applicable Agreements and Contract Summaries for the following Group Purchasing Organizations. For a copy of the GPO contract or summary, please go to your GPO Membership login page [scrubs.healthtrustpg.com](https://scrubs.healthtrustpg.com). If a copy of the contract is not available on your membership page, please contact your GPO client manager